

**AGENDA**  
**COOSA COUNTY COMMISSION**

**January 23, 2023**

**3:00 p.m. Continued Commission Meeting**  
**From recessed January 10, 2023**  
**Upstairs Courtroom**

**WELCOME**

**COMMISSION ROLL CALL**

**INVOCATION, PLEDGE OF ALLEGIANCE**

**NEW BUSINESS**

- 1) Approval to begin the Redistricting and Mapping process for Coosa County in accordance with Code of Alabama §11-3-1.1—Mike Brewer, Principal GIS, EARPDC and Louis Hines, Manager, Demographic Research Services, ASU Center for Leadership and Public Policy
- 2) Approval to apply for the USDA grant—Najsha Corbett, Community Development Project Director
- 3) Approve advertising for Solid Waste Collection and Disposal bids for Coosa County—Attorney John Kelley Johnson
- 4) Approve advertising for Legislation for the tag fee—Attorney John Kelley Johnson
- 5) Approve a lease agreement between the County Extension Office and the Board of Education that will allow the Extension Office to relocate to the prior office area of the Central High School building—Chairman Bertha McElrath

**STAFF REPORTS**

**Administrator**

**Attorney**

**EMA**

**EMS**

**Courthouse Maintenance**

**Engineer**

**Safety Coordinator**

**DISCUSSION ITEMS BY COMMISSIONERS**

**ADJOURN**

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MOTIONED BY CHAIRMAN BERTHA K. MCEL RATH TO APPROVE ADVERTISING FOR THE SOLID WASTE COLLECTION AND DISPOSAL BIDS FOR COOSA COUNTY FOR PUBLIC HEARING, IF NECESSARY. REMOVE LINE 15.3 IN THE CONTRACT FOR SOLID WASTE. ALSO, TO REMOVE SECTION 22-27-48 OF THE CODE OF ALABAMA IN THE CONTRACT. SECONDED BY COMMISSIONER JOHN FORBUS. UNANIMOUSLY APPROVED

**CONTRACT FOR SOLID WASTE COLLECTION  
AND DISPOSAL**

THIS AGREEMENT made and effective this 1st day of April, 2023, by and between  
COOSA COUNTY, ALABAMA (hereinafter called the "County"), and  
\_\_\_\_\_, (hereinafter called the "Contractor").

**WITNESSETH:**

WHEREAS, the County solicited bids pursuant to a bid solicitation request dated  
\_\_\_\_\_, \_\_\_\_\_; and

WHEREAS, the Contractor was determined by the County to be the lowest responsible bidder and the County does award the contract to the Contractor pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the premises and or other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto from the other, and in consideration of the promises, agreements, and covenants made and set out herein, the parties do hereby promise, agree, and covenant with each other as follows:

1. **DEFINITIONS.** The following items and phrases shall have the meanings set forth below:

"ADEM"	Alabama Department of Environmental Management, an agency of the State of Alabama, and any successor agency, including the EPA if it assumes compliance, monitoring and enforcement functions now delegated To ADEM.
"Approved Container"	Shall mean in connection with Household Waste (other than trash) a Contractor provided ninety (90) gallon roll-out cart.
"Authority"	East Central Alabama Solid Waste Disposal Authority.

"Base CPI"	Shall mean the CPI published as of the Service Commencement Date.
"Collection Area"	The areas within the unincorporated limits of the County as amended from time to time.
"Commercial"	Shall mean and include all multi-dwellings, businesses, industries and all solid waste generators other than residences.
"Contract Year"	Shall mean twelve (12) full calendar months from the Service Commencement Date and each full twelve (12) month period thereafter.
"Consumer Price Index" or "CPI"	Shall mean the Consumer Price Index for all urban consumers (for cities with a population of 50,000 or less) as published by the United States Labor Department or its successor (1982-84-100). In the event the U. S. Department of Labor, Bureau of Statistics, ceases to publish the CPI, the parties agree to substitute another equally authoritative measure of change in the purchasing power of the U. S. Dollar as may be then available.
"Curb Side"	Shall mean the intersection of a public thoroughfare with a private driveway or road leading to the customer's residence or business establishment.
"EPA"	The United States Environmental Protection agency, or any successor agency.
"Excluded Waste"	Any special waste, automobiles, tires (unless and only to the extent disposal of the same is permitted under applicable laws or the rules and regulations governing disposal at the Landfill), infectious waste (including untreated medical waste, hospital waste, and dead poultry or other animals which do not pass federal and state regulations and Contractor's acceptance guidelines for treatment of infectious waste prior to disposal), radioactive, volatile, highly flammable, explosive or toxic waste materials, hazardous waste,

any waste generated outside of the collection area, or any other waste excluded by any applicable federal, state or local law or regulations or excluded by any of the terms and conditions of any permits, licenses or approvals to which waste is subject at the Landfill.

“Force Majeure”

Any act, event or condition relied upon by the Contractor as justification for delay in or excuse from performing any obligation or complying with any condition required of the Contractor under this Agreement which act, event or condition is beyond the reasonable control of the Contractor or its agents relying thereon, including without limitation: (I) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence, an act of public enemy, war, blockage, insurrection, riot, general arrest or restraint of government and people, civil disturbance or disobedience, sabotage or similar occurrence; (ii) a strike, work slowdown, or similar industrial or labor action; (iii) the order or judgment or other act of any federal, state, county or local court, administrative agency or governmental office or body; (iv) the denial, loss, suspension, expiration, termination or failure of renewal of any permit license or other governmental approval required to operate; (v) the adoption or change (including a change in interpretation) of any federal, state, county or local law, rule, permit, regulation or ordinance after the date hereon; or (vi) if the Contractor is for any reason (not a result of any act or omission on the part of the contractor) delayed or barred by government or judicial action from collecting all or any part of the fees, as may be from time to time adjusted, and any other payments that may become due and owing.

“Garbage”

Shall mean and include all waste and accumulation of animal, fruit or vegetable matter that attends, or results from the preparation, use, handling, cooking, serving or storage of meats, fish, fowl, fruit or vegetable matter, of any nature whatsoever, which is subject to decay, putrefaction and the generation of noxious and offensive gases or odors, or which may serve as breeding or feeding material for flies and/or other germ-carrying insects, but excluding such materials as may be serviced by garbage grinders and

handled as household sewage.

“Gate Fees” or “Gate Rates” The gate rates established for the disposal of solid waste at the Landfill.

“Hazardous Waste” All waste defined or characterized as hazardous waste or hazardous substances by the United States Environmental Protection Agency or any other agency pursuant to the federal Solid Waste Disposal Act (42 U.S.C. §6901), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or, solely for the purposes of this Agreement, the Toxic Substances Control Act, and all future amendments to any of the foregoing, and all regulations promulgated thereunder, or any other applicable federal law, rule or regulation, as such are amended from time to time; and all waste defined or characterized as a hazardous waste or hazardous substances generated by facilities within such state; and any substance, waste or material determined at any time by any state, federal or local government authority to be capable of posing a risk of injury to health, safety and property, including but not limited to wastes that are hazardous by reason of their pathological, explosive, radiological, reactive, corrosive, flammable and/or toxic characteristics, as well as asbestos and petroleum.

“Household Waste” Shall mean garbage and trash from residences but specifically excluding Excluded Waste.

“Landfill” Contractor shall dispose of the solid waste collected by the Contractor at a Landfill which meets all State and Federal regulations until such time that the East Central Alabama Solid Waste Disposal Authority’s Landfill is operational and permitted by the Alabama Department of Environmental Management (ADEM) with a service area that includes Coosa County, Alabama, following which, all solid waste shall be disposed of in the Authority’s Landfill. In the event that the Authority’s Landfill is not available, the Contractor shall dispose of all solid waste collected by the Contractor pursuant to this Agreement at a Landfill that meets all Subtitle D requirements when enacted.

"Laws"	Shall include valid and applicable federal, state and local statutes, ordinances, rules, regulations, orders and decrees.
"Multi-Dwelling"	Shall mean and include any building structure containing four (4) or more contiguous living units and intended exclusively for residential single persons or families. Each unit of a multi-dwelling shall be considered a separate dwelling unit for purposes of billing.
"Residence or Residential"	Shall mean and include a detached single-family structure designed or intended for occupancy by one (1), two (2), or three (3) family units excluding any multi-dwelling.
"Roll-out Cart"	Shall mean ninety (90) gallon plastic carts selected by the Contractor.
"Service Commencement Date"	Shall mean April 1, 2023.
"Solid Waste"	Any waste material (excluding any excluded waste) permitted to be disposed of at the Landfill pursuant to any applicable federal, state and local laws or regulations and any of the terms and conditions of any permits, licenses and approvals governing disposal at the Landfill including, but without limitation, any garbage, rubbish, refuse and other discarded material.
"Special Waste"	Any waste which requires special or exceptional handling or contains an added element of expense or risk to dispose of (as determined by the Contractor in its reasonable discretion) or requires approval from ADEM including, but without limitation, furniture, large appliances, any metal other than that which is typically found in household, commercial or municipal refuse, ashes, sludges, animal manure, residue from incinerations, food processing wastes, dredging wastes, tires or asbestos.
"Trash"	All waste wood, wood products, Christmas trees, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags,

straw, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are use for packaging or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any or all other waste materials not included in the definition of Garbage, Excluded Waste or Hazardous Waste.

To the extent not defined herein, all words, terms, phrases, used in this Agreement that relate to solid waste management or sanitary landfills and that are defined in the Solid Waste Disposal Act, *Code of Alabama 1975 §§22-27-1, et seq.*, as amended, shall have the respective meanings as defined in such act.

2. SCOPE OF WORK. As of the Service Commencement Date and subject to the terms and subject to the terms and conditions of this Agreement, the County grants to the Contractor the exclusive right, franchise and obligation to provide household waste collection services within the collection area. In accordance with the terms of this Agreement, the Contractor shall collect all household waste of each residence in the collection area. The County agrees to use its best efforts to protect the Contractor's exclusive rights under this Agreement.
3. TERM/TERMINATION. Unless renewed as provided herein, the term of this Agreement shall be for an initial three (3) year period beginning on the service commencement date; provided, however, that this Agreement may be canceled as provided for in *Section 2-27-5(a) Code of Alabama, 1975*, as amended, upon finding by the County Health Officer and concurrence by the State Health Department that this Agreement fails to be in the best interest of the health, safety and welfare of the citizens residing in Coosa County, Alabama.



4. OPTION TO RENEW. This Agreement shall automatically renew for an additional term of three (3) years, unless, not less than ninety (90) days before the termination of the then current term, one party notifies the other party in writing of its desire to terminate this Agreement at the conclusion of the then current term of this Agreement. Any such written notice shall be sent by certified or registered mail, return receipt requested.
5. COLLECTION SERVICE. The Contractor shall collect and dispose of containerized household waste from each residence in the collection area. Household waste shall be collected by the Contractor at curb side from one approved container once per week.
6. HOURS. Collections shall be made in residential areas no earlier than 5:00 a.m., with no service on Sunday, except in the time of emergency or to maintain schedules due to holidays. Confirmation of a state of emergency must be made by the County.
7. SPILLAGE AND LITTER. The Contractor shall use reasonable efforts to ensure no littering of the premises in the process of making collections.
8. APPROVED CONTAINERS. Residential customers shall place all household waste in an approved container. The Contractor shall not be required to collect household waste unless it is placed in an approved container.
9. EXTRAORDINARY MATERIALS. The Contractor shall have no obligation to collect or dispose of excluded waste or special waste. The rates set forth in this Agreement shall be for the collection of the household waste only, and the Contractor may reject any other non-conforming solid waste.
10. COLLECTION EQUIPMENT. The Contractor shall have on hand at all times, in

good working order, packer type equipment, approved by the Coosa County Health Department as shall permit the Contractor, adequately and efficiently, to perform its duties hereunder.

11. ANSWERING SERVICE. The Contractor shall, at its expense, maintain a telephone listed in the name in which it does business, and it shall provide full time (not recorded answering service) during normal business hours for those who need to contact it so that local residents or customers may request needed service.
12. CONTRACTOR'S RELATION TO THE COUNTY. The Contractor is an independent Contractor and shall be in no respect an agent, servant or employee of the County. Contractor shall be required to pay all federal, state and local taxes, license taxes, Social Security taxes and taxes of any kind which may be chargeable against the labor, material, equipment or other necessary items in the performance of this Agreement.
13. TITLE TO WASTE. Contractor shall have vested title to the solid waste collected pursuant to this Agreement, other than excluded waste or special waste.
14. DISPOSAL. The household waste collected by Contractor shall be hauled to and disposed at the Landfill. The Contractor is responsible for paying the gate fees at the Landfill.
15. CHARGES AND RATES.
  - 15.1 The base fee for once per week collection of household waste, from approved containers, as required to be performed under this Agreement, shall be \$\_\_\_\_\_ per residential unit per month.
  - 15.2 The base fee set forth in Section 15.1 shall be adjusted to reflect the changes

in the Consumer Price Index. Ninety (90) days prior to the anniversary of the service commencement date (the "Calculation Date"), the Contractor shall compute the percent increase or decrease for the fee for the upcoming contract year. The method of adjustment shall be as follows:

$$\text{New Fee} = (\text{Old Fee}) \times (1 + (\text{Cn} - \text{Ci} / \text{Ci}))$$

Where: Old Fee = the fee in effect as of the service commencement date

Ci = the base CPI

Cn - the CPI on each calculation date.

The increase or decrease shall become automatically effective on the first day following the annual anniversary of the service commencement date.

- 15.3 If the number of paying residential units is less than 1,400 during the first 45 days of any applicable quarter, the Contractor shall have the option of terminating this Agreement upon not less than thirty (30) days prior notice to the County. The County may, upon receipt of such notice from the Contractor, cause this Agreement to continue in force by paying the Contractor, within fifteen (15) days of the date of the notice from the Contractor, the difference between the actual fees collected by the Contractor from paying residential units and the amount that would be due the Contractor if at least 1,400 residential units were paying all fees due under this Agreement.
- 15.4 In the event the Contractor becomes liable for or is required to collect and/or pay any governmental tax or surcharge upon collection or disposal of the

household waste, such tax or surcharge shall be added to the fees due hereunder. Documentation of such increases shall be submitted to the County upon request by the County.

15.5 The Contractor will provide collection services for residential units that derive their sole income from Social Security benefits at no cost. Each of these residential units must provide Contractor a Letter of Certification (in the form of Attachment A hereto) that they derive their sole income from Social Security benefits.

16. LOCATION. Residences shall place all containerized household waste at the curb side, prior to the scheduled collection time, that is readily accessible to the Contractor's personnel and collection vehicle.
17. BILLING. The Contractor shall bill and collect from each residence for the collection services provided hereunder. Each residence shall pay the Contractor quarterly in advance of services rendered. Billing or residential accounts shall be based upon the residences being serviced as of the 15<sup>th</sup> of each month, and payment shall be due no later than the 15<sup>th</sup> day of the first month of each quarter. The Contractor shall have the right to discontinue service to any residence that fails to pay the fees set forth in this Agreement. If the Contractor provides any service during a month the residence shall pay for the full month's service. The Contractor shall have no obligation to provide service to any residential unit that has refused to pay for such service.
18. NOTIFICATION OF COUNTY. The Contractor shall notify the County about complaint procedures, rates, regulations, and day(s) of collection.

19. CONTRACTOR'S PERSONNEL. The County may request the dismissal of any employee of the Contractor who is wanton, negligent, or discourteous in the performance of his duties. No person shall be denied employment by the Contractor for reasons of race, creed or religion.
20. STANDARD PERFORMANCE. In the event the Contractor fails to comply with the provisions of this Agreement, or if there is a finding by the Coosa County Health Office and concurrence by the State Health Department that this Agreement fails to be in the best interest of the health, safety and welfare of the citizens residing in the County, then the following steps will be taken:
- (a) The County shall give the Contractor notice in writing and forwarded by Certified Mail, outlining any and all deficiencies or breaches of contract. A thirty (30) day period will be given him to correct deficiencies and regain compliance with the contract to the satisfaction of the Coosa County Health Officer.
  - (b) In the event the deficiencies are not corrected within the thirty (30) day period as outlined in sub-paragraph (a), the County shall have the right to cancel and terminate this contract. As to whether the deficiencies as the term is used in sub-paragraph (a) exists and/or have been corrected is to be an absolute right for the Coosa County Health Officer and the State Health Department jointly to decide without liability of its members in making such determination.
21. BANKRUPTCY. It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then the County may terminate this Contract effective

on the day and at the time the bankruptcy petition is filed.

22. COMPLIANCE WITH LAWS. The Contractor shall conduct operations under this contract in compliance with all applicable federal, state or local laws, rules and regulations regulating solid waste collection and disposal.
23. ILLEGAL PROVISIONS. If any provision of this Agreement shall be declared illegal, void, or unenforceable, in whole or in part, the other provisions shall not be affected but shall remain in full force and effect until the expiration of this Agreement. All of the terms, provisions and conditions of this Agreement shall be deemed to be severable in nature.
24. PERMITS AND LICENSES. The Contractor shall obtain at its own expense all permits and licenses required by law or ordinance, and maintain same in full force and effect.
25. PERFORMANCE BONDS. The Contractor shall furnish to the County a Performance Bond for the faithful performance of this Agreement and all obligations arising hereunder in the amount of \$100,000.00. It shall be executed by a surety company licensed to do business in the State of Alabama.
26. WORKMEN'S COMPENSATION INSURANCE. The Contractor shall provide and maintain during the life of this Agreement, Workmen's Compensation Insurance, in accordance with laws of the State of Alabama, for all its employees. A Certificate shall be filed with the County by the insurance carrier showing such insurance to be in force at all times.
27. LIABILITY INSURANCE. The Contractor shall provide and maintain during the life of this Agreement, Public Liability and Property Damage Insurance and Umbrella

Coverage in the following amounts:

Public Liability	-	\$ 500,00.00 per person/ \$1,000,000.00 per each occurrence
Automotive Liability	-	\$1,000,000.00 bodily injury and property damage, combined single limit per claim
Property Damage	-	\$1,000.00.00 per each occurrence
Umbrella Liability	-	\$5,000,000.00 per each occurrence

to protect itself, its agents, and its employees from claims for damages for personal injury, including wrongful and accidental death and property damage which may arise from operations under this contract, whether such operations be performed by itself or its employees. The policy or policies shall name the County as additional insured and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the County thirty (30) days notice in writing.

The aforesaid insurance shall be written by companies authorized to do business in Alabama.

28. REGULATORY AND GOVERNMENTAL APPROVALS. The County does hereby represent to the Contractor that it has held a public hearing concerning this Agreement in accordance with *Section 22-27-48 of the Code of Alabama* and the County has approved, ratified and confirmed this Agreement. The County represents and warrants to the Contractor that it has taken all action required by it to approve this Agreement, including but without limitation, the following: (1) adopting, revising and/or updating, from time to time, the Solid Waste Management Plan for the County pursuant to *Section 22-27-47 of the Code of Alabama*, as amended from time to time, and (b) advertising and conducting any required public hearings. The

County agrees to take such further action as may be required or requested by Contractor to approve this Agreement.

29. EFFECTIVE DATE. This Agreement shall become effective and the Contractor shall begin collection of the solid wastes as covered herein as of the service commencement date.
30. HOLIDAYS. The Contractor may observe the same holidays as the County. If the Contractor wishes to collect solid waste on days that the County observes a holiday, the Contractor, at its option, may collect solid waste on observed holidays or reschedule a holiday pick-up within the same week the holiday falls.
31. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto are governed by the laws of the State of Alabama.
32. INDEMNITIES.
- 32.1 County's Indemnification. The Contractor does hereby indemnify and hold the County harmless from all liens, claims, judgments, liability, causes of action, assessments, fines or attorneys' fees incurred or caused solely by the negligent act of the Contractor during the term of this Agreement.
- 32.2 Contractor's Indemnification. The County does hereby indemnify and hold the Contractor harmless from all liens claims, judgments, liability, causes of action, assessments, fines, or attorneys' fees incurred or caused by the negligent acts of the County during the term of this Agreement or any misrepresentation by the County or breach of this Agreement.
33. SOLID WASTE PLAN. The County represents and warrants that: (a) this Agreement is in accordance with the Solid Waste Management Plan for the County;



(b) notwithstanding anything in said plan to the contrary or any other resolution of the County or the Authority, in the event the ADEM shall determine that such Solid Waste Management Plan is inconsistent with this Agreement or otherwise defective, then the County does hereby protectively amend its current Solid Waste Management Plan and this Agreement shall and does become a part of the Solid Waste Management Plan for the County; and (c) that the County will not amend its plan in any manner which is consistent with this Agreement without the prior written consent of the Contractor.

34. REPRESENTATIONS.

34.1 The County makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement:

- (a) It has the power and authority to enter into the transactions contemplated by this Agreement and to fulfill and carry out its obligations hereunder;
- (b) The execution and delivery of this Agreement on its part has been duly authorized by a resolution duly adopted by their governing body and by all other necessary actions.

34.2 The Contractor makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement:

- (a) The Contractor is a corporation organized under the laws of the State of Alabama and has the power to enter into and perform and observe the agreements and covenants contained in this Agreement; and
- (b) The Contractor has the power to fulfill and carry out the provisions of

this Agreement; and

- (c) The execution and delivery of this Agreement on the part of the contractor have been duly authorized by all necessary corporate action.

35. MISCELLANEOUS.

- (a) Notices. All notices or other communications to be given hereunder shall be in writing and may be given by personal delivery, telecopy, overnight courier or by registered or certified United States mail, return receipt requested, properly addressed as follows:

To the County:                      County Commission  
   P. O. Box 218  
   Rockford, Alabama 35136  
   Attn: Chairman

To the Contractor:

Change of address of either party shall be by notice given to the other in the same manner as above specified. Any notice or other communication under this Agreement shall be deemed given at the time of actual delivery, if it is personally delivered, or if such notice or other communication is sent by registered or certified United States mail, as above provided, upon the third business day following the date on which such notice or other communication is deposited with a United States Post Office or branch Post Office or upon actual delivery, whichever first occurs.

- (b) Attorneys' Fees. If, as a result of a breach or default hereunder, either party hereto should employ attorneys or incur other expenses in or about the collection of amounts due from the other party under this Agreement or the enforcement of any other obligation, covenant or agreement of such party contained in this Agreement, the breaching or defaulting party will, if the other party is successful in such efforts or if a final judgment for either is rendered by a court of competent jurisdiction, pay such other party reasonable attorney's fees and other reasonable expenses to incurred by the successful such other party,.
- (c) Assignment. The Contractor shall not assign or transfer, or permit the assignment or transfer of, this Agreement or any rights hereunder, without the prior written consent of the County, pursuant to *41-16-59, Code of Alabama, 1975.*
- (d) Force Majeure. In the event the Contractor is rendered unable, wholly or in part, by an event of Force Majeure to carry out any of its obligations under this Agreement, then the obligations of the Contractor shall be suspended during the continuance of any inability so caused by the event of Force Majeure, but for no longer period. The Contractor will, to the extent that it may lawfully do so, use its reasonable best efforts to remedy, alleviate or circumvent any cause or causes preventing it from performing its agreement and covenants hereunder; provided, however, that the settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of the Contractor, and the Contractor shall not be required to settle strikes, lockouts

and other labor disputes by acceding to the demands of the opposing party or parties when such course is in its judgment against its best interests. Any time that the Contractor intends to rely upon an event of Force Majeure to suspend obligations as provided in this section, the Contractor shall notify the county as soon as reasonably practicable, describing in reasonable detail the circumstances of the event of Force Majeure. Notice shall again be given when the effect of the event of force Majeure has ceased.

- (e) Independent Contractor: No Agency. The Contractor will act hereunder as an independent Contractor and not as an agent of the County. Similarly, the County is not an agent of the Contractor and is not empowered or authorized to obligate the Contractor in any way.
- (f) Severability. In case 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 of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; provided, however, that it is the intention of the parties hereto that in lieu of each term, clause, or provision that is invalid, illegal or unenforceable, there shall be added as part of this Agreement, a term, clause or provision as similar in terms to such invalid, illegal or unenforceable term, clause or provision as may be possible and be valid, legal or enforceable.

- (g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
- (h) Entire Agreement. This Agreement constitutes the entire understanding between the County and the Contractor, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations or modifications to this Agreement will be effective unless in writing and signed by the parties hereto.
- (i) Survival. All obligations hereunder, for the payment of money or otherwise, shall survive the termination of this Agreement until satisfied, discharged or waived.
- (j) Default: Remedies. Except as otherwise provided herein, if either party breaches any of the material provisions of this Agreement and remains in default for a period of thirty (30) days after receiving written notice setting forth a detailed description of such default from any other party, unless a longer period of time is required to cure such breach and the party breaching or defaulting shall have commenced to cure such breach within said thirty (30) day period and pursues diligently to completion thereof, any other party may, at its option: (i) terminate this Agreement as of any date which the said other party may select provided said date is at least thirty (30) days after the end of the thirty (30) day period in which to cure or commence curing; (ii) cure the breach or default at the expense of the breaching or defaulting party, or (iii) have recourse to any other right or remedy to which it may be entitled

by law or at equity by law or at equity, including but not limited to, specific performance, injunction or the right to recover all damages or loss suffered as a result of such permit cancellation, breach or default.

The remedies hereunder are cumulative and not exclusive.

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement as of the day and year first above written.

WITNESS:

COOSA COUNTY, ALABAMA

by: \_\_\_\_\_

**BERTHA McELRATH**  
Its Chairman

WITNESS:

by: \_\_\_\_\_

Its \_\_\_\_\_

ATTACHMENT A

CERTIFICATE OF EXEMPTION FROM MANDATORY GARBAGE  
COLLECTION SYSTEM SOLE INCOME SOCIAL SECURITY

To County Commission and Health Officer:

The undersigned does hereby represent and warrant that the sole source of income for each person residing at the residential unit set forth below is Social Security benefits.

The undersigned acknowledges and understands that a false statement violates the law and is subject to criminal prosecution.

As set forth in *Section 22-27-3(g)*, this exception will terminate if not sooner one year from date set forth below.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Address of Residential Unit

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF ALABAMA                    )  
  )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that \_\_\_\_\_, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

"Base CPI"	Shall mean the CPI published as of the Service Commencement Date.
"Collection Area"	The areas within the unincorporated limits of the County as amended from time to time.
"Commercial"	Shall mean and include all multi-dwellings, businesses, industries and all solid waste generators other than residences.
"Contract Year"	Shall mean twelve (12) full calendar months from the Service Commencement Date and each full twelve (12) month period thereafter.
"Consumer Price Index" or "CPI"	Shall mean the Consumer Price Index for all urban consumers (for cities with a population of 50,000 or less) as published by the United States Labor Department or its successor (1982-84-100). In the event the U. S. Department of Labor, Bureau of Statistics, ceases to publish the CPI, the parties agree to substitute another equally authoritative measure of change in the purchasing power of the U. S. Dollar as may be then available.
"Curb Side"	Shall mean the intersection of a public thoroughfare with a private driveway or road leading to the customer's residence or business establishment.
"EPA"	The United States Environmental Protection agency, or any successor agency.
"Excluded Waste"	Any special waste, automobiles, tires (unless and only to the extent disposal of the same is permitted under applicable laws or the rules and regulations governing disposal at the Landfill), infectious waste (including untreated medical waste, hospital waste, and dead poultry or other animals which do not pass federal and state regulations and Contractor's acceptance guidelines for treatment of infectious waste prior to disposal), radioactive, volatile, highly flammable, explosive or toxic waste materials, hazardous waste,



**MOTION TO ADJOURN**

MOTIONED BY CHAIRMAN BERTHA K. MCELRATH TO ADJOURN. SECONDED BY JOHN FORBUS.  
UNANIMOUSLY APPROVED

MINUTES APPROVED THIS 14<sup>TH</sup> DAY OF FEBRUARY, 2023.

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CHAIRMAN BERTHA MCELRATH

\_\_\_\_\_  
RONNIE JOINER

\_\_\_\_\_  
BRANDON DAVIS

\_\_\_\_\_  
VICE-CHAIR LAMAR DAUGHERTY

\_\_\_\_\_  
JOHN FORBUS

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