Meriwether County's Joint Solid Waste Management Plan 2008-2018

NOV 19 '08 PM 2:15

Adopted on:

The Collaborative Firm, LLC

Real Estate Development, Strategic Planning & Governmental Services

KECK & WOOD, INC.

Consulting Engineers

TABLE OF CONTENTS

PLANNING PROCESS AND PURPOSE	**3**
PLANNING AREA	**3**
INTRODUCTION	**4**
Population	4
Households	5
Local Economy	5
WASTE DISPOSAL STREAM ANALYSIS	**5**
Inventory of Waste Generators	5
Unique Conditions and/or Seasonal Variations	6
Waste Generating Disasters	6
Disposal Rates	6
Progress Toward Per Capita Disposal Goal	8
WASTE REDUCTION ELEMENT	**8**
Source Reduction Programs	8
Recycling Programs and Facilities	9
Yard Trimmings/Mulching/Composting	9
Special Management Items	9
Contingency Recycling Strategy	9
Assessment of Waste Reduction Programs and Facilities	10
Needs and Goals	10
COLLECTION ELEMENT	**11**
Drop-Off Convenience Centers/Curbside Collection	11
Yard Trimmings and Bulk Item Collection	11
Illegal Dumping/Littering	11
Contingency Collection Strategy	12
Natural Disaster/Emergency Situation	12
Assessment of Collection Programs and Facilities	13
Needs and Goals	13
DISPOSAL ELEMENT	**14**
Inventory and Assessment of Disposal Facilities	14
Contingency Disposal Strategy	14
Natural Disaster/Emergency Situation	15
Assurance of Ten (10) Year Capacity	15
Needs and Goals	16
LAND LIMITATION ELEMENT	**16**
Natural Environmental Limitations	16
Floodplains	16
Wetlands	17
Groundwater Recharge Areas	17

Water Supply Watersheds	18
River Corridors	18
Protected Mountains	19
Fault Areas	19
Seismic Impact Zones	19
Unstable Areas	19
Land Use and Zoning Limitations	19
Sites Listed on the National Register of Historic Places	19
Surface Water Intake	20
Airport Safety	21
Proximity to Adjoining County Boundaries	21
Developed and Built-Up Areas	21
Plan Consistency Process	21
Needs and Goals	22
EDUCATION AND PUBLIC INVOLVEMENT	**23**
Inventory of Existing Programs	23
Needs and Goals	23
GOALS AND STRATEGIES	**24**
Waste Reduction	24
Collection	25
Disposal	26
Land Limitation	27
Education and Public Involvement	27
FINANCING	**28**
IMPLEMENTATION STRATEGY	**28**
Ten Year Work Program	29
APPENDIX	**30**
Transmittal Resolutions	
Maps	
Capacity Assurance Letters	
Amended Host Agreement	
Greenbow, LLC/Turkey Run EPD Permit	
Collection Contracts	

PLANNING PROCESS AND PURPOSE

The Comprehensive Solid Waste Management Act of 1990 requires each local government in Georgia to develop independently, or be included in, a comprehensive solid waste management plan. Meriwether County and the cities of Manchester, Greenville, Warm Springs, Woodbury, Luthersville, Gay, and Lone Oak have joined together to participate in a joint solid waste management plan. The purpose of the plan is to provide local officials with a long-range "blueprint" regarding the provision of solid waste management services. The plan represents Meriwether County's participation in and contribution to Georgia's solid waste management strategy set forth in the Solid Waste Management Act and Georgia's Solid Waste Management Plan.

The Solid Waste Management Act requires that each plan:

- Provide for the assurance of adequate solid waste collection capability and disposal capacity within the planning area for at least ten years from the date of Plan completion.
- Promote a program to reduce the per capita rate of municipal solid waste disposed of statewide in solid waste facilities.
- Identify solid waste handling facilities within the plan's area as to size and type.
- Identify land areas in the planning area unsuitable for solid waste handling facilities based on environmental and land use factors.

The following document serves as an update to Meriwether County's original plan that was prepared and adopted in 1993 and subsequently amended in 2006. In accordance with the Minimum Planning Standards and Procedures for Solid Waste Management, Meriwether County and each participating city conducted a "joint" public hearing on June 26, 2007. A second Public Hearing was conducted on February 26, 2008, prior to submitting the draft plan to the Chattahoochee-Flint Regional Development Center (RDC) and the Georgia Department of Community Affairs (DCA) for review and approval.

PLANNING AREA

The local governments represented in the Meriwether County Joint Solid Waste Management Plan are Meriwether County and the cities of Manchester, Greenville, Warm Springs, Luthersville, Woodbury, Gay, and Lone Oak.

INTRODUCTION

Meriwether County is located in West Central Georgia within the "Golden Triangle" formed by Atlanta, Columbus, and Macon. The County encompasses 505 square miles

and is currently home to over 23,000 residents. With convenient access to Interstate 85, Meriwether County is approximately 35 miles from Atlanta's Hartsfield-Jackson International Airport to the northeast, 40 miles from Columbus to the south, and 60 miles from Macon to the east.

Population

Table 1 presents historic population data for Meriwether County and each city.

TABLE 1
TOTAL POPULATION
1980 - 2005

	1980	1990	2000	2005
Meriwether Co.	21,229	22,411	22,534	23,252
Manchester	4,796	4,104	3,988	3,786
Greenville	1,213	1,167	946	879
Luthersville	597	741	783	830
Warm Springs	425	407	485	500
Lone Oak	119	161	104	100
Woodbury	1,738	1,429	1,84	1,046
Gay	175	133	149	150
GEORGIA	5,462,989	6,478,149	8,186,453	8,868,675

Source: U.S. Bureau of the Census, Georgia Department of Community Affairs, 2007.

According to U.S. Bureau of the Census data, Meriwether County's population increased 3.7 percent between 1990 and 2005. Population projections contained in the Meriwether County Comprehensive Plan indicate that the County's total population will increase from 23,252 to 27,128 residents by the year 2020, representing a 16.7 percent projected increase from the year 2005.

TABLE 2
POPULATION PROJECTIONS
2010- 2030

	2010	2015	2020	2025	2030
Total Population	23,970	25,549	27,128	30,602	34,075

Source: U.S. Bureau of the Census, Meriwether County Comprehensive Plan, 2007.

Households

Households in the County continue to increase at the same rate as the population. As the population has continued to get older, the number of persons per household has continued to decrease.

TABLE 3
HOUSEHOLD TRENDS AND PROJECTIONS
1980 - 2030

1980	1985	1990	1995	2000	2005	2010	2015	2020	2025	2030
6,877	7,257	7,637	7,943	8,248	8,591	8,934	9,276	9,619	9,962	10,305

Source: U.S. Bureau of the Census, 1980-2005. Meriwether County Comprehensive Plan, 2007. Georgia Department of Community Affairs, 2007.

Local Economy

The majority of the county workforce continues to work outside of the county. The lack of available higher wage jobs inside the county tends to drive this trend. Meriwether County has evolved along the same lines as the statewide and national economies as employment has shifted from a manufacturing and production to more of a service-based economy. However, the shift has been slower in Meriwether County because of the continued importance of forestry and agriculture to the local economy. The majority of the county's labor force, employed in construction, manufacturing, government, retail trade, and health-related services, does not work in Meriwether County. Major employers in the area include Goody Products, Georgia Pacific, Mead Southern Wood Products, and Oxford Industries.

WASTE DISPOSAL STREAM ANALYSIS

Inventory of Waste Generators

The primary contributors to the countywide waste stream in Meriwether County are residential, commercial, industrial, and construction and demolition (C&D) materials. Based upon a review of available information and discussions with local officials, it is estimated that residential (household) waste comprises the largest percentage (55 percent) of the countywide waste stream, followed by commercial (30 percent), industrial (10 percent), and miscellaneous (5 percent). According to disposal data obtained from Dependable Waste, Inc., the county's contractual collection and disposal vendor, and the Lamar County Regional Landfill, a total of 16,116 tons of solid waste was generated within Meriwether County during calendar year 2006. Dependable Waste, Inc. provides collection and disposal services to Meriwether County and the cities of Manchester, Warm Springs, Woodbury, Luthersville, Greenville, and Lone Oak on a contractual basis. Pike Countryside Sanitation, Inc. provides service to the City of Gay. No detailed data is available regarding specific components of the countywide waste stream. As a result, regional averages have been utilized in estimating and projecting waste stream composition.

Unique Conditions and/or Seasonal Variations

Meriwether County and its municipalities do not typically experience any significant seasonal changes in population levels. There are some seasonal events such as

festivals and special events that may have some very short-term impact on solid waste volumes and collection schedules. These events are not consequential to the overall solid waste operation and do not warrant further analysis.

Waste Generating Disasters

Meriwether County and its municipalities cannot reasonably project the additional amount of waste that might be generated by unknown and unanticipated disasters. Obviously, based on the impact of past disaster events, it can be anticipated that there will be additional waste that would require management. Close coordination would be required with state/federal solid waste regulators and state/federal/local emergency management agencies. Other elements of this document outline local contingency plans to address additional waste resulting from disasters.

Disposal Rates

Data obtained from Dependable Waste, Inc., Taylor County Landfill, and Lamar County Regional Landfill was used as the basis for disposal rate calculations. A per capita disposal rate can be calculated by dividing the total annual tonnage for the year 2006 (16,116) by Meriwether County's estimated total population (23,395). Meriwether County's per capita waste generation rate in 2006 was 3.78 pounds per person per day, well below the state average of 6.38 pounds per person per day. Since there is no local data available regarding the composition of the countywide waste stream, regional (Chattahoochee-Flint Regional Development Center) averages from the R. W. Beck Waste Characterization Study completed in 2005 and complied/published at the direction of the Georgia Department of Community Affairs has been utilized. Table 4 presents waste amount and composition projections through the year 2018. These projections represent the amount and composition of solid waste that would likely be generated within Meriwether County in the absence of any waste reduction efforts. The waste amounts shown in Table 4 were calculated by applying the per capita generation rate of 0.69 tons per year to population projections contained in the Meriwether County Comprehensive Plan.

TABLE 4
ESTIMATED AND PROJECTED WASTE AMOUNTS AND COMPOSITION
MERIWETHER COUNTY
2006 – 2018
(TONS PER YEAR)

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Paper (40%)	6,447	6,495	6,534	6,574	6,614	6,701	6,788	6,875	6,962	7,050	7,137	7,224	7,314
Plastic (16%)	2,579	2,598	2,613	2,630	2,645	2,680	2,715	2,750	2,785	2,820	2,855	2,889	2,925
Glass (4.3%)	693	698	702	707	711	720	730	740	748	758	767	776	786
Metal (7.4%)	1,192	1,201	1,209	1,216	1,223	1,239	1,255	1,272	1,288	1,304	1,320	1,336	1,353
Organic (25.2%)	4,061	4,092	4,116	4,142	4,167	4,222	4,276	4,331	4,386	4,441	4,496	4,551	4,608
C&D (4.2%)	676	682	686	690	695	703	713	722	731	740	749	758	768
Inorganic (2.9%)	466	471	474	476	479	486	492	498	505	511	517	524	530
TOTALS	16,116	16,238	16,336	16,435	16,535	16,753	16,970	17,188	17,405	17,625	17,843	18,060	18,285

Source: R.W. Beck Waste Characterization Study, 2005 (Regional Averages).
Meriwether County Comprehensive Plan, 2007 (Draft).

Assuming that Meriwether County's waste composition is similar to regional averages, the county and each city should target reductions in paper, organic, and plastic waste types. Using 16,116 tons per year as a base waste amount, Table 5 illustrates the projected amounts of solid waste that would likely be disposed with a 25 percent per capita reduction. As Table 5 indicates, the countywide per capita disposal rate is projected to decrease from 0.69 tons in 2006 to 0.51 tons by 2015, a 25 percent per capita decrease.

TABLE 5
PROJECTED WASTE AMOUNTS WITH REDUCTION GOAL
MERIWETHER COUNTY
2006 – 2018

YEAR	POPULATION	PER CAPITA RATE (TONS/YR)	TOTAL TONS/YEAR	TONS/DAY
2006	23,395	0.69	16,116	44
2007	23,538	0.67	15,770	43
2008	23,681	0.65	15,393	42
2009	23,824	0.63	15,009	41
2010	23,970	0.60	14,382	39
2011	24,285	0.58	14,085	38
2012	24,600	0.56	13,776	38
2013	24,915	0.54	13,454	37
2014	25,230	0.52	13,120	36
2015	25,549	0.51	13,030	36
2016	25,864	0.51	13,191	36
2017	26,179	0.51	13,351	36
2018	26,500	0.51	13,515	37

Source: Meriwether County Comprehensive Plan, 2007 (Draft). Keck & Wood, Inc., 2007.

Progress Toward Per Capita Reduction Goal

Based upon year 2006 tonnage reports, Meriwether County and its cities have made significant progress in reducing solid waste amounts. According to Meriwether County's 1993 Solid Waste Management Plan, the countywide waste generation rate in that year was estimated to be 6.57 pounds per person per day. Based upon 2006 data, that rate has decreased to 3.78 pounds per person per day, a 43 percent reduction. This decrease can be attributed to the changes in solid waste management collection practices that each local government has implemented since the preparation of the 1993 plan. Changing from a "greenbox" collection system to curbside collection typically results in more efficient collection practices and elimination of out-of-county waste disposal at un-staffed greenbox locations. The County also operated a landfill in 1993 that likely accepted waste from outside Meriwether County. Increased recycling efforts and diversion of yard waste from disposal by Meriwether County and its cities have also contributed to the reduction since 1993.

WASTE REDUCTION ELEMENT

Source Reduction Programs

Meriwether County and its municipalities do not provide any organized source reduction programs. It is likely that some commercial/industrial/institutional

operations within the county have some type of source reduction programs in place. However, documentation is not readily available to confirm the presence and scope of such activities.

Recycling Programs and Facilities

Recycling activities within Meriwether County and its cities are currently limited to facilities maintained at the Meriwether County Transfer Station (inert landfill and drop-off recycling bins) and drop-off sites maintained by the cities of Luthersville, and Manchester. The transfer station, located on Ogletree Road, is owned by Meriwether County and operated by Dependable Waste, Inc., a private solid waste collection and disposal company. The facility is open six (6) days a week and accepts aluminum cans, Christmas Trees, corrugated cardboard, magazines, newspaper, office paper, phone books, scrap metal, tires, and white goods. Other drop-off facilities for recyclables are provided throughout the county by organizations such as Goodwill, Salvation Army, and fire stations. Dependable Waste, Inc. provides monthly curbside pick-up service for large items such as appliances. Several of the cities maintain drop-off locations for recyclables. No records are maintained regarding the amount of recyclable material that is collected.

Yard Trimmings/Mulching/Composting

Curbside yard waste collection programs (weekly) are currently limited to those operated by the cities of Warm Springs, Manchester, and Woodbury. In addition, the Meriwether County Transfer Station accepts yard waste for processing. No records regarding the amount of yard waste collected and eventually diverted from disposal are maintained. There are numerous individual household composting activities undertaken by residents within the county but these are not typically reported and/or registered/permitted. As a result, no documentation regarding yard waste volume is available. Dependable Waste, Inc. recently began offering curbside yard waste collection services to local governments within Meriwether County.

Special Management Items

Neither Meriwether County nor its municipalities provide a formal program for special management items. The Meriwether County Transfer Station does maintain a referral list of qualified firms that handle special management items.

Contingency Recycling Strategy

Should the current methods for providing recycling and waste reduction operations be interrupted or become unavailable, local governments within Meriwether County have operational options. There are several private solid waste providers located in proximity to Meriwether County that are capable of assuming the collection and transfer of recyclables. These services would likely be provided at temporary

collection locations and be available to the general public. In addition, there are a number of public and private recycling facilities within a short to moderate distance of Meriwether County that could temporarily accept recyclables. The County can invoke emergency procurement authorization to negotiate with vendors to provide interim collection and transport services. Under these same emergency procurement provisions, the county could also choose to negotiate directly with firms representing specific commodity markets to provide a collection, transfer and marketing option on a temporary basis. It is anticipated that one or more of these service options could be procured and authorized within a week with services beginning within that same time period subject to mobilization requirements.

Assessment of Waste Reduction Programs and Facilities

Although improvements will likely be needed in future years, existing waste reduction programs within Meriwether County are generally considered adequate. The Meriwether County Transfer Station maintains facilities for the collection of recyclable materials and yard trimmings. The facility is, however, is not easily accessible for many potential users due to its location. Implementing curbside services for recyclables and yard waste on a countywide basis should be a priority.

Needs and Goals

In order to achieve a 25 percent per capita reduction goal, each local government in Meriwether County will need to:

- Ensure accurate record keeping regarding the amount and composition of solid waste generated.
- Consider implementing curbside recycling and curbside yard waste collection.
- Target paper, plastic, and yard waste to further reduce per capita solid waste rates.
- Encourage and support community-based recycling, reuse, and other waste reduction programs.
- Implement education and public involvement programs.

COLLECTION ELEMENT

Dependable Waste, Inc. provides once a week residential and commercial collection services through contracts with Meriwether County, Manchester, Warm Springs, Luthersville, Greenville, and Lone Oak. Another private vendor (Pike Countryside Sanitation) provides once a week service to the City of Gay.

Drop-Off Convenience Centers/Curbside Collection

One solid waste collection transfer station is located in Meriwether County. The Meriwether County Transfer Station, located at 3579 Ogletree Road in Greenville, is owned by Meriwether County and operated by Dependable Waste, Inc., a private solid waste collection and disposal company. The staffed facility is open six days a week. Dependable Waste, Inc. provides curbside collection services to all local governments within Meriwether County except for the City of Gay. Users choosing to drop-off solid waste at the transfer station are assessed a user fee of $31.00 per ton. Solid waste collected at the Meriwether County Transfer Station is transported to the Southern States Landfill in Taylor County for disposal. Solid waste collected within the City of Gay by a private company (Pike Countryside Sanitation) is transported to the Lamar County Regional Landfill in Barnesville, Georgia. Copies of executed contracts between each local government and Dependable Waste, Inc. are included in the Appendix.

Yard Trimmings and Bulk Item Collection

An inert landfill is in operation at the Meriwether County Transfer Station that accepts yard waste. Historically, only a few of the County's cities (Warm Springs, Manchester, and Woodbury) has provided curbside collection of yard waste. One of the county's primary collection and disposal vendors plans to begin offering curbside yard waste collection service to customers by the end of 2007. According to local officials, the City of Manchester will be the first city in the County to provide weekly curbside collection of yard waste through a contractual arrangement with Dependable Waste, Inc. Dependable Waste, Inc. provides monthly curbside collection services throughout Meriwether County for large, bulky items such as appliances.

Illegal Dumping/Littering

Prior to the development of the Meriwether County Transfer Station, the county utilized a "greenbox" collection system. While this approach was a generally acceptable practice in rural areas, it often resulted in multiple problems including illegal dumping and littering. These unstaffed and often isolated greenbox locations invited indiscriminate dumping and therefore often overfilled containers. As a result, users dumped waste on the ground around the full greenboxes or along the routes to and from the site. The sites became havens for abandoned and dead animals along with scavenging. Their condition became a strong impediment not to use the system rather than an inducement to do so. Ranking high among the results was increased dumping and littering in the County.

In the intervening years the County has significantly improved its collection system by streamlining the system to a more efficient, cost effective operation of the transfer station which is fenced, staffed during operating hours, lighted, available to permit holders only, serviced for hauling/disposal on a regular schedule, and policed. The provision of curbside collection services by private waste haulers has also greatly decreased illegal dumping and littering throughout Meriwether County. Meriwether

County and each city have adopted ordinances regulating littering and illegal dumping. Meriwether County's ordinances are enforced by a full-time environmental codes enforcement officer.

Contingency Collection Strategy

Should the current methods for collecting solid waste in Meriwether County be interrupted or become unavailable, the county has a two-tiered interim alternative collection strategy. There are a number of private solid waste collection providers in the area that are capable of assuming solid waste collection duties. The first alternative collection strategy would be to retain one of these firms to provide the service on an interim basis. The County would invoke emergency procurement authorization to facilitate the commencement of immediate negotiations with available firms to provide collection services on a temporary basis. It is anticipated that these services could be procured and authorized within a week with collection services beginning within that same time period subject to mobilization requirements. The private firm would be responsible for locating and securing access for disposal to an approved landfill facility. Meriwether County also has the option to contract with another public entity in the form of an intergovernmental agreement to provide collection services at the transfer station on an interim basis.

Natural Disaster/Emergency Situation

The Meriwether County Emergency Management Agency (MCEMA) is the agency responsible for the development and implementation of Emergency Management for the County and its cities. MCEMA has an approved Emergency Operation Plan. The plan establishes a framework for emergency planning and responses to: prevent emergency situations; reduce vulnerability during disasters; establish capabilities to protect residents from the effects of crisis; respond effectively and efficiently to actual emergencies; and provide for rapid recovery from any emergency or disaster that affects the local jurisdiction. In the event of a disaster rising to the level of a Presidential Disaster Declaration the resources of the Federal Emergency Management Agency (FEMA) and the Georgia Emergency Management Agency (GEMA) would be available to the County to assist with the collection and disposal of waste under a program coordinated with the county by MCEMA.

For a disaster or emergency of lesser scope, the County would invoke its local emergency response plan for its internal use wherein on-call personnel would be mobilized to operate removal and collection equipment. Private contractors would also be retained under emergency procurement authorization as necessary. The top priority would be to clear emergency facilities and roadways.

Following this priority activity, the county would use a private contractor(s) to collect and dispose of vegetative debris such as branches, limbs, trees, leaves, etc. and residential waste. Dependent upon the volume a temporary chipping/grinding operation might be initiated for the vegetative debris. In extreme circumstances the

Georgia Environmental Protection Division (GA EPD) might be contacted to request permission for incineration using on-site air-curtain incinerators. The private collector would be responsible to find and utilize permitted or otherwise authorized disposal sites for MSW and/or debris.

Assessment of Collection Programs and Facilities

In general, existing collection programs and facilities within the county are considered adequate and, with enhancements, should serve the county and each city well in future years. Once a week curbside collection services provided by private vendors combined with services provided at the Meriwether County Transfer Station represent a far superior collection system to the greenbox system that was previously used. It is more streamlined, cost-effective, consumer friendly, safe, in the interest of the public health safety/welfare, and less damaging to the environment than the previous system. It has also significantly reduced out-of-County waste disposal. Curbside collection services provided by private waste haulers are widely used throughout the county.

Needs and Goals

It is the overall goal of Meriwether County and each city to "ensure the efficient and effective collection of solid waste and recyclable materials". To achieve this goal, Meriwether County and each city will:

- Continue existing privatized solid waste collection practices and make modifications as necessary to support local waste reduction and recycling efforts.
- Work closely with private haulers to ensure that they maintain accurate records on the amount of solid waste and recyclable material collected within each local government.
- Maintain and monitor the Meriwether County Transfer Station facility to ensure that it operates at a high level of service and furthers local waste reduction and recycling efforts.
- Monitor the provision of privatized collection services to ensure their adequacy in meeting local demand.
- Enforce local illegal dumping and littering ordinances.

DISPOSAL ELEMENT

Inventory and Assessment of Disposal Facilities

There are no municipal solid waste (MSW) landfills located in Meriwether County. Solid waste collected by Dependable Waste, Inc., the county's primary waste hauler, is transported to the Meriwether County Transfer Station. From there, it is transported to the Southern States Landfill in Taylor County, Georgia, for disposal. The county-owned Meriwether County Transfer Station, operated by Dependable Waste, Inc., is located on Ogletree Road southwest of Greenville, Georgia. Dependable Waste, Inc. provides disposal services for all local governments in Meriwether County except for the Town of Gay, which is served by Pike Countryside Sanitation. Pike Countryside Sanitation transports solid waste collected in Gay to the Lamar County-Cedar Grove Regional Landfill in Barnesville, Georgia. According to 2006 data obtained from the Georgia Environmental Protection Division (EPD), the Taylor County facility (permit number 133-003D) has 28 years of disposal capacity available. The Lamar County-Cedar Grove facility (permit number 085-007D) has eight (8) years of remaining capacity.

A private regional municipal solid waste landfill (Greenbow, LLC/Turkey Run) has been permitted by the Georgia Environmental Protection Division (EPD) for construction in northwestern Meriwether County. Turkey Run will provide long-term disposal capacity for local governments within Meriwether County and will provide a solid waste disposal option alternative to transporting solid waste out-of-county for disposal. The Turkey Run facility is expected to be operational by 2010. Meriwether County and Greenbow, LLC executed an amended Host Agreement in May of 2007. The permitted facility will accept municipal solid waste, industrial waste, construction and demolition waste, and other non-hazardous waste as approved by the Georgia EPD. According to the Host Agreement, no out-of-state waste will be accepted for disposal. The facility includes the provision of a recycling convenience center and facilities for the processing and disposal of residential yard waste generated by Meriwether County residents. A copy of the amended Host Agreement and a copy of the EPD permit are included in the Appendix of this report.

According to EPD data, there are five permitted inert landfill facilities located within Meriwether County. These are:

-Meriwether County-Manchester Inert Landfill
-Jamie W. Reames-Dunlop Road Inert Landfill
-Vance Smith Construction Company Inert Landfill
-Elijah Reeves Inert Landfill
-McCoy Grading Inert Landfill

Contingency Disposal Strategy

There are several landfills in proximity to Meriwether County that are available to accept waste generated from Meriwether County in the event that existing practices are

interrupted or made unavailable. If necessary, the County would invoke emergency procurement authorization with these permitted facilities. It is anticipated that interim disposal services could be procured and authorized within a two week period. Local governments also have the option of contracting with another public entity in the form of an intergovernmental agreement to provide disposal services on an interim basis.

Natural Disaster/Emergency Situation

The Meriwether County Emergency Management Agency (MCEMA) is the agency responsible for the development and implementation of emergency management operations throughout Meriwether County. MCEMA has an approved Emergency Operation Plan that establishes a framework for emergency planning and responses to: prevent emergency situations; reduce vulnerability during disasters; establish capabilities to protect residents from the effects of crisis; respond effectively and efficiently to actual emergencies; and provide for rapid recovery from any emergency or disaster that affects the local jurisdiction. In the event of a disaster rising to the level of a Presidential Disaster Declaration, the resources of the Federal Emergency Management Agency (FEMA) and the Georgia Emergency Management Agency (GEMA) would be available to Meriwether County to assist with the collection and disposal of waste under a program coordinated with the County by MCEMA.

For a disaster or emergency of lesser scope, the County would invoke its local emergency response plan for its internal use wherein on-call personnel would be mobilized to operate removal and disposal equipment. Private contractors would also be retained under emergency procurement authorization as necessary. The top priority would be to clear and dispose of waste from emergency facilities and roadways.

Following this priority activity the County would use a private contractor(s) to dispose of vegetative debris such as branches, limbs, trees, leaves, etc. and residential waste. Dependent upon the volume a temporary chipping/grinding operation might be initiated for the vegetative debris. In extreme circumstances the Georgia Environmental Protection Division (GA EPD) might be contacted to request permission for incineration using on-site air-curtain incinerators. The private collector would be responsible to find and utilize permitted or otherwise authorized disposal sites for MSW and/or debris.

In an extreme case, the County would use existing County vehicles/labor and set up temporary staging area and/or drop-off locations to receive debris and MSW to subsequently dispose of solid waste.

Assurance of Ten (10) Year Capacity

Meriwether County and the cities of Manchester, Greenville, Warm Springs, Woodbury, Luthersville, and Lone Oak have obtained disposal capacity assurance letters from Southern States Environmental Services for the continued use of the Taylor County Landfill. The City of Lone Oak is provided disposal service through Meriwether County's agreement with Dependable Waste, Inc. and has disposal capacity assurance through Meriwether County. According to Georgia EPD data (2006), the Taylor County Landfill

has 28 years of remaining capacity. The City of Gay is provided disposal services by Pike Countryside Sanitation and the Lamar County Regional Landfill in Barnesville, Georgia. According to 2006 data obtained from the Georgia Environmental Protection Division (EPD), the Lamar County-Cedar Grove facility (permit number 085-007D) has eight (8) years of remaining capacity. As a result, Gay will need to find another disposal facility. Taylor County Landfill officials have provided a disposal capacity assurance letter for Gay in the event they choose to use that facility. Disposal capacity assurance letters and a copy of the Host Agreement between Greenbow LLC and Meriwether County are included in the Appendix. Once operational, the recently permitted Turkey Run facility will provide more than 10 years of disposal capacity for Meriwether County local governments.

Needs and Goals

Over the course of the 10-year planning period, Meriwether County and each city will need to:

- Ensure that solid waste handling facilities located within Meriwether County and its municipalities will not adversely affect the environment or public health and safety;
- Ensure the solid waste handling operations are fiscally responsible, efficient and responsive; and
- Ensure that there is adequate capacity to meet the disposal needs of Meriwether County and its municipalities throughout the 10-year planning period.
- Secure disposal capacity from another disposal facility (Gay).

LAND LIMITATION ELEMENT

Natural Environmental Limitations

The purpose of this element is to provide an inventory and assessment of areas within Meriwether County that are considered unsuitable for solid waste recycling, recovery, composting, or disposal facilities because of natural environmental limitations or land use criteria. Environmental limitations include such items as water supply watersheds, groundwater recharge areas, wetlands, river corridors, and protected mountains. Land use criteria refer to heavily developed areas, zoning, historic resources, and airports. Maps referenced from this section identify areas which have a land use or natural environmental limitation. Solid waste handling facilities should be located in areas which are not restricted by existing and planned land uses and are environmentally conducive to facilities.

Floodplains

Georgia Department of Natural Resources (GA DNR) Rule 391-3-4.05(1) (d) stipulates that any solid waste landfill located in the 100-year floodplain shall not restrict the flow of the 100-year flood, reduce the temporary water storage capacity of the floodplain, or result in a washout of solid waste so as to pose a threat to human health or the environment. The 100 year floodplain is defined as the land area with a 1 percent chance of being flooded every year. The 100 year flood plain is used for planning purposes to assist in identifying land that is not suitable for development. The combined flood plain area in Meriwether County is 43,700 acres.

Meriwether County and the City of Manchester currently participate in the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program. Meriwether County adopted the mandated Minimum Flood Protection Ordinance in 1986, and incorporated the ordinance as the Flood Hazard District of the County's Zoning Ordinance in 1988. Subsequently, FEMA conducted a Flood Insurance Study in 1990.

The City of Manchester adopted the minimum Flood Protection Ordinance in 1986. FEMA completed the City's Flood insurance Study in 1993. Other jurisdictions in Meriwether County have been determined to be without significant flooding problems and therefore, not eligible for the National Flood Insurance Program.

Wetlands

GA DNR Rule 391-3-16-.03(3)(e) establishes that solid waste landfills may institute an unacceptable use of wetland. Wetlands are a fundamental part of the natural water system and classified by three parameters: hydrologic conditions, hydric soils, and hydrophytic vegetation. According to the U.S. Fish and Wildlife Service's National Wetlands Inventory (NWI), numerous scattered small areas of wetlands exist near the northern two-thirds of Meriwether County. Typically, these wetlands occur primarily adjacent to streams and rivers in the Georgia Piedmont. Meriwether County has adopted a Wetlands Protection Ordinance under the requirements of Georgia's Environmental Planning Criteria. The Ordinance ensures proper coordination between each jurisdiction and the Corps of Engineers.

Groundwater Recharge Areas

GA DNR Rule 391-3-16-.02(3)(a) requires that in significant groundwater recharge areas, GA DNR shall not issue permits for new solid waste landfills not having synthetic liners and leachate collection systems. GA DNR Rule 391-3-4-.05(1)(j) requires that new solid waste landfills or expansions of existing landfills located within two miles of a significant groundwater recharge area have liners and leachate collection systems, with the exception of facilities accepting waste generated from outside the County in which the facility is located. In that case, the facility must be totally outside of any area designated as a significant groundwater recharge area. The presence of aquifer

recharge areas is an important component of Meriwether County. Aquifer recharge areas contain soils with properties that support the recharging of groundwater. Local groundwater resources are the primary source of domestic water supply for residents throughout unincorporated Meriwether County, as well as in the municipalities of Gay, Lone Oak, Luthersville, and Warm Springs. The majority of Luthersville and a significant portion of eastern Meriwether County are designated as significant groundwater areas. Two recharge areas can be found near Odessdale community and White Sulfur Springs community. Another recharge area is mapped east of Harris City community, and another near Woodbury. Meriwether County has adopted a Groundwater Recharge Area Protection Ordinance consistent with the Environmental Planning Criteria.

Water Supply Watersheds

GA DNR Rule 391-3-16-.10(7)cl requires that at any location within a small water supply watershed, new solid waste landfills must have synthetic liners and leachate collection systems; hazardous waste treatment or disposal facilities are prohibited; and new hazardous materials facilities are required to install impermeable surface with spill pad and leak collection systems.

The Upper Flint River Watershed encompasses a large segment of Meriwether County. The Flint River Basin consists of fifteen (15) streams which flow through Meriwether County. A water assessment was conducted by the United States Environmental Protection Agency in 2002 to analyze the water quality of each river within the State of Georgia. The assessment identified the water status of all Meriwether County rivers and streams as "Good." This means the water quality is in good condition and fully supports all of the uses of the river or stream

River Corridors

GA DNR Rules prohibit the development of new solid waste landfills within protected river corridors. The Flint River forms the eastern boundary of Meriwether County and has been designated as a protected river by the Georgia Department of Natural Resources. By definition, a protected river is any river or watercourse with an average annual flow of at least 400 cubic feet per second. The protected river corridor includes all land within 100 feet from each riverbank and any islands or similar land areas within the river course. Land use along the Flint River in Meriwether County continues to be primarily agricultural or undeveloped natural landscape. Some residential development is occurring in the southern part of the county near the river, as well as in neighboring Pike County. There is very little designated as public land or for public access to the Flint River in Meriwether County. The Flint River corridor does not border land within any municipality of Meriwether County.

Protected Mountains

GA DNR Rule 391-3-16.05(4)(1) prohibits the development of new solid waste landfills in areas designated as protected mountains. There are no protected mountains in Meriwether County.

Fault Areas

GA DNR Rule 391-3-4-.05(1)(f) requires that new landfill units and lateral expansions of existing landfills shall not be located within 200 feet of a fault that has had displacement in the Holocene Epoch unless the owner or operator demonstrates to EPD that an alternative setback distance of less than 200 feet will prevent damage to the structural integrity of the landfill unit and will be protective of human health and the environment.

Seismic Impact Zones

GA DNR Rule 391-3-4-.05(1)(g) prohibits that development of new landfill units and lateral expansions in seismic impact zones unless the owner or operator demonstrates to EPD that all containment structures, including liners, leachate collection systems, and surface water control systems are designed to resist the maximum horizontal acceleration in lithified earth material for the site.

Unstable Areas

GA DNR Rule 391-3-4-.05(1)(h) requires owners or operators of new landfill units, existing landfill units, and lateral expansions located in unstable areas to demonstrate that engineering measures have been incorporated in the landfill unit's design to ensure that the integrity of the structural components of the landfill unit will not be disrupted.

Land Use and Zoning Limitations

Meriwether County and each city have land use plans and zoning ordinances that regulate the location of solid waste handling facilities. Each local government should conduct a review of existing zoning and other development regulations to ensure that they are up-to-date. The Meriwether County Comprehensive Plan provides an excellent discussion of the County's natural and historic resources. It is recommended that the Comprehensive Plan be consulted in conjunction with the maps contained in this plan should the location of solid waste handling facilities be considered in future years.

Sites Listed on the National Register of Historic Places

No solid waste facility should be located in or adjoining as to negatively impact a district or site on the National Register. The National Historic Register lists twenty-three (23) sites in Meriwether County. They include two local historic district and several private homes, farms, plantations and community facilities.

- Bulloch Family House

- Bulloch Benjamin F. House
- Carmel Rural Historic District
- Champinole
- Clarkland Farms
- Greenville Historic District
- Greenville Presbyterian Church and Cemetery
- Harman-Watson-Matthews House
- Hill Burwe O. House
- Hill, Hiram Warner House
- Jones-Florence Plantation
- Lone Oak Academy
- Manchester Community Building
- Mark Hall
- Meriwether County Courthouse
- Meriwether County Jail
- Oakland
- Phillips, Williams Log Cabin
- Red Oak Creek Covered Bridge
- Render Family Homestead
- Twin Oak
- Warm Springs Historic District

Surface Water Intake

According to GA DNA Rule 391-3-19-.01, solid waste landfills must have engineer modifications such as liners, leachate collection systems, and groundwater monitoring systems if they are located within two (2) miles of a surface water intake for a public source, unless such a site is the only feasible location. Other alternatives should be considered. Meriwether County had a good, yet uneven, supply of surface and groundwater resources. The Flint and Chattahoochee Rivers provide adequate water supply for the County. A ridge extending from north to south through the County separates the watersheds, with approximately 65% of the land area draining eastward to the Flint River and 35% draining westward to the Chattahoochee. The hydrology of the County and adjacent land areas provides an ample water supply to the southern portion of the County, specifically to the City of Manchester which maintains a reservoir in Talbot County. The northern portion of Meriwether County relies on limited groundwater supply for municipal and individual water needs.

The cities of Manchester and Woodbury currently obtain their public water from surface water reservoirs. Of these, the reservoir of Woodbury known as Lake Meriwether is located entirely within Meriwether County. The City of Woodbury draws its public water supply from Lake Meriwether, a Soil Conservation Service impoundment on Pound Creek. The Lake Meriwether water supply watershed is small, totaling less than ten square miles in area and is located entirely within Meriwether County, outside the city limits of Woodbury.

Airport Safety

GA DNR Rule 391-3-4-.05(1)(c) requires that new solid waste landfill units or lateral expansions of existing units shall not be within 5,000 feet of any runway planned or used for piston-type aircraft or within 10,000 feet of any runway planned or used for turbo-jet or piston-type aircraft.

Proximity to Adjoining County Boundaries

The Georgia Comprehensive Solid Waste Management Act prohibits the siting of a municipal solid waste landfill within one-half mile of another County's borders without the approval of the jurisdiction's governing authority. Meriwether County borders seven Georgia counties (Troup, Harris, Talbot, Upson, Pike, Spalding, and Coweta).

Developed and Built-Up Areas

Developed and built-up areas within Meriwether County are largely confined to the cities of Manchester, Warm Springs, Woodbury, Luthersville, Lone Oak, and Gay.

Plan Consistency Process

The requirements that a developer of a new solid waste management facility must fulfill in order to demonstrate that the facility is consistent with the Meriwether County Joint Solid Waste Management Plan are outlined below. It is the responsibility of the facility owner to prove consistency. No proposed facility of facility expansion will be sited without a letter from the Governing Authority of the local government in which the proposed facility is to be located stating that the facility is consistent with the Solid Waste Management Plan. To determine if a proposed facility or facility expansion is consistent with the Solid Waste Management Plan, an owner/operator of the facility shall:

A. At least 60 days prior to the filing for a solid waste handling permit, or notifying EPD in the case of a solid waste handling facility that is permitted by rule, submit to the local governing authority a written statement documenting the following:

1. How the proposed facility or facility expansion will meet the specific goals and/or needs identified in the Solid Waste Management Plan, specifically what will be:

(a) the impact upon the collection capability within the planning area;
(b) the impact upon disposal capacity identified within in the planning area: and
(c) the impact to the waste reduction and recycling efforts within the planning area.

2. How the proposed facility or facility expansion and its operation will impact the community, specifically what will be:

(a) the impact to vehicle traffic and public safety around the proposed facility and throughout the planning area;
(b) the impact to the financial viability of the existing solid waste management system within the planning area;
(c) the impact to individual and business solid waste management rates;
(d) the impact of the proposed facility or facility expansion to other natural or cultural resources within the planning area: and
(e) the impact of the proposed facility or facility expansion to the current solid waste management infrastructure within the planning area, both public and private.

3. How the owner/operator of the proposed facility (and any subsequent owner/operators if sold) will satisfy any financial assurance provisions of the SWMP and any local ordinances.

4. That the proper public notification process was followed.

5. That the proposed facility or facility expansion is sited in an area deemed suitable according to the criteria listed in the Solid Waste Management Plan; and

6. That the proposed facility or facility expansion is sited in a location that is consistent with local zoning ordinances.

B. The Governing Authority shall review the "Written Statement of Consistency" and shall determine if the proposed facility or facility expansion is consistent with the Solid Waste Management Plan. Within 30 days of making their determination, the Governing Authority shall notify the developer whether or not the proposed facility or facility expansion is consistent with the Solid Waste Management Plan. If the proposed facility is not consistent with the Solid Waste Management Plan, the developer may address the inconsistencies and resubmit their request for another review.

Needs and Goals

The goal is to ensure that proposed solid waste facilities are consistent with applicable zoning ordinances or related land use regulations, meet federal, state and local environmental requirements, and consistent with the land use plans of the County and each city. In order to meet this goal, Meriwether County and each city will need to:

- Review their zoning ordinances (or other appropriate land use regulations) to ensure there is sufficient specifications regarding the type of solid waste

facilities permitted in various zoning districts and the scope of any conditions.

- Consult the Land Use Element of the Meriwether County Comprehensive Plan when reviewing potential solid waste handling facilities.

EDUCATION AND PUBLIC INVOLVEMENT ELEMENT

Inventory of Existing Programs

There are no formal education and public involvement programs currently in place within Meriwether County. It is likely that local schools are involved in environmental education efforts that would include waste reduction and recycling. Educational brochures are made available at governmental facilities throughout the County.

Needs and Goals

The goal is to assist Meriwether County residents and businesses in becoming more aware of the need to support and participate in local waste reduction and recycling efforts. In order to achieve this goal, Meriwether County and each city will need to:

- Evaluate participating in a multi-jurisdictional or regional program of education/public involvement that would combine resources and limit costs.

- Consider developing a business or civic organization sponsored reward and recognition program for the community to encourage waste reduction as the focal point of an education/public involvement program;

- Consider using the many resources offered (often free or at a minimal cost) by agencies/organizations such as the Georgia Department of Community Affairs, the Georgia Department of Natural Resources, Keep Georgia Beautiful, United States EPA, private solid waste providers and university/colleges to establish an education/public involvement program. Utilize brochures, flyers, video and audio materials from these and other agencies/organizations to form a local information library;

- Consider taking advantage of the Keep Georgia Beautiful technical assistance and public information assistance to local governments;

- Consider as an initial step to developing an education/public involvement program participating in one or more Keep Georgia Beautiful programs and activities related to solid waste;

- Consider requesting the support of private solid waste collection/disposal vendors in establishing an education/public involvement program within the county;

- Consider as an initial focus of a local education public involvement program making residents aware that littering streets, roads and highways carries a high cost to clean-up, the negative impact of visual blight and the potential danger of adversely affecting natural resources;

- Consider as an alternative initial focus emphasizing recycling/reuse activities which are directed at paper products and yard trimmings; and

- Consider expanding opportunities for community involvement by including local civic organizations, schools, church groups and volunteers in program development and implementation.

Obviously, not all these activities can be implemented immediately. However, they provide a range of activities (not all inclusive by any means) that can be prioritized and initiated over time to develop a robust education/public involvement program and to serve as a springboard for additional alternative education/public involvement opportunities.

GOALS AND STRATEGIES

The following goal statements represent the future direction for Meriwether County and the cities of Manchester, Greenville, Warm Springs, Woodbury, Luthersville, Lone Oak, and Gay regarding the management of solid waste generated within their jurisdictions. A series of strategy statements is identified under each stated goal that addresses more specific issues and suggests recommended courses of action.

Waste Reduction Element

GOAL I: *To achieve a 25 percent per capita reduction of waste being received at disposal facilities by promotion of source reduction, reuse, composting, recycling and other applicable waste reduction programs.*

Strategies:

- Encourage the use and expansion of existing recycling programs within Meriwether County.

- Initiate efforts to better publicize recycling opportunities.

- Work with private vendors in implementing curbside recycling and curbside yard waste collection.

- Develop and maintain a working relationship with local businesses/industries to encourage their participation in countywide waste reduction and recycling efforts.

- Encourage and promote composting as a means of waste reduction. Encourage individual "backyard" household composting of organic waste such as leaves, yard trimmings and garden reuse. Various public agencies such as DCA, EPD and the UGA Extension Service and private consultants provide information on this practice.

- Identify and use incentives to encourage participation in recycling and waste reduction.

- Encourage and support community-based recycling and waste reduction programs in schools, churches, businesses and civic clubs.

- Participate in appropriate solid waste related workshops and seminars to educate public officials on developing technologies, methodologies and successful implementation regarding solid waste planning/management.

GOAL II: *To more accurately determine and record the amount and composition of solid waste generated and recycled/reused within the County and its municipalities in order to have a sound information base upon which to plan and implement solid waste management and more accurately measure waste reduction.*

Strategies:

- Work closely with private haulers to monitor waste amounts generated within Meriwether County and each city and maintain accurate records of generated waste.

- Develop and implement a comprehensive data collection reporting system for "open market" private collection/disposal providers of significance either through voluntary cooperation or if necessary by registration/permitting ordinance with noncompliance penalties.

- Annually publicize the actual cost of providing solid waste management services.

- Maintain accurate records of the amount and type of material collected for recycling on an annual basis.

Collection Element

Goal I: To ensure the efficient and effective collection of solid waste and recyclable and combustible materials within Meriwether County and each city.

Strategies:

- Continue existing collection practices and make modifications as necessary to support local waste reduction and recycling efforts.

- Implement curbside recycling and curbside yard waste collection.

- Maintain the Meriwether County Transfer Station and make improvements as necessary to meet future demand.

Disposal Element

Goal I: To ensure that solid waste disposal facilities serving Meriwether County and its cities meet regulatory requirements and are in place when needed to support and facilitate effective solid waste handling programs today and for the subsequent ten year period, thereby maintaining and enhancing the quality of life of all residents.

Strategies:

- Continue existing disposal practices and begin using new landfill facility when it is operational.

  Meriwether County and the cities of Manchester, Greenville, Warm Springs, Woodbury, Luthersville, and Lone Oak will continue using privately-operated disposal facilities during the planning period. Private haulers will continue transporting waste to the Meriwether County Transfer Station and landfill facilities located in Taylor County (Southern States Environmental Services) and Lamar County (Lamar County Regional Landfill). A new private regional landfill facility (Greenbow LLC/Turkey Run) to be located in Meriwether County is planned to be operational by 2010. Turley Run has received a permit from the Georgia EPD for construction and operation. When the new facility is operational, Meriwether County and each city will use that facility for their disposal needs. A copy of the Host Agreement between Meriwether County and Greenbow, LLC is included in the appendix.

- Secure 10-year disposal capacity assurance (City of Gay).

  Solid waste collected in Gay is currently transported to the Lamar County Regional Landfill in Barnesville, Georgia. According to landfill officials, there will not be adequate capacity available to meet Gay's disposal needs over the next ten years. Data obtained from the Georgia Environmental Protection Division (EPD) indicates

that the Lamar County facility is expected to reach capacity by 2014. As a result, Gay will need to find another disposal facility in order to have sufficient disposal capacity assurance over the next ten years. A disposal capacity assurance letter for the City of Gay has been obtained from the Taylor County Landfill in the event the city decides to use that facility.

Land Limitation Element

Goal 1: To ensure that proposed solid waste handling facilities are sited in areas suitable for such developments, are compatible with surrounding uses, and are not considered for location in areas which have been identified by local and state officials as having environmental or other land use limitations.

Strategies:

1. Identify land areas within Meriwether County that are unsuitable for siting solid waste handling facilities.

2. Review zoning ordinances regarding how they regulate solid waste handling facilities and make amendments as necessary.

3. Implement Plan Consistency Process.

Education and Public Involvement

Goal 1: *Create awareness among residents and businesses of the need and benefit of participating in local recycling and waste reduction efforts.*

Strategies:

1. Consider participating in a multi-jurisdictional or regional program of education/public involvement.

2. Consider requesting civic organizations to coordinate a county-wide education/public involvement program.

3. Consider developing a business or civic organization sponsored reward and recognition program for the community to encourage waste reduction as the focal point of an education/public involvement program.

4. Consider using the many resources offered (often free or at a minimal cost) by state/regional/federal agencies/organizations.

5. Evaluate compiling a list of the many environmental education websites for dissemination to local citizens, civic groups, schools, etc.

6. Consider taking advantage of the Keep Georgia Beautiful technical assistance and public information assistance to local governments.

7. Consider expanding opportunities for community involvement by including local civic organizations, schools, church groups and volunteers in program development and implementation.

FINANCING

A review of year 2006 Solid Waste Full Cost Reports filed by Meriwether County and the City of Manchester indicate that fees assessed for solid waste services do not adequately cover operational costs. As a result, both of these local governments should conduct a financial assessment of their operations to ensure that fees assessed for solid waste management services adequately cover operational costs. The Host Agreement between Greenbow LLC and Meriwether County regarding the recently permitted Turkey Run landfill contains significant monetary contributions from Greenbow LLC to assist the county in addressing solid waste management needs and implementing the Solid Waste Management Plan.

IMPLEMENTATION STRATEGY

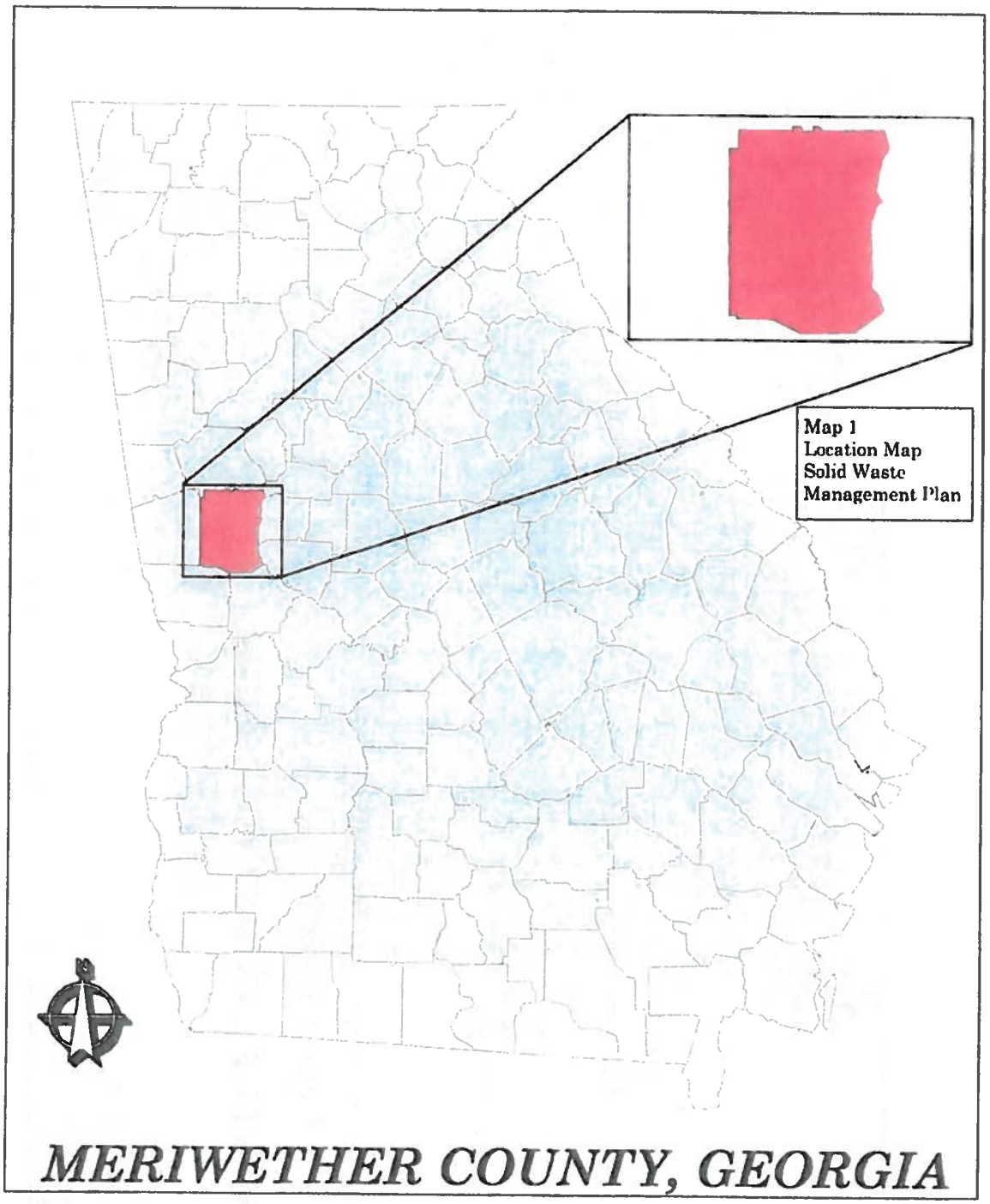
The following work program summarizes the overall strategy that Meriwether County and the cities of Manchester, Greenville, Warm Springs, Woodbury, Luthersville, Lone Oak, and Gay will employ through the year 2018 to achieve the established 25 percent per capita waste reduction goal; the 10-year solid waste handling capability and capacity goal; and other solid waste management goals. Specific actions and programs are listed (by year) along with implementation responsibilities, estimated costs, and potential funding sources.

MERIWETHER COUNTY JOINT SOLID WASTE MANAGEMENT PLAN - IMPLEMENTATION STRATEGY - TEN YEAR WORK PROGRAM

Meriwether County Board of Commissioners, City of Manchester, City of Greenville, City of Warm Springs, City of Luthorsville, City of Lone Oak, Town of Gay, City of Woodbury

	2008	2009	2010	2011	2012	2012	2013	2014	2015	2016	2017	2018	Responsibility	Est Cost	Funding Source
WASTE AMOUNTS															
1. Maintain accurate waste/recycling tonnage amounts	x	x	x	x	x	x	x	x	x	x	x	x	County/Cities/Private	N/A	Local
WASTE REDUCTION															
1. Consider implementing curbside recycling programs	x	x	x	x	x	x	x	x	x	x	x	x	County/Cities/Private	N/A	N/A
2. Continue recycling programs at Transfer Station	x	x	x	x	x	x	x	x	x	x	x	x	County/Cities/Private	$10,000/YR	Local
3. Consider curbside yard waste collection programs	x	x	x	x	x	x	x	x	x	x	x	x	County/Cities/Private	N/A	N/A
4. Work cooperatively with local business/industry	x	x	x	x	x	x	x	x	x	x	x	x	County/Cities/Private	N/A	Local
5. Participate in regional waste reduction efforts.	x	x	x	x	x	x	x	x	x	x	x	x	County/Cities/Private	N/A	Local
6. Monitor the effectiveness of waste reduction efforts	x	x	x	x	x	x	x	x	x	x	x	x	County/Cities/Private	N/A	N/A
7. Participate in waste reduction workshops/seminars	x	x	x	x	x	x	x	x	x	x	x	x	County/Cities/Private	N/A	N/A
8. Support local waste reduction efforts	x	x	x	x	x	x	x	x	x	x	x	x	County/Cities/Private	N/A	N/A
9. Continue using inert landfill at transfer station.	x	x	x	x	x	x	x	x	x	x	x	x	County/Cities/Private	Varies	Local
10. Use recycling/yard waste facilities at new landfill			x	x	x	x	x	x	x	x	x	x	County/Cities/Private	N/A	N/A
COLLECTION															
1. Continue existing curbside collection programs	x	x	x	x	x	x	x	x	x	x	x	x	County/Cities/Private	Varies	Local
2. Monitor effectiveness of collection programs.	x	x	x	x	x	x	x	x	x	x	x	x	County/Cities/Private	N/A	N/A
DISPOSAL															
1. Continue using Transfer Station	x	x	x	x	x	x	x	x	x	x	x	x	County/Cities/Private	N/A	N/A
2. Continue using Taylor County Landfill	x	x											County/Cities/Private	$31.00/ton	Local
3. Use new landfill facility (Greenbow)			x	x	x	x	x	x	x	x	x	x	County/Cities/Private	$22.00/ton	Local
4. Continue using inert facility at transfer station	x	x	x	x	x	x	x	x	x	x	x	x	County/Cities/Private	Varies	Local
LAND LIMITATIONS															
1. Use Natural Environment Map in planning efforts	x	x	x	x	x	x	x	x	x	x	x	x	County/Cities	N/A	N/A
2. Review & amend zoning ordinances as needed.	x	x	x	x	x	x	x	x	x	x	x	x	County/Cities	Varies	Local
3. Implement Plan Consistency Process	x	x	x	x	x	x	x	x	x	x	x	x	County/Cities	N/A	N/A
EDUCATION & PUBLIC INVOLVEMENT															
1. Support local education/public involvement efforts	x	x	x	x	x	x	x	x	x	x	x	x	County/Cities/Private	N/A	N/A
2. Work with businesses to encourage public awareness	x	x	x	x	x	x	x	x	x	x	x	x	County/Cities/Private	N/A	N/A
GENERAL															
1. Update solid waste management plan										x	x	x	County/Cities	$40,000	Local
2. Actively seek grants for program/system improvements	x	x	x	x	x	x	x	x	x	x	x	x	County/Cities	Varies	Local
3. Continue full-cost reporting/survey preparation	x	x	x	x	x	x	x	x	x	x	x	x	County/Cities	N/A	N/A

APPENDIX

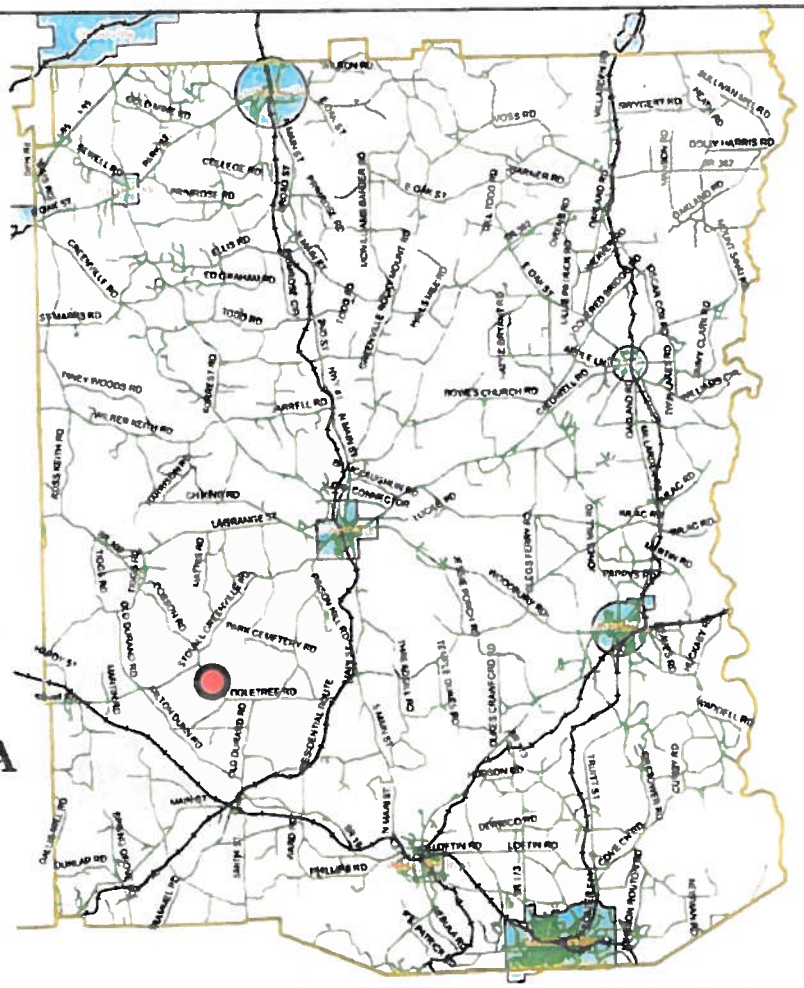

Map 1
Location Map
Solid Waste
Management Plan
MERIWETHER COUNTY, GEORGIA

Legend

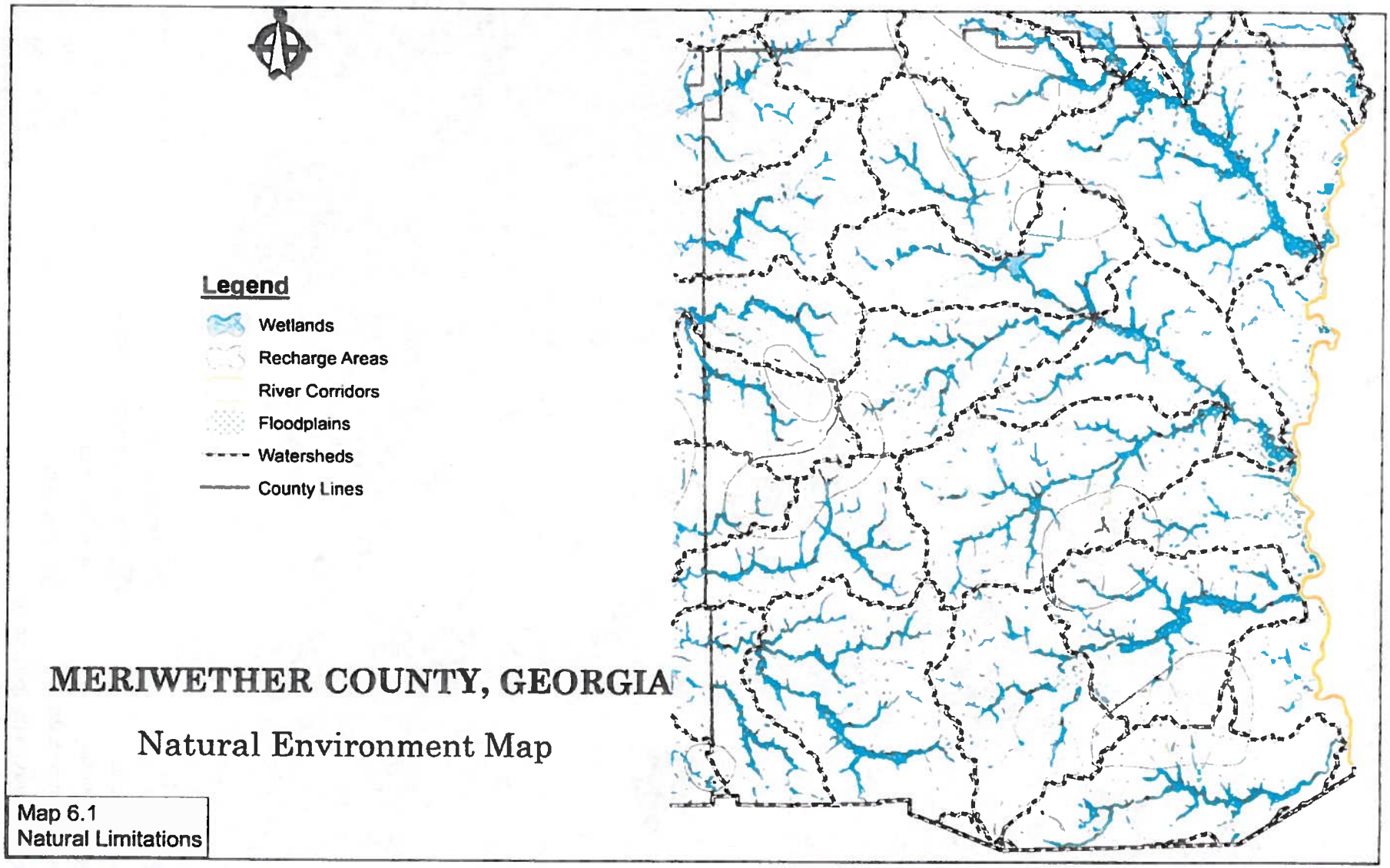
- Transfer Station
- County Lines
- Railroads
- Roads
- Cities

Transfer Station / Recycling Center Location

MERIWETHER COUNTY, GEORGIA



Map 4.1
Transfer Station/Recycling Center Locations


Legend
Wetlands
Recharge Areas
River Corridors
Floodplains
Watersheds
County Lines
MERIWETHER COUNTY, GEORGIA
Natural Environment Map
Map 6.1
Natural Limitations

Landfill Siting Restrictions

Based on best available data as of October 2004

DRAFT

4 mile circle

Legend

- Landfills - 2004
- Co-located landfills
- Historic Sites - buffer
- Political subdivision buffer
- Political subdivision buffer (population)
- Airport restriction
- Restricted airspace - military
- In flood plain
- Wetlands

Peak Acceleration Values

- 0 - 6
- 7 - 9
- 10 - 14
- 15 - 20
- 21 - 99

Acceleration value in percent of gravity of the polygon. The polygon represents the range of acceleration values that are contained within its borders. The polygon is assigned the lowest value allowed within the polygon's borders. The range of values allowed within a polygon is constrained by the contours. Source: USGS. no warranty expressed or implied is made by the USGS as to the accuracy of the data and related materials nor shall the fact of distribution constitute any such warranty, and no responsibility is assumed by the USGS in connection therewith.

The map sets have been created from information provided by various government and private sources at different moments in time and at various levels of accuracy. It is the responsibility of the user of the data to be aware of the data's limitations and to utilize the data in an appropriate manner.

0 12.5 25 50 75 100 Miles

N

Map prepared by: Georgia Department of Community Affairs, 2004

SOUTHERN STATES ENVIRONMENTAL SERVICES
TAYLOR COUNTY LANDFILL
P.O. BOX 199 • MAULK, GEORGIA 31058
PHONE 478-862-2504 • FAX 478-862-2888

August 15, 2007

Dependable Waste
334 County Farm Rd
Zebulon, GA 30295

Dear Dependable Waste,

This letter serves as a disposal capacity assurance for waste generated by Warm Springs from 2007 to 2017. The Georgia EPD permit number for this facility is 133-003D(SL). This assurance is based upon Warm Springs disposing of approximately N/A cubic yards of waste or approximately 61,000 tons of waste at this facility on an annual basis. Projected Life of Remaining Airspace of Landfill volume is 40 years.

We thank Dependable Waste for this business partnership and look forward to providing environmentally sound waste disposal options for the foreseeable future.

Sincerely,

Teresa Blackston
Office Manager

SOUTHERN STATES ENVIRONMENTAL SERVICES
TAYLOR COUNTY LANDFILL
P.O. BOX 199 • MAULK, GEORGIA 31058
PHONE 478-862-2504 • FAX 478-862-2888

August 15, 2007

Dependable Waste
334 County Farm Rd
Zebulon, GA 30295

Dear Dependable Waste,

This letter serves as a disposal capacity assurance for waste generated by Greenville from 2007 to 2017. The Georgia EPD permit number for this facility is 133-003D(SL). This assurance is based upon Greenville disposing of approximately N/A cubic yards of waste or approximately 61,000 tons of waste at this facility on an annual basis. Projected Life of Remaining Airspace of Landfill volume is 40 years.

We thank Dependable Waste for this business partnership and look forward to providing environmentally sound waste disposal options for the foreseeable future.

Sincerely,

Teresa Blackston
Office Manager

SOUTHERN STATES ENVIRONMENTAL SERVICES
TAYLOR COUNTY LANDFILL
P.O. BOX 199 • MAULK, GEORGIA 31058
PHONE 478-862-2504 • FAX 478-862-2888

August 15, 2007

Dependable Waste
334 County Farm Rd
Zebulon, GA 30295

Dear Dependable Waste,

This letter serves as a disposal capacity assurance for waste generated by Luthersville from 2007 to 2017. The Georgia EPD permit number for this facility is 133-003D(SL). This assurance is based upon Luthersville disposing of approximately N/A cubic yards of waste or approximately 61,000 tons of waste at this facility on an annual basis. Projected Life of Remaining Airspace of Landfill volume is 40 years.

We thank Dependable Waste for this business partnership and look forward to providing environmentally sound waste disposal options for the foreseeable future.

Sincerely,

Teresa Blackston

Teresa Blackston
Office Manager

SOUTHERN STATES ENVIRONMENTAL SERVICES
TAYLOR COUNTY LANDFILL
P.O. BOX 199 • MAULK, GEORGIA 31058
PHONE 478-862-2504 • FAX 478-862-2888

August 15, 2007

Dependable Waste
334 County Farm Rd
Zebulon, GA 30295

Dear Dependable Waste,

This letter serves as a disposal capacity assurance for waste generated by Manchester from 2007 to 2017. The Georgia EPD permit number for this facility is 133-003D(SL). This assurance is based upon Manchester disposing of approximately N/A cubic yards of waste or approximately 61,000 tons of waste at this facility on an annual basis. Projected Life of Remaining Airspace of Landfill volume is 40 years.

We thank Dependable Waste for this business partnership and look forward to providing environmentally sound waste disposal options for the foreseeable future.

Sincerely,

Teresa Blackston

Teresa Blackston
Office Manager

SOUTHERN STATES ENVIRONMENTAL SERVICES
TAYLOR COUNTY LANDFILL
P.O. BOX 199 • MAULK, GEORGIA 31058
PHONE 478-862-2504 • FAX 478-862-2888

August 15, 2007

Dependable Waste
334 County Farm Rd
Zebulon, GA 30295

Dear Dependable Waste,

This letter serves as a disposal capacity assurance for waste generated by Woodbury from 2007 to 2017. The Georgia EPD permit number for this facility is 133-003D(SL). This assurance is based upon Woodbury disposing of approximately N/A cubic yards of waste or approximately 61,000 tons of waste at this facility on an annual basis. Projected Life of Remaining Airspace of Landfill volume is 40 years.

We thank Dependable Waste for this business partnership and look forward to providing environmentally sound waste disposal options for the foreseeable future.

Sincerely,

Teresa Blackston
Office Manager

SOUTHERN STATES ENVIRONMENTAL SERVICES
TAYLOR COUNTY LANDFILL
P.O. BOX 199 • MAULK, GEORGIA 31058
PHONE 478-862-2504 • FAX 478-862-2888

August 15, 2007

Dependable Waste
334 County Farm Rd
Zebulon, GA 30295

Dear Dependable Waste,

This letter serves as a disposal capacity assurance for waste generated by Meriwether from 2007 to 2017 . The Georgia EPD permit number for this facility is 133-003D(SL). This assurance is based upon Meriwether disposing of approximately N/A cubic yards of waste or approximately 61,000 tons of waste at this facility on an annual basis. Projected Life of Remaining Airspace of Landfill volume is 40 years.

We thank Dependable Waste for this business partnership and look forward to providing environmentally sound waste disposal options for the foreseeable future.

Sincerely,

Teresa Blackston
Office Manager

VEOLIA
ENVIRONMENTAL
SERVICES

September 6, 2007

Dear Gay City,

This letter serves as a disposal capacity assurance for waste generated by Gay City from 2007 to 2017 . The Georgia EPD permit number for this facility is 133-003D(SL). This assurance is based upon Gay City disposing of approximately N/A cubic yards of waste or approximately 61,000 tons of waste at this facility on an annual basis. Projected Life of Remaining Airspace of Landfill volume is 40 years.

We thank Gay City for this business partnership and look forward to providing environmentally sound waste disposal options for the foreseeable future.

Sincerely,

Teresa Blackston

Teresa Blackston
Office Manager

VEOLIA
ENVIRONMENTAL SERVICES

SOLID WASTE

September 6, 2007

Dear Lone Oak City,

This letter serves as a disposal capacity assurance for waste generated by Lone Oak City from 2007 to 2017. The Georgia EPD permit number for this facility is 133-003D(SL). This assurance is based upon Lone Oak City disposing of approximately N/A cubic yards of waste or approximately 61,000 tons of waste at this facility on an annual basis. Projected Life of Remaining Airspace of Landfill volume is 40 years.

We thank Lone Oak City for this business partnership and look forward to providing environmentally sound waste disposal options for the foreseeable future.

Sincerely,

Teresa Blackston

Teresa Blackston
Office Manager

Veolia ES Taylor County Landfill, LLC
P.O. Box 100, Marshallville, Georgia 31057

COPY

AMENDED AND RESTATED HOST AGREEMENT

THIS AMENDED AND RESTATED HOST AGREEMENT [the "Agreement"] made and entered into this 22 day of MAY, 2007 between MERIWETHER COUNTY, GEORGIA, a political subdivision organized and existing under the laws of the State of Georgia, acting through its Board of Commissioners [the County, and as further defined herein] and GREENBOW, LLC, a limited liability company organized and existing under the laws of the State of Alabama and licensed and authorized to do business in the State of Georgia [the "Company"].

W I T N E S S E T H:

WHEREAS, the County and the Company entered into a Host Agreement on the 12th day of April, 2006 [the "Original Host Agreement"]; and

WHEREAS, the County requested and the Company agreed to amend and modify certain provisions of the Original Host Agreement, while at the same time continuing the Original Host Agreement in full force and effect as herein amended and restated; and

WHEREAS, a number of the provisions and obligations of the original Host Agreement have been satisfied or occurred since the date of the Original Host Agreement; and

WHEREAS, the Company has made application for a permit to operate a regional solid waste disposal facility within the County and has agreed in the Original Host Agreement to provide certain payments to the County and other benefits to the County in consideration of the County serving as the host county for that facility; and

WHEREAS, the parties have agreed to modify the payments and benefits to the County in certain respects, and to modify other provisions of the Original Host Agreement, by amending and restating that Agreement as set forth herein; and

3

WHEREAS, the County has determined that it is in the best interests of its citizens to enter into this Amended and Restated Host Agreement,

NOW THEREFORE, in consideration of the payment of One Thousand Dollars ($1,000) to the County and the *host fee(s)* to be paid and other benefits to be provided to the County, the respective covenants and agreements contained in the Original Host Agreement as amended and restated in this Agreement and the mutual benefits flowing to each of the parties, and other considerations the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows, each intending to be legally bound:

1. DEFINITIONS.

As used in this Agreement, the following terms shall have the meanings set forth below:

1.1 *C & D Waste.* Non-putrescible construction or demolition materials and as otherwise defined in Chapter 391-3-4 of the Solid Waste Rules of the *EPD.*

1.2 *Commencement Date.* That date on which the *landfill facility* commences receipt of solid waste for disposal following permitting and construction.

1.3 *Contiguous Parcels.* The approximately 800 acres located in Land Lots 70, 89, 90, 91, 102, 104, 121, 122, and 123 in the Eleventh Land District of Meriwether County, Georgia as shown on County Tax Maps 3 and 4, updated December 2004, contiguous to the *landfill property*, approximately as shown on the *facility master plan.*

1.4 *County.* Meriwether County, Georgia, including its respective commissioners, officials and authorized employees.

5.

1.5 *County Waste.* All municipal solid waste permitted to be accepted for disposal in the *landfill facility* (i) generated by residences within the County or within any municipality located within the boundaries of the County or (ii) generated by any buildings owned or operated by the County or municipalities located therein, whether such waste is collected by the County or those municipalities, directly or for a fee by a private contractor holding a waste collection franchise from the County and/or any municipality. As used herein "municipalities" shall include any portion of the City of Manchester located within the geographic boundaries of Talbot County.

1.6 *Emergency.* Any directive from the EPD or other regulatory agency, court order, or condition that constitutes an immediate threat to the proper operation of the *landfill facility* or compliance with applicable facility permits, or an immediate threat to the environment.

1.7 *EPD.* The Environmental Protection Division of the Georgia Department of Natural Resources or any successor of the same.

1.8 *Facility Master Plan.* The conceptual plan for the *landfill facility* which plan is attached to this Agreement as Exhibit A and by reference made a part hereof.

1.9 *Footprint.* The area of land within the *landfill property* permitted for the placement and disposal of solid waste [the area covered by the liner system] at any time during the life of the *landfill facility*, which shall not, at any time, exceed 300 acres within the *landfill property*. This term includes any expansion of the permitted waste disposal area allowed by EPD so long as the waste disposal area does not exceed a total of 300 acres.

1.10 *Force Majeure.* An act, event, or condition beyond the reasonable control of the party upon which the party reasonably relies as justification for delay and/or excuse from performing or complying with any obligation or agreement hereunder, including but not limited to the following: an act of God, an act of public enemy, interference by third parties, strike or similar industrial

2

or labor action; the denial, loss, suspension, expiration, termination or failure of renewal of any permit, license or other governmental approval required to operate the *landfill facility*; a change in any federal or state law, rule, regulation or ordinance, or the institution of a legal action or similar proceeding, or an order or judgment of a court, which delays or prevents any aspect of the development or operation of the Landfill Facility.

1.11. *Host Fee(s).* The amounts payable by the Company to the County pursuant to the terms of Section 16 of this Agreement.

1.12 *Industrial Waste.* Solid waste generated by manufacturing or industrial processes which waste is not hazardous waste or as otherwise defined in applicable regulations or permits.

1.13 *Inert Waste.* Earth and earth-like products, concrete, cured asphalt, rock, brick, stumps, limbs, leaves, and residential yard waste.

1.14 *Landfill Facility.* The municipal solid waste landfill described in this Agreement developed and operated on the *landfill property* pursuant to a solid waste handling permit issued by the *EPD* including the land, the *footprint*, and facilities ancillary to the permitted landfill operation within the *landfill property*.

1.15 *Landfill Property.* All real property within the boundaries of the permitted *landfill facility* consisting of a 300 acre *footprint* and all land and facilities ancillary thereto, totaling approximately 698 acres, located in Land Lots 89 and 90 [Tax Parcel Number 10] and Land Lots 103 and 104 [Tax Parcel Number 10] located in the Eleventh Land District of Meriwether County, Georgia, as shown on County Tax Maps 3 and 4 updated December 2004, and as approximately shown on the *facility master plan*.

1.16 *Regulated Medical Waste.* Any solid waste which contains pathological waste, biological waste, cultures, and stocks of infectious agents and associated biologicals, contaminated animal carcasses (body parts, their bedding, and other wastes from such animals), chemotherapy waste, discarded

medical equipment and parts, not including expendable supplies and materials which have not been decontaminated, as further defined and regulated by Rule 391-3-4-.15 of the EPD Solid Waste Rules.

1.17 *Residential Yard Waste.* Leaves, brush, grass, clippings, shrub and tree prunings, nursery and greenhouse vegetative residuals and vegetative matter resulting from residential landscape development and property maintenance within Meriwether County.

1.18 *Solid Waste Plan.* The Meriwether Multi-Jurisdictional Solid Waste Plan including the Updated Meriwether Multi-Jurisdictional Solid Waste Plan adopted June, 2006 and approved by the Georgia Department of Community Affairs, with which the *landfill facility* is consistent, and any future updates and amendments to the Meriwether County Multi-Jurisdictional Solid Waste Plan adopted by Meriwether County and approved by the Georgia Department of Community Affairs pursuant to Rule 110-4-3-.05 of the Rules of the Georgia Department of Community Affairs.

1.19 *Sewage Sludge.* Solid, semi-solid, or liquid residue generated during the treatment of domestic sewage or a combination of domestic sewage and industrial wastewater in a treatment works, as defined in Section 391-3-6-.17 of the Rules of the EPD.

1.20 *Tipping Fees.* The fees established for the disposal of solid waste at the *landfill facility* by a person or entity collecting or transporting solid waste to the landfill for disposal as determined by Section15 of this Agreement.

1.21 *Ton.* 2000 pounds.

1.22 *Hazardous Waste, Municipal Solid Waste, Municipal Solid Waste Landfill, Municipal Solid Waste Disposal Facility* and *Solid Waste* as well as other terms of art used in this Agreement shall have the meanings given to them in O.C.G.A. 12-8-20 et seq., [The Georgia Comprehensive Solid Waste Management Act] and in Chapter 391-3-4 of the Rules of the *EPD.*

2. LANDFILL PROPERTY AND ZONING.

The parties recognize that the *landfill property* has been properly zoned and approved by the County for use as a landfill, and the *contiguous parcels* have been properly zoned by the *County* for a planned industrial and commercial development park, pursuant to the Meriwether County Zoning Resolution.

3. MODIFICATION OF SOLID WASTE PLAN.

The parties recognize that the County has modified its *solid waste plan* to include the *landfill facility* and that no further modifications regarding the *landfill facility* are required or contemplated as of the date of this Agreement. By agreement of the County and the Company, to the extent required by or appropriate under applicable State of Georgia Solid Waste Planning Rules, the matters described in Sections 7, 8 and 9 of this Agreement may be incorporated into the *solid waste plan* in a future amendment or update to the *solid waste plan*. The Company may request future modifications to the *solid waste plan* as it deems necessary or appropriate relating to the *landfill facility* for the County's consideration in accordance with applicable solid waste planning rules in effect at such time.

4. SOLID WASTE HANDLING PERMIT.

The parties recognize that the Company has applied to EPD for a solid waste handling permit. In that regard the County agrees that the Company shall have the authority to construct and operate a municipal solid waste landfill in the *County* on the *landfill property* approximately as shown on the *facility master plan*. The County acknowledges that the actual construction

and operation of the *landfill facility* shall be in accordance with design and operation plans approved by any solid waste handling permit(s) issued by the EPD for the *landfill facility*. The Company agrees that the *landfill facility* shall be permitted in accordance with all applicable State of Georgia solid waste laws and regulations. In respect to the Company's application for a solid waste handling permit and any future application to modify the initial permit to expand the footprint, subject to the limit of 300 acres, the County agrees to comply in a timely manner with all public participation and other requirements of the Georgia Solid Waste Management Act and Solid Waste Rules applicable to a host county for a proposed solid waste disposal facility.

5. GENERAL OPERATING CONDITIONS OF THE LANDFILL FACILITY.

5.1 The solid waste handing permit shall contain express conditions limiting the *footprint* to 300 acres, as shown approximately on the *facility master plan*, provided that subject to this total acreage limit the actual *footprint* shall be as approved by the *EPD* for the *landfill facility* and shall include any expansion of the footprint allowed by EPD up to this acreage limit.

5.2 The solid waste handling permit shall prohibit the disposal of any amount of *sewage sludge, regulated medical waste*, or *regulated hazardous waste* in the *landfill facility*.

5.3 The construction, operation, maintenance, closure, and post closure care of the *landfill facility* will comply in all material respects with applicable federal, state, and local laws, subject to the Company's right to contest in the proper forum the interpretation, application, and enforcement of such laws.

5.4 After the *commencement date* the hours of operation of the *landfill facility* shall be between 3 o'clock a.m. and 7 o'clock p.m. Monday through Friday, and between 7 o'clock a.m. and 3 o'clock p.m. on Saturday, provided that waste shall not be accepted for disposal after 5 o'clock p.m. Monday

through Friday or after 1 o'clock p.m. on Saturday. Except during regular hours of operation, the Company will conduct no operations at the *landfill facility* other than supervisory and security without the written consent of a majority of the Board of Commissioners, provided that the Company may conduct landfill construction activities or operate in an *emergency* upon written approval of the County Administrator or any County Commissioner upon reasonable showing of necessity. Landfill construction activities as used herein refers to that portion of landfill cell construction that must continue in order to avoid adverse impact from weather conditions. Regular hours of operation shall not be changed without prior written approval from the Board of Commissioners of the County.

5.5 No waste shall be received for disposal at the facility from sources outside the State of Georgia. Sources include but are not limited to generators, haulers, and permitted transfer stations.

5.6 Waste accepted for disposal in the *landfill facility* shall be only that waste allowed by the solid waste handling permit, and shall include *municipal solid waste*, *industrial waste*, *C & D Waste*, and such other non-hazardous waste as may be approved for the *landfill facility* by the *EPD*. In the sole discretion of the Company, and subject to the Company's receipt of necessary state permits and approvals, the Company may operate a C & D waste landfill area within the *landfill facility*.

5.7 The Company shall have the right to refuse to accept solid waste at the *landfill facility* for any reason the Company deems it to be unacceptable, except that, the Company shall not refuse to accept *county waste* from the County or its contractual or designated agent unless the waste is shown to be hazardous or otherwise unacceptable under state, federal, or other applicable laws, rules or regulations, or under the solid waste handling permit. The burden of proving such right of refusal relative to *county waste* shall be on the Company.

5.8 All waste received at the landfill shall be transported only in trucks or other vehicles. Vehicles shall be covered to prevent blowing of material from the vehicle. Video cameras shall be positioned at each weigh station at every entrance/exit to the *landfill facility*. The Company shall implement a plan for excluding receipt of prohibited waste in accordance with the Rules of the *EPD*. Such plan shall provide for random inspection of no less than two incoming vehicle loads per day. In addition to the visual inspection required by the prohibited waste exclusion plan, all vehicles selected for random inspection being weighed upon entrance to the *landfill facility* shall also be required to open the covers over the contents of their vehicles so that the contents may be viewed by the video cameras during weigh-in.

5.9 If the County proposes to adopt any regulation or requirement regarding a landfill facility in the County that would be applicable to the *landfill facility*, the County agrees that any such regulation or requirement shall be authorized by applicable law, shall not be unreasonable or discriminatory, and shall not be more stringent than or in conflict with the provisions of this Agreement, the solid waste handling permit(s) for the *landfill facility*, or any regulation or requirement regarding the development, design, construction, use, operation, monitoring, maintenance, or closure of a municipal solid waste landfill facility contained in relevant state or federal laws or regulations.

6. RECORDS AND REPORT OF OPERATION.

Records will be maintained in such manner as to assure the County of the Company's compliance with all permits and approvals for operation of the *landfill facility* and payment of *host fees* to the County. Upon written request by the County, not to be made more than once per calendar quarter, the Company shall allow, within ten days of receipt of the request, the County to

ℓ

audit all financial records of the Company relating to the payment of *host fees*; financial records relating to the operation of the *landfill facility*; and all records relating to regulatory compliance of the *landfill facility*, provided that any inspection of such records by the County shall occur during normal business hours of the *landfill facility* and upon a minimum of three (3) business days notice to the Company to allow time for organization of requested records. If the County's request includes any confidential or proprietary documents and information of the Company, the County will agree to execute a mutually acceptable confidentiality agreement, provided this requirement shall not preclude the County from making public the results of any such audit.

7. PUBLIC DISCLOSURE AND TRANSPARENCY.

A web site shall be created by and maintained by the Company at its expense which web site shall contain information in PDF format showing:

- the amount in tons of waste received at the landfill during all calendar quarters of operation of the landfill;
- the types of waste received as identified by records of the company;
- the amount of *host fees* and recyclable fees paid to the County every calendar quarter;
- annual financial statements publicly available on the current owner and operator of the landfill;
- copies of any administrative order(s) or consent order(s) from any governmental entity regarding the operation of the *landfill facility*;
- Company rules and procedures for the operation of the *landfill facility*;
- All *EPD* documents provided to the Company pertaining to any investigation or inspection of the *landfill facility* conducted by the

EPD, within ten business days of the receipt of such documents by the Company;

- public fees for use of the *landfill facility;*
- any publications required by law to be posted at the *landfill facility;* and
- continuous feed live images resulting from video cameras positioned over every weigh station at every entrance and exit of the *landfill facility;*

All non-graphic information shown on the web site shall be updated not less than by the end of each calendar quarter.

8. OPERATION OF CITIZENS RECYCLE CENTER.

Following the *commencement date,* the Company will maintain during the term of this Agreement at or near the *landfill facility* a citizens' convenience center for receipt of recyclables, from citizens of the County and citizens of all municipalities located in the County, on Saturdays from 7 o'clock a.m. to 3 o'clock p.m., at no charge. Each load accepted shall not exceed one pickup truck load, or two cubic yards. Recyclables in this instance shall include aluminum and bi-metal cans, newsprint, and recyclable cardboard materials, and white goods. The Company from time to time will evaluate other recyclable markets and in its sole discretion may add other materials to this list of accepted recyclables if recycling of such materials is determined by the Company to be economically viable. In the event the Company sells any of the recyclables received at the *landfill facility* the Company shall pay to the County 10% of the gross revenue received from such sales. The Company shall remit the sums due the County from recyclable sales before the last day of the month following the end of each calendar quarter. Along with the payment to the

ε

County the Company shall provide an accounting of the receipts of all gross revenue from recyclables for the quarter upon which the remittance is based.

9. OPERATION OF CITIZENS CONVENIENCE CENTER.

The Company will establish and maintain after the *commencement date* a citizens' convenience center at a suitable, accessible location on or in close proximity to the *landfill facility*. During the *landfill facility's* regular operating hours each Saturday, the citizens' convenience center shall be open to individual citizens of the County and municipalities located within the County for delivery of household solid waste (including but not limited to white goods and bulky waste) from individual residences at no charge to County citizens, provided that the amount of such waste accepted at no charge shall be limited to pickup truck loads not to exceed two cubic yards. (As used herein, *bulky waste* means white goods or other waste materials from a residential source, not including *C&D waste*, such as sofas, chairs, mattresses, or other pieces of furniture with a weight or size greater than that allowed for ordinary waste containers, and *white goods* means such waste as refrigerators, freezers, washers, dryers, and other large appliances.) The citizens convenience center shall be available to County citizens during the *landfill facility's* regular operating hours on Saturday for drop off of recyclables as described in Section 9 which shall be accepted by the Company at no charge to those citizens

10. RESIDENTIAL YARD WASTE.

Following the *commencement date*, at the County's request, the Company will provide within a reasonable time an area of up to twenty five acres located within the *landfill facility* but outside the *footprint*, as determined by the Company, for the processing and disposal of residential yard waste from

individual residential properties located within the boundaries of Meriwether County. Residential yard waste shall be accepted for disposal from County residents during regular operating hours of the *landfill facility* on Saturdays at no charge to the resident.

11. LITTER CONTROL PROGRAM.

The Company will provide a litter control program, consisting of two full-time employees and a dedicated vehicle, for collection of litter from the public right-of-way of the following roads in the County:

a. County Line Road from Highway 54 to the bridge over Interstate 85 (including any entry road to the *landfill facility* off County Line Road;

b. Highway 54 from the exit ramps of Interstate 85 to the western city limits of Lone Oak;

c. from the intersection of Interstate 85 and Sewell Road west of the *landfill property* to the intersection of Sewell Road and Forest Road, east of the *landfill property*;

d. from the intersection of State Highway 100 with State Highway 54 along State Highway 100 for a distance of two miles.

12. COUNTY-WIDE CLEANUP DAY.

12.1 At the County's request, the Company will sponsor a Countywide cleanup day twice each year, once on one Saturday in the Spring and once on one Saturday in the Fall, the dates to be designated by the Board of Commissioners. During regular hours on these cleanup days the Company shall accept for disposal in the *landfill facility*, at no charge, any permitted non-hazardous waste collected from public property within the County. The acceptance of waste at no charge on these bi-annual cleanup days will not

include *C & D Waste* from construction or demolition of county or municipal buildings or waste for which any amount of disposal fee or cost has been paid to any contractor or other person who delivers waste to the *landfill facility*.

12.2 The Company agrees to assist the County in organizing amnesty days for citizens to dispose of household hazardous material such as electronics, computers, paint, household chemicals, residential pesticides and medicines at no cost to the residents, provided that the Company shall not be required to accept such materials for disposal in the *landfill facility* or incur the cost of their disposal.

13. PAVING OF COUNTY LINE ROAD.

If the Company elects to utilize County Line Road for transportation and delivery of the solid waste to the *landfill facility*, then, (a) within one year of the *commencement date* the Company shall, with the County's assistance as necessary but at the Company's expense, cause County Line Road to be paved (to Meriwether County road standards and specifications) from the intersection of County Line Road with State Highway 54 to the existing bridge on County Line Road over Interstate 85, and if desired by the Company in its sole discretion beyond Interstate 85 bordering the additional property owned by the Company, and (b) the Company agrees following the *commencement date* to contribute funds for the necessary maintenance of County Line Road based upon a pro rata share of the use of the road, which shall be agreed upon by the Company and the County at such time as the actual usage and costs of maintenance of County Line Road may be determined for such purposes. Nothing herein shall require the Company to utilize County Line Road for vehicle access to the *landfill facility*, and the Company shall have the right to construct at its own expense on property owned by the Company an access road to the *landfill facility* directly from Highway 54, at a location deemed

suitable by the Company, provided the Company agrees that it will utilize only one entrance/exit route for access to the *landfill facility* from Highway 54 for delivery of waste. The Company agrees that no entrance road for delivery of waste to the *landfill facility* shall be constructed on or from Sewell Road, provided that the Company and its contractors may use Sewell Road for access to the *landfill facility* for purposes other than delivery of waste, and for access to other property owned by the Company including any soil borrow area.

14. CAPTURE AND SALE OF LANDFILL GAS.

If the Company determines, in its sole discretion, that it is economically feasible to capture, process and sell landfill gas or any other usable byproduct generated in the *landfill facility* for beneficial reuse by industry or other user, the Company, at the time of such determination, will negotiate in good faith with the County to provide for receipt by the County of a portion of the net revenues actually received from the sale of landfill gas or usable byproduct, not to be less than ten per cent (10%) of such net revenues. The Company in its sole discretion may discontinue such sale at any time without further payment to the County. This section of the Agreement shall survive the closing of the landfill operation and continue so long as landfill gas or byproduct is extracted and sold to produce revenue.

15. TIPPING FEES.

Subject to the terms set forth in Section 17.2 of this Agreement regarding the amount of *tipping fees* charged to the County, the amount of *host fee(s)* paid to the County pursuant to Section 16 of this Agreement, and the amount of recyclable and/or landfill gas income paid to the County pursuant to Sections 8 and 14, the Company shall have the right to establish, charge,

collect and retain any and all fees and charges the Company deems appropriate for use of the *landfill facility* after the *commencement date*, including but not limited to all *tipping fees*. If the Company in its discretion decides to accept *C & D Waste* for disposal in the *landfill facility*, then the *tipping fees* for *C & D Waste* shall be governed by the terms of Section 17.5 of this Agreement.

16. HOST FEE(S).

After the *commencement date* and during the existence of this Agreement the Company shall pay *host fee(s)* to the County. The host fee(s) to be paid shall be of two types. One type consists of fixed *host fee(s)* which are payable in fixed installments. The other type consists of variable *host fees* which are payable based on tons of waste accepted at the *landfill facility* and are payable quarterly over the term of this Agreement.

16.1 Fixed Host Fee(s).

(a) Subject to the Company's acquisition of the *landfill property* and receipt of the solid waste handling permit issued by the *EPD* authorizing development of the *landfill facility* including the exhaustion of any appeal or other legal proceedings challenging such permit, the Company agrees to pay to the County within thirty (30) days after the Company's receipt of the solid waste handling permit the sum of One Hundred Thousand Dollars ($100,000) in cash. The Company agrees to pay to the County within sixty (60) days following the *commencement date*, the additional sum of Six Hundred Thousand Dollars ($600,000) in cash. The sum of these payments ($700,000) shall be one-tenth of the fixed *host fees* paid to the County under this Agreement. Provided this Agreement remains in effect and the *landfill facility* continues in operation, the Company shall pay annually a like sum of Seven Hundred Thousand Dollars ($700,000) in cash to the County on the

anniversary date of the initial payment following the *commencement date* described in the preceding paragraph, for the next succeeding nine (9) years, for a total payment of Seven Million Dollars ($7,000,000) to the County.

(b) Subject to the conditions in this Section 16.1(b), the Company agrees to pay to and for the benefit of the Town of Lone Oak within sixty (60) days following the *commencement date* the sum of One Hundred Thousand Dollars ($100,000) as additional fixed *host fees*. Provided this Agreement remains in effect and the *landfill facility* continues in operation, the Company shall pay annually a like sum of One Hundred Thousand Dollars ($100,000) to the Town of Lone Oak on the anniversary date of the initial payment following the *commencement date* for the next succeeding nine (9) years, for a total payment of One Million Dollars ($1,000,000) to the Town of Lone Oak. The Town of Lone Oak shall have the right to accept or not to accept payment of said sums in accordance with the following procedure. Within thirty (30) days of the execution of this Agreement by the Company and the County, the County shall send a written notice by certified mail (with a copy to the Company) notifying the Town of Lone Oak of the provisions of this Section for payment by the Company of additional fixed *host fees* to and for the benefit of the Town of Lone Oak. The written notice shall further notify the Town of Lone Oak that it must inform the County and the Company in writing within sixty (60) days of receipt of the written notice of its intent either to accept or not accept the payment of said sums in accordance with the terms of this Agreement, and that failure of the Town of Lone Oak to provide a written response to the notice within said sixty (60) days accepting the payment of said sums shall be deemed a final decision by the Town of Lone Oak to decline the payment of said sums by the Company to the Town of Lone Oak. If the Town of Lone Oak notifies the County and the Company within sixty (60) days of receipt of the written notice of its intent evidenced by a resolution or other official action to accept the payment of said sums, then said sums shall be paid

by the Company to the Town of Lone Oak following the *commencement date* as provided in this Section. If the Town of Lone Oak declines to accept payment of these sums or fails to respond to the written notice within sixty (60) days of receipt to accept payment of these sums, then all sums payable by the Company as additional fixed *host fees* under the provisions of this Section shall instead be paid to the County following the *commencement date* in accordance with the same schedule, provided the *landfill facility* continues in operation and this Agreement continues in effect, and the Company shall have no obligation to pay any sum to or for the benefit of the Town of Lone Oak. If the Town of Lone Oak notifies the County and the Company of its intent to accept the payment of said sums, and thereafter the Town of Lone Oak through its governing authority or any official of the Town of Lone Oak in an official capacity or with authorization of its governing authority brings, aids, supports, or participates in any legal proceeding seeking to invalidate this Agreement or to prevent the permitting or development of the *landfill facility*, then the Town of Lone Oak shall not be entitled to receive the additional fixed *host fees* payable under this Section and those sums shall be paid by the Company to the County on the terms provided herein.

(c) The payments provided in this Section 16.1 shall be the total of the fixed *host fees* payable by the Company pursuant to this Agreement. The payments described above are subject to no contingencies other than the Company's receipt of the final solid waste handling permit and any other necessary permits or approvals allowing construction and operation of the *landfill facility*, the Company's construction and continued operation of the *landfill facility*, and the continued existence of this Agreement. Failure to pay an installment of a fixed *host fee* shall constitute default. Default for nonpayment may be cured upon payment of the required sum within thirty (30) days of the due date plus accumulated interest at the rate of 8% per annum, amortized daily. If the default is not cured within thirty (30) days the entire

sum remaining of the fixed host fee(s) shall become due and payable to the County or to the Town of Lone Oak, and the County may seek such remedies for the default as may be allowed by law.

16.2 Variable Host Fee(s). The *variable host fee* shall consist of three parts, all of which together constitute the *variable host fee*(s).

Part One of the variable *host fee* shall be the amount of One Dollar ($1.00) per ton of *municipal solid waste*, including municipal, industrial and *C & D Waste* and all other waste for which the Company charges a *tipping fee*, this being the fee required to be paid to the County under O.C.G.A. 12-8-39(d).

Part Two of the variable *host fee* shall be the amount of One Dollar and Twenty Five Cents ($1.25) per ton of municipal solid waste, including municipal, industrial and *C & D Waste*, and all other waste for which the Company charges a *tipping fee*, except (i) *county waste*, and (ii) waste which is beneficially reused in the *landfill facility*. As used herein, "waste which is beneficially reused" shall mean soil material or other discarded material which has been approved by the *EPD* for use as alternate waste cover material in the *landfill facility*, provided that the *tipping fee* paid at the *landfill facility* for handling of such discarded material does not exceed fifty percent (50%) of the posted gate rate *tipping fee* at the *landfill facility* in effect at such time.

Part Three of the variable *host fee* shall be the amount of Fifty Cents ($.50) per ton of municipal solid waste, including municipal, industrial and *C & D Waste*, and all other waste for which the Company charges a *tipping fee*, except (i) *county waste*, and (ii) waste which is beneficially reused in the *landfill facility*. The term "waste which is beneficially reused" shall have the same meaning stated in the preceding paragraph with respect to Part Two of the variable host fee.

Part One and Part Two of the variable host fee shall be paid to the County for its sole use. Part Three of the variable host fee shall be paid by the Company to the chartered municipalities within Meriwether County who are

participants in the *solid waste plan*. The Company shall disburse Part Three of the variable *host fee* to those municipalities on a pro-rata basis based on the population living within the incorporated limits of each municipality according to the latest available U.S. census data for each municipality.

16.3 Payment of the Variable Host Fees. Payment of the *variable host fee(s)* shall be made by the Company before the last day of the month following the end of each calendar quarter with respect to all waste received at the *landfill facility* during the preceding calendar quarter for which the *variable host fees* are payable. With the payment of the *variable host fees* the County shall be provided a reconciliation showing the total number of tons of solid waste accepted for disposal at the *landfill facility* during the preceding calendar quarter for which the variable *host fees* are payable.

The payment of the *fixed and variable host fee(s)* are in lieu of any other fees, surcharges or other monetary amounts payable to the County with respect to the disposal of solid waste in the *landfill facility* during the term of this Agreement other than the fees for recyclables and landfill gas described in Sections 8 and 14 of this Agreement, and shall be deemed to include any future increase in Part 1 of the *variable host fee* by any amendment to O.C.G.A. § 12-8-39(d).

16.4 Adjustment Of The Variable Host Fee. On the second anniversary of the *commencement date* and every two years thereafter Part Two of the variable *host fee* shall be increased based upon the increase in the Consumer Price Index-Southern Region City Average All Urban Consumers – All Items (1982-1984 = 100) as published by the U.S. Department of Labor, Bureau of Labor Statistics for the month prior to each succeeding biennial anniversary of the *commencement date*, provided the increase shall be capped on a biennial basis at an amount no more than four percent above the previous applicable amount of Part Two of the variable *host fee*.

16.5 Resolution of Disputes Regarding The Variable Host Fee. In the event of any unresolved disputes between the Company and the County regarding payment of the *variable host fee(s)*, they agree to first attempt to resolve the disputes by negotiation between an authorized representative of the Company and an authorized representative of the Board of Commissioners.

If any such dispute cannot be settled by negotiation either party shall be able to submit the dispute to binding arbitration upon written notice to the other party. The parties agree that such submission shall be within ninety (90) days of the last attempt at negotiation so that information regarding the dispute will not become stale.

Upon receipt of notice of demand for arbitration each party shall select an arbitrator within thirty (30) days. The parties may name any person as arbitrator who is admitted to practice as a member in good standing of the State Bar of Georgia and qualified to serve as an arbitrator. The two named arbitrators shall name a third arbitrator who also shall be a member in good standing with the State Bar of Georgia and qualified to serve as an arbitrator. The three chosen arbitrators will conduct the arbitration in Meriwether County under the rules of arbitration as applicable under O.C.G.A. 9-9-1 et seq. which Rules shall apply to the results of the arbitration award.

17. WASTE SERVICES TO THE COUNTY.

During the term of this Agreement (as defined in Section 18), following the *commencement date*, subject to earlier termination of this Agreement by either party, and subject to sufficient waste disposal capacity remaining in the *landfill facility*, the Company will provide the following solid waste services to the County:

17.1 The Company guarantees that it will accept and have sufficient capacity for disposal at the *landfill facility* permitted municipal solid waste

defined herein as *county waste*, provided that *county waste* accepted for disposal at the *landfill facility* expressly excludes any amount of solid waste collected by any person or entity at or from any generator or location outside the geographic boundaries of the County other than that portion of Talbot County located within the City of Manchester. The County and municipalities therein, or their waste collection contractors who utilize the *landfill facility* for the disposal of *county waste*, shall be invoiced by the Company on a monthly basis at the tipping fee for *county waste* described in Section 17.2.

17.2 Subject to the terms of 17.3 below, the Company will accept *county waste* for disposal for a tipping fee of twenty-two ($22.00) dollars per ton, inclusive of Part One of the *variable host fee(s)*. The county tipping fee shall be subject to biennial increases based upon the increase in the Consumer Price Index-Southern Region City Average All Urban Consumers – All Items (1982-1984 = 100), as published by the U.S. Department of Labor, Bureau of Labor Statistics for the month prior to each biennial anniversary of the *commencement date*, provided that the increase in this CPI-adjusted tipping fee shall be capped at an amount no more than four per cent above the previous applicable tipping fee rate. If the CPI is no longer available, then a comparable replacement index will be used subject to approval by mutual agreement of the parties, provided that the increase shall not be more than four percent above the previous applicable tipping fee rate. In addition to the CPI adjustment, the tipping fee for *county waste* may be adjusted by the Company from time to time due to changes in rules, regulations, taxes, fees, or assessments provided the adjustment is both reasonable and related to the changes described. This adjustment is subject to approval by the County which approval shall not be unreasonably withheld, provided that the increase shall not be more than four percent above the previous tipping fee rate. Any dispute over the reasonableness of the adjustment or its causal relation to changes in rules, regulations, taxes fees, or assessments shall be resolved in the manner

described in Paragraph 16.5. The County and the Company agree that the tipping fee for disposal of *county waste* in the *landfill facility* as adjusted in accordance with the terms of this Section 17.2 shall remain in force and effect after the *commencement date* during the initial thirty-year term of this Agreement. The County agrees that during any additional term of this Agreement as provided in Section 18, *county waste* will be accepted for disposal in the *landfill facility* at the then prevailing tipping fee for disposal of municipal solid waste in the *landfill facility* from other sources.

17.3 Waste generated by any County litter abatement program shall be disposed of at no cost, not including any waste for which any amount of disposal fee or cost has been paid to any contractor or other third party which is in the business of waste transportation, and not including *C & D Waste* from construction or demolition projects.

17.4 Tipping fees for any solid waste that requires special handling shall be determined by the Company in its sole discretion, whether or not the waste is generated in the County or within any municipality located within the County.

17.5 After the *commencement date*, if the Company decides to accept commercial *C & D Waste* for disposal at the *landfill facility* from any source, then the *tipping fee* for such *commercial C&D Waste* shall be payable on the terms and in the amounts determined by the Company in its reasonable discretion. Notwithstanding the foregoing, the *tipping fee* for *C & D Waste* resulting from the construction, remodeling or demolition of any building(s) owned or operated by the County or municipalities located therein ("County C & D Waste"), whether such waste is collected by the County or those municipalities directly or for a fee by a private contractor, shall be $20 per ton at the *landfill facility*. The *tipping fee* for County *C & D Waste* shall be subject to annual increases based upon the increase in the Consumer Price Index and

capped on a biennial basis and adjusted for changes in rules, regulations, taxes, fees or assessments in the same manner as provided in Section 17.2.

17.6 To the extent that O.C.G.A. 36-60-13 or Art. IX, Sec. V, Para. 1 of the Constitution of Georgia are deemed to apply to any payment or debt obligation of the County or any municipality with respect to disposal of *county waste* under this Agreement, the provisions of O.C.G.A. 36-60-13(a) shall apply to and be incorporated by reference in the Sections of this Agreement that relate to the disposal of *county waste*, and the County's Agreement for disposal of *county waste* in the *landfill facility* shall run from year to year and shall be subject to termination by the County as the close of each calendar year. The County and the Company agree that the parties' agreement for disposal of *county waste* in the *landfill facility* as provided herein will automatically renew on an annual basis from the *commencement date* unless the County takes affirmative action not to renew such agreement for disposal of *county waste*.

17.7 The County agrees to cease operation of the existing County waste transfer station no later than ninety (90) days after the *commencement date*.

18. TERM OF THIS AGREEMENT.

The Term of the Original Host Agreement is hereby amended to provide that the term of this Amended and Restated Host Agreement shall commence on the date this Agreement is executed by the parties and shall continue for a period of Thirty (30) Years from the date of execution, unless sooner terminated by the provisions of this Agreement or the *landfill facility* no longer has remaining waste disposal capacity. This Agreement shall be extended for an additional term of up to ten (10) years provided the Company demonstrates that capacity remains for use of the *landfill facility* for an additional period of time. Such additional term shall expire sooner than ten years in the event the

landfill facility no longer has adequate waste disposal capacity. Following expiration of the term including any additional term, or the earlier termination of this Agreement, the Company shall have no further obligations to the County except as expressly provided herein with respect to maintenance of the closed *landfill facility* and sale of landfill gas.

19. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

19.1 Representations, Warranties and Covenants of the County. The County represents, warrants, and agrees as follows:

(a) the County is validly existing as a political subdivision in good standing under the laws of the State of Georgia, and the County through its Board of Commissioners has full power and authority to enter into this Agreement and to perform all obligations hereunder;

(b) the County has determined that it is in the public interest of the citizens of the County to enter into this Agreement, the County's Board of Commissioners has duly authorized the execution and delivery of this Agreement and the County's performance of the obligations contained herein, and this Agreement constitutes a valid and legally binding obligation of the County enforceable in accordance with its terms;

(c) there is no action, suit, or other legal proceeding pending or threatened against or affecting the County which would adversely affect the transactions contemplated herein, other than those mutually known to the parties;

(d) the execution, delivery and performance of this Agreement by the County will not result in a violation of or conflict with any ordinance, agreement, judgment, decree, order, statute, rule, or governmental regulation to which the County is a party or by which the County is bound; and

(e) subject to the Company's indemnity obligations for costs of defense contained in Section 25 of this Agreement the County will defend any claim or suit in which the County is named as a defendant, and the County will cooperate and assist the Company in defending any claim or suit in which the Company is named as a defendant, if such claim or suit seeks to invalidate this Agreement or any right of the Company or obligation of the County provided in this Agreement.

19.2 Representations, Warranties and Covenants of the Company. The Company represents, warrants, and agrees as follows:

(a) it has been duly organized under the laws of the State of Alabama, and is and will continue to be throughout the term of the Agreement qualified to do business in the State of Georgia, and the Company has all requisite corporate power and authority to enter into and fully perform this Agreement;

(b) the Company's execution and delivery of this Agreement and performance of its obligations contained herein have been duly authorized by all necessary corporate action on the part of the Company, and this Agreement is enforceable against the Company in accordance with its terms; and

(c) there is no action, suit, or legal proceeding pending or threatened against or affecting the Company wherein any decision would materially and adversely affect the transactions contemplated herein.

20. INSURANCE AND FINANCIAL RESPONSIBILITY.

20.1 Beginning no later than the commencement of construction of the *landfill facility*, and continuing so long as this Agreement remains in effect and such insurance coverage remains reasonably available, the Company will carry liability insurance insuring the Company against claims arising out of the

Company's operations at the *landfill facility*, as follows: (a) public liability insurance in the sum of at least Five Million ($5,000,000.00) Dollars insuring the Company against property damage claims arising out of the Company's operation of the *landfill facility*, including as available third-party environmental damage or contamination claims resulting from the landfill operation; (b) commercial general liability insurance coverage with combined single limits of no less than One Million ($1,000,000.00) Dollars each occurrence and Two Million ($2,000,000.00) Dollars aggregate; and (c) commercial automobile liability insurance with limits of no less than One Million ($1,000,000.00) Dollars combined single limit for bodily injury and property damage. In addition, the Company will carry an umbrella liability policy with limits of no less than Five Million ($5,000,000.00) Dollars. Such liability insurance shall be carried with an insurance company or companies licensed to do business and in good standing in the State of Georgia. The Company shall furnish the County with copies of the declaration page of each policy referred to above and proof of payment of premium.

20.2 The Company shall comply with all applicable State or Federal laws or regulations now or hereafter enacted with respect to financial responsibility for closure and post-closure care of the *landfill facility*. The Company shall provide to the County a copy of the financial responsibility documentation provided by the Company to the State of Georgia. Upon final approval of a financial responsibility instrument for the *landfill facility* by the State of Georgia, the Company will provide to the County all approved financial responsibility documentation and State approvals.

20.3 The Company shall cause the County to be named as an additional insured on all insurance policies required in this section.

21. FORCE MAJEURE.

From and after the *commencement date*, in the event the Company or the County is rendered unable, wholly or in part, by an event of *force majeure* to carry out any of its obligations under this Agreement, the obligations of the Company or the County may be suspended during the continuation of any inability so caused by the event of *force majeure*, but for no longer period. At any time the Company or the County intends to rely upon an event of *force majeure* to suspend obligations as provided in this Section, the Company or the County shall notify the other party to this Agreement as soon a reasonably practicable, describing in reasonable detail the circumstances of the event of *force majeure*, and notice shall again be given when the event of *force majeure* has ceased.

22. ASSIGNMENT.

22.1 The Company shall have the right to assign this Agreement and all rights and obligations of the Company hereunder to any corporation or other person or entity upon written notice to the County. Any such assignment of this Agreement shall be subject to (a) the County's right to require that the proposed assignee provide documentation demonstrating financial viability sufficient to demonstrate financial ability to carry out the terms of this Agreement, and (b) approval of the assignment of the Permit for the *landfill facility* by EPD, including a final determination by EPD that the proposed assignee satisfies the requirements in O.C.G.A. § 12-8-23.1(a)(3)(B), and (c) acknowledgement by the assignee of its agreement to comply with all terms of the *solid waste plan* regarding its operation of the *landfill facility*. The County further agrees that a change of control of the Company through a sale or merger will not require assignment of this Agreement, provided the County

shall have the right to require satisfaction of the requirements in (a) and (b) above, as well as binding assurance that all rights, duties, and responsibilities set forth in this Agreement shall remain in full force and effect.

22.2 In the event of any assignment or transfer of this Agreement, this Agreement shall thereafter remain in full force and effect, the assignee or transferee will assume all rights, obligations and liabilities of the Company to the County under this Agreement, and the term "Company" as used herein will apply in all respects to such assignee. The Company's obligations for fixed *host fee(s)* in Section 16.1 of this Agreement shall not be abrogated by an assignment of this Agreement or merger of the Company.

22.3 The Company will have the right to delegate its responsibilities under this Agreement to qualified independent contractors for the performance of all or any part of the Company's obligations hereunder; provided that, notwithstanding any such delegation, the Company will in all cases remain liable to the County for the performance of its obligations hereunder. In the event the Company proposes to enter into a lease or operating agreement for the *landfill facility*, the County shall have the right to require that the lessee or operator satisfy the requirements in (a) and (b) in paragraph (1) of this Section.

23. DEFAULT AND REMEDIES.

23.1 Default. An event of default shall mean a breach of this Agreement by the Company or the County, which breach is not cured pursuant to this paragraph. A "breach" shall mean a material failure of a party to comply with a material provision or obligation of this Agreement which results in a material harm, damage, or injury to the other party. Each party shall in the case of any breach of this Agreement either (a) cure the breach within sixty (60) days of receipt of written notice from the non-breaching party, or (b) continuously demonstrate within such cure period that it is actively and

continuously pursuing a course of action which can reasonably be expected to lead to a curing of the breach, and in such case the sixty-day period will be extended for so long as the breaching party is actively and continuously pursuing such a course. Notwithstanding the foregoing, in the event of a failure of any party to this Agreement to pay the other party or parties any dollar amount required to be paid when due hereunder, the cure shall consist of payment to be made within fifteen (15) days of written demand from the non-breaching party, together with interest accruing at the legal rate from the date the payment originally was due.

23.2 Remedies. In the event of a default under this Agreement, the non-defaulting party, upon five (5) days prior written notice to the defaulting party, shall have the right but not the obligation or duty to cure such default, including the right to offset the costs of curing the default against any sums due or which become due to the defaulting party under this Agreement. If an event of default occurs in the payment obligations of either party and is not cured in the manner allowed hereunder, then this Agreement shall continue in force, and the non-defaulting party shall have the right to take whatever action it deems necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement. Subject to the provisions of Section 21 with respect to events of *force majeure*, if the Company during the Term of this Agreement after the *commencement date* is unable, for any reason not caused or contributed to by the County, to accept *county waste* as provided in Section 17.1 for a continuous period of three (3) business days, and the County is therefore required to dispose of *county waste* at some other solid waste disposal facility, then the Company agrees to reimburse the County for the actual costs of disposal of the County Waste at such other solid waste disposal facility, but only if and for so long as the *landfill facility* is unable to accept *county waste* for disposal.

24. TERMINATION OF AGREEMENT.

24.1 The Company will have the right to terminate this Agreement at any time upon occurrence of any of the following events: (a) Georgia EPD fails or refuses to issue, grant, or renew any permit, license, consent, authorization, or approval required by the Company for the construction or operation of the *landfill facility*, or if a final solid waste handling permit for the *landfill facility* is not received by the Company within sixty (60) months of the execution of this Agreement; (b) if any permit, license, consent, authorization or approval expires relating to the construction, operation or closure of the *landfill facility*; (c) EPD permanently suspends, rescinds, revokes or terminates any such permit, license, consent, authorization or approval; (d) the Company determines that the *landfill facility* cannot economically or feasibly continue to be operated for reason(s) other than described in this Section, provided that the Company may not use this provision in any manner to request modifications to the terms of this Agreement; (e) a change occurs in any applicable law, regulation, rule, ordinance, or permit condition, or in the interpretation or enforcement thereof, or any new law, regulation, rule, ordinance or permit condition is imposed or takes effect, the impact of which will adversely affect the ability of the Company, financial or otherwise, to construct, operate, or continue to operate the *landfill facility* or otherwise perform under this Agreement; (f) any order, judgment, action or determination of the *EPD* or any federal, state or local court, agency or governmental body is entered which will adversely affect the ability of the Company, financial or otherwise, to construct, operate, continue to operate of modify the *landfill facility*, or to otherwise perform its material obligations under this Agreement; (g) an event of *force majeure* or other event or other circumstance occurs and continues unabated for a period of 180 days which in the Company's sole discretion renders the continued operation of the *landfill facility* unfeasible for any reason; (h) a

2

default of this Agreement is committed by the County that is not cured per the terms of this Agreement; and (i) the County or any county official in an official capacity or with authorization of the Meriwether County Board of Commissioners brings, aids, supports, or participates in any legal proceeding seeking to invalidate this Agreement. If the termination of this Agreement by the Company occurs subsequent to the *commencement date* for a reason described in (c) or (d) of this paragraph, the Company agrees that it will continue to provide the County assurance of disposal capacity for county waste on the same terms as provided in Section 17, in the *landfill facility* or at a permitted and qualified alternative waste disposal facility, for a period of two (2) years from the date of the Company's notice of termination.

24.2 Subject to the provisions of paragraph 6 of this Section, the County shall have the right to terminate this Agreement in the event a default of this Agreement is committed by the Company. The County shall also have the right at its election to terminate the disposal of *county waste* in the *landfill facility* upon sixty (60) days written notice to the Company.

24.3 Any termination of this Agreement shall be by written notice of termination to the other party setting forth in detail its reasons for termination, which shall be effective twenty (20) days after the date of delivery of said notice of termination. In the event the Georgia EPD or any other local, state, or federal court, agency, or body having authority over the *landfill facility* orders or requires the *landfill facility* to immediately cease permanent operation or to be permanently closed for any reason, then this Agreement may be terminated by the Company immediately in writing without the necessity for such notice.

24.4 Termination of this Agreement will not release the Company from any obligation imposed by state law or regulation upon the Company between the *commencement date* and the expiration or termination of this Agreement, or release the Company from liability for closure and post-closure responsibilities under those laws or regulations.

24.5 Upon termination of this Agreement, the Company will be liable for all *host fees*, if any, accrued and payable pursuant to Section 16 of this Agreement as of the date of receipt by either party of a notice of termination, or any amounts accrued and payable to the County as recyclable fees or landfill gas fees, if any.

24.6 The County acknowledges that any termination of this Agreement by the County shall not preclude or limit any right of the Company to permit, construct, operate, or continue to operate the *landfill facility* as allowed by applicable law, the same as if this Agreement had never been executed.

25. INDEMNIFICATION.

Except to the extent caused by or resulting from the negligence or willful misconduct of the County, or any of its then current commissioners, officers, or employees, or caused by or resulting from breach by the County of any agreement, representation, or warranty of the County contained in this Agreement, the Company agrees to indemnify and hold harmless the County, including its commissioners, officers, and employees (collectively the "County Indemnitees"), from and against any loss, claim, suit, cause of action, liability, penalty, fine, demand, or damages, and related costs and expenses instituted against the County Indemnitees or any County Indemnitee in a court of law (including costs of defense, any monetary settlement, and reasonable attorney's fees and expenses of litigation) ("indemnified costs"), caused by or resulting from (a) any negligent or willful act or omission of the Company, its agents, employees, or contractors in connection with the Company's development, construction, or operation of the Facility, or (b) breach by the Company of any of the agreements, representations, warranties, or covenants of the Company contained in this Agreement, or (c) arising from the existence of this Agreement

or actions of the County pursuant to the County's obligations under this Agreement. The Company will reimburse the County Indemnitees for indemnified costs with forty-five (45) days from receipt of a request for reimbursement along with a copy of the invoice and proof of payment by the County. The County Indemnitees agree they will employ legal counsel, experts and other professionals only when reasonably necessary, that such professionals retained by the County shall be qualified for such legal proceedings and the issues therein, and that such professionals shall be retained by the County at rates that are reasonable and consistent with prevailing market rates for the nature of the services provided. Nothing herein shall or is intended to limit or abrogate the ability and the obligation of the County or other County Indemnitee to assert sovereign immunity or any other governmental defense, or any other defense under law, in or to any claim or suit described herein. The County agrees that the Company's obligations in this Section shall not be applicable to any legal action brought by the Company to defend this Agreement against a legal action or threatened legal action which seeks to invalidate, amend, or repeal this Agreement in which it is necessary for the County or any County Indemnitee to be named as a party in order for the Company to obtain adequate declaratory or injunctive relief.

26. MISCELLANEOUS.

26.1 The Company will pay all ad valorem taxes on the *landfill property* and the *contiguous parcels* so long as owned by the Company. The County agrees that it will assess the land value only as required by State law, and that the County will not impose or assess on or against the Company or the *landfill property* or the *contiguous parcels*, whether developed or undeveloped, any special taxes, fees, charges, or surcharges that do not apply to comparable industrial and commercial property and facilities in the County.

26.2 To the extent allowed by law, all vehicles and equipment owned by the Company and based at the *landfill facility* will be registered and taxed in the usual manner in Meriwether County.

26.3 The Company agrees that it will provide access to the *landfill facility* and appropriate literature for field trips by classes of students from the public school system or other schools located in the County who are studying environmental sciences or similar studies. All such field trips shall be requested and coordinated with the Company by appropriate authorized school officials.

26.4 The Company agrees that the *landfill facility* shall be the only solid waste disposal facility operated by the Company in the County during the term of this Agreement because of the anticipated capacity to fulfill the County's waste disposal needs.

26.5 The parties agree that the County may make such changes to its *solid waste plan* regarding landfills as it deems necessary so long as such changes do not impair or alter any rights granted to the Company by the terms of this Agreement or the *landfill facility's* solid waste handling permit or applicable solid waste laws and regulations. The County agrees that any changes to the *solid waste plan* pertaining specifically to the *landfill facility* must be agreed to by the Company.

26.6 Because the *landfill facility* will provide sufficient capacity for the disposal of all *county waste* for the term of this Agreement, the parties agree that, at such time as the *solid waste plan* is amended or updated by the County, the *solid waste plan* shall provide that the *landfill facility* during the term of this Agreement will be the only facility in the County for disposal of municipal solid waste. The Company will notify the County when the *landfill facility* has an estimated five (5) years of remaining disposal capacity, and the County may undertake to permit or allow a new municipal solid waste disposal

facility in the County upon expiration of this Agreement in order to insure continuous disposal of *county waste.*

26.7 The Company agrees to implement a Property Value Protection program for real properties in the vicinity of the *landfill facility* in accordance with the provisions contained in the document attached to this Agreement as Appendix 1.

27. MERIWETHER PARK DEVELOPMENT.

The County acknowledges that the Company is seeking to develop within the contiguous parcels a mixed use planned community for industrial and commercial development and uses to be known as Meriwether Park, that the real property proposed for the Meriwether Park development has been properly zoned by the County for such use, and that such development of land within the contiguous parcels is consistent with the policies and goals of the Meriwether County Comprehensive Plan. The County recognizes that the successful development of Meriwether Park for such uses will provide economic, fiscal, and employment benefits to the County and its citizens and, therefore, that the County has a public interest in promoting and assisting that development. Therefore, upon reasonable request from the Company, and to the extent allowed by applicable law, the County agrees to cooperate in the following respects to enable the Company's development of Meriwether Park, provided that the County by this agreement of cooperation is not agreeing to commit, budget, or provide County funds or revenues to or for the Meriwether Park project:

(a) By assisting the Company and any public or private entity proposing to provide water, sanitary sewer, natural gas, or utility services to Meriwether Park to obtain easements or other right of use in County road

right-of-ways or other County property as reasonably necessary for installation of those services and utilities to the Meriwether Park development.

(b) By assisting the Company or any governmental or other public or private entity proposing to provide the services or utilities described in paragraph (a) to apply for and receive all governmental grants that may be available for the development or provision of those services and utilities to the Meriwether Park development.

(c) By undertaking all reasonable efforts upon request of any such governmental or other public entity, in accordance with the provisions and procedures outlined in O.C.G.A. § 36-70-1, *et seq.* for local government cooperation and agreement for implementation of local government service delivery strategy, to reach agreement with such governmental or public entity proposing to provide the services or utilities described in paragraph (a) allowing the extension of suitable municipal water supply, sanitary sewer, and/or natural gas lines and connections within the County in order to provide those essential services in an adequate capacity for development and use of the Meriwether Park project. The Company agrees to seek to obtain all or a portion of the public water supply necessary for development and use of the Meriwether Park project from the public water system operated by the Town of Lone Oak, subject to agreement by the Town of Lone Oak to provide those services on reasonable terms at its standard rates for other users, and subject to the Lone Oak water system having sufficient facilities and capacity to provide adequate water supply for the project.

(d) If suitable water and sanitary sewer service cannot reasonably be obtained from a public or private provider of those services, to give prompt and lawful consideration to any request from the Company for permits and approvals required from the County for the installation and operation of an on-site water supply system and/or sewage treatment system within the

Meriwether Park project at a capacity sufficient to serve the anticipated needs of the Meriwether Park development.

(e) To consider any reasonable request or proposal from any industrial or commercial business or company proposing to locate an industrial or commercial development project in Meriwether Park for local property tax or other local incentives typical for similar proposed industrial or commercial development projects.

(f) To request approval and funding from the Georgia Department of Transportation for the development and construction at the earliest feasible time of an interstate frontage road, to be located off Highway 54 and approximately parallel to Interstate 85, to provide alternate access to the Meriwether Park project and other transportation benefits to the County, provided that, if required by the Georgia Department of Transportation as a condition for final approval and funding of the frontage road project, and if such final approval and funding is granted within five (5) years from the date of this Agreement, the Company shall agree to donate a corridor of land within the boundaries of the Meriwether Park development with a maximum right-of-way of 125 feet to allow for development and construction of the frontage road. The proposed location of this frontage road is substantially as shown in Exhibit B to this Agreement.

(g) To allow the use of County Line Road as a public entrance and access way to and within the Meriwether Park development. The County and the Company agree that within a reasonable time following public announcement of the first commitment from an industrial or commercial user to locate in the Meriwether Park project, the Company shall have the right, at its expense, to cause County Line Road to be paved (to Meriwether County road standards and specifications) from the intersection of County Line Road with State Highway 54 to the point of entrance on County Line Road to the site of such proposed development and, if desired by the Company in its sole

discretion, beyond that point of entrance bordering additional property within the Meriwether Park project.

28. NOTICES.

All notices or other communications to be given hereunder shall be in writing and may be given by personal delivery or by registered or certified United States Mail, return receipt requested, properly addressed as follows:

To the Company:	Greenbow, LLC 2600 East South Boulevard Suite 300 Montgomery, Alabama 36116 Attention: Mr. Ernest Kaufmann
With a copy to:	Robert C. Norman, Jr., Esquire Jones, Cork & Miller, LLP Post Office Box 6437 Macon, Georgia 31208-6437
To the County:	Meriwether County Board of Commissioners Chairperson 100 North Court Square Greenville, Georgia 30222 Attention: Chairperson
With a copy to:	The Meriwether County Attorney

Change of address by 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 personally delivered, or if such notice is sent by registered or certified United States mail as provided above, upon the third regular business date following the day on which such notice is deposited with the United States Postal Service or upon actual delivery as shown by a return receipt, whichever first occurs.

29. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

30. SEVERABILITY.

In the event 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. The parties further agree that in lieu of any material term or provision held to be invalid, illegal or unenforceable, there shall be added by mutual consent as part of this Agreement an alternative term or provision (to such invalidated term or provision) as shall be valid, legal and enforceable. If the term of this Agreement should for any reason be held to be invalid, illegal, or unenforceable in any respect, then the term of this Agreement shall automatically be the maximum valid and legal period of time allowed by applicable law.

31. BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

32. CONSTRUCTION.

This Agreement is the result of joint negotiations and authorship and, therefore, no part of this Agreement shall be construed as the product of any one of the parties hereto.

33. BANKRUPTCY NOTICE.

The Company shall provide the County with written notice of any bankruptcy filing within twenty-four (24) hours of such filing.

34. FURTHER ASSURANCE.

The parties each agree to cooperate in good faith to enter into such amendments or addenda to this Agreement as shall be reasonably necessary to carry out the purposes of this Agreement.

35. TIME.

Time is of the essence of this Agreement. Notwithstanding this provision, the County acknowledges that the period of time necessary for the Company to obtain a final solid waste handling permit for the *landfill facility* and for the construction and commencement of operation of the *landfill facility* is uncertain and not within the control of the Company.

36. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement and understanding between the Company and the County and, unless otherwise specifically

provided, cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, between the parties with respect to the subject matter hereof. No changes, amendments, alterations, or modifications to this Agreement will be effective unless in writing and signed by the parties hereto.

37. COUNTERPARTS.

This Agreement may be executed in two (2) counterparts each of which will be considered an original.

38. AUTHORITY OF PARTIES.

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

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

COMPANY:
GREENBOW, LLC

By: Ernest C Kaufmann
Name: Ernest C Kaufmann II
Title: CEO
Date of Execution: 5/22/07
Attest: Lawrence Fitzpatrick
Managing Member

MERIWETHER COUNTY, GEORGIA

By: _____

Name: Charles L. Neely

Title: Chairperson, Meriwether County Board of Commissioners

Date of Execution: 5/22/07

Attest: Beverly Thomas

[COUNTY SEAL]

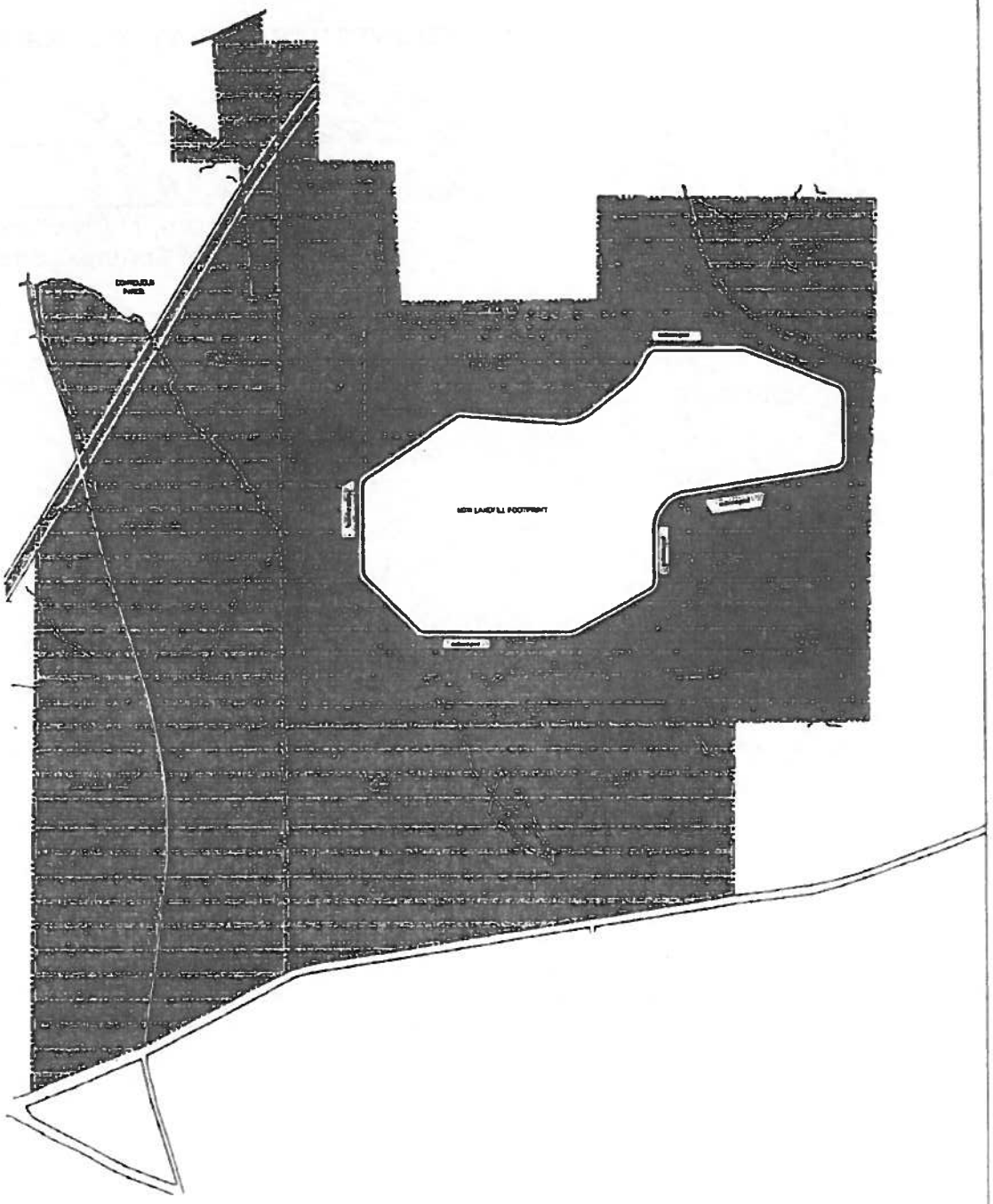


EXHIBIT A TO AMENDED
AND RESTATED HOST AGREEMENT
CONCEPTUAL FACILITY
MASTER PLAN

E

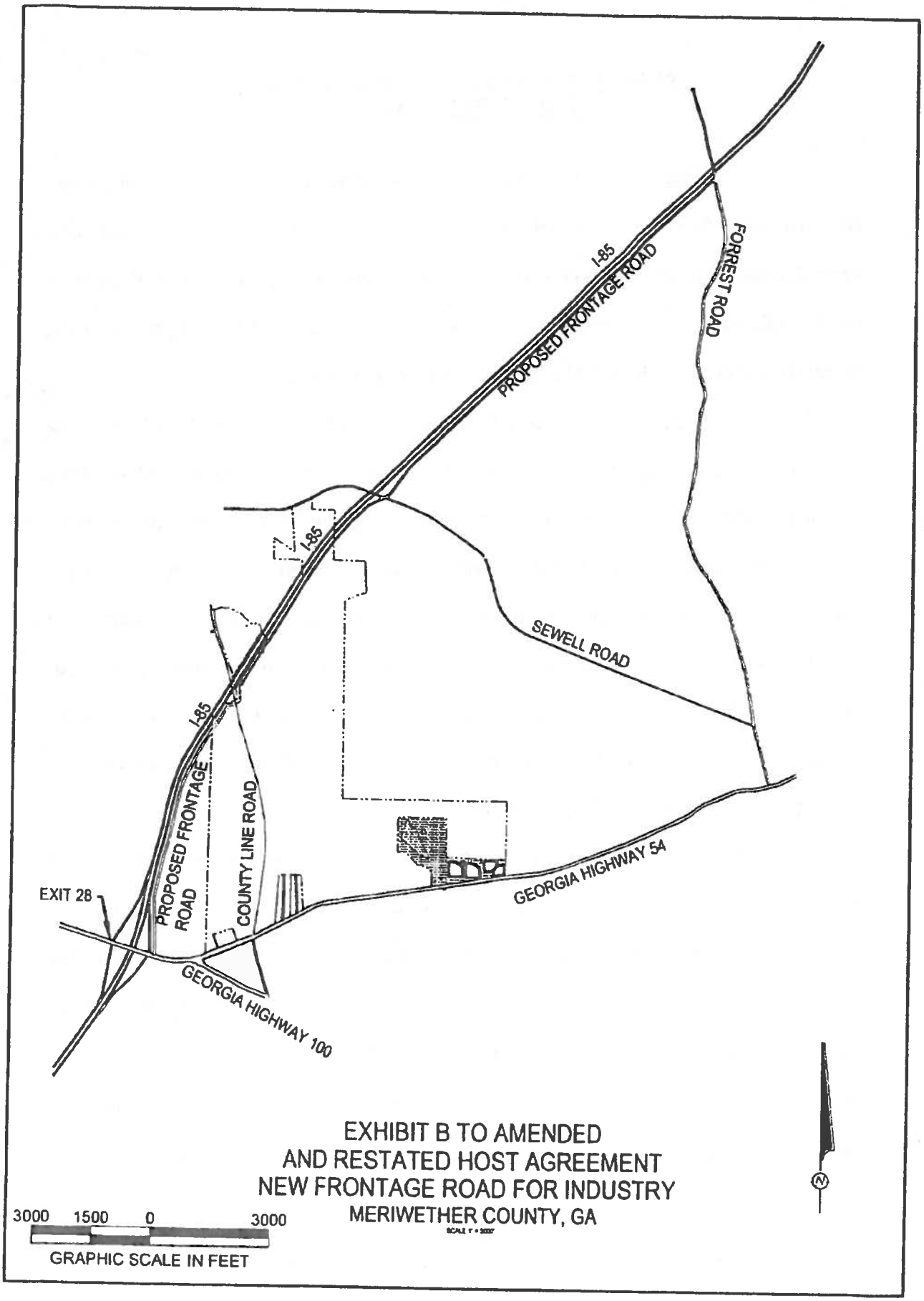


EXHIBIT B TO AMENDED
AND RESTATED HOST AGREEMENT
NEW FRONTAGE ROAD FOR INDUSTRY
MERIWETHER COUNTY, GA

PROPERTY VALUE ASSURANCE PROGRAM
TURKEY RUN LANDFILL

1. Effective Date. This Property Value Assurance Program ("the Program") shall take effect when the Company (as defined in the Host Agreement) has received all final, non-appealable approvals and permits necessary for the construction and operation of the Turkey Run Landfill solid waste disposal facility in Meriwether County (the Landfill Facility), and the initial construction of the Landfill Facility is completed for receipt of waste.

2. Eligibility. The Program will be available to property owners who hold legal title to residential real property located in Meriwether County within a one-mile radius of the permitted boundaries of the Landfill Facility as of the date of the Company's receipt of all County Approvals as provided in the Host Agreement (the "Eligibility Date"). As used herein, residential real property means property consisting of no more than twenty (20) acres which as of the Effective Date contains a personal residence occupied or leased by the property owner, or which on the Effective Date is zoned and intended by the owner for residential use if a residence has not yet been constructed. Eligibility to participate in the Program will not be transferable to a subsequent purchaser after the Eligibility Date.

3. Participation in Program. On or about the Effective Date, the Company will provide written notice (by certified mail) to each eligible property owner of the right to participate in this Program, the Effective Date, and the requirements for participation in the Program. The property owner may elect to participate in the Program by notifying the Company in writing, no later than ninety (90) days of the date of such notification from the Company, that the property owner desires to participate in the Program. The property owner (hereinafter the "Participant") at the same time of such notification shall provide the Company with a copy of the

deed or other legal instrument demonstrating his or her legal ownership of the property including a legal description. A property owner who fails to timely elect to participate in the Program in this manner will not be eligible to participate.

4. Sale of Property. If an eligible property owner during the Term of the Program, as defined below, desires to sell his or her eligible property, the property owner must notify the Company in writing and provide the Company with a written appraisal of the property, performed by a qualified appraiser having at least five (5) years of appraisal experience and having no current or former relationship with the Company or the property owner. If the Company disagrees with the appraised value of the property, then it may obtain a second, independent appraisal of the property, at the Company's expense. If the second appraisal results in an appraised value of the property which is less than the first appraisal by more than five percent (5%) of the first appraisal value, then the average of the two appraisals will constitute the fair market value of the property.

5. Property Value Protection. To be eligible for the property value protection provided under the Program, the Participant's property (a) must be offered or listed for sale by the Participant at a price no less than the appraised fair market value as determined by the above-referenced appraisal obtained by the Participant, and (b) the property must be sold to a bona fide purchaser for value, meaning a third party not related by blood, marriage, or business association to the eligible property owner, with whom the Participant enters into a good faith, arms length agreement for sale and purchase of the property for a bona fide price. Upon sale of the property to a bona fide purchaser, the Participant shall furnish the Company complete and accurate copies of any sales contract and all closing documents pertaining to the sale, including the deed or other legal instrument transferring title to the property to the purchaser. If the Participant sells his or

ε

her property and the actual sales price is less than the fair market value of the property as determined under paragraph 4, then the Company will reimburse the Participant for the difference between such actual sales price as shown in the closing documents and that fair market value. \

6. Term of Program. This Program shall remain in effect for a period of twenty (20) years from the Effective Date. No property owner shall have any rights under the Program after that termination date, unless the Company has received from the property owner prior to that date both the written notification of sale and a property appraisal as required by paragraph 4.

7. Release. Each Participant by and through his or her election to participate in the Program agrees that such participation will be in lieu of any complaint, claim, or demand alleging that the value of the Participant's property has been damaged or diminished due to the presence or operation of the Landfill Facility. In consideration for the benefits of participation in this Program, the property owner shall execute a waiver and release of all rights to assert any such complaint, claim, demand, or suit against the Company.

State of Georgia
Department of Natural Resources
ENVIRONMENTAL PROTECTION DIVISION

PERMIT

SOLID WASTE HANDLING

Permit No: 099-019D(MSWL) Date: December 21, 2007

Permittee: Greenbow, LLC

Address: 2600 East South Boulevard, Suite 300

Montgomery, Alabama 36116

In accordance with the provisions of the Georgia Comprehensive Solid Waste Management Act, and the Rules promulgated pursuant thereto, this permit is issued for the following operation:

Meriwether County – Greenbow, LLC Turkey Run Municipal Solid Waste Landfill located approximately 1.5 miles north of the town of Lone Oak on Highway 54 (Latitude 33°10'40" Longitude 84°50'50").

This permit is conditioned upon the permittee complying with the attached conditions of operation, which are hereby made a part of this permit.

All statements and supporting data submitted to the Environmental Protection Division of the Georgia Department of Natural Resources have been evaluated, considered and relied upon in the issuance of this permit.

This permit is now in effect; however, under Georgia Law it is subject to appeal for thirty (30) days following issuance, and is subject to modification or revocation on evidence of noncompliance with any of the provisions of the Georgia Comprehensive Solid Waste Management Act, or any of the Rules promulgated pursuant thereto; or with any representation made in the above mentioned application or the statements and supporting data entered therein or attached thereto; or with any condition of this permit.

Carol A. Couch, Ph.D., Director
Environmental Protection Division

Permit No: 098-019D(MSWL) Date: December 21, 2007

Issued to: Greenbow, LLC

Conditions for Municipal Solid Waste Landfill (Page 2 of 4):

10. The facility shall be graded and drained to minimize runoff onto the municipal solid waste landfill, to prevent erosion and to drain water from the surface of the municipal solid waste landfill.

11. Scattering of wastes by wind shall be controlled by fencing or other barriers and the entire facility shall be policed daily.

12. Suitable measures to control fires shall be provided in accordance with the Rules Section 391-3-4-.07. Stockpiled soil is considered to be the most satisfactory fire fighting material.

13. All erosion control and sedimentation control best management practices proposed for the solid waste handling facility, including the recycling area, shall conform to the Erosion and Sediment Control Act and Rules and be protective of ground and surface water.

14. The disposal facility shall be operated in such a manner as to prevent air, water, or land pollution as well as public health hazards or nuisances at all times.

15. The permittee shall fully satisfy all applicable financial responsibility requirements for closure in accordance with Rule 391-3-4-13. The permittee shall thereafter maintain compliance with all requirements of this section of the Rules. If a funded trust is used to satisfy the financial responsibility requirements for this site, at no point shall the area of the disposal facility that has received waste and has not been closed exceed that area which could be properly closed using the funds available in the trust.

16. In accordance with O.C.G.A. 12-8-39(a) and (b), the Permittee shall provide a mechanism to collect a cost reimbursement fee upon each ton or the volume equivalent of a ton of municipal solid waste received at the municipal solid waste disposal facility regardless of its source. A minimum of $1.00 per ton or volume equivalent of the cost reimbursement fee shall be paid into a local restricted account and shall be used for solid waste management purposes only.

17. In accordance with O.C.G.A. 12-8-39(e), the permittee shall assess and collect, on behalf of the Division, from each disposer of waste a surcharge per ton of solid waste disposed. Surcharges assessed and collected shall be due to the Division on the first day of July of each year.

18. The permittee shall maintain compliance with the Rules by accomplishing the following activities according to these specific dates:

    a) The permittee shall compile and submit quarterly reports of all solid waste disposed at the facility no later than the 30th day after the beginning of

Permit No: 099-019D(MSWL) Date: December 21, 2007

Issued to: Greenbow, LLC

Conditions for Municipal Solid Waste Landfill (Page 3 of 4):

each calendar quarter in accordance with Solid Waste Rule 391-3-4-.17(1).

b) The permittee shall report on July 1 of each year the remaining capacity of the facility, the rate of filling, and the estimated completion date of the facility, in accordance with Solid Waste Rule 391-3-4-.17(3).

19. The permittee shall maintain and keep records at or near the facility in accordance with Solid Waste Rule 391-3-4-.07(3)(u).

20. The solid waste handling facility, including the recycling area, shall not be located in wetlands, as defined by the U.S. Corps of Engineers, unless evidence is provided to the Director, by the applicant, that use of the wetlands has been permitted or otherwise authorized under all other applicable state and federal laws and rules. The owner or operator must place a demonstration of compliance in the operating record and notify the Director that it has been placed in the operating record.

21. The permittee shall obtain all applicable local, state, and federal approvals for the unnamed creek crossing for the access road and leachate collection system piping leading to the leachate collection and recycling area. If any approvals cannot be obtained, an alternate route avoiding the stream crossing must be submitted and approved prior to construction.

22. This permit shall become null and void if construction of the permitted disposal facility has not commenced within one year from the effective date or if the permitted disposal operation has not commenced within two years from the effective date.

23. Prior to receipt of waste, the EPD shall be provided with written certification, by a professional engineer licensed to practice in Georgia, that the facility has been constructed in accordance with the permit. Unless notified by the EPD within 15 days of receipt by the EPD of the written certification, the facility owner or operator may commence disposal of solid waste.

24. The solid waste handling facility shall not accept regulated quantities of hazardous waste as defined in Chapter 391-3-11, the Rules for Hazardous Waste Management.

25. The recycling facility shall be constructed and operated in accordance with the D&O Plan.

Permit No: 099-019D(MSWL) Date: December 21, 2007

Issued to: Greenbow, LLC

Conditions for Municipal Solid Waste Landfill (Page 4 of 4):

26. Operation and management of recycling area processing shall be under the supervision and control of a responsible individual properly trained in the operation of such processes at all times during operation.

27. Signs shall be posted at the entrance to the Solid Waste Handling Facility, including the recycling area, stating the days and hours of operation and the type of material accepted for processing.

28. No regulated quantities of hazardous waste shall be stored, received or processed at the recycling area.

29. Dust, odor and similar conditions resulting from the recycling area operations shall be controlled at all times.

30. Suitable measures to control fires that may start at the recycling area shall be provided.

31. Prior to receipt of materials at the recycling area, EPD shall be provided with written certification by a professional engineer licensed to practice in Georgia, that the facility has been constructed in accordance with the permit.

32. Washing of vehicles and equipment at the recycling area is prohibited.

33. Concurrent with submission of an annual remaining capacity report for the disposal facility, the permittee shall provide a report to EPD, that provides the following information from the previous calendar year regarding the recycling area:

    a) The total tonnage of materials accepted for processing;
    b) A list of each waste type and its percentage of the total accepted tonnage;
    c) The total tonnage of materials processed and recycled; and
    d) A list of each waste type, and its percentage of the total processed tonnage that was recycled.

Meriwether Co.

AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of January 2000, between Meriwether County, Georgia, acting by and through its board of Commissioners, hereinafter referred to as "The County", and Dependable Waste Services, Inc., hereinafter referred to as Vendor.

WITNESSETH:

For and in consideration of the mutual benefits and promises hereinafter set forth, the parties do mutually agree and covenant as follows:

1.

Upon the approval of Vendor as a franchise according to the ordinances of the County, Vendor shall commence garbage pick up in Meriwether County on March 1, 2000.

2.

County shall allow vendor, by and through this mutual contract, the exclusive use of the County's transfer station. Vendor shall operate the transfer station according to the "Operating Procedures For Transfer Station" attached hereto as Exhibit "A". In addition, Vendor shall be required to operate and maintain sufficient equipment and personnel to handle and dispose of the solid waste deposited at the transfer station.

3.

Vendor agrees that it shall charge the residents of Meriwether County $12.25 per month per 90 gallon container (or containers) placed or located by the resident with Vendor's approval. The collection of the amount owed to Vendor from each resident shall be the sole responsibility of Vendor.

Vendor agrees that the price stated above shall remain in force for a period of one year from the date of execution. The parties agree that this contract is binding for a period of (4) four years with the price being negotiated each year and any increase being based on the number of subscribers and customers.

The parties acknowledge and agree that in order for Vendor to offer this initial price, without knowing the numbers of subscribers or customers, Vendor is relying upon the county to pay the cost of printing and mailing incurred for the establishment of this service. Vendor shall be responsible for the labor and cost of door to door notification and solicitation.

In addition, the County will pay to Vendor $10,000 on or before March 1, 2000, as the cost of Vendor providing recycling for the life of this contract and Vendors' educational services to the public.

4.

Vendor shall receive as further consideration (3) three garbage trucks (94 White (Volvo) Front Loader VIN 7680, 94 Peterbuilt Front Loader VIN 0567, 98 Peterbuilt Front Loader VIN 0810) and all of the County's dumpster with transfers of title to all such items to vendor. Vendor shall provide attractive, sufficiently marked recycling bins for (3) three different areas of the County; to be designated by County.

Vendor shall have the duty and responsibility to remove all the dumpsters, within 30 days of March 1, 2000. Vendor shall remove all garbage and waste located at the sites when the dumpsters are removed. The County will be responsible for dumping all dumpsters on February 28th and February 29th of 2000.

5.

Vendor shall maintain liability insurance during the term of this agreement, along with workers compensation insurance. The coverage shall have limits of not less than $500,000.00.

6.

Vendor covenants and agrees that it will save and hold harmless County, its servants, agents, and employees, harmless from any and all suits, actions or claims of any character whatsoever brought on account of any injuries or damages received or sustained by any person or persons or property on account of any negligence or fault of Contractor, its agents, servants, or employees in the performance of the various provisions of this contract.

7.

This contract may be amended, revised or changed by written mutual agreement of the parties herein.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officials and officers, have caused this contract and agreement to be executed in duplicate, this ___ day of 1-18-, 2000.

MERIWETHER COUNTY

BY: [signature] ATTEST: Mew Waldrop

TITLE: Vice Chairman TITLE: County Administrator

DEPENDABLE WASTE SERVICES, INC.

BY: Doyle W. Matter ATTEST: Debbie S. Flournoy

TITLE: President TITLE: Clerk, B.O.C.

City of Warm Springs

Dependable Waste Services, Inc.
502 Hwy. 109 E., Meansville, GA 30256
P.O. Drawer C, Barnesville, GA 30204
P.O. Box 8, Brooks, GA 30205

Phone 770-567-1733/770-719-9184
Fax 770-567-4037

CONTRACT

This agreement made and entered into on this 9th day of November 1998, by and between The City of Warm Springs, Georgia, hereinafter referred to as "City", and Dependable Waste Services, Inc., hereinafter referred to as "Company,"

WITNESSETH:

WHEREAS, the City is desirous of securing the services of the Company to operate a waste hauling service for the City, and WHEREAS, the Company desires to provide the operation of a waste hauling service for the City;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS:

1.1 BULKY WASTE - Stoves, refrigerators, water heaters, automobile parts, washing machines, furniture, and other waste materials other than construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for approved containers.

1.2 COMMERCIAL ENTITY - A business entity within the service area which uses a commercial load or rear-load container to dispose of its refuse.

1.3 CONSTRUCTION DEBRIS - Waste building materials resulting from construction, remodeling, repair of demolition operations.

1.4 DEAD ANIMALS - Animals or portions there of equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.

1.5 GARBAGE - Any or all dead animals less than ten (10) pounds in weight except those slaughtered from human consumption; every accumulation of waste (animal, vegetable, and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish,

fowl, birds, fruits, grains, or other animal or vegetable matter, including, but by no way of limitation, used tin cans and other food containers; and all perishable or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents.

1.6 HAZARDOUS WASTE - Any chemical, compound, mixture, substance, or article which is designated by the United States Environmental Protection Agency or appropriate agency of the state to be "hazardous" as that term is defined by or pursuant to Federal or State law or regulations.

1.7 LIGHT COMMERCIAL ENTITY - A business entity within the service area which uses a 96-gallon residential cart (s) provided by the Company to dispose of its refuse.

1.8 PRODUCER - An occupant of a Residential Unit within the service area who generates waste.

1.9 REFUSE - This term shall refer to garbage as generated at a Residential Unit or Commercial Entity unless the context otherwise requires.

1.10 RESIDENTIAL UNIT - A dwelling within the service area as hereinafter defined, occupied by a person or group of persons. A residential unit shall be deemed occupied when water services, either public or private, are being supplied thereto. Each unit of an apartment or condominium dwelling, whether of single or multi-level construction shall be treated as a residential unit. On any one collection day, the Company will collect from each residential unit, all garbage in approved container.

1.11 SERVICE AREA - All residential units, light commercial entities and commercial entities in the City.

2. <u>TERM:</u>

The term of this agreement shall begin on November 18, 1998 (Commencement Date) and continue through midnight October 17, 2001, provided however, that the term of this agreement shall automatically extend without further action of the parties for an additional term of <u>two</u> years each, unless, not less than ninety (90) days before the termination of the then current term, one party advises the other in writing of its desire to terminate the Agreement at the conclusion of the then current term of the agreement.

3. SERVICE:

The services to be provided by the Company hereunder shall be for the once a week curbside collection of all household garbage generated by the Residential Units in the Service Area. The collection equipment being used to service the City of Warm Springs will be capable of servicing both residential and commercial accounts, therefore, the tonnage reports will be true and accurate. Solid waste tonnage reports will be provided on a monthly basis.

In order to maintain a litter-free commercial district, the service level of the commercial and light commercial accounts will be monitored by the Company to ensure an accurate level of service is provided. Commercial and light commercial accounts with an overflow of waste will be brought to the attention of the City. The overflow waste will be collected until the City has been notified and the service level has been increased.

4. NEWLY DEVELOPED AND ANNEXED AREAS:

The Company shall within thirty (30) days of notification by the City, provide solid waste collection services of the same frequency and quality required by the company to newly developed and annexed areas. As new homes are constructed and occupied in the city, the Company shall, after proper notification by the City, provide solid waste services as required by the Contract on the next scheduled day of collection following notification. The Company shall be responsible for notifying the City of all collection locations being serviced which do not appear on the billing register.

5. POINT OF CONTACT:

All dealings, contacts, etc. between the Company and the City shall be directed by the Company to the City Mayor or the City Mayor's designee.

6. HOURS AND DAYS OF OPERATION:

Residential and commercial service will be provided to the City on Wednesday. Residential collection of refuse shall not begin before 6:00 a.m. each day. Commercial collection of refuse shall not begin before 5:00 a.m. Garbage collection shall be allowed on all weekdays and Saturdays. Exceptions to collection hours shall be effected only upon the approval of the City Mayor or the City

Mayor's designee. The following holidays may be observed by the Company:

New Year's Day Thanksgiving Day

Christmas Day

The Company may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday. The Company shall be responsible for publicizing (and the expense of publishing) any changes in collection schedules due to observance of the above holidays. Proper publicizing includes the purchasing of advertising from newspaper serving the affected area.

7. EXTRAORDINARY MATERIALS:

Hazardous wastes, body wastes, abandoned vehicles, vehicle parts, rubbish/trash, bulky waste, construction debris, large equipment and parts, and dead animals will not be collected by the Company under the terms of this contract.

8. OFFICE:

The Company shall maintain an office or such facilities through which it may be contacted by telephone. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m., Monday through Friday. All collection equipment will be radio equipped to ensure constant communication.

9. RATES:

As compensation for service to Residential Units, the City shall pay the Company the sum of seven dollars and eighty-five cents ($7.85) per month per residential unit and/or household (based on Meriwether County's disposal rate of $1.50 per ton) or nine dollars and five cents ($9.05) per month per residential unit and/or household (based on Dependable Waste's disposal rate), and due on the 15th of each month. As compensation for service to Commercial Units, the City shall pay the Company the sum of one dollar and seventy-nine cents ($1.79) per cubic yard per pick-up per month (based on Meriwether County's disposal rate of $1.50 per ton) or one dollar and eighty-nine cents ($1.89) per cubic yard per pick-up per month (based on Dependable Waste's disposal rate) as measured by the capacity of the rear-loader commercial container provided, and due on the 15th of each month. As compensation for service to Light Commercial Units, the City shall pay the Company the sum of ten dollars and twenty-five cents ($10.25) per month per 96-gallon container

(based on Meriwether County's disposal rate of $1.50 per ton) based on once-a-week service or eleven dollars and fifty cents ($11.50) per month per 96-gallon container (based on Dependable Waste's disposal rate) based on once-a-week service, and due on the 15th of each month. The Compensation payable by the City to the Company shall be annually adjusted by the same percentage as the Consumer Price Index for Urban Wage Earners and Clerical Workers for All Items - U.S. city average, [published by the Bureau of Labor Statistics, U.S. Department of Labor, 1967 = 100 ("C.P.I.")] shall have increased or decreased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. The initial rate adjustment shall take effect on the first anniversary date of the Commencement Date, and rate adjustments for succeeding contract years shall take effect on the successive anniversary dates of the Commencement Date during each succeeding year throughout the term hereof. Monthly payments due by the City to the Company shall be adjusted to compensate for such annual rate increases.

All Waste collected by the Company shall be disposed of by the Company at a disposal facility permitted and approved by the State of Georgia.

The Company shall be entitled to an increase in compensation to offset any increase in disposal and fuel costs at the current, or any approved landfill used for disposal during the term hereof. Documentation of such increases shall be submitted to the City at its request. The Company also shall be entitled to an increase in its service rate to offset any increased costs associated with longer haul distance if the parties select an alternate landfill for disposal. In addition, in the event the Company becomes liable for or is required to collect and/or pay any governmental tax or surcharge upon collection or disposal of such garbage, such tax or surcharge shall be the responsibility of the City to be paid along with the Company's normal monthly compensation.

Increases in the Company's compensation for the above-stated reasons shall be limited to a combined increase of five percent (5%) per year. This limitation, however, shall not apply to rate increases due to increases to offset any governmental tax or surcharge on the hauling or disposal of the waste covered by this Contract.

10. INDEMNITY:

The Company shall indemnify the City against any claims, actions, or suits including court costs and reasonable attorney fees arising out of the Company's negligent or willful misconduct in providing the services herein required or in the Company's operation of its equipment in connection with the performance of such services.

11. DISPOSAL:

All waste collected by the Company shall be disposed of by the Company at a landfill approved by the City and permitted by the State of Georgia. the disposal charges applicable to the garbage, which is the subject matter of this Contract, is included within the compensation.

12. FORCE MAJEURE:

From and after the Commencement Date, the Company's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by an Act of God or such other cause or causes beyond the reasonable control of the Company unless such cause or causes is a result of action or non-action by the Company.

13. PERMITS, LICENSES AND TAXES:

The Company shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect. The Company shall promptly pay all taxes required by local, state, and federal laws.

14. MODIFICATION:

This Contract constitutes the entire Contract and understanding between the parties hereto and it shall not be considered, modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

15. COMPLIANCE:

The Company shall conduct operations under this Contract in compliance with all applicable laws provided, however, that the terms of this Contract shall govern the obligations of the Company where conflicting ordinances exist.

16. LAW TO GOVERN:

This Contract shall be governed by the laws of the State of Georgia both as to interpretation and performance.

17. SERVICE INQUIRIES:

The Company shall give all complaints prompt and courteous attention. In the case of alleged missed scheduled collection, the Company shall investigate and if such allegations are verified, shall arrange for collection within twenty-four (24) hours of the time the complaint was received.

18. NOTIFICATION OF CUSTOMERS:

The Company shall notify the City and all customers about service inquiry procedures, regulations and days of collection.

19. COMPANY PERSONNEL:

The Company shall assign a qualified person or persons to be in charge of its performance of this Contract. The Company's collection employees shall wear a uniform shirt bearing the Company name. Each employee shall at all times carry a valid drivers license for the type of vehicle he/she is driving. The Company shall provide operating and safety training for all personnel. No person shall be denied employment by the Company for reasons of age, race, sex, creed or religion or national origin.

20. TERMINATION:

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, the other party may: a) Terminate this agreement as of any date which the said party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; b) cure the breach or default at the expense of the breaching or defaulting party; and/or c) have recourse to any other right or remedy to which it may be entitled by law, including,

but not limited to, the right for all damage or loss suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

21. EXCLUSIVE CONTRACT:

The Company shall have the sole and exclusive franchise license and privilege to provide solid waste collection and removal services for and on behalf of the City. The Company shall not assign its interest in this contract to any other party without express written consent of the Mayor and Council of the City of Warm Springs.

22. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original on the day and in the year first above mentioned.

CITY OF WARM SPRINGS

BY

HAZEL RAMSEY, MAYOR

DERON HICKS, MAYOR PRO-TEM

FRANK ANDREWS, COUNCIL PERSON

MARGARET LONG, COUNCIL PERSON

GERRI THOMPSON, COUNCIL PERSON

MYRTLE WHITE, COUNCIL PERSON

WITNESS

11-9-98

DATE

DEPENDABLE WASTE SERVICES, INC.

BY

OWNER/OPERATOR

OWNER/OPERATOR

OWNER/OPERATOR

OWNER/OPERATOR

WITNESS

11/9/98

DATE

City of Greenville

Dependable Waste Services, Inc.

270 County Farm Rd., Zebulon, GA 30295
P.O. Box 1308, Zebulon, GA 30295

Phone 770-567-1733/770-719-9184
Fax 770-567-4037

CONTRACT

This agreement made and entered into on this 23 day of March, 2000, by and between The City of Greenville, Georgia, hereinafter referred to as "City", and Dependable Waste Services, Inc., hereinafter referred to as "Company,"

WITNESSETH:

WHEREAS, the City is desirous of securing the services of the Company to operate a waste hauling service for the City, and WHEREAS, the Company desires to provide the operation of a waste hauling service for the City;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS:

1.1 BULKY WASTE - Stoves, refrigerators, water heaters, automobile parts, washing machines, furniture, and other waste materials other than construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for approved containers.

1.2 COMMERCIAL ENTITY - A business entity within the service area which uses a commercial load or rear-load container to dispose of its refuse.

1.3 CONSTRUCTION DEBRIS - Waste building materials resulting from construction, remodeling, repair of demolition operations.

1.4 DEAD ANIMALS - Animals or portions there of equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.

1.5 GARBAGE - Any or all dead animals less than ten (10) pounds in weight except those slaughtered from human consumption; every accumulation of waste (animal, vegetable, and/or other matter) that results from the preparation, processing, consumption, dealing in,

handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter, including, but by no way of limitation, used tin cans and other food containers; and all perishable or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents.

1.6 HAZARDOUS WASTE - Any chemical, compound, mixture, substance, or article which is designated by the United States Environmental Protection Agency or appropriate agency of the state to be "hazardous" as that term is defined by or pursuant to Federal or State law or regulations.

1.7 LIGHT COMMERCIAL ENTITY - A business entity within the service area which uses a 96-gallon residential cart (s) provided by the Company to dispose of its refuse.

1.8 PRODUCER - An occupant of a Residential Unit within the service area who generates waste.

1.9 REFUSE - This term shall refer to garbage as generated at a Residential Unit or Commercial Entity unless the context otherwise requires.

1.10 RESIDENTIAL UNIT - A dwelling within the service area as hereinafter defined, occupied by a person or group of persons. A residential unit shall be deemed occupied when water services, either public or private, are being supplied thereto. Each unit of an apartment or condominium dwelling, whether of single or multi-level construction shall be treated as a residential unit. On any one collection day, the Company will collect from each residential unit, all garbage in approved container.

1.11 SERVICE AREA - All residential units, light commercial entities and commercial entities in the City.

2. <u>TERM:</u>

The term of this agreement shall begin on April 17 2000 (Commencement Date) and continue through midnight April 16 2003, provided however, that the term of this agreement shall automatically extend without further action of the parties for an additional term of <u>two</u> years each, unless, not less than ninety (90) days before the termination of the then current term, one party

advises the other in writing of its desire to terminate the Agreement at the conclusion of the then current term of the agreement.

3. SERVICE:

The services to be provided by the Company hereunder shall be for the once a week curbside collection of all household garbage generated by the Residential Units in the Service Area. The collection equipment being used to service the City of Greenville will be capable of servicing both residential and commercial accounts, therefore, the tonnage reports will be true and accurate. Solid waste tonnage reports will be provided on a monthly basis.

In order to maintain a litter-free commercial district, the service level of the commercial and light commercial accounts will be monitored by the Company to ensure an accurate level of service is provided. Commercial and light commercial accounts with an overflow of waste will be brought to the attention of the City. The overflow waste will be collected until the City has been notified and the service level has been increased.

4. NEWLY DEVELOPED AND ANNEXED AREAS:

The Company shall within seven (7) days of notification by the City, provide solid waste collection services of the same frequency and quality required by the company to newly developed and annexed areas. As new homes are constructed and occupied in the city, the Company shall, after proper notification by the City, provide solid waste services as required by the Contract on the next scheduled day of collection following notification. The Company shall be responsible for notifying the City of all collection locations being serviced which do not appear on the billing register.

5. POINT OF CONTACT:

All dealings, contacts, etc. between the Company and the City shall be directed by the Company to the City Mayor or the City Mayor's designee.

6. HOURS AND DAYS OF OPERATION:

Residential and commercial service will be provided to the City on Friday. Residential collection of refuse shall not begin before 6:00 a.m. each day. Garbage collection shall be allowed on all weekdays

and Saturdays in the event the regularly scheduled pickup day should fall on a holiday. Exceptions to collection hours shall be effected only upon the approval of the City Mayor or the City Mayor's designee. The following holidays may be observed by the Company:

New Year's Day Thanksgiving Day

Christmas Day

The Company may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday. The Company shall be responsible for publicizing (and the expense of publishing) any changes in collection schedules due to observance of the above holidays. Proper publicizing includes the purchasing of advertising from newspaper serving the affected area.

7. EXTRAORDINARY MATERIALS:

Hazardous wastes, body wastes, abandoned vehicles, vehicle parts, rubbish/trash, bulky waste, construction debris, large equipment and parts, and dead animals will not be collected by the Company under the terms of this contract.

8. OFFICE:

The Company shall maintain an office or such facilities through which it may be contacted by telephone. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m., Monday through Friday. All collection equipment will be radio equipped to ensure constant communication.

9. RATES:

As compensation for service to Residential Units, the City shall pay the Company the sum of eleven dollars ($11.00) per month per residential unit and/or household, and due on the 15th of each month. As compensation for service to Commercial Units, the City shall pay the Company the sum of fifty-five dollars ($55.00) per 4-yard dumpster, sixty-five dollars ($65.00) per 6-yard dumpster, and seventy-five dollars ($65.00) per 8-yard dumpster, and due on the 15th of each month. As compensation for service to Light Commercial Units, the City shall pay the Company the sum of fourteen dollars ($14.00) per month per 96-gallon container based on once-a-week service, and due on the 15th of each month.

The Compensation payable by the City to the Company shall be annually adjusted by the same percentage as the Consumer Price Index for Urban Wage Earners and Clerical Workers for All Items - U.S. city average, [published by the Bureau of Labor Statistics, U.S. Department of Labor, 1967 = 100 ("C.P.I.")] shall have increased or decreased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. The initial rate adjustment shall take effect on the first anniversary date of the Commencement Date, and rate adjustments for succeeding contract years shall take effect on the successive anniversary dates of the Commencement Date during each succeeding year throughout the term hereof. Monthly payments due by the City to the Company shall be adjusted to compensate for such annual rate increases.

All Waste collected by the Company shall be disposed of by the Company at a disposal facility permitted and approved by the State of Georgia.

The Company shall be entitled to an increase in compensation to offset any increase in disposal and fuel costs at the current, or any approved landfill used for disposal during the term hereof. Documentation of such increases shall be submitted to the City at its request. The Company also shall be entitled to an increase in its service rate to offset any increased costs associated with longer haul distance if the parties select an alternate landfill for disposal. In addition, in the event the Company becomes liable for or is required to collect and/or pay any governmental tax or surcharge upon collection or disposal of such garbage, such tax or surcharge shall be the responsibility of the City to be paid along with the Company's normal monthly compensation.

Increases in the Company's compensation for the above-stated reasons shall be limited to a combined increase of five percent (5%) per year. This limitation, however, shall not apply to rate increases due to increases to offset any governmental tax or surcharge on the hauling or disposal of the waste covered by this Contract.

10. INDEMNITY:

The Company shall indemnify the City against any claims, actions, or suits including court costs and reasonable attorney fees arising out of the Company's negligent or willful misconduct in providing the services herein required or in the Company's operation of its equipment in connection with the performance of such services.

11. DISPOSAL:

All waste collected by the Company shall be disposed of by the Company at a landfill approved by the City and permitted by the State of Georgia. The disposal charges applicable to the garbage, which is the subject matter of this Contract, is included within the compensation.

12. FORCE MAJEURE:

From and after the Commencement Date, the Company's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by an Act of God or such other cause or causes beyond the reasonable control of the Company unless such cause or causes is a result of action or non-action by the Company.

13. PERMITS, LICENSES AND TAXES:

The Company shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect. The Company shall promptly pay all taxes required by local, state, and federal laws.

14. MODIFICATION:

This Contract constitutes the entire Contract and understanding between the parties hereto and it shall not be considered, modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

15. COMPLIANCE:

The Company shall conduct operations under this Contract in compliance with all applicable laws provided, however, that the terms of this Contract shall govern the obligations of the Company where conflicting ordinances exist.

16. LAW TO GOVERN:

This Contract shall be governed by the laws of the State of Georgia both as to interpretation and performance.

17. SERVICE INQUIRIES:

The Company shall give all complaints prompt and courteous attention. In the case of alleged missed scheduled collection, the Company shall investigate and if such allegations are verified, shall arrange for collection within twenty-four (24) hours of the time the complaint was received.

18. NOTIFICATION OF CUSTOMERS:

The Company shall notify the City and all customers about service inquiry procedures, regulations and days of collection.

19. COMPANY PERSONNEL:

The Company shall assign a qualified person or persons to be in charge of its performance of this Contract. The Company's collection employees shall wear a uniform shirt bearing the Company name. Each employee shall at all times carry a valid driver's license for the type of vehicle he/she is driving. The Company shall provide operating and safety training for all personnel. No person shall be denied employment by the Company for reasons of age, race, sex, creed or religion or national origin.

20. TERMINATION:

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, the other party may: a) Terminate this agreement as of any date which the said party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence

curing; b) cure the breach or default at the expense of the breaching or defaulting party; and/or c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right for all damage or loss suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

21. <u>EXCLUSIVE CONTRACT:</u>

The Company shall have the sole and exclusive franchise license and privilege to provide solid waste collection and removal services for and on behalf of the City. The Company shall not assign its interest in this contract to any other party without express written consent of the Mayor and Council of the City of Greenville.

22. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original on the day and in the year first above mentioned.

CITY OF GREENVILLE	DEPENDABLE WASTE SERVICES, INC.
BY	BY
RUBYE J. BYRD, MAYOR	OWNER/OPERATOR
KATRINA FLYNN, MAYOR PRO-TEM	OWNER/OPERATOR
WITNESS	WITNESS
3/23/00	3/23/00
DATE	DATE

City of Luthersville

Dependable Waste Services, Inc.

270 County Farm Rd., Zebulon, GA 30295
P.O. Box 1308, Zebulon, GA 30295

Phone 770-567-1733/770-719-9184
1-877-567-4033
Fax 770-567-4037

CONTRACT

R.J.J.

This agreement made and entered into on this 14th day of June, 2000, by and between The City of Luthersville, Georgia, hereinafter referred to as "City", and Dependable Waste Services, Inc., hereinafter referred to as "Company,"

WITNESSETH:

WHEREAS, the City is desirous of securing the services of the Company to operate a waste hauling service for the City, and WHEREAS, the Company desires to provide the operation of a waste hauling service for the City;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS:

1.1 BULKY WASTE - Stoves, refrigerators, water heaters, automobile parts, washing machines, furniture, and other waste materials other than construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for approved containers.

1.2 COMMERCIAL ENTITY - A business entity within the service area which uses a commercial load or rear-load container to dispose of its refuse.

1.3 CONSTRUCTION DEBRIS - Waste building materials resulting from construction, remodeling, repair of demolition operations.

1.4 DEAD ANIMALS - Animals or portions there of equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.

1.5 GARBAGE - Any or all dead animals less than ten (10) pounds in weight except those slaughtered from human consumption; every accumulation of waste (animal, vegetable,

and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter, including, but by no way of limitation, used tin cans and other food containers; and all perishable or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents.

1.6 **HAZARDOUS WASTE** - Any chemical, compound, mixture, substance, or article which is designated by the United States Environmental Protection Agency or appropriate agency of the state to be "hazardous" as that term is defined by or pursuant to Federal or State law or regulations.

1.7 **LIGHT COMMERCIAL ENTITY** - A business entity within the service area which uses a 96-gallon residential cart (s) provided by the Company to dispose of its refuse.

1.8 **PRODUCER** - An occupant of a Residential Unit within the service area who generates waste.

1.9 **REFUSE** - This term shall refer to garbage as generated at a Residential Unit or Commercial Entity unless the context otherwise requires.

1.10 **RESIDENTIAL UNIT** - A dwelling within the service area as hereinafter defined, occupied by a person or group of persons. A residential unit shall be deemed occupied when water services, either public or private, are being supplied thereto. Each unit of an apartment, condominium dwelling, or mobile home unit within a mobile home park, whether of single or multi-level construction shall be treated as a residential unit. On any one collection day, the Company will collect from each residential unit, all garbage in approved container.

1.11 **SERVICE AREA** - All residential units, light commercial entities and commercial entities in the City.

1.12 **BROWN AND WHITE GOODS** - Brown Goods are household items such as sofas, chairs, mattress sets, etc. White Goods are household appliances such as refrigerators, stoves, washing machines, dryers, hot water heaters, etc.

2. **TERM:**

The term of this agreement shall begin on July 1, 2000 (Commencement Date) and continue through midnight December 31, 2000, provided however, that the term of this agreement shall automatically extend without further action of the parties for an additional term of three years each, unless, not less than ninety (90) days before the termination of the then current term, one party advises the other in writing of its desire to terminate the Agreement at the conclusion of the then current term of the agreement.

3. **SERVICE:**

The services to be provided by the Company hereunder shall be for the once a week curbside collection of all household garbage generated by the Residential Units and selected Light Commercial Businesses in the Service Area. Brown and White Goods will be picked up on the last Saturday of each month and will need to be scheduled prior to pickup. Each household is allowed one (1) item at no additional cost to residents. The collection equipment being used to service the City of Luthersville will be capable of servicing both residential and light commercial accounts, therefore, the tonnage reports will be true and accurate. Solid waste tonnage reports will be provided on a monthly basis.

In order to maintain a litter-free commercial district, the service level of the light commercial accounts will be monitored by the Company to ensure an accurate level of service is provided. Light commercial accounts with an overflow of waste will be brought to the attention of the City. The overflow waste will be collected until the City has been notified and the service level has been increased.

4. **NEWLY DEVELOPED AND ANNEXED AREAS:**

The Company shall within seven (7) days of notification by the City, provide solid waste collection services of the same frequency and quality required by the company to newly developed and annexed areas. As new homes are constructed and occupied in the city, the Company shall, after proper notification by the City, provide solid waste services as required by the Contract on the next

scheduled day of collection following notification. The Company shall be responsible for notifying the City of all collection locations being serviced which do not appear on the billing register.

5. **POINT OF CONTACT:**

All dealings, contacts, etc. between the Company and the City shall be directed by the Company to the City Mayor or the City Mayor's designee.

6. **HOURS AND DAYS OF OPERATION:**

Residential and commercial service will be provided to the City on Tuesday. Residential collection of refuse shall not begin before 6:00 a.m. each day. Commercial collection of refuse shall not begin before 6:00 a.m. Garbage collection shall be allowed on all weekdays and Saturdays. Exceptions to collection hours shall be effected only upon the approval of the City Mayor or the City Mayor's designee.

The following holidays may be observed by the Company:

New Year's Day Thanksgiving Day

Christmas Day

The Company may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday. The Company shall be responsible for publicizing (and the expense of publishing) any changes in collection schedules due to observance of the above holidays. Proper publicizing includes the purchasing of advertising from newspaper serving the affected area.

7. **EXTRAORDINARY MATERIALS:**

Hazardous wastes, body wastes, abandoned vehicles, vehicle parts, rubbish/trash, bulky waste, construction debris, large equipment and parts, and dead animals will not be collected by the Company under the terms of this contract.

8. **OFFICE:**

The Company shall maintain an office or such facilities through which it may be contacted by telephone. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m., Monday through Friday. All collection equipment will be radio equipped to ensure constant communication.

9. **RATES:**

As compensation for service to Residential Units, the City shall pay the Company the sum of nine dollars and eighty cents ($9.80) per month per residential unit and/or household, and due on the 15th of each month. As compensation for service to Light Commercial Units, the City shall pay the Company the sum of eleven dollars and ($11.00) per month per 96-gallon container based on once-a-week service, and due on the 15th of each month.

The Compensation payable by the City to the Company shall be annually adjusted by the same percentage as the Consumer Price Index for Urban Wage Earners and Clerical Workers for All Items - U.S. city average, [published by the Bureau of Labor Statistics, U.S. Department of Labor, 1967 = 100 ("C.P.I.")] shall have increased or decreased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. The initial rate adjustment shall take effect on the first anniversary date of the Commencement Date, and rate adjustments for succeeding contract years shall take effect on the successive anniversary dates of the Commencement Date during each succeeding year throughout the term hereof. Monthly payments due by the City to the Company shall be adjusted to compensate for such annual rate increases.

All Waste collected by the Company shall be disposed of by the Company at a disposal facility permitted and approved by the State of Georgia.

The Company shall be entitled to an increase in compensation to offset any increase in disposal and fuel costs at the current, or any approved landfill used for disposal during the term hereof. Documentation of such increases shall be submitted to the City at its request. The Company also shall be entitled to an increase in its service rate to offset any increased costs associated with longer haul distance if the parties select an alternate landfill for disposal. In addition, in the event the Company becomes liable for or is required to collect and/or pay any governmental tax or surcharge upon collection or disposal of such garbage, such tax or surcharge shall be the responsibility of the City to be paid along with the Company's normal monthly compensation, provided the City is given at least thirty (30) days notice in advance of said charges.

Increases in the Company's compensation for the above-stated reasons shall be limited to a combined increase of five percent (5%) per year. This limitation, however, shall not apply to rate increases due to increases to offset any governmental tax or surcharge on the hauling or disposal of the waste covered by this Contract.

10. <u>INDEMNITY:</u>

The Company shall indemnify the City against any claims, actions, or suits including court costs and reasonable attorney fees arising out of the Company's negligent or willful misconduct in providing the services herein required or in the Company's operation of its equipment in connection with the performance of such services.

11. <u>DISPOSAL:</u>

All waste collected by the Company shall be disposed of by the Company at a landfill approved by the City and permitted by the State of Georgia. The disposal charges applicable to the garbage, which is the subject matter of this Contract, is included within the compensation.

12. **FORCE MAJEURE:**

From and after the Commencement Date, the Company's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by an Act of God or such other cause or causes beyond the reasonable control of the Company unless such cause or causes is a result of action or non-action by the Company.

13. **PERMITS, LICENSES AND TAXES:**

The Company shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect. The Company shall promptly pay all taxes required by local, state, and federal laws.

14. **MODIFICATION:**

This Contract constitutes the entire Contract and understanding between the parties hereto and it shall not be considered, modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

15. **COMPLIANCE:**

The Company shall conduct operations under this Contract in compliance with all applicable laws provided, however, that the terms of this Contract shall govern the obligations of the Company where conflicting ordinances exist.

16. **LAW TO GOVERN:**

This Contract shall be governed by the laws of the State of Georgia both as to interpretation and performance.

17. **SERVICE INQUIRIES:**

The Company shall give all complaints prompt and courteous attention. In the case of alleged missed scheduled collection, the Company shall investigate and if such allegations are verified, shall arrange for collection within twenty-four (24) hours of the time the complaint was received.

18. **NOTIFICATION OF CUSTOMERS:**

The Company shall notify the City and all customers about service inquiry procedures, regulations and days of collection.

19. COMPANY PERSONNEL:

The Company shall assign a qualified person or persons to be in charge of its performance of this Contract. The Company's collection employees shall wear a uniform shirt bearing the Company name. Each employee shall at all times carry a valid drivers license for the type of vehicle he/she is driving. The Company shall provide operating and safety training for all personnel. No person shall be denied employment by the Company for reasons of age, race, sex, creed or religion or national origin.

20. TERMINATION:

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, the other party may: a) Terminate this agreement as of any date which the said party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; b) cure the breach or default at the expense of the breaching or defaulting party; and/or c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right for all damage or loss suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

21. EXCLUSIVE CONTRACT:

The Company shall have the sole and exclusive franchise license and privilege to provide solid waste collection and removal services for and on behalf of the City. The Company shall not assign its interest in this contract to any other party without express written consent of the Mayor and Council of the City of Luthersville.

22. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original on the day and in the year first above mentioned.

CITY OF LUTHERSVILLE

BY

ROBERT T. TRAMMELL, MAYOR

HARVEY McGRUDER, MAYOR PRO-TEM

MARGARET PARK, COUNCIL PERSON

J. D. NORRIS, COUNCIL PERSON

DANNY SEWELL, COUNCIL PERSON

WITNESS

6/14/00

DATE

DEPENDABLE WASTE SERVICES, INC.

BY

OWNER/OPERATOR

OWNER/OPERATOR

WITNESS

6/14/00

DATE

City of Manchester

Dependable Waste Services, Inc.

270 County Farm Rd., Zebulon, GA 30295
P.O. Box 1308, Zebulon, GA 30295

Phone 770-567-1733/770-719-9184
1-877-567-4033
Fax 770-567-4037

RENEWAL CONTRACT

This agreement made and entered into on this 8th day of Sept, 2003, by and between The City of Manchester, Georgia, hereinafter referred to as "City", and Dependable Waste Services, Inc., hereinafter referred to as "Company."

WITNESSETH:

WHEREAS, the City is desirous of securing the services of the Company to operate a waste hauling service for the City, and WHEREAS, the Company desires to provide the operation of a waste hauling service for the City;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **DEFINITIONS:**

1.1 BULKY WASTE - Stoves, refrigerators, water heaters, automobile parts, washing machines, furniture, and other waste materials other than construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for approved containers.

1.2 COMMERCIAL ENTITY - A business entity within the service area which uses a commercial load or rear-load container to dispose of its refuse.

1.3 CONSTRUCTION DEBRIS - Waste building materials resulting from construction, remodeling, repair of demolition operations.

1.4 DEAD ANIMALS - Animals or portions there of equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use and consumption.

1.5 **GARBAGE AND HOUSEHOLD SOLID WASTE** - Any or all dead animals less than ten (10) pounds in weight except those slaughtered for human use and consumption; every accumulation of waste (animal, vegetable, and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter, including, but by no way of limitation, used tin cans and other food containers; and all perishable or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents; open packaging and other similar waste generated in the household.

1.6 **HAZARDOUS WASTE** - Any chemical, compound, mixture, substance, or article which is designated by the United States Environmental Protection Agency or appropriate agency of the state to be "hazardous" as that term is defined by or pursuant to Federal or State law or regulations.

1.7 **LIGHT COMMERCIAL ENTITY** - A business entity within the service area which uses an approved residential cart (s) provided by the Company to dispose of its refuse.

1.8 **PRODUCER** - An occupant of a Residential Unit within the service area who generates garbage and household solid waste.

1.9 **REFUSE** - This term shall refer to garbage as generated at a Residential Unit or Commercial Entity unless the context otherwise requires.

1.10 **RESIDENTIAL UNIT** - A dwelling within the service area as hereinafter defined, occupied by a person or group of persons. A residential unit shall be deemed occupied when water services, either public or private, are being supplied thereto. Each unit of an apartment or condominium dwelling, whether of single or multi-level construction shall be treated as a residential unit. On any one collection day, the Company will collect from each residential unit, all garbage in approved container.

1.11 SERVICE AREA - All residential units, light commercial entities and commercial entities in the City.

2. TERM:

The term of this agreement shall begin on June 1, 2004 (Commencement Date) and continue through midnight May 31, 2008, provided however, that this agreement may be renewed for unlimited additional terms of two years each, upon either party notifying the other party, in writing, at least ninety (90) days prior to the expiration date of the current term and the parties entering a written renewal agreement.

3. SERVICE:

The services to be provided by the Company hereunder shall be for the once a week curbside collection of all household garbage generated by the Residential Units in the Service Area. The collection equipment being used to service the City of Manchester will be capable of servicing both residential and commercial accounts, therefore, the tonnage reports will be true and accurate. Solid waste tonnage reports will be provided on a monthly basis.

In order to maintain a litter-free commercial district, the service level of the commercial and light commercial accounts will be monitored by the Company to ensure an accurate level of service is provided. Commercial and light commercial accounts with an overflow of waste will be brought to the attention of the City. The overflow waste will be collected until the City has been notified and the service level has been increased.

4. NEWLY DEVELOPED AND ANNEXED AREAS:

The Company shall within seven (7) days of notification by the City, provide solid waste collection services of the same frequency and quality required by the company to newly developed and annexed areas. As new homes are constructed and occupied in the city, the Company shall, after proper notification by the City, provide solid waste services as required by the Contract on the next

scheduled day of collection following notification. The Company shall be responsible for notifying the City of all collection locations being serviced which do not appear on the billing register.

5. **POINT OF CONTACT:**

All dealings, contacts, etc. between the Company and the City shall be directed by the Company to the City Manager or the City Manager's designee.

6. **HOURS AND DAYS OF OPERATION:**

Residential and commercial service will be provided to the City on Monday through Friday. Residential collection of refuse shall not begin before 6:00 a.m. each day. Commercial collection of refuse shall not begin before 3:00 a.m. Garbage collection shall be allowed on all weekdays and Saturdays. Exceptions to collection hours shall be effected only upon the approval of the City Manager or the City Manager's designee. The following holidays may be observed by the Company:

New Year's Day Thanksgiving Day

Christmas Day

The Company may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday. The Company shall be responsible for publicizing (and the expense of publishing) any changes in collection schedules due to observance of the above holidays. Proper publicizing includes the purchasing of advertising from newspaper serving the affected area.

7. **EXTRAORDINARY MATERIALS:**

Hazardous wastes, body wastes, abandoned vehicles, vehicle parts, rubbish/trash, bulky waste, yard debris, construction debris, large equipment and parts, and dead animals will not be collected by the Company under the terms of this contract.

8. **OFFICE:**

The Company shall maintain an office or such facilities through which it may be contacted by telephone. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m., Monday through Friday. All collection equipment will be radio equipped to ensure constant communication.

9. **RATES:**

The current rate for service to Residential Units is eight dollars and sixty-five cents ($8.65) per month per residential unit and/or household, and due on the 15th of each month. The current rate for service to Commercial Units is nine dollar and seventy-three cents ($9.73) per cubic yard per number of pick-ups per week as measured by the capacity of the rear-loader commercial container provided (Example: 8-yard dumpster -- once a week pickup = $9.73 x 8 x 1 = $77.84) (Example: 8-yard dumpster -- twice a week pickup = $9.73 x 8 x 2 = $155.68, etc.), and due on the 15th of each month. The current rate for service to Light Commercial Units is fourteen dollars and sixty-one cents ($14.61) per month per approved container based on once-a-week service (Example: 1 container -- once a week pickup = $14.61 x 1 container x 1 time a week = $14.61) (Example: 1 container -- twice a week pickup = $14.61 x 1 container x 2 times a week = $29.22, etc.), and due on the 15th of each month.

The Compensation payable by the City to the Company shall be annually adjusted by the same percentage as the Consumer Price Index for Urban Wage Earners and Clerical Workers for All Items - U.S. city average, [published by the Bureau of Labor Statistics, U.S. Department of Labor, 1967 = 100 ("C.P.I.")] shall have increased or decreased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. The initial rate adjustment shall take effect on the Commencement Date of the Renewal Contract, and rate

adjustments for succeeding contract years shall take effect on the successive anniversary dates of the Commencement Date during each succeeding year throughout the term hereof. Monthly payments due by the City to the Company shall be adjusted to compensate for such annual rate increases. Documentation of such increases shall be submitted to the City at its request. The Company also shall be entitled to an increase in its service rate to offset any increased costs associated with longer haul distance if the parties select an alternate landfill for disposal. In addition, in the event the Company becomes liable for or is required to collect and/or pay any governmental tax or surcharge upon collection or disposal of such garbage, such tax or surcharge shall be the responsibility of the City to be paid along with the Company's normal monthly compensation.

Increases in the Company's compensation for the above-stated reasons shall be limited to a combined increase of two percent (2%) per year. This limitation, however, shall not apply to rate increases due to increases to offset any governmental tax or surcharge on the hauling or disposal of the waste covered by this Contract.

All Waste collected by the Company shall be disposed of by the Company at a disposal facility permitted and approved by the State of Georgia.

10. **INDEMNITY:**

The Company shall indemnify the City against any claims, actions, or suits including court costs and reasonable attorney fees arising out of the Company's negligent or willful misconduct in providing the services herein required or in the Company's operation of its equipment in connection with the performance of such services.

11. **DISPOSAL:**

All waste collected by the Company shall be disposed of by the Company at a landfill approved by the City and permitted by the State of Georgia. The disposal charges applicable to the garbage, which is the subject matter of this Contract, is included within the compensation.

12. **FORCE MAJEURE:**

From and after the Commencement Date, the Company's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by an Act of God or such other cause or causes beyond the reasonable control of the Company unless such cause or causes is a result of action or non-action by the Company.

13. **PERMITS, LICENSES AND TAXES:**

The Company shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect. The Company shall promptly pay all taxes required by local, state, and federal laws.

14. **MODIFICATION:**

This Contract constitutes the entire Contract and understanding between the parties hereto and it shall not be considered, modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

15. **COMPLIANCE:**

The Company shall conduct operations under this Contract in compliance with all applicable laws provided, however, that the terms of this Contract shall govern the obligations of the Company where conflicting ordinances exist.

16. **LAW TO GOVERN:**

This Contract shall be governed by the laws of the State of Georgia both as to interpretation and performance.

17. **SERVICE INQUIRIES:**

The Company shall give all complaints prompt and courteous attention. In the case of alleged missed scheduled collection, the Company shall investigate and if such allegations are verified, shall arrange for collection within twenty-four (24) hours of the time the complaint was received.

18. **NOTIFICATION OF CUSTOMERS:**

The Company shall notify the City and all customers about service inquiry procedures, regulations and days of collection.

19. **COMPANY PERSONNEL:**

The Company shall assign a qualified person or persons to be in charge of its performance of this Contract. The Company's collection employees shall wear a uniform shirt bearing the Company name. Each employee shall at all times carry a valid drivers license for the type of vehicle he/she is driving. The Company shall provide operating and safety training for all personnel. No person shall be denied employment by the Company for reasons of age, race, sex, creed or religion or national origin.

20. **TERMINATION:**

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, the other party may: a) Terminate this agreement as of any date which the said party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; b) cure the breach or default at the expense of the breaching or defaulting party; and/or c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right for all damage or loss suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

21. **INDEPENDENT CONTRACTOR:**

The Company is an independent contractor acting solely under terms of this agreement to provide solid waste collection and removal services for and on behalf of the City. The Company shall not assign its interest in this contract to any other party without express written consent of the Mayor and Council of the City of Manchester.

22. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original on the day and in the year first above mentioned.

CITY OF MANCHESTER	DEPENDABLE WASTE SERVICES, INC.
BY	BY
CITY MANAGER	OWNER/OPERATOR
WITNESS	OWNER/OPERATOR
9-11-3	
DATE	WITNESS
	September 4th 2003
	DATE

City of Woodbury.

Dependable Waste Services, Inc.

502 Hwy. 109 E., Meansville, GA 30256
P.O. Drawer C, Barnesville, GA 30204
P.O. Box 8, Brooks, GA 30205

Phone 770-567-1733/770-719-9184
Fax 770-567-4037

CONTRACT

This agreement made and entered into on this 18TH day of AUGUST, 1998, by and between The City of Woodbury, Georgia, hereinafter referred to as "City", and Dependable Waste Services, Inc., hereinafter referred to as "Company,"

WITNESSETH:

WHEREAS, the City is desirous of securing the services of the Company to operate a waste hauling service for the City, and WHEREAS, the Company desires to provide the operation of a waste hauling service for the City;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS:

1.1 BULKY WASTE - Stoves, refrigerators, water heaters, automobile parts, washing machines, furniture, and other waste materials other than construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for approved containers.

1.2 COMMERCIAL ENTITY - A business entity within the service area which uses a commercial load or rear-load container to dispose of its refuse.

1.3 CONSTRUCTION DEBRIS - Waste building materials resulting from construction, remodeling, repair of demolition operations.

1.4 DEAD ANIMALS - Animals or portions there of equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.

1.5 GARBAGE - Any or all dead animals less than ten (10) pounds in weight except those slaughtered from human consumption; every accumulation of waste (animal, vegetable, and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish,

fowl, birds, fruits, grains, or other animal or vegetable matter, including, but by no way of limitation, used tin cans and other food containers; and all perishable or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents.

1.6 HAZARDOUS WASTE - Any chemical, compound, mixture, substance, or article which is designated by the United States Environmental Protection Agency or appropriate agency of the state to be "hazardous" as that term is defined by or pursuant to Federal or State law or regulations.

1.7 LIGHT COMMERCIAL ENTITY - A business entity within the service area which uses a 96-gallon residential cart (s) provided by the Company to dispose of its refuse.

1.8 PRODUCER - An occupant of a Residential Unit within the service area who generates waste.

1.9 REFUSE - This term shall refer to garbage as generated at a Residential Unit or Commercial Entity unless the context otherwise requires.

1.10 RESIDENTIAL UNIT - A dwelling within the service area as hereinafter defined, occupied by a person or group of persons. A residential unit shall be deemed occupied when water services, either public or private, are being supplied thereto. Each unit of an apartment or condominium dwelling, whether of single or multi-level construction shall be treated as a residential unit. On any one collection day, the Company will collect from each residential unit, all garbage in approved container.

1.11 SERVICE AREA - All residential units, light commercial entities and commercial entities in the City.

2. <u>TERM:</u>

The term of this agreement shall begin on September 1, 1998 (Commencement Date) and continue through midnight August 31, 2001, provided however, that the term of this agreement shall automatically extend without further action of the parties for an additional term of <u>two</u> years each, unless, not less than ninety (90) days before the termination of the then current term, one party advises the other in writing of its desire to terminate the Agreement at the conclusion of the then current term of the agreement.

3. SERVICE:

The services to be provided by the Company hereunder shall be for the once a week curbside collection of all household garbage generated by the Residential Units in the Service Area. The collection equipment being used to service the City of Woodbury will be capable of servicing both residential and commercial accounts, therefore, the tonnage reports will be true and accurate. Solid waste tonnage reports will be provided on a monthly basis.

In order to maintain a litter-free commercial district, the service level of the commercial and light commercial accounts will be monitored by the Company to ensure an accurate level of service is provided. Commercial and light commercial accounts with an overflow of waste will be brought to the attention of the City. The overflow waste will be collected until the City has been notified and the service level has been increased.

4. NEWLY DEVELOPED AND ANNEXED AREAS:

The Company shall within thirty (30) days of notification by the City, provide solid waste collection services of the same frequency and quality required by the company to newly developed and annexed areas. As new homes are constructed and occupied in the city, the Company shall, after proper notification by the City, provide solid waste services as required by the Contract on the next scheduled day of collection following notification. The Company shall be responsible for notifying the City of all collection locations being serviced which do not appear on the billing register.

5. POINT OF CONTACT:

All dealings, contacts, etc. between the Company and the City shall be directed by the Company to the City Mayor or the City Mayor's designee.

6. HOURS AND DAYS OF OPERATION:

Residential and commercial service will be provided to the City on Monday. Residential collection of refuse shall not begin before 6:00 a.m. each day. Commercial collection of refuse shall not begin before 5:00 a.m. Garbage collection shall be allowed on all weekdays and Saturdays. Exceptions to collection hours shall be effected only upon the approval of the City Mayor or the City Mayor's

designee. The following holidays may be observed by the Company:

New Year's Day Thanksgiving Day

Christmas Day

The Company may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday. The Company shall be responsible for publicizing (and the expense of publishing) any changes in collection schedules due to observance of the above holidays. Proper publicizing includes the purchasing of advertising from newspaper serving the affected area.

7. EXTRAORDINARY MATERIALS:

Hazardous wastes, body wastes, abandoned vehicles, vehicle parts, rubbish/trash, bulky waste, construction debris, large equipment and parts, and dead animals will not be collected by the Company under the terms of this contract.

8. OFFICE:

The Company shall maintain an office or such facilities through which it may be contacted by telephone. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m., Monday through Friday. All collection equipment will be radio equipped to ensure constant communication.

9. RATES:

As compensation for service to Residential Units, the City shall pay the Company the sum of seven dollars and sixty-five cents ($7.65) per month per residential unit and/or household (based on Meriwether County's disposal rate of $1.50 per ton) or eight dollars and sixty-nine cents ($8.69) per month per residential unit and/or household (based on Dependable Waste's disposal rate), and due on the 15th of each month. As compensation for service to Commercial Units, the City shall pay the Company the sum of one dollar and seventy-nine cents ($1.79) per cubic yard per pick-up per month as measured by the capacity of the rear-loader commercial container provided, and due on the 15th of each month. As compensation for service to Light Commercial Units, the City shall pay the Company the sum of ten dollars ($10.00) per month per 96-gallon container (based on Meriwether County's disposal rate of $1.50 per ton) based on once-a-week service or eleven dollars ($11.00) per month per 96-gallon container (based on Dependable Waste's disposal rate) based on once-a-week service, and due on the 15th of each month.

The Compensation payable by the City to the Company shall be annually adjusted by the same percentage as the Consumer Price Index for Urban Wage Earners and Clerical Workers for All Items - U.S. city average, [published by the Bureau of Labor Statistics, U.S. Department of Labor, 1967 = 100 ("C.P.I.")] shall have increased or decreased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. The initial rate adjustment shall take effect on the first anniversary date of the Commencement Date, and rate adjustments for succeeding contract years shall take effect on the successive anniversary dates of the Commencement Date during each succeeding year throughout the term hereof. Monthly payments due by the City to the Company shall be adjusted to compensate for such annual rate increases.

All Waste collected by the Company shall be disposed of by the Company at a disposal facility permitted and approved by the State of Georgia.

The Company shall be entitled to an increase in compensation to offset any increase in disposal and fuel costs at the current, or any approved landfill used for disposal during the term hereof. Documentation of such increases shall be submitted to the City at its request. The Company also shall be entitled to an increase in its service rate to offset any increased costs associated with longer haul distance if the parties select an alternate landfill for disposal. In addition, in the event the Company becomes liable for or is required to collect and/or pay any governmental tax or surcharge upon collection or disposal of such garbage, such tax or surcharge shall be the responsibility of the City to be paid along with the Company's normal monthly compensation.

Increases in the Company's compensation for the above-stated reasons shall be limited to a combined increase of five percent (5%) per year. This limitation, however, shall not apply to rate increases due to increases to offset any governmental tax or surcharge on the hauling or disposal of the waste covered by this Contract.

10. INDEMNITY:

The Company shall indemnify the City against any claims, actions, or suits including court costs and reasonable attorney fees arising out of the Company's negligent or willful misconduct in providing the services herein required or in the Company's operation of its equipment in connection with the performance of such services.

11. DISPOSAL:

All waste collected by the Company shall be disposed of by the Company at a landfill approved by the City and permitted by the State of Georgia. the disposal charges applicable to the garbage, which is the subject matter of this Contract, is included within the compensation.

12. FORCE MAJEURE:

From and after the Commencement Date, the Company's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by an Act of God or such other cause or causes beyond the reasonable control of the Company unless such cause or causes is a result of action or non-action by the Company.

13. PERMITS, LICENSES AND TAXES:

The Company shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect. The Company shall promptly pay all taxes required by local, state, and federal laws.

14. MODIFICATION:

This Contract constitutes the entire Contract and understanding between the parties hereto and it shall not be considered, modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

15. COMPLIANCE:

The Company shall conduct operations under this Contract in compliance with all applicable laws provided, however, that the terms of this Contract shall govern the obligations of the Company where conflicting ordinances exist.

16. LAW TO GOVERN:

This Contract shall be governed by the laws of the State of Georgia both as to interpretation and performance.

17. SERVICE INQUIRIES:

The Company shall give all complaints prompt and courteous attention. In the case of alleged missed scheduled collection, the Company shall investigate and if such allegations are verified, shall arrange for collection within twenty-four (24) hours of the time the complaint was received.

18. NOTIFICATION OF CUSTOMERS:

The Company shall notify the City and all customers about service inquiry procedures, regulations and days of collection.

19. COMPANY PERSONNEL:

The Company shall assign a qualified person or persons to be in charge of its performance of this Contract. The Company's collection employees shall wear a uniform shirt bearing the Company name. Each employee shall at all times carry a valid drivers license for the type of vehicle he/she is driving. The Company shall provide operating and safety training for all personnel. No person shall be denied employment by the Company for reasons of age, race, sex, creed or religion or national origin.

20. TERMINATION:

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, the other party may: a) Terminate this agreement as of any date which the said party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; b) cure the breach or default at the expense of the breaching or defaulting party; and/or c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right for all damage or loss suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

21. **EXCLUSIVE CONTRACT:**

The Company shall have the sole and exclusive franchise license and privilege to provide solid waste collection and removal services for and on behalf of the City. The Company shall not assign its interest in this contract to any other party without express written consent of the Mayor and Council of the City of Woodbury.

22. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original on the day and in the year first above mentioned.

CITY OF WOODBURY	DEPENDABLE WASTE SERVICES, INC.
BY	BY
RONNIE GARRETT, MAYOR	OWNER/OPERATOR
W. A. HALLIDAY, MAYOR PRO-TEM	OWNER/OPERATOR
CHUCK BELL, COUNCIL PERSON	OWNER/OPERATOR
MIKE AKINS, COUNCIL PERSON	OWNER/OPERATOR
GARY KENDRICK, COUNCIL PERSON	WITNESS
WITNESS	August 18, 1998
August 18, 1998	DATE
DATE	

A RESOLUTION FOR THE ADOPTION OF THE MERIWETHER COUNTY JOINT SOLID WASTE MANAGEMENT PLAN

WHEREAS, Meriwether County and the cities of Manchester, Greenville, Warm Springs, Luthersville, Woodbury, Lone Oak, and Gay have prepared a Joint Solid Waste Management Plan for the years 2008 – 2018; and

WHEREAS, the Joint Solid Waste Management Plan was prepared in accordance with the Minimum Planning Standards and Procedures for Solid Waste Management Planning established by the Georgia Comprehensive Solid Waste Management Act; and

NOW THEREFORE, BE IT RESOLVED, that Meriwether County does hereby adopt the Meriwether County Joint Solid Waste Management Plan in accordance with the Georgia Comprehensive Solid Waste Management Act.

APPROVED, this 28 day of October, 2008.

BY:

Chairman, Meriwether County Board of Commissioners

Beverly Thomas

Clerk

A RESOLUTION AUTHORIZING THE ADOPTION OF THE MERIWETHER COUNTY SOLID WASTE MANAGEMENT PLAN

WHEREAS, Meriwether County and the cities of Manchester, Greenville, Warm Springs, Luthersville, Woodbury, Lone Oak, and Gay have prepared a Joint Solid Waste Management Plan for the years 2008 – 2017; and

WHEREAS, the Joint Solid Waste Management Plan was prepared in accordance with the Minimum Planning Standards and Procedures for Solid Waste Management Planning established by the Georgia Comprehensive Solid Waste Management Act; and

WHEREAS, two (2) jointly-conducted public hearings on the planning process and draft plan were held at the Meriwether County Courthouse on June 26, 2007 and February 26, 2008.

NOW THEREFORE, BE IT RESOLVED, that the City of Town of Gay does hereby adopt the draft Meriwether County Joint Solid Waste Management Plan in accordance with the Georgia Comprehensive Solid Waste Management Act.

APPROVED, this 13th day of October, 2008.

BY:

Ruth C. Nash

Mayor

Sharon Richmond

Clerk

William L Moulton

Sharon B Turner

TOWN OF GAY

P. O. Box 257
Gay, Georgia 30218
Phone: (706) 538-6097
FAX: (706) 538-1444

MAYOR
Ruth C. Nash

CLERK
Sharon Richmond

COUNCILMEMBERS
Mike Maddock
Stephanie Maddock
William Moultrie
Sharon Turner

THIS IS TO CERTIFY THAT ON THE THIRD LINE OF THE TOWN OF GAY'S MERIWETHER COUNTY SOLID WASTE ADOPTION RESOLUTION THE PLANNING PERIOD SHOULD READ "2008-2018".

Sharon Richmond
CITY CLERK

ATTEST:

STATE OF GEORGIA
CITY OF GREENVILLE

RESOLUTION NO. 2008-005

A RESOLUTION ADOPTING THE MERIWETHER COUNTY JOINT SOLID WASTE MANAGEMENT PLAN

WHEREAS, Meriwether County and the cities of Manchester, Greenville, Warm Springs, Luthersville, Woodbury, Lone Oak, and Gray have prepared a Joint Solid Waste Management Plan for the year 2008-2017; and

WHEREAS, the Joint Solid Waste Management Plan was prepared in accordance with the Minimum Planning Standards and Procedures for Solid Waste Management Planning established by the Georgia Comprehensive Solid Waste Management Act; and

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Greenville, Georgia do hereby adopt the Meriwether County Joint Solid Waste Management Plan in accordance with the Georgia Comprehensive Solid Waste Management Act.

APPROVED, this 28th day of October, 2008.

James Bray

James Bray, Mayor
City of Greenville

ATTEST:

Everlene Clay

Everlene Clay, Acting City Clerk

City of Greenville
City Hall
Office of the Mayor

James C. Bray, Mayor
Everline W. Clay, Clerk

Council
Josephined Mahone-Stargell, Mayor Pro-Tem
Jo Ann Humphries
Charlene R. Glover
Mike Plant

DECEMBER 3, 2008

TO WHOM IT MAY CONCERN:

THIS IS TO CERTIFY THAT ON THE 3RD LINE OF THE CITY OF GREENVILLE'S MERIWETHER COUNTY SOLID WASTE ADOPTION RESOULUTION, THE PLANNING PERIOD SHOULD READ "2008- 2018".

Everline W. Clay
CITY CLERK

ATTEST:
James C. Bray

Greenville: "The Heart Beat of Meriwether County"
101 North Depot Street • P. O. Box 548 • Greenville, Georgia 30222
706-672-1216 • Fax: 706-672-1940

A RESOLUTION AUTHORIZING THE ADOPTION OF THE MERIWETHER COUNTY SOLID WASTE MANAGEMENT PLAN

WHEREAS, Meriwether County and the cities of Manchester, Greenville, Warm Springs, Luthersville, Woodbury, Lone Oak, and Gay have prepared a Joint Solid Waste Management Plan for the years 2008 – 2017; and

WHEREAS, the Joint Solid Waste Management Plan was prepared in accordance with the Minimum Planning Standards and Procedures for Solid Waste Management Planning established by the Georgia Comprehensive Solid Waste Management Act; and

WHEREAS, two (2) jointly-conducted public hearings on the planning process and draft plan were held at the Meriwether County Courthouse on June 26, 2007 and February 26, 2008.

NOW THEREFORE, BE IT RESOLVED, that the City of Lone Oak does hereby adopt the draft Meriwether County Joint Solid Waste Management Plan in accordance with the Georgia Comprehensive Solid Waste Management Act.

APPROVED, this 4 day of September 2008.

BY:

Mayor

Bonnie S. Parker

Clerk

TOWN OF LONE OAK
P.O. Box 627
Hogansville, Georgia 30230

December 15, 2008

Lynne S.Miller, AICP
Planning Director
Chattahoochee-Flint Regional Development Center
13273 GA Highway 34 East
P. O. Box 1600
Franklin, Georgia 30217

Dear Lynne:

This is to certify that on the 3rd line of the Town of Lone Oak's , Meriwether County Solid Waste adoption resolution the planning period should read "2008-2018."

Betty Daniel

Betty Daniel, City Clerk

ATTEST:

Bonnie Parker

Bonnie Parker, Assistant Clerk

A RESOLUTION AUTHORIZING THE ADOPTION OF THE MERIWETHER COUNTY SOLID WASTE MANAGEMENT PLAN

WHEREAS, Meriwether County and the cities of Manchester, Greenville, Warm Springs, Luthersville, Woodbury, Lone Oak, and Gay have prepared a Joint Solid Waste Management Plan for the years 2008 – 2017; and

WHEREAS, the Joint Solid Waste Management Plan was prepared in accordance with the Minimum Planning Standards and Procedures for Solid Waste Management Planning established by the Georgia Comprehensive Solid Waste Management Act; and

WHEREAS, two (2) jointly-conducted public hearings on the planning process and draft plan were held at the Meriwether County Courthouse on June 26, 2007 and February 26, 2008.

NOW THEREFORE, BE IT RESOLVED, that the City of Luthersville does hereby adopt the draft Meriwether County Joint Solid Waste Management Plan in accordance with the Georgia Comprehensive Solid Waste Management Act.

APPROVED, this 14th day of October, 2008.

BY:

Robert T. Trammell

Mayor

Gay F. Harris

Clerk

CITY OF LUTHERSVILLE SEAL GEORGIA

City of Luthersville

104 Wortham Road
P.O. Box 10
Luthersville, Georgia 30251

Telephone 770-927- -6885

Fax 770-927-9309

November 26, 2008

To Whom It May Concern:

"This is to certify that on the 3rd line of the City of Luthersville's Meriwether County Solid Waste adoption resolution the planning period should read "2008 - 2018."

Kay F. Harris
City Clerk

ATTEST:

CITY OF LUTHERSVILLE SEAL GEORGIA

A RESOLUTION AUTHORIZING THE ADOPTION OF THE MERIWETHER COUNTY SOLID WASTE MANAGEMENT PLAN

WHEREAS, Meriwether County and the cities of Manchester, Greenville, Warm Springs, Luthersville, Woodbury, Lone Oak, and Gay have prepared a Joint Solid Waste Management Plan for the years 2008 – 2017; and

WHEREAS, the Joint Solid Waste Management Plan was prepared in accordance with the Minimum Planning Standards and Procedures for Solid Waste Management Planning established by the Georgia Comprehensive Solid Waste Management Act; and

WHEREAS, two (2) jointly-conducted public hearings on the planning process and draft plan were held at the Meriwether County Courthouse on June 26, 2007 and February 26, 2008.

NOW THEREFORE, BE IT RESOLVED, that the City of Manchester does hereby adopt the draft Meriwether County Joint Solid Waste Management Plan in accordance with the Georgia Comprehensive Solid Waste Management Act.

APPROVED, this 23rd day of September 2008.

BY:

Mayor

Kathy M Storey

Clerk

"This is to certify that on the 3rd line of the City of Manchester's Meriwether County Solid Waste adoption resolution the planning period should read "2008-2018."

Kathy M Storey

City Clerk

ATTEST:

A RESOLUTION AUTHORIZING THE ADOPTION OF THE MERIWETHER COUNTY SOLID WASTE MANAGEMENT PLAN

WHEREAS, Meriwether County and the cities of Manchester, Greenville, Warm Springs, Luthersville, Woodbury, Lone Oak, and Gay have prepared a Joint Solid Waste Management Plan for the years 2008 – 2017; and

WHEREAS, the Joint Solid Waste Management Plan was prepared in accordance with the Minimum Planning Standards and Procedures for Solid Waste Management Planning established by the Georgia Comprehensive Solid Waste Management Act; and

WHEREAS, two (2) jointly-conducted public hearings on the planning process and draft plan were held at the Meriwether County Courthouse on June 26, 2007 and February 26, 2008.

NOW THEREFORE, BE IT RESOLVED, that the City of Warm Springs does hereby adopt the draft Meriwether County Joint Solid Waste Management Plan in accordance with the Georgia Comprehensive Solid Waste Management Act.

APPROVED, this 14th day of October, 2008.

BY:

Hazel M. Ramsey
Mayor

Laura Oneal
Clerk

Little White House

City of **WARM SPRINGS**

P.O. Box 156 · Warm Springs, Ga. 31830
(706) 655-9096 · FAX (706) 656-2814 · Police (706) 655-3861

Lynne S. Miller, AICP
Planning Director
Chattahoochee-Flint RDC
P.O. Box 1600
Franklin, GA 30217

CERTIFICATION

This is to certify that on the 3rd line of the City of Warm Springs' Meriwether County Solid Waste Management Plan adoption resolution, the planning period should read "2008 – 2018."

ATTEST:

Richard E. Owen
City Clerk

A RESOLUTION AUTHORIZING THE ADOPTION OF THE MERIWETHER COUNTY SOLID WASTE MANAGEMENT PLAN

WHEREAS, Meriwether County and the cities of Manchester, Greenville, Warm Springs, Luthersville, Woodbury, Lone Oak, and Gay have prepared a Joint Solid Waste Management Plan for the years 2008 – 2017; and

WHEREAS, the Joint Solid Waste Management Plan was prepared in accordance with the Minimum Planning Standards and Procedures for Solid Waste Management Planning established by the Georgia Comprehensive Solid Waste Management Act; and

WHEREAS, two (2) jointly-conducted public hearings on the planning process and draft plan were held at the Meriwether County Courthouse on June 26, 2007 and February 26, 2008.

NOW THEREFORE, BE IT RESOLVED, that the City of WOODBURY does hereby adopt the draft Meriwether County Joint Solid Waste Management Plan in accordance with the Georgia Comprehensive Solid Waste Management Act.

APPROVED, this 15th day of SEPTEMBER, 2008.

BY:

Mayor

Clerk

CITY OF
Woodbury
P.O. Box 297
Woodbury, GEORGIA 30293

Phone : 706-553-2011
Fax: 706-553-5551

Ronnie Garrett, Mayor
Angel Fowler, City Clerk

Certified City of Ethics

This is to certify that on the 3rd line of the City of Woodbury and Meriwether County Solid Waste Management Plan adoption resolution, the planning period should read "2008 - 2018."

City Clerk

Attest: