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STATE OF ALABAMA  
OFFICE OF THE ATTORNEY GENERAL

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Honorable Ray Alexander  
Mayor, City of Moulton  
720 Seminary Street  
Moulton, Alabama 35650

Solid Waste Disposal – Fees – Contracts –  
County Commissions – Municipalities –  
Lawrence County

A municipality may enter into an agreement with a county for the collection and disposal of solid waste, and receive a percentage of the revenue generated, even if the municipality does not participate in the collection or disposal. The funds received must be used for solid waste disposal.

Dear Mayor Alexander:

This opinion of the Attorney General is issued in response to your request on behalf of the City of Moulton.

QUESTION

May a municipality enter into an agreement with a county to collect and dispose of solid waste, and receive a percentage of the revenue generated, if the municipality does not participate in the collection or disposal?

FACTS AND ANALYSIS

Your request states that the City of Moulton would like to enter into an agreement for the Lawrence County Commission to collect and dispose of the city's solid waste in exchange for 12.5 percent of the revenue generated.

The Solid Wastes and Recyclable Materials Management Act is codified in section 22-27-1, *et seq.*, of the Code of Alabama. ALA. CODE §§ 22-27-1 to 22-27-18 (2006 & Supp. 2015). The act governs the establishment of municipal and

county waste programs and the process for the disposal of solid waste. Section 22-27-3(a)(1) provides as follows:

The county commission or municipal governing body may, and is hereby authorized to, make available to the general public collection and disposal facilities for solid wastes in a manner acceptable to the department. ***The county commission or municipal governing body may provide such collection or disposal services by contract with private or other controlling agencies*** and may include house-to-house service or the placement of regularly serviced and controlled bulk refuse receptacles within reasonable (generally less than eight miles) distance from the farthest affected household and the wastes managed in a manner acceptable to the department.

ALA. CODE § 22-27-3(a)(1) (Supp. 2015) (emphasis added).

Section 22-27-5(a) also provides as follows:

The county commission or municipality undertaking the responsibility for providing services to the public under this article may establish fees, charges and rates and may collect and disburse funds within cooperating areas or districts, inside or outside of county boundaries, for the specific purpose of administering this article and providing and operating a solid waste program. Also, ***said county commission or public authority may enter into mutual agreements or contracts with the government bodies of other counties, municipalities, corporations or individuals, where deemed to be mutually economically feasible, to jointly or individually collect, haul and/or dispose of solid wastes generated within the cooperating area.*** All contracts or mutual agreements under this article shall be subject to review by the health officer, and all such contracts and agreements shall be subject to cancellation upon 30 days' notice from said health officer with the concurrence of the department, any time said contracts or agreements fail to be in the best interest of the health, safety and welfare of the citizens residing in the affected area.

ALA. CODE § 22-27-5(a) (2015) (emphasis added).

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The plain language of sections 22-27-3(a)(1) and 22-27-5(a) authorizes governmental entities to enter into mutual agreements to provide, individually or jointly, for the collection of solid waste generated. Accordingly, the city may enter into an agreement that the county is solely responsible for the collection, hauling, and/or disposal of the city's solid waste.

Furthermore, this Office has explained that "counties or municipalities may, but are not required, to disburse or share funds collected pursuant to § 22-27-5(a) with cooperating areas." Opinion to Honorable Joe B. Thompson, Jr., Attorney, City of Brewton, dated April 26, 1995, A.G. No. 95-00192, at 4. Both parties are cautioned, however, that the expenditure of the funds collected are limited by statute. Section 22-27-5(a) additionally restricts their use to "administering this article and providing and operating a solid waste program." ALA. CODE § 22-27-5(a) (2015). Thus, any funds collected by the city or the county from their mutual agreement to collect and dispose of solid waste may not be used for any purpose other than administering and operating a waste program. Opinions to Honorable Hobson Manasco, Jr., Winston County Attorney, dated June 7, 2011, A.G. No. 2011-068 (solid waste funds may not be used for road repair); Honorable Jerry Lacey, Chairman, Fayette County Commission, dated October 6, 1997, A.G. No. 98-00005 (funds may not be used to supplement general fund budget).

### CONCLUSION

A municipality may enter into an agreement with a county for the collection and disposal of solid waste, and receive a percentage of the revenue generated, even if the municipality does not participate in the collection or disposal. The funds received must be used for solid waste disposal.

I hope this opinion answers your question. If this Office can be of further assistance, please contact Wes Shaw of my staff.

Sincerely,

LUTHER STRANGE  
Attorney General  
By:



G. WARD BEESON, III  
Chief, Opinions Section

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