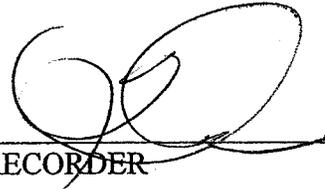


RESOLUTION NO. R2007-70

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LETTER OF UNDERSTANDING WITH ORANGE GROVE CENTER FOR ACCEPTANCE OF RECYCLABLE MATERIALS ACCUMULATED AT THE SIGNAL MOUNTAIN RECYCLING CENTER.

BE IT RESOLVED by the Town Council of the Town of Signal Mountain, Tennessee that the Mayor is authorized to enter into a Letter of Understanding with Orange Grove Center for acceptance of recyclable materials accumulated at the Signal Mountain Recycling Center. A copy of the Letter of Understanding is attached.


MAYOR


RECORDER

9-10-07
DATE

9-10-07
DATE

PAN/kac

Letter of Understanding between Orange Grove Center and the Town of Signal Mountain for Recycling Services

This Agreement for Recycling Services is entered into by and between the Town Signal Mountain and Orange Grove Center on October 1, 2007.

1. **PURPOSE AND SCOPE OF SERVICES.** Orange Grove Center (hereinafter OGC) agrees to accept the following recyclable materials from Signal Mountain's Recycling Drop-off Center: aluminum, steel, glass, plastic #1 and #2, electronics, batteries, and motor oil. Steel must consist of tin cans and no assorted scrap metals will be tendered. Products will be accepted at the John F. Germ Recycling Center during normal business hours Monday through Friday, 8:30 a.m. to 3:00 p.m. excluding the holidays of New Years Day, MLK Day, Good Friday, Memorial Day, July 4th, Labor Day, President's Day, Thanksgiving Day and the day after, Christmas Eve, and Christmas Day. Signal Mountain's Drop-off Supervisor or designee must call the Recycling Center prior to delivering material to give OGC time to prepare the baler or tipping floor to receive the specific product being delivered. Pilot projects can be initiated to collect specialty items in the attempt to collect a forty thousand pound truckload. Once Signal Mountain has collected a sellable amount of material, OGC agrees to make all reasonable efforts to market the recyclables collected. During the term of this agreement and thereafter by mutual agreement between the parties, OGC's cardboard baler located at the drop-off center may be utilized by Signal Mountain personnel with Signal Mountain continuing to provide all necessary maintenance. In the event that OGC requests the return of this cardboard baler at the end of this agreement or at any other time requested by the Town Manager, such baler shall be picked up by OGC at the drop-off center in "as is" condition and Signal Mountain shall not be responsible for any other costs to this equipment other than necessary maintenance.
2. **COMPENSATION.** Within ten (10) days after the end of each month, OGC will make payment to the Town Signal Mountain for recyclable materials received by OGC from the Town Signal Mountain. The monthly payment to the Town of Signal Mountain for each commodity shall be equal to the price per pound which is paid to other parties tendering materials to OGC during the same time period. Orange Grove will accept approved glass products with no additional processing fee, if aluminum or plastic or both are also delivered. Otherwise, Orange Grove will invoice Signal Mountain for \$15/ton for the processing and shipping of glass during any month in which other acceptable recyclable materials are not delivered. Any questions regarding OGC recycling services can be directed to Tera Roberts or John Chamberlin at Orange Grove Center.
3. **TERM AND CANCELLATION.** This agreement shall remain in effect for a period of one (1) year from October 1, 2007 and from year-to-year thereafter until cancelled, however, this agreement is subject to cancellation anytime upon 30 days notice. This agreement may be cancelled by either party upon thirty (30) days written notice delivered by registered mail to the other party. This contract shall cancel all previous agreements or contracts, written or verbal, between the parties hereto.
4. **INDEPENDENT CONTRACTOR.** OGC shall perform all of its services under this agreement as an independent contractor. The Town of Signal Mountain shall not be responsible for the employment of, discharge of and/or payment of OGC's subcontractors, agents and/or employees. OGC will secure all necessary permits, licenses related to such subcontracting and employment and shall, when applicable, provide for payment of any Workmen's Compensation, taxes, licenses, fees or other business contributions legally required

of OGC in the performance of this contract. OGC shall indemnify and save the Town of Signal Mountain harmless from and against any and all claims for such payments, taxes, licenses, fees or other business contributions.

5. HOLD HARMLESS PROVISIONS. OGC and Signal Mountain shall indemnify each other (including their respective employees and agents) and hold each other harmless from and against all claims, liabilities, losses, damages, fines, penalties, payments, costs and expenses (including reasonable legal fees) to the extent of any liability limits under the Tennessee Governmental Tort Liability Act at T.C.A. § 29-20-101 et. seq. when applicable which is proximately caused by or resulting from the negligence or intentional acts of the indemnifying Party, including its employees or agents, in connection with the performance of this Agreements or the Services. The previous sentence, however, shall not apply to the extent that such claims, liabilities, losses, damages, fines, penalties, payments, costs or expenses are proximately caused by or result from the negligence or intentional acts of the indemnified Party, including its employees or agents. Neither party shall be liable to the other nor indemnify the other for any indirect or consequential damages (such as, but not limited to, loss of profits, loss of market, loss of customer goodwill, assembly line shutdowns, or punitive or exemplary damages), regardless of whether the claim for such damages sounds in contract, tort, breach of warranty, consumer fraud, or otherwise.

IN WITNESS WHEREOF, the parties have here to set their hands the day and year first above written.

TOWN OF SIGNAL MOUNTAIN

ORANGE GROVE CENTER

By: _____
Name: Dr. Paul M. Hendricks
Title: Mayor
Date: _____

By: _____
Name: _____
Title: _____
Date: _____