



City of Clarksville

Gas & Water Committee

July 18, 2024 at 4:30 PM
Clarksville Gas & Water Department

Please silence all cell phones.

AGENDA

1. **Call to Order**
2. **Announce Members in Attendance (verify quorum)**
3. **Approval of Minutes**
 - A. May 23, 2024
4. **Department Reports**
 - A. Bid Summary - Camille Thomas (attached)
Professional Services - Camille Thomas
 - Miscellaneous engineering services in support of capital improvement projects from Clark Engineering & Utility Solutions, LLC in the amount of \$100,000. This will be on an as-needed basis.
 - Design of a 12" HP gas main & gate station from D2Energy, LLC for the amount of \$631,982.50. This is a tie in between the City's existing gas system and the proposed PREA transmission pipeline to be installed in Guthrie, KY.
 - Sale of surplus property for the months of May and June 2024 - \$26,700.
 - Bad Debt - Dawn Thomack
 - Financials- Dawn Thomack
 - Departmental Reports - Mark Riggins
 - Monthly Committee Report June 2024
5. **Committee Action Required**
6. **City Council Action Required**
 - A. RESOLUTION 04-2024-25. A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF CLARKSVILLE, TENNESSEE AND BI-COUNTY SOLID WASTE MANAGEMENT FOR ACCEPTANCE OF BIOSOLIDS FROM THE WASTEWATER TREATMENT PLANT
7. **Adjournment**
8. **Public Comment**

(allows 3 persons; 5 minutes each)



Committee Minutes

May 23, 2024

CALL TO ORDER

Councilperson Travis Holleman called a meeting of the City of Clarksville Gas & Water Committee to order, on Thursday May 23, 2024 at 4:30 p.m. A quorum was not present.

ATTENDANCE

The following were in attendance:

Councilperson Travis Holleman, Councilperson Karen Reynolds, Patrick Chesney, Camille Thomas, Emil Dawn Thomack, and Brandy Slaughter

ADOPTION OF MINUTES

There was not a quorum, therefore the April 18, 2024 minutes could not be voted upon.

DEPARTMENT REPORTS

Camille Thomas gave the bid summary. There were no questions. For the month of April, one bid was awarded for pavement, concrete and yard repairs. There was one request for professional services for miscellaneous appraisals on an as needed basis in the amount of \$75,000. The sale of surplus property on GovDeals.com for the month of April was \$ 7,003.61.

Dawn Thomack went over the bad debt report. In the month of April 112 accounts were turned over to collections, which totaled \$18,081.76. In April the number of accounts written off was 89, which totaled \$13,412.89. We collected \$5,435.47 from old accounts that were in collections.

Next, Dawn went over the financials for the Water division. The revenue for the month of April was \$3.1 million. Year to date the revenues are 32.4 million. The operating expenses for the month of

April were \$3.3 million. Year-to-date was \$26.4 million. The year to date was just over \$6.2 million. Income from operations year-to-date was just over \$6 million. The interest and amortization activities for April were \$277,000. Year-to-date \$1.5 million. Total income for the month of April was just over \$55,000. Year-to-date is \$7.5 million. Capital spending for year-to-date was \$57.6 million, which is primarily due to the Water Plant.

For the month of April the Wastewater Department's revenue was just over \$4 million. The Year-to-date revenues were \$41.8 million. The operating expenses for April were just under \$3 million. Year-to-date was \$29.5 million. The income for operations for the month of April was just over \$1 million. Year-to-date was \$12.2 million. The non-operating activities for the month of April were just over \$1.7 million. The year-to-date was just under \$5.2 million. Much of that is Grant money from ARPA funds. Total income for the month of April was a little over \$2.8 million. Year-to-date \$17.5 million. The capital spending for year-to-date was \$18.2 million.

For the month of April the Gas Department's revenue was \$2.4 million. Year-to-date was \$26.1 million. The operating expenses for April were just under \$1.9 million. Year-to-date was \$25.1 million. Income from operations was \$591,000 for the month of April. Year-to-date was \$948,000. The non-operating activities for March was \$65,000. Year-to-date was \$628,000. The total income for April was just under \$650,000. Year-to-date was \$1.5 million. Capital spending year-to-date was \$4.5 million.

Debt coverage was next. The debt ratio was 3.28. This is above the goal of 1.7.

The cash position was last in regards to the financial reports. All are all above the AA rating criteria.

Department reports were next. Patrick Chesney gave this report to the committee. The Committee members went over the reports and had no questions. Patrick also went over the Monthly Committee Report. There were no questions.

ADJOURNMENT

The meeting was adjourned at 4:45 pm.



Monthly Committee Report

July 2024

- We congratulate several employees on earning state certifications during the Spring 2024 testing session, upon passing a rigorous exam involving scenario, informational, and math equation questions concerning all areas of our water distribution or wastewater collections systems or treatment plants.

Those earning their Tennessee Grade 2 Water Distribution Certification are as follows:

- Within the Water Division:
 - Ian Hadley
 - Colby Phillips
 - David Reid
 - Ryan Watts
- Within the Engineering Division:
 - Robert Whitehead

Those earning their Tennessee Grade 3 Water Treatment Certification are as follows:

- Walter “Jack” Brown
- Tyrone Ewing
- Kristopher Keenan
- Timothy Paris

Those earning their Tennessee Grade 4 Water Treatment Certification are as follows:

- Reed Harper

Those earning their Tennessee Grade 2 Wastewater Collection Certification are as follows:

- Within the Wastewater Division:
 - Trace McElroy
 - Cameron Rhea
 - Jonathan Steward
- Within the Engineering Division:
 - Wayne Lankford

- We are excited for our Clarksville Team to be competing in the Water Environment Federation Ohio Regional Wastewater Operations Challenge in Sandusky, Ohio on August 1st. The team members are:
 - Josh Bent
 - Andrew Browder
 - James Farmer
 - David Haller
 - Davis Stack

The Wastewater Operations Challenge is a fierce but friendly competition among industry peers from within and outside of the United States. The competition is a way for wastewater operators to practice and refine their skills used for daily operations. The competition tests team skills in five wastewater operations categories and are timed events judged by wastewater experts: Process Control, Laboratory, Collection Systems, Safety, and Maintenance.

Last year's team won 2nd Place in Laboratory Skills and the Team Spirit Award. Please join us in proudly wishing our team good luck!

- And lastly, we want to ensure that all of our customers and business stakeholders know that TDOT has finally completed the roadway construction at our easternmost entrance (being between CGW and Sonic). The roadway now permits access to Martin Luther King Jr. Parkway / Highway 76 Connector Road as well as other businesses between our parking lot and the road without entering onto Madison Street.

CGW Water Department
June, 2024 (Preliminary)

	Month			Year to Date		
	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unfav)</u>	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unfav)</u>
Sales to Customers	3,254,160	3,035,500	218,660	35,127,074	36,426,000	(1,298,927)
Penalties	46,007	36,250	9,757	561,607	435,000	126,607
Other Income	353,299	332,083	21,215	3,727,745	3,985,000	(257,255)
Gross Revenue	3,653,466	3,403,833	249,633	39,416,426	40,846,000	(1,429,574)
Water Plant 1	438,185	516,262	78,077	5,713,999	6,195,141	481,142
Water Plant 2	116,547	104,854	(11,694)	1,105,815	1,258,245	152,430
Water Transmission	565,806	745,138	179,332	7,523,689	8,941,661	1,417,972
Water Administration	48,238	61,846	13,608	638,465	742,152	103,687
Customer Service	381,043	395,786	14,743	4,795,115	4,749,429	(45,686)
Accounting	67,511	75,048	7,537	901,499	900,576	(923)
Engineering	125,009	169,336	44,327	1,511,822	2,032,035	520,213
Admin & General	106,259	109,409	3,149	1,270,926	1,312,904	41,977
Other Expenses	25,070	22,833	(2,237)	248,547	274,000	25,453
Depreciation	650,000	650,000	0	7,897,680	7,800,000	(97,680)
Total Operating Expenses	2,523,669	2,850,512	326,843	31,607,556	34,206,143	2,598,587
Income from Operations	1,129,797	553,321	576,475	7,808,870	6,639,857	1,169,013
Interest Income	387,897	633,333	(245,436)	8,466,119	7,600,000	866,119
Other Income (Expense)	26,967	1,250	25,717	103,611	15,000	88,611
Interest Expense	(761,494)	(765,106)	3,612	(9,208,014)	(9,181,273)	(26,741)
Debt Amortization Income	253,622	253,622	(0)	3,043,462	3,043,463	(1)
PILOT	(96,561)	(96,561)	(0)	(1,158,731)	(1,158,731)	-
Total Other Income (Expense)	(189,570)	26,538	(216,108)	1,246,447	318,459	927,988
Total Income / (Loss)	940,227	579,860	360,367	9,055,317	6,958,316	2,097,000
Capital Spend	5,222,723	8,812,000	3,589,277	67,097,779	101,970,000	34,872,221
Contributed Capital - Cash	-	-	-	17,884	-	17,884
Contributed Capital - Non-Cash	6,000,000	1,000,000	5,000,000	11,155,818	12,000,000	(844,182)

CGW Wastewater Department
June, 2024 (Preliminary)

	Month			Year to Date		
	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unfav)</u>	<u>Actual</u>	<u>Budget</u>	<u>Fav/(Unfav)</u>
Sales to Customers	4,124,175	3,865,167	259,008	46,213,244	46,382,000	(168,756)
Penalties	63,376	52,083	11,293	775,311	625,000	150,311
Other Income	287,817	361,667	(73,849)	3,450,588	4,340,000	(889,412)
Gross Revenue	4,475,368	4,278,917	196,452	50,439,143	51,347,000	(907,857)
Wastewater Plant	425,361	533,657	108,295	6,359,267	6,403,882	44,615
Wastewater Collection	842,429	729,903	(112,526)	9,195,371	8,758,839	(436,532)
Wastewater Administration	52,109	60,591	8,482	909,711	727,088	(182,623)
Customer Service	203,290	235,298	32,008	2,689,161	2,823,578	134,417
Accounting	62,630	70,042	7,413	837,137	840,507	3,370
Engineering	124,806	171,583	46,777	1,625,069	2,058,993	433,924
Admin & General	98,803	101,434	2,631	1,167,829	1,217,209	49,380
Other Expenses	24,225	21,250	(2,975)	239,139	255,000	15,861
Depreciation	1,060,000	1,050,000	(10,000)	12,553,237	12,600,000	46,763
Total Operating Expenses	2,893,653	2,973,758	80,105	35,575,921	35,685,096	109,175
Income from Operations	1,581,716	1,305,159	276,557	14,863,223	15,661,904	(798,681)
Interest Income	278,321	233,333	44,987	2,949,571	2,800,000	149,571
Other Income (Expense)	1,354,859	930,000	424,859	10,804,862	11,160,000	(355,138)
Interest Expense	(475,722)	(308,202)	(167,520)	(5,248,290)	(3,698,424)	(1,549,866)
Debt Amortization Income	135,453	125,617	9,836	1,556,579	1,507,400	49,179
PILOT	(127,717)	(127,717)	-	(1,532,605)	(1,532,605)	-
Total Other Income (Expense)	1,165,193	853,031	312,162	8,530,117	10,236,371	(1,706,254)
Total Income / (Loss)	2,746,909	2,158,190	588,719	23,393,340	25,898,275	(2,504,936)
Capital Spend	3,904,917	4,709,000	804,083	25,239,885	38,561,000	13,321,115
Contributed Capital - Cash	-	-	-	45,195	-	45,195
Contributed Capital - Non-Cash	7,000,000	1,000,000	6,000,000	14,692,989	12,000,000	2,692,989

CGW Gas Department
June, 2024 (Preliminary)

	<u>Actual</u>	<u>Month Budget</u>	<u>Fav/(Unfav)</u>	<u>Actual</u>	<u>Year to Date Budget</u>	<u>Fav/(Unfav)</u>
Sales to Customers	1,664,115	1,288,000	376,115	28,231,541	28,000,000	231,541
Penalties	7,864	17,292	(9,427)	230,594	207,500	23,094
Other Income	36,864	110,479	(73,615)	1,194,697	1,325,750	(131,053)
Gross Revenue	1,708,843	1,415,771	293,072	29,656,833	29,533,250	123,583
Cost of Gas	1,089,069	925,000	(164,069)	17,452,916	18,500,000	1,047,084
Gas Distribution	280,124	292,345	12,221	3,145,615	3,508,140	362,525
Gas Administration	109,737	135,409	25,672	1,572,656	1,624,909	52,253
Ft. Campbell Operations	44,369	51,686	7,317	523,372	620,232	96,860
Customer Service	111,633	134,608	22,975	1,497,218	1,615,298	118,080
Accounting	64,228	59,859	(4,369)	754,959	718,305	(36,654)
Engineering	57,181	59,780	2,599	759,561	717,358	(42,203)
Admin & General	98,742	100,255	1,512	1,165,535	1,203,055	37,519
Other Expenses	18,917	17,500	(1,417)	180,006	210,000	29,994
Depreciation	170,000	166,667	(3,333)	2,029,863	2,000,000	(29,863)
Total Operating Expenses	2,044,001	1,943,108	(100,893)	29,081,702	30,717,297	1,635,595
Income from Operations	(335,158)	(527,337)	192,179	575,131	(1,184,047)	1,759,177
Interest Income	114,236	126,675	(12,439)	1,496,882	1,520,100	(23,218)
Other Income (Expense)	267	500	(233)	14,256	6,000	8,256
Interest Expense	(8,672)	(10,118)	1,446	(116,775)	(121,418)	4,643
Debt Amortization Income	5,961	5,961	-	71,530	71,530	0
PILOT	(59,520)	(59,520)	-	(714,235)	(714,235)	-
Total Other Income (Expense)	52,272	63,498	(11,226)	751,658	761,977	(10,319)
Total Income / (Loss)	(282,886)	(463,839)	180,953	1,326,788	(422,070)	1,748,858
Capital Spend	24,773	662,000	637,227	4,650,897	9,077,000	4,426,103
Contributed Capital - Cash	16,198	20,833	(4,636)	185,172	250,000	(64,828)
Contributed Capital - Non-Cash	-	4,167	(4,167)	79,974	50,000	29,974

FY 2024 Debt Coverage

June, 2024 (Preliminary)

Fiscal Period	12
	Actual
System Gross Revenue	\$ 119,512,402
System Operating Expenses	96,265,178
	23,247,224
Add: Depreciation Expense	22,480,781
Other Revenue (Expense)	23,835,300
Net Revenues	\$ 69,563,305

Debt Coverage Ratio	3.38
Debt Coverage Ratio Goal	1.70
<i>FY 2023 Coverage Ratio</i>	<i>2.76</i>
<i>FY 2022 Coverage Ratio</i>	<i>2.45</i>

>2.00 = Aaa rating

1.70-2.00 = Aa rating

Debt to Operating Revenue Ratio

June, 2024 (Preliminary)

FY 2024 Budget

Total Debt	\$ 337,028,384
Operating Revenue	\$ 133,119,900
Debt/Operating Revenue	2.53

FY 2023 Actual

Total Debt	\$ 348,379,888
Operating Revenue	\$ 125,440,558
Debt/Operating Revenue	2.78

FY 2022 Actual

Total Debt	\$ 356,997,569
Operating Revenue	\$ 119,428,817
Debt/Operating Revenue	2.99

FY 2021 Actual

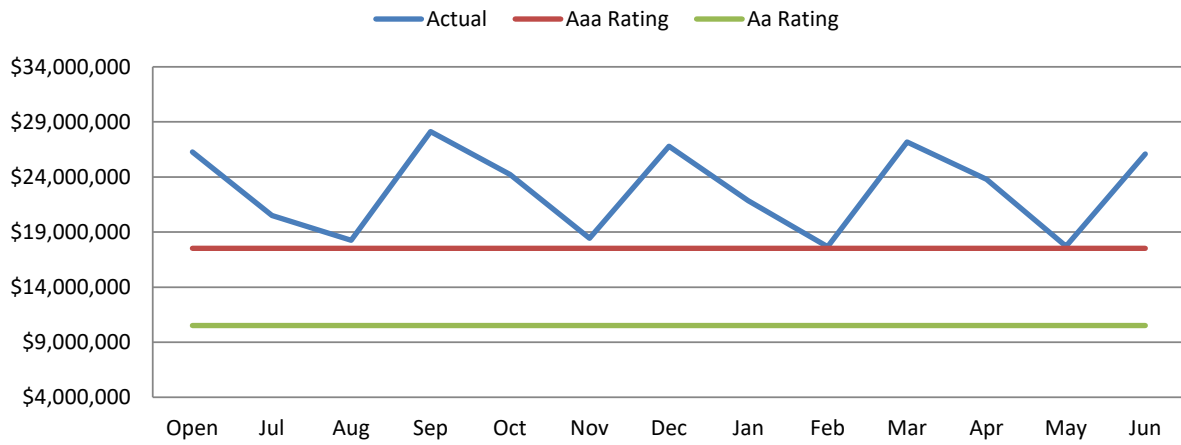
Total Debt	\$ 177,406,199
Operating Revenue	\$ 97,336,265
Debt/Operating Revenue	1.82

<2.00 = Aaa

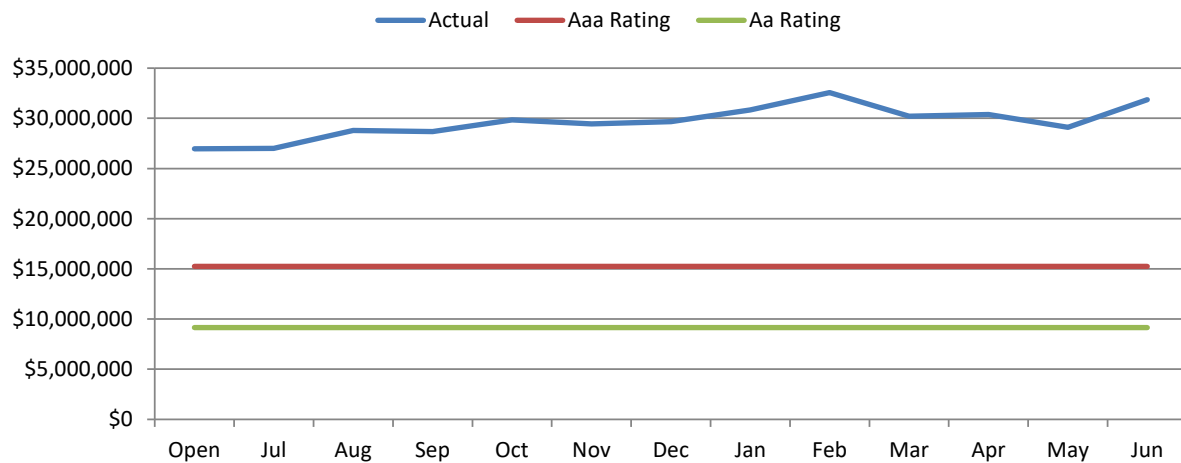
2.00 - 4.00 = Aa

Clarksville Gas & Water FY 2024 (Preliminary)

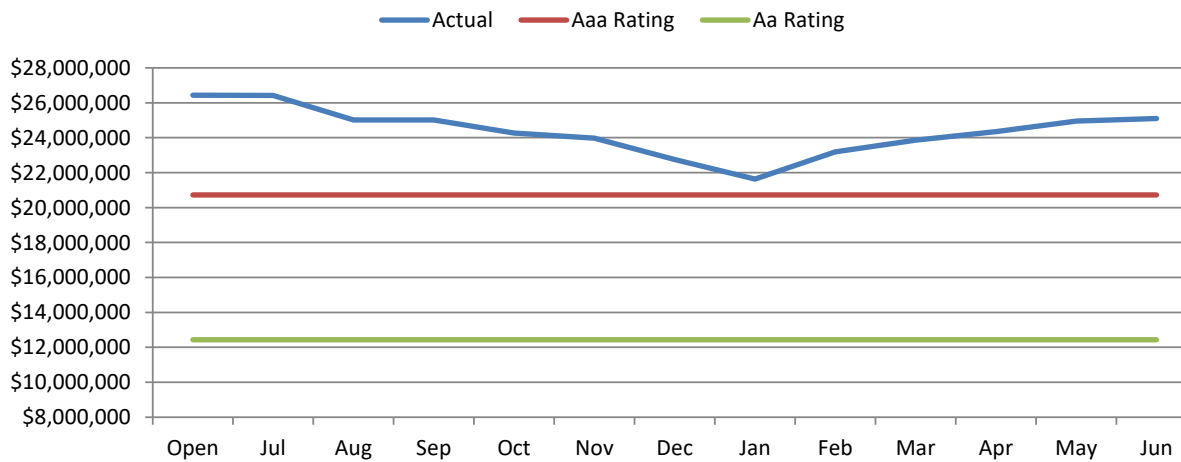
FY 2024 Available Cash - Water



FY 2024 Available Cash - Wastewater



FY 2024 Available Cash - Gas



RESOLUTION 04-2024-25

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF CLARKSVILLE, TENNESSEE AND BI-COUNTY SOLID WASTE MANAGEMENT FOR ACCEPTANCE OF BIOSOLIDS FROM THE WASTEWATER TREATMENT PLANT

WHEREAS, the City of Clarksville owns, operates, and maintains a wastewater treatment plant through its Department of Gas & Water (CGW); and

WHEREAS, Bi-County Solid Waste Management owns, operates, and maintains a landfill in service to Montgomery and Stewart Counties in Tennessee; and

WHEREAS, CGW currently disposes of biosolids yielded from said wastewater treatment plant at the Bi-county landfill; and

WHEREAS, CGW, through current contracts and agreements, is constructing infrastructure to improve the consistency and reduce the amount of said biosolids yielded from the wastewater treatment plant; and

WHEREAS, construction of said infrastructure will continue for approximately one calendar year; and

WHEREAS, the City, through its CGW, and Bi-County Solid Waste Management, through its Board, (together the “Parties”) have determined it to be necessary and mutually beneficial to the parties hereto to enter into an agreement outlining the disposal and acceptance, including the associated rate to be charged and paid, of biosolids from the wastewater treatment plant, pursuant to the terms and provisions set forth in an agreement between the Parties (Interlocal Agreement), attached hereto and incorporated herein as **Attachment A**; and

WHEREAS, the Parties now desire to memorialize said agreement through approval / adoption and execution of said interlocal agreement, attached hereto and incorporated herein as **Attachment A**, pursuant to Tennessee Code Annotated Section 12-9-108 pertaining to the adoption of interlocal agreements among governmental entities, and pursuant to all applicable federal, state, and local laws, to include City ordinances and resolutions, and such applicable regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSVILLE, TENNESSEE:

That the Clarksville City Council hereby authorizes and approves an interlocal agreement, pertaining to the disposal and acceptance of biosolids from the wastewater treatment plant, pursuant to the terms and provisions set forth in an agreement between the Parties (Interlocal Cooperative Agreement), attached hereto and incorporated herein as **Attachment A**, said interlocal agreement to be effective and binding upon execution by the Mayor of the City of Clarksville, Tennessee and the Chairman of the Bi-County Solid Waste Management.

Mayor

ATTEST:

City Clerk

ADOPTED:

Attachment A

**INTERLOCAL AGREEMENT FOR DISPOSAL/ACCEPTANCE OF BIOSOLIDS
FROM WASTEWATER TREATMENT PLANT**

THIS INTERLOCAL AGREEMENT FOR DISPOSAL/ACCEPTANCE OF BIOSOLIDS FROM WASTEWATER TREATMENT PLANT (hereinafter, "Interlocal Agreement") is entered into this the _____ day of _____, 2024, by and between the CITY OF CLARKSVILLE, TENNESSEE, a Tennessee Municipal Corporation, created and established by Charter, most recently amended and restated by Chapter 24 of the Private Acts of 2015, (hereinafter, the "City"), and BI-COUNTY SOLID WASTE MANAGEMENT, operator of a government-run Class I Landfill (hereinafter, "Bi-County"). This Interlocal Agreement is entered due to the expiration of the prior Interlocal Agreement that was executed on August 13, 2021 for a term of three (3) years.

WITNESSETH:

WHEREAS, the City owns, operates, and maintains a wastewater treatment plant through its Department of Gas & Water (hereinafter, "CGW");

WHEREAS, Bi-County owns, operates, and maintains a landfill in service to Montgomery and Stewart Counties in Tennessee (hereinafter, the "Bi-County Landfill");

WHEREAS, CGW currently disposes of biosolids yielded from said wastewater treatment plant at the Bi-County Landfill;

WHEREAS, CGW, through current contracts and agreements, is constructing infrastructure to improve the consistency and reduce the amount of said biosolids yielded from the wastewater treatment plant;

WHEREAS, construction of said infrastructure will continue for approximately one calendar year; and

WHEREAS, the City, through CGW, and Bi-County, through its Board, (hereinafter referred to collectively from time to time as, the "Parties") have determined it to be necessary and

mutually beneficial to the Parties to enter into this Interlocal Agreement outlining the disposal and acceptance, including the associated rate to be charged and paid, of biosolids from CGW's wastewater treatment plant.

NOW, THEREFORE, in consideration of the premises, the requirements imposed on the Parties by law, and their mutual undertakings, the Parties hereto agree by and between themselves as follows:

1. **Amount of Biosolids Accepted.** Bi-County agrees to accept the following amount of biosolids or "sludge" (in truckloads), per day, from CGW:

(a) Schedule:

With the exception of holiday and unexpected closures as set forth in subparagraph 1(b) below, the Parties agree to the following Schedule of sludge disposal/acceptance:

Monday through Friday: five (5) truckloads per day;

Saturday: two (2) truckloads per day; and

Sunday: zero (0) truckloads per day.

(b) Holiday Closures and Unexpected Closures:

In the event Bi-County, due to Bi-County's closure of operations during a government-recognized holiday, is unable to accept biosolids from CGW, the Parties agree that Bi-County will accept biosolids from CGW within a reasonable time period prior to such holiday or within four (4) calendar days immediately following such holiday. Likewise, in the event Bi-County, due to its unexpected closure of operations for any reason, is unable to accept biosolids from CGW, the Parties agree that Bi-County will accept biosolids from CGW within four (4) calendar days immediately following such an unexpected closure. Any such disposal/acceptance of biosolids during a holiday or unexpected closure shall be credited/counted, as if it had occurred on the actual

date of the subject holiday or unexpected closure and, accordingly, shall not be considered as a truckload, delivery, disposal, acceptance of disposal, etc., in excess of the particular Schedule set forth in subparagraph 1(a) above.

2. **Tipping Fee.** CGW agrees to pay a sludge tipping fee in the amount of \$30.00 (THIRTY DOLLARS AND NO CENTS) per ton to Bi-County, which includes the cost of odor control materials for Bi-County's use. In the event Bi-County requires more or different odor control materials or has increased costs associated with the use of odor control materials for the biosolids delivered by CGW, or if the costs associated with acceptance of biosolids delivered by CGW becomes economically unfeasible to sustain by Bi-County, then Bi-County will timely transmit this information to CGW and the parties shall meet within thirty (30) days, to renegotiate the tipping fees or the Interlocal Agreement. If the tipping fees cannot be resolved by agreement and modification of the terms of this Interlocal Agreement by written amendment, then this Interlocal Agreement shall terminate on the ninetieth (90th) day following notice by Bi-County to CGW.

3. **Industrial Sewer Rate unaffected.** Bi-County leachate disposal will remain on the Industrial Sewer Rate, as published in the Official Code of the City of Clarksville.

4. **Term.** Except as hereinafter provided, this Interlocal Agreement shall remain in effect for a term of one (1) year from the date of its execution. Within ninety (90) calendar days prior to the end of said one (1) year term, or within thirty (30) calendar days after completion of installation of thermal dryers at CGW's wastewater treatment plant, the Parties shall meet to discuss the terms of a new Interlocal Agreement.

5. **Records.** The City and Bi-County shall be responsible for maintaining their records in compliance with the laws of the State of Tennessee.

6. **No Waiver.** Neither any failure nor any delay by any party in exercising any right, power or privilege under this Interlocal Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of the same.

7. **Choice of Law.** This Interlocal Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee. Any action arising from this Interlocal Agreement shall be brought in the Circuit or Chancery Courts of Montgomery County, Tennessee.

8. **Captions.** The captions appearing in this Interlocal Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of any sections.

9. **Integration; Amendment.** This Interlocal Agreement is fully integrated and sets forth all of the understandings of the Parties. This Interlocal Agreement shall not be modified or amended except by an instrument in writing mutually executed by the Parties hereto.

10. **Severability.** If any of the terms and conditions of this Interlocal Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Interlocal Agreement are declared severable.

11. **Legality of Biosolid Disposal.** If at any time during the pendency of this Interlocal Agreement, a change in applicable law should render the acceptance and/or delivery of biosolids from CGW as contemplated in this Interlocal Agreement to be illegal, then Bi-County, in its sole discretion, may immediately terminate same by providing written notice to CGW with said termination being effective on the date notice is provided to CGW.

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

THE CITY OF CLARKSVILLE, TN

**BI-COUNTY SOLID WASTE
MANAGEMENT**

By: _____
Joe Pitts, Mayor

By: _____
John Gannon, Chairman

ATTEST:

Lisa Canfield, City Clerk