

FINAL

**Schley County - City of Ellaville
Solid Waste Management Plan 2006-2016**

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Schley County Board of Commissioners

Greg Barineau, Chairman

Allen Grimsley

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Ellaville City Council

David Theiss, Mayor

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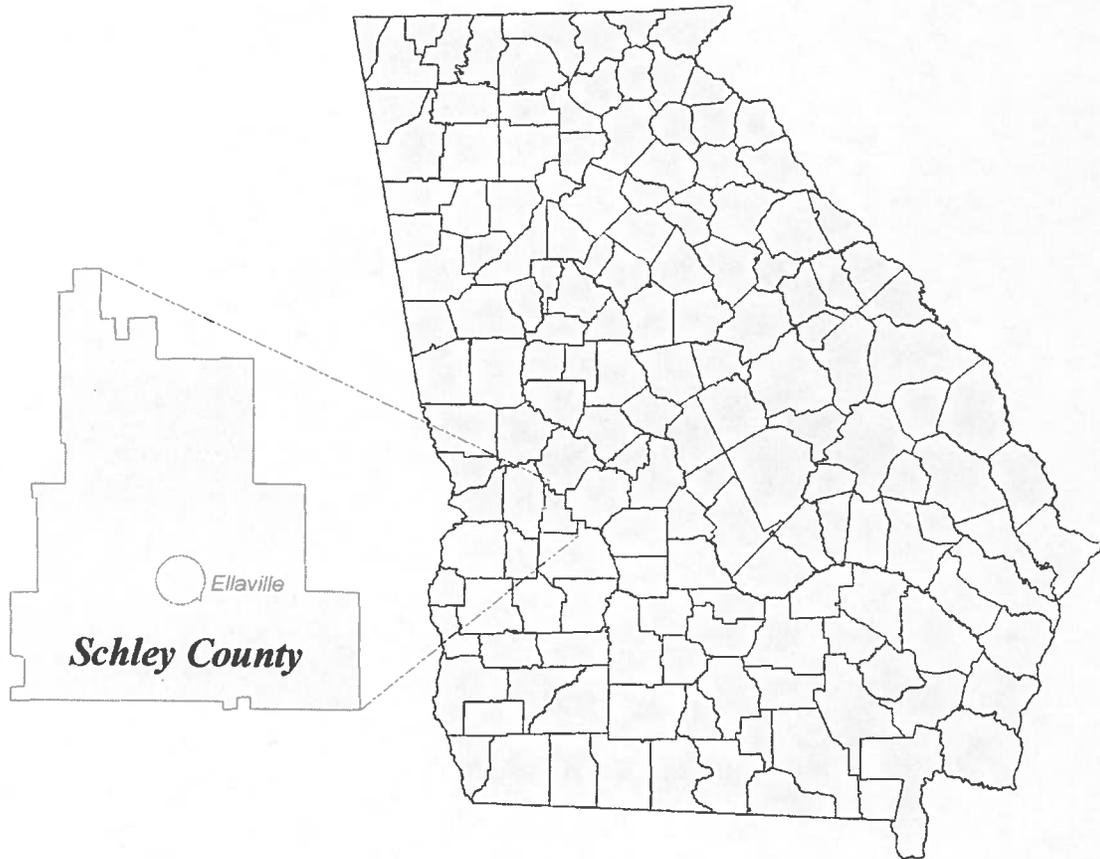
Desse Powers

Nathaniel Thornton

Deborah Pilcher, City Manager

Assisted by
Middle Flint Regional Development Center
228 West Lamar Street
Americus, Georgia 31709

SITE LOCATION MAP



RESOLUTION AUTHORIZING SUBMISSION
DRAFT SCHLEY COUNTY - CITY OF ELLAVILLE
SOLID WASTE MANAGEMENT PLAN
2006-2016

WHEREAS; Schley County and the City of Ellaville have prepared a draft solid waste management plan in accordance with O.C.G.A. § 12-8-20 as implemented by Minimum Planning Standards and Procedures for Solid Waste Management promulgated by the Georgia Department of Community Affairs, and

WHEREAS; said document expresses the desire of local jurisdictions to improve the quality of solid waste management in the community, and

WHEREAS; the minimum public participation requirements of the Minimum Planning Standards and Procedures for Solid Waste Management have been satisfied.

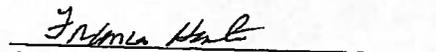
NOW, BE IT THEREFORE RESOLVED; in accordance with specific, applicable provisions of said Minimum Planning Standards and Procedures for Solid Waste Management, the Schley County Board of Commissioners does hereby authorize submission of the draft Schley County - City of Ellaville Solid Waste Management Plan 2006-2016 to the Middle Flint Regional Development Center to initiate mandated regional and state reviews.

Adopted and executed in session this 10 day of March, 2009

SCHLEY COUNTY
BOARD OF COMMISSIONERS


Chairman

ATTEST:


County Clerk

RESOLUTION AUTHORIZING SUBMISSION
DRAFT SCHLEY COUNTY-CITY OF ELLAVILLE
SOLID WASTE MANAGEMENT PLAN 2006-2016

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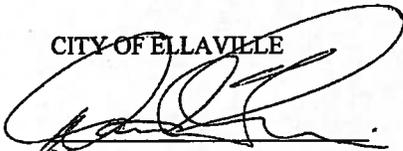
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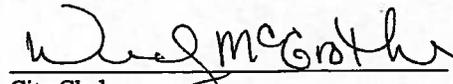
Adopted and executed in session this 9 day of March, 2009

CITY OF ELLAVILLE



Mayor

ATTEST:



City Clerk

RESOLUTION ADOPTING
SCHLEY COUNTY-CITY OF ELLAVILLE
SOLID WASTE MANAGEMENT PLAN 2006-2016

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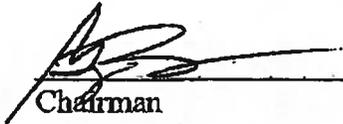
WHEREAS; having satisfactorily completed state-mandated review the Schley County-City of Ellaville Solid Waste Management Plan 2006-2016 is ready for adoption.

NOW, BE IT THEREFORE RESOLVED; that the Schley County Board of Commissioners hereby adopts the Schley County-City of Ellaville Solid Waste Management Plan 2006-2016.

Duly adopted and executed in session this 11 day of August, 2009

SCHLEY COUNTY
BOARD OF COMMISSIONERS

ATTEST:



Chairman



RESOLUTION ADOPTING
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SOLID WASTE MANAGEMENT PLAN 2006-2016

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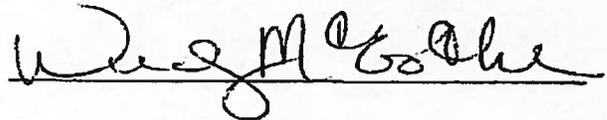
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CITY OF ELLAVILLE



Mayor

ATTEST:



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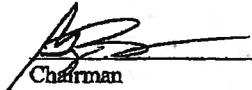
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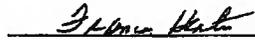
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SCHLEY COUNTY
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ATTEST:



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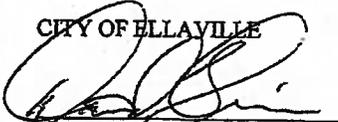
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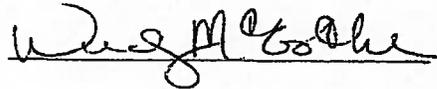
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CITY OF ELLAVILLE


Mayor

ATTEST:



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INTRODUCTION

The Georgia Legislature has determined solid waste management planning by the state and local governments and regional development centers is necessary to; (1) prevent environmental degradation, (2) manage resources, and (3) effectively reduce and manage solid waste. To achieve these ends, the 1990 session of the Georgia General Assembly passed the Georgia Comprehensive Solid Waste Management Act which stipulates that:

1. in order to receive a permit, grant, or loan for a solid waste management facility, each city and county shall develop, or be included in, a comprehensive solid waste management plan,
2. any request for a solid waste handling facility permit, or funding for publicly owned and operated solid waste facilities or equipment must be consistent with the solid waste management plan of all affected local governments.

The Act declares that it is the policy of the State of Georgia to educate and encourage generators and handlers of solid waste to reduce and, to the greatest extent possible, minimize the amount of solid waste through source reduction, reuse, composting, recycling, and other methods, and to promote markets for, and engage in, the purchase of goods made from recycled materials.

The Solid Waste Management Act, as amended, requires each solid waste management plan to meet the following criteria:

1. provide for 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,
2. identify all solid waste handling facilities within the planning area as to size and type, and
3. identify land areas unsuitable for solid waste handling facilities based on environmental and land use factors.

In addition, the Act requires each local government to report annually the progress in meeting statewide solid waste reduction goals, and the costs of solid waste management programs and services within their jurisdiction. The information provided in this annual report must be reasonably consistent with that provided in the local government plan, and solid waste disposal and landfill capacity reports.

PLANNING AREA

Schley County has a land area of 170 square miles approximately sixty miles southeast of Columbus, fifty miles north of Albany and sixty-five miles southwest of Macon. Located near the northern reaches of the Southern Coastal Plain, the topography consists of gentle rolling hills and flat plains. Ellaville is the only city in the community.

Between 1950 and 2000 the community recorded a net loss of 270 residents (-7%). The more recent trend (1980-2000); however, shows an increase of 333 residents, and U. S. Census estimates suggest the positive trend continued after the 2000 Census. Ellaville was credited with an additional 723 more residents (+82%) the last half of the century, despite a small decrease during the 1990s. The municipal share of the population increased from 22% to 43% the last half of the century. The unincorporated area recorded a net loss of 993 residents during the period (-53%). Even with uninterrupted growth between 1970 and 2000, the 2000 Census credited the rural area with one thousand fewer residents than in 1950. The community does not have attractions or economic activity which would generate seasonal fluctuations in population.

Population	1950	1960	1970	1980	1990	2000	2006
Schley	4,036	3,256	3,097	3,433	3,588	3,766	3,995
Ellaville	886	905	1,391	1,684	1,724	1,609	1709
Rural	3,150	2,351	1,706	1,749	1,864	2,157	2,286

Source: U. S. Census

The community was credited with a 28% increase in households between 1980 and 2000, all of which are attributed to the unincorporated area.

Households 1980 - 2000			
Jurisdiction	1980	1990	2000
Schley	1,125	1,315	1,435
Ellaville	633	659	621
Rural	492	656	814

Source: U. S. Census

Over the five year period 2001-2005, the community's unemployment rate averaged .6 percentile higher than the state rate.

Annual Unemployment Rates					
Jurisdiction	2001	2002	2003	2004	2005
Schley	4.7	4.5	5.5	5.6	6.5
State	4.0	4.8	4.8	4.7	5.2

Source: Georgia Department of Labor

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Information presented in the following table reveals the mix of local employment opportunities by industrial sector.

Industrial Mix – Schley County 2005				
Industry	Number of Firms	Employment		Weekly Wages
		#	%	
Goods-Producing	17	769	58%	\$580
Agriculture, Forestry, & Fishing	*	*		*
Construction	6	8		\$348
Manufacturing	9	712		\$595
Wood Product Manufacturing	3	108		\$696
Chemical Manufacturing	*	*		*
Fabricated Metal Product Manufacturing	*	*		*
Electrical equipment/appliance	*	*		*
Furniture and related product manufacturing	*	*		*
Miscellaneous manufacturing industries	*	*		*
Service-Providing	35	287	22%	\$536
Wholesale Trade	5	63		\$614
Retail Trade	11	70		\$357
Utilities	*	*		*
Finance and Insurance	*	*		*
Management: companies/enterprises	*	*		*
Health Care and Social Services	4	56		\$684
Arts, Entertainment and Recreation	3	4		\$349
Accommodation & Food Services	4	12		\$192
Other Services (except government)	*	*		*
Total - Private Sector	52	1056	80%	\$568
Total - Government	16	265	20%	\$531
Local Government	4	224		\$527
State Government	8	34		\$492
Federal Government	4	8		\$718
All Industries	68	1321	100%	\$560

* confidential data; cannot be released

Source: Georgia Department of Labor, Employment and Wages 2005

According to the Georgia Department of Labor, the private sector accounted for approximately 80% of local employment in 2005. Goods producing industries accounted for 58%, service producing 22% and government employment the 20% balance. Manufacturing accounted for 54% of all employment in the community.

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Largest Private Sector Employers 2005		
Employer	# Employees	Product
Cooper Lighting	175	modular wiring and exit fixtures
TCI Powder Coatings	170	thermoset powder coatings
King's Custom Builders	150	modular mobile office units
T&R Custom	45	prefabricated metal buildings, trailers and storage units
AAA Modular Buildings	43	prefabricated commercial metal and wooden modular buildings, portable classrooms

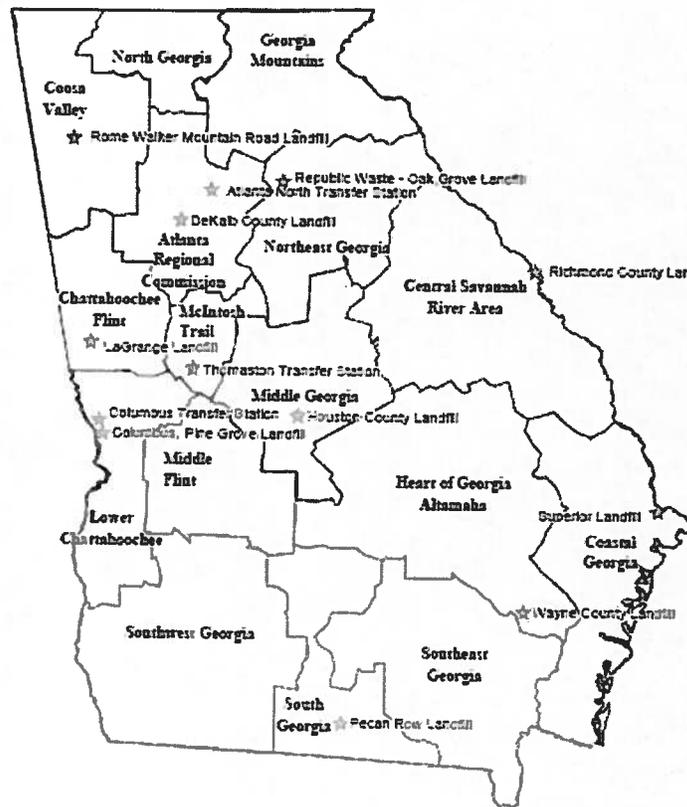
Sources: Harris Infosource, (Georgia Chamber of Commerce),

At the time of the 2000 Census, 640 (41%) employed residents worked in the community; another 926 (59% of employed residents) commuted to places of employment out-of-county.

WASTE STREAM CHARACTERIZATION

The community lacks the financial and personnel resources necessary to perform a waste¹ characterization study which would clearly delineate the various types of local waste generators (residential, commercial, industrial, etc.), the types of waste they each contribute (paper, plastic, metal, etc.), the volume of waste they each generate, and the proportion each type comprises of the total waste stream. In absence of detailed local data, the community is utilizing the state's most recent (2004) waste characterization study as reported in the Georgia Solid Waste Management Plan, adopted in 2006. The thirteen municipal solid waste landfills included in the survey and their respective locations are highlighted in the following graphic.

Municipal Solid Waste Facilities (13) Included in 2004 State Waste Characterization Survey
Regional Development Center (16) Boundaries



In an effort to use waste information believed to be most reflective of Schley County, landfill survey data from the more rural regions were reviewed and compared with statewide data. There was such wide variation in waste stream composition even among the rural areas it could not be determined which most nearly reflected local conditions. Therefore, based on the assumptions that

¹ Solid waste is any garbage or refuse; sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility; and other discarded material including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and from community activities, but does not include recovered materials; solid or dissolved materials in domestic sewage; solid or dissolved materials in irrigation return flows or industrial discharges that are point sources; or source, special nuclear, or by-product material as defined by the federal Atomic Energy Act of 1954.

the larger survey universe (thirteen landfills) would mitigate extreme variations in waste stream composition, reduce margins of error and therefore be more reflective of local conditions, composite survey data generated for the state as a whole was utilized for purpose of characterizing the local waste stream. According to the survey, waste was generated statewide by the various sectors in the following proportions:

Reported Waste Disposed Statewide by Sector - 2004		
Sector	Tons	Percentage
Residential	4.7 million	30%
Commercial	3.3 million	21%
Industrial	1.7 million	11%
C&D	5 million	33%
Sludge/Bio-solids	.8 million	5%
Total	15.5 million	100%

Source: Solid Waste Management Plan, State of Georgia, Table 2-1 - adopted 5/3/2006

These figures represent the waste disposed in municipal solid waste (MSW)² and construction and demolition (C&D)³ landfills. There were approximately 400,000 additional tons of waste disposed in two industrial landfills, one composting facility and an incinerator, all located in distant parts of the state. In addition, unknown volumes of waste (primarily yard waste) were disposed in inert landfills, in on-site (captive) industrial landfills, in burn barrels, discarded as litter and deposited in unauthorized or illegal dumps.

The focus of this plan is on MSW, as defined in state law; (household and commercial solid wastes), yard waste and C&D waste. This excludes solid waste from mining, agricultural, and silvicultural operations, and industrial processes and operations. MSW accounts for approximately 80% of the state waste stream, minus, of course, the unknown volumes of yard waste, captive waste, etc., mentioned in the preceding paragraph.

The following graphic depicts the types and proportions of waste documented in the state's waste stream, and for present purposes imputed locally, followed by depictions of the component parts, and proportions, of each type of waste.

² Municipal Solid Waste is any solid waste derived from households, including garbage, trash, and sanitary waste in septic tanks and means solid waste from single family and multifamily residences, hotels and motels, bunkhouses, campgrounds, picnic grounds, and day use recreation areas. The term includes yard trimmings and commercial solid waste but does not include recovered materials, or solid waste from mining, agricultural, or silvicultural operations or industrial processes or operations.

³ Construction and demolition waste is waste building materials and rubble resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings and other structures. Such wastes include, but are not limited to, asbestos containing waste, wood, bricks, metal, concrete, wall board, paper, cardboard, inert waste landfill material, and other nonputrescible wastes which have a low potential for groundwater contamination.

Figure 1 – Solid Waste Composition–Georgia 2004

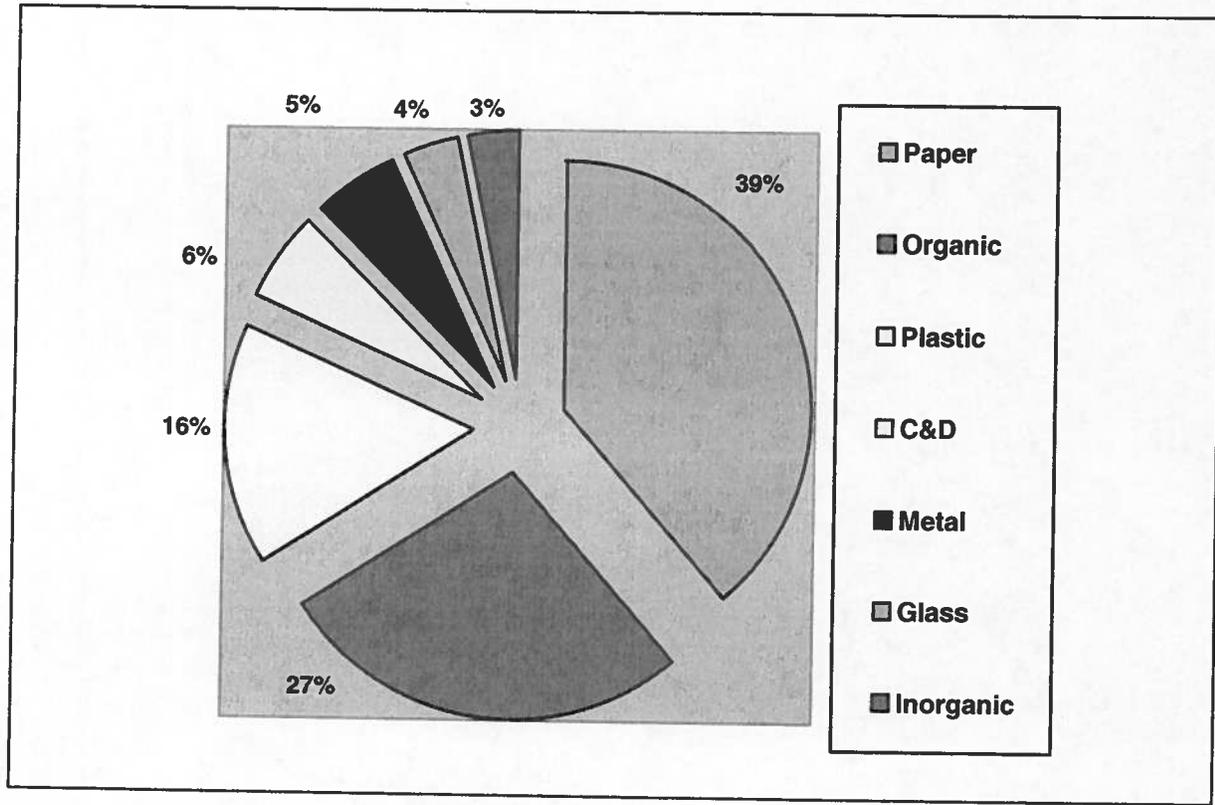


Figure 1.1 Paper Waste Disposed – Georgia 2004

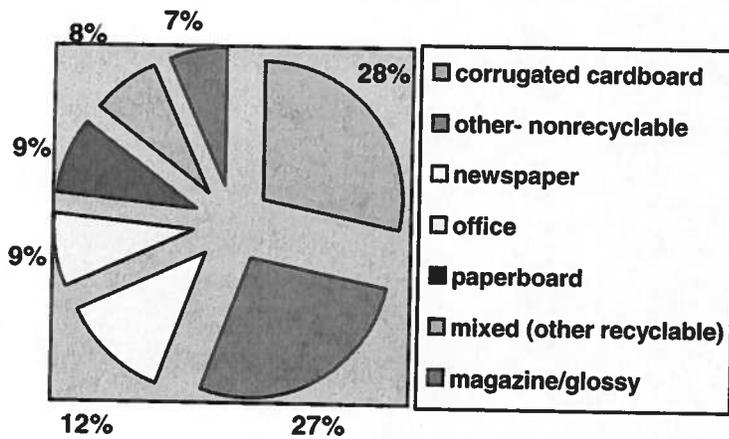


Figure 1.2 Organic Waste Disposed-Georgia 2004

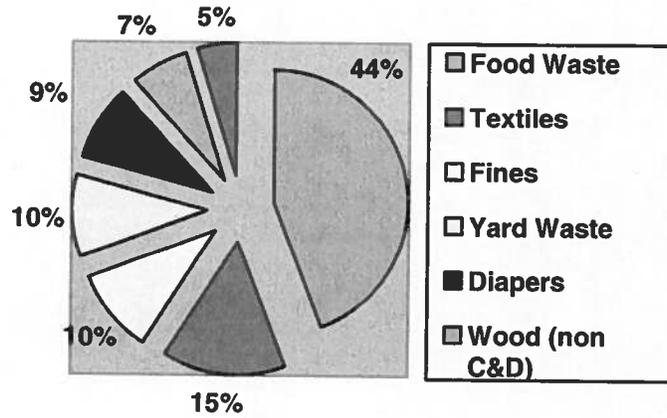


Figure 1.3 Plastic Waste Disposed-Georgia 2004

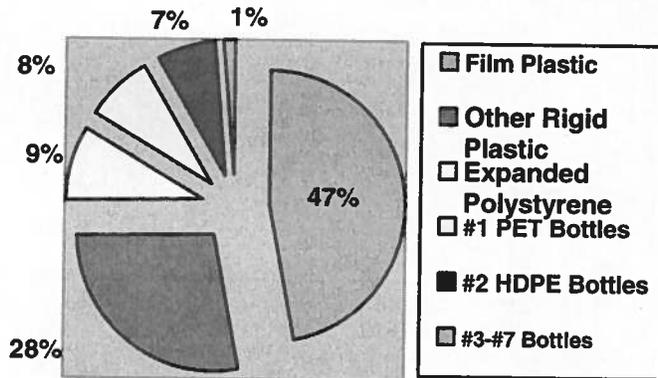


Figure 1.4 C&D Waste Disposed-Georgia 2004

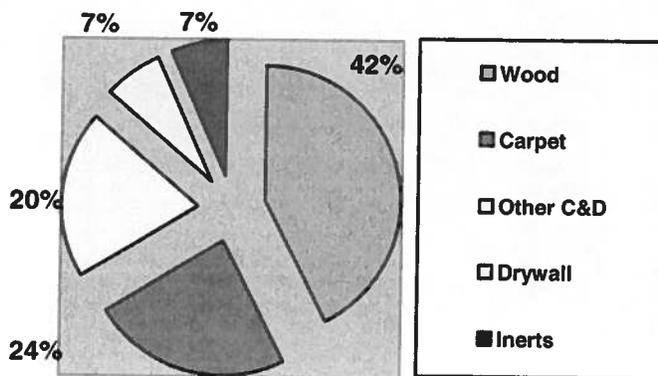


Figure 1.5 Metal Waste Disposed-Georgia 2004

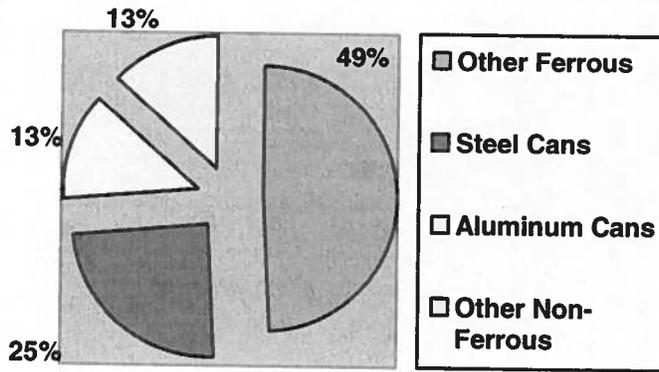


Figure 1.6 Glass Waste Disposed-Georgia 2004

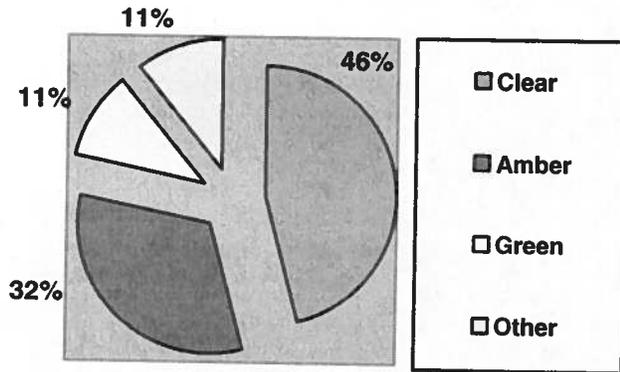
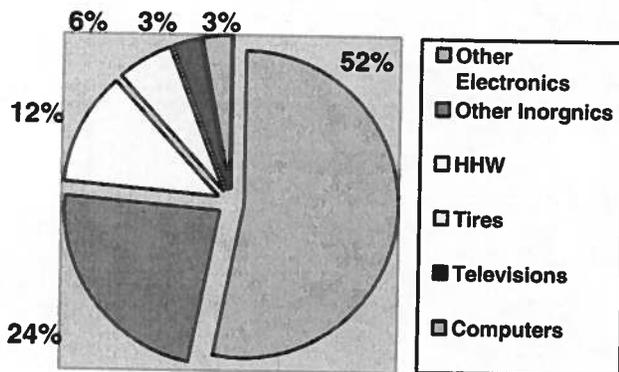


Figure 1.7 Inorganic Waste Disposed-Georgia 2004



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According to the survey data presented in Figure 1, paper (39%) and organic wastes (27%) collectively account for two-thirds of the state's waste stream. Closer analysis (Figures 1.1 and 1.2) reveals corrugated cardboard (11%) and food wastes (12%), the largest components of paper and organic wastes, respectively, account collectively for almost one-quarter (23%) of the waste stream.

LOCAL WASTE DATA

Presented in the following table are the community's recent, annual municipal solid waste (MSW) volumes. Census Bureau annual population estimates are used to estimate the per capita waste disposal rates. The state's most recent per capita waste disposal rates are presented for reference.

Estimated Per Capita Waste Volume				
Year	Estimated Population ¹	Local Waste Tonnage Annual ²	Local Waste lbs/person/day ³	Georgia MSW lbs/person/day ⁴
2006	3995	3089	4.2*	N/A
2005	3947	5969	8.3*	N/A
2004	3824	5501	7.9*	6.38

* The following text is integral to interpretation of this data.

¹ U.S. Census Bureau

² report from Environmental Protection Division, Georgia Department of Natural Resources

³ based on 365 day year

⁴ Solid Waste Management Plan, State of Georgia adopted May 3, 2006-waste generated in-state

Reported data reveal a significant reduction in local waste volume between 2005 and 2006, the cause(s) of which could not be determined. The community did not experience a population loss and new housing development was still on or near a multi-year crest. Other segments of the economy were strong, with no significant alteration/reduction in manufacturing production. The great disparity between the '05 and '06 rates is credited to error(s) in reporting.

As presented in the preceding table, local and state per capita disposal rates are not directly comparable. The Georgia Solid Waste Management Plan reports that construction and demolition (C&D) materials constitute one-third of total tonnage disposed in landfills throughout Georgia, and 70% of this volume is disposed in C&D landfills.⁴ Consequently, most C&D waste is not included in the 6.38 lbs. per capita attributed to the state. Local construction and demolition material is not diverted to a C&D landfill, but mixed with MSW in the commercial landfill in Taylor County without benefit of separate weight records. In absence of local C&D weight data, application of these statewide percentages to the local 2004 waste stream yields an annual C&D volume of approximately 1,815 tons (although local C&D waste is believed to be a larger percentage than the statewide rate⁵), 545 of which are imputed as C&D material mixed with MSW (3,686 tons) for the purpose of estimating a local per capita waste disposal rate for comparison with the state. This adjustment brings the local waste disposal rate to 6.06

⁴ Table 2-1; 2004 waste data

⁵ Manufacturing is the largest local employment sector, and the overwhelming majority of employment is in industries generating C&D type waste: prefabricated commercial metal and wooden modular buildings, portable classrooms, modular wiring and exit fixtures, shelving, modular mobile office units, prefabricated metal buildings, trailers and storage units, truck bodies, wallboard and wooden roof trusses, pallets.

lbs per capita; 95% of the statewide rate. The same adjustment in the reported 2005 local waste stream yields a per capita rate of 6.37 lbs, essentially identical to the 2004 reported state rate. Because there is believed to be significant error in the data, an estimated per capita rate for 2006 has not been generated.

The sparse level of development in the community serves to limit the volume of waste that would be generated by a disaster. The local population density is 16% (23 persons/square mile) of the state level; housing unit density is 16% (10 units/square mile) of statewide housing density.⁶ Development is most heavily concentrated in and adjacent the City of Ellaville. The city accounts for <3% of the community's total land area. Over 90% of the community's land area is in agricultural production or forest.⁷

WASTE PROJECTIONS

A straight-line application of the highest recent (2005) local per capita waste generation rate (6.37 lbs.) is used in the following projection. The per capita rate used is static, but the population estimates are very aggressive compared to recent decennial censuses.

Waste Projections 2006-2016*									
Year	Population Estimate/ Projection ¹	p/p/d ²	lbs./ day	Annual Tonnage ³	Year	Population Estimate/ Projection ¹	p/p/d ²	lbs./ day	Annual Tonnage ³
2000	3766	-	-	-	2011	4645	6.37	29,589	5,400
2006	3995	6.37 ⁴	25,448	4,644	2012	4733	6.37	30,149	5,502
2007	4123	6.37	26,264	4,793	2013	4821	6.37	30,709	5,605
2008	4240	6.37	27,009	4,929	2014	4904	6.37	31,238	5,701
2009	4398	6.37	28,015	5,113	2015	4997	6.37	31,831	5,809
2010	4557	6.37	29,028	5,298	2016	5079	6.37	32,353	5,904

*waste stream includes 30% of local C&D waste stream, see preceding text

¹ 2000, 2006, 2007 - U. S. Census estimates; 2008-2016 straight-line extrapolation based on Schley County - City of Ellaville Comprehensive Plan 2006-2026

² 2005 estimated per capita rate

³ based on 365 day year

⁴ based on projection methodology described herein, not on reported data presented in preceding table

⁶ 2000 Census

⁷ Schley County - City of Ellaville Comprehensive Plan

WASTE REDUCTION**INVENTORY**Recycling

In 1998, both jurisdictions entered into contracts for collection and transport of mixed waste out-of-county, comprehensive recycling of materials-of-value at a materials recovery facility (MRF) and disposal of non-recycled waste materials. However, the MRF never achieved the projected recycling level, and market prices for materials-of-value removed from the waste stream were not sufficient to maintain recycling activity of the multi-million dollar facility. Consequently, the MRF ceased operations in 2000.

The city has collected newspaper and old corrugated cardboard in the past, but after having to make payments to an out-of-county recycler to remove the “materials-of-value”, the public program was cancelled.

There are some private-initiative recycling activities in the community; however. The local grocer has been baling old corrugated cardboard for several years, diverting approximately 1,000 pounds of the material from the landfill weekly. Two other commercial establishments also recycle cardboard; the larger of the two diverts approximately 300 pounds per week. The largest retailer in the multi-county area is the host site of an unmanned drop-off program. Some local residents contribute newspaper, office paper, magazines, junk mail, food paper boxes and plastics (#1, #2, #4, #5, #6, and #7) to the out-of-county effort. School system personnel make duplex copies, reuse file folders, recycle toner cartridges, and deliver old air conditioner components and metal filing cabinets to the local recycler. The recycler pays cash for appliances and other recyclables. Ellaville experienced a significant reduction in the volume of white goods collected by city forces when the business opened. When markets reward the effort, some residents collect aluminum cans for pay.

Reduction

Ellaville city staff purchase recycled office supplies when the cost is comparable to non-recycled products, and convert used office paper into note pads. The city has also purchased an electrical utility software program making it possible to convert some reports from paper to electronic format. The city utilizes an unconventional wastewater treatment process that results in significant reduction in sludge that must be disposed in a municipal landfill. Both jurisdictions make duplex copies of hard copy documents and reuse file folders.

Yard Debris

There is no collection of yard debris in the unincorporated area. Bagged leaves and small limbs (< four feet in length) are collected throughout Ellaville by city forces. The material is chipped and disposed in an inert landfill. This is a secured (gated and locked), city-owned facility and the only state-permitted landfill in the community.⁸ No volume records of this waste material are collected.

Special Management Items

There are not any community programs addressing electronics or household hazardous waste. Lead acid batteries and tires are removed from the waste stream by retailers. Auto parts retailers offer customers rebates for the cores of car batteries; a private sector incentive which reduces the incidence of

⁸ Georgia Department of Natural Resources, Environmental Protection Division

FINAL

improper disposal. The commercial recycler in the community also receives lead acid automotive batteries. Some are collected at random during the course of rounds in the community; others are dropped off at the place of business. In both cases, batteries are transported out-of-county to specialty manufacturers for recycling. Tire dealers collect a disposal fee from customers to cover costs associated with recycling tires. State-permitted haulers collect used tires from local retailers and transport them to recycling facilities located out-of-county.

Summary of Waste Reduction Activities		
Entity	Materials	Volume
automotive retail/service	automobile tires	No data available
automotive retail/service and local recycler	car batteries	No data available
	white goods	No data available
West Central Georgia Community Development Center	clothing (reused)	No data available
grocer/commercial	corrugated cardboard	±1,300 lbs. weekly
households ¹	aluminum beverage containers	No data available
	newspaper	No data available
	plastics	No data available
local government	double-sided printing, copying	No data available
	note pads made from used paper	No data available
	file folders (reused)	No data available
	purchase recycled products	No data available
	conversion from paper to electronic reports	No data available
board of education/schools	toner bottles/ink jet cartridges	No data available
	A/C components	No data available
	metal file cabinets	No data available
	file folders (reused)	No data available

¹ voluntary activity, not organized
 * not MSW

ASSESSMENT

The local volume of waste is not sufficient to sustain a public recycling program without local government subsidy, and there is not sufficient community support to underwrite a recycling program. Nevertheless, the inventory revealed community involvement in reducing/recycling the volume of several components of the waste stream. The two most common waste types in the waste stream statewide are paper and organic materials; reportedly accounting collectively for two-thirds of the typical waste stream.⁹ Corrugated cardboard is the largest (28%) recyclable component of paper waste, and food waste is by far the most common (44%) component of organic waste.¹⁰ Cardboard is credited with 11% of the waste stream statewide, and food waste another 12%. Imputing these state averages to the local waste stream, they collectively account for ±23% of the total volume.

⁹ Georgia Solid Waste Management Plan 2006, Table 2-6

¹⁰ Georgia Solid Waste Management Plan 2006, Table 2-6

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The community's largest generators of corrugated cardboard have been actively engaged in recycling for several years, and reportedly divert more than 2/3 ton of the material from landfill disposal weekly.

GOAL: Increase the volume of solid waste diverted from the landfill

NEED 1: Increase public awareness of available waste reduction/recycling opportunities

NEED 2: Promote greater public involvement

COLLECTION

INVENTORY

Household

Schley County has a contract with TransWaste Services¹¹ for weekly collection of household waste and brown goods and white goods throughout the unincorporated area. Residents of the unincorporated area pay \$15.00 per month (2009) for curbside service. The few commercial establishments in the unincorporated area negotiate their own agreements for collection and disposal. Owners of construction and demolition debris are responsible for removal and disposal.

The City of Ellaville has a contract with TransWaste Services for weekly collection of household waste. Households pay \$16 per month for the service, which includes call-response municipal collection of brown goods, white goods and construction and demolition material. All of this material is stored temporarily at a secured city site for weekly (or as needed) removal by TransWaste Services. Some commercial establishments are also serviced through the city's contract; others negotiate separate agreements for collection. Contractors either contract for C&D collection, or haul directly to a transfer station or commercial landfill, both in adjoining counties.

Yard Debris

There is no collection of yard debris in the unincorporated area. Residents/businesses who actively manage this material typically secure permits from the Georgia Forestry Commission to burn it on-site. Bagged leaves and small limbs (< four feet in length) throughout Ellaville are collected (residential and commercial) by city forces. The material is collected using a backhoe and dump truck, chipped and disposed in the city's inert landfill.¹² This is a secured (gated and locked) facility, and according to the state regulatory agency's posted database the only permitted landfill in the community. No volume records of this waste material are collected.

Litter and Illegal Dumping

Litter is evident along the more heavily traveled routes. At this writing only the county has a litter ordinance. There are a few broadly scattered sites in the unincorporated area where small numbers of tires have been illegally dumped. To date, the county has assisted owners with clean-up of these sites, but the county is investigating the feasibility of implementing regulatory action.

¹¹ TransWaste Services, Inc., P. O. Box 72043, 1723 North Washington Street, Albany, GA. 31701

¹² 795 E. Oglethorpe Street

Recycling

As explained in the preceding section, after two unsuccessful attempts at community-level recycling, i.e., local government contracts with a materials recovery facility and a municipal collection program, there currently is not any public recycling activity in the community.

CONTINGENCY STRATEGY

The state regulatory agency has issued permits to over seventy entities located within approximately fifty miles of Schley County to perform some form(s) of solid waste collection. At least one-half dozen of these cross county lines to collect municipal solid waste at the county level. There are other large-volume waste haulers located beyond the fifty mile radius collecting MSW in some adjoining counties. These and perhaps other appropriately permitted entities providing services on a wider regional or statewide basis would likely be among the first to be contacted for emergency procurement of solid waste collection and hauling services if for any reason the current contract hauler was not able to maintain the service.

In the event an emergency situation necessitated procurement of an alternative waste collection service, any one/combination of the following options (or possibly others appropriate at the time) may be utilized by either or both jurisdictions:

1. implement mutual aid agreement (Schley) with adjoining counties;
timeframe < seven days
2. employ emergency procurement procedures to secure an interim/permanent waste hauler and re-establish collection service; timeframe < seven days
3. employ emergency procurement procedures to secure (via purchase or rental) appropriate collection vehicle(s) and equipment for operation by local forces, and re-establish collection service; timeframe < seven days
4. utilize temporary services of the Georgia National Guard resulting from a gubernatorial declaration of emergency to arrange a long term resolution of the need;
timeframe < seven days

In the event there is need to inform the public of emergency changes in collection, the county and/or city will employ any combination of regional radio and/or television broadcasts, regional daily and/or weekly newspapers and direct mailings.

ASSESSMENT

The collection program is deemed to be adequate. Although the same commercial hauler has provided local collection service for over a decade, alternative waste haulers are available, as indicated by the number of state-permitted entities in the surrounding area. Both jurisdictions entered into a long-term collection agreement with the Crisp County Solid Waste Management Authority¹³ in 1997/98 based, in part, on the benefit to be derived from operation of a regional comprehensive material recycling facility. In light of the current status of that facility, both jurisdictions may benefit from reviewing the agreement.

¹³ The Authority subcontracted waste collection and hauling to the current service provider.

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There are not any population or economic trends on the horizon which would appear to require changes in the way solid waste is collected in the community. There are not any topographic features to impede access to household and commercial waste collection. While yard debris is not collected in the unincorporated area, the absence of this service is not an issue and is not uncommon for rural and sparsely populated jurisdictions.

Both jurisdictions should position themselves to be able to immediately secure alternative waste collection and hauling services in the event the current provider is prevented from maintaining service. Interrupted collection of brown goods, white goods and yard debris in the city is not as critical as collection of MSW, but the nature of an emergency could be such that the inability to remove these waste items could impede/prevent delivery of essential services.

GOAL 1: Maintain the method of collection most advantageous to the respective constituencies

NEED 1.1: Maintain curbside collection

GOAL 2: Develop emergency procedure(s) for quickly securing alternative waste collection service(s) (municipal and yard debris) if for any reason the method(s) currently in-use cannot be maintained

NEED 2.1: Write and adopt emergency procurement policies

DISPOSAL

INVENTORY

Lacking the federally mandated liner required for continued use, the county closed its municipal solid waste landfill in 1993. Both jurisdictions continued collecting their respective waste streams for several years and direct-hauled to the commercial landfill in neighboring Taylor County. In 1997 the city and county contracted with the same waste hauler for collection and transport of the local waste stream out-of-county for proper disposal. The contractor is transporting the local waste stream to the same Taylor County facility.¹⁴ Ellaville operates the only state-permitted landfill facility in the community; an inert landfill on the city's eastern perimeter (adjacent to the county's former unlined, MSW landfill) where chipped leaves and limbs collected by the city are disposed.

There are not any thermal treatment, waste-to-energy, refuse-derived fuel, wood waste incinerators, tire-derived fuel, co-firing industrial boiler, tire mono-fill, or other type disposal/processing facilities, publicly- or privately-owned, current or (to local government knowledge) being planned for the community.

Excluding any future services(s) and/or facility(ies) serving exclusively either or both local jurisdictions, and any waste handling facility(ies) a local industry may need for its sole use, no other waste service(s) or waste handling facility(ies) requiring a state permit for siting or operation are warranted in the community for the duration of the current planning period.

¹⁴ Veolia Environmental Services, 208 Southern States Road, Mauk, GA. 31058

CONTINGENCY STRATEGY

According to the state regulatory agency’s database, there are seven MSW landfills located within a fifty-sixty mile radius of Schley County with at least ten years capacity remaining. Four of these facilities (see following table) accept waste from out-of-county; one (Taylor County facility) is the current disposal site of the local waste stream. The other three are considered alternative/potential disposal sites in case of emergency. It is believed that in an emergency either temporary or permanent arrangements for proper disposal could be made with at least one of the three alternative/potential landfills within a seven day timeframe. An interim disposal arrangement would give the community additional time to consider other facilities, if necessary, for a permanent agreement.

Municipal Solid Waste Landfills* Within ±50 miles of Schley County						
County	Permit Number	Facility Name	Facility Type	Dominion	Average Daily Tons	Estimated Years Remaining
Crisp	040-008D(MSW)	Crisp Co-US 41S	MSW	Public	172	100+
Houston	076-020D(SL)	Houston Co Klondike	MSW	Public	492	15
Lamar	085-007D(MSWL)	Lamar County Cedar Grove Regional	MSW	Public	227	80
Taylor	133-003D(SL)	Veolia Env. Svc. Taylor Co. Landfill	MSW	Commercial	2400	56

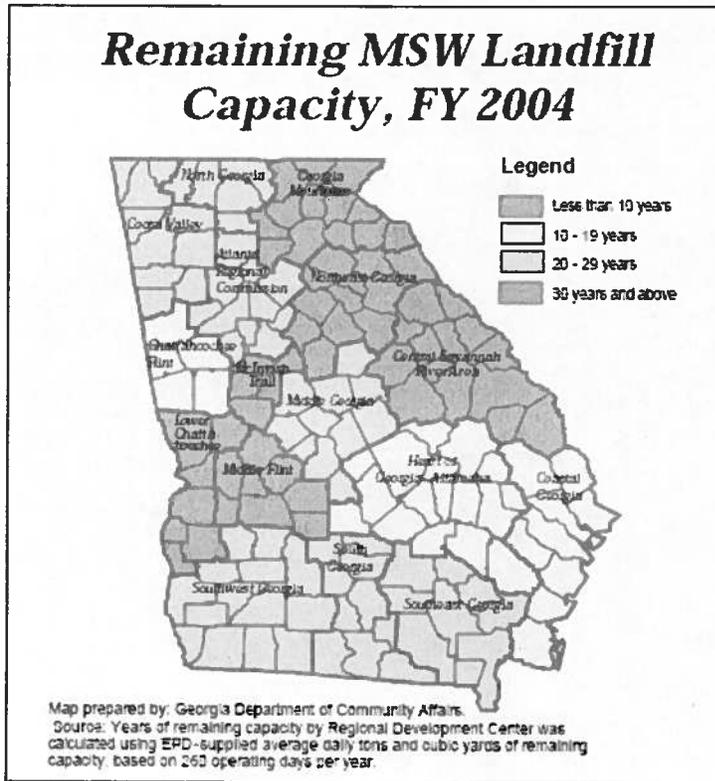
* Lined landfills with >10 years capacity remaining and receiving waste generated out-of-county

Source: Georgia Department of Natural Resources, List of 2007 Landfill Remaining Capacity, revised Feb. 2008

The landfill in Houston County is reported to have fifteen years capacity remaining on the current permit, but the county owns two thousand adjoining acres purchased for the specific purpose of landfill expansion.

Two additional landfills worthy of note but not identified in the above table are Swift Creek in Bibb County and the Middle Georgia Regional Solid Waste Management Authority in Macon County, both within the fifty-sixty mile radius. Swift Creek is a commercial landfill with approximately four years remaining capacity on the current disposal permit, but owns hundreds of adjoining acres it intends to permit for MSW disposal. The Middle Georgia Regional Authority owns a MSW and C&D site permit in Macon County, a neighboring jurisdiction. At this writing, only the transfer station and C&D disposal site are in operation, with MSW passing through the transfer station being transported to the Swift Creek facility in Bibb County. The Authority has stated it will seek permitting authority for MSW cell development whenever tipping fees at other landfills increase to the point that the waste stream captured by the Authority can be deposited on site at less cost.

As the following graphic depicts, Schley County is in an area of the state where excess MSW disposal capacity is commonplace.



The following table reveals remaining disposal capacities of nearby C&D landfills. Two sites not included are in Crisp and Taylor Counties. The state regulatory agency credits the Crisp site with a century of capacity remaining. Crisp currently disposes of C&D material in the lined MSW facility but is pursuing a C&D landfill permit. C&D material is also disposed in the MSW landfill in Taylor County, and as reported in the preceding table, has a half century capacity remaining.

C&D Landfills* Within ±60 miles of Schley County 2007						
County	Permit Number	Facility Name	Facility Type	Dominion	Average Daily Tons	Estimated Years Remaining
Bibb	011-018D(L)	Swift Creek Landfill	C&D	Commercial	12	64
Houston	076-024D(C&D)	Houston Co Klondike	C&D	Public	173	32
Macon	094-009D(MSW)	Middle GA. Regional	C&D	Public	56	17

* with >10 years capacity remaining

Source: Georgia Department of Natural Resources, List of 2007 Landfill Remaining Capacity, Revised Feb 2008

The state regulatory agency does not document or otherwise rate capacity of the city-owned inert landfill, but at current disposal rates the site has more than a decade of capacity remaining.

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In the event there is need to inform the public of emergency changes in disposal, the community has access to any combination of regional radio and television broadcasts, daily and weekly newspapers, an internet web site and even direct mailings.

ASSESSMENT

As described above, the community is well-positioned for long-term disposal of the local waste stream; well beyond the ten-year solid waste planning horizon. Not only do current disposal sites have long-term capacities, there are attractive alternative disposal facilities in nearby counties.

Two primary disposal needs were identified; development of emergency procurement procedures to expedite selection of alternative disposal sites in the event need were to arise, and identification of potential sites for temporary storage of inert materials resulting from a disaster.

- GOAL 1:** Maintain the capability to provide for adequate and proper disposal of the local waste stream under both normal and emergency operating conditions
- NEED 1.1:** Develop and adopt emergency procurement policies
 - NEED 1.2:** Identify potential holding sites for temporary storage of inert debris resulting from natural or man-made disaster

EDUCATION AND PUBLIC INVOLVEMENT

INVENTORY

Exclusive of publication of solid waste costs, there is not a formal program of education or public involvement in the community concerning issues related to solid waste. There is not a local affiliate of Keep America Beautiful in the community.

ASSESSMENT

Because of the size of the community, costs associated with waste reduction/recycling and past experiences with recycling efforts (failure of the markets to support local collections of recyclables and an unsuccessful contract with a multi-million dollar material recovery facility) there is not currently a formal program of education or public involvement. Local government officials have attended programs devoted to the topics; however, and have disseminated written literature to local decision makers.

- GOAL 1:** Increase public awareness of recycling/reduction opportunities available in the community
- NEED 1.1:** Use public resources to distribute information concerning:
 - recycling waste material and reduced waste generation
 - littering, illegal dumping
- GOAL 2:** Facilitate public involvement in recycling/reduction opportunities
- NEED 2.1:** Participation in Keep America Beautiful program

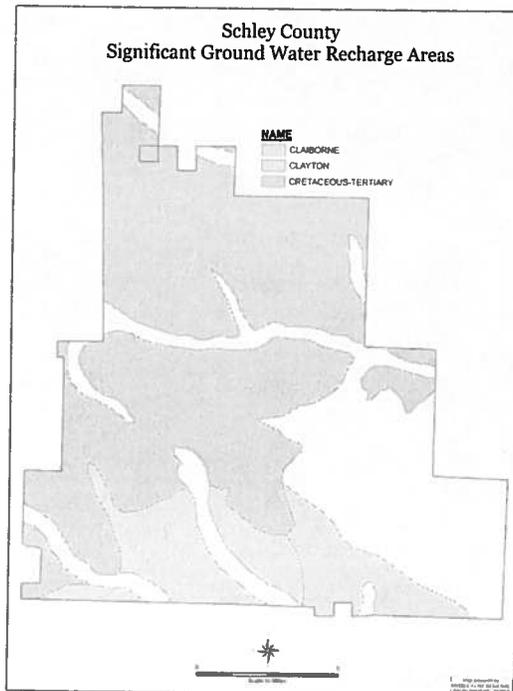
LAND LIMITATIONS

Applicants desiring to locate any solid waste handling facility in the community should refer to the following land limitations (as updated), as well as any additional land limitation restrictions that may apply in the future.

NATURAL ENVIRONMENTAL LIMITATIONS

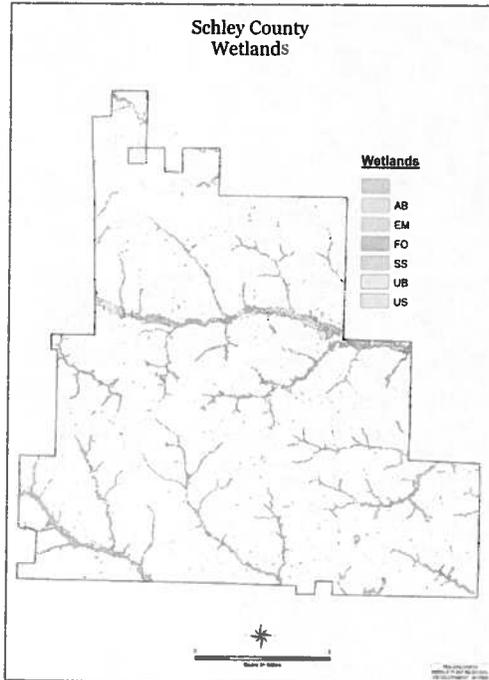
Significant Groundwater Recharge Areas

Groundwater recharge is the process by which precipitation, primarily in the form of rain, infiltrates soil and rock to add to the volume of water stored in pores and other openings within them. Aquifers are soils or rocks that will yield water to wells. Recharge areas are among those regions in Georgia likely to have the greatest vulnerability to pollution of groundwater from the surface and near surface activities of man. As the following graphic reveals, approximately 75% of the community's land area overlies a portion of the state's significant groundwater recharge area. The major exceptions are narrow bands along major creeks and the southeast quadrant of the county. Within significant recharge areas new sanitary landfills must have synthetic liners and leachate collection systems, facilities performing land disposal of hazardous wastes shall not be permitted, treatment-storage-disposal of hazardous waste must be on an impermeable pad with spill/leak collection, above-ground chemical/petroleum storage tanks (660+ gals) shall have secondary containment, agriculture waste impoundment sites shall be lined, and homes and mobile home parks served by septic tank/drain field systems shall have additional minimum lot limitations. The community will address groundwater recharge area protection ordinances once the state has completed review/revisions to current environmental planning criteria. Applicable state environmental regulation can be found at 391-3-16-.02.



Wetlands

Wetlands are defined as areas inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes and bogs. This natural resource accounts for approximately 5,000 acres (five percent) of the community’s total land area, and is, of course, heavily concentrated along creeks (graphic below). Section 404 of the Clean Water Act provides a federal permit process that may allow activities in wetlands after a public interest review. Most activities in wetlands will require a Section 404 permit from the U. S. Army Corps of Engineers. If wetlands are altered or degraded, mitigation of offset losses will be required as a condition of a Section 404 permit. Under current federal policy, alterations or degradations of wetlands should be avoided unless it can be demonstrated there will be no long-term adverse impacts or net loss of wetlands. Section 401 of the Clean Water Act requires certification by the State of any permit issued under Section 404. Other state and federal laws are also applicable to wetlands and wetlands protection. The community will address wetland wetlands protection ordinances once the state has completed review/revisions to current environmental planning criteria. Applicable state environmental regulation can be found at 391-3-16-.03.



Water Supply Watersheds

A water supply watershed is the area of land upstream of a government-owned public drinking water intake. There is not a governmentally-owned public drinking water intake (or water supply reservoir) or water supply watershed in the community. Neither is the community itself within a water supply watershed. Located in the Southern Coastal Plain, the community’s water supplies are withdrawn from groundwater aquifers. The applicable state environmental regulation can be found at 391-3-16-.01.

River Corridors

Georgia's River Corridor Protection Act defines a protected river as any perennial watercourse with an average annual flow of at least 400 cubic feet per second; the protected river corridor is a 100 feet buffer (horizontal distance) paralleling both sides of the river bank. The applicable state environmental regulation can be found at 391-3-16-.04. There is not a protected river in the community.

Protected Mountains

The Georgia Mountain Protection Act defines protected mountains as land 2,200 feet or more above mean sea level. The community's highest elevation is approximately 450' above MSL near the northern boundary. Consequently, there are not any protected mountains in the community. The applicable state environmental regulation can be found at 391-3-16-.05.

CRITERIA LIMITING SITING OF SOLID WASTE FACILITIES

Zoning

The site of a proposed solid waste handling facility must conform to any and all local land use plans/ordinances and zoning ordinances. Written verification must be submitted to the state regulatory agency by the applicant demonstrating that the proposed site complies with any local zoning and land use ordinances. This verification shall include a letter from the local governmental authority with jurisdiction stating whether the proposed site complies with local zoning and/or land use ordinances. This verification shall be provided at the time of submission of a permit application and reaffirmed by the governmental authority prior to permit issuance. At this writing zoning ordinances are in effect in the City of Ellaville only.

Wetlands

Wetlands are areas inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. These areas are designated on an accompanying graphic. A solid waste handling facility shall not be located in wetlands unless evidence is provided to the director of the state regulatory agency by the applicant, that use of such 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 of the state regulatory agency that it has been placed in the operating record. The community is waiting for state revisions to environmental planning criteria to develop and adopt Wetlands Protection ordinances.

Floodplains

Current state regulations stipulate 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 flood plain, or result in a wash-out of solid waste so as to pose a threat to human health or the environment. Although the community has been mapped for floodplains, the information is "primitive", i.e., available resources lack map scale and base flood elevation. Digital floodplain mapping is underway as part of a statewide project; community data is expected to be available in 2009-2010. In absence of the necessary mapping, the applicant must perform a hydrologic study

to document the absence of this natural resource on the site of the proposed waste handling facility.

Airport Safety

New MSWLF units or lateral expansions of existing units shall not be located within 10,000 feet of any public-use or private-use airport runway end used by turbojet aircraft or within 5,000 feet of any public-use or private-use airport runway end used by only piston-type aircraft. Landfill owners or operators proposing to site new MSWLF units and lateral expansions within a five-mile radius of any public-use or private-use airport runway end used by turbojet or piston-type aircraft must notify the affected airport and the Federal Aviation Administration (FAA). There are not any facilities in the community which meet the applicable regulatory definition of "airport".

Military Airspace

New MSWLF units shall not be located within two miles of federally restricted military air space which is used for a bombing range. The community is not located within federally restricted military air space. (Georgia Aeronautical Chart)

Significant Groundwater Recharge Areas

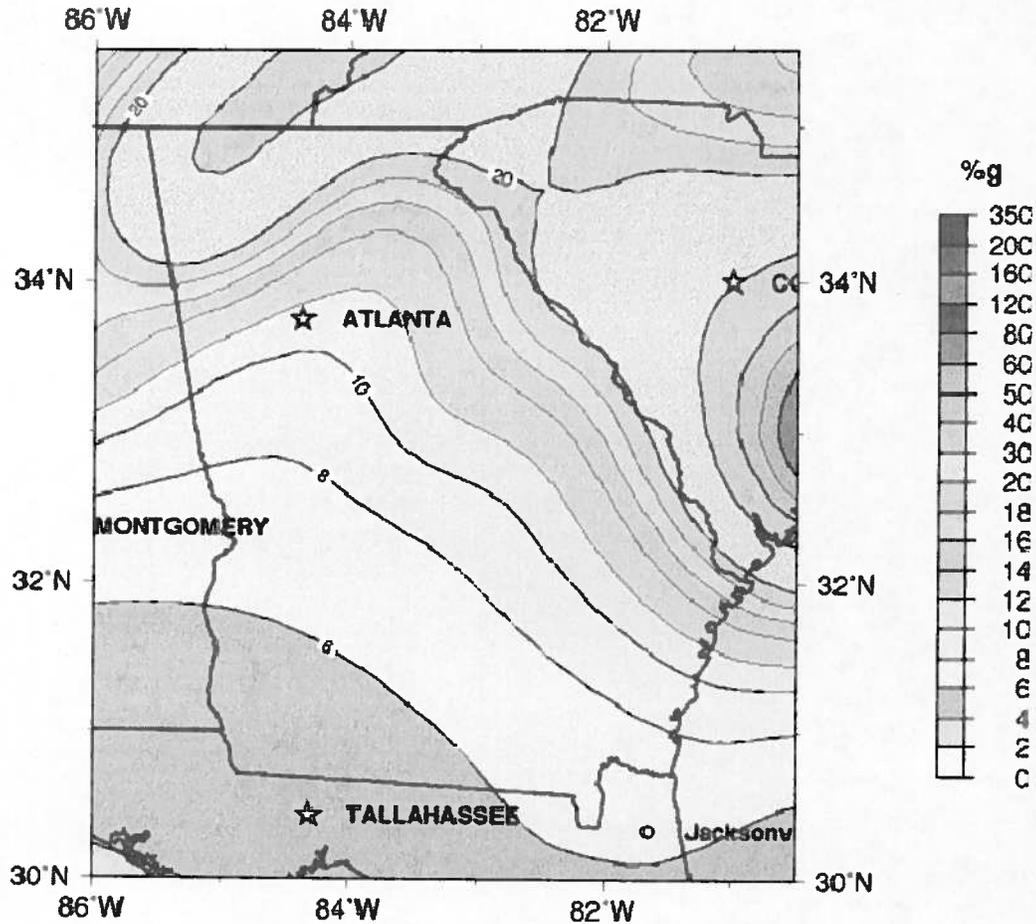
A new municipal solid waste landfill or lateral expansion of an existing municipal solid waste landfill shall not have any part of such site located within two miles of any area that has been designated by the director of the state regulatory authority as a significant groundwater recharge area unless such municipal solid waste landfill will have a liner and leachate collection system. In the case of a regional landfill which accepts solid waste generated outside the counties or special districts constituting the region, or a municipal solid waste landfill which accepts solid waste generated outside the county in which the landfill is located, no part of such site shall be within any area that has been designated as a significant groundwater recharge area. The vast majority of the community's land area overlies a portion of the state's significant groundwater recharge area (see earlier graphic). The community is waiting for state revisions to environmental planning criteria to develop and adopt significant groundwater recharge area protection ordinances.

Fault Areas

A geologic fault is defined as a fracture or a zone of fractures in any material along which strata on one side have been displaced (relative movement of any two sides of a fault) with respect to that on the other side. New MSW landfills and lateral expansions of such facilities are prohibited within 200 feet of a fault that has had displacement in the past 10,000 years (Holocene epoch) unless the owner or operator demonstrates to proper regulatory authority that an alternative setback distance of less than 200 feet will prevent damage to the structural integrity of the MSW facility and will be protective of human health and the environment. Available geologic mapping reveals the nearest presence of a fault area beyond the county's eastern boundary (see following graphic).

Fault Areas**Seismic Impact Zones**

New landfill units and lateral expansions shall not be located in seismic impact zones unless the owner or operator demonstrates to the Director of the Georgia Department of Natural Resources 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. The owner or operator must place the demonstration in the operating record and notify the director of the state regulatory agency that it has been placed in the operating record. Seismic impact zone means an area with a ten percent or greater probability that the maximum horizontal acceleration in lithified earth material, expressed as a percentage of the earth's gravitational pull, will exceed 0.10g in 250 years. The only graphic available does not confirm the absence of any such resource, but suggests there is no seismic impact zone in the community (see following graphic). To be permitted, the developer of any such facility will have to clearly demonstrate there is not a seismic impact zone in the community.



**Peak Acceleration (%g) with 2% Probability of Exceedance in 50 Years
site: NEHRP B-C boundary
National Seismic Hazard Mapping Project**

Unstable areas

Owners or operators of new landfill units, existing landfill units, and lateral expansions located in an unstable area must demonstrate that engineering measures have been incorporated into the landfill unit's design to ensure that the integrity of the structural components of the landfill unit will not be disrupted. The owner or operator must place the demonstration in the operating record and notify the director of the state regulatory authority that it has been placed in the operating record. The owner or operator must consider the following factors, at a minimum, when determining whether an area is unstable:

- a. On-site or local soil conditions that may result in significant differential settling,
- b. On-site or local geologic or geomorphologic features, and
- c. On-site or local human-made features or events (both surface and subsurface).

ASSESSMENT

The community is awaiting state revision of environmental planning criteria (significant groundwater recharge area and wetlands, applicable to both jurisdictions) before preparing such regulatory ordinances. When digital floodplain mapping is completed, Ellaville should make necessary revisions to existing ordinances/maps. Schley County should consider enacting a flood damage prevention ordinance for participation in the National Flood Insurance Program. Developments throughout the community should be monitored closely through permit issuance to ensure compliance with environmental protection ordinances and this solid waste planning document. Solid waste needs of the community and the ability of natural resources to safely assimilate the impacts of such development should be given primary consideration in any project review and permitting.

GOAL: Protect the community from future solid waste handling activity potentially harmful to, or which would degrade, natural resource(s).

NEED 1: Develop, adopt and enforce environmental protection ordinances (significant groundwater recharge area protection ordinance and wetlands protection ordinance – both jurisdictions)

NEED 2: Update (Adopt) flood damage prevention ordinance – Ellaville (Schley)

REQUIRED APPLICANT PROCEDURES RELATED TO LANDFILL SITING

Applicants should check with the state regulatory agency and the appropriate local planning jurisdiction to verify procedures for siting solid waste management facilities. At this writing applicable procedures include, but are not limited to, the following disposal facility siting decisions:

Site Selection Meeting

Any county, municipality, group of counties, or authority beginning a process to select a site for a municipal solid waste disposal facility must first call at least one public meeting to discuss waste management needs of the local government or region and to describe the process of siting facilities to the public. Notice of this meeting shall be published within a newspaper of general circulation serving such county or municipality at least once a week for two weeks immediately preceding the date of such meeting. A regional solid waste management authority created under Part 2 of this article must hold at least one meeting within each jurisdiction participating in such authority, and notice for these meetings must be published within a newspaper of general circulation serving each such jurisdiction at least once a week for two weeks immediately preceding the date of such meeting. Documentation demonstrating compliance with this procedure must be submitted to the state regulatory agency.

Site Decision Meeting

The governing authority of any county or municipality taking action resulting in a publicly or privately owned municipal solid waste disposal facility siting decision shall cause to be published within a newspaper of general circulation serving such county or municipality a notice of the meeting at which such siting decision is to be made at least once a week for two weeks immediately preceding the date of such meeting. Such notice shall state the time, place, and purpose of the meeting, and the meeting shall be conducted by the governing authority taking the action. A siting decision shall include, but is not limited to, such activities as the final selection of property for landfilling and the execution of contracts or agreements pertaining to the location of municipal solid waste disposal facilities within the jurisdiction, but shall not include zoning decisions. Documentation demonstrating compliance with this procedure must be submitted to the state regulatory agency.

Additional Siting Standards

1. Any solid waste handling facility that may in the future be sited in the community must resolve a specific solid waste need of the community.
2. Access and egress of all traffic transporting waste material for subsequent processing, handling and/or disposal to any solid waste facility which may in the future be sited in the community shall be limited to state highway or railway.
3. All points of access and egress to/from any solid waste facility which may in the future be sited in the community shall be at least 350 linear feet, centerline-to-centerline, from any other driveway (point of access or egress) on the same state route.

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4. The main entrance road to any solid waste handling facility which may in the future be sited in the community shall be improved and maintained with typical hard-surface pavement or gravel for a distance of no less than one hundred feet from pavement edge of the state highway.
5. The working area (recycling area, chipper, disposal pit, incinerator, etc.) of any waste handling facility which may in the future be sited in the community shall be permanently blocked from horizontal view from any public area or pre-existing development via earthen berm, dense hedge or tree cover, or other appropriate means.

HYDROLOGICAL ASSESSMENT

A hydrological site investigation shall be conducted with the following factors, as a minimum, evaluated:

1. Distance to nearest point of public or private drinking water supply: all public water supply wells or surface water intakes within two miles and private (domestic) water supply wells within one-half mile of a landfill must be identified,
2. Depth to the uppermost aquifer: for landfills, the thickness and nature of the unsaturated zone and its ability for natural contamination control must be evaluated,
3. Uppermost aquifer gradient: for landfills, the direction and rate of flow of groundwater shall be determined in order to properly evaluate the potential for contamination at a specific site. Measurements of water levels in site exploratory borings and the preparation of water table maps are required. Borings to water are required to estimate the configuration and gradient of the uppermost aquifer,
4. Topographic setting: features which shall be provided include, but are not limited to, all upstream and downstream drainage areas affecting or affected by the proposed site, floodplains, gullies, karst conditions, wetlands, unstable soils and percent slope,
5. Geologic setting: for landfills, the depth to bedrock, the type of bedrock and the amount of fracturing and jointing in the bedrock shall be determined. In limestone or dolostone regions, karst terrain shall not be used for waste disposal. This consideration does not preclude the siting of landfills in limestone terrains, but rather is intended to prevent landfills from being sited in or adjacent to sink-holes, provided, however, that the demonstration required by section (h) has been made,
6. Hydraulic conductivity: evaluation of landfill sites shall take into consideration the hydraulic conductivity of the surface material in which the wastes are to be buried, as well as the hydraulic conductivity of the subsurface materials underlining the fill,
7. Sorption and attenuation capacity: for landfills, the sorptive characteristics of an earth material and its ability to absorb contaminants shall be determined, and
8. Distance to surface water: municipal solid waste landfills shall not be situated within two

miles upgradient of any surface water intake for a public drinking water source unless engineering modifications such as liners and leachate collection systems and groundwater

PLAN CONSISTENCY

The following procedure shall be followed to determine whether any proposed solid waste handling facility or facility expansion is consistent with this solid waste management plan:

The local government taking the review action shall cause to be published within a newspaper of general circulation in the community a notice of the meeting at which plan consistency shall be reviewed at least once a week for two weeks immediately preceding the date of such meeting. Such notice shall state the time, place, and purpose(s) of the meeting, and the meeting shall be conducted by the governing authority taking the action.

At least one publicly advertised public hearing will be convened to:

- Explain the specific nature of the proposal(s)
- Describe the anticipated impact the proposed facility will have on solid waste management facilities
- Explain the anticipated impact the proposed facility will have on adequate collection and disposal capabilities within the community, and
- Explain the effect(s) the facility will have on waste generated within the state and the impact on achieving the state's waste disposal reduction goal.

PERMITS FOR REGIONAL SOLID WASTE DISPOSAL FACILITIES

(a) Prior to submission of an application to the division for a permit for a regional solid waste disposal facility, conflicts as defined in Articles 1 and 2 of Chapter 8 of Title 50 shall follow the mediation procedures developed by the Department of Community Affairs pursuant to Articles 1 and 2 of Chapter 8 of Title 50. Upon the submission of any application to the division for any municipal solid waste disposal facility for which a permit other than a permit by rule is required by the division, the permit applicant shall within 15 days of the date of submission of the application publicize the submission by public notice and in writing as follows:

(1) If the application is for a facility serving no more than one county, the public notice shall be published in a newspaper of general circulation serving the host county, and each local government in the county and the regional development center shall further be notified in writing of the permit application;

(2) If the application is for a facility serving more than one county, the public notice shall be published in a newspaper of general circulation serving each affected county, and each local government within said counties and the regional development center shall be further notified in writing of the permit application; and

(3) The public notice shall be prominently displayed in the courthouse of each notified county.

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- (b) The division shall review the application and supporting data, make a determination as to the suitability or unsuitability of the proposed site for the intended purpose, and notify the applicant and the host local government if different from the applicant in writing of its determination.
- (c) Upon receipt from the division of notice that the proposed site is suitable for the intended purpose, the applicant shall within 15 days of receipt of such notification publicize the fact by public notice as outlined in paragraphs (1), (2), and (3) of subsection (a) of this Code section. Further, within 45 days of receipt of such notification from the division, the host local government for the proposed site shall as outlined in paragraphs (1), (2), and (3) of subsection (a) of this Code section advertise and hold a public meeting to inform affected residents and landowners in the area of the proposed site and of the opportunity to engage in a facility issues negotiation process.
- (d) Following notification of the applicant of the proposed site's suitability, the division may continue to review the applicant's permit application but the director shall not take any action with respect to permit issuance or denial until such time as the local notification and negotiation processes described in this Code section have been exhausted.
- (e) The division shall not be a party to the negotiation process described in this Code section, nor shall technical environmental issues which are required by law and rules to be addressed in the permitting process be considered negotiable items by parties to the negotiation process.
- (f) Within 30 days following a public meeting held in accordance with subsection (c) of this Code section, a facility issues negotiation process shall be initiated by the host local government upon receipt of a written petition by at least 25 affected persons, at least 20 of whom shall be registered voters of or landowners in the host jurisdiction. Multiple petitions may be consolidated into a single negotiating process. For the purposes of this subsection, the term "affected person" means a registered voter of the host local government or of a county contiguous to such host local government or a landowner within the jurisdiction of the host local government.
- (g) Within 15 days following receipt of such written petition, the host local government shall validate the petition to ensure that the petitioners meet the requirements of this Code section.
- (h) Within 15 days following the validation of the written petition to negotiate, the host local government shall notify the petitioners by publication as provided in paragraphs (1), (2), and (3) of subsection (a) of this Code section; shall notify the permit applicant if different from the host local government, the division, and the regional development center that the negotiation process is being initiated; and shall set a date for a meeting with the citizens facility issues committee, the host local government, and the permit applicant not later than 30 days following validation of such written petition to negotiate.
- (i) The petitioning persons shall select up to ten members, at least eight of whom shall be registered voters or landowners in the host local government, to serve on a citizen's facility issues committee to represent them in the negotiation process. The membership of the citizen's facility issues committee shall be chosen within 15 days following the validation of such written petition pursuant to this Code section.

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(j) The negotiation process shall be overseen by a facilitator named by the host local government, after consultation with the citizens' facility issues committee, from a list provided by the Department of Community Affairs. The function of the facilitator shall be to assist the petitioners, the host local government, and the permit applicant, if different from the host local government, through the negotiation process. The cost, if any, of the facilitator shall be borne by the permit applicant.

(k) Beginning with the date of the first negotiation meeting called in accordance with subsection (h) of this Code section, there shall be no fewer than three negotiation meetings within the following 45 day period unless waived by consent of the parties. Such negotiation meetings shall be presided over by the facilitator named in subsection (j) of this Code section and shall be for the purpose of assisting the petitioners, the host local government, and the permit applicant, if different from the host local government, to engage in nonbinding negotiation.

(l) Minutes of each meeting and a record of the negotiation process shall be kept by the host local government.

(m) All issues except those which apply to environmental permit conditions are negotiable. Environmental permit conditions are not negotiable. Issues which may be negotiated include but are not limited to:

- (1) Operational issues, such as hours of operation;
- (2) Recycling efforts that may be implemented;
- (3) Protection of property values;
- (4) Traffic routing and road maintenance; and
- (5) Establishment of local advisory committees.

(n) At the end of the 45 day period following the first negotiation meeting, the facilitator shall publish a notice of the results, if any, of the negotiation process in the same manner as provided in paragraphs (1), (2), and (3) of subsection (a) of this Code section and shall include the date, time, and place of a public meeting to be held within ten days after publication at which the input of persons not represented by the citizens facility issues committee may be received.

(o) The negotiated concessions reached by the negotiating parties shall be reduced to writing and executed by the chairman of the citizens facility issues committee and the chief elected official of the host local government and shall be adopted by resolution of the host local government.

(p) If the negotiating parties fail to reach consensus on any issue or issues, the permit applicant may nonetheless proceed to seek a permit from the division. The facilitator shall notify the division in writing that the negotiating parties have failed to reach consensus.

(q) If the negotiating parties reach consensus on negotiated issues, the permit applicant may proceed to seek a permit from the division. The facilitator shall notify the division in writing that the negotiating parties have reached consensus.

(r) Negotiated concessions shall not be construed as environmental permit conditions.

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(s) Upon receipt of a written notification from the facilitator that the parties to negotiation have reached consensus or have failed to reach consensus on negotiated issues, and upon written notification from the permit applicant that he wishes to pursue permitting of the solid waste disposal facility for which an application has been filed, the director shall proceed to process the permit in accordance with Code Section 12-8-24.

**SCHLEY COUNTY - CITY OF ELLAVILLE
SOLID WASTE MANAGEMENT PLAN 2006 - 2016
IMPLEMENTATION STRATEGY**

Plan Element And Activity	Fiscal Year											Responsible Party	Estimated Cost	Funding Source			
	06	07	08	09	10	11	12	13	14	15	16						
Amount of Waste																	
Monitor waste volume	X	X	X	X	X	X	X	X	X	X	X	X	X	X	Chief Administrative Officers	Staff Time	User Fees
Collection																	
Maintain curbside collection	X	X	X	X	X	X	X	X	X	X	X	X	X	X	Board of Comm. City Council	\$170K/yr \$145K/yr	User Fees
Maintain self-sustaining user fees	X	X	X	X	X	X	X	X	X	X	X	X	X	X	Board of Comm. City Council	\$170K/yr \$145K/yr	User Fees
Equipment replacement: Backhoe Dump truck Truck and chipper												X	X	city manager	\$40K \$35K \$50K	Local/SPLOST Local/SPLOST Local/SPLOST	
Develop/adopt emergency procurement policy, as needed					X									Board of Comm. City Council	Staff Time	General Fund	
Disposal																	
Continue contracting with waste hauler to transport local waste stream for out-of-county disposal	X	X	X	X	X	X	X	X	X	X	X	X	X	X	Board of Comm. City Council	\$170K/yr \$145K/yr	User Fees
Maintain inert landfill	X	X	X	X	X	X	X	X	X	X	X	X	X	X	City of Ellaville	\$20K	Local
Develop/adopt emergency procurement policy, as needed					X									Board of Comm. City Council	Staff Time	Local	
Continue landfill closure process	X	X	X	X	X	X	X	X	X	X	X	X	X	Board of Comm.	\$50K- 100K/yr	Local	
Waste Reduction																	
Post information concerning recycling and reduction opportunities on web page	X	X	X	X	X	X	X	X	X	X	X	X	X	city manager	Staff Time	Local	
Continue current reduction/recycling practices identified in body of solid waste plan	X	X	X	X	X	X	X	X	X	X	X	X	X	Board of Comm. City Council	Staff Time	Local	
Participate in any state-sponsored scrap tire collection/recycling programs	X	X	X	X	X	X	X	X	X	X	X	X	X	Board of Comm.	Program Regulations	User Fees	

SCHLEY COUNTY SOLID WASTE MANAGEMENT PLAN CITY OF ELLAVILLE REPORT OF ACCOMPLISHMENTS 2004-06/2006		
Action	Jurisdiction	Accomplishments
Amount of Waste: To characterize solid waste generated in Schley County and to build a sound information base upon which management decisions can be made and progress toward state and local goals can be determined.		
1. Monitor waste quantities and sources; provide annual solid waste management and full cost reports to state.	City - County	completed
Collection: To ensure the efficient and effective collection of solid waste and recyclable and compostable materials within the City and County for the next ten years.		
1. Maintain curbside collection of mixed solid waste (recyclables/non-recyclables). Maintain user fees to pay for cost of collection service.	City - County	completed
Waste Reduction: To achieve a 25 percent per capita reduction by 1996 in the amount of solid waste received at disposal facilities and to sustain waste reduction programs for the next ten years and beyond.		
1. Assess waste reduction activities with Solid Waste Plan Update in 2006	City	25 percent reduction not applicable
2. Continue operation of inert landfill.	City	completed
Disposal: To ensure that disposal facilities in Schley County meet regulatory requires and can continue to support effective solid waste handling programs over the next ten years.		
1. Maintain waste disposal contract with Crisp County SWA.	City - County	completed

SCHLEY COUNTY SOLID WASTE MANAGEMENT PLAN CITY OF ELLAVILLE REPORT OF ACCOMPLISHMENTS 2004-06/2006		
Action	Jurisdiction	Accomplishments
Public Education and Involvement: To ensure that residents and businesses in Schley County understand the issues, needs, and goals of the solid waste management system.		
1. Reassess with Solid Waste Plan Update in 2006.	City - County	Update proposes enhanced public efforts
Land Limitation: To ensure that proposed solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable for such developments.		
1. Maintain contract for disposal out-of-county.	City - County	completed
Implementation and Financing: To achieve a balanced and affordable solid waste management plan implementation strategy, while also meeting the goals and requirements of state law.		
1. Review and update, as necessary, methods of financing solid waste management systems.	City - County	Reviewed and retained method of financing
2. Report solid waste management costs through the Full Cost Accounting Process.	City - County	completed
3. Monitor applicable post-closure requirements.	County	completed
4. Update Solid Waste Management Plan.	City - County	attached

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Attachment A - Collection Capacity Assurance

March 3, 2009

Honorable Greg Barneau
Chairman, Schley County
Board of Commissioners
P. O. Box 352
Ellaville, GA 31806

Honorable David Theiss
Mayor, City of Ellaville
P. O. Box 839
Ellaville, GA 31806

RE: Collection Capacity Assurance Letter

Dear Sirs:

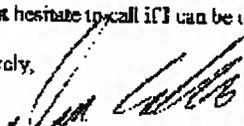
Please consider this letter as assurance of TransWaste's continued capacity to collect your waste stream throughout the 2006-2016 timeframe.

TransWaste Services, Inc. was founded in 1991, and today collects household waste from thousands of residential and commercial/industrial accounts in north and south Georgia. Schley County and Ellaville are serviced from one of our ten locations under state-issued permit number PBK-047-33CQL.

Your waste stream is, and for the foreseeable future will be, transported to the Veolia Environmental Services commercial landfill in Taylor County for disposal.

Do not hesitate to call if I can be of any further service.

Sincerely,


Don Collins
Government Contracts Manager



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Attachment B - Disposal Capacity Assurance



SOLID WASTE

March 2, 2009

Honorable Greg Barineau
Chairman, Schley County
Board of Commissioners
P. O. Box 352
Ellaville, GA. 31806

Honorable David Theiss
Mayor, City of Ellaville
P. O. Box 839
Ellaville, GA. 31806

RE: Landfill Disposal Capacity Assurance

Dear Sirs:

Veolia owns and operates the commercial MSW landfill in Taylor County under state permit 133-003D(SL). Review of recent annual weight records reveal the collective volume of waste hauled from Schley County to the landfill by TransWaste Services under contract with Schley County and the City of Ellaville averages less than 6,000 tons per year. We receive a comparable volume at the Taylor County site in less than a week. The state credits the site with approximately 55 years of capacity remaining. Veolia can properly dispose of your waste volume well beyond your ten year solid waste planning horizon.

Do not hesitate to call if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Teresa Blackston". The signature is fluid and cursive, with a long horizontal stroke at the end.

Teresa Blackston
Office Manager

Veolia ES Taylor County Landfill, LLC
P.O. Box 199, Mauk, Georgia 31058
tel: 478 862 2504 - fax: 478 862 2888
www.VeoliaES.com

Attachment C – Schley County Agreement with Waste Hauler

WASTE SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 13 day of Jan., 1998, by and between the SOLID WASTE MANAGEMENT AUTHORITY OF CRISP COUNTY, a public body corporate and politic of the State of Georgia (the "Authority"), and SCHLEY COUNTY, a political subdivision of the State of Georgia acting through its Board of Commissioners, (the "Participant").

WITNESSETH

WHEREAS, the Authority plans to construct and operate a permitted municipal solid waste processing facility located in Crisp County, Georgia (the "Waste Processing Facility") and one or more Transfer Stations located outside of Crisp County, Georgia; and

WHEREAS, the Participant desires to grant the Authority the exclusive right to collect, deliver, transport, treat, and/or dispose all Waste Material produced by Covered Units within the Participant's Service Area; and

WHEREAS, the Participant has, prior to the execution of this Agreement, been performing the refuse collection and/or disposal services which the Authority is agreeing to perform pursuant to this Agreement. The Participant has been performing those services as one of its governmental functions and services to its citizens, and not primarily as a business enterprise or source of revenue; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes any county or municipality to contract with any public authority for the provision of facilities or services which the contracting parties are authorized by law to provide; and

WHEREAS, the Participant desires to enter into this Agreement with the Authority for the use of the facilities and services of the Authority;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and the Participant agree as follows:

1. Term. The term of this Agreement shall commence upon the completion of the construction of the Waste Processing Facility and the receipt by the Authority of all permits necessary to process Waste Material at said facility or July 1, 1998, whichever shall first occur, and shall end on the twenty-fifth anniversary of the date of commencement. This Agreement may be extended for an additional term of twenty years upon the mutual consent of the parties hereto, provided that the term of

the contract, together with all extensions may not exceed fifty (50) years. Prior to the date of commencement, in the event and to the extent the Participant is unable to dispose of its Waste Material within the county in which Participant is located, the Authority will, upon 45 days' prior written notice, accept delivery of Waste Material for disposal pursuant to this Agreement.

2. Scope.

a. Waste Material. This Agreement applies only to Municipal Solid Waste and other Solid Waste which, under the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., and the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. §12-8-20 et seq., and the regulations promulgated thereunder, as the foregoing currently exist or are hereafter amended, may be disposed of in a Subtitle D landfill without special handling or further processing ("Waste Material".)

b. Non-Conforming Waste. Any wastes or materials other than Waste Material offered to the Authority by the Participant, including without limitation any Hazardous Waste and any Waste Material specifically excluded in Exhibit A attached hereto from the services or obligations contemplated to be performed under this Agreement are hereinafter referred to as "Non-Conforming Waste." The Participant warrants and represents that it shall not offer Non-Conforming Waste to the Authority. If the Participant offers to the Authority what is determined in the sole discretion of the Authority to be Non-Conforming Waste, then such Non-Conforming Waste shall upon notice to the Participant, at the Participant's option, either be (i) promptly reloaded, removed and returned to the Participant, or (ii) disposed by the Authority at the Designated Non-Conforming Waste Facility (as defined below). If the Participant does not notify the Authority of option (i) or (ii) within two (2) days of receipt of notice from the Authority, then the Authority may, in its sole discretion, select option (i) or (ii). All activities of the Authority with respect to Non-Conforming Waste shall be as agent for the Participant. All costs incurred by or on behalf of the Authority with respect to Non-Conforming Waste including, but not limited to, any fines or penalties assessed therefor, shall be promptly paid or reimbursed by the Participant. As used herein, "Designated Non-Conforming Waste Facility" means the Chemical Waste Management, Inc., facility located at Emelle, Alabama, and any additional or substituted facility as may from time to time be selected by the Authority and approved by the Participant.

3. Definitions. Except as otherwise expressly provided in this Agreement or as the context otherwise requires, capitalized terms used herein shall have the respective meanings assigned to them in Exhibit "A" hereto, which definitions are incorporated by

this reference.

4. Services To Be Provided. See attached Exhibit "A", which is incorporated herein by this reference.

5. Fees. See attached Exhibit "B", which is incorporated herein by this reference.

6. Termination.

a. The Authority may terminate this agreement if the Participant fails to comply with paragraphs 2 or 5 hereof.

b. The Participant may terminate this Agreement, on one year's written notice, at any time after the indebtedness incurred in the construction of the Waste Processing Facility has been fully paid (other than by refinancing in whole or in part) and this Agreement has been reassigned to the Authority and is no longer collateral to secure an indebtedness.

7. Additional Warranties.

a. The Authority warrants to the Participant that:

i. it shall perform all services in a safe, efficient and lawful manner with qualified workers;

ii. it will comply with in all material respects with the requirements of federal, state, and local laws, regulations, and ordinances applicable to the services to be performed by it hereunder, as more fully described in Exhibit "A", attached hereto;

iii. it has or will obtain or cause to be obtained all permits or other approvals required for the services to be performed by it hereunder, as more fully described in Exhibit "A", attached hereto;

iv. with respect to the Waste Material delivered to the Authority hereunder and processed at the Waste Processing facility, all federal and state rules and regulations for percentage reduction of waste to be placed in landfills will be met or exceeded, and where documents are required to be prepared by the Participant and retained by the Participant, the Authority will provide true and accurate information; and

v. if any permit of approval referred to in clause iii above: (A) is shortly or administrative, (B) becomes the subject of judicial or administrative action seeking revocation or suspension thereof, or (C) is cancelled, materially changed or modified (or is threatened to be cancelled, materially changed or modified), which expiration, revocation, suspension,

cancellation or material change or modification materially affects (or could reasonably be expected to materially affect) the ability of the Authority to perform under this Agreement, the Authority shall promptly notify the Participant in writing of the occurrence and the Authority's resulting inability to perform hereunder. Such notice shall also be provided in the event the Authority decides not to seek any permit, license, certificate or approval referred to in clause iii above and not obtained by the Authority as of the date of this Agreement.

b. the Participant warrants to the Authority that:

i. it has title to the Waste Material being tendered hereunder and the same was generated in Participant's jurisdiction, except to the extent the Authority has given Participant written permission to tender Waste Material generated from beyond Participant's jurisdiction;

ii. it will provide the documentation referenced herein;

iii. the Waste Material is that as set forth in Paragraph 2 hereof; and

iv. it will neither implement nor encourage (or expand, if existing) on-site separation of Waste Material.

c. Each of the parties hereunder, together with any assignee thereof, shall have the right to compel specific performance of the terms of this Agreement.

8. Indemnifications.

a. The Authority agrees to indemnify and hold the Participant, its agents, employees and subcontractors harmless from and against any and all liabilities, damages, fines, claims, penalties, forfeitures, costs, claims and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which are caused by or arise from any negligent act or omission or any willful act or omission or any breach of contract by the Authority, its agents, employees or subcontractors in the performance of this Agreement; and

b. the Participant agrees to indemnify and hold the Authority, its agents, employees and subcontractors harmless from and against any and all damages, fines, liabilities, claims, penalties, forfeitures, costs, claims and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees) which are caused by or arise from any negligent act or omission or any willful act or omission or any breach of contract by the Participant or its agents, employees, or subcontractors in the performance of this Agreement.

9. Independent Contractor. At all times during the term of this Agreement, the Authority shall be considered an independent contractor and as such, it agrees to be fully responsible for any and all acts and omission of its employees, agents, and subcontractors in the performance of the services involved hereunder.

10. Force Majeure Events; Obligations Absolute.

a. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, strikes, fire, flood, windstorm, explosion, riot, war, sabotage, court injunction or order, loss of permits, governmental action or any other cause or causes ("Force Majeure Events") beyond the reasonable control of the party affected; provided, however, that a Force Majeure Event shall not excuse the Participant's failure to perform its obligations under Section 4 of this Agreement. In the event of the occurrence of a Force Majeure Event, the affected party shall promptly notify the other party of such occurrence and of the anticipated extent of the delay. Each of the parties hereto shall be diligent in attempting to cure or remove such Force Majeure Event.

b. If as a result of a Force Majeure Event or a new or changed federal, state or local statute, rule, regulation or other governmental action, the Authority is unable to perform its services under this Agreement, the Authority shall promptly notify the Participant in writing of such occurrence and shall use its best efforts to eliminate the cause of such nonperformance. In such a circumstance, the Authority shall not be in violation of this Agreement so long as it takes diligent steps to provide alternative disposal facilities or arrangements for the disposal of the Waste Material.

11. Assignment. The Participant hereby acknowledges and agrees that the Authority may assign and pledge this Agreement and any monies due or to become due hereunder to secure debt incurred by the Authority to finance the acquisition, construction, maintenance and repair of the Waste Processing Facility, and that, upon such assignment, the obligations of the parties hereto shall continue to be irrevocable and non-cancelable. Participant further agrees to provide such financial and operational information as may be reasonably required by any party or parties to which this Agreement may be assigned and to cooperate with the Authority in the Authority's efforts to obtain financing for the construction of the Waste Processing Facility. The Authority may employ one or more independent contractors to fulfill its obligations under this Agreement but shall provide to the Participant the names and addresses of such contractors, and the Authority shall remain primarily liable for the performance of its obligations under this Agreement notwithstanding said

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employment. Except as herein provided, neither party shall otherwise assign this Agreement or any monies due or to become due to it hereunder without prior written consent of both parties.

12. Exclusivity. Except as provided in paragraph c of Exhibit "A" attached hereto, this Agreement shall be construed as granting the Authority the exclusive right to perform the services set forth in Exhibit "A" with respect to Waste Material generated by Covered Units in the Participant's jurisdiction, which Waste Material is estimated to be not less than Forty-Six (46) tons per month. The participant warrants that it has the authority to grant such exclusive right as described in this Agreement. Participant covenants that, during the term of this Agreement, it will not engage others, or itself become involved, in any activity that would impair the exclusive right of the Authority.

13. Notices. Any written notice(s) required to be given by the terms of this Agreement shall be delivered by hand or be mailed, postage paid, to the following addresses:

To the Participant: Board of Commissioners of
Schley County
P. O. Box 352
Ellaville, Georgia 31806

To the Authority: Solid Waste Management Authority
of Crisp County
3380 Highway 41 South
P. O. Box 1278
Cordele, Georgia 31010-1278

14. Headings. Section and paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

15. Entire Agreement. This Agreement, including Exhibits, constitutes the entire Agreement, between the Authority and the Participant with respect to the service and other obligations specified, and all previous representations, understandings or undertakings relative thereto, either written or oral, are hereby annulled and superseded. No modification shall be binding on the Authority or the Participant unless it shall be in writing and signed by an authorized representative of both parties.

16. Confidentiality.

a. Subject to paragraphs c and d, below, the Authority and the Participant shall treat as confidential property and not disclose to others during or for two years subsequent to the term of this Agreement, except as is necessary to perform this

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Agreement (and then only on a confidential basis satisfactory to both parties), any information (including any technical information, experience or data) regarding either party's plans, programs, plants, processes, products, costs, equipment, operations or customers which may come within the knowledge of the parties, their officers or their employees in the performance of this Agreement, without in each instance securing the prior written consent of the other party.

b. Subject to paragraphs c and d, below, the Authority shall also treat as confidential and shall not disclose to others, except as required by law, information relating to the composition of the Waste Material.

c. Nothing above shall prevent the Authority from making any disclosures of any information referred to in paragraphs a and b as may be required in connection with the financing of the construction of the Waste Processing Facility.

d. Nothing above shall prevent either the Authority or the Participant from disclosing to others or using in any manner information which either party can show:

i. has been published and has become part of the public domain other than by acts, omissions or fault of the Authority or the Participant or their employees;

ii. has been furnished or made known to the Authority or the Participant by third parties (other than those acting directly or indirectly for or on behalf of the Authority or the Participant) as a matter of legal right without restrictions on its disclosure;

iii. was in the party's possession prior to the disclosure thereof by the other party; or

iv. the disclosure of which is required by law or injunction.

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

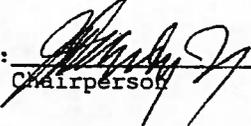
18. Further Assurances. Each party hereto shall execute and deliver any instruments and perform any acts necessary and reasonably requested by the other party to give full effect to this Agreement.

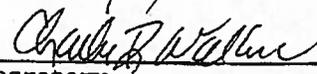
19. Nature of Obligations. The obligations of the Participant under this Agreement are General Obligations of the Participant and shall constitute a pledge of the full faith and credit of the Participant.

IN WITNESS WHEREOF, the Authority and the Participant have each caused this Agreement to be executed by its duly authorized representatives on the day and year set forth.

SOLID WASTE MANAGEMENT
AUTHORITY OF CRISP COUNTY

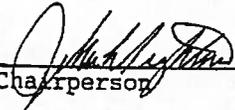
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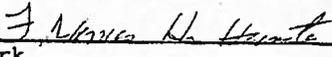
By: 
Chairperson

Attest: 
Secretary

BOARD OF COMMISSIONERS OF SCHLEY
COUNTY

(SEAL)

By: 
Vice Chairperson

Attest: 
Clerk

FINAL

EXHIBIT "A"
Collection, Hauling and Disposal Services

Participant does hereby grant to the Authority the sole and exclusive right, within the jurisdictional limit of the Participant, to provide refuse collection for each Covered Unit, such collection, hauling and disposal services to be as specified herein, including all of the work called for and described herein; except for those items and services to be provided by the Participant, the Authority shall furnish all personnel, labor, equipment, trucks and all other items necessary to accomplish the same; performance under this paragraph being subject to the following terms and conditions:

a. Definitions.

BAGS -- Plastic sacks designed for Waste Material with sufficient wall strength to maintain physical integrity when lifted by top with no support beneath; securely tied at the top for collection, with a capacity not to exceed 30 gallons and a loaded weight not to exceed 35 pounds.

BROWN GOODS -- Bulky waste such as sofas, chairs, mattresses and the like.

BULKY WASTE -- A large appliance, piece of furniture or waste material from a residential source other than Construction Debris or Hazardous Waste, with a weight or volume greater than that allowed for Containers.

COMMERCIAL UNIT -- Any hotel, restaurant, store, office, warehouse or other non-manufacturing establishment provided with a Container or Front-loading Container. All Commercial Units shall be located in the Service Area.

CONSTRUCTION DEBRIS -- Waste building materials result from construction, remodeling, repair or demolition operations.

CONTAINERS -- A receptacle (not including Front-loading Containers) made of plastic, metal, or fiberglass with a capacity not to exceed 100 gallons, a loaded weight of not more than 75 pounds, a tight fitting lid, and handles of adequate strength for lifting.

COVERED UNITS -- All of the Commercial Units, Industrial Units and/or Residential Units within the Service Area with respect to which the Authority has agreed to perform the services contemplated to be performed by it hereunder in accordance with the terms hereof.

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EXHIBIT "A"
Collection, Hauling and Disposal Services

DISPOSAL SITE -- A refuse depository for the proceeding or disposal of Waste Material, including, but not limited to, sanitary landfills, transfer stations, incinerators, and waste processing separation centers, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

FRONT-LOADING CONTAINERS -- A metal receptacle that can be mechanically lifted into the Authority's collection vehicles for disposal of the Waste Material contained therein.

GARBAGE -- Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and including food containers.

HAZARDOUS WASTE -- Waste designated, regulated, or defined as hazardous waste pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §6921 et seq. or the Georgia Hazardous Waste Management Act, O.C.G.A. §12-8-60 et seq. and the regulations promulgated thereunder, as the foregoing currently exist or are hereafter amended.

INDUSTRIAL UNIT -- Any establishment generating Industrial Waste and provided with a container or Front-loading Container. Each Industrial Unit shall be within the Service Area.

INDUSTRIAL WASTE -- Waste designated, regulated, or defined as municipal solid waste pursuant to Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq. or the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. §12-8-20 et seq. and the regulations promulgated thereunder, as the foregoing currently exist or are hereafter amended.

MUNICIPAL SOLID WASTE -- Waste designated, regulated, or defined as municipal solid waste pursuant to Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq. or the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. §12-8-20 et seq. and the regulations promulgated thereunder, as the foregoing currently exist or are hereafter amended.

REFUS.
Discarded waste materials in a solid or semi-liquid state, consisting of Garbage, Rubbish or a combination thereof.

RESIDENTIAL UNIT -- A dwelling or occupied living space within the Service Area including but not limited to

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EXHIBIT "A"
Collection, Hauling and Disposal Services

single family residences, apartments, efficiency units, mobile homes, and condominiums, provided with a Container. All Residential Units shall be located within the Service Area.

RUBBISH -- Non-putrescible solid wastes consisting of combustible and non-combustible materials.

SERVICE AREA -- The geographic area consisting of the unincorporated areas of the Participant.

WHITE GOODS -- Bulky Waste such as refrigerators, freezers, washers, dryers, and other large appliances.

YARD TRIMMINGS -- Waste designated, regulated, or defined as yard trimmings pursuant to Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq. or the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. §12-8-20 et seq. and the regulations promulgated thereunder, as the foregoing currently exist or are hereafter amended.

WASTE MATERIAL -- Municipal Solid Waste, Industrial Waste, and Commercial Waste which may be disposed of in a Subtitle D landfill, without special handling or further processing, under the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq. or the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. §12-8-20 et seq. and the regulations promulgated thereunder, as the foregoing currently exist or are hereafter amended.

b. **Waste Excluded.** The Agreement does not require or contemplate the collection, hauling or disposal of Yard Trash, Construction Debris, or Hazardous Waste, except as specifically set forth herein.

c. **Exclusive Franchise.** Except as provided below, this Agreement shall be construed as granting the Authority the exclusive right to collect and transport Waste Material generated by Covered Units located in the Participant's jurisdiction which Waste Material Participant may lawfully obtain possession through compulsory solid waste collection and disposal services for which Participant may charge a fee or a tax for the costs of providing such services. With respect to any Covered Unit in Participant's jurisdiction which generates Waste Material which is transported or disposed of pursuant to a contract in effect on the date of this Agreement (hereafter, "pre-existing contract"), the Participant grants to the Authority the exclusive right to transport, process and dispose of Waste Material generated in each such Covered Unit upon the expiration of the current term of

EXHIBIT "A"
Collection, Hauling and Disposal Services

any pre-existing contract. The Participant warrants that it has the authority to grant such exclusive right as described in this Agreement. The Participant covenants that, during the term of this Agreement, it will not engage others, or itself become involved, in the activities of collecting, transporting, and/or disposing of the Waste Material generated by Covered Units or any other similar activity that would impair the exclusive right of the Authority.

d. Services Provided To The Participant. The Authority shall provide curbside collection service for the collection of Waste Material from all Residential Units located within the unincorporated areas of the Participant one (1) time per week. It is the resident's responsibility to see that containers are placed curbside or as close as practicable to the collection vehicle routes by 7:00 a.m. on the designated collection day. Curbside refers to that portion of the right of way adjacent to paved or traveled roadways (including alleys). The Authority shall further provide collection services for all Commercial or Industrial Units located within the unincorporated areas of the Participant on schedules to be agreed upon.

i. The Authority may decline to collect: any Container not properly placed; any Container not defined in the Definitions; any Containers that contain sharp objects or liquids; or any Waste Material not properly contained, except White Goods, Brown Goods or Bulky Waste, which is placed next to the Container. Where the Authority has reason to leave solid waste uncollected at a Covered Unit, the Authority or its agents shall inform the resident within two (2) days by written notice, mailing, or telephone as to why the solid was not collected, i.e., non-residential solid waste, Hazardous Waste, unapproved Containers; improper placement, etc.

ii. The Authority shall also provide collection service for disabled persons who are in fact unable by reason of age or infirmity to place their Containers at curbside. Disabled persons will be determined by the Participant, exercising reasonable good faith judgment, the Authority will be so notified of such disabled persons, and any resident of the city who has a certification from a licensed physician that such persons is disabled will be exempt from placing their refuse curbside. The Authority agrees to collect waste of such disabled persons in any mutually convenient place on the premises of such disabled persons, except the Authority will not be required to go into houses or other dwellings.

EXHIBIT "A"
Collection, Hauling and Disposal Services

iii. The Authority shall deliver the Waste Material collected to the Waste Processing Facility. The Authority will provide sufficient long-haul waste transfer trailers and power units to transport such Waste Material. All equipment (trucks and trailers) will be clean and in sound operating condition at all times. Trailers will be designed so as to transport approximately twenty (20) tons of MSW using moderate compaction. When transporting Waste Material, all trailers should be sealed and covered to prevent littering and comply with all local, state and federal laws, rules and regulations relating to the removal and transportation of solid waste.

e. Hours of Collection. Normal hours of Residential Collection are to be from 7:00 a.m. on days mutually agreed upon by the Participant and Authority which, when agreed upon, shall result in residents receiving service on the same day of each week thereafter, with the possible exceptions of holidays or other such extenuating circumstances. Said days and routes of residential and commercial service to be prepared in a schedule by the Authority shall constitute the hours and days of collection. Exceptions may be made only when the Authority has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances or upon the mutual agreement of the Participant and the Authority.

f. Routes and Schedule of Collections. Not later than seven (7) days prior to commencing service, the Authority to furnish for the Participant's approval the initial schedules and maps of all routes to be used in serving the Participant. Any changes in routes and/or schedules will also be subject to the Participant's approval which will not be unreasonably withheld. However, in order to enable the Authority to do so, the Participant is to provide the Authority with maps and names and mailing addresses of the residents and businesses who are to be served hereunder.

g. Missed Collections. In the event that a regularly scheduled collection is missed and a complaint received by either the Participant or the Authority, and where no fault can be found on the generator's part, a special collection of the refuse will be required of the Authority within forty-eight (48) hours. The Participant shall notify the Authority of any complaints they received within two (2) hours. The Authority will at all times during the term of the Agreement provide a telephone number which County City residents may call which is not a long distance charge to the caller.

EXHIBIT "A"
Collection, Hauling and Disposal Services

h. **Holidays.** The Authority shall provide the Participant a list of holidays that the Authority shall observe at least three (3) months prior to the observing of any holiday. The suspension of collection service on any holiday in no way relieves the Authority of its obligations to provide collection services at least the requisite number of times per week. Extending the hours of service to meet this obligation is subject to the Participant's approval, which will not be reasonably withheld.

i. **Complaints.** The Authority shall receive and respond to all complaints regarding services provided under this Agreement. Any complaint received by the Participant will be directed to the Authority. Should a complaint go unresolved for longer than five (5) days, the Participant will have the right to demand an explanation or resolution to their reasonable satisfaction.

j. **Collection Equipment.** An adequate number of vehicles shall be provided by the Authority to collect Waste Material in accordance with the terms of the Agreement. The vehicles shall be licensed in the State of Georgia and shall operate in compliance with all applicable state, federal and municipal regulations. All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, at a minimum, the name and phone number of the Authority plainly visible on both cab doors. Each vehicle shall be uniquely numbered in lettering at least two inches (2") high. Each truck shall have at least one broom and shovel to clean up solid waste that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secure so as to prevent any littering of solid waste and/or leakage of fluid. No vehicles shall be willfully overloaded. The Authority may make other collections with the same vehicles used for Agreement collections provided that such use in no way impairs the delivery of service required under this Agreement.

k. **Personnel.** The Authority shall require its employees to be courteous at all times, to work quietly and not to use loud or profane language. Each employee shall wear a uniform clearly labeled with the name of company and employee. Clothing will be as neat and clean as circumstances permit. Shirts will be required at all times. The Authority's employees shall follow the regular walks for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property to adjoining property and shall not meddle or tamper with property which does not or should not concern them. Each employee assigned to drive a vehicle shall, at all times,

EXHIBIT "A"
Collection, Hauling and Disposal Services

carry a valid driver's license for the type of vehicle said employee is driving. The Participant shall have the right to make a complaint regarding any employee of the Authority who violates any provision hereof or who is wanton, negligent, or discourteous in the performance of his duties. The Participant may suggest action to be taken on its complaint, but it shall not be binding on the authority.

l. Containers. All Containers required under this Agreement shall be provided by the Authority and shall remain the property of the Authority. The Authority may replace Containers whenever, in the Authority's determination, such replacement is necessary or appropriate.

m. Notification of Residents. The Participant shall inform all residents of the complaint procedures, rates, regulations and day(s) for scheduled refuse collection. Where residents are informed via newspaper advertisements, the same will be paid for by the Authority.

FINAL

EXHIBIT "B"
Collection, Hauling and Disposal Fees

a. Base Compensation and Adjustments for New or Discontinued Service. Before commencement of work under this Agreement, it shall be the Participant's responsibility to provide the Authority with an accurate address list of Covered Units to receive service. Thereafter and for the duration of the Agreement, the Participant shall promptly inform the Authority of any new or discontinued service, and the Authority may rely upon the Participant for such information. The Participant may bill all customers at whatever rate the Participant shall determine to charge.

i. Notwithstanding the Participant's collection from their citizens, the Participant shall pay the Authority monthly in accordance with the following schedule:

(# Covered Units Receiving Service, but in no event less than 400) x (Basic Monthly Rate for Covered Collections). For residents in the unincorporated areas of the Participant, the Initial Basic Monthly Rate for Covered collection shall be \$11.00 for each Container utilized by a Covered Unit; provided, however, the Initial Basic Monthly Rate for Industrial or Commercial Units receiving service from a container larger than 100 gallons or more than one per week shall be \$2.85 per cubic yard based on the size of each Container utilized times the number of weekly services contracted for.

ii. The Participant shall remit payment for the amount due for services before the 12th day of the month immediately following the month for which the payment pertains. Payment shall be based upon the Participant's understanding of the number of Units; and, if the Authority disputes the amount of the payment, the Authority may nonetheless cash the Participant's check, but promptly move to resolve any dispute with the Participant. Late payment shall bear interest at the rate of ten percent (10%) per annum from the due date to the date of payment.

iii. Where a Unit received new service or discontinued service for less than the full calendar month (determined by collections included in the month), its charge will be prorated according to the percentage of that month's collections to be performed.

EXHIBIT "B"
Collection, Hauling and Disposal Fees

iv. Governmental Fee Adjustments. In the event the Authority becomes liable for or is required to collect and/or pay any governmental tax, increased franchise fee, surcharge, or the like in the collection, processing, or disposal of such Refuse under the Agreement, such tax, fee or surcharge shall be the responsibility of the Participant, to be paid along with the Authority's Basic Compensation.

v. Unknown Items. The Authority may petition the Participant at any time for additional rate adjustments on the basis of unforeseen matters which are not covered by the adjustments set forth in (i) through (iv) above, but which materially and adversely affect the Authority in carrying out the Agreement. The Participant may, but is not required to, increase the Basic Monthly Rate to take the same into account.

vi. The Authority shall provide the Participant notice of the increase or decrease in the Basic Monthly Rate at least sixty (60) days prior to the same becoming effective. In the event the Participant disagrees with the amount of the increase or decrease and the parties are unable to resolve the disagreement, the amount of the increase or decrease shall be decided by arbitration as follows:

(a) The Participant shall notify the Authority in writing prior to the effective date of the adjustment that the Participant has elected to have the matter arbitrated;

(b) Each party shall select an arbitrator who has been registered by the Georgia Office of Dispute Resolution or by the American Arbitration Association. The two selected arbitrators shall select a third arbitrator. The matter shall then be submitted to said panel of three arbitrators. The decision of a majority of the panel of arbitrators shall be final between the parties.

(c) The Participant shall make payments to the Authority on the basis of the Basic Monthly Rate as notified by the Authority until the decision of the panel of arbitrators. In the event the decision shall reduce the rate, said reduced rate shall become immediately effective and the Authority shall, within ten (10) days of said decision, pay the difference between the amount received from the Participant and the amount which would have been due from the Participant had the Authority adjusted the rate in the manner set forth in the panel of arbitrator's decision.

FINAL

EXHIBIT "B"
Collection, Hauling and Disposal Fees

c. Recycling Rebate. The Authority shall pay to the Participant an amount from the net proceeds the Authority receives from sales of materials recovered from the Waste received by the Authority, which amount shall be calculated as follows:

(a) Recovery from Waste Received. The net amount the Authority receives from the sale of materials recovered from the waste delivered to the Authority, after deduction of operating losses and funding of reserves required by lenders, if any, divided by the total tons of Waste received by the Authority during the period of calculation is the Recovery from Waste Received.

(b) Base Recovery. The Base Recovery is \$16.00 per ton, adjusted for changes in the CPI as formulated at paragraphs b.i. and b.ii., above.

(c) The amount the Authority shall rebate to the Participant shall be 25% of the amount the Recovery from Waste Received exceeds the Base Recovery times the number of tons received from the Participant for the period of calculation.

d. Disputed Payments. In the event either party receives a payment pursuant to this Agreement from the other party and disputes the amount of the payment, the party receiving payment may cash the check or otherwise deposit the payment without waiving its right to dispute the amount thereof.

FINAL

Solid Waste Management Authority
of Crisp County, Georgia

The Bankers Bank
Atlanta, Georgia

Citizens Bank
Vienna, Georgia

The undersigned does hereby certify that he is the duly elected Vice Chairman of the Board of Commissioners of Schley County (the "County"), and does hereby further certify as follows in connection with the execution, delivery and performance of that certain Waste Service Agreement dated 1-13-99, a copy of which is attached hereto as Exhibit "A" (the "Waste Service Agreement"), between the Solid Waste Management Authority of Crisp County (the "Authority") and the County:

- (1) The Waste Service Agreement has been duly authorized, executed and delivered on behalf of the County pursuant to a resolution adopted by the Board of Commissioners of the County at a public meeting duly called and assembled on Dec. 16, 1997 (the "Resolution"). A copy of the Resolution and a copy of the Waste Service Agreement have been placed in the permanent minute book of the County. The Resolution is of full force and effect as of the date hereof.
- (2) No litigation or other proceeding is pending or, to my best knowledge following reasonable investigation, threatened in any court or other tribunal of competent jurisdiction, whether state or federal, in any way (a) questioning or adversely affecting the organization, existence, powers, authority or validity of the County or the title to or validity of the office of the respective officers and officials of the County or (b) questioning or adversely affecting the validity or enforceability of the transactions contemplated by the Waste Service Agreement.
- (3) None of the proceedings or authority of the County pertaining to the authorization, execution and delivery of the Waste Service Agreement have been modified, repealed, revoked or rescinded.
- (4) The execution, delivery and performance of the Waste Service Agreement by the County does not constitute a default under any ordinance, resolution, contract,

agreement, indenture or other document, instrument or restriction of any kind to which the County is a party or by which it or any of its revenues or assets are or may be bound, nor result in a violation of any order, judgment, rule, regulation, decree or order of any court, government, governmental authority or regulatory authority having jurisdiction over the County.

(5) The County has obtained all consents, approvals, authorizations, permits, licenses, certificates and orders of any government, governmental authority or regulatory authority that are required to be obtained by the County as a condition precedent to the execution and delivery of the Waste Service Agreement by the County or the performance of the County's obligations thereunder.

(6) The County hereby consents to the assignment of the Waste Service Agreement by the Authority to The Bankers Bank, Atlanta, Georgia and Citizens Bank, Vienna, Georgia.

Witness our hands and the seal of the County, this 13 day of June, 1999.

BOARD OF COMMISSIONERS OF SCHLEY COUNTY

By: [Signature]
Vice Chairperson

(SEAL)

Attest: [Signature]
Clerk

Attachment D – City of Ellaville Agreement with Waste Hauler

printed June 16, 1997

WASTE SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 28 day of August, 1997, by and between the SOLID WASTE MANAGEMENT AUTHORITY OF CRISP COUNTY, a public body corporate and politic of the State of Georgia (the "Authority"), and CITY OF ELLAVILLE, a Georgia Municipality acting through its Mayor and City Council, (the "Participant").

WITNESSETH

WHEREAS, the Authority plans to construct and operate a permitted municipal solid waste processing facility located in Crisp County, Georgia (the "Waste Processing Facility") and one or more Transfer Stations located outside of Crisp County, Georgia; and

WHEREAS, the Participant desires to grant the Authority the exclusive right to collect, deliver, transport, treat, and/or dispose all Waste Material produced by Covered Units within the Participant's Service Area; and

WHEREAS, the Participant has, prior to the execution of this Agreement, been performing the refuse collection and/or disposal services which the Authority is agreeing to perform pursuant to this Agreement. The Participant has been performing those services as one of its governmental functions and services to its citizens, and not primarily as a business enterprise or source of revenue; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes any county or municipality to contract with any public authority for the provision of facilities or services which the contracting parties are authorized by law to provide; and

WHEREAS, the Participant desires to enter into this Agreement with the Authority for the use of the facilities and services of the Authority;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and the Participant agree as follows:

1. **Term.** The term of this Agreement shall commence upon the completion of the construction of the Waste Processing Facility and the receipt by the Authority of all permits necessary to process Waste Material at said facility or July 1, 1998, whichever shall first occur, and shall end on the twenty-fifth anniversary of the date of commencement. This Agreement may be extended for an additional term of twenty years upon the

mutual consent of the parties hereto, provided that the term of the contract, together with all extensions may not exceed fifty (50) years. Prior to the date of commencement, in the event and to the extent the Participant is unable to dispose of its Waste Material within the county in which Participant is located, the Authority will, upon 45 days' prior written notice, accept delivery of Waste Material for disposal pursuant to this Agreement.

2. Scope.

a. Waste Material. This Agreement applies only to Municipal Solid Waste and other Solid Waste which, under the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., and the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. §12-8-20 et seq., and the regulations promulgated thereunder, as the foregoing currently exist or are hereafter amended, may be disposed of in a Subtitle D landfill without special handling or further processing ("Waste Material".)

^{or} b. Non-Conforming Waste. Any wastes or materials other than Waste Material offered to the Authority by the Participant, including without limitation any Hazardous Waste and any Waste Material specifically excluded in Exhibit A attached hereto from the services or obligations contemplated to be performed under this Agreement are hereinafter referred to as "Non-Conforming Waste." The Participant warrants and represents that it shall not offer Non-Conforming Waste to the Authority. If the Participant offers to the Authority what is determined in the sole discretion of the Authority to be Non-Conforming Waste, then such Non-Conforming Waste shall upon notice to the Participant, at the Participant's option, either be (i) promptly reloaded, removed and returned to the Participant, or (ii) disposed by the Authority at the Designated Non-Conforming Waste Facility (as defined below). If the Participant does not notify the Authority of option (i) or (ii) within two (2) days of receipt of notice from the Authority, then the Authority may, in its sole discretion, select option (i) or (ii). All activities of the Authority with respect to Non-Conforming Waste shall be as agent for the Participant. All costs incurred by or on behalf of the Authority with respect to Non-Conforming Waste including, but not limited to, any fines or penalties assessed therefor, shall be promptly paid or reimbursed by the Participant. As used herein, "Designated Non-Conforming Waste Facility" means the Chemical Waste Management, Inc., facility located at Emelle, Alabama, and any additional or substituted facility as may from time to time be selected by the Authority and approved by the Participant.

3. Definitions. Except as otherwise expressly provided in this Agreement or as the context otherwise requires, capitalized terms used herein shall have the respective meanings assigned to

them in Exhibit "A" hereto, which definitions are incorporated by this reference.

4. Services To Be Provided. See attached Exhibit "A", which is incorporated herein by this reference.

5. Fees. See attached Exhibit "B", which is incorporated herein by this reference.

6. Termination.

a. The Authority may terminate this agreement if the Participant fails to comply with paragraphs 2 or 4 hereof.

b. The Participant may terminate this Agreement, on one year's written notice, at any time after the indebtedness incurred in the construction of the Waste Processing Facility has been fully paid (other than by refinancing in whole or in part) and this Agreement has been reassigned to the Authority and is no longer collateral to secure an indebtedness.

7. Additional Warranties.

a. The Authority warrants to the Participant that:

i. it shall perform all services in a safe, efficient and lawful manner with qualified workers;

ii. it will comply with in all material respects with the requirements of federal, state, and local laws, regulations, and ordinances applicable to the services to be performed by it hereunder, as more fully described in Exhibit "A", attached hereto;

iii. it has or will obtain or cause to be obtained all permits or other approvals required for the services to be performed by it hereunder, as more fully described in Exhibit "A", attached hereto;

iv. it will deliver the Waste Material to the Southern States landfill located in Taylor County, Georgia until June 1, 1998.

v. with respect to the Waste Material delivered to the Authority after June 1, 1998 hereunder and processed at the Waste Processing Facility, all federal and state rules and regulations for percentage reduction of waste to be placed in landfills will be met or exceeded, and, where documents are required to be prepared by the Participant and retained by the Participant, the Authority will provide true and accurate information; and

vi. if any permit or approval referred to in clause iii above: (A) is shortly to expire, (B) becomes the subject of judicial or administrative action seeking revocation or suspension thereof, or (C) is canceled or materially changed or modified (or is threatened to be canceled, or materially changed or modified), which expiration, revocation, suspension, cancellation or material change or modification materially affects (or could reasonably be expected to materially affect) the ability of the Authority to perform under this Agreement, the Authority shall promptly notify the Participant in writing of the occurrence and the Authority's resulting inability to perform hereunder. Such notice shall also be provided in the event the Authority decides not to seek any permit, license, certificate or approval referred to in clause iii above and not obtained by the Authority as of the date of this Agreement.

b. the Participant warrants to the Authority that:

i. it has title to the Waste Material being tendered hereunder and the same was generated in Participant's jurisdiction, except to the extent the Authority has given Participant written permission to tender Waste Material generated from beyond Participant's jurisdiction;

ii. it will provide the documentation referenced herein;

iii. the Waste Material is that as set forth in Paragraph 2 hereof; and

iv. it will neither implement nor encourage (or expand, if existing) on-site separation of Waste Material.

c. Each of the parties hereunder, together with any assignee thereof, shall have the right to compel specific performance of the terms of this Agreement.

8. Indemnifications.

a. The Authority agrees to indemnify and hold the Participant, its agents, employees and subcontractors harmless from and against any and all liabilities, damages, fines, claims, penalties, forfeitures, costs, claims and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which are caused by or arise from any negligent act or omission or any willful act or omission or any breach of contract by the Authority, its agents, employees or subcontractors in the performance of this Agreement; and

b. the Participant agrees to indemnify and hold the Authority, its agents, employees and subcontractors harmless from and against any and all damages, fines, liabilities, claims,

penalties, forfeitures, costs, claims and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees) which are caused by or arise from any negligent act or omission or any willful act or omission or any breach of contract by the Participant or its agents, employees, or subcontractors in the performance of this Agreement.

9. Independent Contractor. At all times during the term of this Agreement, the Authority shall be considered an independent contractor and as such, it agrees to be fully responsible for any and all acts and omission of its employees, agents, and subcontractors in the performance of the services involved hereunder.

10. Force Majeure Events: Obligations Absolute.

a. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, strikes, fire, flood, windstorm, explosion, riot, war, sabotage, court injunction or order, loss of permits, governmental action or any other cause or causes ("Force Majeure Events") beyond the reasonable control of the party affected; provided, however, that a Force Majeure Event shall not excuse the Participant's failure to perform its obligations under Section 4 of this Agreement. In the event of the occurrence of a Force Majeure Event, the affected party shall promptly notify the other party of such occurrence and of the anticipated extent of the delay. Each of the parties hereto shall be diligent in attempting to cure or remove such Force Majeure Event.

b. If as a result of a Force Majeure Event or a new or changed federal, state or local statute, rule, regulation or other governmental action, the Authority is unable to perform its services under this Agreement, the Authority shall promptly notify the Participant in writing of such occurrence and shall use its best efforts to eliminate the cause of such nonperformance. In such a circumstance, the Authority shall not be in violation of this Agreement so long as it takes diligent steps to provide alternative disposal facilities or arrangements for the disposal of the Waste Material.

11. Assignment. The Participant hereby acknowledges and agrees that the Authority may assign and pledge this Agreement and any monies due or to become due hereunder to secure debt incurred by the Authority to finance the acquisition, construction, maintenance and repair of the Waste Processing Facility, and that, upon such assignment, the obligations of the parties hereto shall continue to be irrevocable and non-cancelable. Participant further agrees to provide such financial and operational information as may be reasonably required by any party or parties to which this Agreement may be assigned and to

cooperate with the Authority in the Authority's efforts to obtain financing for the construction of the Waste Processing Facility. The Authority may employ one or more independent contractors to fulfill its obligations under this Agreement but shall provide to the Participant the names and addresses of such contractors, and the Authority shall remain primarily liable for the performance of its obligations under this Agreement notwithstanding said employment. Except as herein provided, neither party shall otherwise assign this Agreement or any monies due or to become due to it hereunder without prior written consent of both parties.

12. **Exclusivity.** Except as provided in paragraph c of Exhibit "A" attached hereto, this Agreement shall be construed as granting the Authority the exclusive right to perform the services set forth in Exhibit "A" with respect to Waste Material generated by Covered Units in the Participant's jurisdiction, which Waste Material is estimated to be not less than eighty (80) tons per month. The participant warrants that it has the authority to grant such exclusive right as described in this Agreement. Participant covenants that, during the term of this Agreement, it will not engage others, or itself become involved, in any activity that would impair the exclusive right of the Authority.

13. **Notices.** Any written notice(s) required to be given by the terms of this Agreement shall be delivered by hand or be mailed, postage paid, to the following addresses:

To the Participant: City of Ellaville
P.O. Box 839
Ellaville, Georgia 31806

To the Authority: Solid Waste Management Authority
of Crisp County
1484 Highway 90 South
P. O. Box 1278
Cordele, Georgia 31010-1278

15. **Headings.** Section and paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

16. **Entire Agreement.** This Agreement, including Exhibits, constitutes the entire Agreement, between the Authority and the Participant with respect to the service and other obligations specified, and all previous representations, understandings or undertakings relative thereto, either written or oral, are hereby annulled and superseded. No modification shall be binding on the Authority or the Participant unless it shall be in writing and signed by an authorized representative of both parties.

17. Confidentiality.

a. Subject to paragraphs c and d, below, the Authority and the Participant shall treat as confidential property and not disclose to others during or for two years subsequent to the term of this Agreement, except as is necessary to perform this Agreement (and then only on a confidential basis satisfactory to both parties), any information (including any technical information, experience or data) regarding either party's plans, programs, plants, processes, products, costs, equipment, operations or customers which may come within the knowledge of the parties, their officers or their employees in the performance of this Agreement, without in each instance securing the prior written consent of the other party.

b. Subject to paragraphs c and d, below, the Authority shall also treat as confidential and shall not disclose to others, except as required by law, information relating to the composition of the Waste Material.

c. Nothing above shall prevent the Authority from making any disclosures of any information referred to in paragraphs a and b as may be required in connection with the financing of the construction of the Waste Processing Facility.

d. Nothing above shall prevent either the Authority or the Participant from disclosing to others or using in any manner information which either party can show:

i. has been published and has become part of the public domain other than by acts, omissions or fault of the Authority or the Participant or their employees;

ii. has been furnished or made known to the Authority or the Participant by third parties (other than those acting directly or indirectly for or on behalf of the Authority or the Participant) as a matter of legal right without restrictions on its disclosure;

iii. was in the party's possession prior to the disclosure thereof by the other party; or

iv. the disclosure of which is required by law or injunction.

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

19. Further Assurances. Each party hereto shall execute and deliver any instruments and perform any acts necessary and reasonably requested by the other party to give full effect to this Agreement.

20. Nature of Obligations. The obligations of the Participant under this Agreement are General Obligations of the Participant and shall constitute a pledge of the full faith and credit of the Participant.

IN WITNESS WHEREOF, the Authority and the Participant have each caused this Agreement to be executed by its duly authorized representatives on the day and year set forth.

SOLID WASTE MANAGEMENT
AUTHORITY OF CRISP COUNTY

By: [Signature]
Chairperson

(SEAL)

Attest: [Signature]
Secretary

CITY OF ELLAVILLE

By: [Signature]
Mayor

(SEAL)

Attest: [Signature]
Clerk

EXHIBIT "A"
Collection, Hauling and Disposal Services

Participant does hereby grant to the Authority the sole and exclusive right, within the jurisdictional limit of the Participant, to provide refuse collection for each Covered Unit, such collection, hauling and disposal services to be as specified herein, including all of the work called for and described herein; except for those items and services to be provided by the Participant, the Authority shall furnish all personnel, labor, equipment, trucks and all other items necessary to accomplish the same; performance under this paragraph being subject to the following terms and conditions:

a. Definitions.

BAGS -- Plastic sacks designed for Waste Material with sufficient wall strength to maintain physical integrity when lifted by top with no support beneath; securely tied at the top for collection, with a capacity not to exceed 30 gallons and a loaded weight not to exceed 35 pounds.

BROWN GOODS -- Bulky waste such as sofas, chairs, mattresses and the like.

BULKY WASTE -- A large appliance, piece of furniture or waste material from a residential source other than Construction Debris or Hazardous Waste, with a weight or volume greater than that allowed for Containers.

COMMERCIAL UNIT -- Any hotel, restaurant, store, office, warehouse or other non-manufacturing establishment provided with a Container or Front-loading Container. All Commercial Units shall be located in the Service Area.

CONSTRUCTION DEBRIS -- Waste building materials result from construction, remodeling, repair or demolition operations.

CONTAINERS -- A receptacle (not including Front-loading Containers) made of plastic, metal, or fiberglass with a capacity not to exceed 100 gallons, a loaded weight of not more than 75 pounds, a tight fitting lid, and handles of adequate strength for lifting.

COVERED UNITS -- All of the Commercial Units, Industrial Units and/or Residential Units within the Service Area with respect to which the Authority has agreed to perform the services contemplated to be performed by it hereunder in accordance with the terms hereof.

FINAL

EXHIBIT "A"
Collection, Hauling and Disposal Services

DISPOSAL SITE -- A refuse depository for the proceeding or disposal of Waste Material, including, but not limited to, sanitary landfills, transfer stations, incinerators, and waste processing separation centers, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

FRONT-LOADING CONTAINERS -- A metal receptacle that can be mechanically lifted into the Authority's collection vehicles for disposal of the Waste Material contained therein.

GARBAGE -- Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and including food containers.

HAZARDOUS WASTE -- Waste designated, regulated, or defined as hazardous waste pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §6921 et seq. or the Georgia Hazardous Waste Management Act, O.C.G.A. §12-8-60 et seq. and the regulations promulgated thereunder, as the foregoing currently exist or are hereafter amended.

INDUSTRIAL UNIT -- Any establishment generating Industrial Waste and provided with a container or Front-loading Container. Each Industrial Unit shall be within the Service Area.

INDUSTRIAL WASTE -- Waste designated, regulated, or defined as municipal solid waste pursuant to Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq. or the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. §12-8-20 et seq. and the regulations promulgated thereunder, as the foregoing currently exist or are hereafter amended.

MUNICIPAL SOLID WASTE -- Waste designated, regulated, or defined as municipal solid waste pursuant to Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq. or the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. §12-8-20 et seq. and the regulations promulgated thereunder, as the foregoing currently exist or are hereafter amended.

REFUSE -- Discarded waste materials in a solid or semi-liquid state, consisting of Garbage, Rubbish or a combination thereof.

RESIDENTIAL UNIT -- A dwelling or occupied living space within the Service Area, including but not limited to

FINAL

EXHIBIT "A"
Collection, Hauling and Disposal Services

single family residences, apartments, efficiency units, mobile homes, and condominiums, provided with a Container. All Residential Units shall be located within the Service Area.

RUBBISH -- Non-putrescible solid wastes consisting of combustible and non-combustible materials.

SERVICE AREA -- The geographic area consisting of the incorporated areas of the Participant.

WHITE GOODS -- Bulky Waste such as refrigerators, freezers, washers, dryers, and other large appliances.

YARD TRIMMINGS -- Waste designated, regulated, or defined as yard trimmings pursuant to Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq. or the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. §12-8-20 et seq. and the regulations promulgated thereunder, as the foregoing currently exist or are hereafter amended.

WASTE MATERIAL -- Municipal Solid Waste, Industrial Waste, and Commercial Waste which may disposed of in a Subtitle D landfill, without special handling or further processing, under the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq. or the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. §12-8-20 et seq. and the regulations promulgated thereunder, as the foregoing currently exist or are hereafter amended.

b. **Waste Excluded.** The Agreement does not require or contemplate the collection, hauling or disposal of Yard Trash, Construction Debris, or Hazardous Waste, except as specifically set forth herein.

c. **Exclusive Franchise.** Except as provided below, this Agreement shall be construed as granting the Authority the exclusive right to collect and transport Waste Material generated by Covered Units located in the Participant's jurisdiction which Waste Material Participant may lawfully obtain possession through compulsory solid waste collection and disposal services for which Participant may charge a fee or a tax for the costs of providing such services. With respect to any Covered Unit in Participant's jurisdiction which generates Waste Material which is transported or disposed of pursuant to a contract in effect on the date of this Agreement (hereafter, "pre-existing contract"), the Participant grants to the Authority the exclusive right to transport, process and dispose of Waste Material generated in each such Covered Unit upon the expiration of the current term of

EXHIBIT "A"
Collection, Hauling and Disposal Services

at least three (3) months prior to the observing of any holiday. The suspension of collection service on any holiday in no way relieves the Authority of its obligations to provide collection services at least the requisite number of times per week. Extending the hours of service to meet this obligation is subject to the Participant's approval, which will not be reasonably withheld.

i. Complaints. The Authority shall receive and respond to all complaints regarding services provided under this Agreement. Any complaint received by the Participant will be directed to the Authority. Should a complaint go unresolved for longer than five (5) days, the Participant will have the right to demand an explanation or resolution to their reasonable satisfaction.

j. Collection Equipment. An adequate number of vehicles shall be provided by the Authority to collect Waste Material in accordance with the terms of the Agreement. The vehicles shall be licensed in the State of Georgia and shall operate in compliance with all applicable state, federal and municipal regulations. All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, at a minimum, the name and phone number of the Authority plainly visible on both cab doors. Each vehicle shall be uniquely numbered in lettering at least two inches (2") high. Each truck shall have at least one broom and shovel to clean up sold waste that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secure so as to prevent any littering of solid waste and/or leakage of fluid. NO vehicles shall be willfully overloaded. The Authority may make other collections with the same vehicles used for Agreement collections provided that such use in no way impairs the delivery of service required under this Agreement.

k. Personnel. The Authority shall require its employees to be courteous at all times, to work quietly and not to use loud or profane language. Each employee shall wear a uniform clearly labeled with the name of company and employee. Clothing will be as neat and clean as circumstances permit. Shirts will be required at all times. The Authority's employees shall follow the regular walks for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property to adjoining property and shall not meddle or tamper with property which does not or should not concern them. Each employee assigned to drive a vehicle shall, at all times, carry a valid driver's license for the type of vehicle said employee is driving. The Participant shall have the right to

FINAL

EXHIBIT "A"
Collection, Hauling and Disposal Services

any pre-existing contract. The Participant warrants that it has the authority to grant such exclusive right as described in this Agreement. The Participant covenants that, during the term of this Agreement, it will not engage others, or itself become involved, in the activities of collecting, transporting, and/or disposing of the Waste Material generated by Covered Units or any other similar activity that would impair the exclusive right of the Authority.

d. **Services Provided To The Participant.** The Authority shall provide curbside collection service for the collection of Waste Material from all Residential Units located within the incorporated areas of the Participant one (1) time per week. It is the resident's responsibility to see that containers are placed curbside or as close as practicable to the collection vehicle routes by 7:00 a.m. on the designated collection day. Curbside refers to that portion of the right of way adjacent to paved or traveled roadways (including alleys). The Authority shall further provide collection services for all Commercial or Industrial Units located within the incorporated areas of the Participant on schedules to be agreed upon.

i. The Authority may decline to collect: any Container not properly placed; any Container not defined in the Definitions; or any Waste Material not properly contained, except White Goods, Brown Goods or Bulky Waste which is placed next to the Container. Where the Authority has reason to leave solid waste uncollected at a Covered Unit, the Authority or its agents shall inform the resident within two (2) days by written notice, mailing, or telephone as to why the solid was not collected, i.e., non-residential solid waste, Hazardous Waste, unapproved Containers, improper placement, etc.

ii. The Authority shall also provide collection service for disabled persons who are in fact unable by reason of age or infirmity to place their Containers at curbside. Disabled persons will be determined by the Participant, exercising reasonable good faith judgment, the Authority will be so notified of such disabled persons, and any resident of the city who has a certification from a licensed physician that such persons is disabled will be exempt from placing their refuse curbside. The Authority agrees to collect waste of such disabled persons in any mutually convenient place on the premises of such disabled persons, except the Authority will not be required to go into houses or other dwellings.

iii. The Authority shall deliver the Waste Material collected to the Waste Processing Facility. The

EXHIBIT "A"
Collection, Hauling and Disposal Services

Authority will provide sufficient long-haul waste transfer trailers and power units to transport such Waste Material. All equipment (trucks and trailers) will be clean and in sound operating condition at all times. Trailers will be designed so as to transport approximately twenty (20) tons of MSW using moderate compaction. When transporting Waste Material, all trailers should be sealed and covered to prevent littering and comply with all local, state and federal laws, rules and regulations relating to the removal and transportation of solid waste.

e. **Hours of Collection.** Normal hours of Residential Collection are to be from 7:00 a.m. on days mutually agreed upon by the Participant and Authority which, when agreed upon, shall result in residents receiving service on the same day of each week thereafter, with the possible exceptions of holidays or other such extenuating circumstances. Said days and routes of residential and commercial service to be prepared in a schedule by the Authority shall constitute the hours and days of collection. Exceptions may be made only when the Authority has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances or upon the mutual agreement of the Participant and the Authority.

f. **Routes and Schedule of Collections.** Not later than seven (7) days prior to commencing service, the Authority to furnish for the Participant's approval the initial schedules and maps of all routes to be used in serving the Participant. Any changes in routes and/or schedules will also be subject to the Participant's approval which will not be unreasonably withheld. However, in order to enable the Authority to do so, the Participant is to provide the Authority with maps and names and mailing addresses of the residents and businesses who are to be served hereunder.

g. **Missed Collections.** In the event that a regularly scheduled collection is missed and a complaint received by either the Participant or the Authority, and where no fault can be found on the generator's part, a special collection of the refuse will be required of the Authority within forty-eight (48) hours. The Participant shall notify the Authority of any complaints they received within two (2) hours. The Authority will at all times during the term of the Agreement provide a telephone number which City residents may call which is not a long distance charge to the caller.

h. **Holidays.** The Authority shall provide the Participant a list of holidays that the Authority shall observe

FINAL

EXHIBIT "A"

employee is driving. The Participant shall have the right to make a complaint regarding any employee of the Authority who violates any provision hereof or who is wasteful, negligent, or discourteous in the performance of his duties. The Participant may suggest action to be taken on his complaint, but it shall not be binding on the Authority.

1. Containers. The initial Containers required under this agreement shall be provided by the Participant. The Authority shall maintain and replace Containers whenever, in the Authority's determination, such replacement is necessary or appropriate. Once replaced, the Containers shall be the property of the Authority.

a. Notification of Residents. The Participant shall inform all residents of the complaint procedures, rates, regulations and day(s) for scheduled refuse collection. Where residents are informed via newspaper advertisements, the same will be paid for by the Authority.

FINAL

EXHIBIT "B"

Discontinued Service. Before commencement of work under this Agreement, it shall be the Participant's responsibility to

Units to receive service. Thereafter and for the duration of the Agreement, the Participant shall promptly advise the Authority of any new or discontinued service, and the Authority may rely upon the Participant for such information. The Participant may bill all customers at whatever time the Participant shall determine to charge.

i. Notwithstanding the Participant's collection from
in accordance with the following schedule:

(f) Covered Units receiving service, but in no event less than 64% x (Basic monthly rate for Covered Collections). For residents in the unsewered areas of the Participant, the initial Basic Monthly Rate for Covered Collections shall be \$10.00 for each container utilized by a Covered Unit; provided, however, the initial Basic Monthly Rate for Industrial or Commercial Units receiving service from a container larger than ten gallons or more than once per week shall be

weekly services contracted for.

ii. The Participant shall remit payment for the amount due for services before the 15th day of the month immediately following the month for which the payment pertains. Payment shall be based upon the Participant's understanding of the number of Units; and, if the Authority disputes the amount of the payment, the Authority may nonetheless cash the Participant's check, but promptly move to resolve any dispute with the Participant. Late payment shall bear interest at the rate of ten percent (10%) per annum from the due date to the date of payment.

iii. Where a Unit received new service or discontinued service for less than the full calendar month (determined by collections included in the month), its charge will be prorated according to the percentage of that month's collections to be performed.

EXHIBIT "B"

h. Inflation Adjustments. The Basic Monthly Rate shall be adjusted, as follows:

i. Annual CPI Adjustments. Commencing January 1, 1997 and on each ensuing January (or during the term of the Agreement, the Basic Monthly Rate shall be adjusted as follows to reflect changes in the CPI. The base index against which the CPI Index will be measured will be the applicable index as of January 1, 1996. The applicable index for the purpose hereof shall be the All-URBAN Consumer Index for the Southern States, according to the appropriate category for the municipal population of Rebtana, Georgia published by the U. S. Department of Labor, Bureau of Labor Statistics, and in the event the U. S. Department of Labor shall cease to publish such information, the parties agree to substitute another equally authoritative measure of changes in purchasing power of the U. S. dollar as may then be available, so as to carry out the intent of this provision. The Authority may, if it chooses, request that adjustments in the rates be based upon some other component CPI or some combination thereof rather than the All-URBAN category. The use of a different component or some combination thereof will, however, be subject to the approval of the Participant.

ii. As of January 1, 1997 and each January 1st thereafter during the term of the Agreement (including any extensions thereof), the Basic Monthly Rate, commencing for said January 1st and continuing for the balance of the calendar year, shall be the Initial Basic Monthly Rate increased by the percentage increase, if any, in the applicable CPI Index from January 1, 1996 to the January 1st for which the rate adjustment is considered; provided, however, in the event that the Authority's fuel costs shall increase at a rate greater than the percentage calculated, pursuant to subparagraph h.i., above, the Authority shall be entitled to increase the Basic Monthly Rate by an amount, in addition to the percentage calculated above, sufficient to fully recover the increase in expense caused by the increase in fuel costs.

iii. Government Regulation Adjustments. The Authority shall also, at all times during the term of the Agreement, be entitled to an increase in the Basic Monthly Rate to directly offset increased costs or expenses incurred by the Authority as a result of necessary compliance with new or changed federal, state, or local statutes, rules or regulations applicable to the collection or transportation of refuse or the operation of a processing facility or landfill.

EXHIBIT "B"

Authority becomes liable for or is required to collect and/or pay any governmental tax, increased franchise fee, surcharge or the under the Agreement, such tax, fee or surcharge shall be the Authority's Basic Compensation.

19. **Unforeseen Events.** The Authority may petition the Participant at any time for additional rate adjustments on the basis of unforeseen matters which are not covered by the adjustments set forth in (1) through (15) above, but which materially and adversely affect the Authority in carrying out the Agreement. The Participant may, but is not required to, increase the Basic Monthly Rate.

20. The Authority shall provide the Participant notice of the increase or decrease in the Basic Monthly Rate at least sixty (60) days prior to the same becoming effective. In the event the Participant disagrees with the amount of the increase or decrease and the parties are unable to resolve the disagreement, the amount of the increase or decrease shall be

(a) The Participant shall notify the Authority in writing if the Participant has elected to have the matter arbitrated:

(b) Each party shall select an arbitrator who has been a member of the American Arbitration Association. The two selected arbitrators shall select a third arbitrator. The matter shall then be submitted to said panel of three arbitrators. The decision of a majority of the panel of arbitrators shall be final between the parties.

(c) The Participant shall make payments to the Authority on the basis of the Basic Monthly Rate as notified by the Authority until the decision of the panel of arbitrators. In the event the decision shall reduce the rate, said reduced rate shall become immediately effective and the Authority shall, within ten (10) days of said decision, pay the difference between the amount received from the Participant and the amount which would have been due from the Participant had the Authority adjusted the rate in the manner set forth to the panel of arbitrators' decision.

FINAL

EXHIBIT "B"

g. Recycling Rebate. The Authority shall pay to the Participant the amount of the net amount received from sales of materials recovered from the waste received from the Participant for the period of calculation.

(a) Recovery from Waste Received. The net amount of the waste delivered to the Authority, after deduction of operating losses, if any, divided by the total tons of waste received from waste received.

per ton, adjusted for changes in the CPL as formulated at paragraphs b.i. and b.ii., above.

(c) The amount the Authority shall rebate to the Participant shall be 25% of the amount the Recovery from Waste received from the Participant for the period of calculation.

u. Disputed Payments. In the event either party receives a payment pursuant to this agreement from the other party and disputes the amount of the payment, the party receiving payment may cash the check or otherwise deposit the payment without

**NOTICE OF PAYMENT
SCHEDULED FOR THE
REDEMPTION OF BILLS**

Department of Transportation acquired title in 2003 to the property below, Schley County, Project FDS-19(55), Parcel 52R. Notice given pursuant to dispose of accordance with Official Code of Georgia, Title 22, Chapter 7, Section 4. The previous owner's address is unknown. Notice is given of your right to request.

Louisa-Paul 212
Schley County GMD
789 FDS-19(55) P#
323/20.
Percy Thomas Blair
Helen E. Wootley

Interest to repurchase must be received in writing at 7565 Finney Creek Court, Lithonia, Georgia 30038 by April 10, 2009. Contact Zachary Young (770) 484-3201 PM 12316.

**NOTICE OF
APPOINTMENT TO
WARDEN OF TAX
EQUALIZATION**

Pursuant to O.C.G.A. 48-5-211, notice is given that the Grand Jury for the Fiscal Year 2009 of the Superior Court of Schley County, Georgia, will hold a public hearing on Monday, February 9,

**NOTICE OF SALE
UNDER POWER
GORDON'S RIVER
COUNTY**

Because of default in the payment of the indebtedness, secured by a Security Deed executed by Hazards I, Godfrey to Mortgage Electronic Registration Systems, Inc., dated June 27, 2006 in the amount of \$106,000.00 and recorded in Deed Book 181, Page 208, Schley County, Georgia, Records, as last registered to Mortgage Electronic Registration Systems, Inc. by assignment, the undersigned, Mortgage Electronic Registration Systems, Inc. pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and payable and pursuant to the power of sale contained in said deed, with the first Tuesday in March, 2009, during the legal hours of sale, in the Court house docket in Stewart County, will sell public real property to the highest bidder for cash, the property described in and deed to-wit:

All that parcel of land known as Richard of the 21st and District Stewart County, Georgia and the further identified as, tract containing 2.286 acres, tract containing 1.638 acres, tract containing 0.654 acres, tract 4 containing

**THIS LAWYER IS
ACTING AS A DEBT
COLLECTOR AND IS
ATTEMPTING TO
OBTAIN INFORMATION
OR
FORN THAT PERSON.**

**NOTICE OF SALE
UNDER POWER
GORDON'S RIVER
COUNTY**

Phillip D. Robert did on the 18th day of March, 1994 execute and deliver a Security Deed to Bank of Trust, Inc. in the original principal amount of Four Thousand Nine Hundred and Twenty Five Dollars and 74/100 (\$4,925.74) secured Security Deed to Bank of Trust, Inc. in the original principal amount of Four Thousand Nine Hundred and Twenty Five Dollars and 74/100 (\$4,925.74) recorded in Deed Book 76, Page 758, in the office of Superior Court of Wilkes County, Georgia. For withdrawal of the same, he contacted said Security Deed, there will be sold a public auction before the undersigned docket in Stewart County, Georgia, by the undersigned during the legal hours of sale on the first Tuesday in March, 2009 to-wit: the highest bidder for cash, the following described property to-wit:

All that tract of parcel of land known as Richard of the 21st and District Stewart County, Georgia and the further identified as, tract containing 2.286 acres, tract containing 1.638 acres, tract containing 0.654 acres, tract 5 containing

All that tract of parcel of land known as Richard of the 21st and District Stewart County, Georgia and the further identified as, tract containing 2.286 acres, tract containing 1.638 acres, tract containing 0.654 acres, tract 5 containing

All that tract of parcel of land known as Richard of the 21st and District Stewart County, Georgia and the further identified as, tract containing 2.286 acres, tract containing 1.638 acres, tract containing 0.654 acres, tract 5 containing

SWJ PC - THURSDAY, FEBRUARY 26, 2009 - B7

**NOTICE OF PUBLIC MEETING
SOLID WASTE PLAN**

Schley County and the City of Ellaville have prepared a Joint Schley County Solid Waste Management Plan. A public meeting has been scheduled to brief the community on the contents of the draft plan, to provide an opportunity for residents to make suggestions, additions or revisions, and to inform the community of when the draft plan will be submitted to the Middle Flint Regional Development Center to initiate state-mandated review. The hearing is scheduled for 6:00 p.m., Thursday, March 5, 2009, in city council chambers at Ellaville city hall, 55 Wilson Street. The public is encouraged to attend. A copy of the draft document will be available for review in city and county administrative offices beginning Monday, March 2.

**Schley Co. Surplus
Property Sale**

- 1- 613 Cat. Dirt Pail
- 1- 1986 Ferguson Asphalt Roller (588 BTON)
- 1- Pake trailer
- 1- Vermeer L250 Chipper (1250 BQ)
- 1- Deere 7715 - Directional Boring machine
- 1- 1000 gallon tank and trailer
- 1- John Deere Harrow 6X6
- 1- 1974 Chevrolet 1 ton truck with body

Equipment can be seen at the County Yards resource shop during normal business hours. All bids must be received NO LATER than 5:00 P.M. on Monday, March 9, 2009. Sales, Counter Sales contact our for all bids

Sonny Perdue
Governor



Georgia™
Department of
Community Affairs

Mike Beatty
Commissioner

October 2, 2009

Honorable Greg Barineau
Chair, Schley County Commission
P.O. Box 352
Ellaville, Georgia 31806-0352

Dear Chairman Barineau:

We have received notification that Schley County and the City of Ellaville have adopted the 2006-2016 Solid Waste Management Plan that meets the Minimum Planning Standards and Procedures for Solid Waste Management. Accordingly, it is my pleasure to notify you that Schley County and the City of Ellaville remain eligible for solid waste permits, grants and loans.

As you have experienced, in addition to proper and thorough long-range planning, effective solid waste management requires the ability to adapt when circumstances indicate that such action is necessary. Through continued review, and revision when necessary, solid waste planning provides your local government with more control over its destiny and assists you in dealing more effectively with both short-term and long-term management decisions.

We commend you for your hard work and dedication. If you have any questions regarding your solid waste management plan, please contact Karen Vickers in our Office of Environmental Management at (404) 679-3152 or at karen.vickers@dca.ga.gov.

Sincerely,



Mike Beatty
Commissioner

MG/ kev

Cc: Gerald Mixon, Planning Director, River Valley Regional Commission



60 Executive Park South, N.E. • Atlanta, Georgia 30329-2231 • 404-679-4940

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Georgia™
Department of
Community Affairs

October 2, 2009

Honorable David Theiss
Mayor, City of Ellaville
P.O. Box 839
Ellaville, Georgia 31806-0839

Dear Mayor Thiess:

We have received notification that Schley County and the City of Ellaville have adopted the 2006-2016 Solid Waste Management Plan that meets the Minimum Planning Standards and Procedures for Solid Waste Management. Accordingly, it is my pleasure to notify you that Schley County and the City of Ellaville remain eligible for solid waste permits, grants and loans.

As you have experienced, in addition to proper and thorough long-range planning, effective solid waste management requires the ability to adapt when circumstances indicate that such action is necessary. Through continued review, and revision when necessary, solid waste planning provides your local government with more control over its destiny and assists you in dealing more effectively with both short-term and long-term management decisions.

We commend you for your hard work and dedication. If you have any questions regarding your solid waste management plan, please contact Karen Vickers in our Office of Environmental Management at (404) 679-3152 or at karen.vickers@dca.ga.gov.

Sincerely,



Mike Beatty
Commissioner

MG/ kev

Cc: Gerald Mixon, Planning Director, River Valley Regional Commission

