

MINUTES
CHEATHAM COUNTY LEGISLATIVE BODY
REGULAR SESSION
April 17, 2023

BE IT THEREFORE REMEMBERED, That the Cheatham County Legislative Body met in the General Sessions Courtroom, Ashland City, Tennessee, on April 17, 2023 in Regular Session. Chairman Mr. Tim Williamson and County Clerk Ms. Abby Short presided. County Mayor Mr. Kerry McCarver and County Attorney Mr. Michael Bligh attended.

COUNTY COMMISSIONERS

DAVID ANDERSON	BILL POWERS
CALTON BLACKER	WALTER WEAKLEY
ANN JARREAU	DIANA PIKE LOVELL
TIM WILLIAMSON	EUGENE O. EVANS, SR.
CHRIS GILMORE	JAMES HEDGEPTH
B.J. HUDSPETH	MIKE BREEDLOVE

PUBLIC FORUM: Chairman Mr. Tim Williamson opened Public Forum at 6:00 P.M.

Lewis Morales, District 2, spoke in favor of the Photo Speed Enforcement Program. Mr. Morales asked the Commission how they planned to thank all the volunteers that helped during the March 3rd wind event.

Public Forum closed at 6:05 P.M

THE MEETING WAS CALLED TO ORDER by Sheriff Mr. Tim Binkley at 6:05 P.M

Invocation was offered by Mr. Ronnie Barron.

County Clerk Ms. Abby Short called the roll. There being Twelve Commissioners present, Chairman, Mr. Tim Williamson declared a Quorum. See Resolution 1.

David Anderson	Present	Bill Powers	Present
Calton Blacker	Present	Walter Weakley	Present
Ann Jarreau	Present	Diana Pike Lovell	Present
Tim Williamson	Present	Eugene O. Evans, Sr.	Present
Chris Gilmore	Present	James Hedgepath	Present
B.J. Hudspeth	Present	Mike Breedlove	Present

Motion was made by Mr. Bill Powers, seconded by Ms. Diana Lovell to approve the April 17, 2023 Legislative Body Meeting Agenda.

Motion approved by voice vote. See Resolution 2.

Motion was made by Ms. Diana Lovell, seconded by Mr. David Anderson to approve the Minutes from the March 20, 2023 Regular Session Legislative Body Meeting.

Motion approved by voice vote. See Resolution 3.

COMMENTS FROM ELECTED OFFICIALS: Mr. John Patrick, 1st district School Board Member, announced that Mr. Calton Blacker has been chosen to be in a symposium in Washington D.C. at the George Washington University. Mr. Patrick discussed legislation to the Commission, the Bipartisan Infrastructure Act of 2021 and the Inflation Reduction Act of 2022.

County Mayor, Mr. Kerry McCarver, presented a special recognition to Anthony Clark and Tonya Mullins for their dedication in the fight against addiction.

County Mayor, Mr. Kerry McCarver, presented a certificate of appreciation to the county departments and volunteers that helped during the March 3, 2023 wind event.

BUILDING DEPARTMENT- MR. FRANKLIN WILKINSON : The report was included in the packet.

DIRECTOR OF ACCOUNTS- MS. SANDRINE BATTS: Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. Eugene O. Evans, Sr. to authorize the following Budget Amendments for the County General Fund:

Budget Amendments - County General

a.) *Ambulance/Emergency Medical Services* \$ 110,000.00

Budget Vote: 5 Yes 0 No 0 Absent

Funding Source: County General Fund Balance

Motion approved by roll call vote 11 Yes 0 No 0 Absent 1 Abstain. See Resolution 4.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Abstain	Mike Breedlove	Yes

Budget Committee recommended, motion was made by Mr. B.J. Hudspeth, seconded by Mr. Bill Powers to authorize the following budget amendments for the Solid Waste/Sanitation Fund:

Budget Amendments – Solid Waste/Sanitation

a. *Transfer Stations* \$ 187,953.52

b. *Transfer Stations* \$ 1,874.00

Budget Vote: 5 Yes 0 No 0 Absent

Funding Source: Solid Waste/Sanitation Fund Balance

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 5.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. Mike Breedlove to authorize the following budget amendments for the General Capital Projects Fund:

Budget Amendments – General Capital Projects
a. Other General Government Projects \$ 62,625.00

Budget Vote: 5 Yes 0 No 0 Absent
Funding Source: General Capital Projects Fund Balance

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 6.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Budget Committee recommended, motion was made by Mr. Walter Weakley, seconded by Mr. James Hedgepath to authorize the following budget amendments for the Highway/Public Works Fund:

Budget Amendments – Highway Capital Outlay
a. Highway Capital Outlay \$ 201,898.60

Budget Vote: 5 Yes 0 No 0 Absent
Funding Source: Highway Fund Balance

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 7.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Budget Committee recommended, motion was made by Mr. Bill Powers, seconded by Ms. Diana Lovell to authorize the following budget amendments for the County General Fund and General Purpose School Fund:

Budget Amendments – County General Fund and General Purpose School Fund

- a. *Transfers Out* \$ 5,000.00
- b. *Director of Schools* \$ 5,000.00

Budget Vote: 5 Yes 0 No 0 Absent

Funding Source: OCP/49 Intersection Reserve

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 8.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Budget Committee recommended, motion was made by Mr. David Anderson, seconded by Mr. Mike Breedlove to authorize the following budget amendments for the General Purpose School Fund:

Budget Amendments – General Purpose School

- a. *Maintenance of Plant* \$ 102,876.50

School Board Vote: 6 Yes 0 No 0 Absent

Budget Vote: 5 Yes 0 No 0 Absent

Funding Source: General Purpose School Fund Balance

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 9.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. B.J. Hudspeth to authorize the surplus of the following county assets to be disposed of, recycled, or sold and/or receipt proceeds of sale to County General Fund: 101-44530 (Sale of Equipment):

Department: Building Maintenance

Year/Make: 2017 Carrier HVAC Unit
 Model Number: 48TCDD08A2A5A0A0A0
 Serial Number: 0517P32335

Additional: Unit was removed from Animal Control because it did have dehumidification and it does not fit any other areas within the county

Budget Vote: 5 Yes 0 No 0 Absent

Funding Source: None

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 10.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Budget Committee recommended, motion was made by Mr. B.J. Hudspeth, seconded by Mr. Bill Powers to authorize the surplus of the following county assets to be disposed of, recycled, or sold and/or receipt proceeds of sale to the Highway Fund: 131-44530 (Sale of Equipment) or 131-44145 (Sale of Recycled Materials):

Department: Highway Department

Highway Item Number: 24
Description: 2007 Ford F-150 4X4
VIN: 1FTRF14V37KC61204
Date Acquired: 10/03/2019 for \$6,500 from State Surplus

Highway Item Number: 37
Description: 2006 Ford CVP 4D
Vin: 2FAHP71W46X117512
Date Acquired: 7/15/2011 for \$1,200 from EMS

Highway Item Number: 116
Description: 1991 Blaw-Knox Paver PF115
Serial Number: 11514-02
Date Acquired: 4/01/1991 for \$103,000 from Davidson Equipment
County Asset Number: 006130

Highway Item Number: 185
Description: 2008 Ford F-250 (white)
Vin: 1FTSW20548ED50860
Date Acquired: 9/01/2015 for \$6,500 from State Surplus

Budget Vote: 5 Yes 0 No 0 Absent

Funding Source: None

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 11.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Budget Committee recommended, motion was made by Mr. Eugene O. Evans, Sr., seconded by Mr. Mike Breedlove to approve the following:

Capital Outlay Note Request – Districtwide Paving and Restriping not to exceed \$200,000.00

School Board Vote: 6 Yes 0 No 0 Absent

Budget Vote: 4 Yes 1 No 0 Absent

Funding Source: Note Proceeds/Education Debt Service

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 12.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Budget Committee recommended, motion was made by Mr. Eugene O. Evans, Sr., seconded by Mr. Mike Breedlove to approve the following:

Capital Outlay Note Request – Student Laptops (5th and 9th Grade) not to exceed \$470,000.00

School Board Vote: 6 Yes 0 No 0 Absent

Budget Vote: 4 Yes 1 No 0 Absent

Funding Source: Note Proceeds/Education Debt Service

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 13.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Motion was made by Mr. Calton Blacker, seconded by Mr. Chris Gilmore to approve the following as presented by the School Board:

Capital Outlay Note Request – School Maintenance Upgrades not to exceed \$4,500,000.00

School Board Vote: 6 Yes 0 No 0 Absent

Funding Source: Note Proceeds/Education Debt Service

Motion failed by roll call vote 4 Yes 8 No 0 Absent.

David Anderson	No	Bill Powers	No
Calton Blacker	Yes	Walter Weakley	No
Ann Jarreau	Yes	Diana Pike Lovell	No
Tim Williamson	No	Eugene O. Evans, Sr.	No
Chris Gilmore	Yes	James Hedgepath	No
B.J. Hudspeth	Pass/No	Mike Breedlove	Yes

COUNTY MAYOR- MR. KERRY MCCARVER: County Mayor, Mr. Kerry McCarver presented, motion was made by Mr. Walter Weakley, seconded by Ms. Diana Lovell to approve the following:

- A.) Mayor's signature on Dickson Electric System Contract
- B.) Resolution amending and clarifying the longevity pay policy
- C.) Mayor's signature on Staples Contract
- D.) Mayor's signature on Clarksville Disposal Contract

Motion approved by roll call vote 10 Yes 0 No 0 Absent 2 Abstain. See Resolution 14.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Abstain	James Hedgepath	Yes
B.J. Hudspeth	Abstain	Mike Breedlove	Yes

COUNTY ATTORNEY- MR. MICHAEL BLIGH: County Attorney, Mr. Michael Bligh presented, motion was made by Mr. Walter Weakley, seconded by Mr. Eugene O. Evans, Sr. to accept War Eagles Way, Champions Lane, Warrior Place, Spangler Lane, and Victory Circle at the Sycamore Ridge Development as County Roads.

Motion approved by voice vote. See Resolution 15.

Motion was made by Mr. Eugene O. Evans, Sr., seconded by Mr. James Hedgepath to request an advertisement to be placed in all papers for the third district Constable vacancy, therefore the vacancy can be filled in the May meeting.

Motion approved by voice vote. See Resolution 16.

OTHER COUNTY OFFICIALS

COUNTY TRUSTEE - MS. CINDY PERRY: Trustee's report was included in the packet.

ROAD SUPERINTENDENT – MR. ROBERT HESTER: Mr. Robert Hester announced that they will begin building a bridge soon at Anderson Road before South Harpeth Road.

Mr. Chris Gilmore asked the process for naming a Memorial bridge.

SHERIFF – MR. TIM BINKLEY: Sheriff's report was included in the packet.
Mr. Chris Gilmore stated that they are conducting a speed study at Cheatham Middle School.

Motion was made by Mr. Chris Gilmore, seconded by Mr. Calton Blacker to defer the Photo Speed Enforcement Program indefinitely to gather more information about the traffic studies needed to implement the program.

Motion approved by voice vote. See Resolution 17.

DIRECTOR OF SCHOOLS-MS. CATHY BECK: Ms. Cathy Beck invited everyone to attend the School Board Meeting at Cheatham Middle School on May 4, 2023.

Ms. Cathy Beck gave an update on the Farm to Table Program.

Ms. Cathy Beck announced that state testing started this week for all schools.

COUNTY SERVICES

UT EXTENSION – MR. RONNIE BARRON: Mr. Ronnie Barron announced they had 26 graduates from the Master Beef Program.

Mr. Barron gave an update on the 4H youth development programs.

Mr. Barron stated the Consumer Science position is vacant and will be available to be filled in September.

Mr. Barron announced the Cheatham County Cattlemans Association dinner and auction is being held Saturday with proceeds going to college scholarships for Cheatham County students.

VETERANS SERVICE – MR. LLOYD SHARP: Mr. Lloyd Sharp invited questions.

ECONOMIC AND COMMUNITY DEVELOPMENT – MR. JEROME TERRELL: Mr. Jerome Terrell gave an update on 5 projects that are in the works.

STANDING COMMITTEES

BEER BOARD – A copy of the April 8, 2023 Minutes are on file in the Clerk's office.

CAPITAL IMPROVEMENTS – Motion was made by Mr. Mike Breedlove, seconded by Mr. Bill Powers to approve 2 emergency heart machines for the Cheatham County Courthouse in the amount of \$3,748.00.

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 18.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

Motion was made by Mr. Calton Blacker, seconded by Mr. B.J. Hudspeth to approve to seal, stripe and repair pot holes at the Sheriff's office in the amount of \$8,900.00.

Motion approved by roll call vote 12 Yes 0 No 0 Absent. See Resolution 19.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CALENDAR, RULES AND NOMINATING – Motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell to approve the resolution to honor Ms. Emily Williams, believed to be the first female Eagle Scout in Cheatham County.

Motion approved by voice vote. See Resolution 20.

Motion was made by Mr. David Anderson, seconded by Mr. Walter Weakley to appoint Mr. Mike Breedlove to the Public Records Commission.

Motion approved by voice vote. See Resolution 21.

ROAD AND BRIDGE - Mr. Walter Weakley stated that the road list was accepted.

CONSENT CALENDAR

Motion was made by Mr. Walter Weakley, seconded by Mr. Calton Blacker to approve the following consent Agenda:

Notaries

<i>Amanda I. Arms Bergenstock</i>	<i>Sabrina L. Bell</i>	<i>Cindy J. Denham</i>
<i>Shirley Marie Dunn</i>	<i>Jessica Glynn Gonzalez</i>	<i>Tracy Haines</i>
<i>Janet Knight</i>	<i>Corinne Mosakowski</i>	<i>Gabrielle Toth</i>

Motion approved by voice vote. See Resolution 22.

ANNOUNCEMENTS AND STATEMENTS – Ms. Cindy Perry thanked the commission for the new security key lock at the Trustee's office.

Ms. Diana Lovell invited everyone to attend a fundraiser for a Veteran at the VFW on May 6th.

Motion was made by Mr. Walter Weakley, seconded by Mr. Calton Blacker to adjourn at 7:20 P.M.

Motion approved by voice vote. See Resolution 23.



County Clerk

Legislative Body Chairman



RESOLUTION: 1
RESOLUTION TITLE: Quorum
DATE: April 17, 2023
MOTION BY:
SECONDED BY:
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of April 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, There being Twelve Commissioners present a quorum is declared.

RECORD: Approved by roll call vote.

David Anderson	Present	Bill Powers	Present
Calton Blacker	Present	Walter Weakley	Present
Ann Jarreau	Present	Diana Pike Lovell	Present
Tim Williamson	Present	Eugene O. Evans, Sr.	Present
Chris Gilmore	Present	James Hedgepath	Present
B.J. Hudspeth	Present	Mike Breedlove	Present

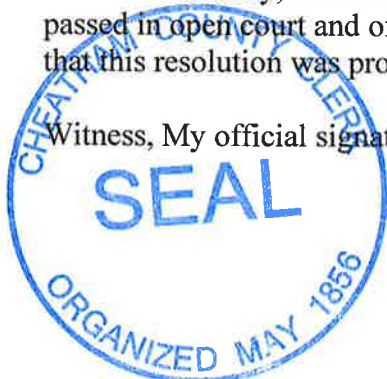
CHEATHAM COUNTY MAYOR'S REMARKS:

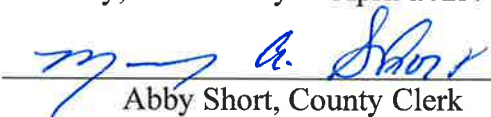

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of April 2023.




Abby Short, County Clerk

RESOLUTION: 2
RESOLUTION TITLE: To Approve Agenda
DATE: April 17, 2023
MOTION BY: Mr. Bill Powers
SECONDED BY: Ms. Diana Lovell

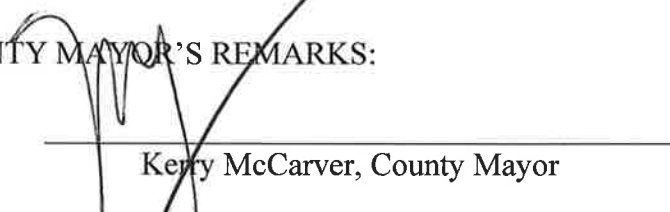
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of April 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the agenda for the April 17, 2023 Legislative Body meeting is approved.

RECORD: Approved by voice vote.

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	James Hedgepath
B.J. Hudspeth	Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:

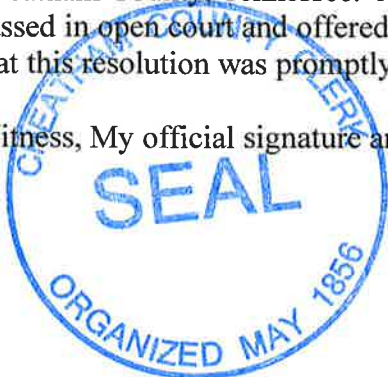


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of April 2023.





Abby Short, County Clerk

RESOLUTION: 3
RESOLUTION TITLE: To Approve Minutes
DATE: April 17, 2023
MOTION BY: Ms. Diana Lovell
SECONDED BY: Mr. David Anderson

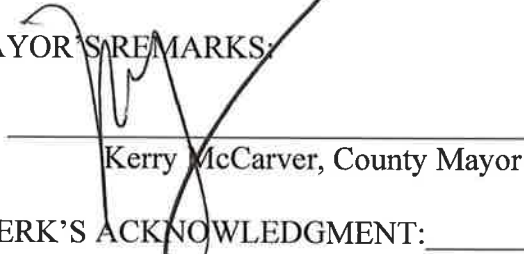
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of April 2023, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, The Minutes from the March 20, 2023 Regular Session Legislative Body Meetings are approved.

RECORD: Approved by voice vote.

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	James Hedgepath
B.J. Hudspeth	Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:

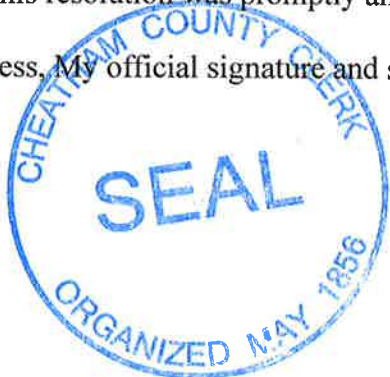


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection

Witness, My official signature and seal of said county, this 21st day of April 2023.





Abby Short, County Clerk

RESOLUTION: 4

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The County General Fund

DATE: April 17, 2023

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Eugene O. Evans, Sr.

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of April 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the County General Fund:

Ambulance/Emergency Medical Services

101 – 39000	Unassigned	\$110,000.00
101 – 55130 – 164	Attendants	\$110,000.00

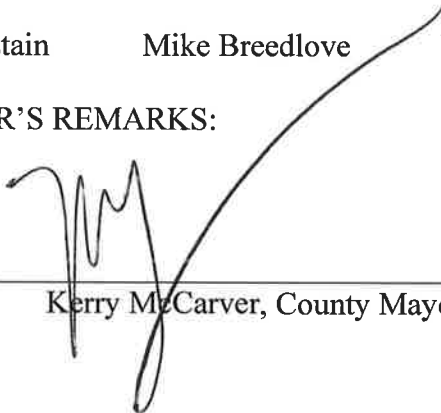
Transfer funds from County General fund balance to cover a shortage in the EMS Attendants line due to overtime needed to cover shifts

 Budget Vote (3/13/2023): 5 Yes 0 No 0 Absent
 Funding Source: County General Fund Balance

RECORD: Approved by roll call vote 11 Yes 0 No 0 Absent 1 Abstain

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Abstain	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



 Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of April 2023.



Abby Short

Abby Short, County Clerk

RESOLUTION: 5

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The Solid Waste/Sanitation Fund

DATE: April 17, 2023

MOTION BY: Mr. B.J. Hudspeth

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of April 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Solid Waste/Sanitation Fund:

Transfer Stations

116 – 34530	Restricted for Public Health and Welfare	\$187,953.52
116 – 55733 – 733	Solid Waste Equipment	\$187,953.52

Transfer funds from fund balance to purchase two pieces of equipment needed for the Solid Waste Transfer Station (\$114,816.11 for a Kubota excavator and \$73,137.41 for a Kubota track loader)

Transfer Stations

116 – 34530	Restricted for Public Health and Welfare	\$1,874.00
116 – 55733 – 735	Health Equipment	\$1,874.00

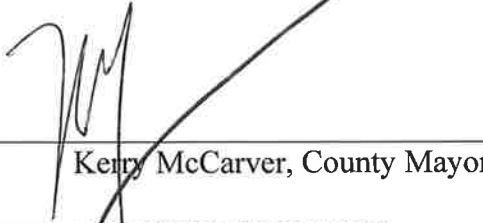
Transfer funds from fund balance to purchase and install an AED defibrillator at the Solid Waste Transfer Station in Pegram

Budget Vote (4/10/2023): 5 Yes 0 No 0 Absent
Funding Source: Solid Waste/Sanitation Fund Balance

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of April 2023.





Abby Short, County Clerk

RESOLUTION: 6

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The General Capital Projects Fund

DATE: April 17, 2023

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of April 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the General Capital Projects Fund:

Other General Government Projects

171 – 34575	Restricted for Capital Outlay	\$62,625.00
171 – 91190 – 799	Other Capital Outlay	\$62,625.00

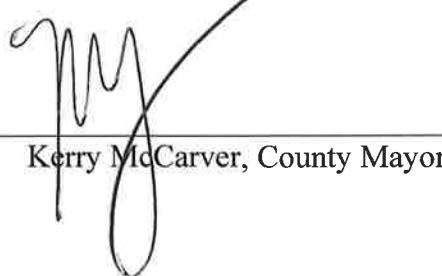
Transfer funds from General Capital Projects fund balance to change all twenty-five light poles to LED lighting at Exit 31 on I-24

Budget Vote (4/10/2023): 5 Yes 0 No 0 Absent
Funding Source: General Capital Projects Fund Balance

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of April 2023.





Abby Short, County Clerk

RESOLUTION: 7

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The Highway/Public Works Fund

DATE: April 17, 2023

MOTION BY: Mr. Walter Weakley

SECONDED BY: Mr. James Hedgepath

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of April 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the Highway/Public Works Fund:

Highway Capital Outlay

131 – 34550	Restricted for Highways/Public Works	\$201,898.60
131 – 68000 – 790	Other Equipment	\$201,898.60

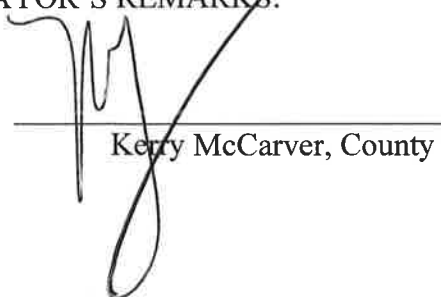
Transfer funds from Highway fund balance to purchase two New Holland Powerstar 90 tractors (2 x \$66,714.00 = \$133,428.00) and two Diamond DSR060-C side rotary mowers (2 x \$33,235.30 = \$66,470.60) + \$2,000 Freight and Delivery

Budget Vote (4/10/2023): 5 Yes 0 No 0 Absent
Funding Source: Highway Fund Balance

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



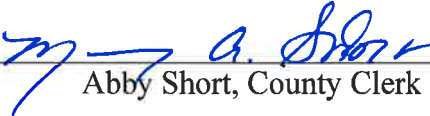
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of April 2023.





Abby Short, County Clerk

RESOLUTION: 8

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The County General Fund And General Purpose School Fund

DATE: April 17, 2023

MOTION BY: Mr. Bill Powers

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of April 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the County General Fund and General Purpose School Fund:

From County General (NOTE: The following amendments are to move funds from a reserve for purchases in the 2022-2023 fiscal year):

Transfers Out

101 – 34785 – 02	Assigned for Capital Projects	\$5,000.00
101 – 99100 – 590	Transfers to Other Funds	\$5,000.00

Transfer reserved funds from the OCP/49 Intersection Reserve to assist in funding half of the Student Enrollment Projection Study

To General Purpose School:

Director of Schools

141 – 49800	Transfers In	\$5,000.00
141 – 72320 – 399	Other Contracted Services	\$5,000.00

Transfer reserved funds from the OCP/49 Intersection Reserve to assist in funding half of the Student Enrollment Projection Study

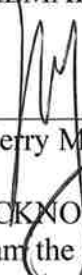
Budget Vote (4/10/2023): 5 Yes 0 No 0 Absent

Funding Source: OCP/49 Intersection Reserve

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of April 2023.





Abby Short, County Clerk

RESOLUTION: 9

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The General Purpose School Fund

DATE: April 17, 2023

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of April 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the General Purpose School Fund:

Maintenance of Plant

141 – 39000	Unassigned	\$102,876.50
141 – 72620 – 335	Maintenance and Repair Services – Buildings	\$102,876.50

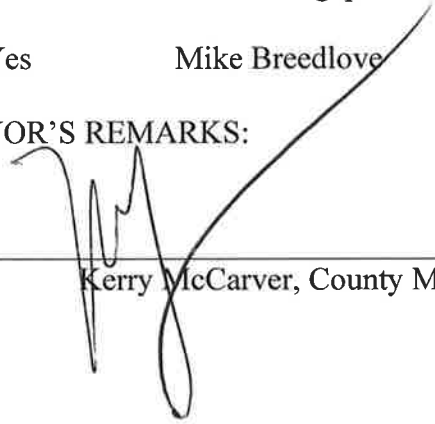
Transfer funds from General Purpose School fund balance for an emergency purchase to International Fire Protection for a broken water line that feeds the sprinkler system at CCCHS

School Board Vote (4/06/2023) 6 Yes 0 No 0 Absent
Budget Vote (4/10/2023): 5 Yes 0 No 0 Absent
Funding Source: General Purpose School Fund Balance

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of April 2023.





Abby Short, County Clerk

RESOLUTION: 10
RESOLUTION TITLE: To Authorize The Following Surplus Items For County General
DATE: April 17, 2023
MOTION BY: Ms. Diana Lovell
SECONDED BY: Mr. B.J. Hudspeth

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of April 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the surplus of the following county assets to be disposed of, recycled, or sold and/or receipt proceeds of sale to County General Fund: 101-44530 (Sale of Equipment):

Department: Building Maintenance

Year / Make: 2017 Carrier HVAC Unit
Model Number: 48TCDD08A2A5A0A0A0
Serial Number: 0517P32335
Additional: Unit was removed from Animal Control because it did have dehumidification and it does not fit any other areas within the county

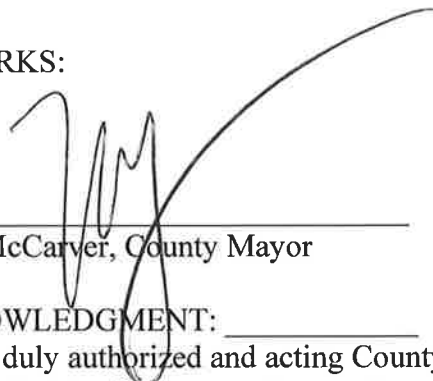
Once approved for surplus, item will be sold on GovDeals

*Budget Vote (4/10/2023): 5 Yes 0 No 0 Absent
Funding Source: None*

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:




Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of April 2023.





Abby Short, County Clerk

RESOLUTION: 11
RESOLUTION TITLE: To Authorize The Following Surplus Items For Highway/Public Works
DATE: April 17, 2023
MOTION BY: Mr. B.J. Hudspeth
SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of April 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the surplus of the following county assets to be disposed of, recycled, or sold and/or receipt proceeds of sale to the Highway Fund: 131-44530 (Sale of Equipment) or 131-44145 (Sale of Recycled Materials):

Department: Highway Department

Highway Item Number: 24
Description: 2007 Ford F-150 4x4
VIN: 1FTRF14V37KC61204
Date Acquired: 10/03/2019 for \$6,500 from State Surplus

Highway Item Number: 37
Description: 2006 Ford CVP 4D
Vin: 2FAHP71W46X117512
Date Acquired: 7/15/2011 for \$1,200 from EMS

Highway Item Number: 116
Description: 1991 Blaw-Knox Paver PF115
Serial Number: 11514-02
Date Acquired: 4/01/1991 for \$103,000 from Davidson Equipment
County Asset Number: 006130

Highway Item Number: 185
Description: 2008 Ford F-250 (white)
Vin: 1FTSW20548ED50860
Date Acquired: 9/01/2015 for \$6,500 from State Surplus

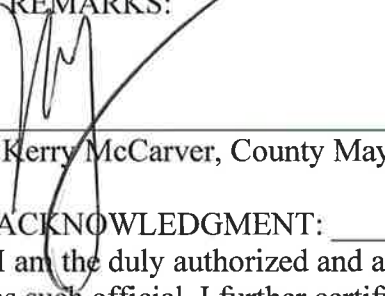
Once approved for surplus, properties will either be sold as is or for scrap metal

*Budget Vote (4/10/2023): 5 Yes 0 No 0 Absent
Funding Source: None*

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of April 2023.




Abby Short, County Clerk

RESOLUTION: 12
RESOLUTION TITLE: To Authorize An Interfund Capital Outlay Note For Districtwide Paving And Restriping Not To Exceed \$200,000.00
DATE: April 17, 2023
MOTION BY: Mr. Eugene O. Evans, Sr.
SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of April, 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Governing Body of Cheatham County, Tennessee (the Local Government) has determined that it is necessary and desirable to issue interfund capital outlay notes in order to provide funds for the following public works project: Districtwide Paving and Restriping (the "Project"); and

WHEREAS, the Governing Body has determined that the Project is a public works project within the meaning of the Act (as defined below); and

WHEREAS, under the provisions of Parts I, IV and VI of Title 9, Chapter 21, Tennessee Code Annotated (the "Act"), local governments in Tennessee are authorized to finance the cost of this Project through the issuance and sale of interest-bearing interfund capital outlay notes upon the approval of the Comptroller of the Treasury or Comptroller's designee; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance of capital outlay notes to finance the cost of the Project;

NOW THEREFORE, BE IT RESOLVED by the Governing Body of Cheatham County, Tennessee, as follows:

Section 1. For the purpose of providing funds to finance the cost of the Project, the chief executive officer of the Local Government is hereby authorized in accordance with the terms of this resolution, and upon approval of the Comptroller of the Treasury or Comptroller's designee, to issue and sell interest-bearing capital outlay notes in a principal amount not to exceed Two Hundred Thousand Dollars (\$200,000.00) (the "Notes"). The Notes shall be designated "Districtwide Paving and Restriping Interfund Capital Outlay Notes, Series 2023"; shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination(s) as agreed upon with the purchaser; shall be sold at not less than 99% of par value plus accrued interest if any; and shall bear interest at a rate or rates not to exceed zero per cent (0%) per annum, and in no event shall the rate exceed the legal limit provided by law.

Section 2. The Notes shall mature not later than three (3) fiscal years after the fiscal year of issuance and, unless otherwise approved by the Comptroller of the Treasury or Comptroller's designee, the Notes shall be amortized through mandatory redemption in amounts reflecting level debt service on the Notes or an equal amount of principal paid in each fiscal year as is agreed upon by the chief executive officer and the Purchaser. The principal amount paid in each fiscal year shall be set forth in the form of the Note. The weighted average maturity of the Notes shall not exceed the reasonably expected weighted average life of the Project which is hereby estimated to be 10 years.

Section 3. [The Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption, without a premium, or, if sold at par, with or without a premium of not exceeding one percent (1%) of the principal amount as determined with the purchaser.] [The Notes shall not be subject to redemption prior to maturity.] [Select one option]

Section 4. The Notes shall be direct general obligations of the Local Government, for which the punctual payment of the principal and interest on the Notes, the full faith and credit of the Local Government is irrevocably pledged, and the Local Government hereby pledges its taxing power as to all taxable property in the Local Government for the purpose of providing funds for the payment of principal of and interest on the Notes. The Governing Body of the Local Government hereby authorizes the levy and collection of a special tax on all taxable property of the Local Government over and above all other taxes authorized by the Local Government to create a sinking fund to retire the Notes with interest as they mature in an amount necessary for that purpose.

Section 5. The Notes shall be executed in the name of the Local Government; shall bear the signature of the chief executive officer of the Local Government and the signature of the recording officer of the Local Government and shall be payable as to principal and interest at the office of recording officer of the Local Government or at the office of the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the official designated by law as custodian of the funds of the Local Government. All proceeds shall be paid out for financing the Project pursuant to this Resolution and as required by law.

Section 6. The Notes will be issued in fully registered form and that at all times during which any Note remains outstanding and unpaid, the Local Government or its agent shall keep or cause to be kept at its office a note register for the registration, exchange or transfer of the Notes. The note register, if held by an agent of the Local Government, shall at all times be open for inspection by the Local Government or any duly authorized officer of the Local Government. Each Note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the registered owner of the Note in person or by the registered owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent together with a written instrument or transfer satisfactory to the Local Government duly executed by the registered owner or the registered owner's duly authorized attorney. Upon the transfer of any such Note, the Local Government shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered Notes. The

Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Section 7. The Notes shall be in substantially the form attached as Attachment 1 with only changes as are necessary or appropriate to comply with the requirements of the purchaser thereof as determined by the chief executive officer.

Section 8. The Notes shall be issued as an interfund loan from the Education Debt Service Fund to the Education Capital Projects Fund, as authorized in T.C.A. § 9-21-408.

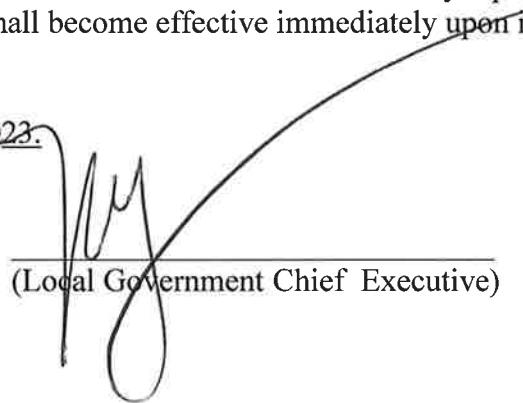
Section 9. The Notes shall not be sold until receipt of the Comptroller of the Treasury or Comptroller's Designee's written approval for the sale of the Notes.

Section 10. The chief executive officer is authorized to designate the Notes as qualified tax-exempt obligations for the purpose of Section 265(b) (3) of the Internal Revenue Code of 1986 if so eligible to be designated.

Section 11. After the sale of the Notes, and for each year that any of the Notes are outstanding, the Local Government shall prepare an annual budget and budget ordinance in a form consistent with accepted governmental standards and as approved by the Comptroller of the Treasury or Comptroller's designee. The budget shall be kept balanced during the life of the Notes and shall appropriate sufficient monies to pay all annual debt service. The annual budget and ordinance shall be submitted to the Comptroller of the Treasury or Comptroller's designee immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the "Statutes"). If the Comptroller of the Treasury or Comptroller's designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Comptroller of the Treasury or Comptroller's designee.


Section 12. All orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

Duly passed and approved this 17th day of April, 2023.



(Local Government Chief Executive)

ATTESTED:



(Recording Officer)

Attachment 1
CAPITAL OUTLAY NOTE FORM

Registered Note No. _____

Registered \$ _____

(Name of Local Government)

of the State of Tennessee

Capital Outlay Notes, Series 20__

DATED: _____

INTEREST RATE: _____

MATURITY DATE: _____

Registered Owner: _____

Principal Sum: _____

_____, Tennessee (the Local Government) hereby acknowledges itself indebted, and for value received hereby promises to pay to the Registered Owner hereof (named above), or registered assigns, the Principal Sum specified above on the Maturity Date specified above or according to an amortization schedule attached hereto (unless this note shall have been duly called for prior redemption and payment of the redemption price shall have been duly made or provided for), upon presentation and surrender to the Local Government or its agent, and to pay interest on the Principal Sum on _____ and thereafter on _____ of each year at the Interest Rate per annum specified above or according to an amortization schedule attached hereto, by check, draft, or warrant mailed to the Registered Owner at the address of the Registered Owner as it appears on the fifteenth (15th) calendar day of the month next preceding the applicable payment date in the note register maintained by or on behalf of the _____ Local Government. Both principal of and interest on this note are payable at the office of the Of the Local Government or a paying agent duly appointed by the Local Government in lawful money of the United States of America.

This note is a direct obligation of the Local Government for the payment of which as to both principal and interest the full faith and credit of the Local Government is pledged.

[This note is subject to redemption prior to its stated maturity in whole or in part at any time at the option of the Local Government upon payment of the principal amount of the note together with the interest accrued thereon to the date of redemption with a premium of _____% of par value.][This note is not subject to redemption prior to maturity.] [Select one option.]

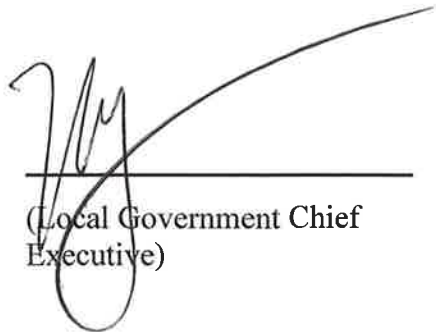
This note is issued under the authority of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated, and a Resolution duly adopted by the Governing Body of the Local Government meeting on the _____ day of _____, 20____ (the "Resolution") to provide funds to finance the cost of public works projects referenced in the Resolution.

This note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the Registered Owner of the note in person or by the Registered Owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent of the note together with a written instrument of transfer satisfactory to the Local Government duly executed by the Registered Owner or the Registered Owner's duly authorized attorney but only in the manner as provided in the Resolution of the Local Government authorizing the issuance of this note and upon surrender hereof for cancellation. Upon the transfer of any such note, the Local Government or its agent shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered note. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Pursuant to Tenn. Code Ann. Section 9-21-117, this note and interest thereon are exempt from all state, county, and municipal taxation except for inheritance, transfer and estate taxes and except as otherwise provided under the laws of the State of Tennessee.


IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this note exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Tennessee, and that the amount of this note, together with all other indebtedness of the Local Government, does not exceed any constitutional or statutory limitation thereon, and that this note is within every constitutional and statutory limitation.

IN WITNESS WHEREOF, the Governing Body of the Local Government has caused this note to be executed in the name of the Local Government by the signature of the _____ and attested by the signature of the _____ with the Seal of the Local Government affixed hereto or imprinted hereon, and this note to be dated as of the _____ day of 20_____.



(Local Government Chief Executive)

ATTESTED:



(Recording Officer)



ASSIGNMENT

Note No. _____

Amount: \$ _____

For value received, the undersigned hereby sells, assigns, and transfers unto

(Name and Address of assignee)

(Please indicate social security or other tax identifying number of assignee)

The within-mentioned note and hereby irrevocably constitutes and appoints _____
_____ attorney-in-fact, to transfer the same on the note register in the office of the _____
_____ or the agent of the Local Government with full power of
substitution in the premises.

Date: _____

Assignor: _____

Address: _____

School Board Vote: 6 Yes 0 No 0 Absent
 Budget Vote (12/12/2022): 4 Yes 1 No 0 Absent
 Funding Source: Note Proceeds/Education Debt Service

- Approval of this note also provides approval of the following Budget Amendment

Education Debt Service

156 – 34580	Restricted for Debt Service	\$200,000.00
156 – 99100 – 590	Transfers to Other Funds	\$200,000.00

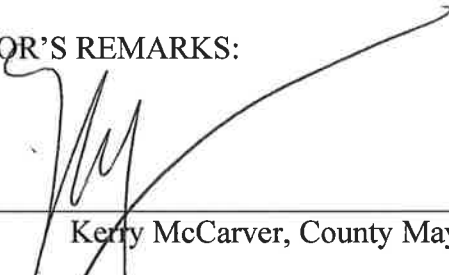
Education Capital Projects

177 – 49800	Transfers In	\$200,000.00
177 – 91300 – 799	Other Capital Outlay	\$200,000.0

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



 Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of April 2023.





 Abby Short, County Clerk

RESOLUTION: 13

RESOLUTION TITLE: To Authorize An Interfund Capital Outlay Note For Student Laptops (5th And 9th Grade) Not To Exceed \$470,000.00

DATE: April 17, 2023

MOTION BY: Mr. Eugene O. Evans, Sr.

SECONDED BY: Mr. Mike Breedlove

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of April, 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Governing Body of Cheatham County, Tennessee (the Local Government) has determined that it is necessary and desirable to issue interfund capital outlay notes in order to provide funds for the following public works project: Student Laptops for 5th and 9th Grade (the "Project"); and

WHEREAS, the Governing Body has determined that the Project is a public works project within the meaning of the Act (as defined below); and

WHEREAS, under the provisions of Parts I, IV and VI of Title 9, Chapter 21, Tennessee Code Annotated (the "Act"), local governments in Tennessee are authorized to finance the cost of this Project through the issuance and sale of interest-bearing interfund capital outlay notes upon the approval of the Comptroller of the Treasury or Comptroller's designee; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance of capital outlay notes to finance the cost of the Project;

NOW THEREFORE, BE IT RESOLVED by the Governing Body of Cheatham County, Tennessee, as follows:

Section 1. For the purpose of providing funds to finance the cost of the Project, the chief executive officer of the Local Government is hereby authorized in accordance with the terms of this resolution, and upon approval of the Comptroller of the Treasury or Comptroller's designee, to issue and sell interest-bearing capital outlay notes in a principal amount not to exceed Four Hundred and Seventy Thousand Dollars (\$470,000.00) (the "Notes"). The Notes shall be designated "Student Laptops Interfund Capital Outlay Notes, Series 2023"; shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination(s) as agreed upon with the purchaser; shall be sold at not less than 99% of par value plus accrued interest if any; and shall bear interest at a rate or rates not to exceed zero per cent (0%) per annum, and in no event shall the rate exceed the legal limit provided by law.

Section 2. The Notes shall mature not later than three (3) fiscal years after the fiscal year of issuance and, unless otherwise approved by the Comptroller of the Treasury or Comptroller's designee, the Notes shall be amortized through mandatory redemption in amounts reflecting level debt service on the Notes or an equal amount of principal paid in each fiscal year as is agreed upon by the chief executive officer and the Purchaser. The principal amount paid in each fiscal year shall be set forth in the form of the Note. The weighted average maturity of the Notes shall not exceed the reasonably expected weighted average life of the Project which is hereby estimated to be 10 years.

Section 3. The Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption, without a premium, or, if sold at par, with or without a premium of not exceeding one percent (1%) of the principal amount as determined with the purchaser.

Section 4. The Notes shall be direct general obligations of the Local Government, for which the punctual payment of the principal and interest on the Notes, the full faith and credit of the Local Government is irrevocably pledged, and the Local Government hereby pledges its taxing power as to all taxable property in the Local Government for the purpose of providing funds for the payment of principal of and interest on the Notes. The Governing Body of the Local Government hereby authorizes the levy and collection of a special tax on all taxable property of the Local Government over and above all other taxes authorized by the Local Government to create a sinking fund to retire the Notes with interest as they mature in an amount necessary for that purpose.

Section 5. The Notes shall be executed in the name of the Local Government; shall bear the signature of the chief executive officer of the Local Government and the signature of the recording officer of the Local Government and shall be payable as to principal and interest at the office of recording officer of the Local Government or at the office of the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the official designated by law as custodian of the funds of the Local Government. All proceeds shall be paid out for financing the Project pursuant to this Resolution and as required by law.

Section 6. The Notes will be issued in fully registered form and that at all times during which any Note remains outstanding and unpaid, the Local Government or its agent shall keep or cause to be kept at its office a note register for the registration, exchange or transfer of the Notes. The note register, if held by an agent of the Local Government, shall at all times be open for inspection by the Local Government or any duly authorized officer of the Local Government. Each Note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the registered owner of the Note in person or by the registered owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent together with a written instrument or transfer satisfactory to the Local Government duly executed by the registered owner or the registered owner's duly authorized attorney. Upon the transfer of any such Note, the Local Government shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered Notes. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15)

days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Section 7. The Notes shall be in substantially the form attached as Attachment 1 with only changes as are necessary or appropriate to comply with the requirements of the purchaser thereof as determined by the chief executive officer.

Section 8. The Notes shall be issued as an interfund loan from the Education Debt Service Fund to the Education Capital Projects Fund, as authorized in T.C.A. § 9-21-408.


Section 9. The Notes shall not be sold until receipt of the Comptroller of the Treasury or Comptroller's Designee's written approval for the sale of the Notes.

Section 10. The chief executive officer is authorized to designate the Notes as qualified tax-exempt obligations for the purpose of Section 265(b) (3) of the Internal Revenue Code of 1986 if so eligible to be designated.

Section 11. After the sale of the Notes, and for each year that any of the Notes are outstanding, the Local Government shall prepare an annual budget and budget ordinance in a form consistent with accepted governmental standards and as approved by the Comptroller of the Treasury or Comptroller's designee. The budget shall be kept balanced during the life of the Notes and shall appropriate sufficient monies to pay all annual debt service. The annual budget and ordinance shall be submitted to the Comptroller of the Treasury or Comptroller's designee immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the "Statutes"). If the Comptroller of the Treasury or Comptroller's designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Comptroller of the Treasury or Comptroller's designee.


Section 12. All orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

Duly passed and approved this 17th day of April, 2023.



(Local Government Chief Executive)

ATTESTED:



(Recording Officer)

Attachment 1
CAPITAL OUTLAY NOTE FORM

Registered Note No. _____

Registered \$ _____

(Name of Local Government)

of the State of Tennessee

Capital Outlay Notes, Series 20__

DATED: _____

INTEREST RATE: _____

MATURITY DATE: _____

Registered Owner: _____

Principal Sum: _____

_____, Tennessee (the Local Government) hereby acknowledges itself indebted, and for value received hereby promises to pay to the Registered Owner hereof (named above), or registered assigns, the Principal Sum specified above on the Maturity Date specified above or according to an amortization schedule attached hereto (unless this note shall have been duly called for prior redemption and payment of the redemption price shall have been duly made or provided for), upon presentation and surrender to the Local Government or its agent, and to pay interest on the Principal Sum on _____ and thereafter on _____ of each year at the Interest Rate per annum specified above or according to an amortization schedule attached hereto, by check, draft, or warrant mailed to the Registered Owner at the address of the Registered Owner as it appears on the fifteenth (15th) calendar day of the month next preceding the applicable payment date in the note register maintained by or on behalf of the _____ Local Government. Both principal of and interest on this note are payable at the office of the Of the Local Government or a paying agent duly appointed by the Local Government in lawful money of the United States of America.

This note is a direct obligation of the Local Government for the payment of which as to both principal and interest the full faith and credit of the Local Government is pledged.

[This note is subject to redemption prior to its stated maturity in whole or in part at any time at the option of the Local Government upon payment of the principal amount of the note

together with the interest accrued thereon to the date of redemption with a premium of _____% of par value.][This note is not subject to redemption prior to maturity.] [Select one option.]


This note is issued under the authority of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated, and a Resolution duly adopted by the Governing Body of the Local Government meeting on the _____ day of _____, 20____ (the "Resolution") to provide funds to finance the cost of public works projects referenced in the Resolution.

This note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the Registered Owner of the note in person or by the Registered Owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent of the note together with a written instrument of transfer satisfactory to the Local Government duly executed by the Registered Owner or the Registered Owner's duly authorized attorney but only in the manner as provided in the Resolution of the Local Government authorizing the issuance of this note and upon surrender hereof for cancellation. Upon the transfer of any such note, the Local Government or its agent shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered note. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Pursuant to Tenn. Code Ann. Section 9-21-117, this note and interest thereon are exempt from all state, county, and municipal taxation except for inheritance, transfer and estate taxes and except as otherwise provided under the laws of the State of Tennessee.


IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this note exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Tennessee, and that the amount of this note, together with all other indebtedness of the Local Government, does not exceed any constitutional or statutory limitation thereon, and that this note is within every constitutional and statutory limitation.

IN WITNESS WHEREOF, the Governing Body of the Local Government has caused this note to be executed in the name of the Local Government by the signature of the _____ and attested by the signature of the _____ with the Seal of the Local Government affixed hereto or imprinted hereon, and this note to be dated as of the _____ day of 20_____.



(Local Government Chief
Executive)

ATTESTED:



(Recording Officer)



ASSIGNMENT

Note No. _____

Amount: \$ _____

For value received, the undersigned hereby sells, assigns, and transfers unto

(Name and Address of assignee)

(Please indicate social security or other tax identifying number of assignee)

The within-mentioned note and hereby irrevocably constitutes and appoints _____
_____ attorney-in-fact, to transfer the same on the note register in the office of the _____
_____ or the agent of the Local Government with full power of
substitution in the premises.

Date: _____

Assignor: _____

Address: _____

School Board Vote: 6 Yes 0 No 0 Absent
Budget Vote (12/12/2022): 4 Yes 1 No 0 Absent
Funding Source: Note Proceeds/Education Debt Service

- Approval of this note also provides approval of the following Budget Amendment

Education Debt Service

156 – 34580	Restricted for Debt Service	\$470,000.00
156 – 99100 – 590	Transfers to Other Funds	\$470,000.00

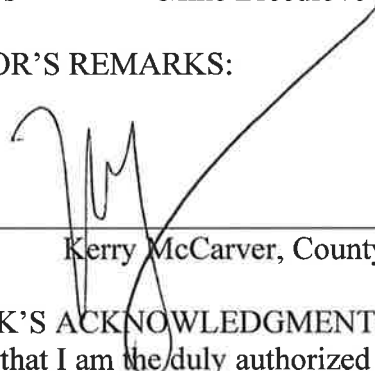
Education Capital Projects

177 – 49800	Transfers In	\$470,000.00
177 – 91300 – 799	Other Capital Outlay	\$470,000.0

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR’S REMARKS:

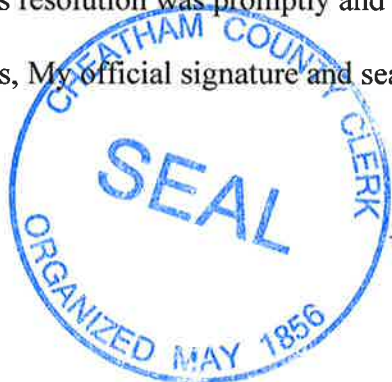


 Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK’S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of April 2023.





 Abby Short, County Clerk

RESOLUTION: 14(A)
RESOLUTION TITLE: To Approve Mayor's Signature On Dickson Electric System Contract
DATE: April 17, 2023
MOTION BY: Mr. Walter Weakley
SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

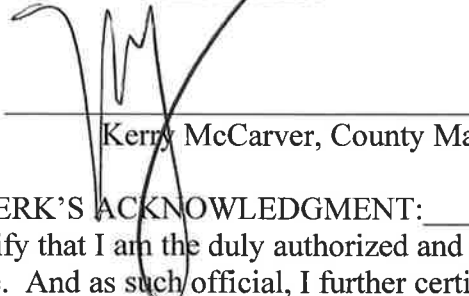
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of April 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Dickson Electric System Contract is approved.

A copy of the contract is attached.

RECORD: Approved by roll call vote 10 Yes 0 No 0 Absent 2 Abstain

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Abstain	James Hedgepath	Yes
B.J. Hudspeth	Abstain	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of April 2023.


Abby Short, County Clerk





Behind the Meter Generation & Backup Generation

Check List

This check list is designed to help ensure you have completed all the necessary requirements to have a compliant grid-tied generation system, such as solar. Once you have checked all the boxes you should be generating with a Dickson Electric System compliant system. Send all documents to Dickson Electric at customergeneration@dicksonelectric.com or drop them by Dickson Electric System (DES) office and request they be send to the engineering department. See the "Required Document" in this page for PDFs of ICPOA and Application.

- ✓ **Complete an Interconnect and Parallel Operation Agreement (ICPOA)**
- ✓ **Complete the Interconnection Application**
- ✓ **Submit \$100 application fee**
- ✓ **Submit one-line drawings and all equipment specs per the application**
- ✓ **Wait for DES approval of proposed generation system (per application specs)**
- ✓ **When approved proceed to the next step**
- ✓ **Install the system**
- ✓ **Request inspection by Tennessee state electrical inspector-make request online at <https://core.tn.gov/datamart/login.do>**
- ✓ **Pass state electrical inspection (all customer generation must pass state inspection)**
- ✓ **Contact DES for to schedule a DES system inspection**
- ✓ **Pass DES system inspection**

For questions about system requirement or to schedule an inspection please call 615-441-6316.

DICKSON ELECTRIC SYSTEM
Operating Policies and Procedures

CUSTOMER OWNED GENERATION

Policy No. 70

Date: August 4, 2020 *revised November 2, 2021*

Page 1 of 1

PURPOSE

The purpose of this policy is to ensure the welfare and safety of the public, homeowner and utility workers that could encounter a customer owned power source. The requirements for the safe and effective operation of these systems are detailed in Appendix 70-A. These requirements are in addition to the safety rules set forth in the National Electrical Safety Code Manual and are not intended to conflict with but provide more definition to the NEC requirements.

SCOPE

This policy applies to all sources of electrical potential. Gas Powered, Solar, Wind, Battery Storage, Thermal, Chemical or any other technology that can generate or store electrical energy. This policy applies to sources installed behind the Customers meter. Installation of these generation sources shall be installed by qualified contractors and approved by Dickson Electric System before placed into operation. An agreement must be entered into by the customer and the application fee must be paid prior to installation. Compliance with this policy should minimize the possibility of injury to the homeowner, general public and DES employees while performing their duties at or near the customers premises.

PROCEDURE

Customer and or their Contractor will notify DES of their intent to install a generation source at any location within the service territory of DES.

Customer/Contractor will make application with DES prior to installation.

DES will provide and review the size and design of the generation source.

For customer-owned generation greater than 400 amps, a disconnect switch may not be required.

DES will provide Customer/Contractor with instruction and drawings of equipment necessary to ensure the generation source is safely isolated from the electrical system.

VIOLATION

Any violation of this policy can result in the immediate disconnection of electric service.

Dickson Electric System Interconnection and Parallel Operation Agreement for Customer Generation

This Interconnection Agreement ("Agreement") is made and entered into this 23 day of February _____, 2023, by Dickson Electric System, ("Distributor"), a public utility, and Industrial Electric Services, inc hereinafter referred to as Participant, and

WHEREAS, the Participant has requested interconnection services to self-generate or sell the output of generation that is owned by the Participant or a third party (see attached Application For Interconnection) at the Participant's presently metered location, which is:

_____.

This Agreement does not create any obligation of the distributor or the distributor's power supplier, Tennessee Valley Authority ("TVA"), to purchase energy resulting from this interconnection, nor does this Agreement give the Participant the right to sell energy resulting from this interconnection to any other entity.

Now, therefore, for and in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. Scope of Agreement

- 1.1. This Agreement is applicable to conditions under which the Distributor and the Participant agree that one or more generating systems and all related interconnection equipment (described in the Application for Interconnection of Distributed Generation and attached to this agreement and hereinafter referred to as "Qualifying System") located at Participant's presently metered location with gross power rating of 40 kW and to be interconnected at 0.24 kV may be interconnected to the Distributor's electric power distribution system ("System"). Execution of this agreement allows the Participant to proceed with procurement and installation of the system but Participant is not allowed to proceed with parallel operation until Distributor has received a completed Certificate of Completion, Distributor has conducted an onsite inspection and witnessed any required commissioning test or waived such test, and has given Participant written authorization to proceed with parallel operation.

2. Establishment of Point of Interconnection

- 2.1.** The point where the electric energy first leaves the wires or facilities owned by the Distributor and enters the wires or facilities provided by Participant is the "Point of Interconnection." Distributor and Participant agree to interconnect the Qualifying System at the Point of Interconnection in accordance with the Distributor's rules, regulations, and by-laws which are incorporated herein by reference, and the Qualifying System and all related interconnection equipment will comply with the Distributor's Customer Generation Interconnection Procedures.

3. General Responsibilities of the Parties

Distributor has reviewed the proposed generation and related equipment as described in the Application for compliance with Distributor's Interconnection Procedures and approved the Qualifying System for interconnection based on one of the following conditions:

- 3.1.** Distributor in agreement with Participant has conducted additional engineering evaluations or detailed impact studies and any necessary System upgrades or changes identified by these additional studies have been implemented and Participant has paid for such changes where necessary.
- 3.2.** Participant shall comply with all applicable laws, regulations, zoning codes, building codes, safety rules and environmental restrictions, including the latest version of the National Electrical Code applicable to the design, installation, operation and maintenance of its Qualifying System.
- 3.3.** The Participant shall provide Local Building Code Official inspection and certification of installation forms to the Distributor. The certification shall reflect that the code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.
- 3.4.** Prior to parallel operation, the Distributor will inspect the Qualifying System for compliance with standards which may include a witness test. The participant shall NOT begin parallel operation until the Distributor provides authorization.
- 3.5.** Participant shall conduct operations of its Qualifying System in compliance with all aspects of the Rules and in accordance with industry standard prudent engineering practice, and must comply with the latest version of IEEE 1547.
- 3.6.** The Participant shall be responsible for protecting its generation equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the System in delivering and restoring power; and shall be responsible for ensuring that the Qualifying System is inspected, maintained, and tested on an ongoing basis in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. Distributor will have the right to request and receive copies of the test results.

4. Inspection and Ongoing Compliance

- 4.1.** Distributor will provide Participant with as much notice as reasonably practicable, either in writing, email, facsimile or by phone, as to when Distributor may conduct inspection

and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Distributor shall have access to the Participant's premises for the purpose of accessing the manual disconnect switch, performing an inspection or disconnection, or, if necessary, to meet Distributor's legal obligation to provide service to its customers.

5. Manual Disconnect Switch

- 5.1.** Participant must install a manual, lockable, visible load break disconnect switch between the generation source and the Distributor's system that is visibly marked "Participant Generation Disconnect." The disconnect shall be mounted separate from but adjacent to the Distributor's meter socket. The Participant shall ensure that such manual disconnect switch shall remain readily accessible to Distributor and be capable of being locked in the open position with a single Distributor utility padlock. A permanent, weatherproof single line diagram of the facility must be located adjacent to the disconnect switch. Names and current telephone numbers of at least two persons authorized to provide access to the facility that have authority to make decisions regarding the interconnection and operation of the Qualifying System will be included.

6. Disconnection/Reconnection

- 6.1.** Distributor may open the manual disconnect switch or disconnect the Participant's meter, pursuant to the conditions set forth in Section 6.2 below, isolating the Qualifying System, without prior notice to the Participant. To the extent practicable, however, prior notice shall be given. If prior notice is not given, Distributor shall at the time of disconnection leave a door hanger notifying the Participant that its Participant-owned generation has been disconnected, including an explanation of the condition necessitating such action. As soon as practicable after the condition(s) necessitating disconnection has(have) been remedied, Distributor will unlock the disconnect switch so Participant may reenergize the Qualifying System. The Distributor may require an inspection of the modified system before unlocking the disconnect switch.
- 6.2.** Distributor has the right to disconnect the Participant-owned generation at any time. Some examples of situations that may require disconnect are:
 - 6.2.1.** Emergencies or maintenance requirements on Distributor's system;
 - 6.2.2.** Hazardous conditions existing on Distributor's system due to the operation of the Participant's generating or protective equipment as determined by Distributor;
 - 6.2.3.** Adverse electrical effects, such as power quality problems on the electrical equipment of Distributor's or other electric consumers caused by the Participant-owned generation as determined by Distributor;
 - 6.2.4.** Failure to pay the distributor for costs associated with the participant's system
 - 6.2.5.** Unauthorized alterations to the participant's system from the original installation of the system.

7. Modifications/Additions to Participant-owned Generation

- 7.1.** If the Qualifying System is subsequently modified in order to increase or decrease its Gross power rating or any components are changed, the Participant must provide Distributor with written notification that fully describes the proposed modifications at least thirty (30) calendar days prior to making the modifications.
- 7.2.** Distributor has the right to accept or deny the request of the proposed modifications. Distributor shall review such modifications to determine if Distributor needs to modify its interconnection facilities, and any cost incurred in the review or system modification shall be borne by the Participant. Participant may, at its own risk, proceed with procurement and installation of such modifications, but Participant is not allowed to proceed with parallel operation until LPC has conducted an onsite installation verification, and witnessed any required commissioning test or waived such test, and has given Participant written authorization to proceed with parallel operation of the modified system.

8. Indemnity

- 8.1.** Participant agrees to release, indemnify, and save harmless Distributor, TVA, the United States of America, and their respective agents and employees from all liability, claims, demands, causes of action, costs, or losses for personal injuries, property damage, or loss of life or property, sustained by Participant, Participant's agents and family, or third parties arising out of or in any way connected with the installation, testing, operation, maintenance, repair, replacement, removal, defect, or failure of Participant's Qualifying System. The obligations of this section 8.1 shall survive termination of this agreement.

9. Assignment

- 9.1.** The Interconnection Agreement shall not be assignable by either party without thirty (30) calendar days notice to the other Party and written consent of the other Party, which consent shall not be unreasonably withheld or delayed.
- 9.2.** An assignee to this Interconnection Agreement shall be required to assume in writing the Participant's rights, responsibilities, and obligations under this Interconnection Agreement.

10. Insurance

- 10.1.** Distributor requires the following levels of Liability Insurance for Personal Injury and Property damage during the entire term of this Interconnection Agreement.
- 10.2.** Generation up to 10 kW – Participant maintains an amount of not less than \$100,000.
- 10.3.** Generation greater than 10 kW but equal or less than 50 kW – Participant maintains an amount of not less than \$500,000.

11. Billing and Payment

- 11.1.** Participant is responsible for Distributor's costs (whether actual or flat fees), including applicable overheads that Distributor incurs due to Participant's interconnection and parallel operation of the Qualifying System. These costs include, without limitation, the cost of system impact studies, installation verifications, reviews and all other additional facilities required by Distributor to interconnect the Qualifying System, and Distributor's System reconfiguration, upgrades, and modifications.
- 11.2.** Upon receipt of sufficient information from Participant, Distributor shall provide to Participant a good faith estimate of such interconnection costs, indicating what costs are upfront costs ("Upfront Interconnection Costs") and what costs (if any) are recurring, periodic charges ("Periodic Interconnection Costs").
- 11.3.** Participant shall remit to Distributor the full amount equal to such good-faith estimate of the Upfront Interconnection Costs, before Distributor begins incurring costs and before Participant interconnects or begins parallel operation of the Qualifying System. If the total actual Upfront Interconnection Costs incurred by Distributor exceed the good-faith estimate paid by Participant, Distributor shall promptly submit to Participant a written invoice for the excess amount, which amount Participant shall promptly pay. Once Distributor has begun incurring any Periodic Interconnection Costs, Distributor shall bill Participant for such costs, which costs Participant shall promptly pay. Upon request, Distributor shall provide to Participant documentation explaining the basis for such costs.

12. Effective Term and Termination Rights

This Agreement becomes effective when executed by both Parties and shall continue in effect as long as:

- 12.1.** The Qualifying System is capable of operation and connected to the Distributor's system
- 12.2.** The Qualifying System is compliant to the Distributor's interconnection requirements
- 12.3.** This Agreement will be terminated immediately upon the removal of the generation system.

13. Entirety of Agreement and Prior Agreements Superseded

- 13.1.** This Agreement, including the Rules, of the Agreement executed by Distributor and Participant, and all attached Exhibits expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the Qualifying System of the Parties at the Point of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein, in the Participant's Application for Interconnection of Distributed Generation, Certificate of Completion, or other written information provided by the Participant in compliance with the Rules.

14. Notices

14.1. Notices given under this Agreement are deemed to have been duly delivered if hand delivered, sent via email, sent by United States certified mail (return receipt requested for all methods of notification):

(a) Address if mailed to Distributor:

Dickson Electric System

236 Cowan Rd, Dickson, TN 37055

Email: customergeneration@dicksonelectric.com

(b) Address if mailed to Participant:

Email: _____

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

(Distributor)

(Participant Name)

DICKSON ELECTRIC SYSTEM

BY _____

BY _____

(Electronic Signature or Print for Manual Signature)

TITLE _____

TITLE _____

DATE _____

DATE _____

Application for Interconnection of Customer Owned Generation

This application is submitted to Dickson Electric System (Distributor), 236 Cowan Rd, Dickson TN 37055, customergeneration@dicksonelectric.com, and is considered complete when it provides all applicable and correct information required below.

CUSTOMER

Name _____

Address _____

City _____ State _____ Zip _____

Telephone (Day) _____ (Evening) _____

Fax _____ Email Address _____

DES Electric Service Account Number _____

Owner of Building (if different than customer) _____

CONTACT (IF DIFFERENT THAN CUSTOMER)

Name _____

Address _____

City _____ State _____ Zip _____

Telephone (Day) _____ (Evening) _____

Fax _____ Email Address _____

OWNER OF SYSTEM (IF DIFFERENT THAN CUSTOMER)

Name _____

Address _____

City _____ State _____ Zip _____

Telephone (Day) _____ (Evening) _____

Fax _____ Email Address _____

ELECTRICAL CONTRACTOR (AS APPLICABLE)

Company Industrial Electric Services, Inc

Mailing Address 198 Tennessee Waltz

City Ashland City County Cheatham State TN Zip 37015

Telephone (Day) 615-792-5016 (Evening) _____

Fax _____ Email Address gpfeffer@ieservices-inc.com

Contractor's License # 61017 City/County/State _____

GENERATING FACILITY INFORMATION

Location (if different from above) 195195 TN-249 Kingston Springs TN 37082

Distributor Kohler Account Number _____

Inverter Manufacturer _____ Model cd4039D393736

Nameplate Rating 33 (kW) 40 (kVA) 240 (AC Volts)

Single Phase yes Three Phase _____

System Design Capacity 38.4 (kW) 40 (kVA)

Energy Source – check all that apply:

- Solar
- Wind
- Renewable
- Renewable with Battery Backup
- Whole Home Generator
- Portable Generator
- EV Battery Chrger
- Other (describe) _____

Submit required Application Fee to Distributor \$ _____

Attach support information to show testing and listing by a Nationally Recognized Laboratory for compliance with the codes and standards outlined in 1.4.1 – 1.4.4 for the proposed system.

Estimated Installation Date 02/24/2023 Estimated In-Service Date 03/01/2023

List components of the Small Generating Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

ADDITIONAL INFORMATION – SINGLE LINE DIAGRAM

In addition to the items listed above, please attach a detailed one-line diagram of the proposed facility, all applicable elementary diagrams, major equipment (generators, transformers, inverters, circuit breakers, protective relays, batteries, number and location of PV panels, etc.), specifications, test reports, etc., and any other applicable drawings or documents necessary for the proper design of the interconnection. Also describe the address or grid coordinates of the facility.

PERMISSION TO INTERCONNECT

Customer must not operate their generating facility in parallel with Distributor’s system until they receive written authorization for parallel operation from Distributor. Unauthorized parallel operation could result in injury to persons and/or damage to equipment and/or property for which the customer may be liable.

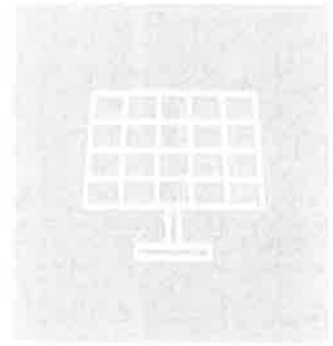
INTERCONNECTION CUSTOMER SIGNATURE

I hereby certify that, to the best of my knowledge, the information provided in this application is true.

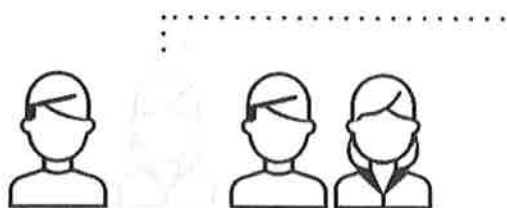
Signed: _____

Title: _____ Date: _____

HOW DO I CHOOSE A QUALIFIED SOLAR INSTALLER?

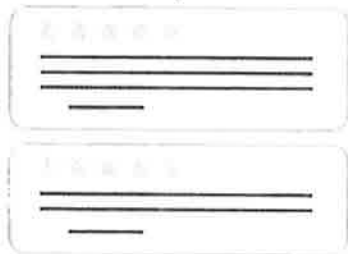


Are you considering installing solar panels? This guide will help you select a qualified and credible company.



RESEARCH

- **Get quotes** from multiple installers to make sure that you are getting a good price.
- **Read the terms of the proposal** closely and ask questions if you don't understand the process or the contract isn't clear.



EXPERIENCE

- **Ask the installer for references** from previous projects and call them to learn more about the installer.
- **Look at customer reviews** through services like the Better Business Bureau to make sure the installer has a good track record.

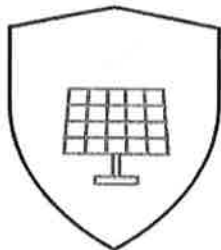
Common business licenses include:



General contracting, electrician, home improvement, or home performance.

LICENSES

- **Check that the installer has up-to-date** business and insurance licenses as required by state and local governments.



EXPERTISE

- Confirm the installer has a **Solar PV Installation Professional Certification** from the **North American Board of Certified Energy Practitioners**.

This certification is the gold standard for the industry.



IS SOLAR RIGHT FOR YOU?

Explore TVA's Solar Calculator at edt.tva.gov.



Green

Sources:

Energy Sage: <https://www.energysage.com/solar/decision-guide/how-to-choose-a-solar-installer/>

Solar Energy Industries Association: <https://www.seia.org/sites/default/files/2018-06/SEIA-Consumer-Guide-Solar-Power-v4-2018-June.pdf>

RESOLUTION: 14(B)

RESOLUTION TITLE: A Resolution Amending And Clarifying The Longevity Pay Policy

DATE: April 17, 2023

MOTION BY: Mr. Walter Weakley

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of April 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Cheatham County ("County") wishes to increase employee retention, especially among the County's most experienced employees; and

WHEREAS, the County wish to reward employees with significant service to the County by providing additional compensation to such employees based on years of service ("Longevity Pay.")

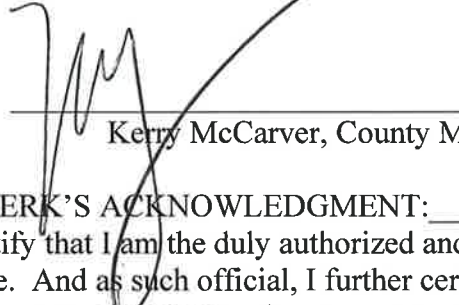
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of April 2023 in the General Sessions Court Room of Cheatham County Tennessee as follows:

1. Employees will become eligible for Longevity Pay following completion of seven (7) full years of [continuous] service to the County.
2. Longevity Pay will be payable in a lump sum, subject to deduction of applicable payroll taxes, in the month of the employee's employment anniversary.
3. Longevity Pay will be calculated at a rate of one hundred dollars (\$100) per year of service. There is no maximum amount of Longevity Pay.
4. Employees are entitled to Longevity Pay only if employed by the County on the anniversary of their hire date. Longevity Pay will not be prorated if employment terminates prior to the employee's hire date anniversary.
5. All prior resolutions regarding eligibility and calculation of longevity pay are hereby repealed.
6. This resolution shall be effective as of July 1, 2023.

RECORD: Approved by roll call vote 10 Yes 0 No 0 Absent 2 Abstain

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Abstain	James Hedgepath	Yes
B.J. Hudspeth	Abstain	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of April 2023.



Abby Short, County Clerk



RESOLUTION: 14(C)
RESOLUTION TITLE: To Approve Mayor's Signature On Staples Contract
DATE: April 17, 2023
MOTION BY: Mr. Walter Weakley
SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:


BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of April 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Staples Contract is approved.

A copy of the contract is attached.

RECORD: Approved by roll call vote 10 Yes 0 No 0 Absent 2 Abstain

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Abstain	James Hedgepath	Yes
B.J. Hudspeth	Abstain	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of April 2023.




Abby Short, County Clerk



BREAKROOM SOLUTIONS STANDARD PROGRAM EQUIPMENT MASTER AGREEMENT

This Equipment Agreement ("Agreement") is effective as of April 7, 2023 ("Effective Date"), by and between Cheatham County-Sw ("Buyer") and Staples Contract & Commercial LLC ("Seller"). This Agreement includes any Attachments made hereto.

1. **Scope.** This Agreement governs the provision of coffee and/or water dispensing units ("Equipment") to Buyer by Seller. The parties will execute a "Local Order Form" (substantially in the form attached hereto as Attachment A) for each Buyer location at which Equipment will be installed. Buyer agrees that Seller will be a preferred source for Breakroom related products while this agreement is in effect.
2. **Term.** The "Initial Term" of this Agreement shall extend for two (2) year(s) from the Effective Date. Upon expiration of the Initial Term, this Agreement will continue on a month-to-month basis unless terminated by either party in accordance with the terms herein (together with the Initial Term, the "Term"). New equipment can only be added during the Initial Term of the Agreement. If new Equipment is needed once the Agreement turns month-to-month, a new Agreement will have to be signed unless Seller, in its sole discretion, agrees to provide new Equipment to Buyer during the month-to-month term. The required Minimum Monthly Purchase Volume or Monthly Rental Fee (as applicable) are premised on each individual piece of Equipment remaining at the Buyer location for a period of time equal to the duration of the Initial Term, starting as of the date of the installation (each such period, the "Equipment Lease Term"). For example, if the Initial Term of the Agreement is a 2-year period, then the Equipment Lease Term for a piece of Equipment will be 2-years from the date of installation.
3. **Termination.** Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. If Buyer terminates this Agreement or any Buyer Location for any reason, Seller has the right to charge Buyer a recovery fee of \$200.00 (the "Recovery Fee") per each piece of equipment that has not fulfilled its respective Equipment Lease Term. Upon expiration or termination of this Agreement, upon request by Seller, Buyer shall promptly return the Equipment and pay any unpaid amounts due under this Agreement to Seller. If Equipment is not returned, Buyer will be charged for the cost of the Equipment.
4. **Pricing, Invoicing and Payment Terms.** Applicable rental charges and fees for Equipment are set forth in the Program Offering section below, Exhibit 1 (Program Offering), and in each Local Order Form. Seller will invoice Buyer monthly for any charges hereunder. Buyer will remit all invoice payments, including applicable taxes on its purchases, to Seller in accordance with Buyer's standard credit and payment terms with Seller, regardless of the method of ordering. If Buyer fails to meet Seller's credit requirements or pay invoices within the agreed-upon payment terms, Seller may refuse to provide the products and Services (defined below) and remove Equipment.
 - 4.1. If Equipment is shipped to Buyer and cannot be installed within 45 days of initial receipt due to delays by Buyer, Equipment must be returned to Seller within 60 days of initial receipt. If Equipment is not returned, Buyer will be charged for the Equipment and the Equipment will be owned outright by Buyer and will no longer be considered part of the Breakroom Program. Buyer is then responsible for installation and service on that Equipment.
5. **Program Offering.** The Equipment listed in Exhibit 1; Program Offering is the standard Breakroom Program for Buyer. For each individual Buyer location, a Local Order Form outlining the specific Equipment requested and Monthly Purchase Volume(s)/Monthly Rental Fee(s) must be executed. Seller reserves the right to periodically (or annually) revisit Min Spend and will provide the customer written notification 45 days prior to implementation.
 - 5.1. **Buyer Location Acknowledgement.** Buyer acknowledges that it (i) will be bound by the terms of the Equipment Agreement as a "Buyer" and a "party"; and (ii) will be liable for applicable charges and payment for Equipment placed, as requested by any Buyer Location, from Seller in accordance with the Equipment Agreement.
 - 5.2. **Monthly Purchase Volume.** For each unit of Equipment provided by Seller, Buyer agrees to maintain the minimum monthly purchase volume of qualifying coffee and breakroom product (Staples Breakroom Department 50 only) Net Sales set forth in Exhibit 1 for each location where such Equipment is placed ("Monthly Purchase Volume"). If Buyer does not achieve the required Monthly Purchase Volume for active Equipment at all Buyer locations, Seller will invoice Buyer for the difference between the Monthly Purchase Volume requirement(s) and Buyer's Net Sales. "Net Sales" means the gross sales price of the products, less shipping costs (including freight charges and insurance), taxes, duties, discounts and allowances actually taken, rejections and returns to the extent credit is given or paid, and also excluding purchases made via (i) staples.com, or (ii) any Staples retail channel.



5.2.1. **Qualifying Breakroom Products – Department 50, Class/Category Listing**

Staples Breakroom Department 50 - Qualifying Categories							
Class	Description	Class	Description	Class	Description	Class	Description
504	COFFEE	514	CUPS, LIDS, & ACCESSORIES	502	WATER	687	DISPOSABLE PLATES & BOWLS
509	KCUPS & PODS	883	BREAKROOM ORGANIZERS	507	SODA & JUICE	688	WATER COOLERS & FILTERS
556	TEA AND TEA DRINKS	426	TAKEOUT SUPPLIES	538	FRESH GROCERIES	550	BREAKROOM SMALL APPLIANCES
578	COFFEE MAKERS/BREWERS	500	CANDY	506	SEASONAL FOOD/CANDY	695	REFRIGERATORS&MICROWAVES
585	CONDIMENTS	501	SNACKS	685	DISPOSABLE CUTLERY	376	PET PRODUCTS

6. **Services.** Upon Buyer's request, Seller or its agent will provide Covered Services and/or Additional Services (collectively "Services") as follows:
 - 6.1. **Covered Services.** Seller or its agent will provide the following services at no additional charge, during mutually agreeable Business Hours: (i) Equipment installation; (ii) Equipment de-installation upon expiration or termination of this Agreement; (iii) scheduled filter changes; and (iv) perform necessary repairs on an as needed basis, except as set forth in Section 8.3 (collectively, "Covered Services").
 - 6.2. **Additional Services.** The parties may mutually agree to add additional services that are not Covered Services (e.g. moving Equipment) and/or Covered Services outside Business Hours ("Additional Services"). Seller will charge Buyer its customary rates for Additional Services then in effect, available upon request.
 - 6.3. **Off Cycle Filter Changes –** If Buyer is requesting out of cycle filter change(s), Seller will charge Buyer \$200.00 per each filter changed. One annual filter change is included in program services at no extra charge.
 - 6.4. **Water Quality.** If Buyer's water quality, water consumption, water pressure or flow rate change, or maintenance of the Equipment is affected by external factors such as sand, sediment, or an inadequate water supply, additional equipment or service may be required to assure performance of the Equipment. At Buyer's request, Seller will lease and have such equipment installed or have such services provided to Buyer at Seller's customary rates then in effect.
 - 6.5. "Business Hours" are Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding days on which Seller or its agent is not open for business.
 - 6.6. **Discontinued Equipment Replacement.** Upon Equipment being discontinued by the manufacturer, if the Equipment needs to be replaced, Agreement must be active within the Initial Term and a new Local Order Form will be required to have replacement Equipment installed. If Agreement is no longer within the Initial Term, a new Equipment Agreement and Local Order Form will be required to have replacement Equipment installed.
7. **Warranty.** Seller warrants that it will provide Buyer with pass-through of all manufacturers' warranties for all products sold to Buyer in lieu of any other express or implied warranties from Seller. Seller warrants that the Services will be performed in a professional manner in accordance with prevailing industry standards. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. SELLER SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND/OR NON-INFRINGEMENT.
8. **Buyer Representations.**
 - 8.1. Buyer will ensure that the required water (including, but not limited to, a dedicated water connection for the installation of in-line products) and electrical utilities are in place before installation of the Equipment, and that there is adequate heating, ventilation, and lighting for equipment to function properly.
 - 8.2. Buyer will follow all instructions provided by the manufacturer and/or Seller relating to use of the Equipment and products.
 - 8.3. Buyer will be responsible for daily/weekly cleaning/maintenance (outlined in the user manual and/or communicated to Buyer by Seller or Seller's service technician) to allow for Equipment to remain in good working condition.
 - 8.4. If a service call is requested and it is determined by a Seller contracted service technician that the equipment is not being properly cleaned/maintained, the Buyer will be charged by the hour for repairs. Repair cost will be \$125.00 per hour.



- 8.5. Buyer will pay Seller for repairs, damages or destruction of the Equipment due to causes beyond Seller's control, including but not limited to: (i) Buyer's misuse or negligence; (ii) repair or alteration of the Equipment by unauthorized persons; (iii) relocation of the Equipment from the original site of installation; or (iv) theft from Buyer's premises.
- 8.6. Buyer will permit Seller and its employees, subcontractors and agents reasonable access to its premises and the Equipment to perform its obligations hereunder.
9. **Remedies and Limitation of Liability.** Buyer's sole and exclusive remedy under this Agreement for any disputes, claims, questions or disagreements arising out of or related to this Agreement (each, a "Claim") and Seller's maximum liability under this Agreement, shall be for Seller, at its sole and exclusive determination, either to correct the defective work or to refund Buyer all amounts paid under this Agreement for the six-month period immediately preceding the date that Buyer's cause of action first accrues (the "Incident Date"). Buyer may only assert a Claim hereunder if the injury, loss or damage giving rise to the Claim occurs during the Term and Buyer provides Seller written notice of such Claim within one year after the Incident Date. Neither party shall be liable for any special, indirect, incidental, consequential, or punitive damages of any kind even if advised of the possibility thereof.
10. **Confidentiality.** The parties agree not to disclose any confidential information furnished by the other party, except as required by law. For purposes hereof, such confidential information includes, but is not limited to, pricing, cost and Seller data, purchasing patterns, customer information, and financial information, whether or not marked or labeled as confidential. In the event a party believes it is required by subpoena or other legal process to disclose confidential information received from the other party, it will give prompt written notice to such other party prior to making any disclosures.
11. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, provided however that Seller may assign this Agreement to any affiliate of Seller.
12. **Governing Law.** The provisions herein shall be construed in accordance with the laws of the State of New York excluding its conflicts of law provisions.
13. **Miscellaneous.** This Agreement contains the entire agreement between the parties as it specifically pertains to the subject matter contained herein. Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of both parties. All purchase orders submitted to Seller for products shall be governed by the terms herein, and in the event of any conflict, this Agreement shall supersede. No waiver of any right or remedy hereunder with respect to any occurrence or event on one occasion shall be deemed a waiver of such right or remedy with respect to such occurrence or event on any other occasion. Unless otherwise provided herein, the rights and obligations of any party which by their nature extend beyond the expiration or termination of this Agreement shall continue in full force and effect notwithstanding the expiration or termination of this Agreement.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its respective authorized representatives as of Effective Date.

Staples Contract & Commercial LLC		Buyer Name:	Cheatham County-Sw
By its authorized agent:		By its authorized agent:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
Address for notices:	Staples Contract & Commercial LLC 500 Staples Drive Framingham, MA 01702	Address:	



Exhibit 1

Effective as of: April 7, 2023

Program offering attached

BREAKROOM SOLUTIONS STANDARD PROGRAM EQUIPMENT MASTER AGREEMENT
EXHIBIT 1 - PROGRAM OFFERING

Cheatham County-Sw (27167799) - Program Offering

Today's Date	4/3/2023
Choose Agreement Type	Breakroom Standalone
Enter Agreement Date	4/7/2023
Choose Contract Term (Years)	2
Enter Master Customer Name	Cheatham County-Sw
Enter Master Customer Account #	27167799
Choose Program Type	Full Rental

Shutter Design
 Breanna Kellum
 256-894-8405 ext 1001
 breanna@shuttersbydesign.com

Item	Description	Monthly Purchase Volume	Monthly Rental Fee	Recovery Fee
COFFLEPRO	Pour Over, Traditional Brew, Airpot	==	\$46	\$200
KEURIG K1500	Pour Over, Single Cup, K-Cup	==	\$10	\$200
KEURIG K2500	Plumbed, Single Cup, K-cup	==	\$72	\$200
KEURIG K3500	Plumbed, Single Cup, K-cup	==	\$107	\$200
KEURIG K4000	Plumbed, Single Cup, Cafe Style Drinks, K-cup	==	\$110	\$200
FLAVIA CL50	Pour Over, Single Cup, Freshpack	==	\$10	\$200
FLAVIA C500	Pour Over, Single Cup, Freshpack	==	\$112	\$200
FLAVIA C500-P	Plumbed, Single Cup, Freshpack	==	\$112	\$200
NEWCO AK-3	Pour Over, Traditional Brew, Carafe	==	\$63	\$200
NEWCO AK-1C	Pour Over, Traditional Brew, Thermal Carafe	==	\$79	\$200
NEWCO ACE-1P	Plumbed, Traditional Brew, Carafe	==	\$135	\$200
NEWCO ACE-1S	Plumbed, Traditional Brew, Telescoping, Carafe/Airpot	==	\$148	\$200
RO UNIT (BREWER)	Reverse Osmosis Unit, For Brewer (drain and additional space required)	==	\$50	\$200
FRCOOLER	Floor Standing Filtration Cooler - Project Manager will choose Provider and Model	==	\$40	\$200
CTRCOOLER	Countertop Filtration Cooler - Project Manager will choose Provider and Model	==	\$40	\$200
RO UNIT (COOLER)	Reverse Osmosis Unit - Must Choose Cooler Model in addition to R/O (Drain And Additional Space Required)	==	\$10	\$200
BRIO COUNTERTOP	Primo (DS) Brío Standard Countertop, Carbon Filtration	==	\$40	\$200
BRIGHT LOT CARBON FRCOOLER	Primo (DS) Purello Bright lot Standard Floor Standing, Carbon Filtration	==	\$40	\$200
BRIGHT LOT R/O FRCOOLER	Primo (DS) Purello Bright lot Reverse Osmosis Floor Standing, R/O Filtration	==	\$50	\$200
WL270	Waterlogic WL270 Filtration Cooler	==	\$40	\$200
WL2 - MINI	Waterlogic WL2 - Mini Filtration Cooler	==	\$40	\$200
WL2 - TOWER	Waterlogic WL2 - Tower Filtration Cooler	==	\$40	\$200
WL2 - TOWER/TALL	Waterlogic WL2 - Tower/Tall Filtration Cooler with Reverse Osmosis	==	\$50	\$200
WL2 W/ HANDS FREE - MINI	Waterlogic WL2 W/ Hands Free: Mini Filtration Cooler	==	\$55	\$200
WL2 W/ HANDS FREE - TOWER	Waterlogic WL2 W/ Hands Free: Tower Filtration Cooler	==	\$55	\$200
WL2 - MINI	Waterlogic WL2 - Mini Filtration Cooler	==	\$60	\$200
WL2 - TOWER	Waterlogic WL2 - Tower Filtration Cooler	==	\$60	\$200
WL2 W/ HANDS FREE - MINI	Waterlogic WL2 W/ Hands Free: Mini Filtration Cooler	==	\$70	\$200
WL2 W/ HANDS FREE - TOWER	Waterlogic WL2 W/ Hands Free: Tower Filtration Cooler	==	\$70	\$200
WL800 MAX - HIGH VOLUME UNIT	Waterlogic WL800 Max: High Volume Unit Filtration Cooler	==	\$80	\$200
ICEIRO 160 CT	Waterlogic Iceiro 160 Ct Ice Machine	==	\$179	\$200
ICEIRO 300 CT	Waterlogic Iceiro 300 Ct Ice Machine	==	\$270	\$200
ICEIRO 300 W/ STAND	Waterlogic Iceiro 300 W/ Stand Ice Machine	==	\$270	\$200
BT-COOLER	5 GALLON BOTTLE COOLER	==	\$6	\$200
WATER-PUB	5 GALLON PURIFIED WATER	==	\$ 6.99/bottle	\$0
WATER-SPRING	5 GALLON SPRING WATER	==	\$ 7.99/bottle	\$0
WATER-DIST	5 GALLON DISTILLED WATER	==	\$ 7.99/bottle	\$0

ADDENDUM

This Addendum is executed this the ___ day of _____ 2023 by and between **Cheatham County, Tennessee** ("County") and **Staples Contract & Commercial LLC** ("Vendor")

1. Order of Precedence. County and Vendor have entered or are entering into an agreement for goods and/or services. This Addendum modifies such agreement and shall control over any contrary terms in the agreement and any other contract or document the parties have previously executed or hereafter execute. No document provided by Vendor shall control over the terms herein unless it specifically amends this Addendum, and such document is executed by both parties with proper authorization. This Addendum contains terms material to the agreement and the County is only authorized to enter into the agreement in conjunction with this Addendum.

2. Maximum Contract Term. The total term of the agreement, including extensions, shall not exceed five (5) years. In the event products or services continue to be provided following the expiration of the agreement, the County shall have the right to terminate the relationship upon giving thirty (30) days' notice. The County shall remain liable for products and services actually provided through the date of termination. The foregoing shall not be interpreted to prevent the parties from entering into sequential agreements that cumulatively exceed five (5) years.

3. Choice of Law and Venue. The agreement will be governed by the laws of the State of Tennessee, not including choice of law principals. Venue for any actions shall be in the state and federal courts in Tennessee.

4. Confidentiality and Public Records. The County and Vendor will maintain the confidentiality of information and records in accordance with applicable law. No provision of the agreement shall require the County to keep any information or records confidential in contravention of applicable open records laws or make disclosure subject to notice or approval of Vendor.

VENDOR

CHEATHAM COUNTY

RESOLUTION: 14(D)
RESOLUTION TITLE: To Approve Mayor's Signature On Clarksville Disposal Contract
DATE: April 17, 2023
MOTION BY: Mr. Walter Weakley
SECONDED BY: Ms. Diana Lovell
COMPLETED RESOLUTION:

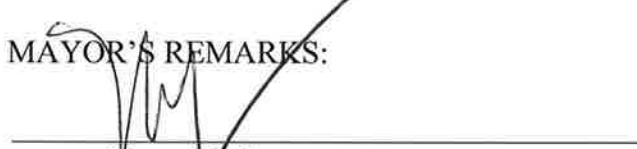
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of April 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Clarksville Disposal Contract is approved.

A copy of the contract is attached.

RECORD: Approved by roll call vote 10 Yes 0 No 0 Absent 2 Abstain

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Abstain	James Hedgepath	Yes
B.J. Hudspeth	Abstain	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

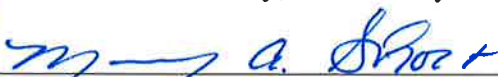

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of April 2023.




Abby Short, County Clerk

MBB
2-28-2023



Clarksville Disposal
50 N Reynolds Street, Clarksville, Tennessee 37040
P:(931) 552-3010 F:(931) 552-3493

CUSTOMER SERVICE AGREEMENT
#00964646

SERVICE LOCATION

Customer Name	Cheatham County Sheriffs Office
Address	200 Court Square
City, State, Zip	Ashland City, TN, 37015
Contact	JJ Hannah
Phone	(615) 812-6584
Email	jj.hannah@cheathamcountyttn.gov

BILLING INFORMATION

Customer Name	Cheatham County Sheriffs Office
Address	200 Court Square
City, State, Zip	Ashland City, TN, 37015
Contact	JJ Hannah
Phone	(615) 812-6584
Email	jj.hannah@cheathamcountyttn.gov

SERVICES AND RATES

Effective Date: 3/1/2023

Type	Quantity	Bin Size	Service Frequency	Service Type	Price
Recurring	1.00	6 Yard	2XW	FL 6 YD 2X WK 1	\$159.13
On Call	1.00			DELIVERY CHARGE - COMM	\$50.00

ADDITIONAL COMMENTS

For the initial term of this agreement, Fuel Surcharge is not to exceed 10%.

PAYMENT TERMS


The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer. **TERMS: NET 10 DAYS.** State and local taxes, government franchise fees (if applicable), administrative fees, fuel surcharges and environmental fees also apply. Container relocation, container removal and seasonal restarts will be provided at additional costs.

The service agreement is for 24 months and the renewal period is for 24 months.

CUSTOMER

Authorized Signature	
Printed Name	
Title	Date (MM/DD/YYYY) 02/28/2023

REPRESENTATIVE

<p>David Graves Territory Manager Waste Connections of Tennessee, Inc.</p>	 WASTE CONNECTIONS
<p>P: (931) 237-0184 M: +1 9312370184 @: david.graves@wasteconnections.com</p>	

ARTICLE I
SERVICES RENDERED

Customer grants to Contractor the exclusive right to collect and dispose of all of Customer's Waste Materials (as defined below) and agrees to make payments to Contractor as described herein, and Contractor agrees to furnish the services and equipment specified above, all in accordance with the terms of this Agreement.

ARTICLE II
TERM

12 THE INITIAL TERM (THE "INITIAL TERM") OF THIS AGREEMENT IS 24 MONTHS FROM THE EFFECTIVE SERVICE DATE SET FORTH ON THE FIRST PAGE OF THIS AGREEMENT, WHICH IS THE DATE CONTRACTOR'S EQUIPMENT IS DELIVERED TO CUSTOMER'S LOCATION OR SERVICE UNDER THIS AGREEMENT COMMENCES, WHICHEVER IS EARLIER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 24 MONTHS TERMS (EACH A "RENEWAL TERM") AND TOGETHER WITH THE INITIAL TERM, THE "TERM") THEREAFTER UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION BY U.S. CERTIFIED OR REGISTERED MAIL, POSTAGE PRE-PAID AND RETURN RECEIPT REQUESTED, TO THE OTHER PARTY AT LEAST NINETY (90) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR ANY RENEWAL TERM. ANY SUCH NOTICE SHALL BE SENT TO THE OTHER PARTY'S ADDRESS SET FORTH ON THE FIRST PAGE OF THIS AGREEMENT, OR ANY CHANGE OF ADDRESS COMMUNICATED IN WRITING BY THE OTHER PARTY DURING THE TERM OF THE AGREEMENT. A RENEWAL TERM SHALL BECOME EFFECTIVE (THEREBY EXTENDING THE THEN-CURRENT TERM) UPON EITHER PARTY'S FAILURE TO GIVE NOTICE OF TERMINATION WITHIN THE TIME PERIOD SET FORTH ABOVE. NOTWITHSTANDING THE FOREGOING, CUSTOMER AGREES THAT IT SHALL NOT PROVIDE ANY SUCH NOTICE OF TERMINATION IF CONTRACTOR MEETS COMPETITIVE OFFERS MADE BY THIRD PARTIES IN WRITING FOR SIMILAR SERVICES AFTER CONTRACTOR'S REVIEW THEREOF PURSUANT TO ARTICLE XIII BELOW. *the total term shall not exceed five (5) years.*

ARTICLE III
WASTE MATERIALS

The waste materials to be collected and disposed of by Contractor pursuant to this Agreement consist of all solid waste (including recyclable materials) generated or collected by Customer at the locations specified on the first page of this Agreement (the "Waste Materials"); provided, however, that the term Waste Materials specifically excludes and Customer agrees not to deposit in Contractor's equipment or place for collection by Contractor any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). ~~Customer agrees to comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. In the event that any recyclable materials furnished to Contractor by Customer are, due to presence of contaminants, rejected by a recycling facility or otherwise are determined by Contractor not to be reusable or to have a reduced resale value, Contractor may, in addition to its other remedies, require Customer to pay Contractor, as liquidated damages and not as a penalty, the charges incurred by Contractor (plus overhead and profit) for hauling, processing and/or disposal of such materials and for the reduction in resale value of such materials. Contractor shall deliver properly prepared recyclable materials furnished to Contractor by Customer to a recycling facility owned and/or operated by Contractor or an affiliate of Contractor or a third party that Contractor understands will recycle the materials ("Third Party Facility"); provided, however, that Contractor shall not be responsible for and has not made any representation to Customer regarding the ultimate recycling of such recyclable materials by a Third Party Facility.~~

ARTICLE IV
TITLE

Contractor shall acquire title to the Waste Materials when they are loaded into Contractor's truck. Title to and liability for any Excluded Waste shall remain with Customer. ~~Customer expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all damages, penalties, fines, liabilities and costs (including reasonable attorney's fees) resulting from or arising out of the deposit of Excluded Waste in Contractor's trucks, containers or other equipment.~~

ARTICLE V
PAYMENTS

Customer agrees to pay Contractor on a monthly basis for the services and/or equipment furnished by Contractor in accordance with the rates, charges and fees provided for herein ("Charges"). Payment shall be made by Customer to Contractor within the period of time set forth on the first page of this Agreement. Contractor may impose and Customer agrees to pay a late fee as determined by Contractor for all past due payments, and interest on all past due payments at the rate of one and one-half percent (1½%) per month, provided that no such late fee or interest charge shall exceed the maximum rate allowed therefor by applicable law. Any dispute or claim against Contractor concerning any amount invoiced by Contractor must be asserted by Customer in writing to Contractor at the address set forth on the first page of this Agreement not later than one hundred eighty (180) days following the event or circumstance giving rise to the underlying dispute or claim; the failure to abide by such time requirement shall constitute a release and waiver by Customer of any rights in respect of, and shall constitute a bar on, any claims or requests for relief by Customer on the basis of such dispute or claim. Customer will pay Contractor a standard recycling services and equipment charge set forth herein (irrespective of changing commodity values). Customer shall continue to provide, and Contractor shall continue to collect, recyclable materials from Customer in accordance with the terms of this Agreement for the Term hereof notwithstanding changing commodity values.

ARTICLE VI
RATE ADJUSTMENTS

Customer agrees that the Charges shall be increased from time to time to adjust for increases in the Consumer Price Index. Because disposal, fuel, materials and operations costs constitute a significant portion of the cost of Contractor's services provided hereunder, Customer agrees that Contractor may increase the Charges to account for any increase in such costs or any increases in transportation costs due to changes in location of the disposal facility. Customer agrees that Contractor may also increase the Charges to account for increases in the average weight per container yard of Customer's Waste Materials, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, increases in taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes), and changes in the values associated with recyclable materials. Contractor may increase Charges for reasons other than those set forth above with the consent of Customer. Such consent may be evidenced orally, in writing or by the practices and actions of the parties. In the event Contractor adjusts the Charges as provided in this Article, the parties agree that this Agreement as so adjusted will continue in full force and effect. Customer acknowledges and agrees that adjustments to the Charges might not be directly associated with increased costs of servicing Customer's specific account; rather, adjustments to the Charges might be based upon overall costs and expenses incurred by Contractor on a regional or national basis. *Notwithstanding the foregoing, if Contractor adjusts the Charges as provided in this Article, Customer may terminate this Agreement upon 60 days notice.*

ARTICLE VII
SERVICE CHANGES AND AMENDMENTS

Changes to the type, size and amount of equipment, the type or frequency of service, and corresponding adjustments to the rates, may be made by agreement of the parties, evidenced orally, in writing or by the practices and actions of the parties, without affecting the validity of this Agreement and this Agreement shall be deemed amended accordingly. This Agreement shall continue in effect for the Term provided herein and shall not be affected by any changes in Customer's service address if any new service address is located within Contractor's service area. Should Customer change its service address to a location outside Contractor's service area, Customer may cancel the Agreement upon thirty (30) days' written notice to Contractor. Any other amendment to this Agreement not otherwise expressly provided for herein shall be made in writing and signed by both parties.

**ARTICLE VIII
RESPONSIBILITY FOR EQUIPMENT**

Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, Customer acknowledges that it has care, custody and control of the equipment while at Customer's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment) and for its contents. Customer shall not overload (by weight or volume), move, alter or install any devices on the equipment, and shall not manually or mechanically compact any materials inside the equipment, except inside compactor receiver boxes specially designed for such purpose, and shall not allow any third party to take any such actions. Customer shall pay additional charges each time that a container is overloaded (by weight or volume). Customer shall use the equipment only for its proper and intended purpose. ~~Customer agrees to indemnify, defend and hold harmless Contractor, its employees and agents against all claims, damages, suits, penalties, fines, liabilities and costs (including reasonable attorneys' fees) for injury or death to persons or loss or damage to property arising out of Contractor's use, operation or possession of the equipment.~~ Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pick-up cannot be made, Contractor will promptly notify Customer and afford Customer a reasonable opportunity to provide the required access; however, Contractor reserves the right to charge an additional fee for such inaccessibility and/or delay or any additional collection service required by Customer's failure to provide such access. The word "equipment" as used in this Agreement shall mean all containers used for the storage of Waste Materials, and such other on-site devices as may be specified on the first page of this Agreement.

**ARTICLE IX
DAMAGE TO PAVEMENT**

Customer warrants that Customer's pavement, curbing or other driving surface or any right of way reasonably necessary for Contractor to provide the services described herein are sufficient to bear the weight of all of Contractor's equipment and vehicles reasonably required to perform such services. Contractor will not be responsible for damage to any such pavement, curbing, driving surface or right of way, and Customer agrees to assume all liabilities for any such damage, which results from the weight of Contractor's vehicles providing service at Customer's location.

**ARTICLE X
EARLY TERMINATION; LIQUIDATED DAMAGES**

In the event Customer requests termination of this Agreement prior to the expiration of its Term other than as a result of an uncured breach by Contractor or if Contractor terminates this Agreement for Customer's breach (including nonpayment), then, in addition to such other damages as may be sustained by Contractor, Customer agrees to pay to Contractor all past due sums plus, as liquidated damages, a sum calculated as follows: (a) if the remaining Term under this Agreement is six (6) or more months, the average of Customer's most recent six (6) monthly charges multiplied by six (6); or (b) if the remaining Term under this Agreement is less than six (6) months, the average of Customer's most recent six (6) monthly charges multiplied by the number of months remaining in the Term. Notwithstanding the foregoing, if Customer suspended Contractor's collection services or reduced the frequency of Contractor's collection services by 50% or greater during the most recent six (6) month period, then Contractor may calculate liquidated damages using the average of Customer's six (6) monthly charges prior to the suspension or reduction in services, instead of Customer's most recent six (6) monthly charges. If the Term has not yet run for six (6) months, the average of Customer's monthly charges to date shall be used. Customer expressly acknowledges that in the event of an early termination of this Agreement, the anticipated loss to Contractor in such event is estimated to be the amount set forth in the foregoing liquidated damages provision and such estimated value is reasonable and is not imposed as a penalty. The parties stipulate and agree that the liquidated damages set forth in this Article will compensate Contractor for the loss of revenue attributable to the early termination of this Agreement, but the payment of these liquidated damages shall not in any way limit Contractor's rights and remedies relating to a breach of any other provision(s) of this Agreement.

Customer acknowledges and agrees that any request for termination of this Agreement prior to expiration of the Term requires an unscheduled collection of Contractor's equipment, which may take up to thirty (30) days to complete after Contractor receives from Customer: (a) a written request to terminate this Agreement; and (b) full payment of all liquidated damages and past due amounts owed by Customer to Contractor. Customer agrees that it shall not move or allow any third party to move Contractor's equipment during the thirty (30) day period and any time prior thereto, within which Contractor has the sole and exclusive right to service and remove its equipment from Customer's service location, and hereby grants Contractor an irrevocable right and license to allow its equipment to remain on Customer's service location for such thirty (30) day period and all times prior thereto. This Article shall survive the termination or expiration of this Agreement.

**ARTICLE XI
BREACH, SUSPENSION AND TERMINATION FOR CAUSE**

If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within ten (10) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

**ARTICLE XII
ASSIGNMENT**

Without the prior written consent of Contractor, which may be withheld in Contractor's sole and absolute discretion, Customer shall not take any one or more of the following actions: (a) assign or transfer this Agreement or any of its rights, or delegate any of its duties or obligations under this Agreement, whether voluntarily, by merger or operation of law, or otherwise; (b) appoint any third party agent (including without limitation any management company or broker) to exercise any rights, responsibilities, or take any action under this Agreement; or (c) request a change in Customer's billing address to any third party. Any violation of this Article by Customer shall constitute a breach of this Agreement for which Contractor may, in its sole and absolute discretion, seek damages and/or specific performance, including injunctive relief, without the requirement of establishing irreparable injury.

**ARTICLE XIII
OPPORTUNITY TO PROVIDE ADDITIONAL SERVICES; RIGHT OF FIRST REFUSAL**

bid on Contractor values the opportunity to meet all of Customer's Waste Materials collection, disposal and recycling needs. Customer will provide Contractor the opportunity to ~~meet those needs and to provide, on a competitive basis, any additional Waste Materials collection, disposal and recycling services during the Term of this Agreement. Customer also grants Contractor a right of first refusal to match any offer Customer receives (or makes) related to the provision of services to Customer similar to those covered hereunder upon expiration or termination of this Agreement for any reason, and Customer shall give Contractor prompt written notice of any such offer and a reasonable opportunity (but in any event at least five (5) business days from receipt of such notice) to match any such offer. In the event that Contractor matches such an offer, the parties hereto shall thereafter be bound by the terms of such offer. If Customer fails to comply with these right of first refusal provisions in any instance, then Customer shall pay to Contractor all resulting damages incurred by Contractor, including, without limitation, lost profits.~~

**ARTICLE XIV
EXCUSED PERFORMANCE**

Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement. For the avoidance of doubt, however, a law or government order, ordinance or award establishing an exclusive franchise or similar right for a service provider in Contractor's service area shall not excuse Customer's performance hereunder.

**ARTICLE XV
BINDING EFFECT**

This Agreement is a legally binding contract on the part of Contractor and Customer and their respective heirs, successors and permitted assigns, in accordance with the terms and conditions set out herein.

In the event either party breaches this Agreement, the non-breaching party shall be entitled to recover, in addition to damages for such breach, the reasonable costs and expenses (including reasonable attorney fees) of ^{ARTICLE XVI} ATTORNEYS' FEES enforcing its rights hereunder.

~~In the event Customer fails to pay Contractor all amounts which become due under this Agreement (including any liquidated damages, late fees and interest assessed thereon), or fails to perform its obligations hereunder, and Contractor refers such matter to an attorney, Customer agrees to pay, in addition to all past due sums, any and all costs incurred by Contractor as a result of such action, including, to the extent permitted by law, reasonable attorney's fees.~~

**ARTICLE XVII
ENTIRE AGREEMENT; GOVERNING LAW; SEVERABILITY; SURVIVAL**

This Agreement represents the entire understanding and agreement between the parties hereto concerning the matters described herein and supersedes any and all prior or contemporaneous agreements, whether written or oral, that may exist between the parties regarding the same. This Agreement shall be governed by the laws of the State in which Customer's service locations listed on the first page of this Agreement are situated, without regard to conflicts of law provisions, except that the agreement to arbitrate in Article XVIII shall be governed by the Federal Arbitration Act (9 U.S.C. sections 1 et seq.). If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and the invalid, illegal, or unenforceable provision shall be modified only to the extent necessary to make it enforceable. All agreements, representations, warranties and acknowledgments of Customer shall survive any termination or expiration of this Agreement, including, without limitation, those set forth in Articles III, IV, V, VIII, IX, X, XII, XIII, XVI and XVIII.

**ARTICLE XVIII
BINDING ARBITRATION AND CLASS ACTION WAIVER**

Except for Excluded Claims (as defined below), any disputes, controversies or claims arising out of or relating to this Agreement or any prior agreement between the parties hereto, the breach of such agreement(s), or any amounts paid or invoiced between the parties, shall be resolved by mandatory binding arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (collectively "Rules"), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The following claims are not subject to mandatory binding arbitration (collectively, "Excluded Claims"): (A) either party's claims against the other in connection with bodily injury, real property damage or Excluded Waste; (B) Contractor's claims against Customer to collect past due Charges or liquidated damages under this Agreement or any prior agreements between the parties; (C) Contractor's pursuit of any claims or relief relating to the provisions in Articles VIII and/or X or any similar provisions in any prior agreements between the parties, and any injunctive relief sought in relation thereto; and (D) any claims or relief sought in relation to Article XII or any similar provision in any prior agreements between the parties. This agreement to arbitrate is governed by the Federal Arbitration Act.

THE PARTIES HERETO AGREE THAT ANY AND ALL DISPUTES, CONTROVERSIES OR CLAIMS OF ANY NATURE, WHETHER IN ARBITRATION OR OTHERWISE AND WHETHER RELATING TO THIS AGREEMENT OR OTHERWISE, MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, COLLECTIVE OR REPRESENTATIVE PROCEEDING. ACCORDINGLY, EACH PARTY HEREBY WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, COLLECTIVE OR REPRESENTATIVE PROCEEDING RELATING TO ANY DISPUTES, CONTROVERSIES OR CLAIMS BETWEEN THE PARTIES.

Notwithstanding anything to the contrary herein or in the Rules, any interpretation or adjudication related to this Article shall be done by a court, not an arbitrator.

**ARTICLE XIX
CUSTOMER MASTER SERVICE AGREEMENTS**

If Customer and Contractor or any of their respective parent companies or affiliates enter into a Master Service Agreement concerning the Waste Materials, and in the event of a conflict between the Master Service Agreement and this Agreement, the terms of this Agreement shall control, except to the extent the Master Service Agreement specifically references a provision of this Agreement, which reference shall include any applicable Article or Section reference, and the parties specifically express their intent in the Master Service Agreement to amend such provision.



Clarksville Disposal
 50 N Reynolds Street, Clarksville, Tennessee 37040
 P:(931) 552-3010 F:(931) 552-3493

CUSTOMER SERVICE AGREEMENT
 #00950178

SERVICE LOCATION

Customer Name Cheatham County Sherriffs Office
Address 264 S Main St
City, State, Zip Ashland City, TN, 37015
Contact JJ Hannah
Phone (615) 812-6584
Email jj.hannah@cheathamcountyttn.gov

BILLING INFORMATION

Customer Name Cheatham County Sherriffs Office
Address 200 Court Street
City, State, Zip Ashland City, TN, 37015
Contact JJ Hannah
Phone (615) 812-6584
Email jj.hannah@cheathamcountyttn.gov

SERVICES AND RATES

Effective Date: 3/1/2023

Type	Quantity	Bin Size	Service Frequency	Service Type	Price
Recurring	1.00	4 Yard	1XW	FL 4 YD 1X WK 1	\$94.00
On Call	1.00			DELIVERY CHARGE - COMM	\$50.00

ADDITIONAL COMMENTS

For the initial term of this agreement, Fuel Surcharge is not to exceed 10%.

PAYMENT TERMS


The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer. **TERMS: NET 10 DAYS.** State and local taxes, government franchise fees (if applicable), administrative fees, fuel surcharges and environmental fees also apply. Container relocation, container removal and seasonal restarts will be provided at additional costs.

The service agreement is for 24 months and the renewal period is for 24 months.

CUSTOMER

Authorized Signature	
Printed Name	
Title	Date (MM/DD/YYYY) 02/03/2023

REPRESENTATIVE

David Graves Territory Manager Waste Connections of Tennessee, Inc.	 P: (931) 237-0184 M: +1 9312370184 @: david.graves@wasteconnections.com
--	--

ARTICLE I
SERVICES RENDERED

Customer grants to Contractor the exclusive right to collect and dispose of all of Customer's Waste Materials (as defined below) and agrees to make payments to Contractor as described herein, and Contractor agrees to furnish the services and equipment specified above, all in accordance with the terms of this Agreement.

ARTICLE II
TERM

THE INITIAL TERM (THE "INITIAL TERM") OF THIS AGREEMENT IS 24 MONTHS FROM THE EFFECTIVE SERVICE DATE SET FORTH ON THE FIRST PAGE OF THIS AGREEMENT, WHICH IS THE DATE CONTRACTOR'S EQUIPMENT IS DELIVERED TO CUSTOMER'S LOCATION OR SERVICE UNDER THIS AGREEMENT COMMENCES, WHICHEVER IS EARLIER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 24 MONTHS TERMS (EACH A "RENEWAL TERM") AND TOGETHER WITH THE INITIAL TERM, THE "TERM") THEREAFTER UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION BY ~~US-CERTIFIED OR REGISTERED MAIL, POSTAGE PRE-PAID AND RETURN RECEIPT REQUESTED~~ TO THE OTHER PARTY AT LEAST NINETY (90) DAYS, ~~BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS,~~ PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR ANY RENEWAL TERM. ANY SUCH NOTICE SHALL BE SENT TO THE OTHER PARTY'S ADDRESS SET FORTH ON THE FIRST PAGE OF THIS AGREEMENT, OR ANY CHANGE OF ADDRESS COMMUNICATED IN WRITING BY THE OTHER PARTY DURING THE TERM OF THE AGREEMENT. A RENEWAL TERM SHALL BECOME EFFECTIVE (THEREBY EXTENDING THE THEN-CURRENT TERM) UPON EITHER PARTY'S FAILURE TO GIVE NOTICE OF TERMINATION WITHIN THE TIME PERIOD SET FORTH ABOVE. NOTWITHSTANDING THE FOREGOING, ~~CUSTOMER AGREES THAT IT SHALL NOT PROVIDE ANY SUCH NOTICE OF TERMINATION IF CONTRACTOR MAKES COMPETITIVE OFFERS MADE BY THIRD PARTIES IN WRITING FOR SIMILAR SERVICES AFTER CONTRACTORS REVIEW THEREOF PURSUANT TO ARTICLE XIII BELOW.~~ *the total term shall not exceed five (5) years.*

ARTICLE III
WASTE MATERIALS

The waste materials to be collected and disposed of by Contractor pursuant to this Agreement consist of all solid waste (including recyclable materials) generated or collected by Customer at the locations specified on the first page of this Agreement (the "Waste Materials"); provided, however, that the term Waste Materials specifically excludes and Customer agrees not to deposit in Contractor's equipment or place for collection by Contractor any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). ~~Customer agrees to comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. In the event that any recyclable materials furnished to Contractor by Customer are, due to presence of contaminants, rejected by a recycling facility or otherwise are determined by Contractor not to be recyclable or to have a reduced resale value, Contractor may, in addition to its other remedies, require Customer to pay Contractor, as liquidated damages and not as a penalty, the charges incurred by Contractor (plus overhead and profit) for hauling, processing and/or disposal of such materials and for the reduction in resale value of such materials. Contractor shall deliver properly prepared recyclable materials furnished to Contractor by Customer to a recycling facility owned and/or operated by Contractor or an affiliate of Contractor or a third party that Contractor understands will recycle the materials ("Third Party Facility"); provided, however, that Contractor shall not be responsible for and has not made any representation to Customer regarding the ultimate recycling of such recyclable materials by a Third Party Facility.~~

ARTICLE IV
TITLE

Contractor shall acquire title to the Waste Materials when they are loaded into Contractor's truck. Title to and liability for any Excluded Waste shall remain with Customer. ~~Customer expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all damages, penalties, fines, liabilities and costs (including reasonable attorney's fees) resulting from or arising out of the deposit of Excluded Waste in Contractor's trucks, containers or other equipment.~~

ARTICLE V
PAYMENTS

Customer agrees to pay Contractor on a monthly basis for the services and/or equipment furnished by Contractor in accordance with the rates, charges and fees provided for herein ("Charges"). Payment shall be made by Customer to Contractor within the period of time set forth on the first page of this Agreement. Contractor may impose and Customer agrees to pay a late fee as determined by Contractor for all past due payments, and interest on all past due payments at the rate of one and one-half percent (1 1/2%) per month, provided that no such late fee or interest charge shall exceed the maximum rate allowed therefor by applicable law. Any dispute or claim against Contractor concerning any amount invoiced by Contractor must be asserted by Customer in writing to Contractor at the address set forth on the first page of this Agreement not later than one hundred eighty (180) days following the event or circumstance giving rise to the underlying dispute or claim; the failure to abide by such time requirement shall constitute a release and waiver by Customer of any rights in respect of, and shall constitute a bar on, any claims or requests for relief by Customer on the basis of such dispute or claim. Customer will pay Contractor a standard recycling services and equipment charge set forth herein (irrespective of changing commodity values). Customer shall continue to provide, and Contractor shall continue to collect, recyclable materials from Customer in accordance with the terms of this Agreement for the Term hereof notwithstanding changing commodity values.

ARTICLE VI
RATE ADJUSTMENTS

Customer agrees that the Charges shall be increased from time to time to adjust for increases in the Consumer Price Index. Because disposal, fuel, materials and operations costs constitute a significant portion of the cost of Contractor's services provided hereunder, Customer agrees that Contractor may increase the Charges to account for any increase in such costs or any increases in transportation costs due to changes in location of the disposal facility. Customer agrees that Contractor may also increase the Charges to account for increases in the average weight per container yard of Customer's Waste Materials, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, increases in taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes), and changes in the values associated with recyclable materials. Contractor may increase Charges for reasons other than those set forth above with the consent of Customer. Such consent may be evidenced orally, in writing or by the practices and actions of the parties. In the event Contractor adjusts the Charges as provided in this Article, the parties agree that this Agreement as so adjusted will continue in full force and effect. *Customer acknowledges and agrees that adjustments to the Charges might not be directly associated with increased costs of servicing Customer's specific account; rather, adjustments to the Charges might be based upon overall costs and expenses incurred by Contractor on a regional or national basis. Notwithstanding the foregoing, if Contractor adjusts the charges as provided in this Article, Customer may terminate this Agreement upon 60 days' notice.*

ARTICLE VII
SERVICE CHANGES AND AMENDMENTS

Changes to the type, size and amount of equipment, the type or frequency of service, and corresponding adjustments to the rates, may be made by agreement of the parties, evidenced orally, in writing or by the practices and actions of the parties, without affecting the validity of this Agreement and this Agreement shall be deemed amended accordingly. This Agreement shall continue in effect for the Term provided herein and shall not be affected by any changes in Customer's service address if any new service address is located within Contractor's service area. Should Customer change its service address to a location outside Contractor's service area, Customer may cancel the Agreement upon thirty (30) days' written notice to Contractor. Any other amendment to this Agreement not otherwise expressly provided for herein shall be made in writing and signed by both parties.

**ARTICLE VIII
RESPONSIBILITY FOR EQUIPMENT**

Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, Customer acknowledges that it has care, custody and control of the equipment while at Customer's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment) and for its contents. Customer shall not overload (by weight or volume), move, alter or install any devices on the equipment, and shall not manually or mechanically compact any materials inside the equipment, except inside compactor receiver boxes specially designed for such purpose, and shall not allow any third party to take any such actions. Customer shall pay additional charges each time that a container is overloaded (by weight or volume). Customer shall use the equipment only for its proper and intended purpose. ~~Customer agrees to indemnify, defend and hold harmless Contractor, its employees and agents against all claims, damages, suits, penalties, fines, liabilities and costs (including reasonable attorneys' fees) for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the equipment.~~ Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pick-up cannot be made, Contractor will promptly notify Customer and afford Customer a reasonable opportunity to provide the required access; however, Contractor reserves the right to charge an additional fee for such inaccessibility and/or delay or any additional collection service required by Customer's failure to provide such access. The word "equipment" as used in this Agreement shall mean all containers used for the storage of Waste Materials, and such other on-site devices as may be specified on the first page of this Agreement.

**ARTICLE IX
DAMAGE TO PAVEMENT**

Customer warrants that Customer's pavement, curbing or other driving surface or any right of way reasonably necessary for Contractor to provide the services described herein are sufficient to bear the weight of all of Contractor's equipment and vehicles reasonably required to perform such services. Contractor will not be responsible for damage to any such pavement, curbing, driving surface or right of way, and Customer agrees to assume all liabilities for any such damage, which results from the weight of Contractor's vehicles providing service at Customer's location.

**ARTICLE X
EARLY TERMINATION; LIQUIDATED DAMAGES**

In the event Customer requests termination of this Agreement prior to the expiration of its Term other than as a result of an uncured breach by Contractor or if Contractor terminates this Agreement for Customer's breach (including nonpayment), then, in addition to such other damages as may be sustained by Contractor, Customer agrees to pay to Contractor all past due sums plus, as liquidated damages, a sum calculated as follows: (a) if the remaining Term under this Agreement is six (6) or more months, the average of Customer's most recent six (6) monthly charges multiplied by six (6); or (b) if the remaining Term under this Agreement is less than six (6) months, the average of Customer's most recent six (6) monthly charges multiplied by the number of months remaining in the Term. Notwithstanding the foregoing, if Customer suspended Contractor's collection services or reduced the frequency of Contractor's collection services by 50% or greater during the most recent six (6) month period, then Contractor may calculate liquidated damages using the average of Customer's six (6) monthly charges prior to the suspension or reduction in services, instead of Customer's most recent six (6) monthly charges. If the Term has not yet run for six (6) months, the average of Customer's monthly charges to date shall be used. Customer expressly acknowledges that in the event of an early termination of this Agreement, the anticipated loss to Contractor in such event is estimated to be the amount set forth in the foregoing liquidated damages provision and such estimated value is reasonable and is not imposed as a penalty. The parties stipulate and agree that the liquidated damages set forth in this Article will compensate Contractor for the loss of revenue attributable to the early termination of this Agreement, but the payment of these liquidated damages shall not in any way limit Contractor's rights and remedies relating to a breach of any other provision(s) of this Agreement.

Customer acknowledges and agrees that any request for termination of this Agreement prior to expiration of the Term requires an unscheduled collection of Contractor's equipment, which may take up to thirty (30) days to complete after Contractor receives from Customer: (a) a written request to terminate this Agreement; and (b) full payment of all liquidated damages and past due amounts owed by Customer to Contractor. Customer agrees that it shall not move or allow any third party to move Contractor's equipment during the thirty (30) day period and any time prior thereto, within which Contractor has the sole and exclusive right to service and remove its equipment from Customer's service location, and hereby grants Contractor an irrevocable right and license to allow its equipment to remain on Customer's service location for such thirty (30) day period and all times prior thereto. This Article shall survive the termination or expiration of this Agreement.

**ARTICLE XI
BREACH, SUSPENSION AND TERMINATION FOR CAUSE**

If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within ten (10) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

**ARTICLE XII
ASSIGNMENT**

Without the prior written consent of Contractor, which may be withheld in Contractor's sole and absolute discretion, Customer shall not take any one or more of the following actions: (a) assign or transfer this Agreement or any of its rights, or delegate any of its duties or obligations under this Agreement, whether voluntarily, by merger or operation of law, or otherwise; (b) appoint any third party agent (including without limitation any management company or broker) to exercise any rights, responsibilities, or take any action under this Agreement; or (c) request a change in Customer's billing address to any third party. Any violation of this Article by Customer shall constitute a breach of this Agreement for which Contractor may, in its sole and absolute discretion, seek damages and/or specific performance, including injunctive relief, without the requirement of establishing irreparable injury.

**ARTICLE XIII
OPPORTUNITY TO PROVIDE ADDITIONAL SERVICES; RIGHT OF FIRST REFUSAL**

bid on
Contractor values the opportunity to meet all of Customer's Waste Materials collection, disposal and recycling needs. Customer will provide Contractor the opportunity to meet those needs and to provide, on a competitive basis, any additional Waste Materials collection, disposal and recycling services during the Term of this Agreement. ~~Customer also grants Contractor a right of first refusal to match any offer Customer receives (or makes) related to the provision of services to Customer similar to those covered hereunder upon expiration or termination of this Agreement for any reason, and Customer shall give Contractor prompt written notice of any such offer and a reasonable opportunity (but in any event at least five (5) business days from receipt of such notice) to match any such offer. In the event that Contractor matches such an offer, the parties hereto shall thereafter be bound by the terms of such offer. If Customer fails to comply with these right of first refusal provisions in any instance, then Customer shall pay to Contractor all resulting damages incurred by Contractor, including, without limitation, lost profits.~~

**ARTICLE XIV
EXCUSED PERFORMANCE**

Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement. For the avoidance of doubt, however, a law or government order, ordinance or award establishing an exclusive franchise or similar right for a service provider in Contractor's service area shall not excuse Customer's performance hereunder.

**ARTICLE XV
BINDING EFFECT**

This Agreement is a legally binding contract on the part of Contractor and Customer and their respective heirs, successors and permitted assigns, in accordance with the terms and conditions set out herein.

In the event either party breaches this Agreement, the non-breaching party shall be entitled to recover, in addition to damages for such breach, the reasonable cost and expenses (including reasonable attorney fees) of enforcing its rights hereunder.

~~ARTICLE XVI
ATTORNEYS' FEES~~

~~In the event Customer fails to pay Contractor all amounts which become due under this Agreement (including any liquidated damages, late fees and interest assessed thereon); or fails to perform its obligations hereunder; and Contractor refers such matter to an attorney, Customer agrees to pay, in addition to all past due sums, any and all costs incurred by Contractor as a result of such action, including, to the extent permitted by law, reasonable attorneys' fees.~~

ARTICLE XVII

ENTIRE AGREEMENT; GOVERNING LAW; SEVERABILITY; SURVIVAL

This Agreement represents the entire understanding and agreement between the parties hereto concerning the matters described herein and supersedes any and all prior or contemporaneous agreements, whether written or oral, that may exist between the parties regarding the same. This Agreement shall be governed by the laws of the State in which Customer's service locations listed on the first page of this Agreement are situated, without regard to conflicts of law provisions, except that the agreement to arbitrate in Article XVIII shall be governed by the Federal Arbitration Act (9 U.S.C. sections 1 et seq.). If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and the invalid, illegal, or unenforceable provision shall be modified only to the extent necessary to make it enforceable. All agreements, representations, warranties and acknowledgments of Customer shall survive any termination or expiration of this Agreement, including, without limitation, those set forth in Articles III, IV, V, VIII, IX, X, XII, XIII, XVI and XVIII.

ARTICLE XVIII

BINDING ARBITRATION AND CLASS ACTION WAIVER

Except for Excluded Claims (as defined below), any disputes, controversies or claims arising out of or relating to this Agreement or any prior agreement between the parties hereto, the breach of such agreement(s), or any amounts paid or invoiced between the parties, shall be resolved by mandatory binding arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (collectively "Rules"), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The following claims are not subject to mandatory binding arbitration (collectively, "Excluded Claims"): (A) either party's claims against the other in connection with bodily injury, real property damage or Excluded Waste; (B) Contractor's claims against Customer to collect past due Charges or liquidated damages under this Agreement or any prior agreements between the parties; (C) Contractor's pursuit of any claims or relief relating to the provisions in Articles VIII and/or X or any similar provisions in any prior agreements between the parties, and any injunctive relief sought in relation thereto; and (D) any claims or relief sought in relation to Article XII or any similar provision in any prior agreements between the parties. This agreement to arbitrate is governed by the Federal Arbitration Act.

THE PARTIES HERETO AGREE THAT ANY AND ALL DISPUTES, CONTROVERSIES OR CLAIMS OF ANY NATURE, WHETHER IN ARBITRATION OR OTHERWISE AND WHETHER RELATING TO THIS AGREEMENT OR OTHERWISE, MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, COLLECTIVE OR REPRESENTATIVE PROCEEDING. ACCORDINGLY, EACH PARTY HEREBY WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, COLLECTIVE OR REPRESENTATIVE PROCEEDING RELATING TO ANY DISPUTES, CONTROVERSIES OR CLAIMS BETWEEN THE PARTIES.

Notwithstanding anything to the contrary herein or in the Rules, any interpretation or adjudication related to this Article shall be done by a court, not an arbitrator.

ARTICLE XIX

CUSTOMER MASTER SERVICE AGREEMENTS

If Customer and Contractor or any of their respective parent companies or affiliates enter into a Master Service Agreement concerning the Waste Materials, and in the event of a conflict between the Master Service Agreement and this Agreement, the terms of this Agreement shall control, except to the extent the Master Service Agreement specifically references a provision of this Agreement, which reference shall include any applicable Article or Section reference, and the parties specifically express their intent in the Master Service Agreement to amend such provision.

RESOLUTION: 15

RESOLUTION TITLE: Resolution Accepting War Eagles Way, Champions Lane, Warrior Place, Spangler Lane, And Victory Circle At The Sycamore Ridge Development As County Roads

DATE: April 17, 2023

MOTION BY: Mr. Walter Weakley

SECONDED BY: Mr. Eugene O. Evans, Sr.

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of April 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the final subdivision plat for Sycamore Ridge – Phase One was approved for recording by the Cheatham County Regional Planning Commission and recorded on November 13, 2018, at Plat Book 14, Page 241; and

Whereas the final subdivision plat for Sycamore Ridge – Phase Two was approved for recording by the Cheatham County Regional Planning Commission and recorded on June 11, 2019, at Plat Book 14, Page 285; and

Whereas the final subdivision plat for Sycamore Ridge – Phase Three was approved for recording by the Cheatham County Regional Planning Commission and recorded on November 13, 2019, at Plat Book 14, Page 355; and

Whereas the final subdivision plat for Sycamore Ridge Townhomes was approved for recording by the Cheatham County Regional Planning Commission and recorded on November 19, 2021, at Plat Book 14, Page 472; and

Whereas the plats depict roads labeled as Victory Circle, War Eagles Way (formerly Knights Blvd), Spangler Lane, Warrior Place and Champions Lane to be dedicated to public use (“Public Roads”); and

Whereas the road labeled “Knights Blvd.” on the plat of Sycamore Ridge – Phase One has since been renamed War Eagles Way.

Whereas the Public Roads have been constructed in accordance with the Cheatham County road standards and the Cheatham County Superintendent of Roads recommends the Public Roads be accepted by the County and added to the County Road List as county maintained roads.

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of April 2023 in the General Session Court Room of Cheatham County Tennessee as follows:

1. The Public Roads as described and depicted on the herein referenced plats are hereby accepted as county-maintained roads.
2. The Public Roads herein accepted are hereby added to the Cheatham County Road List.
3. This resolution shall take effect upon adoption, the public welfare requiring it.

RECORD: Approved by voice vote.

David Anderson

Bill Powers

Calton Blacker

Walter Weakley

Ann Jarreau

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr.

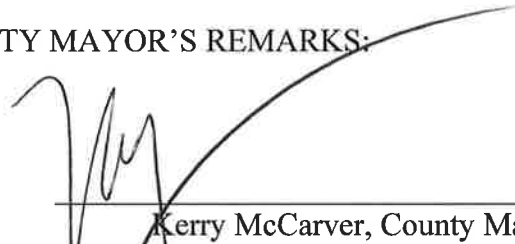
Chris Gilmore

James Hedgepath

B.J. Hudspeth

Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:

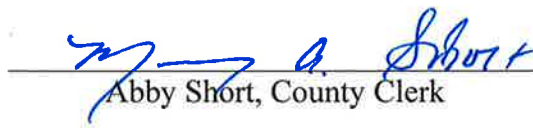


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of April 2023.

Abby Short, County Clerk

RESOLUTION: 16
RESOLUTION TITLE: To Approve An Advertisement For The Third District Constable Vacancy
DATE: April 17, 2023
MOTION BY: Mr. Eugene O. Evans, Sr.
SECONDED BY: Mr. James Hedgepath

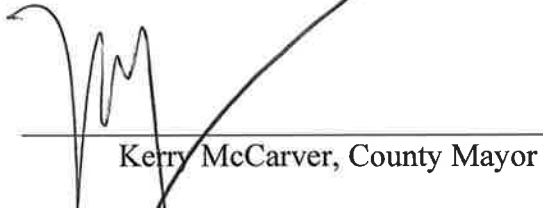
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of April 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to request an advertisement for the Third District Constable vacancy to be placed in all papers, therefore the vacancy can be filled at the May meeting.

RECORD: Approved by voice vote.

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	James Hedgepath
B.J. Hudspeth	Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____
I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of April 2023.


Abby Short, County Clerk



RESOLUTION: 17
RESOLUTION TITLE: To Defer The Photo Speed Enforcement Program Indefinitely
DATE: April 17, 2023
MOTION BY: Mr. Chris Gilmore
SECONDED BY: Mr. Calton Blacker

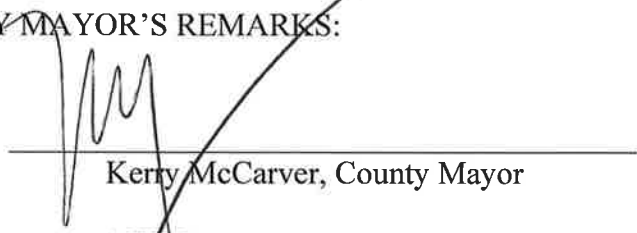
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of April 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Photo Speed Enforcement Program is deferred indefinitely to allow more time to gather information regarding the traffic studies needed to implement the program.

RECORD: Approved by voice vote.

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	James Hedgepath
B.J. Hudspeth	Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of April 2023.


Abby Short, County Clerk



RESOLUTION: 18
RESOLUTION TITLE: To Approve Two Emergency Heart Machines For The Cheatham County Courthouse
DATE: April 17, 2023
MOTION BY: Mr. Mike Breedlove
SECONDED BY: Mr. Bill Powers


COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of April 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve two Emergency Heart Machines for the Cheatham County Courthouse in the amount of \$3,748.00.

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

CHEATHAM COUNTY MAYOR'S REMARKS:

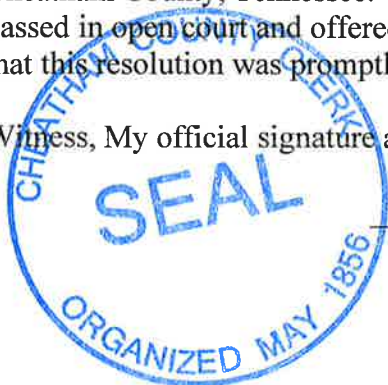


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of April 2023.





Abby Short, County Clerk

RESOLUTION: 19
RESOLUTION TITLE: To Approve To Seal And Stripe And Repair Pot Holes At The Sheriff's Office
DATE: April 17, 2023
MOTION BY: Mr. Calton Blacker
SECONDED BY: Mr. B.J. Hudspeth

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of April 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve to seal and stripe and repair pot holes at the Sheriff's Office in the amount of \$8,900.00.

RECORD: Approved by roll call vote 12 Yes 0 No 0 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Ann Jarreau	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Yes
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Yes

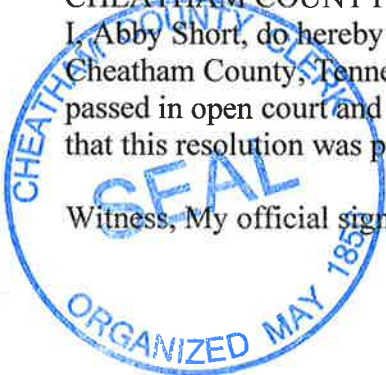
CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of April 2023.





Abby Short, County Clerk

RESOLUTION: 20

RESOLUTION TITLE: To Approve The Proclamation For Emily Williams

DATE: April 17, 2023

MOTION BY: Mr. David Anderson

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of April 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Whereas, Emily Williams resides in Cheatham County and a 15-year-old Freshman at Sycamore High School; and

Whereas, Emily is a proud member of the Sycamore High War Eagle marching band along with numerous honor societies; and,

Whereas, Emily was one of the first females to join Cub Scouts and earned her Arrow of Light with Pack 503 and help to organize Troup 21 also known as "The First Ladies; as the first female Scouts Troop in Clarksville, Tennessee; and,

Whereas, Emily is a Brotherhood member of the Order of the Arrow as well as served in a multitude of leadership roles including Assistant Patrol Leader, Assistant Senior Patrol Leader, Senior Patrol Leader, OA Rep, Bugler, Troop Guide and Den Chief, where she earned the Den Chief Service Award; and

Whereas, Emily has attended National Youth Leadership Training, served as Winter Camp Staffer and completed 26 merit badges; and,

Whereas, Emily earned her Eagle Scout on December 15, 2022, and believed to be the first female Eagle Scout in Cheatham County; and,

Whereas, Emily's Eagle Scout project involved surveying Brewer's Chapel Cemetery in Thomasville community in Cheatham County and was able to update and record 100 interments in the cemetery and created an updated map for all 181 graves, including 15 previously unmarked graves in a 254-page report with digital images, GPS coordinates and updated map that was accepted and recorded by the State of Tennessee Cemetery Commission; and,

Whereas, Emily was awarded a Certificate of Merit by the State of Tennessee Historical Commission along with nominations for several other awards including the American Legion Eagle Scout of the Year.

Therefore, be it resolved, The Cheatham County Commission and County Mayor recognize Emily Williams for her trailblazing work as the first female Eagle Scout in the county and congratulate her on the outstanding work to preserve the history of the Thomasville Community and Brewer's Chapel Church on this 17th day of April 2023.

RECORD: Approved by voice vote.

David Anderson

Bill Powers

Calton Blacker

Walter Weakley

Ann Jarreau

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr.


Chris Gilmore

James Hedgepath

B.J. Hudspeth

Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of April 2023.





Abby Short, County Clerk

RESOLUTION: 21
RESOLUTION TITLE: To Appoint Mr. Mike Breedlove To The Public Records Commission
DATE: April 17, 2023
MOTION BY: Mr. David Anderson
SECONDED BY: Mr. Walter Weakley

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of April 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Mr. Mike Breedlove is appointed to the Public Records Commission.

RECORD: Approved by voice vote

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	James Hedgepath
B.J. Hudspeth	Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:

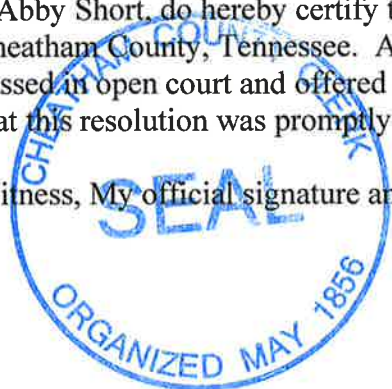


Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of April 2023.





Abby Short, County Clerk

RESOLUTION: 22
RESOLUTION TITLE: Consent Calendar
DATE: April 17, 2023
MOTION BY: Mr. Walter Weakley
SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of April 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the following Consent Calendar and applicants for Notary Public are approved:

Notaries

*Amanda I. Arms Bergenstock
Shirley Marie Dunn
Janet Knight*

*Sabrina L. Bell
Jessica Glynn Gonzalez
Corinne Mosakowski*

*Cindy J. Denham
Tracy Haines
Gabrielle Toth*

RECORD: Approved by voice vote

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	James Hedgepath
B.J. Hudspeth	Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of April 2023.



Abby Short, County Clerk



RESOLUTION: 23
RESOLUTION TITLE: Adjourn
DATE: April 17, 2023
MOTION BY: Mr. Walter Weakley
SECONDED BY: Mr. Calton Blacker

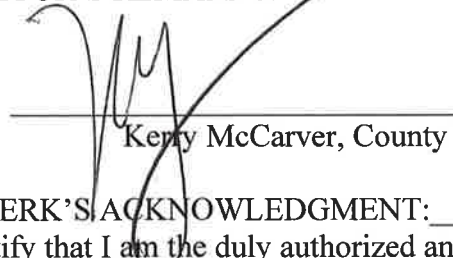
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 17th day of April 2023 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, there being no further business to conduct the meeting is adjourned at 7:20 P.M.

RECORD: Approved by voice vote

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Ann Jarreau	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr.
Chris Gilmore	James Hedgepath
B.J. Hudspeth	Mike Breedlove

CHEATHAM COUNTY MAYOR'S REMARKS:



Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: _____

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 21st day of April 2023.





Abby Short, County Clerk