



Northeast Georgia Regional Solid Waste Management Authority

**Northeast Georgia
Regional Solid Waste Management Plan
2004-2013**

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Northeast Georgia Regional Solid Waste Management Plan 2004-2013

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This report has been prepared for the use of the client for the specific purposes identified in the report. The conclusions, observations and recommendations contained herein attributed to R. W. Beck, Inc. (R. W. Beck) constitute the opinions of R. W. Beck. To the extent that statements, information and opinions provided by the client or others have been used in the preparation of this report, R. W. Beck has relied upon the same to be accurate, and for which no assurances are intended and no representations or warranties are made. R. W. Beck makes no certification and gives no assurances except as explicitly set forth in this report.

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Section 1 INTRODUCTION

1.1 Background

This Solid Waste Management Plan has been developed for the ten counties and 47 municipalities that are part of the Northeast Georgia Regional Solid Waste Management Authority. Letters from each of the participating counties in the Northeast Georgia Regional Solid Waste Management Authority indicating their participation in the Solid Waste Management Plan Update, are included in their respective plan sections.

The Georgia Department of Community Affairs Chapter 110-4-3, Minimum Planning Standards and Procedures for Solid Waste Management, defines a “multi-jurisdictional plan” as a plan adopted pursuant to O.C.G.A. §12-8-31.1 covering one or more counties, municipality or municipalities, or solid waste authority or solid waste authorities. Although the counties have established a few regional activities as outlined in Section 2, planning elements are addressed on a county by county basis in separate sections of this plan. Thus, based on the definitions detailed in the DCA’s Minimum Planning Standards and Procedures, this updated Solid Waste Management Plan for the Northeast Georgia Regional Solid Waste Management Authority is defined as a multi-jurisdictional plan.

The multi-jurisdictional plan is intended to meet the revised Minimum Planning Standards and Procedures established by the Georgia Department of Community Affairs. As such, for each county it addresses the five core planning elements specified by the Minimum Planning Standards and Procedures, including:

- Waste Reduction;
- Collection;
- Disposal;
- Land Limitation; and
- Education and Public Involvement.

In addition, the Plan includes a waste disposal stream analysis and implementation strategies for each county.

The Northeast Georgia Regional Solid Waste Management Authority Board has had a major role in development of this draft plan. As appointees of the participating counties, Board members assisted in gathering data, defining County goals and needs as they related to the five core planning elements, and identifying implementation strategies. Board members have also undertaken extensive review and revision during

Section 1

development of the written document reflecting their work. The Northeast Georgia Regional Solid Waste Management Authority Board was assisted in their efforts by staff at the Northeast Georgia RDC and R. W. Beck, Inc.

1.2 Planning Area Defined

The local governments included in this Plan are the member counties of the Northeast Georgia Regional Solid Waste Management Authority and the municipalities within these counties, including the local governments listed in Table 1-1.

Table 1-1
Local Governments Included in the
Northeast Georgia Solid Waste Management Plan Update

<ul style="list-style-type: none">■ Athens-Clarke County<ul style="list-style-type: none">■ Winterville■ Barrow County<ul style="list-style-type: none">■ Auburn■ Bethlehem■ Carl■ Russell■ Statham■ Winder■ Elbert County<ul style="list-style-type: none">■ Bowman■ Elberton■ Greene County<ul style="list-style-type: none">■ Greensboro■ Siloam■ Union Point■ White Plains■ Woodville■ Jackson County<ul style="list-style-type: none">■ Arcade■ Braselton■ Commerce■ Hoschton■ Jefferson■ Nicholson■ Pendergrass■ Talmo	<ul style="list-style-type: none">■ Madison County<ul style="list-style-type: none">■ Carlton■ Colbert■ Comer■ Danielsville■ Hull■ Ila■ Morgan County<ul style="list-style-type: none">■ Bostwick■ Buckhead■ Madison■ Rutledge■ Oconee County<ul style="list-style-type: none">■ Bishop■ Bogart■ North High Shoals■ Watkinsville■ Oglethorpe County<ul style="list-style-type: none">■ Arnoldsville■ Crawford■ Lexington■ Maxeys■ Walton County<ul style="list-style-type: none">■ Between■ Good Hope■ Jersey■ Loganville■ Monroe■ Social Circle■ Walnut Grove
---	--

The location of these counties is shown in Figure 1-1.



Figure 1-1: Planning Area

1.2.1 Topography/Unique Natural Features

The physical environment in the Northeast Georgia region is composed of many different features. Several lakes, including Lake Oconee, Lake Russell, and a portion of Clark Hill Lake (Strom Thurmond), are found in the area. Of Georgia's several major rivers, two flow through the Northeast Georgia area; the Savannah River separates Georgia's Elbert County from South Carolina, and the Oconee flows from Clarke County through Greene County on its trip to the Atlantic Ocean.

The total area of the ten counties in the region is 3,006 square miles. Of the total, 31.2 square miles of water can be found. The location also includes many square miles of the Oconee National Forest in parts of Greene and Oglethorpe counties.

Within the Northeast Georgia region, two physiographic districts comprise the ten counties in the area: the Winder slope and the Washington slope, as shown in Figure 1-2. The Winder slope, which includes the northern counties of the region, is made up of gently rolling hills which are dissected by headwaters of major streams flowing to

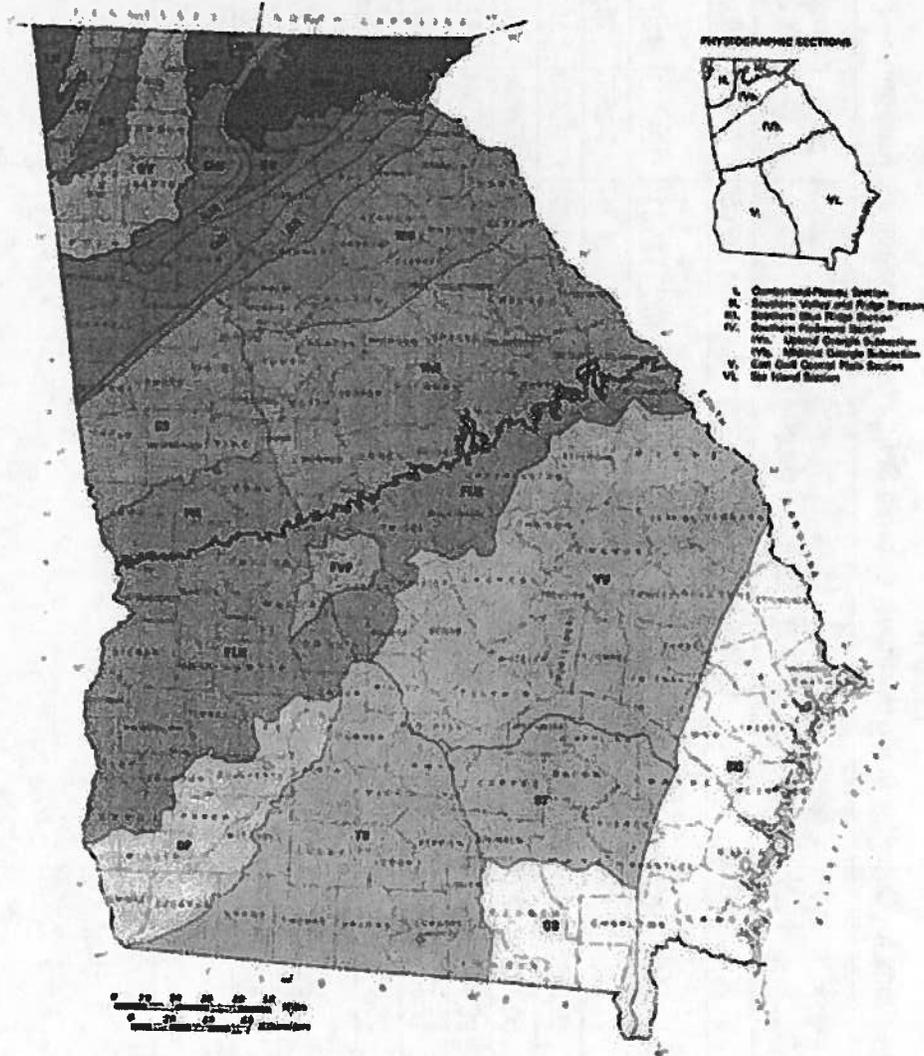
Section 1

the Atlantic Ocean. Fairly deep and narrow stream valleys lie 100° to 200° below rounded stream divides.

The Washington slope, which includes the southern counties of the Northeast Georgia area, is made up of a gently undulated surface, marked by broad, shallow valleys. Long, gentle slopes separate broad, rounded stream divides. Relief is 50° to 100°.

Northeast Georgia encompasses numerous soil series and associations, collected into six groups. The Cecil - Madison - Appling - Gwinnett associations are considered good for crop production. They are also, conversely, the soil associations in the area best suited for building foundations. Alluvial soils on flood plains are ill-suited for development, as are the steep slopes adjacent to water courses in some areas. However, there is significant undeveloped land outside these areas suitable for development.

Physiographic Districts of Georgia



Source: Physiographic Map of Georgia by William Z. Clark, Jr. and Arnold C. Zisa, Georgia Department of Natural Resources, 1976.

Figure 1-2: Physiographic Districts of Georgia

1.2.2 Population

The most recent population figures from the 2000 U.S. Census show the planning area population to be 364,873. Table 1-2 shows the projected 2004 population, by county, along with the annual population projections for the ten-year planning period. The subsequent sections describe the demographics of each County in more detail.

**Table 1-2
Population and Projections for Counties in the Northeast Georgia Solid Waste Management Authority**

Jurisdiction	Year 2003	Year 2004	Year 2005	Year 2006	Year 2007	Year 2008	Year 2009	Year 2010	Year 2011	Year 2012	Year 2013
Barrow County	54,236	57,660	61,300	65,170	69,284	73,657	78,307	80,000	85,050	90,419	96,127
Athens-Clarke County	106,016	108,196	110,420	112,690	115,006	117,370	119,783	123,100	125,631	128,213	130,849
Elbert County	21,020	21,378	21,743	22,114	22,491	22,875	23,265	23,840	24,247	24,660	25,081
Greene County	15,395	15,695	16,001	16,313	16,631	16,955	17,286	17,750	18,096	18,449	18,808
Jackson County	47,688	50,120	52,676	55,362	58,186	61,153	64,272	66,200	69,576	73,124	76,854
Madison County	27,572	28,454	29,364	30,304	31,273	32,274	33,306	34,410	35,511	36,647	37,820
Morgan County	16,811	17,337	17,879	18,438	19,015	19,610	20,223	20,890	21,543	22,217	22,912
Oconee County	28,738	30,292	31,929	33,656	35,475	37,393	39,415	40,530	42,721	45,031	47,465
Oglethorpe County	13,494	13,820	14,154	14,496	14,846	15,204	15,572	16,040	16,427	16,824	17,230
Walton County	70,762	74,659	78,771	83,109	87,685	92,514	97,609	100,310	105,834	111,662	117,811
Total Planning Region	401,733	417,611	434,237	451,651	469,892	489,006	509,037	523,070	544,636	567,247	590,957

1.3 Person Responsible for Plan

The contact person for the updated Northeast Georgia Regional Solid Waste Management Authority Solid Waste Management Plan is:

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Any questions regarding the plan or requests for additional information can be directed to Ms. Carmon.

Section 2

REGIONAL ACTIVITIES

2.1 Introduction

Although the Northeast Georgia Regional Solid Waste Management Authority has chosen to prepare the Inventory and Assessment, Needs and Goals, and Implementation Strategy for each of the solid waste management planning elements on a county-by-county basis, the Northeast Georgia Regional Solid Waste Management Authority will continue to meet and carry out activities for two or more counties when it benefits participants. This section identifies the regional Needs and Goals and Implementation Strategies to be undertaken at a regional level during the planning period.

2.2 Implementation Strategy

2.2.1 Summary of Needs and Goals

- As part of this planning process, a need for more regionally specific waste composition data was identified. The Georgia Department of Community Affairs is in the process of developing online waste composition data specific to regions in the State. Northeast Georgia is one of the regions where landfill sampling is being performed.
- The Regional Solid Waste Management Authority has identified a need to continue to investigate opportunities to work together on waste reduction approaches. The current approach is to hold regularly scheduled meetings, often with experts coming to talk about potential waste reduction programs; this has filled the need to identify and implement joint waste reduction programs.
- County representatives to the Northeast Georgia Regional Solid Waste Management Authority Board expressed an interest in defining a procedure to ensure that private haulers operating in the region meet certain standards. Of particular interest was a way for counties to stay informed about private haulers with outstanding balances at disposal facilities and transfer stations in the region. Concepts for regional oversight of private haulers ranged from a regional permitting process to a regional database of complaints against haulers submitted by counties.
- The Northeast Georgia Regional Solid Waste Management Authority has identified a need for joint public education and involvement. This includes holding joint public hearings on the regional planning process and continuing joint training programs for Authority Board members. One of the topics of

Section 2

particular interest is a joint training programs for judges and prosecutors on environmental laws.

- The NEGRSWMA has always taken the lead on solid waste management planning for the region. Even if the counties each develop individual implementation strategies, regional planning has proven to be a more cost-effective and efficient way to get the solid waste management plans for 57 local governments prepared. The NEGRSWMA will continue to play a role in updating the plan as needed for each county as their deadline approaches.

Table 2-1 contains activities that will be undertaken on a regional basis over the next five years.

REGIONAL ACTIVITIES

<p align="center">Table 2-1 Northeast Georgia Solid Waste Management Plan Short-Term Work Program 2004 - 2008 Regional Implementation Strategy</p>							
Action	04	05	06	07	08	Responsible Party	Possible Funding
AMOUNT OF WASTE ELEMENT							
<i>Goal: To determine the amount and composition of solid waste generated in the region in order to establish a sound information base upon which to make management decisions and determine if state and local goals are met.</i>							
1. The NGRSWMA will promote and disseminate DCA's waste composition data specific to the region, when available.	x	x	x	x	x	NEGRSWA Board members and staff	-- NEGRSWMA dues
COLLECTION ELEMENT							
<i>Goal: To ensure efficient and effective collection of solid waste in the region over the next ten years.</i>							
1. The NEGRSWMA Board will develop an approach to share information about private haulers operating in the region among counties.	x					NEGRSWA Board members and staff	--
2. The NEGRSWMA Board will implement the selected approach to share information about private haulers operating in the region among counties.		x	x	x	x	NEGRSWA Board members and staff	N/A NEGRSWMA dues

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<p align="center">Table 2-1 Northeast Georgia Solid Waste Management Plan Short-Term Work Program 2004 - 2008 Regional Implementation Strategy</p>							
Action	04	05	06	07	08	Responsible Party	Possible Funding
WASTE REDUCTION ELEMENT							
<p><i>Goal: To ensure a 25 percent reduction by 1996 in the amount of solid waste received at disposal facilities and to sustain waste reduction programs for the next 10 years.</i></p>							
1. The NEGRSWMA will continue to explore opportunities for two or more counties to work together on waste reduction programs.	x	x	x	x	x	NEGRSWA Board members and staff	--
DISPOSAL ELEMENT							
<p><i>Goal: To ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.</i></p>							
1. The NEGRSWMA will continue to share information about disposal strategies implemented on a county by county basis.	x	x	x	x	x	NEGRSWA Board members and staff	--
PUBLIC EDUCATION AND INVOLVEMENT ELEMENT							
<p><i>Goal: To ensure that residents and businesses in the region understand the issues, needs, and goals of the solid waste management system.</i></p>							
1. The NEGRSWMA will hold public hearings on the solid waste management plan and other regional solid waste management issues, as needed.	x	x	x	x	x	NEGRSWA Board members and staff	NEGRSWMA dues

REGIONAL ACTIVITIES

<p align="center">Table 2-1 Northeast Georgia Solid Waste Management Plan Short-Term Work Program 2004 - 2008 Regional Implementation Strategy</p>									
Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding	
2. The NEGRSWMA Board will continue to hold roundtables on solid waste management issues of interest to all counties in the region.	x	x	x	x	x	NEGRSWA Board members and staff	--	--	
3. The NEGRSWMA will investigate the issues and costs involved in developing a training program on environmental laws and enforcement for local judges and prosecutors.	x					NEGRSWA Board members and staff	--	--	
4. The NEGRSWMA will hold a training program on environmental laws and enforcement for local judges and prosecutors.		x	x	x	x	NEGRSWA staff	\$60,000	Registration fees	
5. Counties will continue to share their public education and information materials and approaches at NEGRSWMA meetings.	x	x	x	x	x	NEGRSWA Board members	--	--	
PLANNING									
<p align="center"><i>Goal: To ensure that all local governments in the region meet planning deadlines and requirements.</i></p>									
1. The NEGRSWMA will prepare the multi-jurisdictional solid waste management plan and all updates and hold public hearings accordingly.	x	x	x	x	x	NEGRSWMA Board members and staff	--	NEGRSWMA dues	

Section 2

Table 2-1 Northeast Georgia Solid Waste Management Plan Short-Term Work Program 2004 - 2008 Regional Implementation Strategy									
Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding	
2. The NEGRSWMA will assist member counties with submitting their updated solid waste management plan section as needed to meet state requirements and deadlines.	x	x	x	x	x	NEGRSWMA staff	---	Dues and/or supplemental contracts with individual counties	

Section 3 ATHENS-CLARKE COUNTY

3.1 Description of the County

3.1.1 Background

Athens-Clarke County is located in the north central portion of the planning area. The University of Georgia, the nation's oldest land grant university, is located in the County. The Athens-Clarke County government is one of three consolidated governments in the State. The only other municipality in the County is Winterville.

3.1.2 Population

Athens-Clarke County is by far the most populated County in the ten-county region. The most recent population figures from the 2000 U.S. Census showed the County population to be 101,489; in 2004, the population is estimated at 108,196. Table 3-1 shows the 2000 population, by census zone.

**Table 3-1
Athens-Clarke County and Census Zone Population**

City	Population
Athens CCD, Clarke County, Georgia	76,500
Bogart CCD, Clarke County, Georgia	10,908
Winterville CCD, Clarke County, Georgia	14,081
Total	101,489

Source: 2000, U.S. Census

3.1.2.1 Seasonal Population Changes

The County does not experience any significant seasonal changes in population. The University of Georgia is located in Clarke County but the seasonal influx and out flux of students remains fairly constant throughout the year and does not have a significant impact on the County.

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3.1.2.2 Number of Households

The total number of households in the County planning area in 2000 was 42,126. Table 3-2 shows the number of single and multi-family households in the planning area from the 2000 U.S. Census.

Table 3-2
Housing Units in Athens-Clarke County

Type	Amount
Single Family Housing	20,942
Multi-Family Housing	21,184
Total	42,126

Source: 2000, U.S. Census

3.1.3 Economic Activity

As identified by the Georgia Department of Labor (2002) Table 3-3 indicates for the County the number of businesses and number of employees for each sector identified by NAISC code.

ATHENS-CLARKE COUNTY

**Table 3-3
Athens-Clarke County Employment by NAICS Category**

ATHENS-CLARKE COUNTY		
Industry	Number of Firms	Number of Employees
Goods Producing	255	3,190
Agriculture, forestry, & fishing	*	*
Mining	*	*
Construction	178	800
Manufacturing	72	2,185
Food Manufacturing	*	*
Beverage & tobacco mfg	*	*
Textile mills	0	0
Textile product mills	*	*
Apparel Manufacturing	7	244
Leather & allied product mfg	*	*
Wood product Manufacturing	5	44
Paper Manufacturing	*	*
Printing and related activities	*	*
Petroleum and coal products mfg	0	0
Chemical Manufacturing	4	193
Plastics & rubber products mfg	*	*
Nonmetallic mineral product mfg	9	489
Primary metal Manufacturing	*	*
Fabricated metal product mfg	8	33
Machinery Manufacturing	9	81
Computer & electronic product mfg	*	*
Electrical equipment/appliance	0	0
Transportation equipment	*	*
Furniture and related product mfg	10	99
Miscellaneous mfg industries	0	0
Service Producing	586	6,062
Wholesale trade	49	300
Retail trade	131	1,936
Transportation and warehousing	37	277
Utilities		*
Information	6	73
Finance and insurance	42	280

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ATHENS-CLARKE COUNTY		
Industry	Number of Firms	Number of Employees
Real estate and rental and leasing	37	109
Professional, scientific/tech svcs	61	269
Management: companies/enterprises	0	0
Administrative and waste svcs	58	849
Educational services	5	12
Health care and social services	43	724
Arts, entertainment and recreation	7	20
Accommodation and food services	48	977
Other services (except government)	62	222
Unclassified - industry not assigned	12	17
Total - Private Sector	853	9,269
Total - Government	46	2,447
Federal government	6	106
State government	19	220
Local government	21	2,120

Source: 2002, Georgia Department of Labor

3.2 Waste Disposal Stream Analysis

This section addresses the waste disposed in the County. It includes a description of tons disposed in MSW and C&D landfills, statewide characterization of the waste disposed, a discussion of conditions that may change the waste disposed, and disposal projections for the planning period.

3.2.1 Inventory of Waste Disposed

The Georgia Division of Environmental Protection reported that Athens-Clarke County disposed of 113,314 tons of solid waste in MSW landfills and 49,900 tons of waste in construction and demolition landfills (C&D) from fourth quarter of 2002 through third quarter of 2003, the most recent four quarters for which data were available. The resulting 5.98 pounds per capita per day of waste disposed in MSW landfills is probably an overestimate. It is likely that private haulers and individuals delivering waste from other counties to the Athens-Clarke County landfill report that the waste was collected in Athens-Clarke County. This may happen because 1) only waste from Athens-Clarke County and Oglethorpe County is accepted at this landfill and the hauler or individual does not want to be turned away and 2) commercial haulers are bringing loads that contain waste from Athens-Clarke County as well as other counties. The Athens-Clarke County landfill is constantly working on ways to better identify where waste delivered to their MSW landfill was collected. However,

any strategy depends on the honesty of the haulers in reporting the source of their waste.

Table 3-4 shows the results of analysis that break down the waste disposed from Athens-Clarke County in MSW and C&D landfills by sector. This analysis is based on a telephone survey of landfills in the State of Georgia, conducted by R .W. Beck, Inc., which indicated that of the waste delivered to MSW landfills, 66.6 percent is MSW (generated by the commercial or residential sector), 12.3 percent is construction and demolition debris, 14 percent is industrial, and 7.1 percent is sludge or biosolids. These percentages were allocated to the amount of waste disposed of in MSW landfills from Athens-Clarke County.

**Table 3-4
Waste Disposed by Sector (2003)
Athens-Clarke County**

Sector	Tons to MSW Landfill	Tons to C&D Landfill	Total Tons
Residential	44,506.15		44,506.15
Commercial	30,960.80		30,960.80
Industrial	15,863.93		15,863.93
C&D	13,938.00	49,925	63,863.00
Sludge/Biosolids	8,045.28		8,045.28
TOTAL	113,314.16	49,925	163,239.16

To breakdown the MSW portion of the waste by residential and commercial generators, preliminary results from the first season of sampling for the Georgia Department of Community Affairs (DCA) waste composition study were used. Results from 120 samples taken from three landfills in the State indicated that approximately 32 percent of MSW comes from commercial generators and 46 percent comes from residential generators. The remaining 22 percent was from transfer trailers and was not classified under any other generating category (e.g., commercial or residential). It is assumed in this analysis that the waste in the transfer trailers has the same residential/commercial split as the rest of the MSW.

3.2.1.1 Waste Characterization

Preliminary analysis of waste characterization from the DCA sampling study shows the percentage of each type of material in the commercial and residential waste disposed of in an MSW landfill, shown in Table 3-5. Once the waste characterization study is complete, these percentages can be revised to be more specific to the northeast

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Georgia region. These results suggest that 63 percent of the residential and commercial waste disposed of in Athens-Clarke County is paper or organic material.

Table 3-5
Projected Characterization of MSW Disposed from Athens-Clarke County¹

Material	Average
Newspaper	4.9%
Corrugated Cardboard	9.6%
Office	2.5%
Magazine/Glossy	3.0%
Paperboard	3.9%
Mixed (Other Recyclable)	3.3%
Other (Non-recyclable)	10.0%
Total Paper	37.2%
#1 PET Bottles	1.7%
#2 HDPE Bottles	1.2%
#3-#7 Bottles	0.3%
Expanded Polystyrene	1.6%
Film Plastic	8.1%
Other Rigid Plastic	3.9%
Total Plastic	16.9%
Clear	2.0%
Green	0.5%
Amber	1.6%
Other	0.5%
Total Glass	4.6%
Steel Cans	1.9%
Aluminum Cans	1.0%
Other Ferrous	2.9%
Other Non-Ferrous	0.8%
Total Metal	6.6%

Material	Average
Yard Waste	1.5%
Wood (non-C&D)	2.1%
Food Waste	11.9%
Textiles	3.8%
Diapers	2.7%
Fines	3.3%
Other Organics	0.8%
Total Organics	26.0%
Drywall	0.2%
Wood	3.1%
Inerts	0.2%
Carpet	1.4%
Other C&D	1.0%
Total C&D	5.9%
Televisions	0.1%
Computers	0.1%
Other Electronics	1.3%
Tires	0.3%
HHW	0.2%
Other Inorganics	0.9%
Total Inorganics	2.8%
Total	100.0%

¹ Based on sampling data from Georgia Waste Characterization, fall 2003

3.2.1.2 Unique Conditions and/or Seasonal Variations

The County does not experience any significant seasonal changes in population. The University of Georgia is located in Clarke County but the seasonal influx and out flux of students remains fairly constant throughout the year and does not have a significant impact on the County.

3.2.1.3 Waste Generating Disasters

Without knowing the type and degree of the unanticipated disasters, Athens-Clarke County can not project the additional amount of waste that would require management from such an incident. However, any additional yard trimmings would be delivered to the landfill to be ground. Any additional MSW would be delivered to the Athens-Clarke County landfill which also has an onsite facility that could function as a transfer station.

3.2.2 Projections of Waste to be Disposed

Table 3-6 shows waste projections based on the estimated per capita waste disposed in the most recent year for which data are available. In Athens-Clarke County, approximately 1.57 tons were reportedly disposed each year per person, 1.09 in the MSW landfill. Although, as described above, it is assumed that this includes waste actually collected from other counties. If this per capita disposal rate were to remain the same, it is estimated that 205,614 tons per year would be disposed by the end of the planning period, 142,730 into an MSW landfill.

**Table 3-6
Waste Disposal Projections at Current per Capita Disposal Rate
Athens-Clarke County**

Estimated Per Capita Disposed	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Population	108,196	110,420	112,690	115,006	117,370	119,783	123,100	125,631	128,213	130,849
Tons	170,019	173,514	177,081	180,721	184,436	188,228	193,440	197,416	201,474	205,616

3.2.2.1 Per Capita MSW Disposal Reduction Goal

In 1991, the Northeast Georgia Regional Solid Waste Management Plan estimated that 1.51 tons per capita per year were being disposed in MSW landfills from Athens-Clarke County. In 2003, the per capita disposal rate (into an MSW landfill) based on EPD reports were 1.09 tons per year, resulting in a decrease of 28 percent between 1991 and 2003.

3.3 Waste Reduction Element

3.3.1 Inventory of Waste Reduction Programs

This section provides detailed information on Athens-Clarke County's existing waste reduction programs that target the residential, commercial/institutional, industrial, construction and demolition, and yard trimming sectors and waste streams.

3.3.1.1 Source Reduction Programs

Athens-Clarke County has a Pay As You Throw rate structure in place that encourages residents to reduce waste either through recycling or source reduction. Private haulers in the County are required by ordinance to offer a similar fee structure to residential customers; however, the private haulers do not always comply with this requirement on a consistent basis.

Athens-Clarke County has a public education coordinator on staff and operates a Keep Athens-Clarke County Beautiful program that promotes source reduction through a number of media campaigns, workshops, events, and school programs.

3.3.1.2 Recycling

In Athens-Clarke County, public solid waste management is provided by the unified government, created in 1991 through consolidation of the City of Athens and Clarke County. Public curbside collection of recyclables is provided in the Urban Service District (USD), the area within the old boundaries of Athens, on a once per week basis. Newspaper, junk mail, mixed paper, magazines, brown paper bags, paperboard, steel cans, aluminum cans, tin cans, milk and juice cartons, glass bottles and jars, #1 and #2 plastics, and corrugated cardboard are collected and delivered to the Athens-Clarke County Recovered Materials Processing Facility. The area outside the USD is known as the General Service District (GSD). GSD customers contract individually with private haulers for collection services including recyclables. GSD vendors are required by ordinance to collect the same recyclables as the County.

There are eight drop-off centers for collection of recyclables throughout Athens-Clarke County that accept office paper, junk mail, cardboard, boxboard, newspaper, magazines, paper bags, telephone books, bottles and cans, drink boxes, and small scrap metal.

Athens-Clarke County collects scrap metal at the landfill. Athens Auto Wrecking receives collected metal, transporting about 250 tons per year for processing. A tub grinder for yard trimmings operates at the landfill and the County sells mulch by the truckload. Keep Athens-Clarke County Beautiful also has annual programs for recycling phone books and mulching Christmas trees.

Athens-Clarke County also offers commercial recyclables collection in the USD. This includes dumpster collection for downtown businesses. Many companies contract for OCC removal. The majority of industrial customers in Athens-Clarke County contract with private firms, but there are some who contract with the County.

The University of Georgia, located in Athens-Clarke County, operates drop-off sites for newspaper, aluminum, glass, and plastic (pilot collection at one site for plastic). Cardboard is collected on an on-call basis. The University also operates an office paper recycling program and composts tree limbs, leaves, brush, grass, and some waste from animal facilities. Most of the compost is used on campus for landscaping projects. The University also arranged for use of incinerator flyash, previously sent to the landfill for disposal, by a local asphalt company.

The County has a Recovered Materials Processing Facility which is operated under contract with FCR. Processing activities involve further separating colors and crushing glass, baling cardboard and plastic, and separating aluminum and steel cans. Community workers and/or employees of the College Avenue Transfer Station process collected materials. Tables 3-7, 3-8, and 3-9 summarize the recycling programs, markets according to Georgia Recycling Markets Directory, and recycling facilities in the County.

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**Table 3-7
Recycling Programs in Athens-Clarke County (2003)**

Type of Program	Jurisdictions	Population Served	Operated by	Materials Accepted	Tons Diverted (2003)
Curbside Recycling	USD	35,000	Athens-Clarke County	Newspaper, junk mail, mixed paper, magazines, brown paper bags, paperboard, steel cans, aluminum cans, tin cans, milk and juice cartons, glass bottles and jars, #1 and #2 plastics, and corrugated cardboard	1,820
Curbside Recycling	GSD	N/A	Private Haulers	Newspaper, junk mail, mixed paper, magazines, brown paper bags, paperboard, steel cans, aluminum cans, tin cans, milk and juice cartons, glass bottles and jars, #1 and #2 plastics, and corrugated cardboard	6,835
Drop-Off Center	Athens-Clarke County	14,081	Athens-Clarke County	Office paper, junk mail, cardboard, boxboard, newspaper, magazines, paper bags, telephone books, bottles and cans, drink boxes, and small scrap metal	2,358
Commercial Recycling Program	USD	N/A	Athens-Clarke County	Newspaper, junk mail, mixed paper, magazines, brown paper bags, paperboard, steel cans, aluminum cans, tin cans, milk and juice cartons, glass bottles and jars, #1 and #2 plastics, and corrugated cardboard	929

ATHENS-CLARKE COUNTY

Type of Program	Jurisdictions	Population Served	Operated by	Materials Accepted	Tons Diverted (2003)
Industrial Recycling Program	USD and GSD	N/A	Private Hauler and Athens-Clarke County	N/A	N/A

Source: Athens-Clarke County 1998 Short-Term Work Plan Collection Element

**Table 3-8
Businesses that Accept Recyclables from the Planning Area**

Name	Location	Accepts Material from:		Materials Accepted
		Geographic Area	Sector	
Omnisource	Athens, GA	Athens-Clarke County	Residential and Commercial	metals, ferrous metals, steel cans, metal appliances, autos, non ferrous metals, aluminum cans, scrap tires
Rush Wood	Athens, GA	Athens-Clarke County	Commercial	Wood pallets

Source: Georgia Recycling Markets Directory

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**Table 3-9
Recycling Facilities**

Facility Name	Facility Type	Owner/ Operator	Jurisdictions Served	Sectors Served	Materials Accepted	Tons Processed (2003)
Athens-Clarke County Materials Recycling Facility	RMPF	FCR	Athens-Clarke County	Residential and Commercial	Newspaper, cardboard, office paper, junk mail, mixed paper, magazines, brown paper bags, paperboard, steel cans, aluminum cans, tin cans, milk and juice cartons, glass bottles and jars, #1 and #2 plastics	13,126

3.3.2 Yard Trimmings Programs and Facilities

Yard trimmings are currently collected by the County. A tub grinder for yard trimmings operates at the landfill or the County contracts to have the trimmings mulched. The County then sells the mulch at \$7.00 per truckload.

**Table 3-10
Yard Trimmings Programs (2003)**

Program	Owner/Operator	Jurisdictions Served	Sector Served	Materials Accepted	Quantity	Program Maximum Capacity	Final Disposition
Municipal curbside yard trimmings	Athens-Clarke County	Athens-Clarke County	Residential	Yard Trimmings	6,000 tons	N/A	Mulched and sold for \$7 per pick-up load

Source: Athens-Clarke County 1998 Short Term Work Plan

3.3.2.1 Items Requiring Special Handling

Athens-Clarke County holds periodic household hazardous waste collection days, held a pilot electronics collection day, and collects tires and white goods on an ongoing basis at the landfill. The County's website contains information about the proper way to manage or dispose of items require special handling.

3.3.2 Contingency Strategy

In the event of a natural disaster or emergency situation that interrupted the County's regular operations, the County would contract with a private hauler to collect and transport waste to the County's landfill.

3.3.3 Assessment of Waste Reduction Programs

Athens-Clarke County's waste reduction and recycling programs are available to all waste generators. The County has implemented a Pay-As-You-Throw Program to encourage participation. The County has a Recovered Materials Processing Facility to process and market materials collected. Athens-Clarke County can strengthen its waste reduction programs by ensuring that private haulers offer the level of recycling service and Pay-As-You-Throw fee structures as required by County ordinance.

3.3.4 Needs and Goals

Based on the inventory and assessment, adequacy of current programs and other programmatic options, including costs, Athens-Clarke County has developed the following waste reduction needs and goals:

- To ensure a 25 percent reduction in the amount of solid waste received at disposal facilities; and
- To sustain waste reduction programs for the next 10 years.

3.4 Collection Element

3.4.1 Inventory of Existing Collection Programs

Athens-Clarke County provides public collection in the urban service district; the remainder of the county is served by private collection. In the urban service district, the county provides residential collection (once-a-week, backyard), curbside commercial collection (daily pick-up, twice daily in downtown area), and dumpster service to commercial customers. There are no public access dumpsters in Athens-Clarke County. Curbside commercial customers are primarily in downtown Athens, although waste from businesses in residential areas such as the Normaltown area are often collected curbside (i.e., businesses are treated as residential customers). The county also collects yard trimmings in the urban service district (twice-a-month, curbside) and will collect bulky goods by special pickup. The Transfer Station on College Avenue processes all waste except leaf/limb collection, which goes to tub grinder at landfill.

Residential collection in the general service district (the old unincorporated area) is provided through private collection by contract with the generator. Private haulers operating in the County operate under a permit to the County. Among the permit requirements is for haulers to offer recycling and a Pay As You Throw rate structure to their residential customers. (See permit requirements at the end of this Section)

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The University collects its own waste for disposal at the county landfill, but there is no formal agreement between the University and the County government. The University also collects recyclables and operates an office paper recycling program throughout the campus. Tables 3-11 and 3-12 show the haulers operating in the planning area and existing collection programs, respectively.

**Table 3-11
Haulers Operating in Planning Area**

Hauler Name	Hauler Address	Sector Served ¹	Jurisdiction(s) Served	Arrangement ²
AAA Sanitation	7090 Hickory Drive Winterville, GA 30683	R, C	Athens-Clarke County	Operates under permit from Athens-Clarke County and contracts directly with customers.
Personal Touch	324 ¼ Arch Street Athens, GA 30601	R, C	Athens-Clarke County	Operates under permit from Athens-Clarke County and contracts directly with customers.
Sterling Sanitation	50 Gaines School Road Athens, GA 30605	R, C	Athens-Clarke County	Operates under permit from Athens-Clarke County and contracts directly with customers.
Bulldog Waste Services	162 Commerce Blvd. Bogart, GA 30622	R, C	Athens-Clarke County	Operates under permit from Athens-Clarke County and contracts directly with customers.
Curbside Services	P.O. Box 395 1390 Lane Creek Road Bogart, GA 30622	R, C	Athens-Clarke County	Operates under permit from Athens-Clarke County and contracts directly with customers.
F-4 Sanitation	921 Wolfskin Road Arnoldsville, GA 30619	R, C	Athens-Clarke County	Operates under permit from Athens-Clarke County and contracts directly with customers.
Johnson and Son	410 Norwood Circle Athens, GA 30601	R, C	Athens-Clarke County	Operates under permit from Athens-Clarke County and contracts directly with customers.
United Waste Service	51 Patrick Mill Road, SW Winder, GA 30680	R, C	Athens-Clarke County	Operates under permit from Athens-Clarke County and contracts directly with customers.
Georgia Waste/ Waste Industries	4999 Bold Spring Road Monroe, GA 30656	R, C	Athens-Clarke County	Operates under permit from Athens-Clarke County and contracts directly with customers.
BFI Waste Services	75 Curtis Road Lawrenceville, GA 30045	R, C	Athens-Clarke County	Operates under permit from Athens-Clarke County and contracts directly with customers.
Waste Pro	3021 Atlanta Highway Suite 103 Athens, GA 30606	R, C	Athens-Clarke County	Operates under permit from Athens-Clarke County and contracts directly with customers.

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Hauler Name	Hauler Address	Sector Served ¹	Jurisdiction(s) Served	Arrangement ²
United Waste Service	51 Patrick Mill Road, SW Winder, GA 30680	R, C	Athens-Clarke County	Operates under permit from Athens-Clarke County and contracts directly with customers.
Alewine Waste Management	8223 Highway 29 South Hull, GA 30426	R, C	Athens-Clarke County	Operates under permit from Athens-Clarke County and contracts directly with customers.
Roll-off Systems, Inc.	1100 B. Garrett Drive Statham, GA 30666	R, C	Athens-Clarke County	Operates under permit from Athens-Clarke County and contracts directly with customers.
Oconee Waste Transport, Inc.	1183 Experiment Station Rd. Watkinsonville, GA 30677	R, C	Athens-Clarke County	Operates under permit from Athens-Clarke County and contracts directly with customers.
Advanced Disposal Services	5374 Goshen Springs Road Norcross, GA 30093	R, C	Athens-Clarke County	Operates under permit from Athens-Clarke County and contracts directly with customers.

¹ R= Residential, I=Institutional, C= Commercial, CD= C&D

² i.e., contract with local government, franchise agreement with local government, independent contract with generators, etc.

Source: 1993 Solid Waste Management Plan

**Table 3-12
Inventory of Collection Programs**

Type	Collector	Program Description	Jurisdictions Served	Sectors Served ¹	Number of Households/Businesses served, if available ²	Contractual Arrangements
Curbside Collection	Athens-Clarke County	Weekly curbside collection of garbage, recyclables, and yard trimmings.	Urban Service Area	R	35,000 households	Residents are billed by County based on level of service
Curbside Collection	Permitted Private Hauler	Weekly curbside collection of garbage, recyclables.	General Service Area	R	N/A	Residents contract directly with haulers.
Commercial Collection	Athens-Clarke County	Recyclables and dumpster services	Urban Service Area and General Service Area	C	N/A	Entities arrange for collection with hauler of choice.
Commercial Collection	Private Hauler	Recyclables and dumpster collection (USD only)	Urban Service Area and General Service Area	C	N/A	Entities arrange for collection with hauler of choice.

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Type	Collector	Program Description	Jurisdictions Served	Sectors Served ¹	Number of Households/Businesses served, if available ²	Contractual Arrangements
University Collection Program	University of Georgia	Campus Collection Program	University of Georgia	I	N/A	The University operates its own collection program.

¹ R= Residential, I=Institutional, C= Commercial, CD= C&D

² Private haulers may not be willing to provide this information.

Source: 1993 Solid Waste Management Plan

3.4.1.1 Contingency Strategy

In the event of an emergency situation or natural disaster that interrupted the County's collection service, the County would contract with an interim private hauler to transport waste to the County's landfill. The County estimates that it would take about two to three days to implement a contingency plan.

3.4.2 Assessment of Collection Programs

Existing collection programs serve all residents and businesses in the County. Some of the permitted private haulers are not meeting the permit requirements and offering services comparable to the County crews.

3.4.3 Inventory of Illegal Dumping/Littering

The County does not perceive illegal dumping to be a significant problem.

3.4.4 Assessment of Programs to Address Illegal Disposal

The County has a community protection unit that enforces illegal dumping violations. The unit uses a Norvalis database to track violations.

3.4.5 Needs and Goals

Athens-Clarke County goal for collection is to ensure efficient and effective collection of solid waste in the region over the next ten years. To this end, the County is considering approaches to ensuring that residents in the general service district receive the same level of service as those in the urban service district. Some of the options being considered include franchising, contracting, or expanding the County's service area.

3.5 Disposal Element

3.5.1 Inventory of Solid Waste Disposal Facilities

Athens-Clarke County owns and operates a Subtitle D landfill on the eastern border of the county. Fees at the landfill are \$34 per ton. The original site is 222 acres with 92 acres usable for disposal. An expansion of 84 acres (30 usable acres) was permitted since the last Solid Waste Management Plan was adopted. The currently permitted space is expected to last until 2016 at current fill rates, according to the most recent Remaining Capacity Report included at the end of this Section. Athens-Clarke County is investigating the possibility of mining waste from the landfill to increase capacity at the existing site and to potentially recover materials.

The Athens-Clarke County landfill primarily receives waste from within the County limits. The majority of the municipal solid waste from Athens-Clarke County is delivered here. Private haulers in the County delivered just over 45,000 tons to Oak Grove landfill in Barrow County in 2003. Much smaller amounts were disposed in Chambers R&B, Live Oak, and the Pecan Row landfills. Biomedical waste from Athens Regional Medical Center goes to a private company.

The University of Georgia hauls most of its waste to the county landfill for disposal and also operates an inert landfill for non-degradable materials. Athens-Clarke County operates two inert disposal facilities in the county which have recently been permitted. There have been reports of two unpermitted C&D disposal sites in the county. One of these has recently been closed, and the other is reportedly in the process of seeking a permit.

Athens-Clarke County also has an agreement with Oglethorpe County to dispose of C&D at its landfill. Fees at the landfill are about \$23 per ton. A small amount of construction and demolition debris in the County is taken to other landfills by private haulers.

Most of the solid waste in the County will continue to be delivered to the Athens-Clarke County landfill. However, private haulers in the County are likely to deliver solid waste and construction and demolition debris to other landfills in the region. Table 3-13 indicates the landfills where waste from Athens-Clarke County is likely to be delivered during the planning period.

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Table 3-13
Inventory of Disposal Facilities and Thermal Treatment Technologies to be Used During
the Planning Period (2004 – 2013)

Facility Name	Jurisdiction(s) Using Facility	Physical Address	Owner/ Operator	Facility Type	Types of Waste Accepted	Year Expected to Reach Capacity
Clarke County-Athens Dunlap Road	Athens-Clarke County	US 78 4.5 Mi E Athens, GA	Athens-Clarke County	MSWL	MSW	7/29/2016
WMI-Live Oak #2 (SL)	Athens-Clarke County	Old McDonough Rd AT I-285 Atlanta, GA	Waste Management	MSWL	MSW	12/31/2004
Oak Grove Landfill	Athens-Clarke County	Off SR 324 3 mi SW of Winder	Republic Waste	MSWL	MSW	11/1/2008
Rogers Lake Road C&D Landfill	Athens-Clarke County	Ws Rogers Lake Rd N Maddox Rd Lithonia	Apollo Waste Industries	C&D	C&D	4/10/2008
Oglethorpe CO-US 78 C/D Landfill	Athens-Clarke County	US 78 One Mile NE Of Crawford	Oglethorpe County	C&D	C&D	2014

3.5.1.1 Assurance of 10-Year Capacity

Athens-Clarke County owns and operates its own Municipal Solid Waste landfill. This landfill is projected to last through the middle of 2016 at current fill rates. Thus, Athens-Clarke County has sufficient disposal capacity to accept all MSW disposed from county sources for the planning period. However, it is likely that private haulers may deliver some of the MSW elsewhere. Construction and demolition debris will continue to go to the Oglethorpe County landfill, or other C&D landfills as selected by the hauler, for the planning period. Table 3-14 shows the disposal capacity assurance analysis for the next ten years.

**Table 3-14
Disposal Capacity Assurance Summary (2004-2013)**

Athens-Clarke County	Year 1 (2004)	Year 2 (2005)	Year 3 (2006)	Year 4 (2007)	Year 5 (2008)	Year 6 (2009)	Year 7 (2010)	Year 8 (2011)	Year 9 (2012)	Year 10 (2013)
Amount of Waste	123,002	125,530	128,111	130,744	133,431	136,175	139,945	142,822	145,758	148,754
Amount to Athens-Clarke County landfill	71,003	72,462	73,952	75,472	77,023	78,607	80,783	82,444	84,139	85,868
Amount to Oglethorpe C&D landfill	51,999	53,068	54,159	55,272	56,408	57,568	59,162	60,378	61,619	62,886

¹ This assumes all projected MSW will be delivered to the Athens-Clarke County landfill. In actuality, private haulers in the County are likely to deliver some waste to other landfills in the area.

3.5.1.2 Contingency Strategy

In the event of an emergency situation or natural disaster that interrupted the County's disposal operations, the County would contract with an interim private hauler to transport waste to the County's landfill. The County has a facility on site that could be used as an interim transfer station. The County estimates that it would take about two to three days to implement a contingency plan.

3.5.2 Assessment of Disposal

The Athens-Clarke County landfill serves the counties needs for the planning period.

3.5.3 Statement of Needs and Goals

Athens-Clarke County's goal is to ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.

3.6 Education and Public Involvement Element

3.6.1 Inventory of Education and Public Involvement

Athens-Clarke County has a public education coordinator on staff that provides information, education, and customer service to students, citizens, and businesses on all county solid waste and recycling programs. The County coordinates school education programs; teaches solid waste, landfill, waste reduction, recycling and other environmental education topics to a variety of age groups; conducts workshops, presentations, and facility tours for school and community groups; designs and produces newsletters, brochures, manuals, reports and other print media; and plans, coordinates, and directs special events.

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In addition, Keep Athens-Clarke County Beautiful (KACCB) has a paid, full-time staff that operates a number of education and public involvement programs including Adopt-a-Highway, Adopt-a-Road, America Recycles, and Adopt-a-Stream. KACCB maintains a speakers bureau, conducts occasional media campaigns, and school programs. KACCB also sponsors litter pick-up events and KACCB staff clean up the roadways near the landfill.

Athens-Clarke County also operates a Citizens' Solid Waste Advisory Committee. Table 3-15 describes the public education and involvement activities of Athens-Clarke County.

Table 3-15
Existing Environmental Education Initiatives

Program/Activity	Jurisdictions Covered	Operated by	Target Audience	Description of Impact
Brochures, special events, tours, presentations, web site	Athens-Clarke County	Athens-Clarke County	Residents and businesses	Encourages waste reduction and recycling
Adopt-a-Highway	Athens-Clarke County	KACCB	Businesses and Civic Groups	Keeps highways clean
Adopt-a-Road	Athens-Clarke County	KACCB	Businesses and Civic Groups	Keeps highways clean
America Recycles	Athens-Clarke County	KACCB		Promotes Recycling
Adopt-a-Stream	Athens-Clarke County	KACCB	Businesses and Civic Groups	Keeps streams clean
School Programs	Athens-Clarke County	KACCB	Public School Students	Educates students on recycling
Speakers Bureau	Athens-Clarke County	KACCB	School, Businesses, Civic Groups	Educates schools, businesses and civic groups on benefits of recycling
Solid Waste Advisory Committee	Athens-Clarke County	Athens-Clarke County	Proactive Citizens	Allows citizens a chance to become active in recycling issues

3.6.2 Assessment of Education and Public Involvement

Athens-Clarke County dedicates significant resources to public education and involvement in the County, in the region, and in the State. Staff is available at the County and through KACCB to implement these programs. The MRF is used as a general education center. The public has the opportunity for involvement through volunteering through KACCB, assisting the County with its many programs, or participating on the Citizen's Advisory Committee.

3.6.3 Statement of Needs and Goals

Athens-Clarke County's goal with regard to public education and involvement is to ensure that residents and businesses in the region understand the issues, needs, and goals of the solid waste management system.

3.7 Land Limitation Element

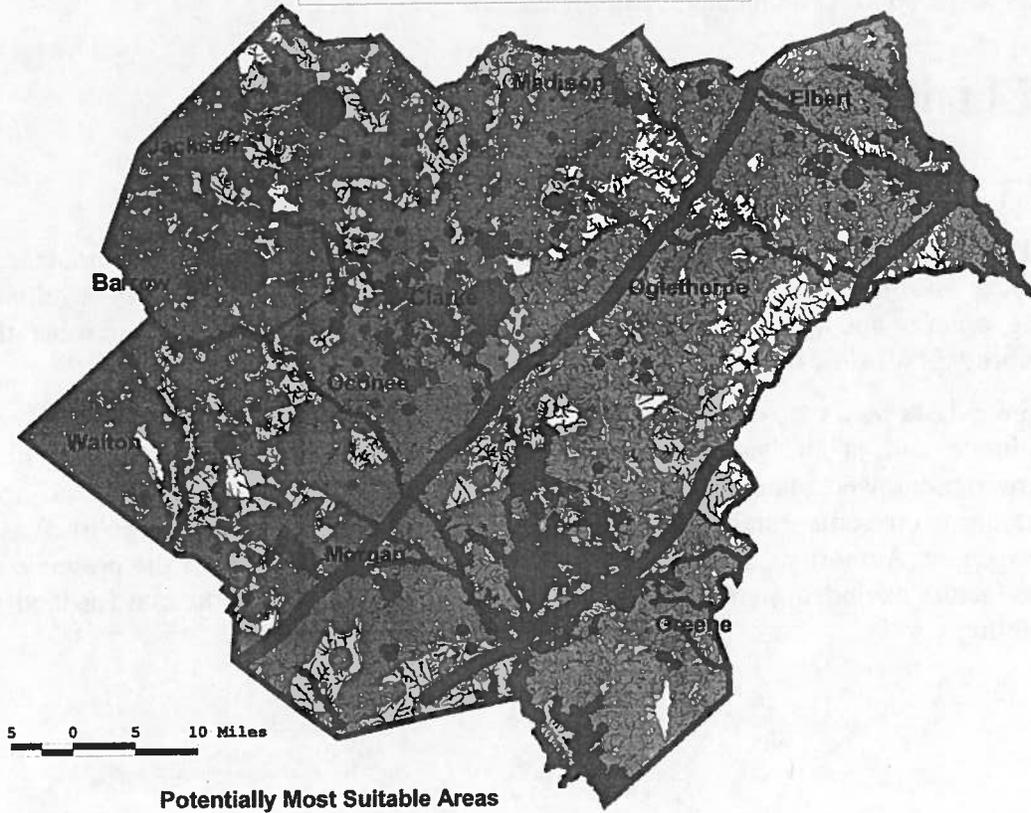
3.7.1 Inventory of Land Areas

In 1997, the Northeast Georgia Solid Waste Management Authority conducted a regional landfill site suitability study. As part of this study, the ten counties developed siting criteria and screened all land within the ten-county area to determine the suitability of all sites for landfill development.

Figure 3-1 shows a map of the ten county region with areas shaded that are considered unsuitable and of limited suitability for a solid waste disposal facility. These determinations were made based on water protection and land use criteria and host community concerns established by the Northeast Georgia Regional Solid Waste Management Authority. Table 3-16 identifies the criteria and whether the presence of these factors excluded a site altogether or lowered the ranking of the site for landfill suitability.

1997 Update

Composite Map Landfill Suitability



Potentially Most Suitable Areas

County Name	Low Score	High Score	% of County Area
Barrow	17	23	14
Clarke	20	38	16
Elbert	16	24	14
Greene	16	20	12
Jackson	16	32	28
Madison	12	28	24
Morgan	20	30	24
Oconee	24	32	11
Oglethorpe	14	22	25
Walton	12	30	25

Levels of Suitability

- Potentially Most Suitable
- Limited Suitability
- Unsuitable (Excluded)

Date: 9/25/97



**NORTHEAST GEORGIA
Regional Solid Waste Management Authority**

Figure 3-1

**Table 3-16
Regional Landfill Suitability Criteria**

	Criteria	Type
Water Protection (Geotechnical)	Major Fault Zone	Exclusionary
	Public Drinking Water Sources	Exclusionary
	Hydrologically Sensitive Area	Ranked
	Private Drinking Water Wells	Ranked
	Lakes, Rivers, and Creeks	Exclusionary
	Floodplains	Exclusionary
	Wetlands	Exclusionary and Ranked
	Steep Areas	Exclusionary
Land Use	Airports	Exclusionary
	Nonparticipating County Borders	Exclusionary
	Public Lands and Parks	Exclusionary
	Population Density	Exclusionary and Ranked
	Historic and Key Archaeological Sites	Ranked
	Biological/Rare Element Sites	Ranked
Host Community Concerns	Existing Pollution Sources	Ranked

Athens-Clarke County also has a zoning ordinance that would limit where solid waste handling facilities could be sited in the County.

3.7.2 Procedures for Siting Solid Waste Facilities

Any entity requesting a renewal or issuance of a solid waste handling permit from EPD must demonstrate that the facility or facility expansion is consistent with the local government's solid waste management plan. The County will use the following criteria to determine whether the issuance of the requested permit is consistent with the Solid Waste Management Plan.

- Determine whether the proposed facility or facility expansion is sited in an area deemed unsuitable according to one of the criteria list above (in groundwater recharge area; located within two miles of a municipal water supply; on soils poorly suited for development; on slopes of greater than 25 percent; presence of major highways, roads, and airports; on urban or built up lands; water bodies or wetlands; or on federal, state, or public lands).
- Determine whether the proposed facility or facility expansion is sited in a location that is consistent with local zoning ordinances.
- Determine whether the proposed facility or facility expansion negatively impacts other natural or cultural resources of the County.

Section 3

- Determine whether the proposed facility or facility expansion negatively impacts the current solid waste management infrastructure of the County;
- Determine whether the proposed facility or facility expansion negatively impacts collection capability and disposal capacity identified in the Plan.
- Determine whether the proposed facility or facility expansion negatively impacts the County's ability to contribute to the State's 25 percent waste reduction goal.
- Determine whether the proposed facility or facility expansion negatively impacts the financial viability of the County's solid waste management system.

No proposed facility or facility expansion will be sited in the County without a letter from the County Commission stating that the facility is consistent with the Solid Waste Management Plan. The County Commission will hold at least one public hearing to gather input to make this determination.

3.7.3 Assessment of Land Limitation

Based on the results of the site suitability study, shown in Figure 3-1, approximately 84 percent of the land area in Athens-Clarke County is considered unsuitable or of limited suitability for siting a landfill.

The procedure described in Section 3.7.2, once put into place, will help ensure that facilities sited in the County are consistent with this Plan.

3.7.4 Needs and Goals

To ensure that proposed solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable for such developments.

3.8 Implementation Strategy

3.8.1 Summary of County Need and Goals

Athens-Clarke County has established the following needs and goals as part of its Solid Waste Management Plan:

- To determine the amount and composition of solid waste generated in the region in order to establish a sound information base upon which to make management decisions and determine if state and local goals are met.
- To ensure a 25 percent reduction in the amount of solid waste disposed of in the region Landfill and to sustain waste reduction programs for the next 10 years.
- To ensure efficient and effective collection of solid waste in the region over the next ten years.
- To ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.

- To ensure that residents and businesses in the region understand the issues, needs, and goals of the solid waste management system.
- To ensure that proposed solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable for such developments.
- To achieve a balanced and affordable solid waste management plan implementation strategy, while also meeting the goals and requirements of state law.

3.8.2 Statement/Demonstration of 10-Year Collection Capability

Athens-Clarke County will continue to ensure efficient and effective collection of solid waste in the County over the next ten years by collecting residential waste with its own forces in the urban service district and licensing private haulers to collect in the general service district. The County is evaluating whether it needs to establish exclusive franchises or strengthen licensing regulations for residential and commercial pick up in the general service district to maintain efficient and effective collection. Residents in the City of Winterville will continue to contract directly with private firms.

3.8.3 Statement/Demonstration of 10-Year Disposal Capacity

Athens-Clarke County will continue operating a Subtitle D landfill that is able to handle all MSW disposed of from the County for the ten year planning period.

3.8.4 Short Term Work Program (5-Year List of Programs/Work Activities)

Table 3-17 indicates the five year implementation strategy to meet the County's needs and goals, by element.

Table 3-17
 Northeast Georgia Solid Waste Management Plan
 Short-Term Work Program 2004 – 2008
 Athens-Clarke County

Action	04	05	06	07	08	Responsible Party	Possible Funding
	AMOUNT OF WASTE ELEMENT						
Goal: To determine the amount and composition of solid waste generated in the region in order to establish a sound information base upon which to make management decisions and determine if state and local goals are met.							
1. Conduct a composition study of residential waste generated in the Urban Service District.		x		x		ACC	ACC
2. The County will continue to develop and implement strategies improve documentation of where solid waste delivered to its landfill originated.							\$6,000
COLLECTION ELEMENT Goal: To ensure efficient and effective collection of solid waste in the region over the next ten years.							
1. Continue residential backyard collection in the urban service district, mixed public and private commercial collection, and licensing of private haulers for residential collection in the general service district. Government residential and commercial collections are subscription, Pay-As-You Throw Fee Systems. Ordinance requires the same for private, franchised haulers.	x	x	x	x	x	ACC	ACC Urban Service District Residential Monthly User Fees
2. Evaluate establishing curbside collection as standard service in Urban Service District, with backyard collection offered only in special cases; making necessary collection changes.	x	x	x	x	x	ACC	ACC
3. Maintain and replace vehicle fleet.	x	x	x	x	x	ACC	ACC \$150K/yr

**Table 3-17
 Northeast Georgia Solid Waste Management Plan
 Short-Term Work Program 2004 - 2008
 Athens-Clarke County**

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
(COLLECTION ELEMENT CONTINUED)								
<i>Goal: To ensure efficient and effective collection of solid waste in the region over the next ten years.</i>								
4. Continue "bulky item pickup" in Urban Services District. Evaluate ways to reduce cost from current \$35/load and identify pricing for pickup of standard items (e.g., dryer, etc.).	X	X	X	X	X	ACC	\$0	ACC
5. Conduct pre-disposal sorting of targeted loads heavy with recyclable materials through the Materials Recycling Facility at the landfill.	X	X	X	X	X	ACC	\$2,000/yr	ACC
6. Study feasibility of establishing exclusive franchise and/or enhancing current non-exclusive hauler franchise regulations (ie: identifying collection zones, etc.) for residential and commercial collection.	X	X	X			ACC	\$0	ACC
7. Continue pickup of residential leaf & limb throughout Athens-Clarke County and City of Winterville.	X	X	X	X	X	ACC	\$550,000/yr	ACC General Fund
8. City of Winterville residents will continue to contract with private firms directly. These firms operate in Athens-Clarke County general services district and therefore <i>de facto</i> under the ACC hauler franchise regulations.	X	X	X	X	X	NA	\$0	City of Winterville Resident Pays Monthly User Fee to Hauler

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Table 3-17
 Northeast Georgia Solid Waste Management Plan
 Short-Term Work Program 2004 - 2008
 Athens-Clarke County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
	WASTE REDUCTION ELEMENT							
Goal: To ensure a 25 percent reduction in the amount of solid waste disposed of in the region Landfill and to sustain waste reduction programs for the next 10 years.								
1. Evaluate adopting a countywide requirement that all refuse pickup be separated for recyclable products.	X	X	X	X	X	ACC	\$0	ACC
2. Pursue new recycling opportunities and/or partnerships with area schools, institutions, businesses, and industries.	X	X	X	X	X	ACC	\$0	ACC
3. Ongoing effort to enhance residential curbside recycling program by adding more recyclable materials to list as markets become available.	X	X	X	X	X	ACC	\$0	ACC
4. Continue curbside recycling in Urban Services District.	X	X	X	X	X	ACC	See #1 Collection Element	ACC Resident Monthly User Fee
5. Continue requiring residential franchised waste haulers to offer full scope of curbside/backdoor recycling in general service district.	X	X	X	X	X	ACC	\$0	ACC
6. Continue to operate drop-off recycling centers.	X	X	X	X	X	ACC	\$190,000/yr	ACC

Table 3-17
Northeast Georgia Solid Waste Management Plan
Short-Term Work Program 2004 - 2008
Athens-Clarke County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
(WASTE REDUCTION ELEMENT CONTINUED)								
<i>Goal: To ensure a 25 percent reduction in the amount of solid waste received at disposal facilities and to sustain waste reduction programs for the next 10 years.</i>								
7. Continue to fund recycling and waste reduction efforts (includes RMPF fees).	X	X	X	X	X	ACC	\$460,000/yr	ACC (Grants)
8. Continue to explore the possibility of establishing a southeast Athens recycling drop-off site.	X	X	X	X	X	ACC	\$25-\$30,000	ACC
9. Investigate feasibility of compost bin distribution events for residents.	X	X	X	X	X	ACC	\$0	ACC
10. If feasible, implement compost bin distribution events for residents.	X	X	X	X	X	ACC	\$1,500	ACC
11. Investigate feasibility of residential collection events for special wastes (eg: computers, electronics, household hazardous waste, etc.).	X	X	X	X	X	ACC	\$0	ACC
12. If feasible, implement residential collection events for special wastes (eg: computers, electronics, household hazardous waste, etc.)	X	X	X	X	X	ACC	\$12,000 - \$15,000 per event	NA
13. Continue landfill mulching operation for leaf and limb and other wood waste.	X	X	X	X	X	ACC	\$90,000/yr	ACC Landfill User Fees
14. Winterville residents use ACC drop-off site located in the City of Winterville.	X	X	X	X	X	ACC	See Item #4 above	NA

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Table 3-17
 Northeast Georgia Solid Waste Management Plan
 Short-Term Work Program 2004 - 2008
 Athens-Clarke County

Action	04	05	06	07	08	Responsible Party	\$\$\$	Possible Funding
DISPOSAL ELEMENT								
<i>Goal: To ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.</i>								
1. Continue operation of MSW Subtitle D landfill in cooperation with Oglethorpe County.	X	X	X	X	X	ACC	\$2,170,000 annually	ACC Landfill User Fees
2. Maintain and replace depreciated equipment and vehicles for landfill operation.	X	X	X	X	X	ACC	\$200,000 annually	ACC Landfill User Fees
3. Construct and operate Phase II of the MSW Subtitle D Landfill.		X	X	X	X	ACC	\$3.2 million	ACC Landfill User Fees
4. Evaluate the redesign of Phase II, MSW Subtitle D Landfill, to incorporate an overlay of the unlined, Existing Disposal Area 2 Landfill.	X	X				ACC	\$0	ACC Landfill User Fees
5. Investigate feasibility of mining waste from unlined, Existing Disposal Area 1 Landfill.	X	X	X			ACC	\$20,000	ACC Landfill User Fees
6. If feasible, implement the mining of waste from unlined, Existing Disposal Area 1 Landfill.				X	X	ACC	\$2.5 million	ACC Landfill User Fees

**Table 3-17
Northeast Georgia Solid Waste Management Plan
Short-Term Work Program 2004 – 2008
Athens-Clarke County**

Action	04	05	06	07	08	Responsible Party	Possible Funding
	04	05	06	07	08		
PUBLIC EDUCATION AND INVOLVEMENT ELEMENT							
<i>Goal: To ensure that residents and businesses in the region understand the issues, needs, and goals of the solid waste management system.</i>							
1. Publish solid waste reduction/recycling newspaper as funds and time permit.	x	x	x	x	x	ACC	ACC \$13,000 annually
2. Continue development of ongoing waste reduction and recycling education.	x	x	x	x	x	ACC	ACC (Grants)
3. Support the Keep Athens-Clarke County Beautiful program by funding a full time Executive Director and related program costs.	x	x	x	x	x	ACC	ACC \$75,000/yr
4. Continue support of Environmental and SW Compliance Officer positions for compliance and enforcement of environmental ordinances, including litter, scrap tire enforcement/education, and other SW ordinance violations.	x	x	x	x	x	ACC	ACC \$75,000 annually (EPD Grant)
5. ACC will continue to sponsor citizens' advisory committee on solid waste.	x	x	x	x	x	ACC	ACC \$0
6. City of Winterville relies on ACC's education program except for enforcement, which is carried out by the City of Winterville's police department.	x	x	x	x	x	ACC/City of Winterville	ACC/City of Winterville -

Section 3

Table 3-17
Northeast Georgia Solid Waste Management Plan
Short-Term Work Program 2004 – 2008
Athens-Clarke County

Action	04	05	06	07	08	Responsible Party	Possible Funding
(PUBLIC EDUCATION AND INVOLVEMENT ELEMENT CONTINUED)							
<i>Goal: To ensure that residents and businesses in the region understand the issues, needs, and goals of the solid waste management system.</i>							
7. Provide technical assistance to commercial businesses, institutions, and industries in an effort to further reduce solid waste generated and disposed of in the Athens-Clarke County landfill.	X	X	X	X	X	ACC	ACC
LAND LIMITATION ELEMENT							
<i>Goal: To ensure that proposed solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable for such developments.</i>							
1. County will ensure sufficient land use controls are in place.	X	X	X	X	X	ACC	ACC
FINANCING ELEMENT							
<i>Goal: To achieve a balanced and affordable solid waste management plan implementation strategy, while also meeting the goals and requirements of state law.</i>							
1. County will continue to participate in the Northeast Georgia Regional Solid Waste Management Authority for planning purposes.	X	X	X	X	X	Athens-Clarke County/City of Winterville/ Authority	\$9,000/yr Athens-Clarke County/City of Winterville/ Authority
2. ACC will continue to fund SW activities under an enterprise fund.	X	X	X	X	X	ACC	ACC
3. City of Winterville will continue to rely primarily on ACC and private firms for SW management.	X	X	X	X	X	City of Winterville	City of Winterville

LETTER OF PARTICIPATION

R·W·BECK



**JORDAN
JONES &
GOULDING**

745 South Milledge Avenue
Athens, Georgia 30605
T 706.353.2868
F 706.549.0423
www.jjg.com

July 29, 2003

Mr. Scott Callaway, Environmental Specialist
Georgia Department of Natural Resources
Northeast Georgia EPD Regional Office
745 Gaines School Road
Athens, Georgia 30605

RE: Athens-Clarke County MSW Landfill – Dunlap Road (EPD Permit # 029-012D(SL))
Remaining Capacity Report for July 02 to June 03

Dear Mr. Callaway:

Attached please find the completed Remaining Capacity Report for the referenced MSW Landfill.

Please do not hesitate to contact me if you have any questions or comments.

Sincerely,

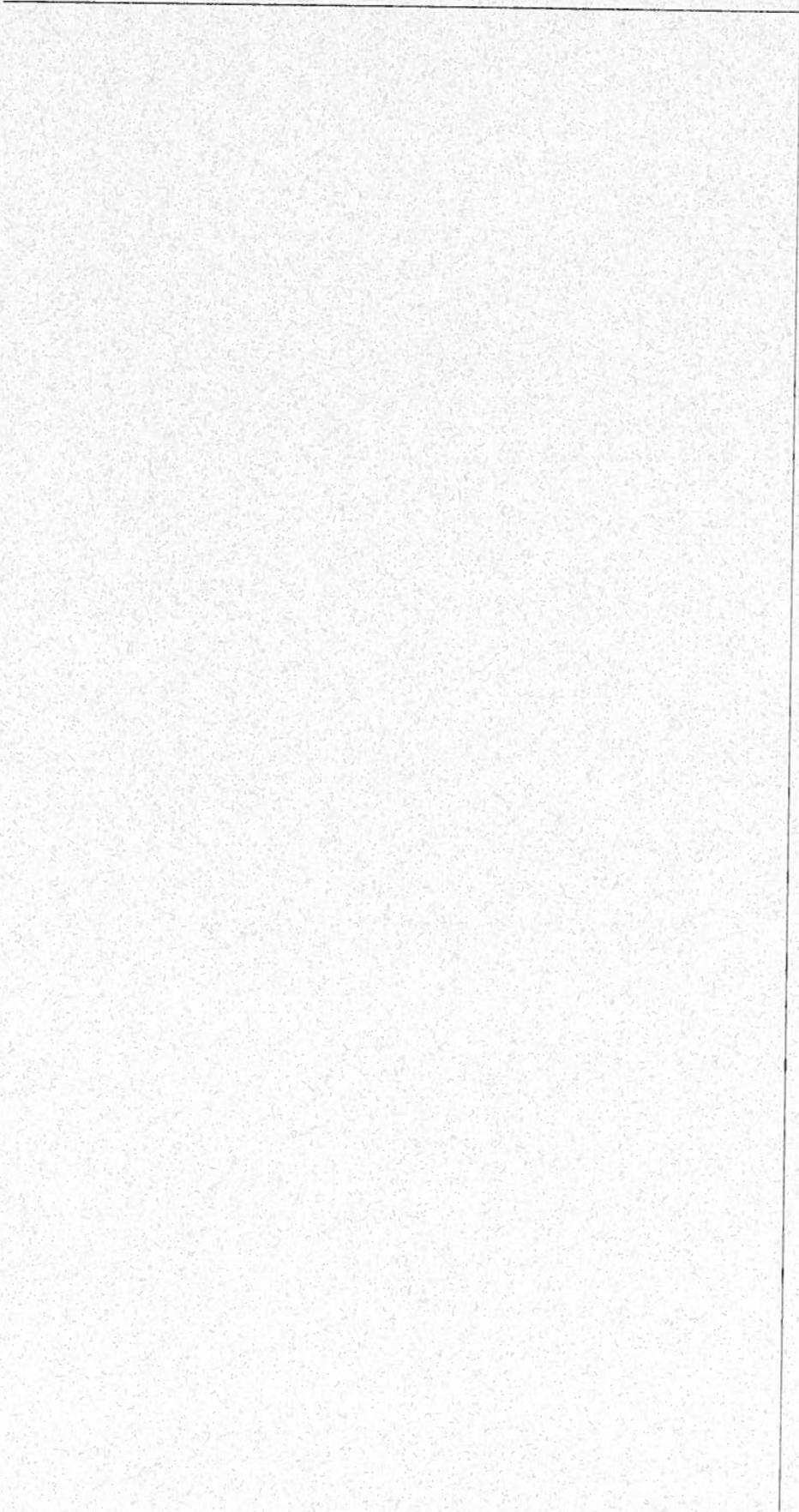
JORDAN, JONES & GOULDING, INC.

Abe Abouhamdan, PE

Enclosure

cc: ✓ Brad Rickard, ACC
Jim Corley, ACC
Murray Griffin - JJG, Atlanta
EPD- Atlanta

CAPACITY ASSURANCE



RETURN TO:
 REMAINING CAPACITY REPORT
 Environmental Protection Division
 Land Protection Branch
 4244 International Parkway, Suite 104
 Atlanta, Georgia 30354

REMAINING MSW CAPACITY REPORT

Permit Holder: The Unified Government of Athens-Clarke County

Address: P.O. Box 1868 Athens, Georgia 30603

Site Name: Clarke County - Athens/Dunlap Road Municipal Solid Waste Landfill

EPD Permit Number: 029-012D(SL)

		CALCULATED	
I. SURVEY DATA			
A. Date of Topographic Survey		<u>June 1, 2000</u>	
B. Remaining MSW Volume (Available Fill Volume Based on Survey)		<u>2,269,127</u>	cy
C. Estimated Percent by Volume of Total Used by Cover Soil		<u>25</u>	%
D. Net Remaining MSW Waste Volume (Line B Reduced by Line C)		<u>1,701,845</u>	cy
II. AMOUNT OF SOLID WASTE DISPOSED			
E. Tons Per Day Received for Disposal		<u>213.2</u>	ton/day
F. Total Operational Days Per Year		<u>306</u>	days
G. Total Estimated Annual Tons Disposed		<u>65,249</u>	tons
III. WASTE PLACEMENT			
H. Estimated Waste Compaction Density		<u>1.000</u>	lbs/cy
I. Estimated Waste Compaction Density		<u>0.50</u>	tons/cy
J. Net MSW Volume Used Per Day (Line E Divided by Line I)		<u>426.4</u>	cy/day
K. Net MSW Volume Used Per Year (Line G Divided by Line I)		<u>130,498</u>	cy/yr
IV. REMAINING SITE LIFE			
L. Remaining Capacity (Line D Divided by Line J)		<u>3,991</u>	days
M. Remaining Capacity (Line D Divided by Line K)		<u>13.04</u>	years
N. Estimated Date of Completion for Facility		<u>July, 2016</u>	
V. ADDITIONAL INFORMATION			

I hereby certify the above determinations were performed under my direct supervision.

Abbas M. Abouhamdan
 Abbas M. Abouhamdan, P.E.
 Registered Professional Engineer
 Georgia Registration No. 23652
7/29/03
 Date

James Corley, Director, ACC Solid Waste
James Corley
 Permit Holder
7-31-03
 Date

ORDINANCES AND
AGREEMENTS



STATE OF GEORGIA

COUNTY OF CLARKE

CONTRACT FOR USE OF LANDFILL

THIS CONTRACT, made and entered into this 5th day of August, 1992 between THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA, a body corporate and politic and a political subdivision of the State of Georgia, hereafter called "Athens-Clarke County", and THE BOARD OF COMMISSIONERS OF OGLETHORPE COUNTY, GEORGIA, a political subdivision of the State of Georgia, hereafter referred to as "Oglethorpe County",

W I T N E S S E T H :

WHEREAS, Athens-Clarke County is the owner of land in Oglethorpe County which is adjacent to the existing Athens-Clarke County Landfill, and

WHEREAS, Oglethorpe County is approaching full capacity at its current landfill, and

WHEREAS, Athens-Clarke County and Oglethorpe County agree to develop the land in Oglethorpe County presently owned by Athens-Clarke County for landfill purposes, as shown on Exhibit "B" and designated as Parcel C of the Potentiometric Map (revised dated 4/3/92) of the EPD approved Site Suitability Study, and

WHEREAS, Oglethorpe County is attempting to obtain approval for its current landfill to be used for inert materials and construction/demolition debris for the joint use of Athens-Clarke County and Oglethorpe County, and

WHEREAS, Athens-Clarke County and Oglethorpe County desire to develop a strategy that addresses the short term, interim and long term landfill, recycling, and all other waste management needs of both counties; and

WHEREAS, both counties realize that the first step in addressing this strategy is to enter into a contract regarding the use of the present Athens-Clarke County Landfill for solid wastes and the possible use of the Oglethorpe County landfill for inert material and construction/demolition debris,

NOW THEREFORE, for and in consideration of the mutual promises and benefits set out below, it is agreed between the parties as follows:

1. TIPPING FEES

a. Athens-Clarke County and Oglethorpe County shall pay the published tipping fee for use of the Athens-Clarke County Landfill as recorded at the Athens-Clarke County Landfill, and as approved by the Athens-Clarke County Commission.

b. Athens-Clarke County and Oglethorpe County shall pay the published tipping fee for use of the Oglethorpe County Landfill for inert wastes and construction/demolition wastes, as recorded at the Oglethorpe County Landfill, and as approved by the Oglethorpe County Board of Commissioners.

c. Fees are to be reviewed annually and, as appropriate, updated. The annual review of fees should consider cost elements similar to those evaluated in the "Landfill Tipping Fee Analysis" attached hereto as "Exhibit A".

d. Athens-Clarke County agrees to defer all fees, with no interest, incurred by Oglethorpe County for a period of six (6) months from the date Oglethorpe County begins to dispose solid wastes in the Athens-Clarke County Landfill. This deferment is based on the recognition that Oglethorpe County shall have significant start-up expenses in connection with this contract. The first payment on this deferred amount shall be due at the end of the twelfth (12th) month after solid waste is placed in land located in Oglethorpe County and owned by Athens-Clarke County or on January 1, 1995, whichever date is later. Payment of this deferment shall be made on a monthly basis, in an amount equal to five percent (5%) of the total deferred fees, until the deferred amount is paid in full.

e. Each party shall be billed at the end of every month with the fees being due and payable by the last day of the following month. If said fees are not received by the Athens-Clarke County Finance Department, or the Oglethorpe County Commission, by the due date, a 10% penalty on any balance due shall be assessed. If all past due amounts are not received within ninety (90) days of the date of billing, the government responsible for the operation of the respective landfill shall not accept any solid wastes or inert and/or construction/demolition wastes for disposal until the amounts are paid in full by the owing party, and/or shall take appropriate action to collect amounts owed.

f. Changes in Tipping Fees shall be reviewed by the Joint Solid Waste Coordinating Committee, as outlined in Section 14 of this document, prior to implementation by either government.

2. HOST FEES

a. The "host county" shall be that County in which the landfill property, currently receiving solid wastes for disposal, is located. The "non-host county" shall be that County which is depositing wastes within the boundaries of the host county.

b. The host county shall receive a one dollar (\$1.00) per ton host fee, from the approved and published tipping fee, on the total waste weight/volume entering the Athens-Clarke County Landfill. The weight/volume totals are to be accumulated monthly with a copy being available to either county upon request. Said host fee shall increase at the rate of five (5) cents for every one (1) dollar, or part thereof, increase in the tipping fee (exclusive of host fee). For the purpose of future calculations, the initial tipping fee for the Athens-Clarke County Landfill is established at \$11.00 per ton. Any host fee charged by Oglethorpe County for the inert and/or construction/demolition landfill shall not exceed, on a percentage basis (host fee divided by tipping fee), that charged at the landfill operated by Athens-Clarke County for municipal solid waste.

c. The host fee for the preceding month shall be due and payable by the last business day of the following month. If said fees are not received by the Athens-Clarke County Finance Department, or the Oglethorpe County Commission, by the due date, a 10% penalty on any balance due shall be assessed. If all past due amounts are not received within ninety (90) days of the date of billing, the government responsible for the operation of the respective landfill shall not accept any solid wastes or inert

and/or construction/demolition wastes for disposal until the amounts are paid in full by the owing party, and/or shall take appropriate action to collect amounts owed.

3. TERM OF CONTRACT

a. This contract shall begin on the date of execution of this contract by both parties and shall remain in effect until such time as the existing Athens-Clarke County Landfill is no longer in operation, unless terminated by the action of either Athens-Clarke County or Oglethorpe County, as specified in Section 16.

b. The non-host county shall give thirty (30) days' written notice to the host county of its intent to begin disposing wastes in their respective landfills.

4. WASTE TRANSPORTATION

Each party shall be responsible for providing its own waste transportation to the Athens-Clarke County Landfill or the Oglethorpe County Landfill.

5. COMPLIANCE WITH ORDINANCES

Both parties agree that they will comply with all present and future Athens-Clarke County Ordinances, policies and regulations regarding the use and operation of the Athens-Clarke County Landfill and all present and future Oglethorpe County Ordinances, policies and regulations regarding the use and operation of the Oglethorpe County Landfill. Both parties shall have prior notification and opportunity for input on any proposed changes or

revisions to these ordinances and/or policies before said changes or revisions are implemented as provided in Section 14. Athens-Clarke County agrees to amend its present Landfill Ordinance to prohibit the disposal of inert wastes (with the exception of yard trimmings) and construction/demolition wastes in the Athens-Clarke County Landfill when the Oglethorpe County Landfill becomes permitted as an inert wastes and construction/demolition wastes landfill.

6. PERMIT REQUIREMENTS

Athens-Clarke County shall be responsible for all regulations regarding the management of the Athens-Clarke County Landfill that are required under any Georgia Department of Natural Resources - Environmental Protection Division (EPD) permit(s). Oglethorpe County shall be responsible for all regulations regarding the management of the Oglethorpe County Landfill that are required under any EPD permit(s).

7. ORIGIN OF WASTE

The host county agrees to accept solid waste generated within the boundaries of the non-host county. Anyone depositing waste in either landfill under this paragraph shall comply with all present and future ordinances, policies and regulations regarding the use and operation of said landfill.

8. RESTRICTIONS ON USE OF BOTH LANDFILLS

Both parties agree to prohibit the placement of solid waste,

inert materials, or construction/demolition debris originating outside the geographical limits of Athens-Clarke County and Oglethorpe County within either of the current landfill areas. Any and all exceptions to this restriction must be approved, in writing, by both the Athens-Clarke County and Oglethorpe County Commissions.

9. USE OF LAND IN OGLETHORPE COUNTY

It is specifically agreed by the parties that expansion of the existing Athens-Clarke County Municipal Solid Waste Landfill shall be limited to the areas designated as Parcels B & C on the Potentiometric Map (revised dated 4/3/91) of the EPD approved Site Suitability Study and attached hereto as Exhibit B.

Should Oglethorpe County decide for any reason to terminate this contract, it agrees that Athens-Clarke County shall be allowed continued use of Parcel C, as more particularly described on the Potentiometric Map referenced above, for landfill purposes without any recourse or interference from Oglethorpe County.

10. DIVISION OF FEES

a. Recycling elements of the tipping fee structure, similar to that element identified as "recycling" in Exhibit A, shall be distributed each month to the respective counties based on their pro-rata share of the monthly usage at the landfill including any such fee element in the tipping fee structure. Each county's percentage, of this element of the tipping fee, during any year will be determined by multiplying the estimated population for the

element of the landfill tipping fee, will be based on the estimated population for the county, for each of the calendar years in which fees were paid, times the annual average per capita tons of solid waste generated by each county's population during that calendar year divided by the total number of tons of solid waste placed in the landfill during that calendar year. The total payment to each county shall be the sum of the yearly contributions of each county plus accrued interest, as calculated using the above defined method, during the life of this contract.

The annual, or most recent, population estimates of the U.S. Bureau of Census (Series P-26) will be used for each year's calculation, unless an alternate method is agreed to by the Joint Solid Waste Coordinating Committee. Further, for the purpose of calculating this fee, the annual average per capita generation of solid waste for Oglethorpe County will be no less than 0.6388 tons (3.5 pounds per capita per day).

c. The future site development element of the landfill tipping fees shall be maintained separately in a manner to be determined by the Joint Solid Waste Coordinating Committee. The division of the account on termination of this agreement shall be governed by this contract.

d. All other elements of the tipping fees, unless jointly agreed at some future time, shall be retained by the operating jurisdiction.

11. RECYCLING AND WASTE REDUCTION

Both parties agree that they will engage in developing

county, for the calendar year prior to the calendar year in which the fees are being paid, times the annual average per capita tons of solid waste generated by each county's population during the previous calendar year divided by the total number of tons of solid waste placed in the landfill during the previous calendar year (see Exhibit "D"). The annual, or most recent, population estimates of the U.S. Bureau of Census (Series P-26) will be used for each year's calculation, unless an alternate method is agreed to by the Joint Solid Waste Coordinating Committee. The recycling fees distribution percentages shall be recalculated each year upon the availability of the above noted census estimates, but by not later than July 1 of each year, and shall remain in effect for the next twelve (12) months or until next calculated. Further, for the purpose of calculating this fee, the annual average per capita generation of solid waste for Oglethorpe County will not be less than 0.6388 tons (3.5 pounds per capita per day).

These fees shall be paid within the month following the month in which the fees are collected.

b. Should either party desire to terminate this contract, the monies collected, from the future site development element of the landfill tipping fees, similar to that defined as "future site development cost" in Exhibit A, will be distributed to the respective counties based on their pro-rata share of the landfill usage during the life of this contract. Upon termination of this contract, as provided for in Section 16, such funds shall be distributed to each county within ninety (90) days of their written request for such funds. Each county's yearly percentage, of this

recycling and waste reduction strategies in their respective counties in order to achieve the solid waste reduction goal outlined in the Georgia Solid Waste Management Act of 1990.

12. CLOSURE

Both parties agree that each party shall be responsible for closure of their respective landfills.

13. POST CLOSURE USE

a. After closure of the portion of the Athens-Clarke County Landfill located in Oglethorpe County, the land will be developed in accordance with a plan that is mutually acceptable to both counties.

b. The utilization and funding for said project shall be negotiated at the time of development of the use plan.

14. JOINT SOLID WASTE COORDINATING COMMITTEE

a. Both parties agree that a Joint Solid Waste Coordinating Committee shall be established consisting of three (3) appointments from each county. This committee shall meet on a regularly scheduled basis as mutually agreed upon by the members, or as called by the Chairman/Chief Elected Officer of either County.

b. The members of the Committee shall elect a Chairman from its members who shall serve for a term of one (1) year. The chairmanship shall alternate yearly between the two counties. The Chairman shall be a voting member of the Committee.

c. The purpose of this Committee shall be to keep each

county informed of any developments on solid waste management at a local, state and national level, to discuss any changes in fees, policies, regulations and ordinances at both landfills, to attempt to resolve any problems or disputes that may arise between the parties, and to develop strategies for the further implementation of the intent of this agreement relative to joint long range solid waste management programs.

15. MEDIATION

Should a dispute arise between the parties that cannot be resolved through the Joint Solid Waste Coordinating Committee or by the governing bodies, both parties agree that as an alternative to a court proceeding, non-binding mediation shall be utilized prior to any lawsuit being filed. This mediation shall be governed according to the rules and regulations promulgated in the Georgia Planning Act of 1989 as a part of the Growth Strategies law, a copy of which is attached hereto as "Exhibit C".

16. TERMINATION OF CONTRACT

a. This contract shall be valid for the duration of the life of the Athens-Clarke County Landfill, or the Oglethorpe County Construction/Demolition Landfill, whichever date is later, unless sooner terminated. Should either party desire for any reason to terminate this contract, that party shall give the other party a minimum thirty-six (36) months' written notice of its intent to terminate.

b. All outstanding debts owed by either party to the other

shall be paid as of the date of termination.

17. CHANGES TO THE CONTRACT

This contract contains the entire understanding between the parties and there shall be no changes to this contract unless agreed to in writing by both governing bodies. This Contract may be renegotiated if there is a substantial change in the status or usability of the Athens-Clarke County Landfill or the Oglethorpe County Landfill.

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

THE UNIFIED GOVERNMENT OF
ATHENS-CLARKE COUNTY, GEORGIA

BY: *David J. Looney*
CHIEF ELECTED OFFICER

ATTEST: *Gregory J. Spaulding*
CLERK OF COMMISSION

OGLETHORPE COUNTY, GEORGIA

BY: *W. A. Bryant*
CHAIRMAN

ATTEST: *Judith M. Paul*
CLERK OF COMMISSION

EXHIBIT D

EXAMPLE FEE CALCULATIONS

PER TON HOST FEE CALCULATION FOR 1994 (EXAMPLE)

Assumptions:

1. Initial Tipping Fee (Exclusive of Host Fee) = \$11.00/ton (See Exhibit A)
2. Projected FY 1994 Tipping Fee (Exclusive of Host Fee) = \$27.50/ton (See Exhibit A)

Host Fee Calculation:

$(\$27.50/\text{ton} - \$11.00/\text{ton}) \times 0.05 + \$1.00/\text{ton} = \$1.83/\text{ton}$

TOTAL TIPPING FEE CALCULATION FOR 1994 (EXAMPLE)

Assumptions:

1. Projected FY 1994 Tipping Fee (Exclusive of Host Fee) = \$27.47/ton (See Exhibit A, actual cost)
2. Projected 1994 Host Fee = \$1.83/ton (See above calculations)

Total Tipping Fee Calculation:

$\$27.47/\text{ton}$ (See assumption #1) + $\$1.83/\text{ton}$ (See host fee calculation) = $\$29.30$. Set Tipping Fee at \$29.50/ton

RECYCLING FEE DISTRIBUTION CALCULATION FOR 1994 (EXAMPLE)

Assumptions:

1. Calculations based on fees etc. shown for 1994 of Exhibit A and solid waste generation rates produce in 1993 and calculated for payment in calendar year 1994.
2. 1993 population estimates for Oglethorpe and Clarke Counties, based on population growth rates of 1.5% per year for each county and the 1990 census populations, are 10,209 and 91,597, respectively.

Solid waste tonnage by county for calendar year 1993:

Oglethorpe County = 3.5 lbs/capita/day = annual average per capita value of 1,278 lbs or 0.6388 tons (estimate of tonnage not available at this time). Use 0.6388 tons/capita/year X 10,209 persons = 6,521 tons per year

EXHIBIT D
(Page 2)

Clarke County = 117,188 tons per year (See FY 93 on Exhibit A for estimate) / 91,597 = annual average per capital value of 2,559 lbs or 1.2794 tons = 7.01 lbs/capita/day

Total calendar year tonnage = 6,521 + 117,188 = 123,709 tons

Projected total annual recycling fees collected:

123,709 tons X \$1.26 per ton = \$155,873.34

Distribution of collected recycling fees:

Oglethorpe County = 10,209 persons X 0.6388 tons per person per year / 123,709 tons per year X 155,873.34 = \$8,217.10

A-C County = 91,597 persons X 1.2795 tons per person per year / 123,709 X \$155,873.34 = \$147,669.94. Due to rounding of numbers, the A-C County share should be \$155,873.34 - \$8,217.10 = \$147,656.24

Through March 03

Sec. 5-2-1. Intent.

(a) It is the intent of Athens-Clarke County to reduce the amount of solid waste generated and disposed by undertaking aggressive source reduction and recycling activities. Athens-Clarke County's policy shall promote the development of environmentally sound practices regarding the collection, and processing of solid waste.

(b) In order to attain these goals and to protect public health and the environment, Athens-Clarke County shall regulate collection of solid waste, within the boundaries of the General Service District (GSD) or county. In carrying out this intent, the goals of this ordinance are:

(1) To reduce the amount of solid waste disposed, as measured on a per capita basis, 25 percent by July 1, 1996, as required under the Comprehensive Solid Waste Management Act of 1990 (O.C.G.A. § 12-9-20 et seq.)

(2) To ensure the safe and sanitary collection, transportation and recovery of solid waste, recyclable and compostable materials.

(3) To provide Athens-Clarke County residents and businesses the opportunity to recycle more materials through convenient on-site, curbside and dropoff station collection programs and through the addition of recyclable materials to the collection program as appropriate.

(4) To establish and enforce solid waste collection standards to ensure uniform, cost effective and high quality service delivery to all residents.

(5) To create fee system components by which collection rates can be established for waste collection which are fair to the public, encourage waste reduction, and promote safe, efficient collection.

(6) To promote community awareness in order to achieve the highest participation possible in the solid waste and collection system and all recycling opportunities

(7) To enhance waste reduction and recycling in the multifamily, commercial, institutional and industrial sectors.

(8) To undertake studies and demonstration projects on developing more efficient, economical and effective methods of waste reduction, recycling and waste collection.

(Ord. of 4-4-95, § 1)

Sec. 5-2-2. Definitions, service categories, customer classification; special customer.

(a) *General terms defined:*

Athens-Clarke means the area within the General Services District Boundary.

Bulky waste shall mean solid waste with weights or volumes which exceed the designated capacity of solid waste storage or collection containers. Such waste includes but is not limited to tree limbs, mattresses, and other large items.

Collect includes storage, transportation or disposal.

Commercial collection means the collection of solid waste from:

- (1) A nonresidential source;
- (2) A multifamily residence of five (5) or more units;

Compensation means and includes:

- (1) Any type of consideration paid for service, including, without limitation, rent, lease payments and any other direct or indirect provision of payment of money, goods, services or benefits by owners, tenants, lessees, occupants or similar persons;
- (2) The exchange of services between persons; and
- (3) The flow of consideration from the person owning or possessing the solid waste or recyclable material to the person providing the service or from the person providing the service to the person owning or possessing the solid waste material.

Construction and demolition waste shall mean a type of solid waste consisting of waste building materials and rubble resulting from construction, remodeling, repair and demolition operations on pavement, houses, commercial buildings and other structures. Construction and demolition debris includes trees, stumps, and brush removed from property during construction, maintenance or repair of structures.

Construction and demolition waste does not include any of the following, which is defined under this ordinance as solid waste even if it results from construction, remodeling, repair and demolition of structures: (a) garbage, (b) furniture and (c) solid waste resulting from a processing technique that renders individual waste components unrecognizable, such as pulverizing or shredding. It also does not include any of the following, which may require special disposal considerations: (a) asbestos waste, (b) drums and containers, (c) fuel tanks, (d) corrugated container board, and (e) appliances.

Cost of service shall mean cost of personnel, services, supplies, other services and charges, maintenance and repair, capital equipment, fringe benefits, supervision, overhead and other costs related to providing service.

Customer shall mean the local person responsible for the serviced location who receives and/or pays for solid waste service from a franchisee.

Director is the director of the solid waste department, or his or her duly authorized representative or agent.

Disposal facility means any facility or location where any treatment, utilization, processing, deposition or disposition of solid waste occurs.

Disposal site means the location where the final deposition or disposition of solid waste occurs.

Dropoff station means an established area approved by Athens-Clarke County where any person may deposit recyclable materials specified by Athens-Clarke County.

Dumpster shall mean a large metal bulk container which has capacity of no less than two (2) nor more than eight (8) cubic yard storage, and is a design approved by the solid waste department.

Fees paid service shall mean the routine service provided for by the solid waste department to customers for a fee determined by the schedule of fees as set forth in article 2 of this chapter.

Food service establishment shall include any establishment used for the preparation, packaging and serving of meals, lunches, short orders, sandwiches, frozen desserts, food samples or other edible products.

Franchise means a solid waste collection franchise awarded by Athens-Clarke County and contractually agreed to between Athens-Clarke County and the franchisee allowing them to engage in activities of a franchise as defined in and governed by this chapter.

Franchisee shall mean any person, persons or entity granted a franchise from Athens-Clarke County who, under agreements for compensation by those receiving services, is engaged in whole or in part in the business of collecting, transporting, delivering, or disposing of solid waste materials, other than industrial waste, within Athens-Clarke County. "Franchisee" includes any employees or other persons authorized to act on behalf of the Franchisee. "Franchisee" has a meaning identical to that of "grantee" as used in the franchise agreement.

Garbage shall mean the same as "solid waste" as defined herein.

Garbage can shall mean a container of a capacity not less than 20 gallons and not to exceed 96 gallons and where solid waste is placed for collection. Such a can shall have two (2) handles upon the sides of the can, or a bail by which it may be lifted and shall have a tightfitting metal, plastic, or rubber top.

Hazardous waste shall mean solid waste that is harmful to human or environmental health. Such waste includes, but is not limited to, solids, semisolids, liquids, and gases that are or may become toxic, caustic, infectious, contagious, flammable, or explosive and other items described as being hazardous in federal, state, or local government codes and regulations, except radioactive waste materials as provided in the Rules of the Department of Human Resources, Chapter 270-5-20, entitled, "Radioactive Materials."

Industrial waste means solid waste generated by manufacturing or industrial processes that is not a hazardous waste regulated under the Hazardous Waste Management Act and regulations promulgated by the Board of Natural Resources, Chapter 391-3-11. Such waste includes, but is not limited to, wastes resulting from the following manufacturing processes: Electric power generation; fertilizer/agricultural chemicals; food and related products/byproducts; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing/foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.

Inert wastes shall mean wastes which will not, or are not likely to, cause production of leachate of environmental concern. Such wastes are limited to earth and earth-like products, concrete, cured asphalt, rock, bricks, yard trimmings, stumps, limbs, and leaves. This definition excludes industrial and demolition wastes not specifically listed herein.

Infectious waste shall mean a solid waste capable of producing an infectious disease. The types of waste designated as infectious are: microbiological waste, pathological waste, blood products, and sharps.

Leaf and limb materials shall mean leaf or limb materials resulting from normal yard maintenance, such as leaves, brush, grass clippings, shrub and tree prunings, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from landscaping development or other garden activities. This term does not include stumps, logs, pallets, agricultural wastes, animal waste, roots, sewage sludge or garbage.

Litter shall mean misplaced or improperly discarded "solid waste" as defined herein.

Person shall mean any individual, partnership, firm, company, corporation, association, joint stock company, representative, agent, or assignee. Regarding customers of the solid waste department, "person" shall mean:

- (1) The occupant of the structure serviced by the solid waste department;
- (2) The local manager in charge of operations within the structure serviced by the solid waste department; or
- (3) The owner of the structure serviced by the solid waste department.

Premises shall mean a parcel of land, including any buildings or structures located thereon, within Athens-Clarke County used for residential, commercial, industrial, agricultural or institutional purposes either separately or in combination to which a separate street address, postal address or box, tax map description, or other similar identification has been assigned or which is in use by a person having control of the area.

Prohibited waste shall mean any waste that cannot be included in the solid waste set out for collection from any premises located within Athens-Clarke County.

Prohibited waste list shall mean a list of banned waste established by the director of solid waste.

Receptacle shall mean any container (dumpster, garbage can, roll cart or bag) approved by the solid waste department for use in the temporary storage, collection and disposal of solid waste.

Recyclable or recovered material shall mean material(s) which have known use, reuse, or recycling potential; can be feasibly used, reused or recycled; and have been diverted or removed from the solid waste stream for sale, use, reuse, or recycling, whether or not requiring subsequent separation and processing.

Recycling means the series of activities including collection, separation, and processing, by which products or other materials are recovered from or otherwise diverted from the solid waste stream (1) for use in the form of raw materials in the manufacture of new products other than fuel and (2) in the case of source separated wood waste which has no material use, for use as fuel. Recycling includes composting of source separated organics but not composting of mixed waste.

Refuse means the same as "solid waste" as defined herein.

Residence means any dwelling unit that is a four-plex or smaller that is occupied by either an owner or tenant.

Resident means any person living in a "residence."

Routine service shall mean the collection, transfer and disposal of refuse from receptacles on a pre-established schedule and route serviced by a franchisee.

Scavenger shall mean any person engaged in the uncontrolled picking, separating or reclaiming of discarded solid waste and/or recyclable materials from the receptacle of another.

Self-haul means the collection and transportation of nonresidential solid waste, at a level not to exceed five (5) tons per month, or residential solid waste, at a level not to exceed one-quarter tons per month, that is generated by tenants, homeowners, manufacturing operations, or other facilities owned by the hauler by the living unit owner or his or her direct employee, doing so without charge or reimbursement for such services.

Service means the collection and transportation of solid waste by persons for compensation.

Servicing shall mean the physical or mechanical act of collateral transferring and loading of solid waste from approved receptacles by a franchisee.

Service provider shall mean a franchisee.

Serviceability shall mean the ability for the franchisee to have access to and service receptacles.

Solid waste means 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 subject to permit under 33 U.S.C. Section 1342; or source, special nuclear, or byproduct material as defined by the federal Atomic Energy Act of 1954, as amended (68 Stat. 923).

Solid waste handling shall mean the physical or mechanical act of storing, collecting, transporting, treating, utilizing, processing, or disposing of solid waste or any combination of such activities.

Source-separated materials shall mean recyclable or leaf and limb materials are substantially separated from other solid waste and kept segregated in some form from solid waste.

Targeted materials list shall mean the list established by the director of solid waste of all recyclable materials that are to be collected by the franchisee.

Tipping fee shall mean the fee to be charged upon delivery of solid waste, recyclable materials or leaf and limb materials to an Athens-Clarke County facility.

Transfer station shall mean a facility used to transfer solid waste from one (1) route collection vehicle to another bulk transfer vehicle or trailer for transportation to a disposal facility or landfill.

Volume-based fee system shall mean a fee system, used by the franchisee to charge customers for services, that meet requirements to encourage waste reduction, reuse, recycling and processing through reduced rates for smaller containers or numbers of containers of solid waste. The components of the fee system shall include a fixed monthly base charge plus a disposal charge based on the number and size of the containers.

(b) *Service categories.* Services provided to residential and commercial customers are defined below:

- (1) *Bag service.* Collection of solid waste contained in a sealed disposable bag.
- (2) *Backyard service.* Collection of solid waste from garbage cans, located adjacent to and at the side or rear of the structure being served. Receptacles shall not be located within the public right-of-way nor at any other locations readily visible from such public right-of-way, other than on scheduled collection days.
- (3) *Curbside service.* Collection of solid waste or recycling materials from garbage cans or recycling containers, respectively, located within 15 feet of the curb.
- (4) *Dead animals services.* Collection of a dead household pet or other small animal which is placed in a plastic bag outside the premises at the property boundary and/or curb, and disposing of same at a landfill.
- (5) *Dumpster service.* Collection of garbage or recycling materials from solid waste department approved dumpsters by a specially designed and compatible top-loading collection vehicle, dumping and returning dumpster to its authorized location.
- (6) *Leaf and limb service.* Collection of bagged leaves and bundled limbs at preannounced times and places.
- (7) *Roll cart service.* Collection of refuse and garbage or recycling materials from approved roll carts located adjacent to the structure or temporarily placed at the curb as specified by the franchisee.
- (8) *Special/unscheduled service.* Nonroutine collection of furniture, moving boxes, auto parts, construction materials or solid waste weighing less than 100 pounds per item by the franchisee at the expense of the owner or occupant of the premises.

(c) *Customer classification defined.* Customers of the franchisee shall be classified as either residential or commercial.

- (1) *Residential customers.* Single-family detached, duplex, and four-plex dwelling structures occupied by either an owner or tenant. All such residential customers within the Urban Service District (USD), as set forth in [section] 7-301(a) of the Charter shall use the Athens-Clarke County Solid Waste Department as their franchisee for the collection and disposal of their garbage.
- (2) *Commercial customers.* Structures that house more than two (2) families or businesses that are otherwise engaged in profit, nonprofit or public service activities. These structures include, but are not limited to, the following:
 - a. *Multifamily structures.* Multifamily structures include fraternity houses, sorority houses, hotels, motels, trailer parks, townhouses, and apartment or condominium complexes with more than two (2) attached family dwelling units.
 - b. *Business structures.* Facilities housing wholesale and retail businesses that provide goods and services not otherwise defined in this chapter.
 - c. *Restaurant structures.* Eating establishments having seating capacity for their customers to consume food on the premises.

d. *Food concession structures or facilities.* Food concession structures or facilities including structures, stands, and carts from which fast food is purchased by individuals for consumption and which do not provide seating for customers.

e. *Industrial structures.* Structures which shelter employees, or clientele who are engaged in the manufacturing or processing of goods and materials.

(d) *Special customers defined.* Residential and commercial customers who request unscheduled services or services other than routine services. The franchisee shall have the right to accept or reject the performance of such unscheduled services and levy fees on a cost of service basis. The franchisee shall determine services and fees for special customers.

(Ord. of 4-4-95, § 1; Ord. of 6-3-97, § 1)

Sec. 5-2-3. Solid waste department.

(a) This department shall be under the direction of the solid waste director. It shall collect, transport, transfer and dispose of garbage and refuse, and other solid waste for the portions of Athens-Clarke County as approved by the mayor and commission. It is also responsible for providing and/or coordinating community wide solid waste reduction efforts and for managing the operations of the Athens-Clarke County landfill.

(b) The solid waste department shall be responsible for administration of all franchises for the collection of solid waste and recyclable materials within the boundaries of Athens-Clarke County.

(Ord. of 4-4-95, § 1; Ord. of 7-2-96, § 1; Ord. of 7-6-99, § 1)

Sec. 5-2-4. Director of solid waste department; duties, responsibilities.

- (a) The director of the solid waste department shall be appointed by the manager.
- (b) The solid waste director shall have the authority to assign departmental employees the responsibility to make routine inspections of solid waste receptacles; compacting equipment used in conjunction with any such receptacle; service and/or operational standards; and other solid waste department inspection responsibilities.
- (c) The solid waste director shall be responsible for the administration of the provisions of this chapter, other ordinances, and other policies and regulations dealing with health, sanitation, and litter. All regulations, policies and operating procedures of the solid waste department shall be subject to review and approval by the manager.
- (d) The director of the solid waste department is hereby authorized and directed to review and approve all plans and specifications for the installation of compactor units. Such compactors shall be approved by the director of solid waste prior to the installation being made. All compactor shredders and compactor receptacles shall be installed on concrete pads of a type and design acceptable to the director of solid waste. All such installations shall comply with the requirements of the building codes, the fire prevention codes, and other safety laws and ordinances of Athens-Clarke County. The director of solid waste is further authorized to adopt additional regulations as may be necessary and reasonable as to his or her judgment that will carry out the requirements and/or intent of this chapter. The director of the solid waste department is authorized to approve a different size of loadable receptacles as specified in this chapter. The director is also authorized to make this determination with reference to receptacles not covered under this chapter.

(Ord. of 4-4-95, § 1)

Sec. 5-2-5. Residential collection--Urban Service District.

(a) There is hereby levied and assessed a monthly fee for all residential customers receiving backyard pick up of solid waste and curbside pick up of recycling materials within the confines of the urban service district as defined in section 7-301(a) of the Charter of the Unified Government of Athens-Clarke County. Customers shall pay according to the size and number of solid waste containers as follows:

1 20-gallon container . . . \$ 13.00

1 32-gallon container . . . 14.00

2 32-gallon containers . . . 17.00

3 32-gallon containers . . . 23.00

4 32-gallon containers . . . 31.00

5 32-gallon containers . . . 43.00

(b) During the first three months of this program, all residents shall be required to subscribe to the basic level of service (two 32-gallon containers). After the three-month period, customers shall be allowed to change their level of service as needed.

(c) Customers with occasional extra bags of garbage shall be required to purchase a special sticker from the solid waste department to place on their bagged garbage. The fee per sticker shall be \$2.00.

(d) Customers may change their level of service without charge one time during each calendar year; thereafter, any customers who desire to change said level of service shall be required to pay a fee of \$10.00 per change.

(e) Customers requiring "dead animal" services defined in section 5-2-2 (b)(4) herein shall be required to purchase a sticker in the amount of \$2.00 to place on the bag to be disposed of.

(f) Customers who have small appliances or empty corrugated cardboard boxes weighing no more than 40 pounds and no larger than three feet tall by three feet wide may request a special pickup by the solid waste department. Customers shall be required to purchase a sticker in the amount of \$2.00 to place on each item to be disposed of.

(g) New customer accounts established after September 1, 1995, shall be assessed a security deposit equal to one month's service plus a nonrefundable service fee of \$10.00 to "turn on" the service. The security deposit shall be applied to the customer's last bill.

(Ord. of 4-4-95, § 1; Ord. of 7-5-95, § 1; Ord. of 6-3-97, § 1; Ord. of 6-12-2001, § 1)

Sec. 5-2-6. Service billing--Residential; penalty discontinuance of service.

(a) Fees paid for routine services provided to residential customers by the solid waste department shall be billed on a monthly basis on a customer's water bill. If it is determined that a proprietor, tenant or owner of a structure does not receive a water bill, then solid waste fees shall be billed separately by the water business office. In the event unscheduled services are requested, charges for those services shall be applied to the next monthly bill or by separate billing. The administration and collection of garbage fees on water bills shall be coordinated between the solid waste department and other appropriate departments.

(b) Any customer who fails to make payment of the charges by the due date as determined by the water business office shall pay, in addition to the amount of the charge, a penalty of ten percent of the amount of said charge. Said penalty shall also be applied to all prior unpaid accounts and on any prior penalties resulting therefrom.

(Ord. of 4-4-95, § 1)

Sec. 5-2-7. Leaf and limb service--General Service District.

(a) *Leaf and limb service--Collection of brush, leaves and limbs generally.* The solid waste department shall provide this service throughout Athens-Clarke County. Residential customers are the primary recipients of this service; however, commercial customers may receive this service on a cost-of-service basis.

(b) *Frequency of service--Amount collectible.* The solid waste department shall not collect more than one load at any one location per predetermined cycle unless collected as an unscheduled service. A "load" is defined as one three-quarter-ton pickup truck or six cubic yards. Collection shall be once every 60 days.

(c) *Placement and preparation of items generally.* Brush and limbs shall be placed between curb and sidewalk. Where there is no sidewalk, limbs may be placed on the owner's property near the street. Limbs shall not be over six feet in length or four inches in diameter and shall be completely trimmed. Limbs shall be stacked no closer than 50 feet from an intersection and shall be in a manner not to obstruct the view of traffic. All limbs and leaves shall be separated with limbs placed in one direction, that is, with all cut ends together. Leaves and grass shall be placed in paper lawn bags or other approved biodegradable containers and placed between curb and sidewalk. Alternate containers must be approved by the director of the solid waste department. Where there is no sidewalk, bags shall be placed on the owner's property near the street. Shrubbery clippings, vines, briars and other running plants must be separated from all other leaf and limbs placed near the street for collection. Dirt, rocks, grass roots and other plant roots containing soil shall not be collected by Athens-Clarke County.

Leaves, limbs, grass or other trimmings shall be placed in an orderly manner so as not to obstruct the free and normal flow of any drainage system or the safe vision or movement of any pedestrian or vehicular traffic. Such debris shall not be placed in the gutter of any roadway at any time.

It shall be unlawful for any person to place or dispose of any leaves, limbs, grass or other trimmings within the public rights-of-way throughout Athens-Clarke County at any time except as provided in this section.

(d) *Placement of items by persons other than property owner.* Limbs cut and placed near the street for collection by any person other than the owner of the property shall not be collected or hauled by Athens-Clarke County. Individuals or companies under contract to collect leaves and limbs shall haul and dispose of all such refuse. This requirement also applies to utility or railroad companies which trim vegetation away from their wires, equipment or tracks to maintain their right-of-way over public and private land.

(e) *Items placed on vacant lots.* Leaves or limbs put on vacant lots by property owners or violators shall not be collected.

(f) *Entry on property by Athens-Clarke County vehicles and employees.* Except as otherwise provided, Athens-Clarke County owned vehicles shall not enter upon private property to collect limbs or other solid waste, and employees are hereby prohibited from entering upon private property to collect limbs which are placed more than five feet behind the sidewalk or property line, whichever is the farthest from the centerline of the street.

(g) *Length of time materials may remain at the curb.* Such debris as leaves, limbs or other trimmings shall not be placed within a public right-of-way more than ten calendar days prior to the Monday of the week scheduled for the collection and removal of such debris by Athens-Clarke County or a private or commercial collector.

(Ord. of 4-4-95, § 1; Ord. of 2-3-98, § 1; Ord. of 8-3-99, § 1; Ord. of 2-4-2003, § 1)

Sec. 5-2-8. Unscheduled collection.

(a) The minimum charge under section 5-2-6 shall be \$35.00 per three-quarter-ton load for all customers requesting additional solid waste collection services by the solid waste department within the confines of the urban service district as defined by section 7-301(a) of the Charter of the Unified Government of Athens-Clarke County, Georgia.

(b) The director of solid waste shall charge a customer for collection and disposal expenses associated with the removal of waste which does not comply with the solid waste ordinance or approved policies and procedures and shall charge a minimum of \$35.00 per three-quarter-ton load or part thereof for such collection and disposal expenses within the confines of the urban service district as defined by section 7-301(a) of the Charter of the Unified Government of Athens-Clarke County, Georgia.

(Ord. of 4-4-95, § 1; Ord. of 7-1-97, § 1)

Sec. 5-2-9. Commercial dumpster service fee.

(a) The monthly base rate schedule for weekly commercial solid waste dumpster service from loadable containers owned by Athens-Clarke County for all customers receiving commercial solid waste collection services, within the confines of the Urban Service District as defined by section 7-301 (a) of the Charter of the Unified Government of Athens-Clarke County, Georgia, shall be as follows:

TABLE INSET:

	2 yds	4 yds	6 yds	8 yds
1 per week	\$64.00	\$78.00	\$95.00	\$112.00
2 per week	114.00	143.00	173.00	203.00
3 per week	165.00	207.00	251.00	295.00
4 per week	215.00	271.00	329.00	386.00
5 per week	266.00	335.00	407.00	478.00
6 per week	317.00	400.00	484.00	569.00

(b) The monthly base rate schedule for weekly commercial solid waste dumpster service from loadable containers owned by the customer for all customers receiving commercial solid waste collection services, within the confines of the Urban Service District as defined by section 7-301 (a) of the Charter of the Unified Government of Athens-Clarke County, Georgia, shall be as follows:

TABLE INSET:

	2 yds	4 yds	6 yds	8 yds
1 per week	\$51.00	\$64.00	\$78.00	\$92.00
2 per week	101.00	129.00	156.00	183.00
3 per week	152.00	193.00	234.00	275.00
4 per week	202.00	257.00	312.00	366.00
5 per week	253.00	321.00	390.00	458.00
6 per week	304.00	386.00	467.00	549.00

(c) Effective September 1, 1995, new commercial solid waste customers shall not be allowed to provide their own loadable containers for collection services, and effective July 1, 1998, existing commercial solid waste customers shall not be allowed to provide their own dumpsters for collection services within the confines of the Urban Service District as defined by section 7-301 (a) of the Charter of the Unified Government of Athens-Clarke County, Georgia.

(d) The monthly base rate schedule for weekly commercial recycling dumpster service from loadable containers owned by Athens-Clarke County for all customers receiving commercial solid waste collection services, within the confines of the Urban Service District as defined by section 7-301 (a) of the Charter of the Unified Government of Athens-Clarke County, Georgia, shall be as follows:

TABLE INSET:

	2 yds	4 yds	6 yds	8 yds
1 per week	\$49.00	\$50.00	\$53.00	\$56.00
2 per week	85.00	86.00	89.00	92.00
3 per week	121.00	122.00	125.00	128.00
4 per week	157.00	158.00	161.00	164.00
5 per week	192.00	193.00	196.00	199.00
6 per week	228.00	229.00	232.00	235.00

(e) There shall be a charge of \$15.00 per dumpster for blocked dumpsters or switching out dumpsters.

(f) Customers requesting an extra pickup shall pay the following fees for each additional dumpster tip requested:

TABLE INSET:

2 yard	\$11.68
4 yard	14.83
6 yard	17.98
8 yard	21.13

(g) Any customer requesting a change in service level or collection schedule over and above the one (1) "free" change allowed to each customer during a calendar year, shall be assessed a fee of \$10.00 per change.

(h) If a customer currently serviced within the confines of the urban service district as defined by section 7-301(a) of the Charter of the Unified Government of Athens-Clarke County, Georgia, has other area offices within the boundaries of Athens-Clarke County, then the solid waste director shall have the authority to provide a bid to deliver the requested services to all of the customer's area offices.

(i) Commercial dumpster customers shall sign either a one-, two- or three-year service contract with Athens-Clarke County for collection services.

(Ord. of 4-4-95, § 1; Ord. of 7-5-95, § 2)

Sec. 5-2-10. Sale of loadable containers.

(a) Effective September 1, 1995, Athens-Clarke County shall no longer provide for the sale of loadable containers to customers receiving commercial collection services, within the confines of the Urban Service District as defined by section 7-301(a) of the Charter of the Unified Government of Athens-Clarke County, Georgia.

(b) There shall be a charge of \$15.00 per location for the relocation of dumpsters not owned or serviced by Athens-Clarke County.

(c) A minimum of \$20.00 shall be charged for steam cleaning and disinfecting dumpsters not owned by Athens-Clarke County.

(Ord. of 4-4-95, § 1; Ord. of 7-5-95, § 3)

Sec. 5-2-11. Commercial curbside collection fees.

(a) The monthly base fees for commercial curbside collection services for all customers receiving commercial solid waste collection services, within the confines of the Urban Service District as defined by section 7-301(a) of the Charter of the Unified Government of Athens-Clarke County, Georgia, shall be as follows:

TABLE INSET:

Class A	\$ 20.00
Class 1A	57.15
Class 1B	67.00
Class 2A	116.30
Class 2B	124.20
Class 2C	134.00
Class 3A	164.00
Class 3B	172.45
Class 3C	181.30
Class D	30.00

In addition, customers shall be required to purchase from the solid waste department, an official garbage bag in which to place their garbage for collection. The fee per bag shall be \$1.00 to cover the cost of purchasing the bag and the cost of disposing of the waste in said bag at the landfill.

The fee system includes a monthly base fee for the collection function and a disposal fee based upon the volume of waste collected. The base fee element of the system shall be based on the following customer classes:

Class A--Customers that have a need for solid waste collection service two times/week, Monday through Saturday. This service classification shall not be made available to restaurants or bars.

Class 1A--Customers that have a need for solid waste collection service one time/day, Monday through Saturday.

Class 1B--Customers that have a need for solid waste collection services defined in Class 1A plus one collection on Sunday.

Class 2A--Customers that have a need for solid waste collection services two times/day, Monday through Saturday.

Class 2B--Customers that have a need for solid waste collection services defined in Class 2A plus one collection on Sunday.

Class 2C--Customers that have a need for solid waste collection services defined in Class 2A plus two collections on Sunday. Restaurants serving lunch and dinner must subscribe to the Class 2C customer class.

Class 3A--Customers that have a need for solid waste collection services at three times/day, Monday through Saturday.

Class 3B--Customers that have a need for solid waste collection services defined in Class 3A plus one collection on Sunday.

Class 3C--Customers that have a need for solid waste collection services defined in Class 3A plus two collections on Sunday.

Class 4--Customers that have collection services provided by dumpster service. Such fees for this type service shall be based on the volume of the dumpster and the frequency of collection as set forth in section 5-2-9.

Class D--Residential customers, defined as either owners or tenants occupying a dwelling unit, excluding multifamily residences of 30 or more units, unless approved by the solid waste director, that have a need for solid waste collection service two times/week, Monday through Saturday.

(b) Customers shall be charged \$1.00 per five-gallon container of cooking oil collected.

(c) There shall be a minimum charge of \$35.00 per three-quarter-ton pickup truck load of materials collected by request of the customer as an unscheduled or special service, as herein defined.

The director of solid waste shall charge a customer for collection and disposal expenses associated with the removal of waste which does not comply with the solid waste ordinance or approved policies and procedures and shall charge a minimum of \$35.00 per three-quarter-ton load or part thereof for such collection and disposal expenses.

(d) *Recycling services.* Recycling services shall be exempt from additional charges only if the customer properly registers for the service through the solid waste department. Customers who need unscheduled or special services who are not properly registered with the solid waste department shall be charged as set forth in section 5-2-11(c).

(e) Any customer requesting a change in service level or collection schedule over and above the one "free" change allowed to each customer during a calendar year, shall be assessed a fee of \$10.00 per change.

(f) Class D customers shall not be required to purchase official garbage bags for their solid waste; however, they shall be required to place their solid waste in the official garbage bags which shall be made available to them by the Athens-Clarke County Solid Waste Department in accordance with established policies and procedures.

(Ord. of 4-4-95, § 1; Ord. of 7-5-95, § 4; Ord. of 6-3-97, §§ 1-4; Ord. of 7-1-97, § 1; Ord. of 7-3-97, § 2; Ord. of 8-3-99, § 2; Ord. of 7-2-2002, §§ 1, 2)

Sec. 5-2-12. Service billing--Commercial.

Fees paid for routine services provided to commercial customers by the solid waste department shall be billed on a monthly basis on the customer's water bill. If it is determined that a proprietor, tenant or owner of a structure does not receive a water bill, then it shall be billed separately by the water business office. In the event unscheduled services are requested, charges for those services shall be applied to the next monthly bill or by separate billing. The administration and collection of garbage fees on water bills shall be coordinated between the solid waste department and other appropriate departments.

(a) *Payment for services.* Payment for services shall be as follows:

(1) Those food service establishments using bags to dispose of solid waste shall be assessed fees as set forth in section 5-2-11.

(2) Hotels, professional buildings, bank buildings, apartments, condominiums, and other multiple tenant structures in the downtown business district that offer garbage services or janitorial services as part of their lease, rental or association agreement shall be assessed a monthly fee in accordance with section 5-2-11. The fee shall be prepaid by the individual or entity who is responsible for the structure's water bill. Multiple unit structures that are not managed or maintained by a central agency will be individually assessed the minimum monthly fee per unit as set forth in section 5-2-11. A multiple tenant structure which is serviced by an Athens-Clarke County dumpster shall be assessed fees in accordance with section 5-2-9 or 5-2-10, whichever is applicable.

(3) Other businesses that use approved bags as their primary means of disposing of refuse shall be billed as set forth in section 5-2-11.

(b) *Penalty; discontinuance of service for nonpayment; liens.* Any customer who fails to make payment of the charges by the due date as determined by the water business office shall pay, in addition to the amount of the charge, a penalty of 10 percent of the amount of said charge. Said penalty shall also be applied to all prior unpaid accounts and on any prior penalties resulting therefrom.

(Ord. of 4-4-95, § 1)

Sec. 5-2-13. Collection personnel.

The following provisions apply to garbage and refuse collection personnel employed by the solid waste department:

- (a) Collectors shall not be permitted to enter any residence or commercial establishment in the performance of their duties even at the request of the customer.
- (b) Collectors shall not accept, money or other things of value in exchange for the performance of extra services.

(Ord. of 4-4-95, § 1)

Sec. 5-2-14. Customer service provisions generally--Commercial and residential customers.

All persons receiving solid waste collection services and those providing self-service shall comply with the following provisions:

(a) *Location of receptacles.* At the time of scheduled collection, receptacles shall be located no more than 150 feet from the curb or road edge with a hard surface leading to them, unless the franchisee contractually agrees to a different distance. Other than on scheduled collection days, receptacles shall not be located within the public right-of-way nor at any other locations readily visible from such public right-of-way.

All items placed within the public right-of-way by any person must be contained in an approved receptacle unless otherwise authorized by law and/or service standards approved by the solid waste director.

(1) *Access to receptacles.* Receptacles shall be placed in a location where they are accessible to collectors. Receptacles blocked by vehicles or located too close to private property whereby damage could result may not be serviced.

(2) *Below ground receptacles.* Collection from below ground receptacles is prohibited.

(3) *Reasons to deny routine service.* In the event services are denied, the service provider will post a notice on or near refuse receptacles. Services may be denied for reasons including, but not limited to, the following:

- a. Gates are locked;
- b. Gates are wired or tied shut;
- c. One or more dogs are loose in the yard or tied too close to the receptacle;
- d. Receptacles are filled with liquid;
- e. Receptacles have sharp edges, broken handles or should otherwise be replaced; or
- f. Receptacles contain prohibited items.
- g. Customers in violation of parts of this chapter or other ordinances, operating policies or regulations.

(b) *Prohibited items.* Certain items, by their nature, prohibit disposal or collection by ordinary or routine means due to their size, weight, volume, bulk, putrescibility, injurious or hazardous characteristics. The following is a nonexclusive list of the type of items that shall not be collected by the service provider as part of its routine service. Placement of these items or similar items in receptacles serviced by the provider is prohibited:

- (1) Household or industrial appliances and furniture;
- (2) Carpets or carpet scraps;
- (3) Tires;
- (4) Wooden crates or cardboard boxes that have not been collapsed or flattened;
- (5) Logs or limbs;
- (6) Bed springs;
- (7) Rock, dirt, concrete blocks or other construction and demolition waste;
- (8) Liquids of any type not in a sealed container;
- (9) Wet garbage not in a waterproof bag;
- (10) Household solid waste not in an approved bag;

- (11) Vehicle batteries;
 - (12) Toxic, caustic, infectious, contagious, explosive or otherwise hazardous waste:
 - a. The service provider shall not collect nor handle toxic, contagious, explosive or otherwise hazardous waste for disposal. Such waste shall be disposed of in accordance with federal, state and local laws and procedures.
 - b. It shall be a violation of this chapter for any person to dispose of toxic, caustic, contagious, explosive or otherwise hazardous waste in receptacles of any type without the knowledge and approval of collection service.
 - (13) Leaf and limb materials as defined in this chapter.
 - a. It shall be unlawful for any person to place or mix leaf and limb materials with solid waste within Athens-Clarke County.
- (c) *Maintenance of receptacle and area surrounding.* Owners, occupants, agents and, when appropriate, service providers are responsible for keeping receptacles in a serviceable condition, reasonably clean and free of decaying matter, and placed in such a manner as to not interfere with the routine utilization of the right-of-way. The solid waste director at his discretion may designate locations for, or deny the placement of, receptacles to better facilitate the use of public rights-of-way. The area surrounding receptacles shall be free and clear of accumulations of refuse. Where two (2) or more occupants, owners or agents share the same receptacle, it shall be the joint responsibility of all of the users to maintain the area surrounding the receptacle. Maintenance of receptacles shall be the responsibility of the owner of the receptacle.
- (d) *Removal of tenant property.* Owners or agents of the owner shall be responsible for items removed from real properties rented or leased to others and placed in residential yards, rights-of-way, or adjacent commercial structures. Fees levied for the removal of such items shall be the responsibility of the owner or authorized agent.
- (e) *Dead animals.* The property owner may elect to have the franchisee collect a dead house pet or other small animals. In such case, the dead house pet or other small animals shall be put into a plastic bag by the customer, placed at the curb, and shall be collected by the franchisee. Such service shall be on an on-call basis during regular operating hours, considered a special service, and may be subject to additional fees.
- (f) *Disposal of vehicle parts or junked vehicles.* The franchisee reserves the right to deny pickup and disposal of vehicle parts or junked vehicles.
- (g) *Unauthorized disposal.* Placement of commercial or residential solid waste, recyclable materials, leaves, limbs, or other materials by any person in the receptacle of another is prohibited without the express permission of the owner or other person in lawful possession of said property. This provision includes, but is not limited to, the unauthorized disposal of commercial or residential materials as noted above in public waste or recycling cans or dumpsters.
- (h) *Unscheduled service.* Items (1), (2), and (4) through (6) of subsection (b) above and leaf and limb materials, as defined in this chapter, may be disposed of by calling the franchisee and making an appointment to have said materials removed at the customer's expense on a cost-of-service basis. This service shall classify the requester as a special customer, and permits the franchisee the right to accept or refuse service. Items to be collected shall be placed next to the customer's refuse receptacle or another location that meets with the approval of the franchisee and the director.
- (i) *Separating targeted materials from solid waste.* The owner of each residential, commercial, institutional and industrial property within Athens-Clarke County electing to participate in recycling activities shall be responsible for keeping targeted materials separate from solid waste generated on their premises and properly preparing them for recycling.
- (j) *Unlawful dumping.* No person shall deposit or cause to be deposited, nor sort, scatter, throw, drop or leave any solid waste, hazardous waste, banned materials, construction or demolition debris, leaf and limb materials or recyclable material, as herein defined, upon or into any street, right-of-way, alley, or other public or private property within Athens-Clarke County.
- (k) *Accumulation of refuse.* No owner or occupant of any establishment shall permit the accumulation of solid waste upon any premises for a period in excess of 15 days.

(l) *Composting and recycling.* Leaf and limb materials may be accumulated indefinitely for composting or other processing purposes in a manner that will not harbor rodents or become a public nuisance. Source-separated recyclable material may be accumulated indefinitely in a manner that will not become a public nuisance for the purpose of and in a form acceptable for transport and delivery to a recycling facility.

(m) *Preparation of materials.* Franchisee may require that solid waste be contained in receptacles.

(n) Any property owner who has had three or more illegal dumping violations on the property by a third party within a five-year period must post "No Dumping" signs provided by the Athens-Clarke County Solid Waste Department on the affected property at each point of vehicular access to the property. Said signs must comply with the sign ordinance and must be placed on the property so that the signs are clearly visible to the public from the points of access.

(Ord. of 4-4-95, § 1; Ord. of 10-1-96, §§ 1, 2; Ord. of 10-2-2001, § 1)

Sec. 5-2-15. Same--Residential customers.

(a) *Owner responsibility.* Owners of owner-occupied dwellings and owners and tenants of tenant-occupied single-family, duplex, and four-plex dwelling units are responsible for compliance with the provisions set forth for all customers and those set forth below. Owners shall ensure their tenants are informed of tenant responsibilities regarding the temporary storage of solid waste, maintenance of receptacles and areas surrounding receptacles, scheduled routine services, and reasons for noncollection.

(b) *Residential backyard service.* Residential customers who receive backyard garbage service from the solid waste department shall provide approved garbage cans, roll-carts or bags as defined in this chapter. A number of receptacles adequate to hold refuse normally accumulating between scheduled collection shall be provided on each premise by either the customer, or the franchisee, for collection by the franchisee. All containers for residential service shall be located in one (1) place for each dwelling unit.

(c) *Residential curbside service.* Residential customers who receive curbside garbage service shall be either provided with approved garbage cans, roll-carts or bags by their franchisee or shall provide themselves with approved garbage cans, roll-carts or bags as defined in this chapter. A number of receptacles adequate to hold refuse normally accumulating between scheduled collection shall be provided on each premises by either the customer, or the franchisee, for collection by the franchisee. All containers for residential service shall be located in one (1) place for each dwelling unit.

(Ord. of 4-4-95, § 1)

Sec. 5-2-16. Same--Commercial customers generally.

Persons responsible for compliance with this chapter shall be the local manager in charge of the operation of the enterprise or the local manager in charge of the multifamily dwelling at the customer's location and, when appropriate, the manager of the service provider. In addition to restrictions and requirements otherwise applicable to all customers, the following provisions shall apply:

(a) *Services.* Services shall be determined by the following factors: Type of waste, volume of waste, location, type of commercial enterprise, accessibility of receptacles, environmental impact of receptacles, topography, and efficiency. The franchisee shall provide information regarding the types of services available or required for the customer's location based upon requirements outlined in this chapter.

(1) *Dumpster service.* Commercial customers who utilize dumpster service shall comply with the following requirements for dumpster sites and dumpster enclosures.

a. *Dumpster screening.* All dumpsters must be screened from view of the public right-of-way. Screening walls may be used to conceal the containers and assist in controlling any loose debris which surrounds the dumpsters.

b. *Dumpster sites.* Each solid waste dumpster shall be placed on a raised concrete pad; minimum size 8' x 12'. The pad shall be at least six (6) inches thick. Concrete shall be 3,000 psi test strength. There must be a minimum three-foot clearance between the container and the screening wall. There shall be a clear and level loading area (nine (9) feet wide and 25 feet long) with an approximately 50-foot turning radius in front of each container for the use of the servicing vehicle. There shall be a minimum of 25 feet of vertical clearance above the dumpster pad.

c. *Dumpster enclosure.* If gates are installed, they must be opened by the customer on scheduled pickup days.

d. *Prohibited areas.* A dumpster shall not be located within ten (10) feet of a public right-of-way.

e. *Dumpster permit.* Commercial establishments must apply for a permit for dumpster placement that meets all of the requirements of this chapter from the Athens-Clarke County Solid Waste Department and must provide the franchised hauler with a copy of the signed permit from the Athens-Clarke County Solid Waste Department prior to dumpster placement.

(2) *Receptacle service.* Receptacle services may be provided to customers who are not, or cannot be, serviced by a dumpster. This restriction includes, but is not limited to, multifamily dwellings where dumpster servicing vehicles cannot safely operate.

a. *Approved locations for receptacles.* Receptacles shall not remain at curbside or roadside for any purpose other than scheduled pickup. At times other than scheduled collection times, receptacles shall be located in storage areas designated by the franchisee and approved by the director. Storage areas of receptacles for new or rebuilt structures shall be designated by the franchisee and approved by the director. A new or rebuilt structure shall not be approved for occupancy or business operation until adequate measures have been taken to accommodate refuse storage and collection as set forth in section 5-2-53.

b. *Collection service.* Customers receiving receptacles service, who desire service on scheduled collection days, shall position their container(s) at the curb or edge of the roadway on scheduled collection days, and remove them after collection. Receptacle removal shall be within eight (8) hours for those customers receiving daily service, and 12 hours for all other customers. Commercial customers may be exempted from moving their receptacles, with the approval of the solid waste director, for the following reasons:

1. The solid waste director determines that the receptacles can be more efficiently serviced if they remain within a designated area.

2. All individuals residing in a particular dwelling unit of a multifamily structure having the demonstrable inability, due to age or physical handicap, to move the receptacle to the roadway or street.

(3) *Bag service--Downtown Tax/Central Business District.* Those commercial and residential customers who cannot receive other garbage pickup or disposal service due to their location, availability of space for receptacles, or other reasons of serviceability may, with the permission of the solid waste director, deposit their refuse in approved bags for collection by the franchisee authorized by the mayor and commission to provide such service in the Downtown Tax District. Bags shall be securely tied or wired closed and not weigh more than 40 pounds. Scheduled collection of refuse from the curb shall occur on a predetermined schedule set forth in established policies and procedures. Authorized receptacles shall not accumulate, block parking meters, or otherwise clutter walkways during other than collection periods. Each business shall designate an area, approved by the solid waste department, for the storage of any authorized receptacles prior to collection in accordance with this chapter and established policies and procedures.

a. For the purpose of this chapter, the downtown business district shall be defined as that area in Athens-Clarke County, Georgia, described as follows: Beginning at the intersection of Dougherty Street and Pulaski Street; running thence east on Dougherty Street to Thomas Street; running thence south on Thomas Street to Strong Street; running thence east on Strong Street to Foundry Street; running thence south on Foundry Street to Oconee Street; running thence northwest on Oconee Street to South Thomas Street; running thence South on South Thomas Street to Fulton Street; running thence west on Fulton Street to South Jackson Street; running thence north on South Jackson Street to East Broad Street; running thence west on East Broad Street to Pulaski Street; running thence north on Pulaski Street to the intersection of Pulaski Street and Dougherty Street, the beginning point.

(b) *Specific commercial customers:*

(1) *Food service establishments:*

a. Restaurants or food concession businesses shall have collection by the authorized franchisee a minimum of three (3) times per week, and such businesses shall store all wet garbage and food in authorized waterproof bags for collection. Failure to provide waterproof bags shall permit the franchisee to discontinue service after written notice to such establishment, and where applicable, copy the director of the solid waste department.

b. Used cooking grease, oil and other liquids, semiliquids and solids of this nature shall be disposed of through private contract, self-disposal or through special collection by the franchisee on a cost-of-service basis. No person shall dispose of wastes of this nature in the sewer system of Athens-Clarke County. Such wastes, if collected by the franchisee, shall be properly sealed by the customer in approved five-gallon disposable containers. Customers who dispose of such wastes themselves or through private contract shall take similar or other appropriate preventive actions to ensure such wastes do not spill on Athens-Clarke County sidewalks, streets or roadways while being transferred to a collection vehicle or while being transported to an appropriate disposal facility.

Customers or other persons responsible for local management of the food service establishment shall not allow waste residue from transfer containers to accumulate on walkways or streets where they may endanger the safety of pedestrian or vehicle traffic. No grease-holding containers shall be placed on the public right-of-way at any time.

c. All food service establishments shall:

1. Place all garbage in approved disposable containers, securely closed, before placing garbage in the authorized receptacles or in a predesignated area approved by the franchisee and the solid waste director as set forth in established policies and procedures.
2. Not use bags as a final means of storing garbage except where there is scheduled daily pickup and except where used with volume reducing equipment. Such container shall be watertight, securely closed, and shall not exceed 40 pounds when filled.
3. Dispose of wastes that result from cleaning solid waste receptacles into a sanitary or combination sewer or provide such other alternatives, as approved by the Clarke County Health Department that are capable of maintaining a sanitary condition.

(2) *Hospital, clinics or undertakers' shops.* It shall be unlawful for any person to dispose of soiled lint, cotton or bandages or infectious wastes or refuse of any character whatsoever from any hospital, sanitarium, infirmary, clinic or undertakers' establishment or funeral parlor, whether public or private, in any manner, except in accordance with established regulations approved by the State of Georgia, Department of Natural Resources, Environmental Protection Division.

(3) *Industrial enterprises.* The production of industrial waste and other wastes, both putrescible and nonputrescible, shall cause the producers thereof to be classified as a special customer. Solid waste generated at industrial facilities that is not industrial waste as defined herein, shall be subject to all applicable provisions of this chapter. Alternative service and methods of storage, handling and disposal of such waste shall be subject to the approval of the solid waste director on an individual basis. Industrial waste is exempt from the provisions of this chapter, provided that the handling of such waste is done in accordance with applicable environmental and public health regulations and codes.

(Ord. of 4-4-95, § 1; Ord. of 7-5-95, § 5; Ord. of 7-2-96, § 1; Ord. of 7-6-99, § 1; Ord. of 8-3-99, §§ 3--5; Ord. of 7-2-2002, § 3)

Sec. 5-2-17. Other commercial activities.

(a) *Privately contracted collectors and others.* Privately contracted collectors engaged in providing refuse, leaf and limb, collection services in addition to those services provided by a franchisee for commercial or residential customers within Athens-Clarke County, who are located outside or within Athens-Clarke County and use Athens-Clarke County streets or roadways, and self-haulers shall:

(1) Comply with local, state and federal rules and regulations regarding the storage, handling, transporting and disposing of solid waste and other materials.

(2) Dispose of waste materials only at landfills permitted by the Environmental Protection Division (EPD) of the Georgia Department of Natural Resources when disposing solid waste within the State of Georgia. The transfer of any refuse into receptacles serviced, or onto property within Athens-Clarke County is prohibited.

(3) Operate only approved refuse transportation vehicles designed or modified to prevent debris from dropping or blowing away, and sealed to prevent waste liquids from spilling on the streets.

(4) Obtain any other permits required by law.

(b) *Construction/demolition contractors:*

(1) The property owner or owners and the prime contractor in charge of a construction-site and/or demolition-site shall be required to furnish solid waste and/or recycling containers for solid waste and/or recovered materials produced by construction and by workers. All solid waste from construction, demolition or related activities shall be picked up and placed in containers by the end of each workday. Provided, however, that construction material and debris which cannot be blown away by wind or blown or carried away by any other natural force shall not be affected by this provision until completion of said construction or demolition.

(2) No material shall be collected by the franchisee resulting from construction, remodeling or demolition of buildings, or any mixtures of solid wastes containing building materials, including floor and carpet scraps.

(3) No debris from burned houses or their contents shall be collected by the franchisee.

(4) The location of bulk containers used at construction/demolition-sites shall meet with the approval of the solid waste director and the building inspector.

(c) *Scavengers.* It shall be unlawful for any person to operate as a scavenger within Athens-Clarke County. Unauthorized removal of recyclable materials from containers provided for the temporary storage or collection of such materials shall be deemed to be unlawful.

(d) *Special events.* Persons requesting the use of public streets and sidewalks for the purpose of special events shall meet the requirements set forth in title 6, chapter 5 of this Code.

(e) *Street vendors:*

(1) Street vendors shall be required to purchase in advance, from the solid waste department, a minimum quantity of two (2) official garbage bags per week for every week they anticipate they will be in business for the proper disposal of their solid waste. The fee shall be \$1.00 per bag to cover the cost of purchasing the bag and the cost of disposing of the waste in said bag at the landfill.

(2) Street vendors shall also be required to register for commercial curbside collection services through the franchisee authorized by the mayor and commission to provide such service in the Downtown Tax District.

(f) *Privately contracted leaf and limb collectors/service providers.* Privately contracted leaf and limb collectors engaged in providing leaf and limb collection services, whether or not they are in addition to those services provided by a franchisee for commercial or residential customers within Athens-Clarke County, and who are located outside or within Athens-Clarke County and who use Athens-Clarke County streets or roadways and who desire to be placed on Athens-Clarke County's list of approved leaf and limb collectors shall be required to adhere to the following criteria:

- (1) *[Application.]* Every person desiring to engage in the collecting, transporting, delivering or disposing of leaves and limbs generated by another person within Athens-Clarke County shall make written application to the solid waste department on forms prescribed by the solid waste manager.
- (2) *[Occupational tax certificate required.]* Service providers shall possess a valid occupational tax certificate.
- (3) *[Capability.]* Service providers shall be capable of collecting leaves, limbs, grass clippings, pine straw and other leaf and limb material as defined in this chapter.
- (4) *[Name and address of disposal facility.]* Service providers shall be required to provide Athens-Clarke County with the name and address of their principal disposal facility for the leaf and limb materials.
- (5) *[Estimates for services.]* Service providers shall be required to provide an estimate for services if requested by the customer.
- (6) *Responsibility of service providers regarding debris and fluids.* It shall be the responsibility of any service provider collecting leaf and limb materials from the right-of-way to sweep or otherwise remove all debris located on the public right-of-way prior to leaving the collection site.
- (7) *Insurance.* It shall be unlawful for any operator of any leaf and limb collection service to fail to maintain the proper insurance as required in this chapter. Each leaf and limb service provider shall provide to the solid waste department proof of insurance as set forth in section 5-2-28 of this Code.
- (8) *Availability.* All service providers shall be required to provide a listed phone number, business address and be open during normal business hours.
- (9) *Disposal standards.* Service providers shall be required to dispose of all leaf and limb material at construction and demolition debris landfills, inert landfills or composting or mulching facilities in accordance with title 12, chapter 8 of the O.C.G.A.

(Ord. of 4-4-95, § 1; Ord. of 7-5-95, § 6; Ord. of 7-2-96, § 1; Ord. of 9-3-96, § 1; Ord. of 7-1-97, § 2; Ord. of 7-6-99, § 1)

Sec. 5-2-18. Disposal of needles.

(a) Any person that uses disposable needles shall be required to dispose of these in containers that are rigid, puncture-resistant and leakproof, and which are taped closed or tightly lidded to completely contain the contents therein and prevent any spillage. Said containers shall be set aside from other household garbage for pick up by the franchisee. This section shall apply only to persons residing in single-family dwelling units and single-family residential premises.

(b) Notwithstanding subsection (a) hereinabove, it shall be unlawful for any person to dispose of infectious wastes, disposable scalpel blades, needles and other sharp objects in any dumpster or any other container of solid waste which is serviced by any franchisee.

(Ord. of 4-4-95, § 1)

Sec. 5-2-19. Disposal of garbage generally.

(a) No person shall unlawfully empty, dump or otherwise place any trash, tin cans, garbage, rubbish, dead animals or other discarded personal property upon the right-of-way of any public road in Athens-Clarke County or upon the lands of another.

(b) Any person removing a wrecked or damaged vehicle from a highway shall remove all glass or other injurious substances dropped upon the highway from such vehicle.

(c) No person shall haul, convey or transport in any manner, trash, rubbish, garbage or waste matter in any form over and along the streets, highways and other public places upon trucks, carts, cars or other modes of transportation without having such trash, rubbish, garbage or waste tightly covered with a canvas tarpaulin, or other equally suitable material, to prevent littering the streets, highways or other public places of the county. Asphalt and baled or containerized waste matter are exempted from this cover provision.

(Ord. of 4-4-95, § 1)

Sec. 5-2-20. Abandonment of personal property within public rights-of-way.

Whenever personal property remains on the streets and sidewalks within public rights-of-way within the confines of Athens-Clarke County for more than 96 hours, said property shall be deemed to be abandoned and shall be disposed of by the appropriate department.

(Ord. of 4-4-95, § 1)

Sec. 5-2-21. Responsibility of franchisees generally.

All franchisees and their customers shall be required to adhere to the collection schedules set out in this chapter.

(a) No person shall engage in the business of collecting, transporting, delivering or disposing of solid waste, other than industrial waste, generated by another person within Athens-Clarke County without first obtaining a franchise, unless considered a self-hauler under this chapter.

(b) Every person desiring to engage in the collecting, transporting, delivering or disposing of solid waste, other than industrial waste, generated by another person within Athens-Clarke County shall make written application to the solid waste department on forms prescribed by the solid waste director.

(c) Franchisees must comply with this chapter as well as any policies and/or procedures, including the provision of recycling collection to all who receive collection of solid waste.

(d) In addition to any other permit required by Athens-Clarke County, all persons now or thereafter engaged in the business of the collection or transportation of solid waste, other than industrial waste, in Athens-Clarke County shall annually apply for a franchise to operate such business. The application shall be filed with the solid waste department and a franchise shall not be issued until the solid waste department has approved the application in writing.

(e) No franchise shall be issued or renewed except upon a written application available from the solid waste department in a form prescribed by Athens-Clarke County and setting forth such facts as Athens-Clarke County may deem appropriate, including, but not limited to the franchise application information outlined in established policies and procedures.

(f) Maintaining passage on public streets. Franchisees shall, to the greatest extent practicable, avoid stopping collection vehicles so as to block the passage of other vehicles and pedestrians on public streets and sidewalks.

(g) Labeling receptacles with the normal day of collection. Franchisees shall affix to each receptacle used for curbside, recycling or rollcart service a label at least three inches by five inches in size with the normal day of collection stated thereon in lettering at least 2 1/2 inches high and affixed thereto so that the label is clearly visible from the road.

(Ord. of 4-4-95, § 1; Ord. of 10-2-2001, § 1)

Sec. 5-2-22. Franchisees; billing and fees.

(a) The franchisee shall set equitable fees for comparable collection services and charges for commercial and residential collection and removal services shall be charged to the owners of the real property served, except that by requesting services, any tenant may become jointly bound to pay same.

(b) At the time of initial application for a franchise, an application fee of \$100.00 shall be paid to Athens-Clarke County. Said application fee shall be nonrefundable.

(c) A franchise fee of \$1.00 shall be paid to Athens-Clarke County for each franchise decal received. Said decal shall be purchased annually.

(d) At the time of the renewal of the franchise, a renewal fee of \$50.00 shall be paid to Athens-Clarke County.

(Ord. of 4-4-95, § 1)

Sec. 5-2-23. Requirements; conditions of franchisee.

(a) *Condition for franchise.* It shall be a condition of each franchise that the franchisee shall comply with all the following:

(1) All provisions of this chapter, and the policies and/or procedures promulgated under authority of this chapter.

(2) All applicable federal, state, county and local laws, statutes, rules and regulations, including but not limited to those pertaining to the collection, transport, delivery or disposal of solid waste generated within Athens-Clarke County.

(3) All applicable provisions of the Athens-Clarke County Unified Government Solid Waste Plan as required under the Comprehensive Solid Waste Management Act of 1990 (O.C.G.A. § 12-8-20 et seq.) and any agreements regarding inter-county transport of solid waste authorized or restricted by the Unified Government of Athens-Clarke County and other counties.

(b) *Residential service.* The franchisee shall provide, or arrange to provide through subcontract, weekly collection services for solid waste and biweekly collection services for recyclable materials on the Targeted Materials List.

(c) *Commercial service.* The franchisee shall provide, or arrange to provide through subcontract, collection services for solid waste and recyclable material on the Targeted Materials List. The collection services shall be at a frequency that meets the customers needs in accordance with established policies and procedures developed by the solid waste department.

(d) *Fees for service.* Fees for services shall be charged to customers on a volume-based fee system basis.

(e) *Annual reports.* Any annual reports required hereunder or set in established policies and/or procedures shall be filed with the solid waste department at the time of their franchise renewal or September 1, or whichever comes first.

(f) *Denial of franchise.* The solid waste department may deny the issuance of the franchise for any of the following reasons:

(1) Failure of the applicant to comply with this chapter.

(2) Violations of this chapter or any other applicable federal, county and local laws, statutes, rules and regulations, including, but not limited to, those pertaining to the collecting, transporting, delivering or disposing of solid waste generated within Athens-Clarke County.

(3) Prior criminal convictions in connection with solid waste collection, processing and disposal activities in the last 10 years (other than minor traffic offenses) by the applicant, its subsidiaries or its parent company or prior license revocation(s) by the applicant, its subsidiaries or its parent company.

(4) Misrepresentations of any material fact in the application for the franchise.

(Ord. of 4-4-95, § 1; Ord. of 6-3-97, § 3)

Sec. 5-2-24. Franchisees--Termination of franchise.

(a) Franchises may be terminated by mutual agreement of Athens-Clarke County and the franchisee at any time. Franchisees may terminate franchises by giving 60 days' notice to the director of the solid waste department and furnishing evidence to the director that all unused payments from customers have been refunded. The department shall make said evidence available to any aggrieved customer of said franchisee, but Athens-Clarke County shall have no liability to any such customer for failure of any franchisee to comply with its contractual obligation to its customers.

(b) Franchises are nontransferable.

(Ord. of 4-4-95, § 1)

Sec. 5-2-25. Revocation of franchise.

Athens-Clarke County shall have the right to revoke the franchise of any person that fails to abide by any provision of this chapter and any policies and procedures authorized hereunder. Before revocation of a franchise, the solid waste department shall inform the applicant of its intention and provide the applicant with an opportunity to be heard before the administrative hearing officer (AHO) after which the AHO shall make its final decision. Prior revocation of a franchise shall be sufficient grounds for refusal to certify any future application by such franchisee.

(Ord. of 4-4-95, § 1)

Sec. 5-2-26. Vehicle requirements.

(a) All persons collecting and disposing of solid waste material for a fee shall comply with the following requirements:

(1) *Weight and size.* Vehicles and containers shall meet all requirements of the Georgia Department of Transportation for highway safety and local ordinances governing weight and size for the streets which must be traveled for collection. If deemed necessary, then vehicles may be subject to unannounced inspection by Athens-Clarke County officials.

(2) *Enclosed vehicles.* Vehicles used for the collection or transportation of solid waste shall be enclosed at all times, except during the loading and unloading thereof so as to prevent the contents from falling, leaking, or blowing out of the trucks and shall be enclosed, weather-tight, substantially leakproof, easily cleanable and constructed of durable metal.

(3) *Audible alarm.* All vehicles used for the collection or transportation of solid waste shall have an operating audible alarm which sounds when any such vehicle backs up or is in reverse.

(4) *Emergency lights.* All vehicles used for the collection or transportation of solid waste shall have an operating, flashing or revolving amber light mounted near the top of the vehicle and visible from its rear. All franchisees shall comply with any corresponding state or federal laws or regulations.

(5) *Discharge of load.* All vehicles used for the collection or transportation of solid waste shall be able to rapidly discharge its load within a 15-minute time period at any Athens-Clarke County operated disposal facility.

(6) *Exempt equipment.* The following solid waste collection equipment shall be exempt from the vehicle requirements enumerated in subsection (a)(2) above; provided, however, that nothing in this section excludes compliance with all other vehicle requirements specified by this chapter:

- a. Roll-off equipment;
- b. Leaf, limb, or brush collector equipment;
- c. Knuckle-boom picker equipment;
- d. Open-top equipment; or
- e. Transfer trailer.

(Ord. of 4-4-95, § 1)

Sec. 5-2-27. Identification.

The following items shall at all times be clearly visible on each and every vehicle used in the collection or transportation of solid waste including temporary replacement vehicles:

- (a) The identity and telephone number of the franchisee on both sides of the vehicle displayed by letters or characters at least three (3) inches in height; and
- (b) A franchise decal placed conspicuously on the front windshield of each vehicle.
- (c) Registration of and title to the vehicles shall be in the name of the franchisee or a leasing agent with a duly authorized power of attorney issued in the name of the franchisee.
- (d) Franchisees shall provide an adequate number of vehicles for regular collection services.

(Ord. of 4-4-95, § 1)

Sec. 5-2-28. Insurance.

(a) At the time of the submission of a signed franchise agreement, and annually thereafter, each franchisee shall provide to the solid waste department proof of insurance as follows:

- (1) Statutory workers' compensation insurance.
- (2) Reserved.
- (3) Vehicle liability:

- a. \$100,000.00 limit per person.

- \$300,000.00 per occurrence for bodily injury.

- \$100,000.00 property damage.

(b) Umbrella liability insurance coverage at least as broad primary coverage in an amount of \$1,000,000.00.

(c) No cancellation, nonrenewal or lapse in coverage of insurance shall be effective until the expiration of 10 days' notice of intended cancellation, nonrenewal or lapse in coverage has been given in writing to the director of solid waste by registered mail or personal delivery of the notice. It shall be a requirement under this chapter that this be a provision of and a part of any insurance policy submitted under this chapter.

(Ord. of 4-4-95, § 1; Ord. of 12-3-96, §§ 1, 2; Ord. of 3-4-97, § 1)

Sec. 5-2-29. Opportunity to recycle.

- (a) All franchisees shall offer to their residential and commercial customers alike the option of having their recyclable materials collected at least biweekly. Recyclable materials to be collected shall include those on the Targeted Materials List.
- (b) All franchisees shall offer an appropriate container for those residential or commercial customers opting for this recycling service. Any franchisee providing such a container to any such customer may charge a fee for such container.
- (c) In no event shall any of the recyclable materials collected pursuant to this optional recycling service be disposed of in any landfill, unless rejected by the market due to unacceptable levels of contamination.
- (d) Other than on scheduled collection days, recycling receptacles shall not be located within the public right-of-way nor at any other locations readily visible from such public right-of-way.
- (Ord. of 4-4-95, § 1; Ord. of 6-3-97, § 2)

Sec. 5-2-30. Hours of collection.

(a) No person or entity shall engage in the residential collection of any solid waste or recyclable materials from dumpsters, containers, or receptacles of any kind or type except during the hours of 7:00 a.m. until 9:00 p.m. unless performing emergency work to safeguard the immediate health, safety and welfare of the public.

(b) No person or entity shall engage in the commercial collection of any solid waste or recycling from dumpsters, containers, or receptacles of any kind or type except during the hours of 7:00 a.m. until 11:00 p.m., with the exception of commercial curbside collection activities in the Central Business District performed by the Athens-Clarke County Solid Waste Department, unless performing emergency work to safeguard the immediate health, safety and welfare of the public.

(c) The director of solid waste is hereby authorized to review and approve alternate collection hours in accordance with established policies and procedures.

(Ord. of 4-4-95, § 1; Ord. of 5-6-97, § 1)

Sec. 5-2-31. Franchisees and self-haulers generally.

(a) Any person residing or doing business in Athens-Clarke County or Oglethorpe County shall be allowed to use the landfill subject to the provisions set out in the contract between Athens-Clarke County and Oglethorpe County for use of the landfill dated August 5, 1992, a copy of which shall be made available for public inspection in the office of the clerk of commission.

Any persons residing or doing business in Oconee, Greene, or Madison Counties or the cities of Union Point or Greensboro shall be allowed to use the landfill subject to the provisions set out in the individual landfill usage agreements dated April 6, 1994, between Athens-Clarke County and Oconee, Greene, and Madison counties and the cities of Union Point and Greensboro, a copy of which shall be made available for public inspection in the office of the clerk of commission.

(b) All garbage and refuse shall be dumped in the area designated by an attendant on duty or by appropriate signs. All directional and speed limit signs shall be obeyed.

(c) No person shall move, remove or cross any fence or barrier or shall move, remove or disobey any sign at the landfill.

(d) The following materials shall not be disposed at any solid waste disposal facility having a liner and leachate collection system or requiring vertical expansion located within Athens-Clarke County:

- (1) Septic tank sludge and scum;
- (2) Live animals and fowl;
- (3) Automobiles and objects of similar size;
- (4) Burning or smoldering materials;
- (5) Inert wastes, leaf and limb material, and construction and demolition wastes as defined in this chapter.

In the event the Oglethorpe County Landfill is unable to accept the wastes set forth above, then the Athens-Clarke County Landfill may accept them for a period of time not to exceed 90 days.

- (6) Lead acid batteries;
- (7) Tires;
- (8) Paint;
- (9) All liquids;
- (10) Any container designed to hold liquids, unless lids are removed. Fifty-five (55) gallon drums are prohibited.
- (11) Any other material prohibited by the State of Georgia, Department of Natural Resources, Environmental Protection Division.

(e) No person shall set fire or burn solid waste at any designated disposal facility or disposal site.

(f) No person shall rummage through the solid waste at any designated disposal facility or disposal site. No person shall remove any solid waste material from the landfill.

(g) All prohibited materials delivered to the landfill shall be removed within 12 hours of notification. The cost of removing the materials will be at the customer's expense.

(h) All users of the landfill, except those considered self-haulers under this chapter, shall apply for a landfill permit as set forth in established policies and procedures.

(i) Discharge of load. All vehicles used for the collection or transportation of solid waste shall be able to discharge its load within fifteen minutes at any Athens-Clarke County operated disposal facility.

(Ord. of 4-4-95, § 1; Ord. of 10-1-96, § 3)

Sec. 5-2-32. Service collections; landfill; penalty.

(a) *Categories of landfill customers.* Landfill customers shall be categorized as follows:

(1) *Cash/check customer.* Landfill customers who pay as they use the landfill.

(2) *Contract users.* Landfill customers who are required to pay a deposit up front based on the estimated volume of waste to be landfilled in any given month. This deposit shall be monitored by the Landfill Manager and the customer notified when the deposit is close to being depleted.

(3) *Billing customer.* Landfill customers who use the landfill on a regular basis. In addition, as of September 1, 1995, new customer accounts established shall be required to post a security deposit equal to 10 percent of their estimated monthly volume of waste landfilled.

(b) *Billing customers.* If bill is not paid within 30 days of the due date, as determined by the finance department, a 10 percent penalty will be applied to the unpaid balance. For every additional month the balance is left unpaid, an additional one (1) percent per month will be applied to the unpaid balance.

(Ord. of 7-5-95, § 7)

Secs. 5-2-33--5-2-49. Reserved.

Sec. 5-2-50. Violations; schedule of fines.

(a) *Generally.* It shall be unlawful to dispose of any solid waste in Athens-Clarke County except as specified in this chapter.

(b) *General violations.* The minimum fines for the following violations shall apply to all private residences, business establishments, and private institutions within Athens-Clarke County.

(1) Placing prohibited items other than dangerous items in a trash receptacle for collection or disposal . . . \$25.00

(2) Placing a dangerous (toxic, caustic, contagious, explosive or otherwise hazardous) item in a trash receptacle for collection or disposal . . . 1,000.00

(3) Placing trash or garbage on the property of another or in the waste receptacle of another without permission . . . 25.00

(4) Dumping bulk trash or garbage on vacant lots or public roadway . . . 100.00

(5) Disposal of grease into the Athens-Clarke County sewer system by food service establishments resulting in blockage or back up of the system, plus Athens-Clarke County costs . . . 100.00

(6) Spillage of grease or cooking residue on sidewalks or roadways, or in public flower beds . . . 50.00

(7) Abandoning furniture or other items on the street . . . 100.00

(8) Overloading a dumpster . . . 25.00

(9) Placing a dumpster in unauthorized area . . . 50.00

(c) *Food service sanitation violations.* The minimum fines for the following violations shall apply to all food service establishments:

(1) Failure to have wet garbage removed at least three (3) times weekly . . . \$50.00

(2) Failure to dispose of putrescible garbage in approved bags . . . 25.00

(3) Failure to maintain clean dumpsters, roll carts or other receptacles . . . 25.00

(d) *Central Business District violations.* The minimum fines for the following violations shall apply to all businesses, institutions, and residences in the Downtown Business District:

(1) Disposing of garbage or trash in public waste receptacles meant for pedestrians . . . \$25.00

(2) Disposing of garbage or trash in front of the business establishment of another . . . 50.00

(3) Placing loose garbage on the sidewalk or street . . . 25.00

(4) Placing roll carts or bagged garbage on the street or sidewalk at other than established collection periods . . . 25.00

(e) *Specialty and contractor sanitation violations.* The minimum fines for the following violations shall apply to all specialty business such as medical, industrial, and contract refuse collectors:

(1) Disposal of medical, dental, clinic, or undertaker refuse other than required by ordinance . . . \$100.00

(2) Disposal of industrial or construction by-products in regular trash . . . 100.00

(3) Disposal of waste in other than an authorized landfill . . . 1000.00

(4) Transporting waste material in a vehicle not designed and/or not capable of containing it, resulting in the spillage of liquid or solid waste upon the public right-of-way . . . 500.00

- (5) Operating and collecting refuse within Athens-Clarke County without a license . . . 500.00
- (6) Scavenging . . . 100.00
- (7) Spilling wet concrete or cement on roadway . . . 300.00

(Ord. of 4-4-95, § 1)

Sec. 5-2-51. Recyclable materials.

(a) *Term defined; separation of material required.* "Recyclable materials" are those items listed on the Targeted Materials List and any other material that Athens-Clarke County deems to be recyclable and adds to the Targeted Materials List. Recyclable materials shall be set at the curb on the designated collection days and properly placed in designated and approved collection containers supplied by the franchisee. Persons may also dropoff recyclable materials at approved Athens-Clarke County recycling dropoff stations, or sell or donate such materials.

(b) *Damage, removal, etc., of materials or containers prohibited.* It shall be unlawful to damage, alter or remove from the curbside or designated dropoff stations the recyclable materials or collection containers.

(c) *Fines for violations.* The minimum fines for violations of this section shall be as set forth below:

- (1) First offense . . . \$25.00
- (2) Second offense . . . 50.00
- (3) Each subsequent offense . . . 100.00
to 250.00

(d) *Rights of generator/owner.* Notwithstanding any other provisions of this chapter, Athens-Clarke County shall not require any generator or owner of recyclable or recovered materials to transfer any such materials to Athens-Clarke County, to its designee, or to any designated facility, unless the generator or owner of the recovered materials voluntarily makes those materials available to Athens-Clarke County or its designee and has relinquished any rights to or ownership of such materials. A person shall not be prohibited or prevented from selling, purchasing, accepting, conveying, or transporting any recovered materials for purposes of recycling those materials into a raw material or finished product, other than for use as a fuel or for purposes of disposal.

(Ord. of 4-4-95, § 1)

Sec. 5-2-51.1. Solid waste improvement fund.

(a) The manager is hereby authorized to reduce any and all recycling fees set out in title 5, chapter 2 of this Code and any and all recycling processing fees set forth in the materials recovery facilities contract between the currently established fees and zero dollars (\$0.00).

(b) The manager is required to advise the mayor and commission and the solid waste citizen advisory committee of said revisions, whenever possible, at least ten days prior to implementation but not later than five days after implementation.

(Ord. of 8-6-96, § 1; Ord. of 1-7-97, § 1; Ord. of 7-1-97, § 1; Ord. of 7-6-99, § 1)

Sec. 5-2-52. Landfill fee schedule.

The landfill rates shall be as follows:

(a) *Residential refuse:*

(1) Customers shall be limited up to six standard trash bags (20" x 40") of refuse per vehicle, per day and shall be assessed a fee of \$0.50 per trash bag.

(2) All unbagged loads of refuse, or bagged loads of refuse which exceed six standard bags per vehicle shall be assessed a fee at the rate of \$5.00 per vehicle. The \$5.00 fee per vehicle shall apply to all automobiles, including pickup trucks where the garbage does not extend above the normal, standard manufactured truck bed. This excludes loads of leaf and limb materials as defined in section 5-2-2.

(b) *Commercial solid waste and leaf and limb:*

(1) The landfill fee for solid waste and other refuse shall be \$34.00 per ton. When the scales are inoperable, then the fee shall be as follows:

Compacted . . . \$10.25 per cubic yard

Noncompacted . . . 3.90 per cubic yard

(2) Commercial customers shall be assessed \$14.00 per ton for all loads of leaf and limb materials, as defined in section 5-2-2. When the scales are inoperable, then the fee shall be \$3.50 per cubic yard.

(c) *Surcharges:*

(1) Customers shall be assessed a fee at the rate of \$34.00 per ton plus a \$25.00 surcharge per load for all nonhazardous manifested loads which the landfill manager shall properly validate.

(2) Customers shall be assessed a fee at the rate of \$34.00 per ton plus a \$40.00 surcharge per load plus \$1.00 per ton for any load which requires landfill personnel or equipment to assist in off-loading or any other special handling.

(3) Customers shall be assessed a fee at the rate of \$34.00 per ton plus a \$10.00 surcharge per load for all uncovered loads which the landfill manager or his/her designee shall properly validate. Customers will be provided with one tarp as part of this surcharge.

(d) *Other fees:*

(1) All commercial landfill customers, excluding residential users of the landfill, requesting to use the Athens-Clarke County landfill shall complete and apply for a landfill permit. These customers shall be assessed a fee of \$10.00 to process the application.

(2) Approved commercial landfill customers shall be required to exhibit a decal on each of their vehicles. These customers shall be assessed a fee of \$1.00 per decal per vehicle.

(3) The solid waste director shall have the authority to reduce the posted tipping fee on a case-by-case basis by the estimated value of any material relative to its use as intermediate cover or as an application to other landfill operations.

(e) *Residential recycling:*

(1) Customers shall be assessed a fee of \$1.75 per cubic yard for all loads of leaf and limb materials (as defined in section 5-2-2) to be mulched at the designated point within the landfill area.

(2) Customers who purchase mulch from Athens-Clarke County shall be charged a fee of \$7.00 per pickup truck or 1,000 pounds.

(3) Customers shall be allowed to deposit the following materials at no charge at the recycling center locations located within the landfill area:

Commingled paper (includes the following items: newspaper, magazines, corrugated cardboard, office paper, junk mail, and textiles (bagged) in accordance with established policies and/or procedures).

Commingled containers (includes the following items: aluminum, glass, plastics numbered 1 and 2, steel, tin, or bimetal food or beverage cans, and aseptic/paperboard juice or frozen food packaging) in accordance with established policies and/or procedures).

Scrap metal (includes the following items: refrigerators, ranges, bicycles, etc.).

(Ord. of 4-4-95, § 1; Ord. of 7-5-95, § 8; Ord. of 7-2-96, §§ 1--3; Ord. of 6-3-97, §§ 1, 2; Ord. of 2-6-2001, § 1; Ord. of 4-2-2002, § 1)

Sec. 5-2-53. Building permits.

No building permit shall be issued for construction of any commercial structure, including a multifamily structure, unless or until arrangements for the storage of refuse and location of receptacles have been approved by the solid waste director.

(Ord. of 4-4-95, § 1)

Sec. 5-2-54. Violations.

(a) Any person violating any provisions of this chapter shall be punished as set forth in section 1-1-5 of this Code.

(b) Upon conviction of any sanitation violation, any tenant, owner or resident manager who at that time has two (2) prior convictions for which fines have not been paid shall be subject to an additional \$100.00 penalty and suspension of any occupation tax certificate to operate within Athens-Clarke County, if the court so finds.

(c) In addition to fines and penalties, the court shall be authorized to assess actual costs for any removal of trash, garbage, or debris performed by the solid waste department.

(Ord. of 4-4-95, § 1)

Section 4 BARROW COUNTY

4.1 Description of the County

4.1.1 Background

Barrow County is located on the northwestern edge of the planning area, covering approximately 140 square miles. The county is predominantly rural. Barrow County has five municipalities, including Auburn, Bethlehem, Carl, Statham, and Winder. The largest of these is Winder. Barrow County also includes a portion of Braselton which is divided among four counties. Fort Yargo State Park is also located in the County.

4.1.2 Population

The most recent population figures from the 2000 U.S. Census show the County population to be 46,144. Table 4-1 shows the 2000 population, by census zone. The 2000 census also projected that Barrow County's population would grow 57 percent between 2000 and 2010, faster than any other County in the ten-county planning area. The 2004 population is estimated to be 57,660.

**Table 4-1
Barrow County and Census Zone Population**

City	Population
Auburn CCD, Barrow County, Georgia	15,100
Bethlehem CCD, Barrow County, Georgia	7,602
Statham CCD, Barrow County, Georgia	5,632
Winder CCD, Barrow County, Georgia	17,810
Total	46,144

Source: 2000, U.S. Census

4.1.2.1 Seasonal Population Changes

The County does not experience any significant seasonal changes in population.

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4.1.2.2 Number of Households

The total number of households in the County planning area in 2000 was 17,304. Table 4-2 shows the number of single and multi-family households in the planning area from the 2000 U.S. Census.

Table 4-2
Housing Units, Barrow County

Type	Amount
Single Family Housing	12,800
Multi-Family Housing	4,504
Total	17,304

Source: 2000, U.S. Census

4.1.3 Economic Activity

As identified by the Georgia Department of Labor (2002) Table 4-3 indicates for the County the number of businesses and number of employees for each sector identified by NAISC code.

**Table 4-3
Barrow County Employment by NAICS Category**

BARROW COUNTY		
Industry	Number of Firms	Number of Employees
Goods Producing	255	3,190
Agriculture, forestry, & fishing	*	*
Mining	*	*
Construction	178	800
Manufacturing	72	2,185
Food Manufacturing	*	*
Beverage & tobacco mfg	*	*
Textile mills	0	0
Textile product mills	*	*
Apparel Manufacturing	7	244
Leather & allied product mfg	*	*
Wood product Manufacturing	5	44
Paper Manufacturing	*	*
Printing and related activities	*	*
Petroleum and coal products mfg	0	0
Chemical Manufacturing	4	193
Plastics & rubber products mfg	*	*
Nonmetallic mineral product mfg	9	489
Primary metal Manufacturing	*	*
Fabricated metal product mfg	8	33
Machinery Manufacturing	9	81
Computer & electronic product mfg	*	*
Electrical equipment/appliance	0	0
Transportation equipment	*	*
Furniture and related product mfg	10	99
Miscellaneous mfg industries	0	0
Service Producing	586	6,062
Wholesale trade	49	300
Retail trade	131	1,936
Transportation and warehousing	37	277
Utilities		*
Information	6	73
Finance and insurance	42	280

BARROW COUNTY		
Industry	Number of Firms	Number of Employees
Real estate and rental and leasing	37	109
Professional, scientific/tech svcs	61	269
Management: companies/enterprises	0	0
Administrative and waste svcs	58	849
Educational services	5	12
Health care and social services	43	724
Arts, entertainment and recreation	7	20
Accommodation and food services	48	977
Other services (except government)	62	222
Unclassified - industry not assigned	12	17
Total - Private Sector	853	9,269
Total - Government	46	2,447
Federal government	6	106
State government	19	220
Local government	21	2,120

Source: 2002, Georgia Department of Labor

4.2 Waste Disposal Stream Analysis

4.2.1 Inventory of Waste Disposed

In the absence of data provided by the County regarding the amount of waste disposed of from Barrow County, State data were used. The Georgia Division of Environmental Protection collects data from waste disposal facilities throughout the State, including the amount of waste disposed from each City or County. Tonnages from the fourth quarter 2002 through the third quarter of 2003, the last four quarters for which data was reported for Barrow County, show that a total of 8,221 tons of waste was disposed in construction and demolition landfills and 32,317 tons was disposed in municipal solid waste (MSW) landfills. This is equal to 3.47 pounds per day, significantly lower than the State average. Barrow County attributes the lower-than-average amount of waste to the following:

- Effective waste reduction program identified in Section 4.3;
- Illegal disposal, identified as a problem in Section 4.4.3; and

- Waste delivered to the Athens-Clarke County landfill that is identified as Clarke County waste.¹

Table 4-4 shows the results of an analysis that breaks down the waste disposed from Barrow County in MSW and C and D landfills by sector. A telephone survey of landfills in the State of Georgia, conducted by R.W. Beck, Inc., suggests that of the waste delivered to MSW landfills, 66.6 percent is MSW (generated by the commercial or residential sector), 12.3 percent is construction and demolition debris, 14 percent is industrial, and 7.1 percent is sludge or biosolids. These percentages were allocated to the amount of waste disposed of in MSW landfills from Barrow County and its municipalities.

**Table 4-4
Waste Disposed by Sector (4Q 2002 through 3Q 2003)
Barrow County**

Sector	Tons to MSW Landfill	Tons to C&D Landfill	Total Tons
Residential	12,693		12,693
Commercial	8,830		8,830
Industrial	4,524		4,524
C&D	3,975	8,221	10,733
Sludge/Biosolids	2,294		2,294
TOTAL	32,317	8,221	40,539

To breakdown the MSW portion of this by residential and commercial generators, preliminary results from the first season of sampling for the Georgia Department of Community Affairs (DCA) waste composition study were used. Results from 120 samples taken from three landfills in the State indicated that approximately 32 percent of the waste stream comes from commercial generators and 46 percent comes from residential generators. The remaining 22 percent was in transfer trailers and thus the source was not identifiable. For purposes of this analysis, it is assumed that the waste in the transfer trailers has the same residential/commercial split as the rest of the MSW delivered to the MSW landfills.

4.2.1.1 Waste Characterization

Preliminary analysis of waste characterization from the DCA sampling study shows the percentage of each type of material in the commercial and residential waste disposed of in an MSW landfill, shown in Table 4-5. These results suggest that 63 percent of the residential and commercial waste disposed of in Barrow County is paper or organic material. Once the waste characterization study is complete, these percentages can be revised to be more specific to the northeast Georgia region.

¹ Because the Athens-Clarke County landfill only accepts waste from Athens-Clarke County and Oglethorpe County, it is suspected that when haulers from other counties deliver waste to this landfill, they identify the source as Athens-Clarke County.

**Table 4-5
Projected Characterization of MSW Disposed from Barrow County¹**

Material	Average
Newspaper	4.9%
Corrugated Cardboard	9.6%
Office	2.5%
Magazine/Glossy	3.0%
Paperboard	3.9%
Mixed (Other Recyclable)	3.3%
Other (Non-recyclable)	10.0%
Total Paper	37.2%
#1 PET Bottles	1.7%
#2 HDPE Bottles	1.2%
#3-#7 Bottles	0.3%
Expanded Polystyrene	1.6%
Film Plastic	8.1%
Other Rigid Plastic	3.9%
Total Plastic	16.9%
Clear	2.0%
Green	0.5%
Amber	1.6%
Other	0.5%
Total Glass	4.6%
Steel Cans	1.9%
Aluminum Cans	1.0%
Other Ferrous	2.9%
Other Non-Ferrous	0.8%
Total Metal	6.6%
Yard Waste	1.5%
Wood (non-C&D)	2.1%
Food Waste	11.9%
Textiles	3.8%
Diapers	2.7%
Fines	3.3%
Other Organics	0.8%

Total Organics	26.0%
Drywall	0.2%
Wood	3.1%
Inerts	0.2%
Carpet	1.4%
Other C&D	1.0%
Total C&D	5.9%
Televisions	0.1%
Computers	0.1%
Other Electronics	1.3%
Tires	0.3%
HHW	0.2%
Other Inorganics	0.9%
Total Inorganics	2.8%
Total	100.0%

¹ Based on sampling data from Georgia Waste Characterization, Fall 2003

4.2.1.2 Unique Conditions and/or Seasonal Variations

Barrow County knows of no unique conditions or seasonal variations that will dramatically change the amount of waste projected for Barrow County.

4.2.1.3 Waste Generating Disasters

Without knowing the type and degree of an unanticipated disaster, Barrow County can not project the amount or type of waste that would need to be managed. However, any additional yard trimmings that would need to be disposed would be delivered to one of the two inert landfills located in Barrow County. Any additional MSW would be collected by a private hauler and delivered to the landfill associated with that hauler.

4.2.2 Projections of Waste to be Disposed

Table 4-6 shows waste projections based on the estimated per capita waste disposed in the most recent year for which data are available. In Barrow County, approximately .79 tons were disposed of per capita per year, .63 tons per capita per year were disposed in MSW landfills. If this per capita disposal rate were to remain the same, it is estimated that 76,421 tons per year would be disposed by the end of the planning period.

**Table 4-6
Waste Disposal Projections at Current Per Capita Disposal Rate
Barrow County**

Estimated Per Capita Disposed	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Population	57,660	61,300	65,170	69,284	73,657	78,307	80,000	85,050	90,419	96,127
Tons	45,840	48,734	51,810	55,080	58,557	62,254	63,600	67,615	71,883	76,421

4.2.2.1 Per Capita MSW Disposal Reduction Goal

In 1991, the Northeast Georgia Regional Solid Waste Management Plan projected that .71 tons per capita per year were being disposed in MSW landfills from Barrow County. Although these are the best historical data available, it is important to recognize that tonnage data from 1991 when most landfills in the State did not have scales, are estimates. However if these data and the EPD data on current tonnages are used, the per capita disposal rate into MSW landfills declined by approximately 10.8 percent between 1991 and 2003. If the County is to aim for a 25 percent reduction goal from 1991 per capita disposal rates, it would aim for a per capita disposal rate of .532 tons per person per year, or 51,132 tons in MSW landfills in 2013.

4.3 Waste Reduction Element

4.3.1 Inventory of Waste Reduction Programs

In this Section, current waste reduction programs (both public and private) are inventoried and assessed to determine their effectiveness in helping the planning region meeting the State’s waste reduction goal, as well as their ability to mitigate environmental risks.

4.3.1.1 Source Reduction Programs

The County has a number of reuse programs and agencies designed to increase waste reduction. Reuse agencies in Barrow County include: Potter’s House, homeless shelter, battered women’s shelter, Benevolent Ministries, and Habitat for Humanity.

Habitat for Humanity in particular makes a significant waste reduction contribution through reuse. The organization recycles aluminum cans to generate additional funds for home construction. They also recycle Christmas trees and yard trimmings for mulch and use compost for plant food.

The commercial/industrial sector conducts waste audits, and/or waste exchanges privately.

The County also promotes source reduction through public education programs which are detailed in the Public Education and Involvement section of this Plan.

4.3.1.2 Recycling

Residents in unincorporated Barrow County currently receive curbside recycling service through Robertson Sanitation. The program currently recycles No. 1 and 2 plastics, steel and aluminum cans, glass, newspaper, magazines, and junk mail.

All County residents currently have access to two County operated, unmanned drop-off centers that accept corrugated cardboard, newsprint, and magazines.

The City of Auburn contracts with a private hauler to provide weekly curbside collection for residents. Businesses in Auburn contract with private haulers for container collection.

The City of Statham uses the County drop-off sites.

The City of Winder contracts with BFI, Inc. to collect glass, cans, paper, and #1 and #2 plastic beverage bottles.

Local private businesses offer citizens the opportunity to recycle batteries, scrap metal, white goods (without freon), aluminum cans, motor oil, antifreeze, and copper.

In addition, Keep Barrow Beautiful works with all Barrow County schools to promote recycling of newspaper and school/office paper. All schools have recycling bins for newspaper and office/school paper.

Commercial/industrial recycling is handled privately with each business contracting individually for recycling services.

Financial incentives are the motivator for the Barrow County public school system and the Keep Barrow Beautiful program. Both entities generate additional funding through recycling. The school system receives funds for newspaper and computer ink cartridge recycling. Keep Barrow Beautiful generates additional funding from newspaper recycling.

Keep Barrow Beautiful also sponsors the Great American Cleanup event, two Saturdays per year, where residents can bring tires, scrap metal, telephone books, cell phones, ink jet cartridges, corrugated cardboard, magazines, and newsprint.

Table 4-7 shows the programs currently available in Barrow County. Table 4-8 lists private entities that accept materials from the planning area for recycling and reuse.

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**Table 4-7
Recycling Programs in Barrow County (2003)**

Type of Program	Jurisdictions	Population Served	Operated by	Materials Accepted
Curbside Recycling	Unincorporated County	N/A	Robertson Sanitation	No. 1 Plastics
				No. 2 Plastics
				Steel Cans
				Aluminum Cans
				Glass
				Newspaper
				Magazines
				Junk Mail
Curbside Recycling	City of Winder	12,000	BFI, Inc.	Glass
				Cans
				Paper
				No. 1 Plastics
				No. 2 Plastics
Curbside Recycling	City of Auburn	15,100	Private Haulers	No. 1 Plastics
				No. 2 Plastics
				Steel Cans
Unstaffed Drop-off Centers	All County Residents	16,354 households	Keep Barrow Beautiful and haulers	Newspaper
				Magazines
				Corrugated
Great American Cleanup Days	All County Residents	46,144	Keep Barrow Beautiful	Tires
				Scrap Metal
				Telephone Books
				Cell Phones
				Ink Jet Cartridges
				Corrugated Cardboard
				Magazines
				Newsprint
Commercial Recycling	City of Auburn Businesses	N/A	Private Haulers	N/A
Commercial Recycling	All County Businesses	N/A	Private Haulers	N/A

**Table 4-8
Businesses that Accept Recyclables from the Planning Area**

Name	Location	Accepts Material from:		Materials Accepted
		Geographic Area	Sector	
Collins Auto Salvage, Inc.	Auburn, GA	Barrow County	Residential and Commercial	metals, ferrous metals, autos, aluminum cans, metal appliances
Orr's Recycling Center	Winder, GA	Barrow County	Residential and Commercial	aluminum cans, non-ferrous metals

Source: Georgia Department of Community Affairs

4.3.1.3 Yard Trimmings Program and Facilities

Since neither the County nor Robertson Sanitation offer curbside pick up for yard trimmings, residents are encouraged to mulch and compost yard trimmings. Keep Barrow Beautiful (KBB) provides residents with home composting bins at a nominal cost. Any resident wishing to home compost can contact KBB to receive a composting bin. KBB provides educational materials on home composting free of charge. Composting demonstrations are also conducted by the Barrow County Public School System and the Barrow County Cooperative Extension Service.

The County's Roads and Bridges Department collects limbs and stumps and grinds them into mulch which is available to County business and residents at no charge.

The Roads and Bridges Department also grinds Christmas trees collected by Keep Barrow Beautiful during its annual "Bring One for the Chipper" event. The mulch generated by this event is sold by J. R.'s Mulch Factory with the proceeds going to KBB for use in beautification and education projects.

The County also has several inert landfills where yard trimmings can be taken. In the City of Auburn, collection of yard trimmings is provided on an on-call basis with private haulers.

The City of Winder picks up leaves and limbs. The leaves are disposed of on City property per EPD standards. Limbs are mulched and the mulch is stockpiled and provided to the public at no charge. Table 4-9 summarizes the County's yard trimmings programs.

**Table 4-9
Yard Trimmings Programs (2003)**

Program	Owner/Operator	Jurisdictions Served	Materials Accepted	Final Disposition
Home composting educational program	Keep Barrow Beautiful	Barrow County	Vegetative food, yard trimmings	Residents pay \$15 per bin and make and use compost
Municipal Limb and Stump Grinding	Barrow County Roads and Bridges Department	Barrow County	Limbs and stumps	Mulched and offered to businesses and residents at no charge
Bring One for the Chipper	Barrow County Roads and Bridges Department	Barrow County	Christmas trees	On-site mulching/grinding for retail sale. Proceeds go to KBB.
Drop-off Program	Barrow County	Barrow County	Yard trimmings	Inert landfilling
Curbside Collection	Private Hauler	City of Auburn	Yard trimmings	N/A
Curbside Collection	City of Winder	City of Winder	Leaves and limbs	Leaves are disposed per EPD standards on City property. Limbs are mulched and mulch is given free to the public.

4.3.1.4 Items Requiring Special Handling

Keep Barrow Beautiful maintains a list of private companies that accept items requiring special handling throughout the year. Items accepted by these companies include:

- Lead acid batteries;
- Tires;
- White goods;
- Motor oil;
- Antifreeze; and
- Scrap metal.

Residents can also dispose of tires and scrap metal during Keep Barrow Beautiful's annual Great American Cleanup days which are held twice each year.

Barrow County's Fleet Maintenance Department collects scrap metal and tires retrieved from illegal dumping in the County. The County recycles scrap metal with a private business. Tires are recycled by an Atlanta company, Recovery Technologies.

Keep Barrow Beautiful has plans to partner with the Barrow County Fire and Emergency Hazardous Materials Team to start a mercury thermometer recycling program in 2004. Table 4-10 shows programs in the County to handle these materials. KBB also plans to join the City of Winder in a computer recycling program also scheduled to begin in 2004.

**Table 4-10
Programs for Materials Requiring Special Handling (2003)**

Material	Targeted Sector(s)¹	Management Strategy	Final Disposition of Material(s)
Tires	R	Recovered by County Fleet Maintenance Department through illegal dumping. KBB also collects tires on two annual Great American Cleanup days.	County recycles tires with Recovery Technologies in Atlanta
Scrap Metal	R	Collected by private company and also recovered by County Fleet Maintenance Department through illegal dumping	Fleet Dept. recycles scrap metal with a private company and tires with Recovery Technologies in Atlanta
Electronics	R	County plans to enter into a joint program with the City of Winder in 2004	To be determined
Mercury	R	County plans to partner with the Fire and Emergency Hazardous Materials team in a joint program in 2004	To be determined
Batteries	R	Collected by private company	N/A
White Goods	R	Collected by private company	N/A
Motor Oil	R, C	Collected by private company	N/A
Antifreeze	R, C	Collected by private company	N/A

¹ R= Residential, I=Industrial, C=Commercial, CD= C&D
Source:

4.3.1.5 Contingency Strategy

The County contracts with private haulers. Should their service become interrupted due to a disaster or other unforeseeable occurrence, there are a number of other companies that the County could employ on short notice.

In an emergency situation, collection could be performed on an interim, short-term basis by the County's Roads and Bridges Department, the I.W. Davis crews with

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whom the County contracts, and the Marshall's Department which normally handles code enforcement.

Since Barrow County is located in close proximity to recycling locations in Walton, Gwinnett and Clarke Counties, recyclables could be transported to one of the recycling facilities in these counties by one of the aforementioned County Departments.

Barrow County estimates that the length of time required to bring a contingency option on line would be determined by the Chairman of the Barrow County Board of Commissioners who serves as the County Manager. Having at his disposal a highly trained and competent staff to guide and inform him, the length of time to formulate a plan should be one to three weeks.

4.3.2 Assessment of Waste Reduction Programs

Based on the information reported in the Waste Disposal Stream Analysis, results indicate that 63 percent of the residential and commercial waste disposed of in landfills sampled statewide is paper or organic material. Based on these results, it appears that strengthening or expanding waste reduction programs targeting paper and organic waste might lead to the diversion of additional materials from the Barrow County waste stream.

4.3.3 Needs and Goals

Based on the inventory and assessment, adequacy of current programs and other programmatic options, including costs, Barrow County has developed the following waste reduction needs and goals:

- Ensure that the County continues to pursue the State's 25% reduction in the amount of solid waste received at disposal facilities;
- Increase emphasis on recycling programs targeting paper and other recyclables; and
- Operate financially sustainable waste reduction programs for the next 10 years.

4.4 Collection Element

4.4.1 Inventory of Existing Collection Programs

Barrow County residents can have their waste and recyclables collected by Robertson Sanitation, who has a permit to operate in the County. Businesses contract for commercial collection with either Robertson Sanitation or BFI Sanitation.

Barrow County offers two unstaffed locations for recycling of magazines, newspapers, and corrugated cardboard.

Residential curbside and recycling pick up is arranged between the residential hauler and the resident. Commercial collection is arranged between the individual business

BARROW COUNTY

and their preferred hauler. Unstaffed recycling centers are managed by Keep Barrow Beautiful and Robertson Sanitation and SP Recycling Corp.

Yard trimmings are not collected.

The City of Winder offers residents curbside collection of solid waste once per week. The City also offers curbside collection of yard trimmings.

Table 4-11 identifies the haulers operating in the County and Table 4-12 describes the collection programs operating in the County.

**Table 4-11
Haulers Operating in Barrow County**

Hauler Name	Hauler Address	Sector Served ¹	Jurisdiction(s) Served	Arrangement ²
Robertson Sanitation	51 Patrick Mill Road, SW Winder, GA 30680 (770) 867-4367 Hal Risher, Jr. General Manager	R, C	Barrow County	Operates under permit from Barrow County and contracts directly with residential and commercial customers.
BFI Sanitation	75 Curtis Road Lawrenceville, GA 30045 (678) 407-6125	C	Barrow County	Operates under permit from Barrow County and contracts directly with commercial customers.
SP Recycling Corp.	384 Maltbie Street Lawrenceville, GA 30045 (770) 995-0014 LuAnn Chambers, Division Manager	R, C	Barrow County	Contracts with Barrow County to collect recyclables from County centers.
City of Winder	83 W May St, Winder, GA 30680 (770) 867-7121	R	City of Winder	Residents contract with the City for MSW and yard waste curbside pick-up.

¹ R= Residential, I=Institutional, C= Commercial, CD= C&D

² i.e., contract with local government, franchise agreement with local government, independent contract with generators, etc.

Source: Barrow County Solid Waste Department

**Table 4-12
Inventory of Collection Programs**

Type	Collector	Program Description	Jurisdictions Served	Sectors Served ¹	Contractual Arrangements
Curbside Collection	Private Hauler	Curbside collection of garbage and recyclables.	Barrow County	R	Residents contract directly with haulers

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Type	Collector	Program Description	Jurisdictions Served	Sectors Served ¹	Contractual Arrangements
Curbside Collection	City of Winder	Curbside collection of garbage	City of Winder	R	Residents contract with the City
Curbside Collection	BFI, Inc.	Curbside recyclables collection	City of Winder	R	Residents contract with BFI
Curbside Collection	City of Winder	Curbside Yard Waste Collection	City of Winder	R	Residents contract with the City
Unstaffed Drop-off	Robertson Sanitation and SP Recycling Corp.	Open 7 days a week for residential recyclables.	Barrow County	R	Contract with County to managed unmanned sites.
Commercial Collection	Private Haulers	Pick up of commercial refuse	Barrow County	C	Entities arrange for collection with hauler of choice.
Commercial Collection	Private Haulers	Container Pick up	City of Winder	C	Entities arrange for collection with hauler of choice.

4.4.1.1 Contingency Strategy

Barrow County contracts with private haulers. Should this service become interrupted, there are a number of other solid waste haulers that the generators in the County could employ. The County is currently in the process of finalizing a Solid Waste Ordinance that will clearly define the guidelines for putting a new vendor in place.

Should another vendor not be immediately available, Barrow County has a privately owned landfill with the County as an additional resource. For collection in an emergency situation, Barrow County's Roads & Bridges Department, the I.W. David crews with whom the County contracts, and the Marshall's Department, which handles code enforcement, could all be relied on in the short-term interim.

The amount of time required to bring a contingency plan online would be determined by the Chairman of the Board who serves as the County Manager. The Chairman has a highly trained and competent staff to guide and inform him so the estimated time would be about two to three weeks.

The City of Winder has been offered the use of the City of Monroe's transfer station in the event of an emergency situation.

4.4.2 Assessment of Collection Programs

Existing collection programs are sufficient to handle the solid waste and recyclables generated in the County. Both residents and businesses have the option of contracting directly with a private hauler or using one of the unstaffed collection centers. However, the illegal dumping problem in the County may be improved if the County had more control over the collection system. The new solid waste ordinance that is being finalized will also give the County greater enforcement authority.

4.4.3 Inventory of Illegal Dumping/Littering

Illegal dumping is a problem in Barrow County. Since the County does not contract directly with a solid waste vendor, residents are free to choose their method of garbage disposal which, unfortunately, often leads to residents dumping their trash illegally.

The City of Winder experiences illegal dumping on a very infrequent basis and does not deem it to be a significant problem. The City has a \$300 per incident fine for illegal dumping.

4.4.4 Assessment of Programs to Address Illegal Disposal

The existing collection system and programs to address illegal disposal do not fully control the problem.

The City of Winder's strategy of fining offenders has kept illegal dumping to a minimum.

4.4.5 Needs and Goals

Barrow County's goal for collection is to finalize and implement a new solid waste ordinance that will allow haulers to compete on price and service. The new ordinance will also allow the County more enforcement authority.

4.5 Disposal Element

4.5.1 Inventory of Solid Waste Disposal Facilities

Barrow County has one MSW landfill operating in the County. The Oak Grove landfill (Permit number 007-020D (SL)) is owned and operated by Republic Waste. Most of the waste from the County is disposed of at Oak Grove. Significantly less amounts of municipal solid waste from Barrow County are disposed at other landfills, including the Richland Creek landfill in Gwinnett County, the Pine Bluff landfill in Cherokee County, and the Eagle Point landfill in Forsyth County.

The majority of the construction and demolition debris in Barrow County is delivered to US 78 Construction and Demolition Debris Landfill in Walton County and in Oglethorpe County's C&D landfill.

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The City of Statham transports municipal solid waste to the City of Monroe transfer station. The City of Winder uses the Oak Grove landfill which is privately owned and operated by Republic.

Table 4-13 identifies the landfills where waste from Barrow County is likely to go during the planning period.

**Table 4-13
Inventory of Disposal Facilities and Thermal Treatment Technologies to be Used During
the Planning Period (2004 – 2013)**

Facility Name	Jurisdiction(s) Using Facility	Physical Address	Owner/ Operator	Facility Type	Types of Waste Accepted	Year Expected to Reach Capacity
Oak Grove Landfill	Barrow County and Municipalities	Off SR 324 3 mi SW of Winder	Republic Waste	MSWL	MSW	11/1/2008
Cherokee County Pine Bluff Landfill	Barrow County and Municipalities	E Cherokee Dr Between SRRr5 & SRRr20 Canton, GA	USA Waste, Inc.	MSWL	MSW	1/1/2059
BFI East Dekalb Landfill	Barrow County and Municipalities	Off Scales Rd., Lithonia, GA	BFI	C&D	C&D	2/28/05
APAC/GA-DONZI LN PH 5A (L)	Barrow County and Municipalities	ES Moreland AVE, S SHP Center Atlanta, GA		C&D	C&D	8/31/2014
BFI Hickory Ridge Landfill Dekalb County	Barrow County and Municipalities	I-285 & Moreland Ave Atlanta, GA	BFI	MSWL	MSW	6/29/05
Rogers Lake Road C&D Landfill	Barrow County and Municipalities	Ws Rogers Lake Rd N Maddox Rd Lithonia	Apollo Waste Industries	C&D	C&D	4/10/2008
Forsyth County Eagle Point Landfill	Barrow County and Municipalities	Hightower Road Cumming, GA		MSWL	MSW	11/1/2060
BFI Richland Creek Rd Landfill Gwinnett County	Barrow County and Municipalities	Off Richland Crk Rd NW of Buford	BFI	MSWL	MSW	1/29/2021

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**Table 4-14
Disposal Capacity Assurance Summary (2004-2013)**

Barrow County	Year 1 (2004)	Year 2 (2005)	Year 3 (2006)	Year 4 (2007)	Year 5 (2008)	Year 6 (2009)	Year 7 (2010)	Year 8 (2011)	Year 9 (2012)	Year 10 (2013)
Amount of Waste	45,840	48,734	51,810	55,080	58,557	62,254	63,600	67,615	71,883	76,421
Amount to Oak Grove Landfill ¹	36543.41	38850.26	41302.73	43910.01	46681.88					
Amount to Pine Ridge Landfill						49628.73	50701.77	53902.37	57305.02	60922.47
Amount to US 78 C&D Landfill	9296.43	9883.28	10507.17	11170.45	11875.60	12625.26	12898.23	13712.45	14578.06	15498.32

¹ This assumes all projected MSW will be delivered to Oak Grove. In actuality, private haulers in the County are likely to deliver some waste to other landfills in the area.

4.5.1.2 Contingency Strategy

In the event that the landfills where Barrow County waste currently goes becomes unavailable, private haulers collecting the waste would be responsible for finding alternatives.

The amount of time required to bring a contingency plan online would be determined by the Chairman of the Board who serves as the County Manager. The Chairman has a highly trained and competent staff to guide and inform him so the estimated time would be about two to three weeks.

The City of Winder has access to the City of Monroe's transfer station in the event of an emergency.

4.5.2 Assessment of Disposal

With ten years of disposal capacity assured, the County's current disposal practices and facilities should be sufficient to carry the County through the next ten-year planning period.

4.5.3 Statement of Needs and Goals

Barrow County's goal is to ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.

BARROW COUNTY

Facility Name	Jurisdiction(s) Using Facility	Physical Address	Owner/ Operator	Facility Type	Types of Waste Accepted	Year Expected to Reach Capacity
Oglethorpe County C&D Landfill	Barrow County and Municipalities	US 78 One MILEo Crawford	Oglethorpe County	C&D	C&D	2014
US 78 Construction and Demolition Landfill	Barrow County and Municipalities		Walton County	C&D	C&D	6/3/2049
Chambers R&B Landfill	Barrow County and Municipalities	705 Frank Bennett Road, Homer GA	Private	MSWL	MSW	5/21/2040

4.5.1.1 Assurance of 10-Year Capacity

Residents and businesses in Barrow County contract directly with private haulers to dispose of waste generated in the County so the County does not play an active role in ensuring disposal capacity in the County. However, based on the landfills used by private haulers in the County and the remaining capacity in these landfills, it is assumed that most of the solid waste will continue to go to Oak Grove landfill and Pine Ridge landfill, as indicated in Table 4-14.

The County has obtained a letter of capacity assurance from Republic Services, Inc., the owner and operator of the facilities ensuring that both facilities have in excess of 10 years of disposal capacity which will take the County beyond the 10 year planning period. This letter is included at the end of this Section.

4.6 Education and Public Involvement Element

4.6.1 Inventory of Education and Public Involvement

The bulk of Barrow County's education and public involvement efforts are conducted by Keep Barrow Beautiful (KBB). KBB works with all public schools within the County to promote newsprint and office classroom paper recycling. In 2003, KBB received a grant from the American Forest and Paper Association (AF&PA) and Keep America Beautiful to aid in promoting 100% classroom recycling of these items. Corporate sponsors provided recycling bins for each classroom in two pilot schools.

KBB also set up a test pilot program with one local high school to test the feasibility of recycling corrugated cardboard. KBB plans to conduct a waste audit to prove to other area schools that recycling will be cost effective by diverting enough garbage out of the normal waste stream to pay for itself so that all schools will recycle corrugated cardboard.

KBB has also tried to become a member of more area industry boards in an effort to develop working relationships with local industry.

KBB also produces and distributes free educational materials promoting home composting. Residents can obtain home composting bins from KBB for a nominal fee. Composting demonstrations are conducted by KBB in the school system

Table 4-15 highlights the public education and involvement opportunities within the County.

**Table 4-15
Existing Environmental Education Initiatives**

Program/Activity	Jurisdictions Covered	Operated by	Target Audience	Description of Impact
School Paper Recycling Program	Barrow County	Keep Barrow Beautiful	Public Schools	Diverts newspaper and classroom/office paper from waste stream
Pilot School Cardboard Recycling Program	Barrow County	Keep Barrow Beautiful	Public Schools	Diverts corrugated cardboard from the waste stream
Home Composting Program	Barrow County	Keep Barrow Beautiful	Residents	Diverts yard waste and vegetation from the waste stream

4.6.2 Assessment of Education and Public Involvement

Keep Barrow Beautiful provides a good resource to the County to develop and disseminate information about public education on waste reduction. KBB has focused its public education efforts and programs on paper and other recyclables, the two

Section 4

largest components in the waste stream still being disposed. A Citizen's Advisory Committee offers the opportunity for public involvement on waste reduction and recycling issues in the County.

4.6.3 Statement of Needs and Goals

Barrow County's goal with regard to public education and involvement is to ensure that residents and businesses in the County understand the issues, needs, and goals of the solid waste management system.

4.7 Land Limitation Element

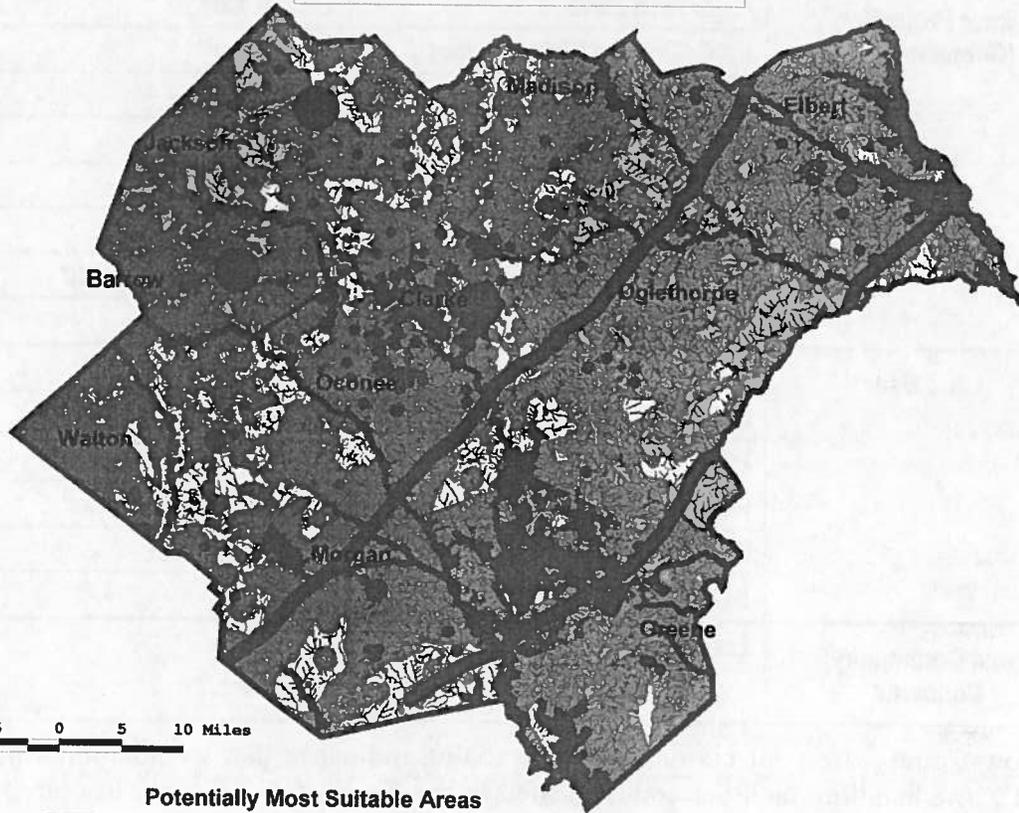
4.7.1 Inventory of Land Areas

In 1997, the Northeast Georgia Solid Waste Management Authority conducted a regional landfill site suitability study. As part of this study, the ten counties developed siting criteria and screened all land within the ten-county area to determine the suitability of all sites for landfill development.

Figure 4-1 shows a map of the ten-county region with areas shaded that are considered unsuitable or of limited suitability for a solid waste disposal facility. These determinations were made based on water protection and land use criteria and host community concerns established by the Northeast Georgia Regional Solid Waste Management Authority. Table 4-16 identifies the criteria and whether the presence of these factors excluded a site altogether or lowered the ranking of the site for landfill suitability.

1997 Update

Composite Map
Landfill Suitability



Potentially Most Suitable Areas

County Name	Low Score	High Score	% of County Area
Barrow	17	23	14
Clarke	20	38	16
Elbert	16	24	14
Greene	16	20	12
Jackson	16	32	28
Madison	12	28	24
Morgan	20	30	24
Oconee	24	32	11
Oglethorpe	14	22	25
Walton	12	30	25

Levels of Suitability

- Potentially Most Suitable
- Limited Suitability
- Unsuitable (Excluded)

Date: 8/25/97



NORTHEAST GEORGIA
Regional Solid Waste Management Authority

Figure 4-1

**Table 4-16
Regional Landfill Suitability Criteria**

	Criteria	Type
Water Protection (Geotechnical)	Major Fault Zone	Exclusionary
	Public Drinking Water Sources	Exclusionary
	Hydrologically Sensitive Area	Ranked
	Private Drinking Water Wells	Ranked
	Lakes, Rivers, and Creeks	Exclusionary
	Floodplains	Exclusionary
	Wetlands	Exclusionary and Ranked
	Steep Areas	Exclusionary
Land Use	Airports	Exclusionary
	Nonparticipating County Borders	Exclusionary
	Public Lands and Parks	Exclusionary
	Population Density	Exclusionary and Ranked
	Historic and Key Archaeological Sites	Ranked
	Biological/Rare Element Sites	Ranked
Host Community Concerns	Existing Pollution Sources	Ranked

Barrow County does not currently have a zoning ordinance that would limit where solid waste handling facilities could be sited in the County. The County has plans to revise an existing ordinance to address special land uses.

4.7.2 Procedures for Siting Solid Waste Facilities

Any entity requesting a renewal or issuance of a solid waste handling permit from EPD must demonstrate that the facility or facility expansion is consistent with the local government's solid waste management plan. The County will use the following criteria to determine whether the issuance of the requested permit is consistent with the Solid Waste Management Plan.

- Determine whether the proposed facility or facility expansion is sited in an area deemed unsuitable according to one of the criteria list above (in groundwater recharge area; located within two miles of a municipal water supply; on soils poorly suited for development; on slopes of greater than 25 percent; presence of major highways, roads, and airports; on urban or built up lands; water bodies or wetlands; or on federal, state, or public lands).
- Determine whether the proposed facility or facility expansion is sited in a location that is consistent with local zoning ordinances.

- Determine whether the proposed facility or facility expansion negatively impacts other natural or cultural resources of the County.
- Determine whether the proposed facility or facility expansion negatively impacts the current solid waste management infrastructure of the County;
- Determine whether the proposed facility or facility expansion negatively impacts collection capability and disposal capacity identified in the Plan.
- Determine whether the proposed facility or facility expansion negatively impacts the County's ability to contribute to the State's 25 percent waste reduction goal.
- Determine whether the proposed facility or facility expansion negatively impacts the financial viability of the County's solid waste management system.

No proposed facility or facility expansion will be sited in the County without a letter from the County Commission stating that the facility is consistent with the Solid Waste Management Plan. The County Commission will hold at least one public hearing to gather input to make this determination.

4.7.3 Assessment of Land Limitation

Approximately 86 percent of the land area in Barrow County is considered unsuitable or of limited suitability for siting a landfill, according to the study conducted by the Northeast Georgia Regional Solid Waste Management Authority.

The procedure described above, once put into place, will help ensure that facilities sited in the County are consistent with this Plan.

4.7.4 Needs and Goals

The goal for the Land Limitation element of the Solid Waste Management Plan is to ensure that proposed solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable for such developments.

4.8 Implementation Strategies

4.8.1 Summary of County Need and Goals

Barrow County has established the following needs and goals as part of its Solid Waste Management Plan:

- To ensure efficient and effective collection of solid waste in the County over the next ten years.
- To contribute to the statewide goal of 25 percent per capita reduction in the amount of solid waste disposed.
- To ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.

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- To ensure that residents and businesses in the region understand the issues, needs, and goals of the solid waste
- To ensure that proposed solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable for such developments.
- To achieve a balanced and affordable solid waste management plan implementation strategy, while also meeting the goals and requirements of state law.

4.8.2 Statement/Demonstration of 10-Year Collection Capability

Barrow County's has collection capability for the next ten years. Residents and businesses will continue to contract with private firms but all generators will have the option of using the County convenience center at the landfill. Barrow County will evaluate options to ensure that all residents and businesses have at the source collection in an effort to reduce illegal disposal. The cities in the County will continue to provide collection either through its own forces or through a contract with a private firm.

4.8.3 Statement/Demonstration of 10-Year Disposal Capacity

Residents and businesses in Barrow County contract directly with private haulers to dispose of waste generated in the County so the County does not play an active role in ensuring disposal capacity in the County. However, based on the landfills used by private haulers in the County and the remaining capacity in these landfills, it is assumed that most of the solid waste will continue to go to Oak Grove and Pine Ridge landfills. The County has obtained a letter of capacity assurance from Republic Services, Inc., assuring that both of these facilities have in excess of 10 years disposal capacity.

4.8.4 Short Term Work Program (5-Year List of Programs/Work Activities)

Table 4-17 indicates the five year implementation strategy to meet the County's needs and goals, by element.

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Table 4-17
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 – 2008
Barrow County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
	AMOUNT OF WASTE ELEMENT							
<p><i>Goal: To determine the amount and composition of solid waste generated in the region in order to establish a sound information base upon which to make management decisions and determine if state and local goals are met.</i></p>								
1. The County will use EPD's disposal capacity reports and DCA's waste characterization data to quantify the amount and type of waste disposed in the County.	x	x				County		
<p align="center">COLLECTION ELEMENT</p> <p><i>Goal: To ensure efficient and effective collection of solid waste in the region over the next ten years.</i></p>								
1. Residents can continue to contract with a private firm for residential curbside collection of solid waste.	x	x	x	x	x	County/Private Firm	N/A (Current cost not available at time of writing)	County Solid Waste Fund
2. City of Auburn will continue to contract with private firm for collection of residential and commercial solid waste.	x	x	x	x		City of Auburn/Private Firm	N/A	User Fees
3. City of Bethlehem will continue to contract with private firm for collection of residential and commercial solid waste.	x	x	x	x		City of Bethlehem/Private Firm	N/A	User Fees
4. The County will continue to strengthen enforcement of new illegal disposal ordinance as funding allows.	x		x	x	x	Barrow County	\$	State enforcement grant

**Table 4-17
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 – 2008
Barrow County**

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
5. City of Statham will continue to provide public collection of residential and commercial solid waste.	x	x	x	x	x	City of Statham	N/A	User Fees
6. City of Carl will continue to contract with private firm for collection of residential and commercial solid waste.	x	x	x	x	x	City of Carl/Private Firm	N/A	User Fees
7. City of Winder will continue public collection of residential and commercial solid waste.	x	x	x	x	x	City of Winder	N/A	User Fees
8. City of Winder will investigate the development of a curbside/drop-off system for recyclables.	x	x				City of Winder/Private Firm	(See Waste Reduction)	User Fees
WASTE REDUCTION ELEMENT								
<i>Goal: To ensure a 25 percent reduction in the amount of solid waste received at disposal facilities and to sustain waste reduction programs for the next 10 years.</i>								
1. County will continue residential recyclables collection through either public or private means with curbside and/or staffed drop-off sites.	x	x	x	x	x	County or Private Firm	Curbside-\$1.50- \$2.50/house/mo. Drop-off - \$10K/site/year	Solid Waste Fund
2. City of Winder will continue to contract with private firm for curbside collection for recyclables.	x	x	x	x	x	City of Winder/Private Firm	\$1.50- \$2.50/house/mo.	Solid Waste Fund

Table 4-17
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 – 2008
Barrow County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
3. County will determine the feasibility of private or public operation of a yard waste mulching site.	x	x	x	x	x	County/Private Firm	\$15K/year	Solid Waste Fund
4. County will encourage commercial recycling.	x	x	x	x	x	County	\$5K/year	Solid Waste Fund
5. Keep Barrow Beautiful will continue to promote recycling and waste reduction activities in the County.	x	x	x	x	x	Keep Barrow Clean and Beautiful	---	---
DISPOSAL ELEMENT								
<i>Goal: To ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.</i>								
1. County will continue to deliver waste to private landfill.	x	x	x	x	x	County	\$24/ton (est. \$51K + 5% per year)	Solid Waste Fund
2. County will develop education and enforcement programs concerning illegal dumping.	x	x				County	\$10K/year	Solid Waste Fund/Donations
3. All municipalities will cooperate with the county for disposal option.	x	x	x	x	x	Municipalities	See costs for counties	---

**Table 4-17
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 – 2008
Barrow County**

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
PUBLIC EDUCATION AND INVOLVEMENT ELEMENT								
<i>Goal: To ensure that residents and businesses in the region understand the issues, needs, and goals of the solid waste management system.</i>								
1. Barrow County will continue to fund the Keep Barrow Beautiful Program for local public education.	X	X	X	X	X	County/KBB	\$21K (from KBB budget)	Solid Waste Fund
2. County will participate in a regional clearinghouse of information on public education and involvement.	X	X	X	X	X	County/RDC	Part of \$20K total, on per capita basis	Solid Waste Fund
3. Citizens Advisory Committee will continue to address public education issues associated with recycling and waste reduction in the County.	X	X	X	X	X	Advisory Committee	---	---
4. County will continue to work with private disposal firm to address public concerns about solid waste.	X	X	X	X	X	County/Advisory Committee/Private Firm	---	---
5. All municipalities will work with the County for coordination of public education activities.	X	X	X	X	X	Cities/County		

Table 4-17
 Northeast Georgia
 Solid Waste Management Plan Short-Term Work Program
 2004 – 2008
 Barrow County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
LAND LIMITATION ELEMENT								
<i>Goal: To ensure that proposed solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable for such developments.</i>								
1. County will ensure sufficient land use controls are in place.	X	X	X	X	X	County	---	---
2. County will review all permits requests for new solid waste handling facilities or expansions to determine consistency with SWMP.	X	X	X	X	X	County, NEGRSWMA	---	---

LETTER OF PARTICIPATION

RWBECK



Barrow County Board of Commissioners

233 East Broad Street Winder Georgia 30680 Phone: (770) 307-3010 Fax: (770) 307-3141

Walter E. Elder, III
Chairman

Jerry Lampp
District 1

W.J. "Bill" Brown
District 2

James Roger Wehunt
District 3

Norma Jean Brown
District 4

David Dyer
District 5

Thad Brasfield
District 6

February 16, 2004

Mr. Joseph Tichy
Special Projects Coordinator
Northeast Georgia Regional Development Center
305 Research Drive
Athens, Georgia 30605-2795

Re: Northeast Georgia Regional Solid Waste Management Plan Update

Dear Joe:

This letter serves as confirmation of Barrow County's commitment to participate in the Northeast Georgia Regional Solid Waste Management Plan Update.

The County understands that the update will be a multi-jurisdictional plan covering the ten counties that comprise the Northeast Regional Solid Waste Management Planning Authority and address the following five core planning elements:

1. Waste Reduction;
2. Collection;
3. Disposal;
4. Land Limitation; and
5. Education and Public Involvement.

The plan will also include a waste stream analysis and implementation schedule.

The County understands that all jurisdictions that agree to plan together will maintain the planning relationships established in the approved and adopted plan throughout the planning period, including the five-year Short-Term Work Program update.

The County further understands that all participating local governments must adopt the Solid Waste Plan, the Short-Term Work Program, Plan Amendments and/or Plan Updates before the DCA will make an eligibility determination for any of the local governments participating in the plan. If the County decides to break from the planning arrangement, we understand that we will be responsible for preparing our own individual solid waste management plan.

The County agrees to participate in two public hearings held on behalf of all participating jurisdictions at a central location in the area served by the plan, following all County specific public hearing notice procedures for due notification of the hearings.

Sincerely,

Larry P. Price, Chief of Operations
BARROW COUNTY BOARD OF COMMISSIONERS

CAPACITY ASSURANCE



967 Carl Bethlehem Road Winder, GA 30680 (770) 867-2499 FAX (770) 307-0934

October 15, 2004

Ms. Shannon Navarre
Barrow County Board of Commissioners
233 E. Broad Street
Winder, GA 30680

Dear Ms. Navarre:

The Oak Grove Landfill, Permit No. 007-020D(SL) and Pine Ridge Landfill, Permit No. 018-008D(MSWL) are owned and operated by Republic Services of Georgia, Limited Partnership have in excess of 10 years of disposal capacity.

The landfills are open to the public and accept waste that is acceptable under state and federal regulations from customers in good standing. Barrow County as a customer in good standing of the landfills will be allowed to dispose of the approximate 15,000 tons of waste generated annually for the next ten years at Oak Grove and Pine Ridge as long as they maintain their current status.

If you need any additional information, please give me a call at (770) 867-2499.

Sincerely,

Mark R. Allen
Area Landfill & Transfer Station Manager

Section 5 ELBERT COUNTY

5.1 Description of the County

5.1.1 Background

Elbert County is located on the eastern edge of the planning area, on the border of South Carolina. The County covers approximately 375 square miles. The county has two municipalities, Elberton, the County seat, and Bowman.

5.1.2 Population

The most recent population figures from the 2000 U.S. Census show the County population to be 20,511. Table 5-1 shows the 2000 population, by census zone. The County is experiencing a relatively small amount of growth. The 2004 population is estimated to be 21,378.

**Table 5-1
Elbert County and Census Zone Population**

City	Population
Bowman CCD, Elbert County, Georgia	3,366
Coldwater Creek CCD, Elbert County, Georgia	2,788
Elberton CCD, Elbert County, Georgia	14,357
Total	20,511

Source: 2000, U.S. Census

5.1.2.1 Seasonal Population Changes

The County does not experience any significant seasonal changes in population.

5.1.2.2 Number of Households

The total number of households in the County planning area is 9,136. Table 5-2 shows the number of single and multi-family households in the planning area from the 2000 U.S. Census.

**Table 5-2
Housing Units, Elbert County**

Type	Amount
Single Family Housing	5,870
Multi-Family Housing	3,266
Total	9,136

Source: 2000, U.S. Census

5.1.3 Economic Activity

As identified by the Georgia Department of Labor (2002) Table 5-3 indicates for the County the number of businesses and number of employees for each sector identified by NAISC code.

**Table 5-3
Elbert County Employment by NAICS Category**

ELBERT COUNTY		
Industry	Number of Firms	Number of Employees
Goods Producing	197	3,095
Agriculture, forestry, & fishing	4	53
Mining	21	147
Construction	51	183
Manufacturing	120	2,713
Food Manufacturing	2	200
Beverage & tobacco mfg	*	*
Textile mills	*	*
Textile product mills	0	0
Apparel Manufacturing	*	*
Leather & allied product mfg		
Wood product Manufacturing	*	*
Paper Manufacturing	0	0
Printing and related activities	*	*
Petroleum and coal products mfg	*	*
Chemical Manufacturing	0	0
Plastics & rubber products mfg	*	*
Nonmetallic mineral product mfg	94	1,303
Primary metal Manufacturing	*	*

ELBERT COUNTY

ELBERT COUNTY		
Industry	Number of Firms	Number of Employees
Fabricated metal product mfg	6	94
Machinery Manufacturing	3	10
Computer & electronic product mfg	0	0
Electrical equipment/appliance	0	0
Transportation equipment	*	*
Furniture and related product mfg	*	*
Miscellaneous mfg industries	*	*
Service Producing	324	2,637
Wholesale trade	65	551
Retail trade	75	676
Transportation and warehousing	15	104
Utilities	*	*
Information	5	43
Finance and insurance	27	181
Real estate and rental and leasing	10	31
Professional, scientific/tech svcs	26	94
Management: companies/enterprises	3	39
Administrative and waste svcs	10	39
Educational services	0	0
Health care and social services	27	387
Arts, entertainment and recreation	*	*
Accommodation and food services	30	385
Other services (except government)	29	87
Unclassified - industry not assigned	6	25
Total - Private Sector	526	5,758
Total - Government	43	1,743
Federal government	11	162
State government	15	177
Local government	17	1,404

5.2 Waste Disposal Stream Analysis

5.2.1 Inventory of Waste Disposed

The Georgia Division of Environmental Protection collects data from waste disposal facilities throughout the State, including the amount of waste disposed from each City or County. Tonnages from the fourth quarter 2002 through the third quarter of 2003, the last four quarters for which data was reported for Elbert County, show that a total of 315 tons of waste was disposed in construction and demolition landfills and 12,632 tons was disposed in municipal solid waste (MSW) landfills. This results in an average of 3.35 pounds per capita per day, less than the State average. It is assumed that the per capita disposal rate is less than the State average both because waste is transported across the Elbert County border into South Carolina (where it is unaccounted for in EPD's data) and because of illegal disposal in this rural county.

Table 5-4 shows the results of an analysis that breaks down, by sector, the waste disposed in MSW and C and D landfills from Elbert County. A telephone survey of landfills in the State of Georgia, conducted by R.W. Beck, Inc., suggests that of the waste delivered to MSW landfills, 66.6 percent is MSW (generated by the commercial or residential sector), 12.3 percent is construction and demolition debris, 14 percent is industrial, and 7.1 percent is sludge or biosolids. These percentages were allocated to the amount of waste disposed of in MSW landfills from Elbert County and its municipalities.

**Table 5-4
Waste Disposed by Sector (4Q 2002 through 3Q 2003)
Elbert County**

Sector	Tons to MSW Landfill	Tons to C&D Landfill	Total Tons
Residential	4,961		4,961
Commercial	3,451		3,451
Industrial	1,768		1,768
C&D	1,554	314	1,868
Sludge/Biosolids	897		897
TOTAL	12,631	314	12,945

To break down the MSW portion of the amount disposed in MSW landfills by residential and commercial generators, preliminary results from the first season of sampling for the Georgia Department of Community Affairs (DCA) waste composition study were used. Results from 120 samples taken from three landfills in the State indicated that approximately 32 percent of the waste stream comes from commercial generators and 46 percent comes from residential generators. The remaining 22 percent was in transfer trailers and thus the source was not identifiable.

For purposes of this analysis, it is assumed that the waste in the transfer trailers has the same residential/commercial split as the rest of the MSW delivered to the MSW landfills.

5.2.1.1 Waste Characterization

Preliminary analysis of waste characterization from the DCA sampling study shows the percentage of each type of material in the commercial and residential waste disposed of in an MSW landfill, shown in Table 5-5. These results suggest that 63 percent of the residential and commercial waste disposed of in Elbert County is paper or organic material. Once the waste characterization study is complete, these percentages can be revised to be more specific to the northeast Georgia region.

**Table 5-5
Projected Characterization of MSW Disposed from Elbert County¹**

Material	Average
Newspaper	4.9%
Corrugated Cardboard	9.6%
Office	2.5%
Magazine/Glossy	3.0%
Paperboard	3.9%
Mixed (Other Recyclable)	3.3%
Other (Non-recyclable)	10.0%
Total Paper	37.2%
#1 PET Bottles	1.7%
#2 HDPE Bottles	1.2%
#3-#7 Bottles	0.3%
Expanded Polystyrene	1.6%
Film Plastic	8.1%
Other Rigid Plastic	3.9%
Total Plastic	16.9%
Clear	2.0%
Green	0.5%
Amber	1.6%
Other	0.5%
Total Glass	4.6%

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Material	Average
Steel Cans	1.9%
Aluminum Cans	1.0%
Other Ferrous	2.9%
Other Non-Ferrous	0.8%
Total Metal	6.6%
Yard Waste	1.5%
Wood (non-C&D)	2.1%
Food Waste	11.9%
Textiles	3.8%
Diapers	2.7%
Fines	3.3%
Other Organics	0.8%
Total Organics	26.0%
Drywall	0.2%
Wood	3.1%
Inerts	0.2%
Carpet	1.4%
Other C&D	1.0%
Total C&D	5.9%
Televisions	0.1%
Computers	0.1%
Other Electronics	1.3%
Tires	0.3%
HHW	0.2%
Other Inorganics	0.9%
Total Inorganics	2.8%
Total	100.0%

¹ Based on sampling data from Georgia Waste Characterization, Fall 2003

5.2.1.2 Unique Conditions and/or Seasonal Variations

Elbert County knows of no unique conditions or seasonal variations that will dramatically change the amount of waste projected for Barrow County.

5.2.1.3 Waste Generating Disasters

Without knowing the type and degree of an unanticipated disaster, Elbert County can not project the amount or type of waste that would need to be managed. However, any additional yard trimmings that would need to be disposed would be delivered to an inert landfill by the County's contract hauler. Any additional MSW would be temporarily stockpiled at a designated location within the County until it could be delivered for disposal.

5.2.2 Projections of Waste to be Disposed

Table 5-6 shows waste projections based on the estimated per capita waste disposed in the most recent year for which data are available. In Elbert County, an estimated .626 tons were disposed of per capita per year, approximately .611 tons per capita per year in MSW landfills. If this per capita disposal rate were to remain the same, it is estimated that 76,421 tons per year would be disposed by the end of the planning period.

**Table 5-6
Waste Disposal Projections at Current Per Capita Disposal Rate
Elbert County**

Estimated Per Capita Disposed	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Population	21,978	21,743	22,114	22,491	22,875	23,265	23,840	24,247	24,660	25,081
Tons	13,392	13,620	13,853	14,089	14,329	14,574	14,934	15,189	15,448	15,712

5.2.2.1 Per Capita MSW Disposal Reduction Goal

In 1991, the Northeast Georgia Regional Solid Waste Management Plan projected that .70 tons per capita per year were being disposed from Elbert County. Although these are the best historical data available, it is important to recognize that tonnage data, especially from 1991 when most landfills in the State did not have scales, are estimates. Using this estimate and the 2003 data provided by EPD (which also is unsubstantiated as it depends on reports from landfills across the State about the source of waste), the per capita disposal rate declined by approximately 12.7 percent between 1991 and 2003. If the County continues to pursue the 25 percent reduction goal based on 1991 per capita disposal rates, the goal would be a per capita disposal rate of .525 tons per person per year, or 13,168 tons disposed in 2013.

5.3 Waste Reduction Element

5.3.1 Inventory of Waste Reduction Programs

This section provides detailed information on Elbert County's existing waste reduction programs that target the residential, commercial/institutional, industrial, construction and demolition, and yard trimming sectors and waste streams.

5.3.1.1 Source Reduction Programs

Elbert County promotes source reduction through public education initiatives that are detailed in the Education and Public Involvement section of this Plan.

5.3.1.2 Recycling

There are three main recycling programs within Elbert County. These programs serve both residential and commercial customers and are operated by Elbert County, the City of Elberton, and the 4-H Program.

Elbert County operates 10 manned drop-off centers throughout the County including one located in the City of Bowman. The drop-off sites accept newspaper, magazines, corrugated cardboard, glass, metal, and plastic from both residential and commercial customers. The City of Elberton provides once-a-week curbside recycling collection for city residents. Elberton currently recycles cardboard, newspapers, magazines, aluminum, metals, steel cans, and glass (green, brown, clear), plastics (PET and milk jugs) and office waste.

Recycling processing operations consist of hand separation and a baler located at the Public Works Department on North McIntosh Street. Cardboard and newspaper are baled; the baler capacity is up to 1,200 pounds. The goal is for a county-wide recycling program with possible relocation of the operation/processing facility to a larger area. Table 5-7 and 5-8 describe the recycling programs and facilities operating in the County.

**Table 5-7
Recycling Programs in Elbert County (2003)**

Type of Program	Jurisdictions	Population Served	Operated by:	Materials Accepted
Curbside Recycling	City of Elberton	4,743	City of Elberton	Cardboard
				Newspapers/Magazines
				Aluminum
				Steel Cans
				Plastics (PET and Milk Jugs)
				Glass
Drop-Off Centers	Elbert County including Cities of Elberton and Bowman	21,500	Elbert County	Newspaper/Magazines
				Corrugated
				Glass Bottles
				Metal
				Plastic

**Table 5-8
Recycling Facilities**

Facility Name	Facility Type	Owner/Operator	Jurisdictions Served	Sectors Served	Materials Accepted	Tons Processed (2003)
Elbert County Recycling Processing Operation	Transfer Station	Elbert County	Elbert County	Residential and Commercial	Newspaper, cardboard, glass, aluminum, plastic, steel cans	14,508
Elberton Recycling Facility	Recycling Facility	City of Elberton	City of Elberton	Residential	Newspaper, cardboard, glass, aluminum, plastic, steel cans	N/A

5.3.2 Yard Trimmings Programs and Facilities

Yard waste and untreated wood are accepted at the County's MSW transfer station. The material is then ground and made available to the public, as well as used for erosion control. Table 5-9 describes this grinding program

**Table 5-9
Yard Trimmings Programs (2003)**

Program	Owner/Operator	Jurisdictions Served	Sector Served*	Materials Accepted	Quantity	Program Maximum Capacity	Final Disposition
Leaf and Limb Grinding	Elbert County	Elbert County	Residential	Yard trimmings and untreated wood	272.68	1000 cu yds	Ground material is made available to the public and used for erosion control

Source: Elbert County Solid Waste Department

5.3.3 Items Requiring Special Handling

The Elbert County transfer station accepts tires and white goods from both County residents and residents of Bowman. These are then processed by end users. The City of Elberton accepts lead acid batteries and white goods at their recycling center. These programs are shown in Table 5-10.

**Table 5-10
Management of Special Materials**

Material	Targeted Sector(s) ¹	Management Strategy	Final Disposition of Material(s)
Lead Acid Batteries	R, C	Local businesses and the landfill	Recycled by certified processor
White Goods	R, C	Elbert County transfer station and 10 Recycling Centers	Processed by end users
Tires	R, C	Elbert County transfer station and tire stores	Processed by end users

¹ R= Residential, I=Industrial, C=Commercial, CD= C&D
Source: Elbert County Solid Waste Department

5.3.4 Assessment of Waste Reduction Programs

Elbert County, and its municipalities, offers waste reduction and recycling opportunities to all its residents. The processing facility at the Public Works Department enables Elbert County to process and store recovered materials for

market. The County is considering expansion of this operation. Based on the information reported in the Waste Disposal Stream Analysis, results indicate that 63 percent of the waste disposed in landfills sampled in Georgia is paper or organic waste. These results would indicate the County might want to consider stepping up efforts to promote awareness of the County's existing paper and organic recycling opportunities to increase diversion rates for these materials.

5.3.5 Needs and Goals

Based on the inventory and assessment, adequacy of current programs and other programmatic options, including costs, Elbert County has developed the following waste reduction needs and goals:

- Ensure that the County continues to pursue the State's 25% reduction in the amount of solid waste received at disposal facilities;
- Increase education and awareness of recycling programs and opportunities for paper and organic waste materials; and
- Sustain waste reduction programs for the next 10 years.

5.4 Collection Element

5.4.1 Inventory of Existing Collection Programs

Elbert County does not offer collection service. The County operates staffed convenience centers at locations throughout the County. The Cities of Elberton and Bowman both offer once a week curbside collection through City owned collection programs. The County also owns and operates a transfer station. Tables 5-11 and 5-12 indicate the haulers and programs operating in the County.

**Table 5-11
Haulers Operating in Planning Area**

Hauler Name	Sector Served	Jurisdiction(s) Served	Arrangement
United Waste	Elbert County Transfer Station	Elbert County	Contract with the County
City of Bowman	Residential, Commercial	City of Bowman	City of Bowman provides collection
City of Elberton	Residential, Commercial	City of Elberton	City of Elberton provides collection
Waste Management	Commercial roll off	Elbert County	Businesses contract with WM
WastePro	Commercial roll off	Elbert County	Businesses contract with WP
Mullinex Construction	Commercial roll off	Elbert County	Businesses contract with MC
Grady's Disposal	Commercial roll off	Elbert County	Businesses contract with GD

**Table 5-12
Inventory of Collection Programs**

Type	Collector	Program Description	Jurisdictions Served	Sectors Served ¹	Number of Households/Businesses served, if available ²	Contractual Arrangements
Curbside Collection	City of Bowman	Weekly curbside collection of garbage, recyclables.	City of Bowman	R, C	350 HH	City has an exclusive arrangement for collection
Curbside Collection	City of Elberton	Weekly curbside collection of garbage, recyclables.	City of Elberton	R, C	2000 HH	City has an exclusive arrangement for collection
Staffed Drop-off	Elbert County	Open 6 days a week for residential garbage and recyclables.	Elbert County	R	5,700 HH	Drop off is available to all county residents

¹ R= Residential, I=Institutional, C= Commercial, CD= C&D
² Private haulers may not be willing to provide this information.
 Source: Elbert County Solid Waste Department

5.4.1.1 Contingency Strategy

In the event of a natural disaster or other major event that would disrupt collection, the County has an open area designated at the County facility where excess waste could be stockpiled until it could be processed at the transfer station. When the transfer station was able to process the additional waste, it would operate as needed until finished. The transfer station is currently operating at 40 percent of its total operating capacity, so it would take a significant disaster or event to disrupt operations.

5.4.2 Assessment of Collection Programs

Collection programs in Elbert County are sufficient to meet the demands of residents and businesses. Because the County is relatively rural, at-the-source county wide collection is not a priority at this time. The more populated areas of Bowman and Elberton receive curbside collection. The staffed convenience centers help to encourage proper collection and disposal of solid waste.

5.4.3 Inventory of Illegal Dumping/Littering

Illegal dumping is a moderate problem in Elbert County but not a significant problem. Code enforcement has been sufficient thus far in keeping illegal dumping under control.

5.4.4 Assessment of Programs to Address Illegal Disposal

Due to the infrequency of illegal dumping in Elbert County, it appears that the County's code enforcement program is sufficient to keep illegal dumping under control.

5.4.5 Needs and Goals

Elbert County's goal for collection is to ensure efficient and effective collection of solid waste in the region over the next ten years.

5.5 Disposal Element

5.5.1 Inventory of Solid Waste Disposal Facilities

There are no permitted disposal facilities located in Elbert County.

Elbert County operates convenience centers for collection of solid waste and has a contract in place to have waste hauled to a privately owned landfill, Republic Waste's Oak Grove landfill in Barrow County. Elbert County municipalities fall under the same contract since they use the county transfer station. A minor amount of waste from the County is delivered to Chambers R&B and Pine Bluff landfills. Most of the construction and demolition debris in the County is disposed of at Oglethorpe County's C&D landfill. A small amount, primarily from the City of Elberton is disposed of at the US-78 landfill in Walton County. Table 5-13 indicates the landfills where Elbert County waste is likely to continue to be disposed in the planning period.

Table 5-13
Inventory of Disposal Facilities and Thermal Treatment Technologies to be Used During the Planning Period (2004 – 2013)

Facility Name	Jurisdiction(s) Using Facility	Physical Address	Owner/ Operator	Facility Type	Types of Waste Accepted	Year Expected to Reach Capacity
Oak Grove Landfill	Elbert County	Off SR 324 3 mi SW of Winder	Republic Waste	MSWL	MSW	11/1/2008
Banks County R&B Chambers Landfill	Elbert County	705 Frank Bennett Road Homer, GA	Waste Management	MSWL	MSW	5/21/2040
Cherokee County Pine Bluff Landfill	Elbert County	E Cherokee Dr Between SRRr5 & SRRr20 Canton, GA	USA Waste, Inc.	MSWL	MSW	1/1/2059

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Facility Name	Jurisdiction(s) Using Facility	Physical Address	Owner/ Operator	Facility Type	Types of Waste Accepted	Year Expected to Reach Capacity
Oglethorpe County C&D Landfill	Elbert County	US 78 One Mile NE Of Crawford	Oglethorpe County	C&D	C&D	2014
US 78 Construction and Demolition Landfill	Elbert County		Walton County	C&D	C&D	6/3/2049

5.5.1.1 Assurance of 10-Year Capacity

Elbert County's agreement with Republic Waste Management Company, included at the end of this Section, is valid until February of 2010 with the annual renewal option for ten one-year terms. This agreement requires Republic to identify where Elbert County's waste will be disposed. This is likely to be the Oak Grove landfill until it is projected to close at the end of 2008, as shown in Table 5-14. After 2008, the contractor will be responsible for securing a disposal location for waste from Elbert County's transfer station.

**Table 5-14
Disposal Capacity Assurance Summary (2004-2013)**

Elbert County	Year 1 (2004)	Year 2 (2005)	Year 3 (2006)	Year 4 (2007)	Year 5 (2008)	Year 6 (2009)	Year 7 (2010)	Year 8 (2011)	Year 9 (2012)	Year 10 (2013)
Amount of Waste	13,392	13,620	13,853	14,089	14,329	14,574	14,934	15,189	15,448	15,712
Amount to Oak Grove ¹	13,066	13,289	13,516	13,747	13,981					
Amount of Landfill Identified by Contractor						14,220	14,571	14,820	15,072	15,330
Oglethorpe County C&D	326	331	337	343	348	354	363	369	376	382

¹This assumes are projected MSW will be delivered to Oak Grove. In actuality, private haulers in the County are likely to deliver some waste to other landfills in the area.

5.5.1.2 Contingency Strategy

In the event of a natural disaster or other major event that would disrupt disposal efforts, the County's contract would direct waste to one of the contracted hauler's multiple landfills. It would take approximately three to five days to implement an alternate disposal strategy.

5.5.2 Assessment of Disposal

The population of Elbert County is experiencing very little growth so it is reasonable to assume that the County's current disposal programs and operations should be adequate for meeting the County's needs during the 10-year planning period.

5.5.3 Statement of Needs and Goals

Elbert County's goal is to ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.

5.6 Education and Public Involvement Element

5.6.1 Inventory of Public Education and Involvement

Elbert County promotes recycling through the public school system and civic organizations. The County also operates an information center and environmental education lab that was paid for with grants funds. This information center and environmental lab is a destination for school or civic groups interested in learning more about recycling and environmental issues. Table 5-15 describes the public education and involvement activities in the County.

**Table 5-15
Existing Environmental Education Initiatives**

Program/Activity	Jurisdictions Covered	Operated by	Target Audience	Number of Participants per Year	Description of Impact
Info Center and Environmental Lab	Elbert County	Elbert County	School, civic groups, residents	N/A	Educate public about recycling and environmental issues
School Program	Elbert County	Elbert County	School students	N/A	Promotes recycling

5.6.2 Assessment of Public Education and Involvement

Because Elbert County is more rural than many of the counties in the region, its public education and involvement program is less extensive. The County could benefit from some of the public education resources available in the region and the State.

5.6.3 Statement of Needs and Goals

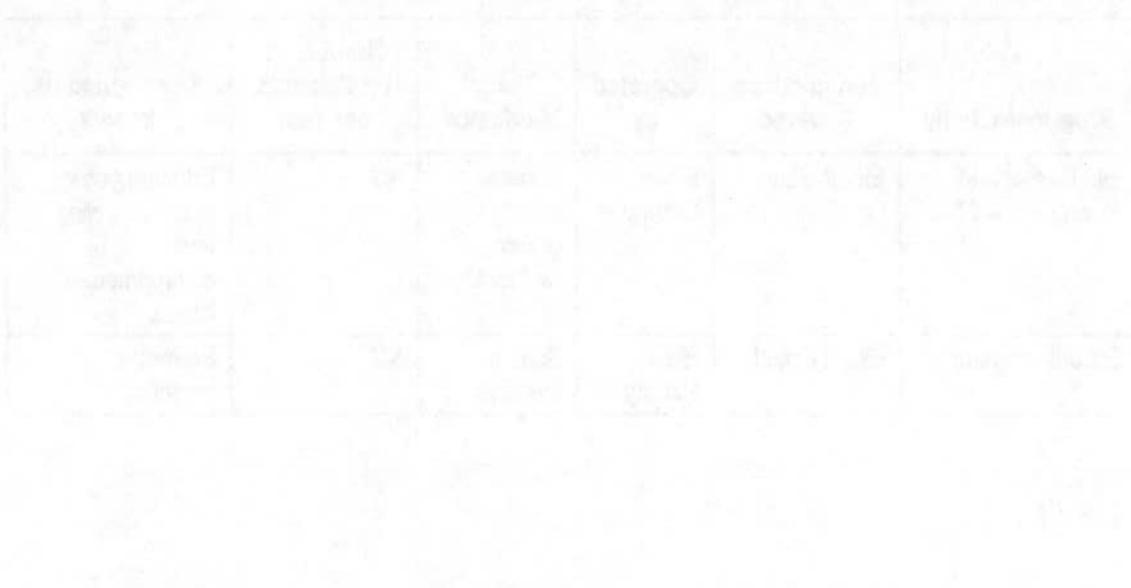
Elbert County's goal with regard to public education and involvement is to ensure that residents and businesses in the region understand the issues, needs, and goals of the solid waste management system.

5.7 Land Limitation Element

5.7.1 Inventory of Land Areas

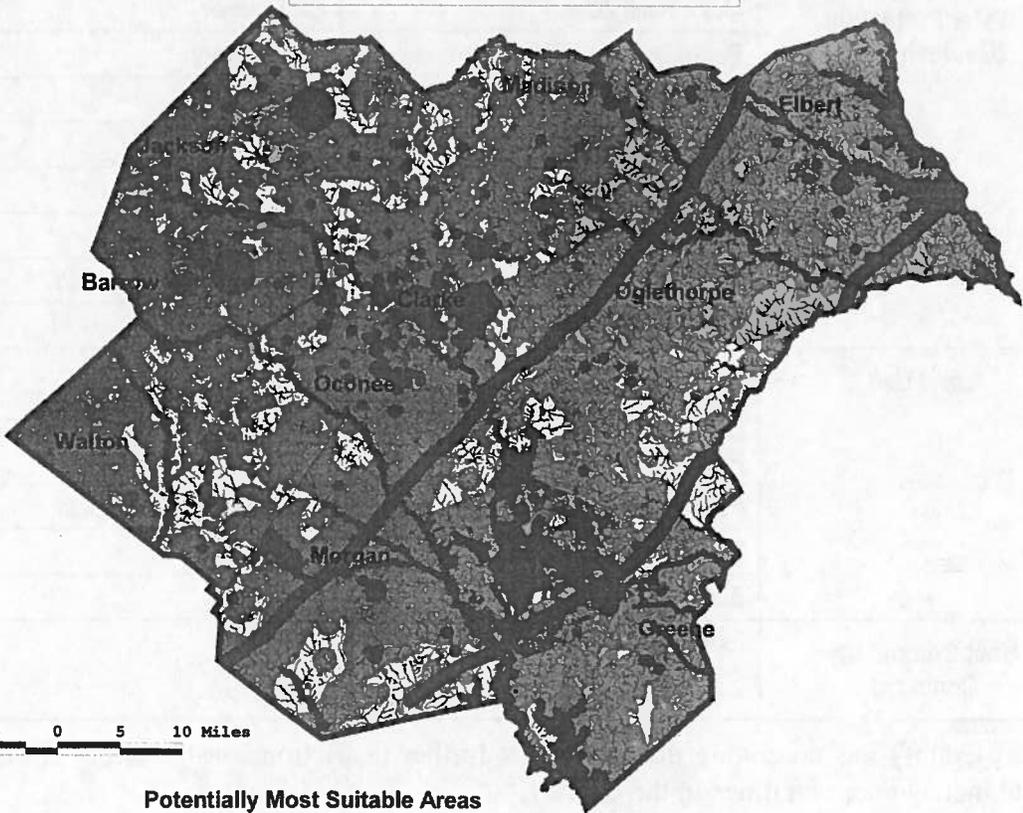
In 1997, the Northeast Georgia Solid Waste Management Authority conducted a regional landfill site suitability study. As part of this study, the ten counties developed siting criteria and screened all land within the ten-county area to determine the suitability of all sites for landfill development.

Figure 5-1 shows a map of the ten-county region with areas shaded that are considered unsuitable and of limited suitability for a solid waste disposal facility. These determinations were made based on water protection and land use criteria and host community concerns established by the Northeast Georgia Regional Solid Waste Management Authority. Table 5-16 identifies the criteria and whether the presence of these factors excluded a site altogether or lowered the ranking of the site for landfill suitability.



1997 Update

Composite Map
Landfill Suitability



Potentially Most Suitable Areas

County Name	Low Score	High Score	% of County Area
Barrow	17	23	14
Clarke	20	38	16
Elbert	16	24	14
Greene	16	20	12
Jackson	16	32	28
Madison	12	28	24
Morgan	20	30	24
Oconee	24	32	11
Oglethorpe	14	22	25
Walton	12	30	25

Levels of Suitability

- Potentially Most Suitable
- Limited Suitability
- Unsuitable (Excluded)

Date: 9/25/97



NORTHEAST GEORGIA
Regional Solid Waste Management Authority

Figure 5-1

**Table 5-16
Regional Landfill Suitability Criteria**

	Criteria	Type
Water Protection (Geotechnical)	Major Fault Zone	Exclusionary
	Public Drinking Water Sources	Exclusionary
	Hydrologically Sensitive Area	Ranked
	Private Drinking Water Wells	Ranked
	Lakes, Rivers, and Creeks	Exclusionary
	Floodplains	Exclusionary
	Wetlands	Exclusionary and Ranked
	Steep Areas	Exclusionary
Land Use	Airports	Exclusionary
	Nonparticipating County Borders	Exclusionary
	Public Lands and Parks	Exclusionary
	Population Density	Exclusionary and Ranked
	Historic and Key Archaeological Sites	Ranked
	Biological/Rare Element Sites	Ranked
Host Community Concerns	Existing Pollution Sources	Ranked

Elbert County has no zoning that would set further restrictions on the siting of solid waste management facilities in the County.

5.7.2 Procedures for Siting Solid Waste Facilities

Any entity requesting a renewal or issuance of a solid waste handling permit from EPD must demonstrate that the facility or facility expansion is consistent with the local government's solid waste management plan. The County will use the following criteria to determine whether the issuance of the requested permit is consistent with the Solid Waste Management Plan.

- Determine whether the proposed facility or facility expansion is sited in an area deemed unsuitable according to one of the criteria list above (in groundwater recharge area; located within two miles of a municipal water supply; on soils poorly suited for development; on slopes of greater than 25 percent; presence of major highways, roads, and airports; on urban or built up lands; water bodies or wetlands; or on federal, state, or public lands).
- Determine whether the proposed facility or facility expansion is sited in a location that is consistent with local zoning ordinances.
- Determine whether the proposed facility or facility expansion negatively impacts other natural or cultural resources of the County.

- Determine whether the proposed facility or facility expansion negatively impacts the current solid waste management infrastructure of the County;
- Determine whether the proposed facility or facility expansion negatively impacts collection capability and disposal capacity identified in the Plan.
- Determine whether the proposed facility or facility expansion negatively impacts the County's ability to contribute to the State's 25 percent waste reduction goal.
- Determine whether the proposed facility or facility expansion negatively impacts the financial viability of the County's solid waste management system.

No proposed facility or facility expansion will be sited in the County without a letter from the County Commission stating that the facility is consistent with the Solid Waste Management Plan. The County Commission will hold at least one public hearing to gather input to make this determination.

5.7.3 Assessment of Land Limitation

Approximately 86 percent of the land area in Elbert County is considered unsuitable or of limited suitability for siting a landfill.

The procedure described above, once put into place, will help ensure that facilities sited in the County are consistent with this Plan.

5.7.4 Needs and Goals

The County's goal for land limitation is to ensure that proposed solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable for such developments.

5.8 Implementation Strategies

5.8.1 Summary of County Need and Goals

Elbert County has established the following needs and goals as part of its Solid Waste Management Plan:

- To ensure efficient and effective collection of solid waste in the County over the next ten years.
- To contribute to the statewide goal of 25 percent per capita reduction in the amount of solid waste disposed.
- To ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.
- To ensure that residents and businesses in the region understand the issues, needs, and goals of the solid waste

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- To ensure that proposed solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable for such developments.
- To achieve a balanced and affordable solid waste management plan implementation strategy, while also meeting the goals and requirements of state law.

5.8.2 Statement/Demonstration of 10-Year Collection Capability

Elbert County will continue to offer staffed convenience centers at locations throughout the County while the more densely populated areas of the County, the Cities of Elberton and Bowman, will continue to offer curbside collection.

5.8.3 Statement/Demonstration of 10-Year Disposal Capacity

Elbert County's disposal capacity is assured for the next 10 years through its agreement with Republic Waste Management Company. This contract, which includes disposal assurance, is valid until February of 2010 with ten one-year renewal options.

5.8.4 Short Term Work Program (5-Year List of Programs/Work Activities)

Table 5-17 indicates the five year implementation strategy to meet the County's needs and goals, by element.

Table 5-17
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 - 2008
Elbert County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
	AMOUNT OF WASTE ELEMENT							
<p><i>Goal: To determine the amount and composition of solid waste generated in the region in order to establish a sound information base upon which to make management decisions and determine if state and local goals are met.</i></p>								
1. The County will use EPD's disposal capacity reports and DCA's waste characterization data to quantify the amount and type of waste disposed in the County.	x	x				County		
<p align="center">COLLECTION ELEMENT</p> <p><i>Goal: To ensure efficient and effective collection of solid waste in the region over the next ten years.</i></p>								
1. Elbert County will continue to operate compactor type drop stations for the collection of residential solid waste and recyclables.	x	x	x	x	x	Elbert County	\$52K - \$72K/year	SPLOST*
2. City of Elberton will continue collect residential and commercial waste.	x	x	x	x	x	City of Elberton	Year 1-\$212K + 5% per year	SPLOST
3. City of Bowman will continue to collect residential and commercial waste.	x	x	x	x	x	City of Bowman	Year 1-\$31K + 5% per year	SPLOST
4. Ebert County will continue to offer PAYT.	x	x	x	x	x	Elbert County	---	---

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Table 5-17
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 – 2008
Elbert County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
	WASTE REDUCTION ELEMENT							
<i>Goal: To ensure a 25 percent reduction in the amount of solid waste received at disposal facilities and to sustain waste reduction programs for the next 10 years.</i>								
1. County will continue to operate staffed drop off centers for recycling.	x	x	x	x	x	County	Drop-off - \$10K/site/yr ---	---
2. City of Elberton will continue to operate curbside recycling for its residents.	x	x	x	x	x	City of Elberton	Curb. - \$1.50-\$2.50/house/mo.	N/A
3. The County will continue to investigate the possibility of a county-wide recycling system with possible relocation of the processing facility.	x					County		
DISPOSAL ELEMENT								
<i>Goal: To ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.</i>								
1. Elbert County will continue to have waste hauled from convenience centers to landfill.	x	x	x	x	x	County	---	---
2. County will continue education and enforcement programs concerning illegal dumping.	x	x	x	x	x	County	\$10K/year	Solid Waste Fund/Donations

Table 5-17
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 – 2008
Elbert County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
3. All municipalities will cooperate with the county for disposal option.	x	x	x	x	x	Municipalities	---	---
PUBLIC EDUCATION AND INVOLVEMENT ELEMENT								
<i>Goal: To ensure that residents and businesses in the region understand the issues, needs, and goals of the solid waste management system.</i>								
1. County will continue to work with civic groups for public education.	x	x	x	x		County/Cities	---	---
2. Elbert County Board of Education will continue to conduct public education efforts.	x	x	x	x		County	---	---
3. School curricula regarding aspects of solid waste management, including recycling program and illegal dumping will be put in place.	x					County	---	---
4. All municipalities will work with the County for coordination of public education activities.	x	x	x	x	x	Cities/County	---	---
LAND LIMITATION ELEMENT								
<i>Goal: To ensure that proposed solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable for such developments.</i>								
1. County will ensure sufficient land use controls are in place.	x	x	x	x	x	County	---	---

Table 5-17
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 -- 2008
Elbert County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
2. County will review all permits requests for new solid waste handling facilities or expansions to determine consistency with SWMP.	x	x	x	x	x	County, NEGRSWMA	---	---

*County will hold referendum to continue special purpose local option sales tax (SPLOST). If referendum is successful, a portion of these funds should be used for capital items for collection and disposal.

LETTER OF PARTICIPATION

A large rectangular area enclosed by a thin black border, intended for the text of the letter of participation.



ELBERT COUNTY
Board of Commissioners
10 West Church Street
Elberton, Georgia 30635
706/283-2000
706/283-1818 Fax

MELNA CORNELL, Chairperson
TIM CASE, Vice Chairman
TED DYE, Commissioner
HORACE HARPER, Commissioner
JERRY HEWELL, Commissioner



CHARLES W. KINNEY, Co. Administrator
PHYLLIS H. THOMPSON, Co. Clerk
BILL DAUGHTRY, Co. Attorney

October 18, 2004

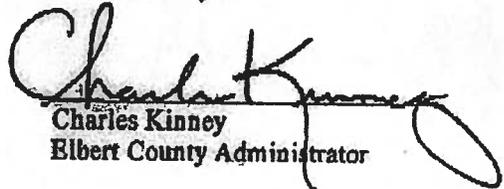
Ms. Kathy Botticello, Coordinator
R.W. Beck, Inc. Engineering Consultants

RE: Northeast Georgia Regional Solid Waste Authority

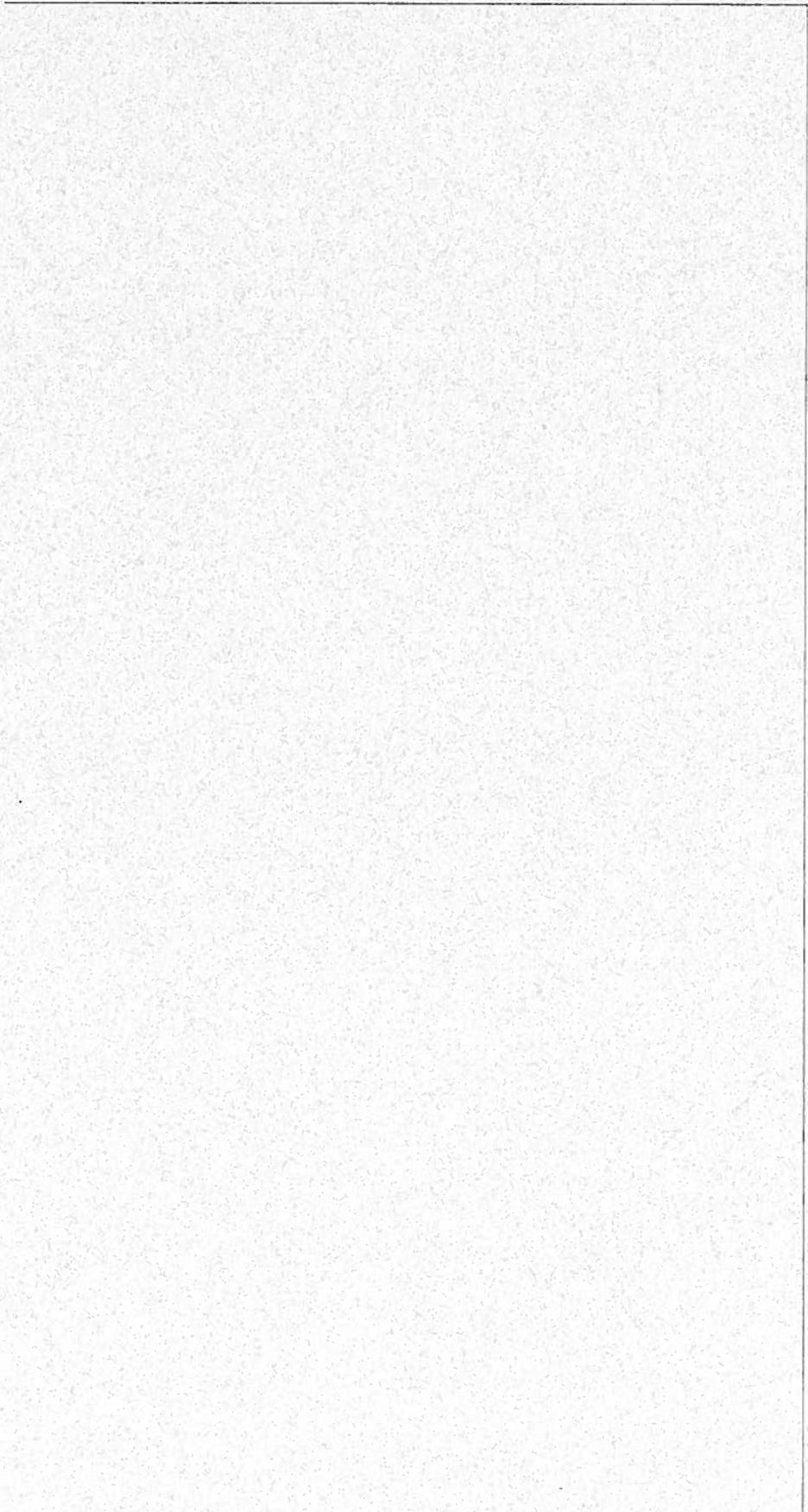
Dear Ms. Boticello,

Elbert County is a member of the N.E.Ga. Regional Solid Waste Authority. Elbert County is participating in the ten (10) county area planning process for updating each member county's plan.

Sincerely,


Charles Kinney
Elbert County Administrator

CAPACITY ASSURANCE





REPUBLIC
SERVICES OF GEORGIA, LLP

967 Carl Bethlehem Road Winder, GA 30680 (770) 867-2499 FAX (770) 307-0934

September 13, 2004

Mr. Lee Campbell
Solid Waste Director
10 West Church Street
Elberton, GA 30635

Dear Mr. Campbell:

The Oak Grove Landfill, Permit No. 007-020D(SL) and Pine Ridge Landfill, Permit No. 018-008D(MSWL) are owned and operated by Republic Services of Georgia, Limited Partnership have in excess of 10 years of disposal capacity.

The landfills are open to the public and accept waste that is acceptable under state and federal regulations from customers in good standing. Elbert County and the municipalities Elberton Bowman as customers in good standing of the landfills will be allowed to dispose of the approximate 14,000 tons of waste generated annually for the next ten years at Pine Ridge and Oak Grove as long as they maintain their current status.

If you need any additional information, please give me a call at (770) 867-2499.

Sincerely,

Mark R. Allen
Area Landfill & Transfer Station Manager

CONTRACT FOR TRANSPORT AND DISPOSAL OF SOLID WASTES

ELBERT COUNTY, GEORGIA

THIS SOLID WASTE DISPOSAL CONTRACT (hereinafter referred to as this "Agreement" is entered into effective as of the 17th day of February, 2000 by and between REPUBLIC WASTE MANAGEMENT COMPANY, a Delaware Corporation, hereinafter referred to as "Contractor" and Elbert COUNTY, GEORGIA, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, the County has resolved to seek competitive bids for the hauling and disposal of solid wastes; and,

Whereas, the contractor was the successful low qualified bidder; and,

WHEREFORE THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. **TERM OF AGREEMENT:** This agreement shall be for 1 year, beginning February 17, 2000 and continuing until February 17, 2010.
2. **RENEWAL OPTION:** The County shall have the right to renew and extend this contract each year for an additional (1) year term with identical terms and provisions. The annual renewal option shall continue in force for a total of ten (10) one (1) year terms. The County shall give written advance notice not less than 60 days prior to the expiration of any annual term should the County not wish to renew the contract for the following year. Continued shipment by the County of wastes with Contractor after the end of any one year term without giving advance written notice of non renewal shall continue renewal of the contract for an additional 1 year term.
3. **PRICE FOR DISPOSAL SERVICES:** The County shall pay to Contractor on a monthly basis in arrears \$25.93 per ton for each ton solid waste removed from the transfer station by the Contractor or its agents. This per ton fee is inclusive of all transportation and disposal costs together with fees imposed by federal, state and local governments. The County agrees to make payment to the Contractor within 30 days of receipt of the Contractor's transportation and disposal invoice. If payment is not made within the 30-day period, the County agrees to a late fee charge of 2% per month added to the original invoice.
4. **SERVICES PROVIDED BY CONTRACTOR:** The Contractor is in the business of operating municipal landfills. The Contractor under this agreement agrees to haul and properly dispose of the municipal Solid waste stream delivered to the transfer station operated by Elbert County. Specifically, the Contractor provides the waste hauling trailers, over the road transport and the facility for disposal. The Contractor shall provide adequate waste hauling trailers on a daily basis for use at the Elbert County facility.
5. **FACILITIES AND SERVICES PROVIDED BY COUNTY:** Elbert County will be operating a transfer station at the Elbert County Landfill. The County agrees to provide and operate at County expense the transfer station thereby loading the trailers and tarping the trailers in preparation for transport provided by Contractor. The County will be responsible for damages caused to the trailers caused by improper loading, normal wear and tear excepted.

6. ADJUSTMENT OF PER TON PRICE/CPI ANNUAL ADJUSTMENTS: No adjustments shall be made for the first 1 year term. For the second year and subsequent renewal terms of this contract, the per ton price shall be adjusted to equal any change in the Consumer Price Index as measured by the United States Department of Labor's Bureau of Labor Statistics for the prior calendar year. Contractor agrees the price shall be adjusted only once each 1-year term. The adjustment of price shall be limited to no more than 5%, [provided unless and in the limited event the Consumer Price Index increases for the prior year exceed 10%. In this limited event the Contractor reserves the right to negotiate the increase with the County, but in no event shall any negotiated increase exceed the change of the index.

7. ADJUSTMENT OF PER TON PRICE/EXTRAORDINARY LIVIES: The initial per ton price paid by the County is inclusive of \$2.00 per ton of levies imposed by the State of Georgia under Sections 12-8-39 (d) and 12-8-27.1 of the Georgia Comprehensive Solid Waste Management Act of 1990 as amended and by Barrow County under the Host Agreement with the Contractor. If at any time during the initial term or during any renewal term these fees are adjusted or other extraordinary levy is imposed on the disposal of waste by local, state or federal government, then in that event the cost of such adjustment in fee or extraordinary levy shall be applied to the per ton fee paid by the County. Notwithstanding any other provision to the contrary contained herein, in the event that during the term of this agreement there is levied upon Republic Waste Management Company, or upon the operations of the Oak Grove Landfill or Pine Ridge Landfill any extraordinary tax, assessment or levy by any government authority (but not related to any action, omission or condition of Oak Grove Sanitary landfill), which tax, assessment or levy increases in a material manner Oak Grove Sanitary landfill's cost of operation of the Oak Grove Sanitary landfill will be added immediately to the disposal price to be paid by the County hereunder. In any event, Contractor shall promptly notify County of any such changes and amount thereof.

8. LOCATION OF DISPOSAL SITE/HOURS OF OPERATION:
 - (a) The Contractor intends to deliver the waste generated by the County to its Oak Grove Sanitary Landfill in Barrow County, Georgia. The Contractor shall be free to deliver the waste generated by the County to any licensed and lawfully operated sub-title D facility of Contractor's choosing without adjustment of price. In the event the Oak Grove Landfill cannot accept the solid waste from Elbert County; the Contractor will deliver the solid waste to its Pine Ridge Landfill in Butts County.

 - (b) The Oak Grove Sanitary Landfill will be open to accept solid waste between the hours of 4:30 A.M. to 5:30 P. M. Monday through Friday and on Saturday from 6:00 A. M. until noon. The County transfer facility will be opened for such hours as the County may determine from time to time. However, the County will take reasonable measures to allow access to the facility by the Contractor or its agents, to remove loaded trailers and drop empty trailers for loading. Contractor will transport waste on Saturdays as necessary, provided such waste can be delivered to Oak Grove Sanitary Landfill before Saturday closing time of 12:00 noon. The daily cutoff time shall be 5:00 P.M., however, the County agrees to allow access to Contractor to the County Transfer Station beyond the operational hours established by the County at the County Transfer Station. This access will facilitate the efficient removal of waste from the Transfer Station.

9. **SOURCES OF SOLID WASTE:** Elbert County has historically provided solid waste disposal services to the residents of Elbert County. The present waste stream from present sources is estimated to be approximately 65 tons per day, 5 days a week. The County is free to accept wastes at the Elbert County facility to include the same wastes covered by this contract from such municipal and private sources as the County may deem proper. Furthermore, the County presently operates the facility. The County shall be free to expand its recycling operations or reduce the scale thereof as the County deems prudent.
10. **GUARANTEE OF WASTE VOLUME:** The County makes no guarantee of its waste volume to Contractor. However, due to the Contractor's cost of trucking, the County agrees that a minimum charge based upon a minimum load of 19 tons shall be charged for all loads leaving the County facility. The trailers are capable of being loaded to carry as much as 22 tons and may legally carry that weight.
11. **CONTRACT DISPUTE RESOLUTION:** The County and the Contractor agree to provide each other written documentation regarding contract disputes. The County and the Contractor further agree to a period of ninety (90) days for the successful resolution of conflicts. If any conflicts cannot be resolved during the ninety (90) day period, either the County or the Contractor can notify each other of the inability to resolve said conflict, to provide for a ninety (90) day period to end the contract.
12. **SYSTEM OF WEIGHTS AND MEASURES:** All waste leaving the transfer station shall be weighed on the scales maintained and operated by the County at its Elbert County facility. Scale tickets shall be provided to the Contractor and this shall be the basis for auditing the weights and charges generated by the Contractor. Republic Waste Management Company will utilize its scales, personnel and billing services to establish a program satisfactory to Republic Waste Management Company, the County, the State and the Federal Government to sample, weigh and measure incoming waste. This system will serve as the basis for: (1) establishing the invoice for services; (2) measuring and reporting progress in meeting State and Federal standards for waste reduction over time; (3) provide for standards in waste acceptance so that violations do not occur which would involve hazardous, medical, or other non-permitted forms of waste which would jeopardize both Republic Waste Management Company and Elbert County.
13. **INDEMNITY BY CONTRACTOR:** Republic Waste Management Company shall indemnify and hold harmless Elbert, and its respective officers, directors, agents and employees from and against all liabilities, expenses (including, but not limited to, reasonable attorney's fees and expenses of investigation and litigation), claims and damages which any such person or entity may at any time suffer or sustain or become liable for by reason of any accidents, damages, or injuries, including, without limitations, injuries resulting in death, either to persons or property, real or personal or both, of the County, its agents and employees of Elbert County, or to any other parties in any manner caused by or resulting from any acts of Republic Waste Management Company, Republic Waste Management Inc. and Oak Grove Sanitary landfill in violation of this Agreement.
14. **REPRESENTATIONS AND WARRANTIES OF COUNTY:** Elbert County represents and warrants unto the Contractors as follows:
 - (a) The subject contract is duly authorized and is the valid agreement of the Elbert County Commission.
 - (b) The Commission has the legal authority to enter into this agreement and have legally carried out their authority.
 - (c) The parties executing this contract on behalf of the County and the full authority and approval of the Commissioners to execute the same on behalf of the County.

15. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR: Republic Waste Management does hereby represent and warrant unto the County as follows:

- (a) The Contractor represents that Republic Waste Management Company is the lawful owner of all the real property comprising the Oak Grove Sanitary Landfill, and has obtained or has lawful rights to use all federal, state, and local licenses, permits and approvals, required to operate the Oak Grove Sanitary Landfill as currently operated and as contemplated by this Agreement, and will operate the Oak Grove Sanitary Landfill in compliance with all such licenses, permits and approvals, and all applicable federal, state and local laws, ordinances, requirements, orders, directives, rules and regulations.
- (b) Further, the Contractor represents that Republic Waste Management Company as the lawful owner of all the real property comprising the Oak Grove Sanitary Landfill, will during the term of this agreement, maintain all federal, state and local licenses, permits and approvals required to operate the Oak Grove Sanitary Landfill in compliance with all applicable federal, state and local laws, ordinances, requirements, orders, directives, rules and regulations.
- (c) The contractor agrees to remove, haul and properly dispose of all waste on a daily basis, Monday through Saturday, loaded by the County onto the trailers supplied by the Contactor.
- (d) The Contractor agrees to provide lawful disposal in a "subtitle D lined landfill" of the waste loaded by the County for the price detailed herein, the same being the Oak Grove Sanitary Landfill in Barrow County, Georgia or some other alternative site identified by Contractor.

16. INSURANCE: The Contractor shall provide evidence of insurance deemed adequate by the County and shall add Elbert County as an "insured" on its policies of:
General Liability
Automobile Liability, and
Workers Compensation.

Further, the Contractor shall require any subcontractor performing any tasks of the Contractor under this agreement to provide automobile and or liability insurance and other required coverages deemed adequate by the County and to show Elbert County as an "insured" under said policies.

17. NOTICES: whenever in this Agreement it shall be required or permitted that notice be given or served by either party hereto on the other, such notice shall be in writing and shall be deemed served when either party hereto on the other, such notice shall be in writing and shall be deemed served when either delivered in person or by telecopy to the following designated agents for that purpose, or when deposited in the United States Mail, by certified or registered mail, postage prepaid, return receipt requested, addressed to the other party as follows:

If to County: Mr. Charles Kinney
 Elbert County Administrator
 Elbert County
 10 West Church Street
 Elberton, Georgia 30635

 Ph. 706-283-2000
 Fax 706-283-1818

or such other address as County may hereinafter designate by written notice to Contractor.

Any notice to be served on Contractor shall be addressed as follows:

If to Contractor: Republic Waste Management Company
Oak Grove Sanitary Landfill
Attn: Mr. Jeff Gaker
Landfill Marketing Manager
967 Carl Bethlehem Road
Winder, GA 30680

(770) 867-2499
(770) 307-0934 Fax

Or such other address as Contractor may hereinafter designate in writing.

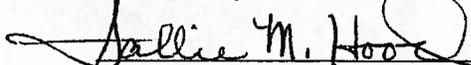
18. **NO WAIVER:** No waiver of any of the provisions of this Agreement shall be deemed, or constitute a waiver of any other provision, whether or not similar, nor shall any waiver at any one time constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. No failure by either party to demand full performance of the other in one instance shall constitute a waiver of the right to demand full performance in a subsequent event.
19. **SUCCESSORS AND ASSIGNS:** The terms of this Agreement shall inure to the benefit of and be binding upon the respective purchasers, assigns or successors of Republic Waste Management Company.
20. **CONSTRUCTION AND AGREEMENT:** This agreement shall be construed and enforced in accordance with the laws of the State Georgia and jurisdiction and venue of any legal proceeding in connection herewith shall be proper only in Elbert County, Georgia. Whenever the singular number is used herein, the same shall include any other gender where appropriate. Captions contained herein are inserted only for the purpose of convenient reference, and in no way define, limit or describe the scope of this agreement or any part hereof.
21. **ENTIRE AGREEMENT:** This Agreement embodies the entire Agreement between County and Contractor and shall not be modified, changed or altered in any respect, except in writing, executed in the same manner as this Agreement by the parties hereto. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.
22. **FORCE MAJEURE:** The obligations of the County, except for the obligation to pay for services provided, and the obligations of the Contractor hereunder are subject to and excused in the event of (I) strikes, riots, wars or acts of God which prevent performance by either party, (II) governmental orders, decrees or regulations which delay, bar or prevent the operation of the County's transfer station, transport of wastes, or operation of the Oak Grove Sanitary Landfill or (III) the denial, loss, suspension, expiration, termination or failure of issuance or renewal of any permit, license or other governmental approval required to operate the County's Transfer Station, transportation of wastes or operation of the Oak Grove Sanitary Landfill. The party affected by the Force Majeure event shall give prompt notice to the other Party and shall give prompt notice to the other party and shall take all reasonable steps to cure the problem and provide performance, including in the instance of the Contractor, providing shipment of waste to an alternative site. In the event that the Force Majeure event, continues for a period of ninety 90 days, the party not directly experiencing the Force Majeure event, shall have the option of terminating the contract whereupon the parties shall have no further liability to each other.
23. **TIME FOR PERFORMANCE:** Time is of the essence in all this Agreement. Whenever under the terms of this Agreement the time for performance falls on a Saturday, Sunday or Legal Banking Holiday, such time for performance shall be on the next day that is not a Saturday, Sunday, or Legal Banking Holiday.

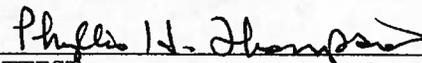
24. PARTIAL INVALIDITY: County and Contractor intend and believe that each provision in this Agreement comports with all applicable local, state and Federal laws and judicial decisions. However, if any provision or provisions in this Agreement which is or are not materially related to the liability of the parties hereto, or to the conditions to Contractors obligations to consummate the transaction contemplated herein, is found by a court of law to be in violation of any applicable local, state or Federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions of this agreement to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of both seller and purchaser that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the right, obligations and interest of the parties under the remainder of this agreement shall continue in full force and effect.

25. MISCELLANEOUS: Any verbal agreement not expressed herein shall not be binding upon the parties.

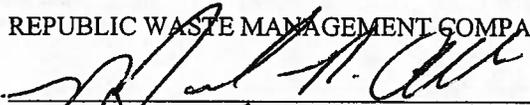
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Elbert County Commission Chairwoman


BY: Sallie Hood, Chairwoman


ATTEST:

REPUBLIC WASTE MANAGEMENT COMPANY, CONTRACTOR


BY: ITS GENERAL MANAGER

ATTESTS: ITS Marketing Manager

Willis CERTIFICATE OF INSURANCE

PAGE 2 OF 2

ISSUE DATE (MM/DD/YY)
16-FEB-2000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

<p>INSURED 36296 Oak Grove Sanitary Landfill 967 Carl-Bethlehem Road Winder GA 30680</p>	<p>PRODUCER Willis Corroon Corporation of South Carolina P.O. Box 2007 Greenville SC 29602 (864) 232-9999 Mary Elen Lindsey</p>
--	--

COVERAGES:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
-------------------	---------------	----------------------------------	-----------------------------------	--------

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
It is agreed that Elbert County, Georgia is included as an Additional Insured in regards to General, Automobile and Umbrella Liability, but solely as respects all work performed and vehicles used by or on behalf of the Named Insured.

<p>CERTIFICATE HOLDER Elbert County, Georgia GA</p>	<p>CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE <i>Susan S. Finley</i></p>
---	---

ACORD CERTIFICATE OF LIABILITY INSURANCE

PAGE 1 OF 2 DATE (MM/DD/YY) 16-FEB-2000

PRODUCER
 Willis Corroon Corporation of South Carolina
 P.O. Box 2007
 Greenville SC 29602
 (864) 232-9999

36296

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- 19429-002 (GREN)
 COMPANY Insurance Company of the State of Pennsylvania
A
- 23817-001 (GREN)
 COMPANY Illinois National Insurance Co.
B
- 19720-001 (GREN)
 COMPANY American Alternative Insurance Corporation
C
- 23043-003 (GREN)
 COMPANY Liberty Mutual Insurance Company
D

Mary Ellen Lindsey

INSURED

Oak Grove Sanitary Landfill
 967 Carl-Bethlehem Road
 Winder GA 30680

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	RMGL6122858	30-JUN-1999	30-JUN-2000	GENERAL AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNERS & CONTRACTORS PROT				EACH OCCURRENCE \$ 1,000,000
					FREE DAMAGE Any one fire \$
					VED EXP Any one person \$
B	AUTOMOBILE LIABILITY	RMCA5347243	30-JUN-1999	30-JUN-2000	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SO-SCHEDULED AUTOS				PROPERTY DAMAGE \$
<input checked="" type="checkbox"/> RENTED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY \$
					EACH ACCIDENT \$
					AGGREGATE \$
C	EXCESS LIABILITY	01A2UM000022000	30-JUN-1999	30-JUN-2000	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 4,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WA265D004207019	30-JUN-1999	30-JUN-2000	WC STAT. TORTORY LIMITS OT-EE
		WC2651004207029	30-JUN-1999	30-JUN-2000	EL EACH ACCIDENT \$ 1,000,000
	<input type="checkbox"/> THE PROPRIETOR/PARTNER/EXECUTIVE OFFICERS ARE				EL DISEASE POLICY LIMIT \$ 1,000,000
	<input type="checkbox"/> EXCL				EL DISEASE EA EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
SEE ATTACHED

CERTIFICATE HOLDER

Elbert County, Georgia

GA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Susan D. Finley

ACORD CERTIFICATE OF LIABILITY INSURANCE

ID KA
MARLE-1

DATE (MM/DD/YY)
02/15/00

PRODUCER
YATES INSURANCE & REAL ESTATE
P.O. BOX 1047
DUBLIN GA 31040
Phone: 912-272-1525 Fax: 912-275-3898

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
MAR-LETA FARM, INC.
ROGER McHVOY
2922 GREENSBORO ROAD
WASHINGTON GA 30673

INSURER A: **CLARENDON NATIONAL INS. CO.**
INSURER B: **GREAT AMERICAN INS. CO.**
INSURER C: **AMERICAN INTERSTATE INS. CO.**
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	DGN002330	07/01/99	07/01/00	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	99WCGA138037	07/02/99	07/02/00	<input checked="" type="checkbox"/> MC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 100000 E.L. DISEASE - POLICY LIMIT \$ 500000
B	OTHER TRANSPORTATION-COV	IMP9975790	09/07/99	09/07/00	CARGO \$15,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

ELBERT COUNTY
10 WEST CHURCH ST
ELBERTON GA 30635

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

TODD YATES *Todd Yates* *HS*

Section 6 GREENE COUNTY

6.1 Description of the County

6.1.1 Background

Greene County is located on the southeastern edge of the planning area and covers approximately 406 square miles. The county has five municipalities, the largest of which is Greensboro, the county seat. The others are Siloam, Union Point, White Plains, and Woodville.

6.1.2 Population

The most recent population figures from the 2000 U.S. Census show the County population to be 14,406. Table 6-1 shows the 2000 population, by census zone. The 2000 census projected relatively slow growth for Greene County from 2000 through 2010. The 2004 population is estimated at 15,695.

**Table 6-1
Greene County and Census Zone Population**

City	Population
Greensboro CCD, Greene County, Georgia	7,261
Greshamville CCD, Greene County, Georgia	1,000
Siloam CCD, Greene County, Georgia	1,169
Union Point CCD, Greene County, Georgia	2,491
White Plains CCD, Greene County, Georgia	1,425
Woodville CCD, Greene County, Georgia	1,060
TOTAL	14,406

Source: 2000, U.S. Census

Section 6

6.1.2.1 Seasonal Population Changes

The County does not experience any significant seasonal changes in population.

6.1.2.2 Number of Households

The total number of households in the County planning area in 2000 was 6,653. Table 6-2 shows the number of single and multi-family households in the planning area from the 2000 U.S. Census.

Table 6-2
Housing Units in Greene County

Type	Amount
Single Family Housing	4,893
Multi-Family Housing	1,760
Total	6,653

Source: 2000, U.S. Census

6.1.3 Economic Activity

As identified by the Georgia Department of Labor (2002) Table 6-3 indicates for the County the number of businesses and number of employees for each sector identified by NAISC code.

Table 6-3
Greene County Employment by NAICS Category

GREENE COUNTY		
Industry	Number of Firms	Number of Employees
Goods Producing	90	1,579
Agriculture, forestry, & fishing	20	274
Mining	*	*
Construction	51	588
Manufacturing	18	697
Food Manufacturing	0	0
Beverage & tobacco mfg	0	0
Textile mills	*	*
Textile product mills	*	*
Apparel Manufacturing	0	0
Leather & allied product mfg		

GREENE COUNTY

GREENE COUNTY		
Industry	Number of Firms	Number of Employees
Wood product Manufacturing	*	*
Paper Manufacturing	*	*
Printing and related activities	*	*
Petroleum and coal products mfg	*	*
Chemical Manufacturing	*	*
Plastics & rubber products mfg	3	126
Nonmetallic mineral product mfg	*	*
Primary metal Manufacturing	*	*
Fabricated metal product mfg	*	*
Machinery Manufacturing	*	*
Computer & electronic product mfg	0	0
Electrical equipment/appliance	0	0
Transportation equipment	0	0
Furniture and related product mfg	3	6
Miscellaneous mfg industries	*	*
Service Producing	245	2,076
Wholesale trade	25	157
Retail trade	50	447
Transportation and warehousing	14	20
Utilities	*	*
Information	3	13
Finance and insurance	22	148
Real estate and rental and leasing	14	24
Professional, scientific/tech svcs	29	100
Management: companies/enterprises	*	*
Administrative and waste svcs	13	56
Educational services	*	*
Health care and social services	24	213
Arts, entertainment and recreation	6	125
Accommodation and food services	21	614
Other services (except government)	19	49
Unclassified - industry not assigned	9	18
Total - Private Sector	344	3,673
Total - Government	37	933
Federal government	7	46

GREENE COUNTY		
Industry	Number of Firms	Number of Employees
State government	14	94
Local government	16	794

6.2 Waste Disposal Stream Analysis

6.2.1 Inventory of Waste Disposed

Greene County estimates that approximately 10,000 tons of waste was delivered to MSW landfills in 2003. The Georgia Division of Environmental Protection reports that 1,383 tons of waste was disposed in MSW landfills from Greene County between the fourth quarter of 2002 through the third quarter of 2003. However, since this results in a less than half a pound per capita per day, Greene County has used its own estimates of 10,000 tons per waste disposed per year. Even using Greene County's data, the resulting 3.56 pounds per capita per day is lower than the State average. This is likely due to illegal disposal as well as residents use of green boxes in neighboring Taliaferro County. EPD reports that a total of 476 tons of waste was disposed in construction and demolition landfills from Greene County.

Table 6-4 shows the results of an analysis that breaks down the waste disposed from Greene County in MSW and C and D landfills by sector. A telephone survey of landfills in the State of Georgia, conducted by R.W. Beck, Inc., suggests that of the waste delivered to MSW landfills, 66.6 percent is MSW (generated by the commercial or residential sector), 12.3 percent is construction and demolition debris, 14 percent is industrial, and 7.1 percent is sludge or biosolids. These percentages were applied to the amount of waste disposed of in MSW landfills from Greene County and its municipalities.

**Table 6-4
Waste Disposed by Section (4Q 2002 through 3Q 2003)
Greene County**

Sector	Tons to MSW Landfill	Tons to C&D Landfill	Total Tons
Residential	3,928		3,928
Commercial	2,732		2,732
Industrial	1,400		1,400
C&D	1,230	476	1,706
Sludge/Biosolids	710		710
TOTAL	10,000	476	10,476

To breakdown the MSW portion of the waste disposed in a MSW landfill by residential and commercial generators, preliminary results from the first season of sampling for the Georgia Department of Community Affairs (DCA) waste composition study were used. Results from 120 samples taken from three landfills in the State indicated that approximately 32 percent of the waste stream comes from commercial generators and 46 percent comes from residential generators. The remaining 22 percent was in transfer trailers and thus the source was not identifiable. For purposes of this analysis, it is assumed that the waste in the transfer trailers has the same residential/commercial split as the rest of the MSW delivered to the MSW landfills.

6.2.1.1 Waste Characterization

Preliminary analysis of waste characterization from the DCA sampling study shows the percentage of each type of material in the commercial and residential waste disposed of in an MSW landfill, shown in Table 6-5. These results suggest that 63 percent of the residential and commercial waste disposed of in Georgia landfills is paper or organic material. Once the waste characterization study is complete, these percentages can be revised to be more specific to the northeast Georgia region.

**Table 6-5
Projected Characterization of MSW Disposed from Greene County¹**

Material	Average
Newspaper	4.9%
Corrugated Cardboard	9.6%
Office	2.5%
Magazine/Glossy	3.0%
Paperboard	3.9%
Mixed (Other Recyclable)	3.3%
Other (Non-recyclable)	10.0%
Total Paper	37.2%
#1 PET Bottles	1.7%
#2 HDPE Bottles	1.2%
#3-#7 Bottles	0.3%
Expanded Polystyrene	1.6%
Film Plastic	8.1%
Other Rigid Plastic	3.9%
Total Plastic	16.9%

Section 6

Material	Average
Clear	2.0%
Green	0.5%
Amber	1.6%
Other	0.5%
Total Glass	4.6%
Steel Cans	1.9%
Aluminum Cans	1.0%
Other Ferrous	2.9%
Other Non-Ferrous	0.8%
Total Metal	6.6%
Yard Waste	1.5%
Wood (non-C&D)	2.1%
Food Waste	11.9%
Textiles	3.8%
Diapers	2.7%
Fines	3.3%
Other Organics	0.8%
Total Organics	26.0%
Drywall	0.2%
Wood	3.1%
Inerts	0.2%
Carpet	1.4%
Other C&D	1.0%
Total C&D	5.9%
Televisions	0.1%
Computers	0.1%
Other Electronics	1.3%
Tires	0.3%
HHW	0.2%
Other Inorganics	0.9%
Total Inorganics	2.8%
Total	100.0%

¹ Based on sampling data from Georgia Waste Characterization, Fall 2003

6.2.1.2 Unique Conditions and/or Seasonal Variations

Greene County knows of no unique conditions or seasonal variations that will dramatically change the amount of waste projected.

6.2.1.3 Waste Generating Disasters

Without knowing the type and degree of an unanticipated disaster, Greene County can not project the amount or type of waste that would need to be managed. However, any additional yard trimmings that would need to be disposed would be delivered to Oconee Sand and Gravel or Greene County's inert landfill. Any additional MSW would be delivered to one of the landfills used by Attaway Waste Services.

6.2.2 Projections of Waste to be Disposed

Table 6-6 shows waste projections based on the estimated per capita waste disposed in the most recent year for which data are available. In Greene County, .69 tons were disposed of per capita per year, .65 tons per capita per year in MSW landfills. If this per capita disposal rate were to remain the same, it is estimated that 13,053 tons per year would be disposed by the end of the planning period.

**Table 6-6
Waste Disposal Projections at Current Per Capita Disposal Rate
Greene County**

Estimated Per Capita Disposed	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Population	15,695	16,001	16,313	16,631	16,955	17,286	17,750	18,096	18,449	18,808
Tons	10,893	11,105	11,321	11,542	11,767	11,996	12,319	12,559	12,803	13,053

6.2.2.1 Per Capita MSW Disposal Reduction Goal

In 1991, the Northeast Georgia Regional Solid Waste Management Plan estimated that 1.23 tons per capita per year were being disposed from Greene County. Based on these numbers, the per capita disposal rate in Greene County has declined by 47 percent between 1991 and 2003. Although these are the best historical data available, it is important to recognize that tonnage data, especially from 1991 when most landfills in the State did not have scales, are estimates. Therefore, the estimate of waste reduction may not be accurate. Greene County will continue to promote waste reduction and recycling to minimize the amount of waste being disposed of from the County.

6.3 Waste Reduction Element

6.3.1 Inventory of Waste Reduction Programs

This section provides detailed information on Greene County's existing waste reduction programs that target the residential, commercial/institutional, industrial, construction and demolition, and yard trimming sectors and waste streams.

6.3.1.1 Source Reduction Programs

Greene County promotes source reduction through education and public involvement initiatives detailed in the Education and Public Involvement section of this Plan.

6.3.1.2 Recycling

Greene County has a contract with a private firm to provide a single, staffed drop-off center at the Greene County Regional Airport. The drop-off center accepts aluminum, newspaper, plastics (#1 and #2), metals, glass, corrugated cardboard, white goods, brown goods, batteries and used motor oil. The County public schools, fire stations and some charitable organizations also collect aluminum beverage cans. Tires are recycled through local tire dealers. All of the cities in Greene County rely on County programs. Union Point contracts for a roll-off container to collect brown and white goods. Tables 6-7, 6-8, and 6-9 describe the recycling programs, markets, and facilities in Greene County.

**Table 6-7
Recycling Programs in Greene County (2003)**

Type of Program	Jurisdictions	Operated by:	Materials Accepted
Staffed Drop-off Center	Greene County	Greene County	Newspaper
			Aluminum Cans
			Glass Bottles
			Plastics
			Metals
			Corrugated Cardboard
			White Goods
			Brown Goods
			Batteries
Motor Oil			
Aluminum Can Recovery	Greene County	Fire stations, public schools, charities	Aluminum cans

**Table 6-8
Businesses that Accept Recyclables from Greene County**

Name	Location	Accepts Material from:		Materials Accepted
		Geographic Area	Sector	
Alcan Roll Products	Greensboro, GA	Greene County	Commercial/Industrial	Processed recovered aluminum cans
HB& Sons	Greensboro, GA	Greene County	Residential/Commercial	Metals, Ferrous Metals, Metal Appliances, Autos, Non Ferrous Metals, Aluminum Cans
Southern Yard Products	Greensboro, GA	Greene County	Residential/Commercial	Yard trimmings, grass clippings, leaves

Source: Georgia Recycling Markets Directory

**Table 6-9
Recycling Facilities**

Facility Name	Facility Type	Owner/ Operator	Jurisdictions Served	Sectors Served	Materials Accepted
Alcan Roll Products	MRF	Alcan Roll Products	Greene County	Commercial Industrial	Aluminum cans

6.3.2 Yard Trimmings Programs and Facilities

The County contracts with a private firm to provide a container for yard trimmings at the drop-off center at the airport. The City of Greensboro provides curbside collection of yard trimmings and storm downed limbs and trees for all City residents. The collected material is mulched and hauled to city property or given to residents for use as landscaping material. Union Point also provides curbside collection of yard trimmings. Table 3-10 describes the yard trimmings programs in the County.

Section 6

**Table 6-10
Yard Trimmings Programs (2003)**

Program	Owner/Operator	Jurisdictions Served	Sector Served*	Materials Accepted	Final Disposition
Drop off Program	Greene County/Private Hauler	Greene County	Residential	Yard trimmings	Mulched
Municipal curbside pick up	City of Greensboro	City of Greensboro	Residential	Yard trimmings and limbs	Mulched and made available to residents
Municipal curbside pick up	City of Union Point	City of Union Point	Residential	Yard trimmings	Mulched

6.3.2.1 Items Requiring Special Handling

Items requiring special handling are accepted at the County's manned drop-off center at the Green County Regional Airport. Items accepted there include:

- Used motor oil;
- White goods;
- Lead acid batteries; and
- Brown goods.

Tires are recycled through individual tire dealers. Table 6-11 summarizes these programs.

**Table 6-11
Programs for Materials Requiring Special Handling (2003)**

Material	Targeted Sector(s) ¹	Management Strategy	Final Disposition of Material(s)
Used Motor Oil	R, C	Collected at staffed County drop-off center	Attaway Waste Services handles disposal
White Goods	R, C	Collected at staffed County drop-off center	Attaway Waste Services handles disposal
Lead Acid Batteries	R, C	Collected at staffed County drop-off center	Attaway Waste Services handles disposal
Brown Goods	R,C	Collected at staffed County drop-off center	Attaway Waste Services handles disposal
Tires	R	Individual dealers collect	Recycled

¹ R= Residential, I=Industrial, C=Commercial, CD= C&D
Source: Greene County Solid Waste Department

6.3.3 Assessment of Waste Reduction Programs

With its relatively small and disperse population, at-the-source collection of recyclables is not feasible throughout Greene County. The County does offer drop-off centers for residents and businesses that want to recycle. Based on the information reported in the Waste Disposal Stream Analysis, results indicate that 63 percent of the waste disposed in landfills sampled in Georgia is paper or organic waste. These results would indicate the County might want to consider stepping up efforts to promote awareness of paper recycling and organic mulching opportunities to increase diversion rates for these materials.

6.3.4 Needs and Goals

Based on the inventory and assessment, adequacy of current programs and other programmatic options, including costs, Greene County has developed the following waste reduction needs and goals:

- Ensure that the County continues to pursue the State's 25% reduction in the amount of solid waste received at disposal facilities;
- Increase education and awareness of recycling programs and opportunities for paper and organic waste materials; and
- Sustain waste reduction programs for the next 10 years.

6.4 Collection Element

6.4.1 Inventory of Existing Collection Programs

Greene County contracts with a private hauler, Attaway Waste Services, for countywide curbside collection of residential household waste for all county residents including those living inside the city limits of Greensboro, Siloam, White Plains, Woodville, and Union Point. Collection is once per week, per household on a regular schedule. A total of 6,950 households are serviced by this contract.

Commercial and industrial waste is collected through an arrangement between the generator and a private hauler. C&D is collected by several private firms hired by the builder or developer. C&D is disposed of by the hauler.

Yard trimmings are not collected by the County but accepted at the drop-off center at the airport. Greensboro and Union Point both provide curbside collection of yard trimmings and storm downed limbs.

Union Point also provides curbside collection of brown and white goods and contracts for a roll-off container for these items. A list of the haulers operating in the County and a description of the collection programs are described in Tables 6-12 and 6-13.

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Table 6-12
Haulers Operating in Planning Area

Hauler Name	Hauler Address	Sector Served¹	Jurisdiction(s) Served	Arrangement²
Attaway Waste Services	131 Britt Waters Road, NW Milledgeville, GA 31061	R	Greene County	Operates under contract to Greene County and provides collection for Greensboro, Siloam, Union Point, White Plains, and Woodville.
SDS	Milledgeville, GA	C	Greene County	Businesses contract directly with the hauler.

¹ R= Residential, I=Institutional, C= Commercial, CD= C&D

² I.e., contract with local government, franchise agreement with local government, independent contract with generators, etc.

Source: Greene County Solid Waste Department

**Table 6-13
Inventory of Collection Programs**

Type	Collector	Program Description	Jurisdictions Served	Sectors Served ¹	Number of Households/Businesses served, if available ²	Contractual Arrangements
Curbside Collection	Attaway Waste Services	Weekly curbside collection of garbage, recyclables.	Greene County, Greensboro, Siloam, Union Point, White Plains, Woodville	R	6,950	Hauler contract with Greene County.
Commercial Collection	Private Haulers	Collection as negotiated by businesses,	Greene County	C	N/A	Entities arrange for collection with hauler of choice.
C&D Collection	Private Haulers	Collection as negotiated by builders/ developers	Greene County	C&D	N/A	Builders & developers arrange for collection with hauler of choice.
Yard Trimmings Curbside Collection	Union Point and Greensboro	Yard Waste Collection	Union Point and Greensboro	R	N/A	The Cities provide collection.
White and Brown Goods Curbside Collection	Union Point	White & Brown Goods Collection	Union Point	R	N/A	City collects and contracts for a roll-off container.

1 R= Residential, I=Institutional, C= Commercial, CD= C&D
 2 Private haulers may not be willing to provide this information.
 Source: Greene County Solid Waste Department

6.4.1.1 Contingency Strategy

In the event of an emergency or natural disaster, the County would contract with additional private haulers to ensure that collection operations were not interrupted. The County estimates that it would take two to three days to implement a contingency plan.

6.4.2 Assessment of Collection Programs

Residential waste collection in the County is comprehensive, with curbside collection of solid waste available to all residents in the County. As long as private haulers are

Section 6

available to collect from the commercial and industrial sector, the system of businesses contracting directly with private haulers seems to be serving their needs.

6.4.3 Inventory of Illegal Dumping/Littering

The County has experienced some problems with illegal dumping, primarily in rural areas.

6.4.4 Assessment of Programs to Address Illegal Disposal

The Sheriff's office issues tickets and fines illegal dumping offenders. The Sheriff's office will also provide speakers to civic groups or businesses to educate the public on illegal dumping.

6.4.5 Needs and Goals

Greene County's goal for collection is to ensure efficient and effective collection of solid waste in the region over the next ten years.

6.5 Disposal Element

6.5.1 Inventory of Solid Waste Disposal Facilities

There are no disposal facilities permitted in Greene County. Greene County has a contract with Attaway Waste Services for countywide pick-up and disposal of municipal solid waste. Attaway transports County waste to the Athens-Clarke County landfill near Athens. In 2003, most of the waste from Greene County was disposed of at Oak Grove landfill in Barrow County. Smaller amounts of waste were delivered to Hickory Ridge, Pine Ridge, Live Oak, and Eagle Point landfills. Construction and demolition debris was disposed of at the US-78 C&D landfill in Walton County and at the Oglethorpe County C&D landfill. Table 6-14 shows the solid waste disposal facilities that are available to Greene County for the planning period.

**Table 6-14
Inventory of Disposal Facilities and Thermal Treatment Technologies to be Used During
the Planning Period (2004 – 2013)**

Facility Name	Jurisdiction(s) Using Facility	Physical Address	Owner/ Operator	Facility Type	Types of Waste Accepted	Year Expected to Reach Capacity
Clarke County- Athens Dunlap Road	Greene County	US 78 4.5 MI E Athens	Athens- Clarke County	MSWL	MSW	7/29/2016
Oak Grove Landfill	Greene County	Off SR 324 3 mi SW of Winder	Republic Waste	MSWL	MSW	11/1/2008
Butts-Co Pine Ridge Recycling	Greene County	Baily Jester Road Griffin		MSWL	MSW	6/29/2049
BFI Hickory Ridge Landfill DeKalb County	Greene County	I-285 & Moreland Ave Atlanta, GA	BFI	MSWL	MSW	6/29/2005
Forsyth County Eagle Point Landfill	Greene County	Hightower Road Cumming, GA		MSWL	MSW	11/1/2060
US 78 Construction and Demolition Landfill	Greene County		Walton County	C&D	C&D	6/3/2049

6.5.1.1 Assurance of 10-Year Capacity

Greene County's agreement with Attaway Waste Services, included at the end of this Section, is valid until April of 2013. This agreement should ensure that the hauler and their designated landfill have adequate capacity to accommodate Greene County's municipal solid waste well beyond the 10-year planning period. Table 6-15 shows the County's intention to use the Athens-Clarke County landfill for the planning period.

**Table 6-15
Disposal Capacity Assurance Summary (2004-2013)**

Greene County	Year 1 (2004)	Year 2 (2005)	Year 3 (2006)	Year 4 (2007)	Year 5 (2008)	Year 6 (2009)	Year 7 (2010)	Year 8 (2011)	Year 9 (2012)	Year 10 (2013)
Amount of Waste	10,893	11,105	11,321	11,542	11,767	11,996	12,319	12,559	12,803	13,053
Amount to Athens-Clarke County landfill ¹	10,397	10,600	10,807	11,017	11,232	11,451	11,758	11,988	12,221	12,459
Amount to Oglethorpe C&D or US-78 C&D	495	505	515	525	535	545	560	571	582	593

¹ This assumes are projected MSW will be delivered to xxx. In actuality, private haulers in the County are likely to deliver some waste to other landfills in the area.

6.5.1.2 Contingency Strategy

In the event of an emergency or natural disaster, the County would contract with additional private haulers for the disposal of solid waste. The County could also potentially use county and city personnel and vehicles to transport solid waste, if necessary.

6.5.2 Assessment of Disposal

The County's agreement with Attaway Waste Services for hauling and disposal services through 2013 requires the contractor to secure disposal for the waste collected.

6.5.3 Statement of Needs and Goals

Greene County's goal is to ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.

6.6 Education and Public Involvement Element

6.6.1 Inventory of Education and Public Involvement

Greene County does not have many formal education and public involvement programs. County officials are available to speak at civic meetings upon request. The County also promotes scrap tire recycling and enforces illegal tire dumping. The

**Greene County
Board of Commissioners**

COMMISSIONERS:
Tim Bramlett, Chairman
R. L. "Cotton" Boswell
Titus Andrews, Sr.
Gerald Torbert
W. L. "Bud" Sanders

**113 North Main Street
3rd Floor, Suite 306
Greensboro, Georgia 30642-1134
(706) 453-7716
Fax (706) 453-9555**

COUNTY MANAGER
Byron Lombard

COUNTY CLERK
Elna Hutchinson

January 12, 2004

R. W. Beck, Inc.
c/o Kathy Botticello
800 N. Magnolia Avenue
Suite 300
Orlando, FL 32803

RE: Regional Solid Waste Management Plan Update

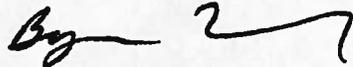
To Whom It May Concern:

This letter shall serve as confirmation that Greene County is participating in the multi-jurisdictional planning process being headed-up by the Northeast Georgia Regional Solid Waste Authority.

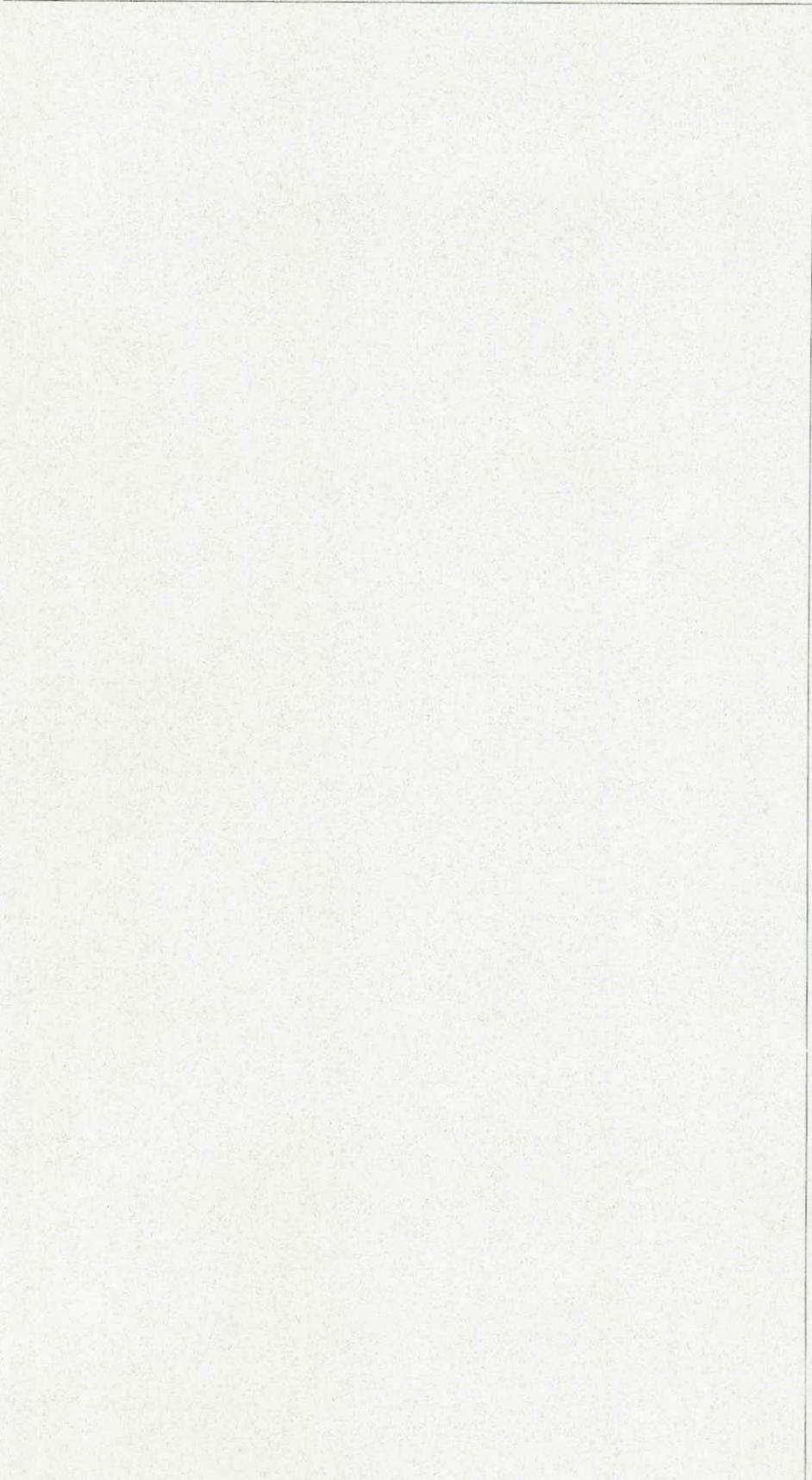
Greene County looks forward to assisting the process in every way possible and feels fortunate to have the resources, coordination, and facilitation available through the Northeast Georgia Regional Solid Waste Authority.

Feel free to contact me with any questions at 706-453-7716.

Sincerely,



Byron Lombard
County Manager





Attaway Waste Services, LLC
Commercial, Industrial & Residential Waste Collection

131 Britt Waters Road NW
Milledgeville, GA 31061

(478) 453-4435
(478) 452-2177 Fax
attawaywaste@alltel.net

November 5, 2004

Mr. Byron Lombard
Greene County Board of Commissioners
113 North Main Street
3rd Floor, Suite 306
Greensboro, Georgia 30642-1134

Dear Mr. Lombard:

This letter serves as a disposal capacity assurance for waste generated by Greene County, Georgia. Waste is hauled by Attaway Waste Services to the Macon City Landfill, Macon, Georgia. The Georgia EPD permit number for this facility is 011-017D(SL). This facility has a remaining capacity of 8.5 years.

Waste is also hauled by Attaway Waste Services to the Taylor County (Southern States Environmental Services) Landfill, Mauk, Georgia. The Georgia EPD permit number for this facility is 133-003D(SL). This facility has a remaining capacity of 23 years.

This assurance is based upon Greene County, Georgia disposing of approximately seven thousand eight hundred (7,800) tons of waste on an annual basis.

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

Sincerely,

Robbie Attaway
Manager

dca

0002 P.2
P.2

17064639555
4784522177

GREENE CO COMMISSIONERS
ATTAWAY WASTE

02:52P
22 2004 11:58

NRGKDC

019Z
000 000 019Z

ATTAWAY WASTE SERVICES, LLC

131 Britt Waters Road
Milledgeville, GA 31061
478/453-4435
Fax: 478/452-2177

September 22, 2004

Mr. Byron Lombard
Greene County Board of Commissioners
113 North Main Street
3rd Floor, Suite 308
Greensboro, Georgia 30642-1134

Dear Mr. Lombard:

This letter serves as a disposal capacity assurance for waste generated by Greene County, Georgia. Waste is hauled by Attaway Waste Services to the Macon City Landfill, Macon, Georgia. The Georgia EPD permit number for this facility is 011-017D(SL). This facility has a remaining capacity of 8.6 years. This assurance is based upon Greene County, Georgia disposing of approximately seven thousand eight hundred (7,800) tons of waste on an annual basis.

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

Sincerely,



Robble Attaway
Manager

**AGREEMENT FOR THE COLLECTION AND DISPOSAL OF
MUNICIPAL SOLID WASTE**

STATE OF GEORGIA

This Agreement is made and entered into this 14th day of February, 2003, by and between the Greene County Board of Commissioners and Attaway Waste Services, LLC, a Georgia corporation.

WITNESSETH

Whereas, the County, acting pursuant to the Georgia Solid Waste Management Act (O.C.G.A. § 12-8-20 *et seq.*) and Ga. Const., Art. IV. § 2, Para. 3, has studied its solid waste disposal needs and options to determine the best method of providing cost efficient and competent waste collection and disposal and has solicited proposals for solid waste hauling and disposal contracts from qualified vendors for providing such services in accordance with the mandates of local, state, and federal legislation; and

Whereas, Attaway Waste Services, LLC is in the business of solid waste transportation, collection, and disposal, and has submitted, a proposal to the County and has the necessary expertise, equipment, personnel, facilities, financial resources and management skills to provide a high level of service; and

Whereas, the County has the full and sole responsibility for insuring the provision of competent and cost effective waste collection and disposal services for the unincorporated areas of the county as well as the Municipalities of Greensboro, Union Point, Siloam, White Plains, and Woodville, whose respective governments have consented, and that consent is hereby attached as Appendix 1, that the County provide or be responsible for insuring such services be provided within the said municipalities; and

Whereas, the County has determined that Attaway Waste Services, LLC is a responsible provider and that its proposal is the most responsive based upon all factors considered and applicable Georgia Statutes and is well qualified to provide the solid waste management services; and

Whereas, the County has determined that the required services can best be provided by Attaway Waste Services, LLC; and

NOW THEREFORE, in consideration of the promises set forth, the parties agree as follows:

1. Term of Agreement

- 1.1 The County understands and acknowledges that it has the power to provide garbage and solid waste collection and disposal pursuant to Ga.

Const. Art. IX., § 2, Para. 3, and that the term of this Agreement is for ten (10) years beginning May 1, 2003 (the "Commencement Date") and unless otherwise provided herein, terminating on April 30, 2013.

- 1.2 The parties further understand and agree that the Agreement shall terminate absolutely and without further obligation on the part of the County 120 days after the seating of a newly elected County Commission and each succeeding newly elected County Commission throughout the life of this Agreement. This Agreement shall be automatically renewed during each of said County Commission terms unless the County or Attaway Waste Services, LLC shall, at least sixty (60) days prior to such termination date, provide Notice of Termination as provided herein.
- 1.3 Nothing herein shall prevent the County and Attaway Waste Services, LLC from otherwise extending the Agreement at any time during the Agreement by mutual written consent.

2. Definitions

- 2.1 "Brown Goods" means those items of furniture which cannot reasonably be placed in a 90 gallon rollout cart.
- 2.2 "Change in Law" means any amendment to, or promulgation of, or change in the interpretation or enforcement of any federal, state, or local statute, regulation, ordinance, levy, tax or surcharge after the date of this Agreement which affects (1) the collection of Solid Waste; (2) the transportation of Solid Waste to a sanitary landfill ("Landfill" as defined herein); or (3) the disposal of Solid Waste by the Landfill.
- 2.3 "Excluded Waste" means all items not meeting the below definition of Solid Waste.
- 2.4 "Force Majeure" means any act, event, or condition having a direct material adverse affect on SES's ability to collect, transport, or dispose of Solid Waste Or the Landfill's ability to dispose of Solid Waste, if beyond the reasonable control of the party relying on such an act as justification for not complying with this Agreement, including without limitation, acts of war, civil disorder, or a Change in Law.
- 2.5 "Hazardous Waste" means all substances defined as Hazardous Constituents in O.C.G.A. § 12-8-22, as well as Solid Waste (as defined herein) or combination of solid wastes, which because of its quantity, concentration, or physical, chemical or infectious characteristics may:
 - 2.5.1 cause or significantly contribute to any increase in mortality or an increase in serious irreversible, or

incapacitative reversible illness; or

- 2.5.2 pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.
- 2.6 "Landfill" is that landfill where Solid Waste, Yard Waste, White Goods, and Brown Goods from Greene County will be disposed. Initially this is the Clarke— Oglethorpe Landfill near Athens, Georgia. Over the period of the Agreement, other landfills may be used to minimize disposal costs, respond to Change in Laws affecting solid waste management, or other pertinent reasons. All landfills must have all necessary permits in compliance with state, federal and local government regulations. Any change from utilizing the Clarke— Oglethorpe Landfill must be approved by the County in writing.
- 2.7 "Solid Waste" means all material defined as Municipal Solid Waste in O.C.G.A. § 12-8-22 and includes other discarded material but not including (a) Hazardous Waste (as defined herein), (b) solid or dissolved materials in domestic sewage, (c) solid or dissolved material in irrigation return flows, (d) industrial discharges which are point sources subject to permits under § 402 of the Federal Water Pollution Control Acts as amended (86 STAT. 880), or (e) source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (68 STAT. 923) or (f) Special Wastes such as tires, liquids, White Goods, batteries, etc.
- 2.8 "White Goods" means all household or commercial machines or appliances.
- 2.9 "Yard Waste" means leaves, brush, grass, clippings, shrub and tree prunings, and other similar material from residential landscape development and maintenance which after September 1, 1996, must be disposed of at other than a lined or vertical expansion landfill;

3. Obligations of Attaway Waste Services, LLC

Attaway Waste Services, LLC shall collect and dispose of all Greene County Residential Solid Waste. In addition:

- 3.1 Attaway Waste Services, LLC shall provide once per week curbside collection for residential customers, using 90 gallon or larger universal rollout carts for all residences in Greene County;
- 3.2 Residential collection services shall be performed during daylight hours, but not prior to 7:00 a.m., unless other arrangements are made with the

County. Attaway Waste Services, LLC shall be excused from providing service when access to the Landfill is not possible due to a holiday or other closure which would make collection or disposal impractical;

- 3.3 Attaway Waste Services, LLC agrees that the equipment it utilizes to transport Solid Waste pursuant to this Agreement will at all times during the continuance of this Agreement be kept in good order and repair at Attaway Waste Services, LLC's expense; that such equipment will be properly licensed and registered as required by the State of Georgia; and that such equipment will be operated at Attaway Waste Services, LLC's expense by competent employees;
- 3.4 Attaway Waste Services, LLC shall ensure that the collection activities do not create litter and Attaway Waste Services, LLC will be responsible for all cleaning of debris caused by collection;
- 3.5 Attaway Waste Services, LLC shall provide household collection service for those residences in which all residents of the household are physically unable to take the rollout cart to the curbside, provided such residences do not represent more than five (5) percent of all residences for which Attaway Waste Services, LLC provides service in the County. Service for eligible residences as hereinafter defined shall be provided by Attaway Waste Services, LLC in such a manner as required to ensure collection of the waste deposited in the carts provided (hereinafter "Backdoor Collection");
- 3.6 Attaway Waste Services, LLC shall provide 90 gallon universal rollout carts and shall replace them when they are no longer serviceable due to normal wear and tear at no charge to the customer or the County. Attaway Waste Services, LLC shall maintain an adequate inventory of rollout carts in order to provide delivery to customers within 48 hours;
- 3.7 After holidays, plastic bags or bundles placed next to the rollout cart will be collected by Attaway Waste Services, LLC when the cart is full. Attaway Waste Services, LLC and customers shall handle the carts in a careful manner to avoid spillage and damage. All carts shall be returned to their proper curbside position. Attaway Waste Services, LLC shall not place carts in a position which would interfere with mail delivery or in a manner which would block or inhibit access to driveways;
- 3.8 Attaway Waste Services, LLC shall provide a monthly report of the waste collected, by volume, weight, and types, within each governmental entity;
- 3.9 Attaway Waste Services, LLC shall provide collection within 24 hours for any residence whose waste was missed during scheduled collection routes through no fault of the customer;

- 3.10 Attaway Waste Services, LLC shall provide a contact number during normal Monday through Friday business hours, excluding holidays, at which residents may request service or report problems;
- 3.11 Notwithstanding anything to the contrary herein, Attaway Waste Services, LLC shall not be required to collect or dispose of Excluded Waste. Under separate agreement Attaway Waste Services, LLC may agree to haul and dispose such items, or arrange to have such items hauled and disposed;
- 3.12 Attaway Waste Services, LLC shall not be required to accept or be responsible for Excluded Waste collected in Greene County;
- 3.13 Attaway Waste Services, LLC shall at all times during the Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage insurance, including contractual liability coverage required for compliance with Federal, state and local licensing requirements. All insurance shall be by insurers and for policy limits acceptable to the County. Before the Commencement Date of work under this Agreement, Attaway Waste Services, LLC agrees to furnish the County with a certificate proving that such insurance is in force. The certificate shall contain the following express obligation: "This is to certify the policies of insurance for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."
 For the purpose of this Agreement, Attaway Waste Services, LLC shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's compensation	Statutory
Employer's Liability	\$1,000,000 each occurrence
Bodily Injury Liability Except Automobile	\$1,000,000 each occurrence
Property Damage Liability Except Automobile	\$1,000,000 each occurrence
Automobile Bodily Injury & Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability Including Coverage for Environmental Damage during collection and transport	\$7,000,000 each occurrence

The insurance policy or policies shall name the County as an additional insured;

- 3.14 Attaway Waste Services, LLC agrees that it will comply with all laws of the federal government and the State of Georgia and the rules and regulations of the Greene County Board of Health and all other governmental agencies in the performance of this Agreement. In addition, Attaway Waste Services, LLC shall comply with all present and future ordinances which have an effect on or regulate its operations within the County;
- 3.15 Attaway Waste Services, LLC shall begin providing services on May 2, 2003, except in the City limits of Greensboro and Union Point, in which case service shall begin June 18, 2003 or as soon as it is mutually agreed each service and service should be undertaken;
- 3.16 If requested by the County to do so, Attaway Waste Services, LLC shall provide, at an additional charge, a scheduled once per month roadside collection of Brown Goods and White Goods when such collection is arranged in advance by the residence or business;
- 3.17 If requested by the County to do so, Attaway Waste Services, LLC shall provide, at an additional charge, curbside recycling of metal cans, glass containers, certain plastic, and newspaper using a 14 gallon or larger container provided by Attaway Waste Services, LLC for those residences for which it also is to provide 60 to 90 gallon carts under this Agreement;
- 3.18 Attaway Waste Services, LLC shall have the right to negotiate directly with residents, groups of residents, or entities including but not limited to, subdivisions and gated communities, to provide service more responsive to the residents' needs provided that:
- 3.18.1 Any additional cost for such service is borne solely by the residents, not the County;
- 3.18.2 Any additional cost is billed by Attaway Waste Services, LLC, not the County;
- 3.18.3 The waste so collected is no longer a responsibility of the County wherever disposed; and
- 3.18.4 The resident, group of residents, or entity signs a waiver that the County has appropriately and adequately provided household service even if that resident, group of residents, or entity has opted for a separate type of service than that provided for by the County under this Agreement.
- 3.19 Attaway Waste Services, LLC shall provide residential collection services only along those non-United States Forest Service public roads found on the Georgia Department of Transportation General Highway Map of

Greene County as periodically updated and on other roads in the County approved by the County for service by agreement of the County and Attaway Waste Services, LLC.

4. Obligations of the County

The County shall grant Attaway Waste Services, LLC the exclusive right to collect and dispose of residential Solid Waste within the unincorporated and incorporated areas of Greene County. In addition:

- 4.1 The County shall provide Attaway Waste Services, LLC directly, or indirectly through the respective municipal government or subdivision, with both mailing and street addresses or physical locations of all customers to be serviced by Attaway Waste Services, LLC. However, in the absence of such a listing, it shall be understood that service is intended to be to all residences Greene County;
- 4.2 The County shall not pass any ordinances that would be harmful to Attaway Waste Services, LLC or impair the ability of Attaway Waste Services, LLC to carry out its obligations under this Agreement, and will use every reasonable effort to influence the respective municipalities to act in a similar manner;
- 4.3 The County shall enforce present ordinances and pass others as needed that will help Attaway Waste Services, LLC in the performance of its obligations under this Agreement;
- 4.4 The County shall participate in public awareness and education initiatives regarding proposed waste management ordinances, services, and other related activities, both prior, to the services herein being initiated and from time to time as changing conditions warrant;
- 4.5 The County shall determine and then provide Attaway Waste Services, LLC the names, addresses, and locations of those households in which there are no residents physically capable of rolling a 60 to 90 gallon cart to curbside. Initially, residents currently known to be receiving "Backdoor Service" as required herein shall continue to receive such service. Nothing contained herein shall prohibit Attaway Waste Services, LLC from contesting the eligibility of those residents currently receiving such service. However, if determined by the County that the contested resident should continue with such service, Attaway Waste Services, LLC shall continue to provide such service. Attaway Waste Services, LLC shall assist the County in ensuring that only eligible residents receive "Backdoor Service";
- 4.6 The County shall inform residents that household waste will be bagged

before being placed in the rollout cart; and

- 4.7 The County shall certify that Attaway Waste Services, LLC is operating on behalf of the County and is thereby eligible to and will dispose of that waste collected in Greene County at the Athens— Clarke County Landfill or another subtitle D Landfill if Athens—Clarke County Landfill is unavailable with which the Attaway Waste Services, LLC has an existing agreement for disposal.

5. Compensation

- 5.1 Attaway Waste Services, LLC shall receive \$7.66 per month for each residence serviced under the terms of paragraph 3.1 of this Agreement. This price shall cover all obligations of Attaway Waste Services, LLC in compliance with this Agreement.
- 5.2 In the event the County requests Attaway Waste Services, LLC to provide curbside recycling and Brown and White Goods collection, Attaway Waste Services, LLC shall receive \$3.40 per month for each residence serviced under this Agreement (paragraph 3.1).

6. Compensation Adjustments

- 6.1 After three (3) full years of service, commencing on the anniversary thereafter of the effective date of the Agreement and on each anniversary thereafter, the rate which may be charged by Attaway Waste Services, LLC shall be adjusted up or down to reflect percentage changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items) as published by the U.S. Department of Labor, Bureau of Labor Statistics. The rates shall be modified for the ensuing 12-month period in a percentage amount equal to the net percentage change of the All Items Index during the previous 12-month period. In no event shall any adjustment in the rates in any year exceed five (5%) percent of the preceding year's rate.
- 6.2 In the event of a change in the location of the landfill, imposition of additional landfill fees, a change in federal, state or local laws and regulations, or other conditions which increase Attaway Waste Services, LLC's cost of providing services hereunder, the County and Attaway Waste Services, LLC shall adjust the compensation paid to Attaway Waste Services, LLC hereunder in an amount equal to the increased cost of providing services which may include an appropriate markup or may terminate this Agreement upon 90 days written notice by either party. Attaway Waste Services, LLC will provide a detailed analysis showing its increased cost, said analysis to be verified by a qualified CPA.

7. Billing

Attaway Waste Services, LLC shall submit to the County a bill for the previous month's service on or about the first day of the new month, and the County shall pay Attaway Waste Services, LLC by the fifteenth (15th) day of the same month. In the event the fifteenth (15th) day of the month is a Saturday, Sunday, or holiday, the payment shall be due the following business day.

8. Holidays

- 8.1 Attaway Waste Services, LLC shall observe holidays as mutually agreed to by the County. The following shall be holidays for purposes of this Agreement: New Year's Day, Labor Day, Thanksgiving Day, Memorial Day, Martin Luther King Day, Independence Day and Christmas Day.
- 8.2 Attaway Waste Services, LLC may decide to observe any or all of the above mentioned holidays by the suspension of collection services on the holiday and shall be obligated to reschedule in a timely manner the collections which would have otherwise been made at said times.

9. Assignment

Other than by operations of law, Attaway Waste Services, LLC shall not assign this Agreement or any right accruing under the Agreement, in whole or in part, without the express written consent of the County, which consent shall not be unreasonably withheld. In event of an assignment, the assignee shall assume all responsibilities under this Agreement and liabilities of Attaway Waste Services, LLC in writing.

11. Relationship of Parties

- 11.1 Attaway Waste Services, LLC is an independent contractor under this Agreement and nothing in this Agreement shall be construed to create the relationship of employer and employee between the County and Attaway Waste Services, LLC or any of its subcontractors.
- 11.2 In order to be as cost efficient as possible, Attaway Waste Services, LLC may hire, contract or lease the services and/or equipment of third parties, either individuals and companies. Should this occur, Attaway Waste Services, LLC shall remain fully responsible for compliance with the terms of this Agreement. However, prior written approval from the County must be obtained if the actual collection and disposal services herein are to be subcontracted to a person or entity other than Attaway Waste Services, LLC.

12. Obligations During Force Majeure

- 12.1 Each party shall be relieved of its obligations during Force Majeure as defined herein, when acts of God, war or public enemy, civil commotion, riot or insurrection, governmental interference, or any other event or condition beyond the control of the parties, rendering the parties' performance substantially impossible. During an act of Force Majeure, compensation shall be reduced reflecting the change and the parties shall resume performance as expeditiously as possible.
- 12.2 During an act or event of Force Majeure, the party affected shall give oral notice to the other party to this Agreement as soon as reasonably practicable. The party affected shall deliver written notice to the other party within forty-eight (48) hours after oral notice. Written notice shall fully describe the nature, extent, and effect of the act or event of Force Majeure.

13. Termination of Agreement

- 13.1 This Agreement shall be terminated by mutual consent of the parties thirty (30) days after a written agreement to terminate.
- 13.2 In the event of a breach by Attaway Waste Services, LLC of its obligations under this agreement, the County may give written notice of the breach and demand its correction, if within 10 days of this notice of the breach, Attaway Waste Services, LLC does not either correct the condition or reach a mutually agreeable schedule for correction with the County, the County may then correct the breach and deduct the reasonable costs for the correction from any amount owed to Attaway Waste Services, LLC, and may temporarily utilize other solid waste companies if necessary at the expense of Attaway Waste Services, LLC. If Attaway Waste Services, LLC reasonably feels it cannot cure the breach within the 10 day period, or the agreed upon time if longer, it may request additional time in which to correct the breach. The County may, at its sole discretion, grant the requested extension of time. Absent such extension, this Agreement shall terminate on the 20th day after a written notice of termination is received by Attaway Waste Services, LLC. The County may take over the waste disposal service and enforce this Agreement against Attaway Waste Services, LLC. In such a case, Attaway Waste Services, LLC shall be liable, for a period of 90 days or until a new waste disposal agreement is effective, whichever is less, for any excess cost the County incurs greater than what it would have paid Attaway Waste Services, LLC under this Agreement.
- 13.3 The County's remedy of early termination described in § 13.2 shall be in addition to all other rights and remedies which the County may have against Attaway Waste Services, LLC for breach of contract or otherwise.

13.4 In the event one of the municipalities or subdivisions in Greene County withdraws or is granted the right to withdraw from its agreement for solid waste services with the County and the affect of such withdrawal would increase the costs incurred by Attaway Waste Services, LLC and it's ability to provide the services herein at the stated rate, by Attaway Waste Services, LLC giving the County ninety (90) days written notice, this agreement may be terminated. In such event:

13.4.1 Prior to termination, the County shall by written notice first request Attaway Waste Services, LLC to negotiate the compensation rate paid Attaway Waste Services, LLC under this Agreement. If a mutually acceptable agreement can be reached within 90 days of notice, the amended Agreement will remain in effect. If an agreement cannot be reached in 90 days from notice, Attaway Waste Services, LLC can then terminate the Agreement.

14. Notices, Documents and Consents

All written notices required or authorized pursuant to this Agreement shall be served personally or sent by registered or certified mail to:

Contractor: Attaway Waste Services, LLC
131 Britt Waters Road, NW
P.O. Box 427
Milledgeville, GA 31061

County: Greene County Board of Commissioners
113 North Main Street, Suite 306
Greensboro, Georgia 30642

15. Indemnification and Limitation of Liability by Attaway Waste Services, LLC

15.1 Attaway Waste Services, LLC shall indemnify, save harmless, and defend the County from and against any and all liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including the cost of defense, settlement, and reasonable attorney's fees), which the County may incur or pay as a result of death, bodily injuries, or property damage caused by Attaway Waste Services, LLC's breach of any provision of this Agreement or by any other act or omission of Attaway Waste Services, LLC, its employees, or subcontractors in the performance of this Agreement.

15.2 County shall indemnify, save harmless and defend Attaway Waste Services, LLC from and against any and all liabilities, claims, penalties,

forfeitures, suits, and the cost and expenses incident thereto (including the cost of defense, settlement and reasonable attorney's fees), which Attaway Waste Services, LLC may hereafter incur or pay out as a result of death or bodily injuries to any person, or destruction or damage to any property, caused by the County's breach of any term or provision of this Agreement.

16. **Governing Laws**

The Agreement shall be governed by and constructed in accordance with the laws of the State of Georgia.

17. **Representations and Warranties**

Each party represents and warrants that this Agreement has been duly authorized and executed and constitutes the binding obligation of such party.

18. **Amendments**

The Agreement shall constitute the entire agreement of the parties regarding the subject matter hereof and may be amended or modified only by written agreement signed by the two parties.

19. **Nondiscrimination**

Attaway Waste Services, LLC shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

20. **Licenses and Taxes**

Attaway Waste Services, LLC and the County shall obtain all required licenses and permits for performance of their obligations herein (other than the license and permit granted by the Agreement) and promptly pay all taxes required.

21. **Representation by Attaway Waste Services, LLC**

There is no action, suit, or proceeding at law or in equity before or by any court or governmental entity pending or threatened against Attaway Waste Services, LLC in which an unfavorable decision would adversely affect the performance by Attaway Waste Services, LLC of its obligations under the Agreement or the validity or enforceability of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first mentioned above.

Greene County Board of Commissioners

Tim Bramlett, Chairman

ATTEST:

Elna Hutchinson, County Clerk

Attaway Waste Services, LLC

Robbie Attaway, President

ATTEST:

Donna C. Attaway, Vice-President

Cities of Greensboro and Union Point both have Keep Georgia Beautiful Programs. Table 6-16 describes the public education and involvement activities in the County.

**Table 6-16
Existing Environmental Education Initiatives**

Program/Activity	Jurisdictions Covered	Operated by	Target Audience	Number of Participants per Year	Description of Impact
Speakers Program	Greene County	Greene County	Civic Groups	All public schools and six businesses	Promotes recycling and environmental issues
Clean & Beautiful Program	Union Point and Greensboro	Union Point and Greensboro	Residents		Sponsors programs that raise awareness of environmental issues

6.6.2 Assessment of Education and Public Involvement

The County could benefit from additional public education and involvement programs related to solid waste. However, given the resources of the County and funding priorities, the County is unlikely to dedicate significant resources to this. The County could benefit from regional and state public education resources and coordination of activities through the Keep Georgia Beautiful programs in Union Point and Greensboro.

6.6.3 Statement of Needs and Goals

Greene County's goal with regard to public education and involvement is to ensure that residents and businesses in the region understand the issues, needs, and goals of the solid waste management system.

6.7 Land Limitation Element

6.7.1 Inventory of Land Areas

In 1997, the Northeast Georgia Solid Waste Management Authority conducted a regional landfill site suitability study. As part of this study, the ten counties developed siting criteria and screened all land within the ten-county area to determine the suitability of all sites for landfill development.

Figure 6-1 shows a map of the ten-county region with areas shaded that are considered unsuitable and of limited suitability for a solid waste disposal facility. These determinations were made based on water protection and land use criteria and host

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community concerns established by the Northeast Georgia Regional Solid Waste Management Authority. Table 6-17 identifies the criteria and whether the presence of these factors excluded a site altogether or lowered the ranking of the site for landfill suitability.

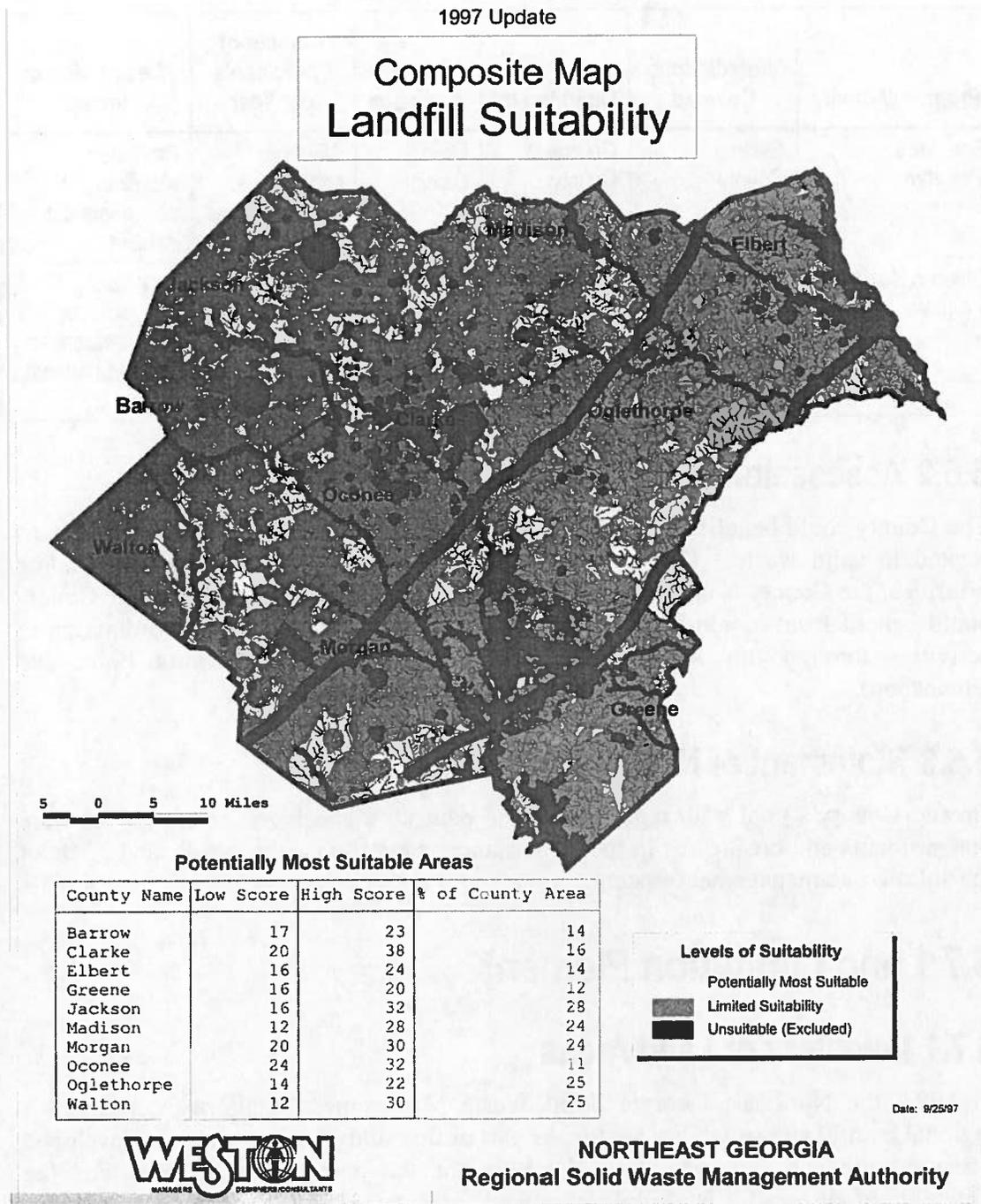


Figure 6-1

**Table 6-17
Regional Landfill Suitability Criteria**

	Criteria	Type
Water Protection (Geotechnical)	Major Fault Zone	Exclusionary
	Public Drinking Water Sources	Exclusionary
	Hydrologically Sensitive Area	Ranked
	Private Drinking Water Wells	Ranked
	Lakes, Rivers, and Creeks	Exclusionary
	Floodplains	Exclusionary
	Wetlands	Exclusionary and Ranked
	Steep Areas	Exclusionary
Land Use	Airports	Exclusionary
	Nonparticipating County Borders	Exclusionary
	Public Lands and Parks	Exclusionary
	Population Density	Exclusionary and Ranked
	Historic and Key Archaeological Sites	Ranked
	Biological/Rare Element Sites	Ranked
Host Community Concerns	Existing Pollution Sources	Ranked

Greene County also has a zoning ordinance that would limit where solid waste handling facilities could be sited in the County. This ordinance is in the process of being updated and should be finalized by October of 2004.

6.7.2 Procedures for Siting Solid Waste Facilities

Any entity requesting a renewal or issuance of a solid waste handling permit from EPD must demonstrate that the facility or facility expansion is consistent with the local government's solid waste management plan. The County will use the following criteria to determine whether the issuance of the requested permit is consistent with the Solid Waste Management Plan.

- Determine whether the proposed facility or facility expansion is sited in an area deemed unsuitable according to one of the criteria list above (in groundwater recharge area; located within two miles of a municipal water supply; on soils poorly suited for development; on slopes of greater than 25 percent; presence of major highways, roads, and airports; on urban or built up lands; water bodies or wetlands; or on federal, state, or public lands).
- Determine whether the proposed facility or facility expansion is sited in a location that is consistent with local zoning ordinances.

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- Determine whether the proposed facility or facility expansion negatively impacts other natural or cultural resources of the County.
- Determine whether the proposed facility or facility expansion negatively impacts the current solid waste management infrastructure of the County;
- Determine whether the proposed facility or facility expansion negatively impacts collection capability and disposal capacity identified in the Plan.
- Determine whether the proposed facility or facility expansion negatively impacts the County's ability to contribute to the State's 25 percent waste reduction goal.
- Determine whether the proposed facility or facility expansion negatively impacts the financial viability of the County's solid waste management system.

No proposed facility or facility expansion will be sited in the County without a letter from the County Commission stating that the facility is consistent with the Solid Waste Management Plan. The County Commission will hold at least one public hearing to gather input to make this determination.

6.7.3 Assessment of Land Limitation

Approximately 88 percent of the land area in Greene County is considered unsuitable or of limited suitability for siting a landfill.

The procedure described above, once put into place, will help ensure that facilities sited in the County are consistent with this Plan.

6.7.4 Needs and Goals

The County's goal with regard to Land Limitation is to ensure that proposed solid waste handling facilities are compatible with surrounding areas, are placed in areas suitable for such developments, and are consistent with the County's Solid Waste Management Plan.

6.8 Implementation Strategies

6.8.1 Summary of County Need and Goals

Greene County has established the following needs and goals as part of its Solid Waste Management Plan:

- To ensure efficient and effective collection of solid waste in the County over the next ten years.
- To contribute to the statewide goal of 25 percent per capita reduction in the amount of solid waste disposed.
- To ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.

- To ensure that residents and businesses in the region understand the issues, needs, and goals of the solid waste
- To ensure that proposed solid waste handling facilities are compatible with surrounding areas, are placed in areas suitable for such developments, and are consistent with the Solid Waste Management Plan.
- To achieve a balanced and affordable solid waste management plan implementation strategy, while also meeting the goals and requirements of state law.

6.8.2 Statement/Demonstration of 10-Year Collection Capability

Greene County demonstrates ten year collection capability by continuing its existing collection programs. The County will continue to contract with a private hauler for countywide curbside collection of residential household waste for all county residents including those living inside the city limits of Greensboro, Siloam, White Plains, Woodville, and Union Point. Commercial generators will continue to contract directly with private haulers.

6.8.3 Statement/Demonstration of 10-Year Disposal Capacity

Greene County's current agreement with Attaway Waste Services, which includes disposal, is valid until April of 2013. For the remaining few months of the planning period, Greene County will have a similar contract that requires the hauler to secure disposal capacity.

6.8.4 Short Term Work Program (5-Year List of Programs/Work Activities)

Table 6-18 indicates the five year implementation strategy to meet the County's needs and goals, by element.

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**Table 6-18
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 – 2008
Greene County**

Action	04	05	06	07	08	Responsible Party	Possible Funding
	AMOUNT OF WASTE ELEMENT						
<i>Goal: To determine the amount and composition of solid waste generated in the region in order to establish a sound information base upon which to make management decisions and determine if state and local goals are met.</i>							
1. The County will use EPD's disposal capacity reports and DCA's waste characterization data to quantify the amount and type of waste disposed in the County.	x	x				County	
COLLECTION ELEMENT							
<i>Goal: To ensure efficient and effective collection of solid waste in the region over the next ten years.</i>							
1. County will continue to have MSW collected curbside by a private hauler.	x	x	x	x	x	County/Private Firm	Solid Waste Fund
2. City of Greensboro will provide curbside yard trimmings collection to residents.	x	x	x	x		City of Greensboro	Year 1-\$205K + 5% per year User Fees
3. City of Union Point will provide curbside yard trimmings, white goods and brown goods collection to residents.	x	x	x	x		City of Union Point	Year 1-\$68K + 5% per year Attaway ad valorem user fee

**Table 6-18
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 – 2008
Greene County**

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
	x	x	x	x	x			
WASTE REDUCTION ELEMENT								
<i>Goal: To ensure a 25 percent reduction by in the amount of solid waste disposed of in the region Landfill and to sustain waste reduction programs for the next 10 years.</i>								
1. Greene County and civic groups will have periodic "recycling days" for the drop-off of recyclables from residents of the unincorporated areas and smaller cities.	x	x	x	x	x	Greene County/Civic Groups	\$10K/year	Solid Waste Fund
2. County and municipalities will encourage commercial recycling programs.	x	x	x	x	x	County/ Municipalities	\$5K/year	Solid Waste Fund
3. County will continue to contract with a private firm to collect recyclables and yard trimmings at the airport drop-off site.	x	x	x	x	x	County	\$15K/year	Solid Waste Fund
DISPOSAL ELEMENT								
<i>Goal: To ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.</i>								
1. Greene County will continue its contract with a private collector to arrange for waste disposal.	x	x	x	x	x	County/Private Firm	N/A	Solid Waste Fund
2. County will continue to strengthen its education and enforcement programs concerning illegal dumping.	x	x				County	\$10K/year	Solid Waste Fund/Donations

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**Table 6-18
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 – 2008
Greene County**

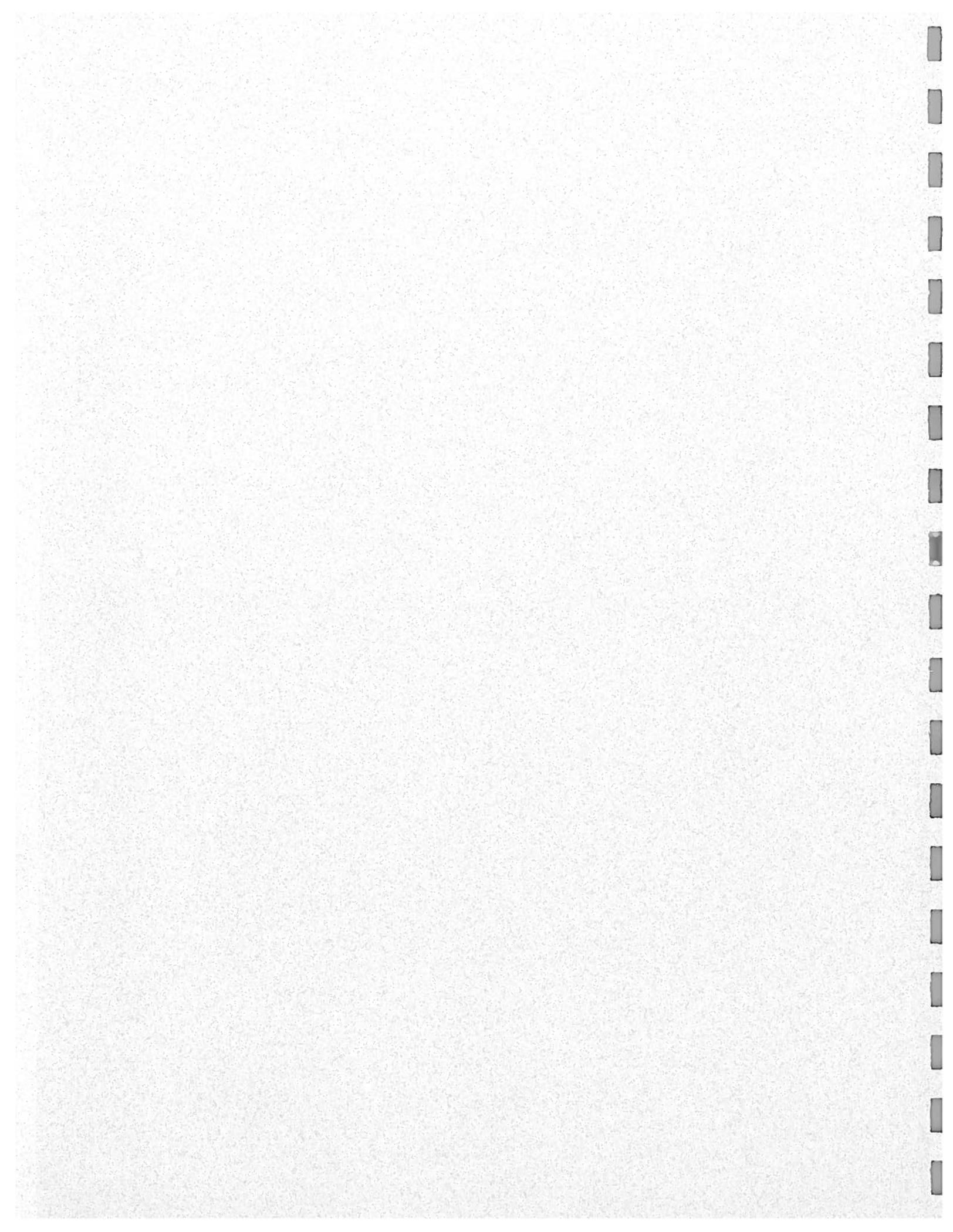
Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
	x	x	x	x	x			
3. All municipalities will cooperate with the county for disposal option.	x	x	x	x	x	Municipalities	---	---
PUBLIC EDUCATION AND INVOLVEMENT ELEMENT								
<i>Goal: To ensure that residents and businesses in the region understand the issues, needs, and goals of the solid waste management system.</i>								
1. County and cities will help develop and participate in a regional clearinghouse of solid waste management information.	x	x	x	x	x	County, Greensboro, Union Point	Part of \$20K, per capita	Solid Waste Fund
2. County will continue to cooperate with local civic organizations for public education activities.	x	x	x	x	x	County/Civic Organizations	---	---
3. KGB affiliates will continue to be responsible for public education programs in municipalities.	x	x	x	x	x	Union Point and Greensboro	---	---
LAND LIMITATION ELEMENT								
<i>Goal: To ensure that proposed solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable for such developments.</i>								
1. County will ensure sufficient land use controls are in place.	x	x	x	x	x	County	---	---
2. County will review all permits requests for new solid waste handling facilities or expansions to determine consistency with SWMP.	x	x	x	x	x	County, NEGRSWMA	---	---

* These costs are counted in Oconee and Morgan counties as well.

LETTER OF PARTICIPATION

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Section 7 JACKSON COUNTY

7.1 Description of the County

7.1.1 Background

Jackson County is located on the northwestern edge of the planning area. The county has nine municipalities. Jefferson, the county seat, Commerce, Braselton, Arcade, Hoschton, Maysville, Nicholson, Pendergrass and Talmo.

7.1.2 Population

The most recent population figures from the 2000 U.S. Census show the County population to be 41,589. Table 7-1 shows the 2000 population, by census zone. The 2000 census projected significant growth for Jackson County in the coming decade, with a 2004 population estimated at 50,120.

**Table 7-1
Jackson County and Census Zone Population**

City	Population
Commerce CCD, Jackson County, Georgia	8,207
Jefferson CCD, Jackson County, Georgia	14,268
Maysville CCD, Jackson County, Georgia	4,228
Nicholson CCD, Jackson County, Georgia	4,966
West Jackson CCD, Jackson County, Georgia	9,920
TOTAL	41,589

Source: 2000, U.S. Census

7.1.2.1 Seasonal Population Changes

The County does not experience any significant seasonal changes in population.

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7.1.2.2 Number of Households

The total number of households in the County planning area in 2000 was 16,226. Table 7-2 shows the number of single and multi-family households in the planning area from the 2000 U.S. Census.

Table 7-2
Housing Units in Jackson County

Type	Amount
Single Family Housing	10,325
Multi-Family Housing	5,901
Total	16,226

Source: 2000, U.S. Census

7.1.3 Economic Activity

As identified by the Georgia Department of Labor (2002) Table 7-3 indicates for the County the number of businesses and number of employees for each sector identified by NAISC code.

**Table 7-3
Jackson County Employment by NAICS Category**

JACKSON COUNTY		
Industry	Number of Firms	Number of Employees
Goods Producing	248	5,747
Agriculture, forestry, & fishing	12	168
Mining	*	*
Construction	165	1,241
Manufacturing	70	4,322
Food Manufacturing	7	2,175
Beverage & tobacco mfg	*	*
Textile mills	6	424
Textile product mills	*	*
Apparel Manufacturing	*	*
Leather & allied product mfg	0	0
Wood product Manufacturing	5	368
Paper Manufacturing	0	0
Printing and related activities	3	32
Petroleum and coal products mfg	*	*
Chemical Manufacturing	4	148
Plastics & rubber products mfg	5	220
Nonmetallic mineral product mfg	5	157
Primary metal Manufacturing	0	0
Fabricated metal product mfg	10	46
Machinery Manufacturing	5	319
Computer & electronic product mfg	*	*
Electrical equipment/appliance	*	*
Transportation equipment	3	143
Furniture and related product mfg	9	56
Miscellaneous mfg industries	*	*
Service Producing	630	6,408
Wholesale trade	54	848
Retail trade	200	2,527
Transportation and warehousing	41	255
Utilities	*	*
Information	9	100
Finance and insurance	39	216

JACKSON COUNTY		
Industry	Number of Firms	Number of Employees
Real estate and rental and leasing	28	155
Professional, scientific/tech svcs	56	208
Management: companies/enterprises	*	*
Administrative and waste svcs	39	215
Educational services	4	11
Health care and social services	48	396
Arts, entertainment and recreation	4	13
Accommodation and food services	48	1,022
Other services (except government)	55	146
Unclassified - industry not assigned	16	25
Total - Private Sector	894	12,180
Total - Government	52	2,687
Federal government	8	118
State government	14	168
Local government	30	2,401

Source: 2002, Georgia Department of Labor

7.2 Waste Disposal Stream Analysis

7.2.1 Inventory of Waste Disposed

The Georgia Division of Environmental Protection reports that 45,219 tons of waste was disposed of in MSW landfills and 2,059 tons of waste was disposed in construction and demolition landfills from Jackson County from the fourth quarter 2002 through the third quarter of 2003. This results in an average of 5.5 pounds per person per day which approaches the State goal.

Table 7-4 shows the results of an analysis that breaks down the waste disposed from Jackson County in MSW and C and D landfills by sector. A telephone survey of landfills in the State of Georgia, conducted by R.W. Beck, Inc., suggests that of the waste delivered to MSW landfills, 66.6 percent is MSW (generated by the commercial or residential sector), 12.3 percent is construction and demolition debris, 14 percent is industrial, and 7.1 percent is sludge or biosolids. These percentages were allocated to the amount of waste disposed of in MSW landfills from Jackson County and its municipalities.

Table 7-4
Waste Disposed by Sector (4Q 2002 through 3Q 2003)
Jackson County

Sector	Tons to MSW Landfill	Tons to C&D Landfill	Total Tons
Residential	17,760.5		17,760.5
Commercial	12,355.1		12,355.1
Industrial	6,330.6		6,330.6
C&D	5,561.9	2,059	7,620.9
Sludge/Biosolids	3,210.5		3,210.5
TOTAL	45,218.6	2,059	47,277.6

To break down the MSW portion of this by residential and commercial generators, preliminary results from the first season of sampling for the Georgia Department of Community Affairs (DCA) waste composition study were used. Results from 120 samples taken from three landfills in the State indicated that approximately 32 percent of the waste stream comes from commercial generators and 46 percent comes from residential generators. The remaining 22 percent was in transfer trailers and thus the source was not identifiable. For purposes of this analysis, it is assumed that the waste in the transfer trailers has the same residential/commercial split as the rest of the MSW delivered to the MSW landfills.

7.2.1.1 Waste Characterization

Preliminary analysis of waste characterization from the DCA sampling study shows the percentage of each type of material in the commercial and residential waste disposed of in an MSW landfill, shown in Table 7-5. These results suggest that 63 percent of the residential and commercial waste disposed of landfills in Georgia is paper or organic material. Once the waste characterization study is complete, these percentages can be revised to be more specific to the northeast Georgia region.

Table 7-5
Projected Characterization of MSW Disposed from Jackson County¹

Material	Average
Newspaper	4.9%
Corrugated Cardboard	9.6%
Office	2.5%
Magazine/Glossy	3.0%
Paperboard	3.9%
Mixed (Other Recyclable)	3.3%
Other (Non-recyclable)	10.0%

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Material	Average
Total Paper	37.2%
#1 PET Bottles	1.7%
#2 HDPE Bottles	1.2%
#3-#7 Bottles	0.3%
Expanded Polystyrene	1.6%
Film Plastic	8.1%
Other Rigid Plastic	3.9%
Total Plastic	16.9%
Clear	2.0%
Green	0.5%
Amber	1.6%
Other	0.5%
Total Glass	4.6%
Steel Cans	1.9%
Aluminum Cans	1.0%
Other Ferrous	2.9%
Other Non-Ferrous	0.8%
Total Metal	6.6%
Yard Waste	1.5%
Wood (non-C&D)	2.1%
Food Waste	11.9%
Textiles	3.8%
Diapers	2.7%
Fines	3.3%
Other Organics	0.8%
Total Organics	26.0%
Drywall	0.2%
Wood	3.1%
Inerts	0.2%
Carpet	1.4%
Other C&D	1.0%
Total C&D	5.9%
Televisions	0.1%
Computers	0.1%

Material	Average
Other Electronics	1.3%
Tires	0.3%
HHW	0.2%
Other Inorganics	0.9%
Total Inorganics	2.8%
Total	100.0%

¹ Based on sampling data from Georgia Waste Characterization, Fall 2003

7.2.1.2 Unique Conditions and/or Seasonal Variations

Jackson County knows of no unique conditions or seasonal variations that will dramatically change the amount of waste projected.

7.2.1.3 Waste Generating Disasters

Without knowing the type and degree of an unanticipated disaster, Jackson County can not project the amount or type of waste that would need to be managed from such an event. However, any additional yard trimmings that would need to be managed would be ground by the County and used for mulch. Any additional MSW would be stored temporarily until it could be properly disposed of in the Banks County landfill.

7.2.2 Projections of Waste to be Disposed

Table 7-6 shows waste projections based on the estimated per capita waste disposed in the most recent year for which data are available. In Jackson County, approximately 1.0 ton per capita was disposed in 2002/2003. If this per capita disposal rate were to remain the same, it is estimated that 74,360 tons per year would be disposed by the end of the planning period based on population projections.

**Table 7-6
Waste Disposal Projections at Current Per Capita Disposal Rate
Jackson County**

Estimated Per Capita Disposed	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Population	50,120	52,676	55,362	58,186	61,153	64,272	66,200	69,576	73,124	76,854
Tons	47,525	49,948	52,496	55,173	57,987	60,944	64,052	67,318	70,752	74,360

7.2.2.1 Per Capita MSW Disposal Reduction Goal

In 1991, the Northeast Georgia Regional Solid Waste Management Plan estimated that .60 tons per capita per year were being disposed from Jackson County. Based on these

numbers, it appears that the average tons disposed per person per year has increased. However, it is important to recognize that tonnage data in 1991 was estimated since most landfills in the State did not have scales. An average disposal rate of 1.0 ton per person per year translates to 5.5 pounds per person per day, which approaches the State waste reduction goal.

7.3 Waste Reduction Element

7.3.1 Inventory of Waste Reduction Programs

This section provides detailed information on Jackson County's existing waste reduction programs that target the residential, commercial/institutional, industrial, construction and demolition, and yard trimming sectors and waste streams.

7.3.1.1 Source Reduction Programs

Jackson County promotes source reduction through its Keep Georgia Beautiful Program which has a number of educational initiatives and public involvement activities to promote awareness. These are described in Section 6.6.

7.3.1.2 Reuse Programs

In Jackson County, Potters House accepts clothes, furniture, appliances, and other household goods for reuse. This social service organization refurbishes donated goods and sells them in a retail store as a fundraising service.

7.3.1.3 Recycling

Jackson County currently operates a drop-off program to collect recyclables at the County transfer station and two staffed compactor sites. The transfer station and drop-off sites collect the following products for recycling:

- Aluminum cans;
- Newspaper;
- Cardboard; and
- White goods.

Some cities within the County contract individually with private haulers for curbside collection. The Cities of Arcade and Jefferson offer curbside recycling to all residents through a contract with Waste Pro. Both cities collect newspaper and cardboard but Jefferson also collects aluminum and plastic. Residents also have access to the County drop-off centers. The City of Commerce relies on the County drop-off centers and has several volunteer organizations that collect and recycle newspaper and corrugated cardboard. The City of Hoschton contracts with BFI for curbside recyclable collection and also uses the County drop-off centers. The Cities of Nicholson, Pendergrass, Braselton, and Talmo rely on County programs. Tables 7-7,

JACKSON COUNTY

7-8, and 7-9 describe the recycling programs, markets, and facilities available to Jackson County.

**Table 7-7
Recycling Programs in Jackson County (2003)**

Type of Program	Jurisdictions	Population Served	Operated by:	Materials Accepted	Tons Diverted (2003)
Drop-Off Centers	Jackson County	41,589	Jackson County	Aluminum Cans	<1
				Newspaper	96
				Corrugated Cardboard	85
				White Goods	40
Curbside Recycling	City of Arcade	N/A	Waste Pro	Newspaper	N/A
				Corrugate Cardboard	N/A
Curbside Recycling	City of Jefferson	14,268	Waste Pro	Newspaper	N/A
				Corrugated Cardboard	N/A
				Aluminum Cans	N/A
				Plastic	N/A
Curbside Recycling	City of Hoschton	N/A	BFI		N/A

Source: Jackson County Solid Waste Department

**Table 7-8
Businesses that Accept Recyclables from the Planning Area**

Name	Location	Accepts Material from:		Materials Accepted
		Geographic Area	Sector	
Athens Recycling, Inc.	Athens, GA	Jackson County	Residential/Commercial	Metals, non-ferrous metals, aluminum cans
Foam Fabricators, Inc.	Jefferson, GA	Jackson County	Commercial	Polystyrene
Southeastern Recycle	Lawrenceville, GA	Jackson County	Residential;/Commercial	Newspaper/Corrugated

Source: Georgia Recycling Markets Directory

**Table 7-9
Recycling Facilities**

Facility Name	Facility Type	Owner/Operator	Jurisdictions Served	Sectors Served	Materials Accepted
Jackson County	Transfer Station	Jackson County	Jackson County	Residential/ Commercial	Aluminum Cans, Newspaper, Cardboard, White Goods

7.3.2 Yard Trimmings Programs and Facilities

The Jackson County transfer station accepts yard trimmings and contracts with a private vendor for grinding/mulching. The material is made available to residents upon request. Most of the cities within Jackson County also use the transfer station drop-off for yard trimmings. Hoschton and Nicholson collect yard trimmings and transport them to the County transfer station. The Cities of Commerce and Jefferson pick up yard trimmings. They also mulch/grind and make the material available to residents as needed. Table 7-10 describes the yard trimmings programs and facilities in the County.

**Table 7-10
Yard Trimmings Programs (2003)**

Program	Owner/Operator	Jurisdictions Served	Sector Served*	Materials Accepted	Final Disposition
Municipal Drop-off yard trimmings	Jackson County	Jackson County	R	Yard Trimmings	Mulched and used for municipal projects
Municipal curbside yard trimmings	Hoschton and Nicholson	Hoschton and Nicholson	R	Yard trimmings	Transported to County transfer station for mulching
Municipal curbside yard trimmings	Commerce and Jefferson	Commerce and Jefferson	R	Yard trimmings	Mulched and used for municipal projects

7.3.2.1 Items Requiring Special Handling

The County transfer station and two staffed drop-off sites accept white goods. Tires are also accepted and recycled through a contract with Green Mantech. The Cities do not have programs of their own and rely on the County drop-off centers. Table 7-11 describes the programs to handle these materials.

**Table 7-11
Programs for Materials Requiring Special Handling (2003)**

Material	Targeted Sector(s) ¹	Management Strategy	Final Disposition of Material(s)
White Goods	R	Drop-off at County transfer station	Athens Recycling
Tires	R	Drop off at County transfer station	Recycled by Green Mantech.

¹ R= Residential, I=Industrial, C=Commercial, CD= C&D
Source: Jackson County Solid Waste Department

7.3.3 Assessment of Waste Reduction Programs

County residents have access to waste reduction programs at curbside or at the County drop-off center. Based on the information reported in the Waste Disposal Stream Analysis, approximately 63 percent of the waste disposed in landfills in Georgia is paper or organic waste. Thus, the County might want to consider stepping up efforts to promote awareness of paper recycling and organics mulching opportunities to increase diversion rates for these materials.

7.3.4 Needs and Goals

Based on the inventory and assessment, adequacy of current programs and other programmatic options, including costs, Jackson County has developed the following waste reduction needs and goals:

- Ensure that the County continues to pursue the State’s 25% reduction in the amount of solid waste received at disposal facilities;
- Increase education and awareness of recycling programs and opportunities for paper and organic waste materials; and
- Sustain waste reduction programs for the next 10 years.

7.4 Collection Element

7.4.1 Inventory of Existing Collection Programs

Jackson County operates a transfer station and two staffed compactor sites. Some cities within the County contract with private haulers while in others, residents and

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businesses make their own arrangements if they want collection at the source. Arcade and Jefferson contract with Waste Pro; Braselton and Hoschton contract with BFI; Commerce contracts with Waste Management. The City of Nicholson provides curbside pickup. A list of the haulers operating in the County and a description of the collection programs are described in Tables 7-12 and 7-13.

**Table 7-12
Haulers Operating in Planning Area**

Hauler Name	Sector Served ¹	Jurisdiction(s) Served	Arrangement
United Waste	R	Jackson County	Contracts directly with residential customers.
BFI	R	Jackson County, Braselton, Hoschton	Contracts with the cities of Braselton and Hoschton and directly with residential customers elsewhere in the County.
Waste Pro	R	Jackson County, Arcade, Jefferson	Contracts with the cities of Arcade and Jefferson and directly with residential customers elsewhere in the County.
Waste Management	R	Jackson County, Commerce	Contracts with the City of Commerce and directly with residential customers elsewhere in the County.
Ronnie Seymour	R	Jackson County	Contracts directly with residential customers.
R&W Sanitation	R	Jackson County	Contracts directly with residential customers.
Jones Sanitation	R	Jackson County	Contracts directly with residential customers.
Brooks Waste Disposal	R	Jackson County	Contracts directly with residential customers.
Bolton Enterprises	R	Jackson County	Contracts directly with residential customers.
Garbage Hound	R	Jackson County	Contracts directly with residential customers.
City of Nicholson	R	Nicholson	Provides collection in Nicholson

**Table 7-13
Inventory of Collection Programs**

Type	Collector	Program Description	Jurisdictions Served	Sectors Served ¹	Contractual Arrangements
Staffed Drop-off	Jackson County	Open 7 days a week for residential garbage and recyclables.	Jackson County	R	Available to all county residents

Type	Collector	Program Description	Jurisdictions Served	Sectors Served ¹	Contractual Arrangements
Curbside Collection	Waste Pro	Curbside collection of garbage and recyclables.	Arcade, Jefferson	R, C	Hauler has contract with municipalities. Jefferson bills for residential and small commercial
Curbside Collection	BFI	Curbside collection of garbage and recyclables in Hoschton.	Braselton, Hoschton	R, C	Hauler has contract with municipalities. Hoschton bills for residential and small commercial
Curbside Collection	Waste Management	Curbside collection of garbage.	Commerce	R, C	Hauler has contract with municipality. City bills for residential and small commercial
Curbside Collection	City of Nicholson	Weekly collection of garbage.	Nicholson	R	City provides collection

7.4.1.1 Contingency Strategy

The county has long-term agreement with Waste Management's Bank's County facility. If service was disrupted due to an emergency or natural disaster, the County has an oral agreement in place to use United Waste in Barrow County. The County estimates that it would take approximately 24 hours to get the contingency plan up and running. The Cities of Commerce and Jefferson would handle pick-up for city residents until a new contract could be put in place within 24 hours. The rest of the Cities would rely on private companies to make individual arrangements with private haulers.

7.4.2 Assessment of Collection Programs

Collection programs for solid waste are sufficient to meet existing community needs. The more populated areas have at the source collection and the convenience centers are available for all citizens. As the population grows, the County will continue to review what is needed to serve community needs.

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7.4.3 Inventory of Illegal Dumping/Littering

Illegal dumping is not deemed to be a significant problem in Jackson County. The County Marshall is responsible for enforcement of illegal dumping violations.

7.4.4 Assessment of Programs to Address Illegal Disposal

Given the minimal impact of illegal dumping in Jackson County, the current enforcement program through the County Marshall seems to be adequate for addressing the issue.

7.4.5 Needs and Goals

Jackson County's goal for collection is to ensure efficient and effective collection of solid waste in the region over the next ten years.

7.5 Disposal Element

7.5.1 Inventory of Solid Waste Disposal Facilities

Jackson County owns and operates a transfer station that ships all waste to R&B landfill owned and operated by Waste Management in Banks County. Long-term contracts are in place and Waste Management has provided the County with a Letter of Capacity Assurance until 2013. Private and municipal haulers in the County make their own arrangements for disposal. In 2003, significant amounts of waste from Jackson County were disposed of in the Richland Creek and Oak Grove landfills, in addition to the R&B landfill. Most of the construction and demolition debris was delivered to East Dekalb, US-78, and the Oglethorpe County landfill. Table 7-14 shows the disposal facilities that are available to Jackson County during the planning period, based on where waste from the County has gone in the recent past and the expected life of landfills in the region.

Table 7-14
Inventory of Disposal Facilities and Thermal Treatment Technologies to be Used During the Planning Period (2004 – 2013)

Facility Name	Jurisdiction(s) Using Facility	Physical Address	Owner/ Operator	Facility Type	Types of Waste Accepted	Year Expected to Reach Capacity
R&B Landfill	Jackson County	705 Frank Bennett Road Homer, GA	Waste Management	MSWL	MSW	5/21/2040
Oak Grove Landfill	Jackson County	Off SR 324 3 mi SW of Winder	Republic Waste	MSWL	MSW	11/1/2008

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Facility Name	Jurisdiction(s) Using Facility	Physical Address	Owner/ Operator	Facility Type	Types of Waste Accepted	Year Expected to Reach Capacity
Rogers Lake Road C&D Landfill	Jackson County	Ws Rogers Lake Rd N Maddox Rd Lithonia	Apollo Waste Industries	C&D	C&D	4/10/2008
BFI East Dekalb Landfill	Jackson County	Off Scales Rd., Lithonia, GA	BFI	C&D	C&D	2/28/2005
BFI Hickory Ridge Landfill Dekalb County	Jackson County	I-285 & Moreland Ave Atlanta, GA	BFI	MSWL	MSW	6/29/2005
Forsyth County Eagle Point Landfill	Jackson County	Hightower Road Cumming, GA		MSWL	MSW	11/1/2060
BFI Richland Creek Rd Landfill Gwinnett County	Jackson County	Off Richland Crk Rd NW of Buford	BFI	MSWL	MSW	1/29/2021
Oglethorpe County C&D Landfill	Jackson County	US 78 One MILEo Crawford	Oglethorpe County	C&D	C&D	1/25/2004
US 78 Construction and Demolition Landfill	Jackson County		Walton County	C&D	C&D	6/3/2049

7.5.1.1 Assurance of 10-Year Capacity

Jackson County has a long-term agreement with Waste Management to collect and dispose of municipal solid waste from the County transfer station. Waste Management has provided Jackson County with a Letter of Capacity Assurance until 2013, included at the end of this Section. Table 7-15 indicates Jackson County's intention to have its waste disposed of by Waste Management, Inc. in the R&B Landfill for the planning period.

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**Table 7-15
Disposal Capacity Assurance Summary (2004-2013)**

Jackson County	Year 1 (2004)	Year 2 (2005)	Year 3 (2006)	Year 4 (2007)	Year 5 (2008)	Year 6 (2009)	Year 7 (2010)	Year 8 (2011)	Year 9 (2012)	Year 10 (2013)
Amount of Waste	20,549	21,597	22,699	23,856	25,073	26,351	27,142	28,526	29,981	31,510
Amount to R&B Landfill ¹	18,819	19,778	20,787	21,847	22,961	24,132	24,856	26,124	27,456	28,856
Amount to C&D landfills (East Dekalb, Oglethorpe Co., and US 78)	1,731	1,819	1,912	2,009	2,112	2,219	2,286	2,402	2,525	2,654

¹ This assumes all projected MSW will be delivered to R&B. In actuality, private haulers in the County are likely to deliver some waste to other landfills in the area.

7.5.1.2 Contingency Strategy

Jackson County has a verbal agreement with United Waste Service and the Oak Grove landfill in Barrow County. In the event of an emergency or natural disaster, municipal solid waste disposal would be transferred to the Oak Grove landfill. Service could begin within 24 hours.

7.5.2 Assessment of Disposal

Jackson County's waste projections show a moderate increase during the planning period. In spite of the increase in annual MSW tonnage, the County's existing disposal programs should be adequate to address increases. The County has a Letter of Capacity Assurance from Waste Management ensuring that the R&B landfill has adequate capacity until the year 2013 which should cover the County through the 10-year planning period.

7.5.3 Statement of Needs and Goals

Jackson County's goal is to ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.

7.6 Education and Public Involvement Element

7.6.1 Inventory of Education and Public Involvement

Jackson County recently implemented a Keep Georgia Beautiful program in November of 2003. Implementation and operation of this program will be funded through a \$1 per ton fee increase at the transfer station. Table 7-16 describes the public education and involvement activities of the County.

Table 7-16
Existing Environmental Education Initiatives

Program/Activity	Jurisdictions Covered	Operated by	Target Audience	Description of Impact
Clean & Beautiful Program	Jackson County	Jackson County	Residents, Schools, Businesses, Civic Groups	Implemented in November 2003

7.6.2 Assessment of Education and Public Involvement

Implementation of an education and public involvement program such as Keep Jackson County Beautiful is a step in the right direction for Jackson County to increase awareness of environmental issues and educate residents, students, businesses and civic organizations on the importance of recycling and waste reduction. Dedicating a funding source, such as the \$1 per ton at the transfer station, is likely to contribute to the success of the new organization.

Increasing public awareness will help the County increase waste reduction efforts, boost recycling rates and aid the County in achieving their solid waste goals.

7.6.3 Statement of Needs and Goals

Jackson County's goal with regard to public education and involvement is to ensure that residents and businesses in the region understand the issues, needs, and goals of the solid waste management system

7.7 Land Limitation Element

7.7.1 Inventory of Land Areas

In 1997, the Northeast Georgia Solid Waste Management Authority conducted a regional landfill site suitability study. As part of this study, the ten counties developed siting criteria and screened all land within the ten-county area to determine the suitability of all sites for landfill development.

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Figure 7-1 shows a map of the ten-county region with areas shaded that are considered unsuitable and of limited suitability for a solid waste disposal facility. These determinations were made based on water protection and land use criteria and host community concerns established by the Northeast Georgia Regional Solid Waste Management Authority. Table 7-17 identifies the criteria and whether the presence of these factors excluded a site altogether or lowered the ranking of the site for landfill suitability.

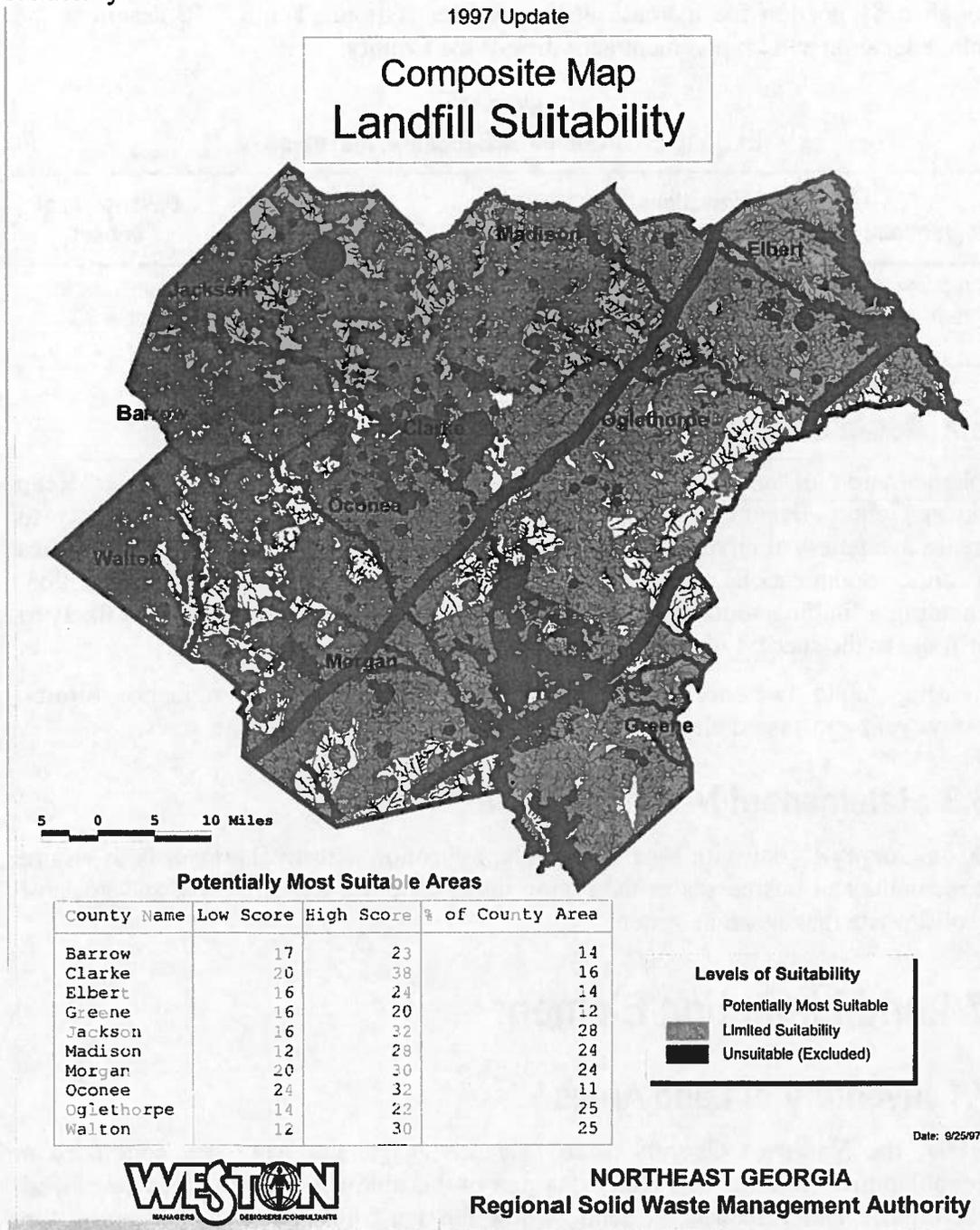


Figure 7-1

**Table 7-17
Regional Landfill Suitability Criteria**

	Criteria	Type
Water Protection (Geotechnical)	Major Fault Zone	Exclusionary
	Public Drinking Water Sources	Exclusionary
	Hydrologically Sensitive Area	Ranked
	Private Drinking Water Wells	Ranked
	Lakes, Rivers, and Creeks	Exclusionary
	Floodplains	Exclusionary
	Wetlands	Exclusionary and Ranked
	Steep Areas	Exclusionary
Land Use	Airports	Exclusionary
	Nonparticipating County Borders	Exclusionary
	Public Lands and Parks	Exclusionary
	Population Density	Exclusionary and Ranked
	Historic and Key Archaeological Sites	Ranked
	Biological/Rare Element Sites	Ranked
Host Community Concerns	Existing Pollution Sources	Ranked

Jackson County also has a zoning ordinance that would limit where solid waste handling facilities could be sited in the County.

7.7.2 Procedures for Siting Solid Waste Facilities

Any entity requesting a renewal or issuance of a solid waste handling permit from EPD must demonstrate that the facility or facility expansion is consistent with the local government's solid waste management plan. The County will use the following criteria to determine whether the issuance of the requested permit is consistent with the Solid Waste Management Plan.

- Determine whether the proposed facility or facility expansion is sited in an area deemed unsuitable according to one of the criteria list above (in groundwater recharge area; located within two miles of a municipal water supply; on soils poorly suited for development; on slopes of greater than 25 percent; presence of major highways, roads, and airports; on urban or built up lands; water bodies or wetlands; or on federal, state, or public lands).
- Determine whether the proposed facility or facility expansion is sited in a location that is consistent with local zoning ordinances.
- Determine whether the proposed facility or facility expansion negatively impacts other natural or cultural resources of the County.

Section 7

- Determine whether the proposed facility or facility expansion negatively impacts the current solid waste management infrastructure of the County;
- Determine whether the proposed facility or facility expansion negatively impacts collection capability and disposal capacity identified in the Plan.
- Determine whether the proposed facility or facility expansion negatively impacts the County's ability to contribute to the State's 25 percent waste reduction goal.
- Determine whether the proposed facility or facility expansion negatively impacts the financial viability of the County's solid waste management system.

No proposed facility or facility expansion will be sited in the County without a letter from the County Commission stating that the facility is consistent with the Solid Waste Management Plan. The County Commission will hold at least one public hearing to gather input to make this determination.

7.7.3 Assessment of Land Limitation

Approximately 72 percent of the land area in Jackson County is considered unsuitable or of limited suitability for siting a landfill.

The procedure described above, once put into place, will help ensure that facilities sited in the County are consistent with this Plan.

7.7.4 Needs and Goals

The County's goal with regard to land limitation is to ensure that proposed solid waste handling facilities are compatible with surrounding areas, are placed in areas suitable for such developments, and are consistent with the Solid Waste Management Plan.

7.8 Implementation Strategies

7.8.1 Summary of County Need and Goals

Jackson County has established the following needs and goals as part of its Solid Waste Management Plan:

- To ensure efficient and effective collection of solid waste in the County over the next ten years.
- To contribute to the statewide goal of 25 percent per capita reduction in the amount of solid waste disposed.
- To ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.
- To ensure that residents and businesses in the region understand the issues, needs, and goals of the solid waste

- To ensure that proposed solid waste handling facilities are compatible with surrounding areas, are placed in areas suitable for such developments, and are consistent with the Solid Waste Management Plan.
- To achieve a balanced and affordable solid waste management plan implementation strategy, while also meeting the goals and requirements of state law.

7.8.2 Statement/Demonstration of 10-Year Collection Capability

The current collection system in the County is effective and efficient and will be continued for the planning period. The more populated areas have at the source collection and the convenience centers are available for all citizens. As the population grows, the County will continue to review what is needed to serve community needs.

7.8.3 Statement/Demonstration of 10-Year Disposal Capacity

Jackson County has a Letter of Capacity Assurance from Waste Management ensuring that the R&B landfill has adequate capacity until the year 2013 which should cover the County through the 10-year planning period.

7.8.4 Short Term Work Program (5-Year List of Programs/Work Activities)

Table 7-18 indicates the five year implementation strategy to meet the County's needs and goals, by element.

Table 7-18
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 - 2008
Jackson County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
	x	x	x	x	x			
AMOUNT OF WASTE ELEMENT								
<i>Goal: To determine the amount and composition of solid waste generated in the region in order to establish a sound information base upon which to make management decisions and determine if state and local goals are met.</i>								
1. The County will use EPD's disposal capacity reports and DCA's waste characterization data to quantify the amount and type of waste disposed in the County.	x	x				County		
COLLECTION ELEMENT								
<i>Goal: To ensure efficient and effective collection of solid waste in the region over the next ten years.</i>								
1. Jackson County will continue to operate transfer station and two staffed compactor sites.	x	x	x	x	x	Jackson County	\$295,000	Tipping Fees/General Fund
2. City of Commerce will continue to contract with a private hauler to provide curbside collection service of MSW.	x	x	x	x	x	City of Commerce	N/A	User Fees
3. City of Jefferson will continue to contract with a private hauler to provide curbside collection service of recyclables and MSW.	x	x	x	x	x	City of Jefferson	N/A	User Fees
4. City of Arcade will continue to contract with a private hauler to provide curbside collection service of recyclables and MSW.	x	x	x	x	x	City of Arcade	N/A	User Fees

Table 7-18
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 - 2008
Jackson County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
5. City of Braselton will continue to contract with a private hauler to provide curbside collection service of MSW.	x	x	x	x	x	City of Braselton	N/A	User Fees
6. City of Hoschton will continue to contract with a private hauler to provide curbside collection service of MSW and recyclables.	x	x	x	x	x	City Hoschton	N/A	User Fees
7. City of Nicholson will continue to provide weekly curbside collection of MSW.	x	x	x	x	x	City of Nicholson	N/A	User Fees
WASTE REDUCTION ELEMENT								
<i>Goal: To ensure a 25 percent reduction in the amount of solid waste disposed of in the region Landfill and to sustain waste reduction programs for the next 10 years.</i>								
1. Jackson County will continue to operate a drop-off site for recyclables at the transfer station and two staffed compactor sites.	x	x	x	x	x	Jackson County	Costs included in Collection Section	Tipping Fees/General Fund
2. Residents in the City of Arcade will contract with private haulers for the curbside collection of recyclables.	x	x	x	x	x	Private Firm	N/A	User Fees
3. City of Jefferson will continue contracting with a private firm for curbside collection of recyclables.	x	x	x	x	x	City of Jefferson	N/A	User Fees

**Table 7-18
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 - 2008
Jackson County**

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
4. City of Hoschton will continue contracting with a private firm for curbside collection of recyclables.	x	x	x	x	x	City of Hoschton	N/A	User Fees
5. The County will continue to grind and mulch yard trimmings at the transfer station and make available to residents.	x	x	x	x	x	County	N/A	User Fees
6. The Cities of Commerce and Jefferson will continue to collect and mulch yard trimmings.	x	x	x	x	x	Commerce/Jefferson	N/A	User Fees
7. County and municipalities will encourage commercial recycling programs.	x	x	x	x	x	County/ Municipalities	\$5K/year	Solid Waste Fund
DISPOSAL ELEMENT								
<i>Goal: To ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.</i>								
1. Jackson County will continue to operate county-owned transfer station.	x	x	x	x	x	County	\$600,000	Tipping Fees/General Fund
2. Jackson County will continue to contract with a private firm for the disposal of waste.	x	x	x	x	x	County/Private Firm	---	---

Table 7-18
 Northeast Georgia
 Solid Waste Management Plan Short-Term Work Program
 2004 - 2008
 Jackson County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
3. County will continue education and enforcement programs concerning illegal dumping.	x	x	x	x	x	County	--	Solid Waste Fund
PUBLIC EDUCATION AND INVOLVEMENT ELEMENT								
<i>Goal: To ensure that residents and businesses in the region understand the issues, needs, and goals of the solid waste management system.</i>								
1. Jackson County will continue to fund its recently implemented Keep Jackson Beautiful Program.	x	x	x	x	x	County	N/A	Tipping fee (\$1 per ton)
2. All municipalities will work with the county for coordination of public education activities.	x	x	x	x	x	Cities/County	---	---
LAND LIMITATION ELEMENT								
<i>Goal: To ensure that proposed solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable for such developments.</i>								
1. County will ensure sufficient land use controls are in place.	x	x	x	x	x	County	---	---
2. County will review all permits requests for new solid waste handling facilities or expansions to determine consistency with SWMP.	x	x	x	x	x	County, NEGRSWMA	---	---

LETTER OF PARTICIPATION

R·W·BECK



JACKSON COUNTY BOARD OF COMMISSIONERS

67 ATHENS STREET • JEFFERSON, GEORGIA 30549 • 706-367-1199

HAROLD FLETCHER
Chairman

Al Crace
County Manager

February 11, 2004

Mr. Joseph Tichy
Special Projects Coordinator
Northeast Georgia Regional Development Center
305 Research Drive
Athens, GA 30605-2795

Subject: Northeast Georgia Regional Solid Waste Management Plan Update

Dear Joe:

This letter serves as confirmation of Jackson County's commitment to participate in the Northeast Georgia Regional Solid Waste Management Plan Update.

The County understands that the update will be a multi-jurisdictional plan covering the ten counties that comprise the Northeast Regional Solid Waste Management Planning Authority and address the following five core planning elements:

- Waste Reduction;
- Collection;
- Disposal;
- Land Limitation; and
- Education and Public Involvement.

The plan will also include a waste stream analysis and implementation schedule.

The County understands that all jurisdictions that agree to plan together will maintain the planning relationships established in the approved and adopted plan throughout the planning period, including the five-year Short-Term Work Program update.

The County further understands that all participating local governments must adopt the Solid Waste Plan, the Short -Term Work Program, Plan Amendments, and/or Plan Updates before the DCA will make an eligibility determination for any of the local governments participating in the plan. If the County decides to break from the planning arrangement, we understand that we will be responsible for preparing our own individual solid waste management plan.

The County agrees to participate in two public hearings held on behalf of all participating jurisdictions at a central location in the area served by the plan, following all County specific public hearing notice procedures for due notification of the hearings.

Sincerely,

Handwritten signature of Harold Fletcher in cursive script.
Harold Fletcher, Chairman

Cc: Board of Commissioners
Al Crace, County Manager
Tom Page, Solid Waste Superintendent
B.R. White, Planning Director
John Hulsey, Finance Director

MEMBERS

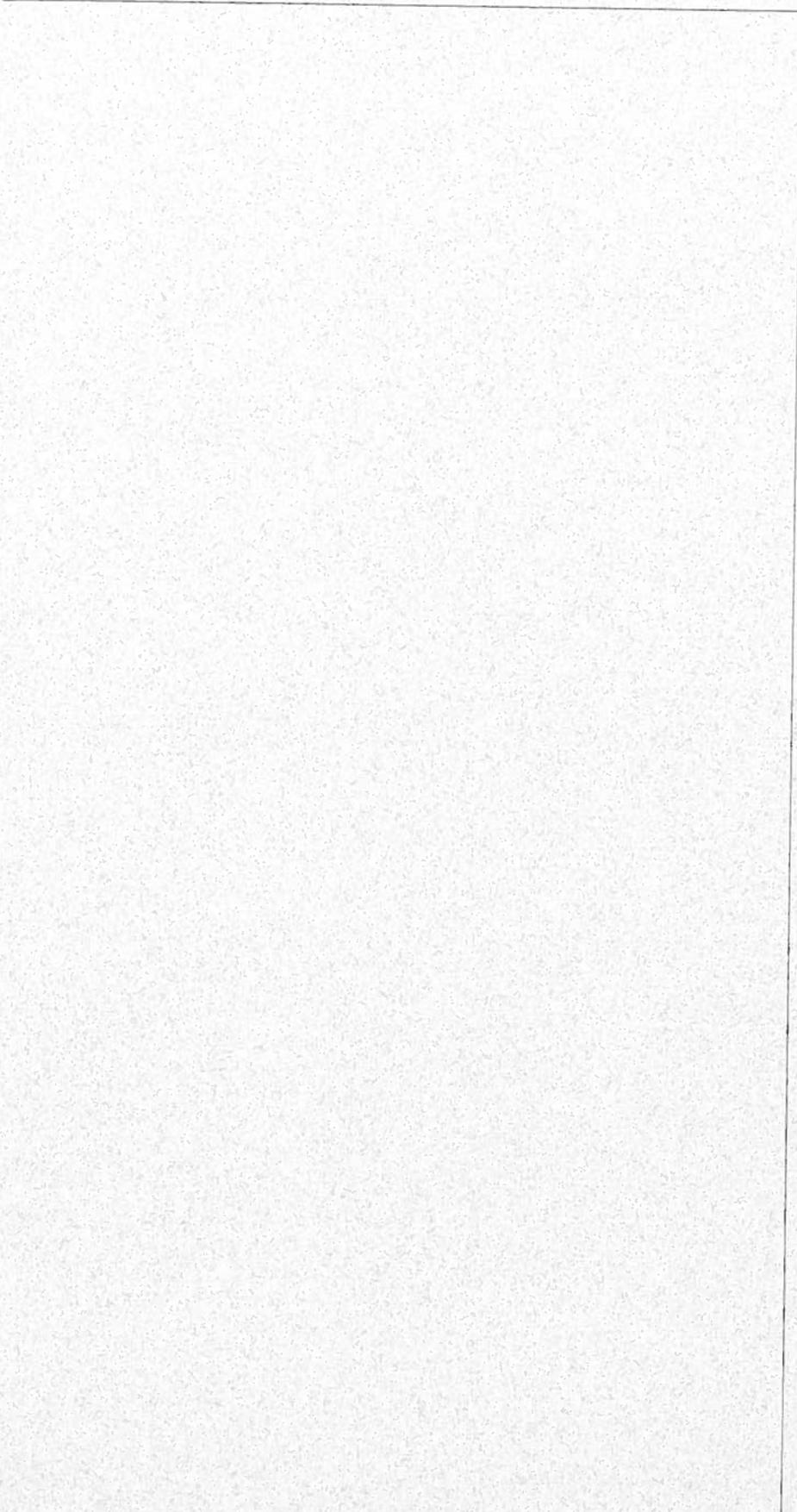
STACEY BRITT
District 1

SAMMY THOMASON
District 2

EMIL BESHARA
District 3

TONY BEATTY
District 4

CAPACITY ASSURANCE





R & B LANDFILL, INC.
A WASTE MANAGEMENT COMPANY

705 Bennett Road
Homer, GA 30547
(706) 677-2650
(706) 677-3006 Fax

September 13, 2004

Mr. Tom Page
Jackson County Solid Waste
PO Box 434
Jefferson, Ga 30549

Subject: Capacity Assurance

Dear Mr. Page:

This letter serves a disposal capacity assurance for waste generated by Jackson County from 2004 -2014. The Georgia EPC permit number for the facilities providing this assurance is 006-009D(MSWL), R&B Landfill. This assurance is based upon Jackson County disposing of approximately 46,000 tons of waste on an annual basis.

We would like to thank Jackson County for this business partnership and look forward to providing environmentally sound waste disposal options for the foreseeable future.

Sincerely,
R&B Landfill

A handwritten signature in black ink, appearing to read "Charles H. Laws".

Charles H. Laws
District Manager of Northeast Georgia

Cc: JoAnn Birrell, Waste Management Inc.
David Stuart, Waste Management Inc.
Ed Gibson, Waste Management Inc.

Section 8 MADISON COUNTY

8.1 Description of the County

8.1.1 Background

Madison County is located on the northern edge of the planning area. The county has six municipalities, with Danielsville serving as the county seat. The other cities are Carlton, Colbert, Comer, Hull and Ila.

8.1.2 Population

The most recent population figures from the 2000 U.S. Census show the County population to be 25,730. Table 8-1 shows the 2000 population, by census zone. The 2004 population is estimated at 28,454.

**Table 8-1
Madison County and Census Zone Population**

City	Population
Broad River CCD, Madison County, Georgia	1,936
Colbert CCD, Madison County, Georgia	10,790
Comer CCD, Madison County, Georgia	3,913
Danielsville CCD, Madison County, Georgia	3,856
Ila CCD, Madison County, Georgia	5,235
TOTAL	25,730

Source: 2000, U.S. Census

8.1.2.1 Seasonal Population Changes

The County does not experience any significant seasonal changes in population.

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8.1.2.2 Number of Households

The total number of households in the County planning area in 2000 was 10,520. Table 8-2 shows the number of single and multi-family households in the planning area from the 2000 U.S. Census.

Table 8-2
Housing Units in Madison County

Type	Amount
Single Family Housing	6,247
Multi-Family Housing	4,273
Total	10,520

Source: 2000, U.S. Census

8.1.3 Economic Activity

As identified by the Georgia Department of Labor (2002) Table 8-3 indicates for the County the number of businesses and number of employees for each sector identified by NAISC code.

Table 8-3
Madison County Employment by NAICS Category

MADISON COUNTY		
Industry	Number of Firms	Number of Employees
Goods Producing	139	1,076
Agriculture, forestry, & fishing	9	24
Mining	0	0
Construction	111	578
Manufacturing	20	475
Food Manufacturing	*	*
Beverage & tobacco mfg	0	0
Textile mills	*	*
Textile product mills	0	0
Apparel Manufacturing	*	*
Leather & allied product mfg		
Wood product Manufacturing	*	*
Paper Manufacturing	0	0
Printing and related activities	0	0
Petroleum and coal products mfg	0	0
Chemical Manufacturing	0	0
Plastics & rubber products mfg	0	0
Nonmetallic mineral product mfg	5	42
Primary metal Manufacturing	0	0
Fabricated metal product mfg	*	*
Machinery Manufacturing	0	0
Computer & electronic product mfg	0	0
Electrical equipment/appliance	*	*
Transportation equipment	*	*
Furniture and related product mfg	4	30
Miscellaneous mfg industries	0	0
Service Producing	206	1,254
Wholesale trade	18	58
Retail trade	54	353
Transportation and warehousing	13	53
Utilities	*	*
Information	6	24
Finance and insurance	8	61

MADISON COUNTY		
Industry	Number of Firms	Number of Employees
Real estate and rental and leasing	7	12
Professional, scientific/tech svcs	21	66
Management: companies/enterprises	*	*
Administrative and waste svcs	14	50
Educational services	*	*
Health care and social services	14	201
Arts, entertainment and recreation	*	*
Accommodation and food services	14	163
Other services (except government)	30	138
Unclassified - industry not assigned	7	8
Total - Private Sector	352	2,339
Total - Government	30	1,156
Federal government	4	52
State government	10	79
Local government	16	1,025

Source: 2002, Georgia Department of Labor

8.2 Waste Disposal Stream Analysis

8.2.1 Inventory of Waste Disposed

The Georgia Division of Environmental Protection reports that 17,766 tons of waste was disposed in MSW landfills and 2,621 tons of waste was disposed in construction and demolition landfills from Madison County between the fourth quarter of 2002 through the third quarter of 2003. This results in a per capita disposal rate of 3.64 pounds per day, lower than the State average. It is assumed that this number is lower than the State average for three reasons:

- The effectiveness of waste reduction programs;
- Illegal disposal in more rural areas of the County;
- Export to disposal facilities in South Carolina; and
- Deliveries to the Athens-Clarke County landfill with some Madison County waste documented as Athens-Clarke County waste.

Table 8-4 shows the results of an analysis that breaks down the waste disposed from Madison County in MSW and C and D landfills by sector. A telephone survey of landfills in the State of Georgia, conducted by R.W. Beck, Inc., suggests that of the waste delivered to MSW landfills, 66.6 percent is MSW (generated by the commercial

or residential sector), 12.3 percent is construction and demolition debris, 14 percent is industrial, and 7.1 percent is sludge or biosolids. These percentages were applied to the amount of waste disposed of in MSW landfills from Madison County and its municipalities.

**Table 8-4
Waste Disposed by Section (4Q 2002 through 3Q 2003)
Madison County**

Sector	Tons to MSW Landfill	Tons to C&D Landfill	Total Tons
Residential	6,978.1		6,978.1
Commercial	4,854.3		4,854.3
Industrial	2,487.3		2,487.3
C&D	2,185.2	2,621	4,806.2
Sludge/Biosolids	1,261.4		1,261.4
TOTAL	17,766.3	2,621	20,387.3

To break down the MSW portion of the waste disposed in MSW landfills by residential and commercial generators, preliminary results from the first season of sampling for the Georgia Department of Community Affairs (DCA) waste composition study were used. Results from 120 samples taken from three landfills in the State indicated that approximately 32 percent of the waste stream comes from commercial generators and 46 percent comes from residential generators. The remaining 22 percent was in transfer trailers and thus the source was not identifiable. For purposes of this analysis, it is assumed that the waste in the transfer trailers has the same residential/commercial split as the rest of the MSW delivered to the MSW landfills.

8.2.1.1 Waste Characterization

Preliminary analysis of waste characterization from the DCA sampling study shows the percentage of each type of material in the commercial and residential waste disposed of in an MSW landfill, shown in Table 8-5. These results suggest that 63 percent of the residential and commercial waste disposed of in Georgia landfills is paper or organic material. Once the waste characterization study is complete, these percentages can be revised to be more specific to the northeast Georgia region.

**Table 8-5
Projected Characterization of MSW Disposed from Madison County¹**

Material	Average
Newspaper	4.9%
Corrugated Cardboard	9.6%
Office	2.5%
Magazine/Glossy	3.0%
Paperboard	3.9%
Mixed (Other Recyclable)	3.3%
Other (Non-recyclable)	10.0%
Total Paper	37.2%
#1 PET Bottles	1.7%
#2 HDPE Bottles	1.2%
#3-#7 Bottles	0.3%
Expanded Polystyrene	1.6%
Film Plastic	8.1%
Other Rigid Plastic	3.9%
Total Plastic	16.9%
Clear	2.0%
Green	0.5%
Amber	1.6%
Other	0.5%
Total Glass	4.6%
Steel Cans	1.9%
Aluminum Cans	1.0%
Other Ferrous	2.9%
Other Non-Ferrous	0.8%
Total Metal	6.6%
Yard Waste	1.5%
Wood (non-C&D)	2.1%
Food Waste	11.9%
Textiles	3.8%
Diapers	2.7%
Fines	3.3%
Other Organics	0.8%
Total Organics	26.0%

Material	Average
Drywall	0.2%
Wood	3.1%
Inerts	0.2%
Carpet	1.4%
Other C&D	1.0%
Total C&D	5.9%
Televisions	0.1%
Computers	0.1%
Other Electronics	1.3%
Tires	0.3%
HHW	0.2%
Other Inorganics	0.9%
Total Inorganics	2.8%
Total	100.0%

¹ Based on sampling data from Georgia Waste Characterization, Fall 2003

8.2.1.2 Unique Conditions and/or Seasonal Variations

Madison County knows of no unique conditions or seasonal variations that will dramatically change the amount of waste projected.

8.2.1.3 Waste Generating Disasters

Without knowing the type and degree of an unanticipated disaster, Madison County can not project the amount or type of waste that would need to be managed from such an event. However, any additional yard trimmings that would need to be managed would be delivered to the Oglethorpe County landfill. Any additional MSW would be delivered to Oak Grove landfill.

8.2.2 Projections of Waste to be Disposed

Table 8-6 shows waste projections based on the estimated per capita waste disposed in the most recent year for which data are available. Based on 17,766 tons disposed in MSW landfills and 2,621 tons disposed in C&D landfills, approximately .74 tons were disposed of per capita per year. If this per capita disposal rate were to remain the same, it is estimated that 27,965 tons per year would be disposed by the end of the planning period.

Table 8-6
Waste Disposal Projections at Current Per Capita Disposal Rate
Madison County

Estimated Per Capita Disposed	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Population	29,364	30,304	31,273	32,274	33,306	34,410	35,511	36,647	37,820	29,364
Tons	20,387	21,040	21,713	22,407	23,124	23,864	24,628	25,444	26,258	27,098

8.2.2.1 Per Capita MSW Disposal Reduction Goal

It is difficult to determine the waste reduction achieved since 1991 based on the tonnage data available. In 1991, since Madison County had no historic scale data, the Northeast Georgia Regional Solid Waste Management Plan assumed that the per capita disposal rate in Madison County was equivalent to the regional average (without Athens-Clarke County) of .79 tons per capita per year. Based on the tonnage of waste reported by the County, Madison County's per capita disposal rate declined approximately 16 percent between 1991 and 2002.

8.3 Waste Reduction Element

8.3.1 Inventory of Waste Reduction Programs

This section provides detailed information on Madison County's existing waste reduction programs that target the residential, commercial/institutional, industrial, construction and demolition, and yard trimming sectors and waste streams.

8.3.1.1 Source Reduction Programs

Madison County operates a Keep Madison County Beautiful program that handles the education outreach for the County. The program promotes source reduction, reuse, and recycling initiatives by targeting schools, government, businesses and private citizens. These programs are described in more detail in Section 7.6.

8.3.1.2 Recycling

The Madison County transfer station has the only recycling center in the County. The center accepts glass, paper, aluminum, steel cans, tires, scrap metal, motor oil and batteries. The entire County population has access to the center. The County also operates annual programs to recycle Christmas trees and telephone books. Tables 8-7, 8-8, and 8-9 describe the recycling programs, markets, and facilities available to Madison County.

**Table 8-7
Recycling Programs in Athens-Clarke County (2003)**

Type of Program	Jurisdictions	Population Served	Operated by:	Materials Accepted	Tons Diverted (2003)
Drop-off Center	Madison County	22,214	Madison County	Glass	N/A
				Paper	217.36
				Steel Cans	N/A
				Tires	40.36
				Scrap Metal	239.21
				Aluminum	1.14
				Batteries	2.38
				Motor Oil	2.55
Commingled	35.33				

Source: Madison County Solid Waste Department

**Table 8-8
Businesses that Accept Recyclables from the Planning Area**

Name	Location	Accepts Material from:		Materials Accepted
		Geographic Area	Sector	
Athens Auto Wrecking Co.	Hull, GA	Madison County	Residential/Commercial	Metals, Ferrous Metals, Metal Appliances, Autos, Non Ferrous Metals, Aluminum Cans

Source: Georgia Recycling Markets Directory

**Table 8-9
Recycling Facilities**

Facility Type	Owner/ Operator	Jurisdictions Served	Sectors Served	Materials Accepted	Tons Processed (2003)	Average Tons Per Day Processed ¹	Maximum Processing Capacity (TPD)
Transfer Station	Madison County	Madison County	Residential/ Commercial	Glass	35.33	.15	N/A
				Paper	217.36	.87	N/A
				Steel Cans			N/A
				Tires	40.36	.17	N/A
				Scrap Metal	239.21	.96	N/A
				Aluminum	1.14	.004	N/A
				Batteries	2.38	.009	N/A
				Motor Oil	2.55	.032	N/A

8.3.2 Yard Trimmings Programs and Facilities

The Madison County transfer station does not accept yard trimmings. Residents throughout the County take their yard trimmings, leaves and limbs to the Oglethorpe County C&D landfill for disposal.

Keep Madison Beautiful sponsors an annual project to recycle Christmas trees. The local electric utility grinds the trees into mulch that is used to landscape government offices.

The Cities of Comer and Danielsville own grinders that are used to mulch limbs. City work crews then use the mulch for landscaping. Residents take their yard trimmings to the C&D landfill in Oglethorpe.

Table 8-10 describes the yard trimmings programs operating in the County.

**Table 8-10
Yard Trimmings Programs (2003)**

Program	Owner/Operator	Jurisdictions Served	Sector Served*	Materials Accepted	Final Disposition
Municipal Drop-off yard trimmings	Oglethorpe County	Madison County	Residential	Yard trimmings	Disposed in C&D landfill
Municipal Limb Grinding	Cities of Comer and Danielsville	Cities of Comer and Danielsville	Residential, Commercial	Limbs	Ground for mulch used for City landscaping

8.3.2.1 Items Requiring Special Handling

The Madison County recycling center at the County transfer station accepts and recycles tires for a fee, white goods, car batteries and scrap metal. All County residents have access to the facility. Keep Madison County Beautiful also holds an annual white goods/battery collection. Tire Amnesty Days have been held in the past and were sponsored through DRP's Scrap Tire Grant. Table 8-11 highlights these programs.

**Table 8-11
Programs for Materials Requiring Special Handling (2003)**

Material	Targeted Sector(s) ¹	Management Strategy	Final Disposition of Material(s)
Scrap Metal	R	Drop-off at County Recycling Center	America Recycles/Allewines
Tires	R	Drop-off at County Recycling Center	GreenMan Tech
Car Batteries	R	Drop-off at County Recycling Center	Certified processor
White Goods	R	Drop-off at County Recycling Center	America Recycles/Allewines

¹ R= Residential, I=Industrial, C=Commercial, CD= C&D
Source: Madison County Solid Waste Department

8.3.3 Assessment of Waste Reduction Programs

Madison County operates one drop-off center for the collection of recyclables. All residents and businesses in the County must bring materials to this site. Residents must take any yard trimmings to Oglethorpe County where they are disposed in an inert landfill.

8.3.4 Needs and Goals

Based on the inventory and assessment, adequacy of current programs and other programmatic options, including costs, Madison County has developed the following waste reduction needs and goals:

- Ensure that the County continues to pursue the State's 25% reduction in the amount of solid waste received at disposal facilities;
- Increase education and awareness of recycling programs and opportunities for paper and organic waste materials; and
- Sustain waste reduction programs for the next 10 years.

8.4 Collection Element

8.4.1 Inventory of Existing Collection Programs

Madison County offers drop-off garbage and recycling to County residents at one large convenience center. The County has a contract with Oak Grove landfill in Barrow County to haul and dispose of garbage.

The Cities of Colbert, Danielsville, and Comer pick up curbside and deliver waste to the Madison County transfer station.

In Hull and Ila, residents contract directly with private haulers.

A list of the haulers operating in the County and a description of the collection programs are described in Tables 8-12 and 8-13.

**Table 8-12
Haulers Operating in Planning Area**

Hauler Name	Hauler Address	Sector Served ¹	Jurisdiction(s) Served	Arrangement ²
George Anglin	(706) 788-2053	R	Madison County	Residents contract individually with hauler
GA Waste Service	5181 Bay Creek Ch Rd.-Loganville, GA-30249- (706) 369-7555	R	Madison County	Residents contract individually with hauler
Madison Sanitation	P.O. Box 175-Hull, GA-30646-(706) 546-8428	R	Madison County	Residents contract individually with hauler
Trashman Wayne Bradberry	(770) 725-4596	R	Madison County	Residents contract individually with hauler

MADISON COUNTY

Hauler Name	Hauler Address	Sector Served ¹	Jurisdiction(s) Served	Arrangement ²
Strickland's Weekly Pickup	(706) 246-0481	R	Madison County	Residents contract individually with hauler
Clifford Bridges or Robert Bridges	1046 Hwy 106 S.-Hull, GA-30646-(706) 789-3568	R	Madison County	Residents contract individually with hauler
Jones Sanitation	4765 Danielsville St.-Danielsville, GA-30633-(706) 789-2376	R	Madison County	Residents contract individually with hauler
Alphonzo Mathis	285 Mission Drive-Athens, GA-30601-(706) 543-2752	R	Madison County	Residents contract individually with hauler
NE GA Waste Services	Donovan Thompson-(706) 297-4051	R	Madison County	Residents contract individually with hauler
Jim DeRevere One Time/Special Pick up	(706) 788-3757	R	Madison County	Residents contract individually with hauler
P D Conwell	611 Transco Road-Comer, GA-30629-(706) 795-2967	R	Madison County	Residents contract individually with hauler
Louise Langston	1117 Cromers Bridge Rd.-Royston, GA-30662-(706) 245-5937	R	Madison County	Residents contract individually with hauler
Larry Pulliam Community Recycling	(706) 246-0093	R	Madison County	Residents contract individually with hauler
4 Sons Sanitation	47 Adams Duncan Rd.-Hull, GA-30646-(706) 353-6744	R	Madison County	Residents contract individually with hauler
City of Colbert			City of Colbert	Collect from all City residents
City of Danielsville			City of Danielsville	Collect from all City residents
City of Comer			City of Comer	Collect from all City residents

¹ R= Residential, I=Institutional, C= Commercial, CD= C&D

² i.e., contract with local government, franchise agreement with local government, independent contract with generators, etc.
Source: Madison County Solid Waste Department

**Table 8-13
Inventory of Collection Programs**

Type	Collector	Program Description	Jurisdictions Served	Sectors Served¹	Contractual Arrangements
Curbside Collection	Colbert, Danielsville, Comer	Weekly collection of garbage	Colbert, Danielsville, Comer	R	Cities provide collection services for residents
Curbside Collection	Private Haulers	Weekly curbside collection of garbage and recyclables.	Hull and Ila	R	Haulers contract with municipality
Drop-Off Collection	Madison County	Drop-off convenience center	Madison County	R	County has an agreement with Oak Grove Landfill in Barrow County to haul and dispose

8.4.1.1 Contingency Strategy

In the event of a disaster or emergency, the contingency plan for the County and its municipalities would be simple dump collection. The County estimates that it would take approximately three days to implement a contingency plan.

8.4.2 Assessment of Collection Programs

Collection programs for solid waste are sufficient to meet existing community needs. The more populated areas have at the source collection and the transfer station and recycling center drop off sites are available for all citizens. As the population grows, the County will continue to review what is needed to serve community needs.

8.4.3 Inventory of Illegal Dumping/Littering

Madison County does not feel that illegal dumping is an issue or problem within the County or its municipalities.

8.4.4 Assessment of Programs to Address Illegal Disposal

Madison County does not require a program to address illegal dumping as it is not a problem. Code enforcement handles the few problems that occur and Keep Madison County Beautiful offers continuing public education to keep incidents low.

8.4.5 Needs and Goals

Madison County will continue to strive to meet the needs of the County and to stay current on equipment and services to meet future needs.

8.5 Disposal Element

8.5.1 Inventory of Solid Waste Disposal Facilities

Madison County operates a County transfer station and has a contract with a private hauler to dispose of waste collected at the transfer station at the Oak Grove landfill in Barrow County. Most of the solid waste from the County was delivered to Oak Grove, with a much smaller amount delivered to Chambers R&B landfill. Construction and demolition debris was delivered to Oglethorpe County and the US-78 landfill in Walton County. Waste from the County will continue going to the landfills listed in Table 8-14 throughout the planning period.

Table 8-14
Inventory of Disposal Facilities and Thermal Treatment Technologies to be Used During the Planning Period (2004 – 2013)

Facility Name	Jurisdiction(s) Using Facility	Physical Address	Owner/ Operator	Facility Type	Types of Waste Accepted	Year Expected to Reach Capacity
Oak Grove Landfill	Madison County	Off SR 324 3 mi SW of Winder	Republic Waste	MSWL	MSW	11/1/2008
Butts-Co Pine Ridge Recycling	Madison County	Baily Jester Road Griffin		MSWL	MSW	6/29/2049
WMI-Live Oak #2 (SL)	Madison County	Old McDonough Rd AT I-285 Atlanta, GA	Waste Management	MSWL	MSW	12/31/2004
Banks County R&B Chambers Landfill	Madison County	705 Frank Bennett Road Homer, GA	Waste Management	MSWL	MSW	5/21/2040
Forsyth County Eagle Point Landfill	Madison County	Hightower Road Cumming, GA		MSWL	MSW	11/1/2060

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Facility Name	Jurisdiction(s) Using Facility	Physical Address	Owner/ Operator	Facility Type	Types of Waste Accepted	Year Expected to Reach Capacity
Oglethorpe County C&D Landfill	Madison County	US 78 One MILEo Crawford	Oglethorpe County	C&D	C&D	2014
US 78 Construction and Demolition Landfill	Madison County		Walton County	C&D	C&D	6/3/2049

8.5.1.1 Assurance of 10-Year Capacity

Madison County has an agreement with Republic Waste for the hauling and disposal of solid waste. The County has obtained a letter of capacity assurance from Republic for both the Oak Grove and Pine Ridge landfills, ensuring capacity in excess of 10 years. Table 8-15 identifies the disposal capacity assurance strategy for Madison County for the ten year planning period.

**Table 8-15
Disposal Capacity Assurance Summary (2004-2013)**

Madison County	Year 1 (2004)	Year 2 (2005)	Year 3 (2006)	Year 4 (2007)	Year 5 (2008)	Year 6 (2009)	Year 7 (2010)	Year 8 (2011)	Year 9 (2012)	Year 10 (2013)
Amount of Waste	8,280	8,545	8,818	9,101	9,392	9,692	10,013	10,334	10,664	11,005
Amount to Oak Grove/Pine Ridge Landfill	5,515	5,692	5,874	6,062	6,256					
Landfill Selected by Contractor						6,456	6,670	6,883	7,103	7,330
Amount to US-78 or Oglethorpe C&D landfill	2,765	2,853	2,945	3,039	3,136	3,237	3,344	3,451	3,561	3,675

¹ This assumes all projected MSW will be delivered to Oak Grove until it closes and then to the landfill selected by the Contractor. In actuality, private haulers in the County are likely to deliver some waste to other landfills in the area.

8.5.1.2 Contingency Strategy

In the event of an emergency or natural disaster, the County and its municipalities would stage materials at the transfer station until the materials can be transferred to a disposal site. The County owns a large paved area on the transfer station site. In the event of a disaster or emergency, the County has made provisions to transport debris to the transfer station and to stage the debris at the paved site until the County can make arrangements to load the materials and transport them to the Oak Grove Landfill or Oglethorpe C&D Landfill for final disposal. The County estimates that it would take about three days to put a contingency plan in place.

8.5.2 Assessment of Disposal

Madison County's current disposal practices seem adequate to meet their needs even with projected waste disposal rates expected to increase by about 18 percent. The County's letter of capacity assurance from Republic Waste should ensure continued waste transport and disposal for the 10 year planning period.

8.5.3 Statement of Needs and Goals

Madison County's goal is to ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.

8.6 Education and Public Involvement Element

8.6.1 Inventory of Education and Public Involvement

Madison County operates Keep Madison County Beautiful (KMCB) a fully funded program with paid staff. KMCB promotes and coordinates waste reduction activities throughout the county and cities. KMCB programs include Adopt-a-Highway, Adopt-a-Road, Christmas tree recycling, telephone book recycling, speakers and school programs. Table 8-16 describes the public education and involvement activities of the County.

**Table 8-16
Existing Environmental Education Initiatives**

Program/Activity	Jurisdictions Covered	Operated by	Target Audience	Description of Impact
Adopt-a-Highway	Madison County	KMCB	Businesses and Civic Groups	Keeps highways clean
Adopt-a-Road	Madison County	KMCB	Businesses and Civic Groups	Keeps roadways clean
Christmas Tree Recycling	Madison County	KMCB	Residents	Reduces waste at inert landfill and provides free mulch
Telephone Book Recycling	Madison County	KMCB	Businesses and Residents	Promotes recycling
Speakers Program	Madison County	KMCB	Businesses and Civic Groups	Educates citizens on environmental issues
School Program	Madison County	KMCB	Students	Promotes recycling among students

8.6.2 Assessment of Public Education and Involvement

KMCB provides the County with the resources need to promote sound solid waste management. Thus, the County has the resources needed to develop and implement educational programs related to solid waste management as the need arises.

8.6.3 Statement of Needs and Goals

Madison County' goal with regard to public education and involvement is to ensure that residents and businesses understand the issues, needs, and goals of the solid waste management system.

8.7 Land Limitation Element

8.7.1 Inventory of Land Areas

In 1997, the Northeast Georgia Solid Waste Management Authority conducted a regional landfill site suitability study. As part of this study, the ten counties developed siting criteria and screened all land within the ten-county area to determine the suitability of all sites for landfill development.

Figure 8-1 shows a map of the ten-county region with areas shaded that are considered unsuitable and of limited suitability for a solid waste disposal facility. These determinations were made based on water protection and land use criteria and host community concerns established by the Northeast Georgia Regional Solid Waste Management Authority. Table 8-17 identifies the criteria and whether the presence of

these factors excluded a site altogether or lowered the ranking of the site for landfill suitability.

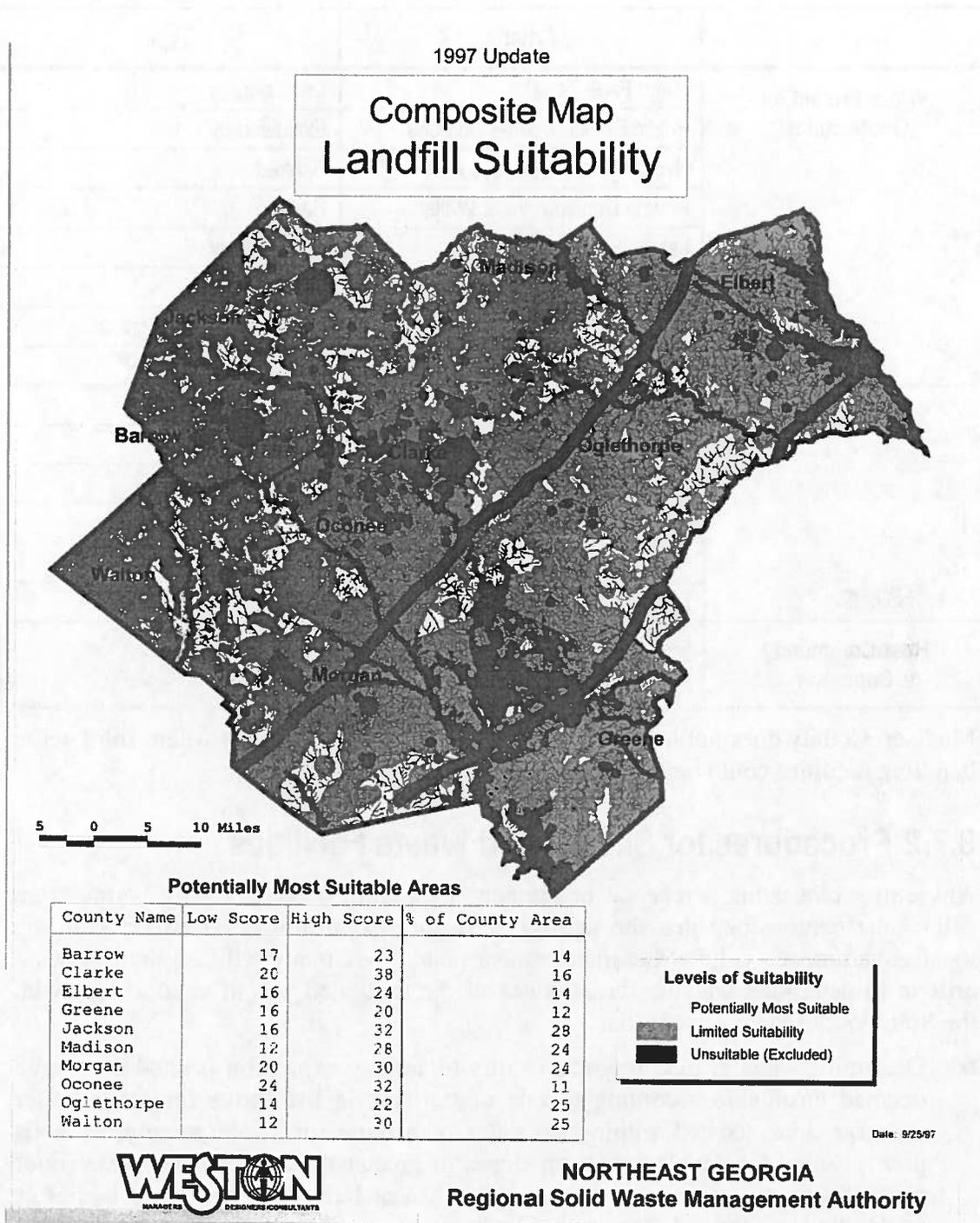


Figure 8-1

**Table 8-17
Regional Landfill Suitability Criteria**

	Criteria	Type
Water Protection (Geotechnical)	Major Fault Zone	Exclusionary
	Public Drinking Water Sources	Exclusionary
	Hydrologically Sensitive Area	Ranked
	Private Drinking Water Wells	Ranked
	Lakes, Rivers, and Creeks	Exclusionary
	Floodplains	Exclusionary
	Wetlands	Exclusionary and Ranked
Land Use	Steep Areas	Exclusionary
	Airports	Exclusionary
	Nonparticipating County Borders	Exclusionary
	Public Lands and Parks	Exclusionary
	Population Density	Exclusionary and Ranked
	Historic and Key Archaeological Sites	Ranked
Host Community Concerns	Biological/Rare Element Sites	Ranked
	Existing Pollution Sources	Ranked

Madison County does not have a zoning ordinance that would limit where solid waste handling facilities could be sited in the County.

8.7.2 Procedures for Siting Solid Waste Facilities

Any entity requesting a renewal or issuance of a solid waste handling permit from EPD must demonstrate that the facility or facility expansion is consistent with the local government's solid waste management plan. The County will use the following criteria to determine whether the issuance of the requested permit is consistent with the Solid Waste Management Plan.

- Determine whether the proposed facility or facility expansion is sited in an area deemed unsuitable according to one of the criteria list above (in groundwater recharge area; located within two miles of a municipal water supply; on soils poorly suited for development; on slopes of greater than 25 percent; presence of major highways, roads, and airports; on urban or built up lands; water bodies or wetlands; or on federal, state, or public lands).
- Determine whether the proposed facility or facility expansion is sited in a location that is consistent with local zoning ordinances.
- Determine whether the proposed facility or facility expansion negatively impacts other natural or cultural resources of the County.

- Determine whether the proposed facility or facility expansion negatively impacts the current solid waste management infrastructure of the County;
- Determine whether the proposed facility or facility expansion negatively impacts collection capability and disposal capacity identified in the Plan.
- Determine whether the proposed facility or facility expansion negatively impacts the County's ability to contribute to the State's 25 percent waste reduction goal.
- Determine whether the proposed facility or facility expansion negatively impacts the financial viability of the County's solid waste management system.

No proposed facility or facility expansion will be sited in the County without a letter from the County Commission stating that the facility is consistent with the Solid Waste Management Plan. The County Commission will hold at least one public hearing to gather input to make this determination.

8.7.3 Assessment of Land Limitation

Approximately 76 percent of the land area in Athens-Clarke County is considered unsuitable or of limited suitability for siting a landfill.

The procedure described above, once put into place, will help ensure that facilities sited in the County are consistent with this Plan.

8.7.4 Needs and Goals

Madison County's goals with regard to land limitation are to ensure that proposed solid waste handling facilities are compatible with surrounding areas, are placed in areas suitable for such developments, and are consistent with the Solid Waste Management Plan.

8.8 Implementation Strategies

8.8.1 Summary of County Need and Goals

Madison County has established the following needs and goals as part of its Solid Waste Management Plan:

- To ensure efficient and effective collection of solid waste in the County over the next ten years.
- To contribute to the statewide goal of 25 percent per capita reduction in the amount of solid waste disposed.
- To ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.
- To ensure that residents and businesses in the region understand the issues, needs, and goals of the solid waste

Section 8

- To ensure that proposed solid waste handling facilities are compatible with surrounding areas, are placed in areas suitable for such developments, and are consistent with the County's Solid Waste Management Plan.
- To achieve a balanced and affordable solid waste management plan implementation strategy, while also meeting the goals and requirements of state law.

8.8.2 Statement/Demonstration of 10-Year Collection Capability

Madison County will continue existing collection programs for solid waste to meet ten year collection capabilities. The more populated areas have at the source collection and the convenience centers are available for all citizens. As the population grows, the County will continue to review what is needed to serve community needs.

8.8.3 Statement/Demonstration of 10-Year Disposal Capacity

Madison County has an agreement with Republic Waste for the hauling and disposal of solid waste. Republic Waste has proved the County with a letter assuring capacity in excess of 10 years for both the Oak Grove and Pine Ridge landfills.

8.8.4 Short Term Work Program (5-Year List of Programs/Work Activities)

Table 8-18 indicates the five year implementation strategy to meet the County's needs and goals, by element.

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Table 8-18
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 – 2008
Madison County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
	AMOUNT OF WASTE ELEMENT							
<p><i>Goal: To determine the amount and composition of solid waste generated in the region in order to establish a sound information base upon which to make management decisions and determine if state and local goals are met.</i></p>								
1. The County will use EPD's disposal capacity reports and DCA's waste characterization data to quantify the amount and type of waste disposed in the County.	x	x				County	N/A	N/A
<p align="center">COLLECTION ELEMENT</p> <p><i>Goal: To ensure efficient and effective collection of solid waste in the region over the next ten years.</i></p>								
1. Madison County will continue to operate solid waste drop-off at the transfer station.	x		x	x	x	Madison County	N/A (part of landfill operation costs)	Solid Waste Fund
2. City of Colbert will continue curbside solid waste collection for residential waste.	x		x	x	x	City of Colbert	N/A	User Fees
3. City of Comer will continue to provide residential curbside solid waste collection.	x		x	x	x	City of Comer	N/A	N/A
4. City of Danielsville will continue curbside pickup of residential solid waste.	x		x	x	x	City of Danielsville	N/A	N/A

Table 8-18
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 – 2008
Madison County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
5. Cities of Hull and Ila will continue to have residents contract directly with private haulers for collection.	x	x	x	x	x	City of Hull City of Ila/Private Hauler	N/A	N/A
6. Businesses in the county will contract with private haulers or with respective municipalities for collection of solid waste.	x	x	x	x	x	Businesses/ Municipalities/ Private Firms	---	User Fees

WASTE REDUCTION ELEMENT

Goal: To ensure a 25 percent reduction in the amount of solid waste disposed of in the region Landfill and to sustain waste reduction programs for the next 10 years.

1. Madison County will provide a drop-off site for recyclables at the transfer station.	x	x	x	x	x	Madison County/ Municipalities	N/A	Solid Waste Fund
2. County and municipalities will encourage commercial recycling programs through education.	x	x	x	x	x	County/ Municipalities	\$5K/year	Solid Waste Fund
3. Various civic organizations and private businesses will continue to help KMCB sponsor recycling programs.	x	x	x	x	x	Civic Groups/Private Businesses	---	---
4. Keep Madison County Beautiful will continue to promote recycling and waste reduction activities in the county.	x	x	x	x	x	Keep Madison County Beautiful	---	---

**Table 8-18
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 – 2008
Madison County**

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
DISPOSAL ELEMENT								
<i>Goal: To ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.</i>								
1. Madison County will continue to operate a transfer station and contract with a private hauler for waste disposal.	x	x	x	x	x	County	---	---
2. County will promote education and enforcement programs concerning illegal dumping.	x	x	x	x	x	County	\$10K/year	Solid Waste Fund/Donations
PUBLIC EDUCATION AND INVOLVEMENT ELEMENT								
<i>Goal: To ensure that residents and businesses in the region understand the issues, needs, and goals of the solid waste management system.</i>								
1. Madison County will continue to fund the KMCB Program for county-wide public education.	x	x	x	x	x	Keep Madison County Beautiful	\$24K +5%/year	Solid Waste Fund
2. Madison County will help develop and participate in a regional clearinghouse of solid waste management information.	x	x	x	x	x	County/RDC	Part of \$20K, per capita basis	Solid Waste Fund
3. All municipalities will work with the County for coordination of public education activities.	x	x	x	x	x	Cities/County	---	---

<p align="center">Table 8-18 Northeast Georgia Solid Waste Management Plan Short-Term Work Program 2004 – 2008 Madison County</p>									
Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding	
	LAND LIMITATION ELEMENT								
<p><i>Goal: To ensure that proposed solid waste handling facilities are compatible with surrounding areas, are placed in areas suitable for such developments, and are consistent with the Solid Waste Management Plan</i></p>									
1. County will ensure sufficient land use controls are in place.	x	x	x	x	x	County	--	---	
2. County will review all permit requests for new solid waste handling facilities or expansions to determine consistency with SWMP.	x	x	x	x	x	County, NEGRSWMA	--	---	

LETTER OF PARTICIPATION

R·W·BECK



WESLEY J. NASH, CHAIRMAN

WILLIAM "BILL" TAYLOR
DISTRICT 1
JOHNNY FITZPATRICK
DISTRICT 2
MIKE YOUNGBLOOD
DISTRICT 3
MELVIN DRAKE
DISTRICT 4
BRUCE SCOGIN
DISTRICT 5
C. MORRIS FORTSON
COUNTY CLERK / FINANCE OFFICER

February 11, 2004

Mr. Joseph Tichy
Special Projects Coordinator
Northeast Georgia Regional Development Center
305 Research Drive
Athens, GA 30605-2795

Subject: Northeast Georgia Regional Solid Waste Management Plan Update

Dear Joe:

This letter serves as confirmation of Madison County's commitment to participate in the Northeast Georgia Regional Solid Waste Management Plan Update.

The county understands that the update will be a multi-jurisdictional plan covering the ten counties that comprise the Northeast Regional Solid Waste Management Planning Authority and address the following five core planning elements:

- Waste Reduction;
- Collection;
- Disposal;
- Land Limitation; and
- Education and Public Involvement.

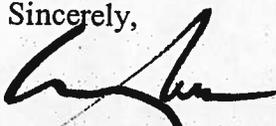
The plan will also include a waste stream analysis and implementation schedule.

The County understands that all jurisdictions that agree to plan together will maintain the planning relationships established in the approved and adopted plan throughout the planning period, including the five-year Short-Term Work Program update.

The County further understands that all participating local governments must adopt the Solid Waste Plan, the Short -Term Work Program, Plan Amendments, and/or Plan Updates before the DCA will make an eligibility determination for any of the local governments participating in the plan. If the County decides to break from the planning arrangement, we understand that we will be responsible for preparing our own individual solid waste management plan.

The County agrees to participate in two public hearings held on behalf of all participating jurisdictions at a central location in the area served by the plan, following all County specific public hearing notice procedures for due notification of the hearings.

Sincerely,



Wesley J. Nash
Chairman

CAPACITY ASSURANCE



967 Carl Bethlehem Road Winder, GA 30680 (770) 867-2499 FAX (770) 307-0934

Post-It® Fax Note	7871	Date	9/15/04
To	Lee Carrown	From	Sandra Webb
Co./Dept.		Co.	
Phone #		Phone #	795-5151
Fax #		Fax #	

September 13, 2004

Ms. Sandra Webb
Environmental Specialist
P.O. Box 293
Danielsville, GA 30633

Dear Ms. Webb:

The Oak Grove Landfill, Permit No. 007-020D(SL) and Pine Ridge Landfill, Permit No. 018-008D(MSWL) are owned and operated by Republic Services of Georgia, Limited Partnership have in excess of 10 years of disposal capacity.

The landfills are open to the public and accept waste that is acceptable under state and federal regulations from customers in good standing. Madison County and the municipalities of Danielsville, Carlton, Colbert, Hull and Ila as customers in good standing of the landfills will be allowed to dispose of the approximate 18,000 tons of waste generated annually for the next ten years at Pine Ridge and Oak Grove as long as they maintain their current status.

If you need any additional information, please give me a call at (770) 867-2499.

Sincerely,

Mark R. Allen
Area Landfill & Transfer Station Manager

ORDINANCES AND
AGREEMENTS

MADISON COUNTY
OUT-OF-COUNTY SOLID WASTE ORDINANCE

AN ORDINANCE TO PROHIBIT THE DISPOSAL OF OUT-OF-COUNTY SOLID WASTES IN MADISON COUNTY; TO PROVIDE FOR PENALTIES FOR VIOLATION; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF ROADS AND REVENUES OF MADISON COUNTY, GEORGIA, AND IT IS HEREBY ORDAINED BY THE AUTHORITY OF SAME AS FOLLOWS:

SECTION I. SHORT TITLE

This ordinance shall be known as the "OUT-OF-COUNTY SOLID WASTE ORDINANCE".

SECTION II. DEFINITIONS

As used in this ordinance, "Solid Waste" shall mean putrescible and nonputrescible wastes, except water-carried body waste and materials destined for recycling, and shall include garbage, rubbish (paper, cartons, boxes, wood, tree branches, yard trimmings, furniture and appliances, metal, tin cans, glass, crockery, or dunnage), ashes, street refuse, dead animals, sewage sludges, animal manures, industrial wastes (waste materials generated in industrial operations), residue from incineration, food processing wastes, demolition wastes, abandoned automobiles, dredging wastes, construction wastes, and any other waste material in a solid or semi-solid state not otherwise defined in these regulations.

SECTION III. PROHIBITION OF DISPOSAL OF OUT-OF-COUNTY WASTES

Disposal of solid wastes generated in a county other than Madison County shall be prohibited in Madison County.

SECTION IV. PENALTIES.

- a. In the event that any person violates any provision of this Resolution, the County may, in addition to other remedies, institute injunction, mandamus, or other appropriate action or proceeding to prevent such unlawful act or to correct or abate such violation.
- b. Any person who shall do anything prohibited by this Resolution or who shall fail to do anything required by this Resolution shall be guilty of a misdemeanor, amenable to the process of the Magistrate Court of Madison County, and upon conviction, shall be assessed with a fine of not more than \$1000 or imprisonment for not more than 12 months, or both, and in addition may be liable to pay all costs and expensed involved in such case. Each day any violation continues shall be considered a separate offense.
- c. In addition thereto and totally and separately distinct therefrom, any violation of any provisions of this ordinance or failure to comply with any of its requirements shall be grounds for immediate suspension or revocation of any and all permits.

SECTION V. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or any portion of this Resolution be declared invalid or unconstitutional by any Court of competent jurisdiction, or if the provisions of any part of this Resolution as applied to any particular situation or set or circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Resolution not so held

to be invalid, or the application of this Resolution to other circumstances not so held to be invalid. It is hereby declared to be the intent of the Board of Commissioners to provide for separable and divisible parts, and it does hereby adopt any and all parts hererof as may not be held invalid for any reason.

SECTION VI. AUTOMATIC REPEAL.

All Resolutions, or Ordinances, or parts therof, in conflict with the terms of thin Resolution are hereby repealed; but it is hereby provided that any Resolution, Ordinance, or law, which may be applicable hereto and aid in carrying out and making effective the intent, purpose and provisions hereof, which shall be liberally construed to be in favor of Madison County, is hereby adopted as a part hereof.

THIS RESOLUTION IS HEREBY ADOPTED this 27th day of June, 1989 to become effective immediately.

MADISON COUNTY BOARD OF COMMISSIONERS

William C. Madden

Chairman

Ned Berryman
Vice Chairman
Commissioner District #2

John B. Bell
Commissioner District #1

SOLID WASTE, SCRAP TIRE AND TRASH ORDINANCE OF MADISON COUNTY

TITLE

An ordinance defining litter, waste, scrap tires and public or private property; regulating the disposal of litter and waste, the transportation of litter and waste, the use of garbage or litter containers or receptacles, providing for the orderly disposal of solid waste; prescribing penalties for the violation of the ordinance and for other purposes related thereto.

Enactment Clause

For the purpose of promoting the health, safety and general welfare of the present and future inhabitants of Madison County and to provide an orderly and safe disposal of waste, the Board of Commissioners of Madison County, Georgia does hereby ordain and enact into law the following:

Section 1 – Definitions:

The term “litter” shall mean all discarded sand, gravel, slag, brickbats, rubbish, waste material, tin cans, refuse, garbage, trash, debris, dead animals or other discarded materials of every kind and description which are not waste as such term is defined herein.

“Public or private property” means the right of way of any road or highway; any body of water or watercourse; any park, playground, building, refuge, or conservation or recreation area; and residential or farm properties, timberlands, or forests.

“Waste” means all discarded substances and materials whatsoever exceeding 10 pounds in weight or 15 cubic feet in volume, or any such substance in any weight or volume if biomedical waste, hazardous waste (as that term is defined in O.C. G. A. Section 12-8-62), a hazardous substance (as that term is defined by O.C.G.A. Section 12-8-92), or any such substance or material dumped for commercial purposes. “Waste” includes without limitation, bottles; boxes; containers; papers; tobacco products; tires; appliances; mechanical equipment or parts; building or construction materials; tools; machinery; wood; motor vehicles; and motor vehicle parts; vessels; aircraft equipment; waste oil; batteries; antifreeze; slug from a waste-water treatment facility, water supply treatment plant, or air pollution control facility; air contaminants from any source or facility; and any other discarded material or substance of every kind and description resulting from domestic, industrial, commercial, mining, or governmental operations, including household, commercial, construction and demolition waste, or industrial solid waste which is non-hazardous, non-medical, and in a form classified as solid waste by the Georgia Department of Natural Resources.

“Scrap tires” means all tires which are no longer suitable for their original intended purpose because of wear, damage or defect. See O.C.G.A. §12-8-22 (31).

Section 2 – Waste Disposal – General:

- (A) The owner or occupant of any premises shall be responsible for the sanitary handling and disposition of garbage, litter, waste, scrap tires and refuse on the premises used or occupied by such person.
- (B) It shall be unlawful to dump, deposit, throw or leave or to cause or permit the dumping, depositing, placing, throwing or leaving of litter, waste or scrap tires at any place in this county, including, without limitation, any public or private property in this county or any waters in this county unless such litter or waste originates in this county and;
 - 1. The property is designated and permitted by the State of Georgia and/or by the Madison County Board of Commissioners or its duly designated agent for disposal of litter and waste, and the person is authorized to use such property; and
 - 2. The litter or waste is placed into a receptacle or container installed on such property; however, any litter or waste placed into such a receptacle or container installed on such property must not be allowed to accumulate for an unreasonable period of time, and in no event shall it be allowed to accumulate to the point of overflowing the container or receptacle or to a point where the container or receptacle may not be closed.
- (C) It shall be unlawful for any person to dump or place waste unless authorized to do so by law or by a duly issued permit:
 - 1. In or on any public highways, road, street, alley, or thoroughfare, including any portion of the right of way thereof, or on any other public lands except in containers of areas lawfully provided for such dumpings;
 - 2. In or on any fresh water lake, river, canal, or stream or creek; or
 - 3. In or on any public or private property unless such dumping will not adversely affect the public health and is not in violation of any other local, state or federal law, rule, or regulation.

Section 3 – Transporting Litter and Waste:

- (A) It shall be unlawful to drive or operate a vehicle in Madison County hauling wet or moist litter or waste which leaks, flows freely or spills from such vehicle.
- (B) Any litter or waste hauled on a moving vehicle in Madison County shall be covered or secured in such a manner that the litter or waste will not blow or escape from said vehicle while moving or parked on public streets or roadways in Madison County.
- (C) It shall be unlawful for any vehicle to transport litter or waste on any public streets, or roadways, in Madison County without suitable coverings or other restraint devices securely fastening such litter or waste to the vehicle so as to prevent any materials from being deposited on the roads or adjoining areas of the county. However, this section shall not prohibit the necessary spreading of any substance in public road maintenance or public road construction operations.

Section 4 – Regulation of Garbage or Litter Containers or Receptacles:

- (A) All garbage or litter containers or receptacles shall be maintained in as sanitary a manner as is reasonably possible consistent with its use for garbage and litter disposal.
- (B) Persons using garbage or litter container or receptacles shall deposit all authorized garbage and refuse in the container or receptacle.
- (C) No person shall deposit any burning or smoldering material in any such container or receptacle;
- (D) No person shall set fire to the contents of any such container and receptacle;
- (E) No dead animals shall be deposited in any such container or receptacle;
- (F) No person shall deposit large noncompactible articles in such containers or receptacles such as stoves, refrigerators, bed springs, mattresses, tires, large tree limbs, air conditioning units, or similar items;
- (G) No one shall deposit any flammable or explosive materials in any such containers or receptacles;
- (H) No person shall place or scatter litter or waste in or around such containers or receptacles.

Section 5 – Accumulation:

- (A) No owner or occupant of any premises in the unincorporated areas of Madison County shall allow litter or waste to accumulate thereon. No owner or occupant of any such property shall bury or burn litter or waste without prior authorization and permission from the applicable regulatory agency including but not limited to, the Environmental Protection Agency, Environmental Protection Division and/or the Georgia Forestry Service. Nothing in this provision shall authorize or be construed to permit the burial or burning of any material which is otherwise prohibited by state or federal law.
- (B) No owner or occupant of any property shall allow the accumulation on his or her premises of garbage or waste where such material creates or causes a health hazard to neighbors or other citizens, or which is unsightly or emits foul or obnoxious odors.
- (C) It shall be unlawful for any person to set fire to the contents of, indiscriminantly scatter or disperse the contents of, or otherwise vandalize any containers used for the storage or dumping of litter or waste.
- (D) The conduct described in paragraphs (A) – (C) of this Section 5 shall constitute a separate violation of the ordinance for each day the garbage or waste material remains on such premises.

Section 6 – Violations/Penalties:

- (A) Any person, firm, or corporation violating any portion of this ordinance shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished as follows:
1. By fine of not less than \$100.00 not more than \$1000.00 or up to 60 days imprisonment or both. Each day the violation continues shall be a separate offense. However, this section shall not preclude the county from choosing to seek civil redress in a court of competent jurisdiction in addition to the criminal prosecution, it being the intent of the county to have both the civil and criminal rights of prosecution in this area; and/or
- (B) In the sound discretion of a court in which conviction is obtained, the violator may be directed to pick up and remove from any public street or highway or public right of way for a distance not to exceed one mile any litter the person has deposited and any and all litter deposited thereon by anyone else prior to the date of execution of sentence; and/or
- (C) In the sound discretion of the court in which conviction is obtained, the person may be directed to pick up and remove from an public park, private right of way, or with the prior permission of the legal owner or tenant in lawful possession of such property, any private property upon which it can be established by competent evidence that the person has deposited litter thereon, and all litter deposited thereon by anyone prior to the date of execution of sentence; and/or
- (D) The court may publish the names of persons convicted of violating this ordinance.
- (E) In the case of an improper garbage or waste disposal site, the property owner, contractor, developer, builder or other person responsible for the property shall cause the property to be cleaned and to come into full compliance with this ordinance. Madison County shall not be responsible for any costs of cleanup or remediation.

Section 7 – Enforcement:

Enforcement of this ordinance shall be the responsibility of the Madison County Code Enforcement Officer or his/her designee or the Madison County Sheriff or his/her designee. Any person or persons authorized to enforce this ordinance shall be empowered to enter any property, upon reasonable cause, at reasonable times in order to inspect the property for violations of this ordinance, subject to the condition that to allow entry on private property for inspection, the alleged violation of this ordinance must be visible from a public road or right of way, or upon such officer having received a written complaint signed by three residents of separate households of Madison County, Georgia alleging a violation of this ordinance. The Magistrate Court of Madison County shall also be authorized to issue summons for hearings on alleged violations of this ordinance upon written accusation of any person sui juris alleging such violation.

Section 8 – Civil Remedies and Abatement of Nuisance:

In the event that any person, firm, or corporation violates any provision of this ordinance, the county attorney or other appropriate authority of the county may, in addition to other

remedies, institute an action for injunction, mandamus, or other appropriate action or proceeding to prevent such unlawful act or to correct or abate such violation.

Section 9 – Evidence of Violations:

- (A) Whenever litter is thrown, deposited, dropped, or dumped from any motor vehicle, boat, airplane, or other conveyance in violation of this ordinance, it shall be prima-facie evidence that the operator of the conveyance has violated this ordinance.
- (B) Whenever any litter which is dumped, deposited, thrown, or left on public or private property in violation of the ordinance is discovered to contain any article or articles, including but not limited to letters, bills, publications, or other writings which display the name of a person thereon in such a manner as to indicate that the article belongs or belonged to such person, it shall be a rebuttable presumption that such person has violated this ordinance.

Section 10 – Yard Trimmings:

Yard trimmings shall not be placed in or mixed with solid waste. Yard trimmings shall not be disposed at any solid waste disposal facility having liners and leachate collection systems or requiring vertical expansion within the county. Yard trimmings shall be sorted and stockpiled or chipped, composted, used as mulch, or otherwise beneficially reused or recycled to the maximum extent feasible. Any yard trimmings to be collected by any entity other than the property owner shall be sorted and stored in such a manner as to facilitate collection, composting, or other handling.

Section 11 – Recycling:

The Madison County Board of Commissioners hereby finds that it is in the best interest of the citizens of Madison County, in order to promote the health, safety, welfare and morals of the citizens of the county, to recycle as many waste materials as possible in order to reduce the accumulation of litter and garbage and solid waste material within the county and to reduce the overall solid waste materials which must be properly disposed of. Therefore, it is the policy of the Madison County Board of Commissioners to encourage recycling whenever practicable.

Section 12 – Severability:

Should any sentence, section, subsection or provision of this ordinance or application of a provision of this ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the ordinance as a whole nor any part thereof that is not specifically declared to be invalid or unconstitutional.

Therefore, be it ordained, that all conflicting resolutions, ordinance, or part of ordinances, or resolutions in conflict with this ordinance are hereby repealed.

Be it further ordained, that this ordinance shall take effect July 1, 1998 and shall be enforced from and after such date, the public welfare demanding it. So adopted and approved by the Board of Commissioners of Madison County, Georgia, this ____ day of _____, 1999.

Section 9 MORGAN COUNTY

9.1 Description of the County

9.1.1 Background

Morgan County covers 355 square miles in the southern part of the planning area and has four municipalities: Bostwick, Buckhead, Madison and Rutledge. The largest is the county seat, Madison. Hard Labor Creek State Park, the largest park in the State, is located in the County.

9.1.2 Population

The most recent population figures from the 2000 U.S. Census show the County population to be 15,457. Table 9-1 shows the 2000 population, by census zone. The 2004 population is estimated to be 17,337.

Table 9-1
Morgan County and Census Zone Population

City	Population
Bostwick CCD, Morgan County, Georgia	2,309
Buckhead CCD, Morgan County, Georgia	2,407
Godfrey CCD, Morgan County, Georgia	1,335
Madison CCD, Morgan County, Georgia	6,422
Rutledge CCD, Morgan County, Georgia	2,984
TOTAL	15,457

Source: 2000, U.S. Census

9.1.2.1 Seasonal Population Changes

The County does not experience any significant seasonal changes in population.

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9.1.2.2 Number of Households

The total number of households in the County planning area in 2000 was 6,128. Table 9-2 shows the number of single and multi-family households in the planning area from the 2000 U.S. Census.

Table 9-2
Housing Units in Morgan County

Type	Amount
Single Family Housing	4,569
Multi-Family Housing	1,559
Total	6,128

Source: 2000, U.S. Census

9.1.3 Economic Activity

As identified by the Georgia Department of Labor (2002) Table 9-3 indicates for the County the number of businesses and number of employees for each sector identified by NAISC code.

Table 9-3
Morgan County Employment by NAICS Category

MORGAN COUNTY		
Industry	Number of Firms	Number of Employees
Goods Producing	109	1,750
Agriculture, forestry, & fishing	20	95
Mining	0	0
Construction	65	228
Manufacturing	25	1,427
Food Manufacturing	*	*
Beverage & tobacco mfg	0	0
Textile mills	*	*
Textile product mills	*	*
Apparel Manufacturing	0	0
Leather & allied product mfg		
Wood product Manufacturing	*	*
Paper Manufacturing	0	0
Printing and related activities	*	*
Petroleum and coal products mfg	0	0

MORGAN COUNTY

MORGAN COUNTY		
Industry	Number of Firms	Number of Employees
Chemical Manufacturing	*	*
Plastics & rubber products mfg	*	*
Nonmetallic mineral product mfg	4	37
Primary metal Manufacturing	0	0
Fabricated metal product mfg	0	0
Machinery Manufacturing	*	*
Computer & electronic product mfg	*	*
Electrical equipment/appliance	0	0
Transportation equipment	*	*
Furniture and related product mfg	*	*
Miscellaneous mfg industries	*	*
Service Producing	291	3,289
Wholesale trade	17	288
Retail trade	69	768
Transportation and warehousing	12	48
Utilities	1	*
Information	7	49
Finance and insurance	17	140
Real estate and rental and leasing	13	37
Professional, scientific/tech svcs	31	105
Management: companies/enterprises	*	*
Administrative and waste svcs	19	573
Educational services	*	*
Health care and social services	23	237
Arts, entertainment and recreation	*	*
Accommodation and food services	35	448
Other services (except government)	40	111
Unclassified - industry not assigned	11	14
Total - Private Sector	410	5,053
Total - Government	32	1,055
Federal government	6	47
State government	11	138
Local government	15	870

9.2 Waste Disposal Stream Analysis

9.2.1 Inventory of Waste Disposed

Morgan County reports that 11,848 tons of solid waste was delivered to MSW landfills in 2003. This results in 3.86 pounds per capita per day, lower than the State average. The reasons that Morgan County dispose of less municipal solid waste than average are assumed to be:

- Successful waste reduction programs;
- Illegal disposal; and
- Use of burn barrels.

The Georgia Division of Environmental Protection reports that between the fourth quarter of 2002 through the third quarter of 2003, the last four quarters for which data was reported, a total of 6,729 tons of waste was disposed in construction and demolition landfills.

Table 9-4 shows the results of an analysis that breaks down the waste disposed from Morgan County in MSW and C & D landfills by sector. A telephone survey of landfills in the State of Georgia, conducted by R. W. Beck, Inc., suggests that of the waste delivered to MSW landfills, 66.6 percent is MSW (generated by the commercial or residential sector), 12.3 percent is construction and demolition debris, 14 percent is industrial, and 7.1 percent is sludge or biosolids. These percentages were allocated to the amount of waste disposed of in MSW landfills from Morgan County and its municipalities.

**Table 9-4
Waste Disposed by Sector (4Q 2002 through 3Q 2003)
Morgan County**

Sector	Tons to MSW Landfill	Tons to C&D Landfill	Total Tons
Residential	4,654		4,654
Commercial	3,237		3,237
Industrial	1,659		1,659
C&D	1,457	6,729	8,186
Sludge/Biosolids	841		841
TOTAL	11,848	6,729	18,577

To break down the MSW portion of the waste disposed in MSW landfills by residential and commercial generators, preliminary results from the first season of sampling for the Georgia Department of Community Affairs (DCA) waste composition study were used. Results from 120 samples taken from three landfills in the State indicated that approximately 32 percent of the waste stream comes from commercial generators and 46 percent comes from residential generators. The

remaining 22 percent was in transfer trailers and thus the source was not identifiable. For purposes of this analysis, it is assumed that the waste in the transfer trailers has the same residential/commercial split as the rest of the MSW delivered to the MSW landfills.

9.2.1.1 Waste Characterization

Preliminary analysis of waste characterization from the DCA sampling study shows the percentage of each type of material in the commercial and residential waste disposed of in an MSW landfill, shown in Table 9-5. These results suggest that 63 percent of the residential and commercial waste disposed of in Georgia landfills is paper or organic material. Once the waste characterization study is complete, these percentages can be revised to be more specific to the northeast Georgia region.

**Table 9-5
Projected Characterization of MSW Disposed from Morgan County¹**

Material	Average
Newspaper	4.9%
Corrugated Cardboard	9.6%
Office	2.5%
Magazine/Glossy	3.0%
Paperboard	3.9%
Mixed (Other Recyclable)	3.3%
Other (Non-recyclable)	10.0%
Total Paper	37.2%
#1 PET Bottles	1.7%
#2 HDPE Bottles	1.2%
#3-#7 Bottles	0.3%
Expanded Polystyrene	1.6%
Film Plastic	8.1%
Other Rigid Plastic	3.9%
Total Plastic	16.9%
Clear	2.0%
Green	0.5%
Amber	1.6%
Other	0.5%
Total Glass	4.6%

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Material	Average
Steel Cans	1.9%
Aluminum Cans	1.0%
Other Ferrous	2.9%
Other Non-Ferrous	0.8%
Total Metal	6.6%
Yard Waste	1.5%
Wood (non-C&D)	2.1%
Food Waste	11.9%
Textiles	3.8%
Diapers	2.7%
Fines	3.3%
Other Organics	0.8%
Total Organics	26.0%
Drywall	0.2%
Wood	3.1%
Inerts	0.2%
Carpet	1.4%
Other C&D	1.0%
Total C&D	5.9%
Televisions	0.1%
Computers	0.1%
Other Electronics	1.3%
Tires	0.3%
HHW	0.2%
Other Inorganics	0.9%
Total Inorganics	2.8%
Total	100.0%

¹ Based on sampling data from Georgia Waste Characterization, Fall 2003

9.2.1.2 Unique Conditions and/or Seasonal Variations

Morgan County knows of no unique conditions or seasonal variations that will dramatically change the amount of waste projected.

9.2.1.3 Waste Generating Disasters

Without knowing the type and degree of an unanticipated disaster, Morgan County can not project the amount or type of waste that would need to be managed from such an event. However, any additional yard trimmings that would need to be managed would be delivered to the inert landfill at the transfer station. If that proves inadequate, the County can also contract for tree and limb removal and stockpile debris on land within the County until it can be properly disposed of. Any additional MSW would be delivered by SDS to the Oak Grove landfill.

9.2.2 Projections of Waste to be Disposed

Table 9-6 shows waste projections based on the estimated per capita waste disposed in the most recent year for which data are available. In Morgan County, approximately 1.1 tons were disposed of per capita per year, .70 tons per person per year in an MSW landfill. If this per capita disposal rate were to remain the same, it is estimated that 16,039 tons per year would be disposed by the end of the planning period.

**Table 9-6
Waste Disposal Projections at Current Per Capita Disposal Rate
Morgan County**

Estimated Per Capita Disposed	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Population	16,811	17,337	17,897	18,438	19,015	19,610	20,223	20,890	21,543	22,217
Tons	12,136	12,515	12,907	13,311	13,727	14,156	14,623	15,080	15,552	16,039

9.2.2.1 Per Capita MSW Disposal Reduction Goal

In 1991, the Northeast Georgia Regional Solid Waste Management Plan estimated that .82 tons per capita per year were being disposed from Morgan County in MSW landfills. Based on the tonnage of waste disposed in 2003 provided by the County, the per capita disposal rate declined by 14 percent between 1991 and 2003. Although these are the best historical data available, it is important to recognize that tonnage data, especially from 1991 when most landfills in the State did not have scales, are only estimates. Thus the waste reduction achieved to date may not be precise.

9.3 Waste Reduction Element

9.3.1 Inventory of Waste Reduction Programs

This section provides detailed information on Morgan County's existing waste reduction programs that target the residential, commercial/institutional, industrial, construction and demolition, and yard trimming sectors and waste streams.

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9.3.1.1 Source Reduction Programs

Morgan County operates a Keep Morgan County Beautiful program that promotes source reduction, reuse, and recycling through education initiatives and public involvement efforts that are detailed in the Education and Public Involvement section of this Plan.

9.3.1.2 Recycling

Morgan County provides 13 compactor sites throughout the County. These unstaffed recycling collection points accept all types of paper products and containers including metal cans, all plastics, glass, and juice and milk cartons. All recyclables are taken to the RMPF facility in Athens, Georgia, for processing. Tire collection and recycling is ongoing at the transfer station along with white goods and scrap metal.

Through their contract with BFI, the City of Madison provides weekly pick-up of recyclables for residential customers for a fee of \$1.50 - \$2.50 per month. The City program accepts aluminum, newspaper, magazines, corrugated cardboard, glass, #1 and #2 plastics, and steel cans.

Commercial firms throughout the County are served by private firms that recycle corrugated cardboard. Industrial recycling efforts are either operated by the industries themselves or contracted with private firms.

Tables 9-7 and 9-8 show recycling programs and facilities available to Morgan County.

**Table 9-7
Recycling Programs in Morgan County (2003)**

Type of Program	Jurisdictions	Population Served	Operated by:	Materials Accepted
Curbside Recycling	City of Madison	6,422	Private Hauler	Newspaper
				Aluminum Cans
				Glass Bottles
				Plastic Bottles
				Magazines
				Corrugated Cardboard
				Steel Cans
Drop-Off Centers	Throughout Morgan County	15,457	Morgan County	Metal Cans
				Plastics
				Juice/Milk Cartons
				Glass
				Newspaper
Magazines				

Type of Program	Jurisdictions	Population Served	Operated by:	Materials Accepted
Transfer Station Drop-Off	Morgan County	15,457	Morgan County	Tires
				White Goods
				Scrap Metal
Commercial Recycling	Throughout Morgan County	N/A	Private Haulers	Corrugated cardboard
Industrial Recycling	Throughout Morgan County	N/A	Industry or Private Hauler	N/A

9.3.2 Yard Trimmings Programs and Facilities

Morgan County operates an inert landfill that accepts yard trimmings. Yard trimmings are not accepted at any of the 13 county drop-off centers. This yard trimmings drop-off is described in Table 9-8.

**Table 9-8
Yard Trimmings Programs (2003)**

Program	Owner/Operator	Jurisdictions Served	Sector Served*	Materials Accepted	Final Disposition
Municipal Drop-off yard trimmings	Morgan County	Morgan County	R	Yard Trimmings	Disposed in County's inert landfill

9.3.2.1 Items Requiring Special Handling

Items requiring special handling are accepted at the County's transfer station. These items include tires, scrap metal and white goods which are included as part of the metal recycling. Tires are recycled through a private processor, GreenMan, twice per year. Lead batteries are collected twice a year at not charge and recycled through a private operator. These programs are described in Table 9-9.

**Table 9-9
Management of Special Materials**

Material	Targeted Sector(s) ¹	Management Strategy	Final Disposition of Material(s)
Lead Acid Batteries	R	Free twice a year collection	Recycled through a private provider
White Goods	R	Drop-off at County transfer station	Recycled as part of the County's metal recycling
Tires	R	Drop-off at County transfer station	Recycled with a private provider

¹ R= Residential, I=Industrial, C=Commercial, CD= C&D
Source: Morgan Solid Waste Department

9.3.3 Assessment of Waste Reduction Programs

Morgan County's waste reduction program offers at the source collection of recyclables in the Madison, the largest city in the County and drop-off centers sited throughout the County. Yard trimmings are diverted from the Subtitle D landfill but are not reused. Based on the information reported in the Waste Disposal Stream Analysis, approximately 63 percent of the waste disposed in landfills sampled statewide is paper or organic waste. Thus, any increased waste reduction efforts will focus on diverting these materials.

9.3.4 Needs and Goals

Based on the inventory and assessment, adequacy of current programs and other programmatic options, including costs, Morgan County has developed the following waste reduction needs and goals:

- Ensure that the County continues to pursue the State's 25% reduction in the amount of solid waste received at disposal facilities;
- Increase education and awareness of recycling programs and opportunities for paper and organic waste materials; and
- Sustain waste reduction programs for the next 10 years.

9.4 Collection Element

9.4.1 Inventory of Existing Collection Programs

Morgan County provides trash collection through a "green box" system where public dumpsters are scattered through the County. The County transports waste from the green box sites to the County transfer station. In 2002, an average of 400 tons of residential trash, 630 tons of industrial waste, and 400 tons of commercial waste were collected each month in Morgan County. The waste is then hauled out of the County to the Oak Grove landfill in Barrow County under a contract with SDS.

The Cities of Bostwick provides trash collection through municipal compactors. Waste collected at these compactors is hauled to the Morgan County transfer station where it is transferred out of the County. The City of Buckhead provides backdoor collection, which they then bring to the county compactor sites.

The City of Rutledge provides curbside pick up. The City of Madison provides weekly backdoor trash pick up for 1,700 commercial and residential customers through a contract with BFI. Madison also provides leaf and limb pick up on a weekly basis and a "junk" truck which customers can schedule by appointment for hauling scrap metal and comparable materials. Rutledge and Madison's waste is hauled to the County transfer station.

A list of the haulers operating in the County and a description of the collection programs are described in Tables 9-10 and 9-11.

**Table 9-10
Haulers Operating in Planning Area**

Hauler Name	Sector Served ¹	Jurisdiction(s) Served	Arrangement
SDS	Residential, Commercial	Morgan County	Contracts with County to haul waste from transfer station.
City of Bostwick	Residential	City of Bostwick	Contract between City and County
City of Buckhead	Residential	City of Buckhead	Contract between City and County
BFI	Residential	City of Madison	Contract with City
SDS	Residential, Commercial	City of Rutledge	Contract with City

**Table 9-11
Inventory of Collection Programs**

Type	Collector	Program Description	Jurisdictions Served	Sectors Served ¹	Contractual Arrangements
Green Box Drop-off	Morgan County	Drop off program	Morgan County	R,	County contracts with B&W for commercial collection. Program is free to residents.
	B&W			C	
Drop-off Program	County	Trash collected through municipal compactors	Bostwick	R	
Backdoor Pick up	Buckhead	Weekly MSW collection	Buckhead	R	
Curbside Collection	Rutledge/SDS	Weekly collection of garbage	City of Rutledge	R	
Backdoor Pick up	BFI	Weekly recyclables collection	Madison	R	Hauler contracts directly with the City
	Madison	Weekly MSW collection			

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Type	Collector	Program Description	Jurisdictions Served	Sectors Served ¹	Contractual Arrangements
Leaf & Limb Program	Madison	Weekly leaf & limb collection	Madison	R	

9.4.1.1 Contingency Strategy

In the event of an emergency or natural disaster, Morgan County would temporarily contract with SDS, a private hauler, for the use of their transfer station. The County estimates that a contingency plan could be implemented within two to three days and would cover all jurisdictions within the County.

9.4.2 Assessment of Collection Programs

Collection programs are available for all residents and businesses in the County. At-the-source collection programs are available in the more populated areas while residents in the less populated areas bring their waste to green box sites and the transfer stations. The transfer station makes collection more efficient since the cities do not have to transport small loads of waste directly to out-of-county landfills. The County may consider moving away from green box sites to fewer staffed convenience centers or at-the-source collection.

9.4.3 Inventory of Illegal Dumping/Littering

Illegal dumping does not have a high rate of occurrence in Morgan County. The County has been successful in reducing the number of dump sites from 30 to less than four through the use of code enforcement.

9.4.4 Assessment of Programs to Address Illegal Disposal

The County's code enforcement program has been very successful in reducing the instances of illegal dumping within the County and should continue to be an effective tool.

9.4.5 Needs and Goals

Morgan County's goal for collection is to ensure efficient and effective collection of solid waste in the region over the next ten years.

9.5 Disposal Element

9.5.1 Inventory of Solid Waste Disposal Facilities

Morgan County operates a transfer station at the site of the old County landfill. The landfill itself in its ninth year of post-closure. Private haulers, cities and the County use the transfer station. Waste is removed under contract with a private firm and taken to the Oak Grove landfill in Barrow County.

In addition, private haulers delivered waste from Morgan County directly to the Pine Ridge, Live Oak, and Richland Creek landfills in 2003. Almost all of the construction and demolition waste disposed from the County was disposed in either East Dekalb landfill or US-78 C&D landfill in Walton County. Waste from the County will continue going to the landfills listed in Table 9-12 throughout the planning period.

**Table 9-12
Inventory of Disposal Facilities and Thermal Treatment Technologies to be Used During the Planning Period (2004 – 2013)**

Facility Name	Jurisdiction(s) Using Facility	Physical Address	Owner/ Operator	Facility Type	Type of Waste Accepted	Year Expected to Reach Capacity
Oak Grove Landfill	Morgan County	Off SR 324 3 mi SW of Winder	Republic Waste	MSWL	MSW	11/1/2008
BFI-Easy Dekalb Landfill	Morgan County	Off Scales Rd Lithonia	BFI	C&D	C&D	2/28/2005
BFI Richland Creek Rd Landfill Gwinnett County	Morgan County	Off Richland Crk Rd NW of Buford	BFI	MSWL	MSW	1/29/2021
Oglethorpe County C&D Landfill	Morgan County	US 78 One Mile Crawford	Oglethorpe County	C&D	C&D	2014
US 78 Construction and Demolition Landfill	Morgan County		Walton County	C&D	C&D	6/3/2049

9.5.2 Assurance of 10-Year Capacity

Morgan County's agreement with Republic Waste of Georgia, included at the end of this section, is valid until April 2013 with automatic renewals. This agreement ensures that the designated landfills (Oak Grove and Pine Ridge) have in excess of ten years of disposal capacity to accommodate Morgan County's municipal solid waste. Table 9-13 shows where waste from Morgan County will be disposed throughout the planning period.

**Table 9-13
Disposal Capacity Assurance Summary (2004-2013)**

Morgan County	Year 1 (2004)	Year 2 (2005)	Year 3 (2006)	Year 4 (2007)	Year 5 (2008)	Year 6 (2009)	Year 7 (2010)	Year 8 (2011)	Year 9 (2012)	Year 10 (2013)
Amount of Waste	18,577	19,158	19,757	20,375	21,013	21,670	22,348	23,085	23,807	24,551
Amount to Oak Grove Landfill ¹	12,219	12,601	12,995							
Other Landfill				13,401	13,821	14,253	14,723	15,183	15,658	16,148
East Dekalb or US-78 C&D landfills	6,939	7,157	7,380	7,611	7,849	8,095	8,362	8,623	8,893	9,171

¹ Assumes that all waste from the County is delivered to Oak Grove landfill. Private haulers contracting directly with generators may deliver this waste to other landfills.

9.5.2.1 Contingency Strategy

In the event of an emergency or natural disaster, Morgan County would contract for disposal services with another private hauler. The County estimates that it would take about one week to implement a contingency plan.

9.5.3 Assessment of Disposal

The County's current disposal programs are adequate to meet the County's needs until 2006. Waste disposal projections show an increase of about 17% during the planning period. The County's waste disposal agreement has automatic renewals after 2006 which should cover the County through the balance of the planning period but it would be preferable if the County could get firm documented disposal capacity assurance from Republic Services of Georgia and a renewed agreement that sees them through the duration of the planning period.

9.5.4 Statement of Needs and Goals

Morgan County's goal is to ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.

9.6 Education and Public Involvement Element

9.6.1 Inventory of Public Education and Involvement

Morgan County operates a number of education and public involvement programs to increase awareness of recycling and waste reduction issues. These programs include

- Keep Morgan Beautiful Volunteers;
- Free Amnesty Day;
- Scrap Tire Grant and Education Recycling Program; and
- Morgan County Adopt a Mile.

These programs are available to all County residents. Table 9-14 identifies the public education and involvement activities in the County.

**Table 9-14
Existing Environmental Education Initiatives**

Program/Activity	Jurisdictions Covered	Operated by	Target Audience	Number of Participants per Year	Description of Impact
Keep Morgan Beautiful Volunteers	Morgan County	Morgan County	Residents	30-40	Increases public participation in environmental issues
Free Amnesty Week	Morgan County	Morgan County	Residents	400	Increase recycling awareness
Scrap Tire Grant and Education Recycling Program	Morgan County	Morgan County	Residents and Businesses	300 individuals and 1 business	Reduces illegal dumping
Morgan County Adopt a Mile	Morgan County	Morgan County	Businesses and Civic Groups	0	Keeps roadways clean

9.6.2 Assessment of Public Education and Involvement

Public education and involvement avenues in Morgan County have the potential to keep the public informed and involved, as needed, on solid waste management issues. The County should enhance these efforts, as needed, to address particular issues.

9.6.3 Statement of Needs and Goals

Morgan County's goal with regard to public education and involvement is to ensure that residents and businesses in the County understand the issues, needs, and goals of the solid waste management system.

9.7 Land Limitation Element

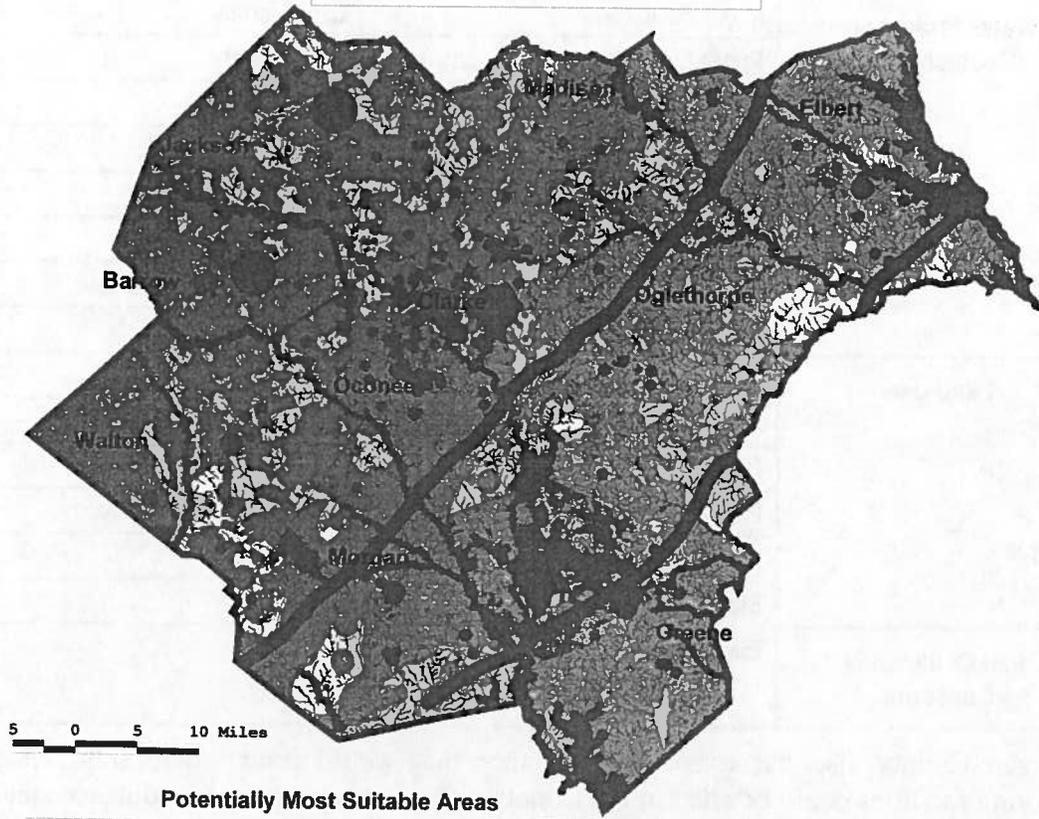
9.7.1 Inventory of Land Areas

In 1997, the Northeast Georgia Solid Waste Management Authority conducted a regional landfill site suitability study. As part of this study, the ten counties developed siting criteria and screened all land within the ten-county area to determine the suitability of all sites for landfill development.

Figure 9-1 shows a map of the ten-county region with areas shaded that are considered unsuitable and of limited suitability for a solid waste disposal facility. These determinations were made based on water protection and land use criteria and host community concerns established by the Northeast Georgia Regional Solid Waste Management Authority. Table 9-15 identifies the criteria and whether the presence of these factors excluded a site altogether or lowered the ranking of the site for landfill suitability.

1997 Update

Composite Map
Landfill Suitability



Potentially Most Suitable Areas

County Name	Low Score	High Score	% of County Area
Barrow	17	23	14
Clarke	20	38	16
Elbert	16	24	14
Greene	16	20	12
Jackson	16	32	28
Madison	12	28	24
Morgan	20	30	24
Oconee	24	32	11
Oglethorpe	14	22	25
Walton	12	30	25

Levels of Suitability

- Potentially Most Suitable
- Limited Suitability
- Unsuitable (Excluded)

Date: 9/25/97



NORTHEAST GEORGIA
Regional Solid Waste Management Authority

Figure 9-1

**Table 9-15
Regional Landfill Suitability Criteria**

	Criteria	Type
Water Protection (Geotechnical)	Major Fault Zone	Exclusionary
	Public Drinking Water Sources	Exclusionary
	Hydrologically Sensitive Area	Ranked
	Private Drinking Water Wells	Ranked
	Lakes, Rivers, and Creeks	Exclusionary
	Floodplains	Exclusionary
	Wetlands	Exclusionary and Ranked
	Steep Areas	Exclusionary
Land Use	Airports	Exclusionary
	Nonparticipating County Borders	Exclusionary
	Public Lands and Parks	Exclusionary
	Population Density	Exclusionary and Ranked
	Historic and Key Archaeological Sites	Ranked
	Biological/Rare Element Sites	Ranked
Host Community Concerns	Existing Pollution Sources	Ranked

Morgan County also has a zoning ordinance that would limit where solid waste handling facilities could be sited in the County. The County's current ordinance states that "a public solid waste landfill or private sanitary landfill may be permitted in the M-2 Heavy Industrial Zoning District, subject to the approval of the Board of Commissioners, if the following conditions are met:

- The location, the boundaries and the proposed method of operation shall have been approved by Morgan County Health Department.
- The landfill has met all applicable county, state and federal laws and regulations, and has received all required licenses and permits."

9.7.2 Procedures for Siting Solid Waste Facilities

Any entity requesting a renewal or issuance of a solid waste handling permit from EPD must demonstrate that the facility or facility expansion is consistent with the local government's solid waste management plan. The County will use the following criteria to determine whether the issuance of the requested permit is consistent with the Solid Waste Management Plan.

- Determine whether the proposed facility or facility expansion is sited in an area deemed unsuitable according to one of the criteria list above (in groundwater recharge area; located within two miles of a municipal water supply; on soils

poorly suited for development; on slopes of greater than 25 percent; presence of major highways, roads, and airports; on urban or built up lands; water bodies or wetlands; or on federal, state, or public lands).

- Determine whether the proposed facility or facility expansion is sited in a location that is consistent with local zoning ordinances.
- Determine whether the proposed facility or facility expansion negatively impacts other natural or cultural resources of the County.
- Determine whether the proposed facility or facility expansion negatively impacts the current solid waste management infrastructure of the County;
- Determine whether the proposed facility or facility expansion negatively impacts collection capability and disposal capacity identified in the Plan.
- Determine whether the proposed facility or facility expansion negatively impacts the County's ability to contribute to the State's 25 percent waste reduction goal.
- Determine whether the proposed facility or facility expansion negatively impacts the financial viability of the County's solid waste management system.

No proposed facility or facility expansion will be sited in the County without a letter from the County Commission stating that the facility is consistent with the Solid Waste Management Plan. The County Commission will hold at least one public hearing to gather input to make this determination.

9.7.3 Assessment of Land Limitation

Approximately 76 percent of the land area in Morgan County is considered unsuitable or of limited suitability for siting a landfill.

The procedure described above, once put into place, will help ensure that facilities sited in the County are consistent with this Plan.

9.7.4 Needs and Goals

Morgan County's goal for land limitation is to ensure that proposed solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable for such developments and that they are consistent with the Solid Waste Management Plan.

9.8 Implementation Strategies

9.8.1 Summary of County Need and Goals

Morgan County has established the following needs and goals as part of its Solid Waste Management Plan:

- To ensure efficient and effective collection of solid waste in the County over the next ten years.

Section 9

- To contribute to the statewide goal of 25 percent per capita reduction in the amount of solid waste disposed.
- To ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.
- To ensure that residents and businesses in the region understand the issues, needs, and goals of the solid waste

To ensure that proposed solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable for such developments and that they are consistent with the Solid Waste Management Plan.

- To achieve a balanced and affordable solid waste management plan implementation strategy, while also meeting the goals and requirements of state law.

9.8.2 Statement/Demonstration of 10-Year Collection Capability

The Morgan County Transfer Station accepts waste from green boxes, convenience centers, and curbside collection programs throughout the County. The County will consider moving toward fully staffed convenience centers or county-wide franchise collection as needed to ensure an efficient and effective ten year collection capability.

9.8.3 Statement/Demonstration of 10-Year Disposal Capacity

Morgan County has an agreement with Republic Waste of Georgia for the transport and disposal of municipal solid waste. The County's waste disposal agreement has automatic renewals after 2006. The County will either continue to renew this contract or will issue a Request for Bids for capacity. For planning purposes, Republic Services of Georgia has documented in the attachment that it has capacity to handle Morgan County's waste through 2013 at its disposal facilities.

9.8.4 Short Term Work Program (5-Year List of Programs/Work Activities)

Table 9-16 indicates the five year implementation strategy to meet the County's needs and goals, by element.

Table 9-16
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 - 2008
Morgan County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
AMOUNT OF WASTE ELEMENT								
<i>Goal: To determine the amount and composition of solid waste generated in the region in order to establish a sound information base upon which to make management decisions and determine if state and local goals are met.</i>								
1. The County will use EPD's disposal capacity reports and DCA's waste characterization data to quantify the amount and type of waste disposed in the County.	x	x				County	--	--
COLLECTION ELEMENT								
<i>Goal: To ensure efficient and effective collection of solid waste in the region over the next ten years.</i>								
1. Morgan County will continue to operate solid waste green-box system.	x	x	x	x	x	Morgan County	\$10K/year/ site to operate	Solid Waste Fund
2. Each City will continue to maintain and agreement with the County for disposal of waste at the County transfer station.	x	x	x	x		Morgan County/Municipalities	N/A	N/A
3. City of Madison will continue to contract with private firm to provide backdoor pick-up of solid waste to residents within city limits.	x	x	x	x	x	City of Madison	N/A	Solid Waste Fund
4. City of Rutledge will continue to provide curbside collection of MSW.	x	x	x	x	x	City of Rutledge	N/A	User Fees

Table 9-16
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 – 2008
Morgan County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
5. City of Bostwick will continue to provide collection through municipal compactors.	x	x	x	x	x	City of Bostwick	N/A	N/A
6. City of Buckhead will continue to provide backdoor collection of MSW.	x	x	x	x	x	City of Buckhead	N/A	N/A
WASTE REDUCTION ELEMENT								
<i>Goal: To ensure a 25 percent reduction in the amount of solid waste disposed of in the region Landfill and to sustain waste reduction programs for the next 10 years.</i>								
1. County will continue to operate 13 unstaffed recycling sites throughout the county and deliver materials to Athens-Clarke County Recovered Materials Processing Facility.	x	x	x	x	x	Morgan County	\$10K/site/yr	Solid Waste Fund
2. City of Madison will continue to contract with a private hauler for curbside pickup of recyclables for residents.	x	x	x	x	x	City of Madison	\$1.50-\$2.50/house/month	Solid Waste Fund
DISPOSAL ELEMENT								
<i>Goal: To ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.</i>								
1. The County will continue to operate a transfer station.	x	x	x	x	x	County	N/A	N/A

Table 9-16
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 – 2008
Morgan County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
2. The County will continue to contract with a private hauler for disposal.	x	x	x	x	x	County/Private Hauler	N/A	N/A
3. County will continue with closure of non Subitled landfill	x	x	x	x	x	County		SPLOST Gen Fund
4. County will continue education and enforcement programs concerning illegal dumping.	x	x	x	x	x	County	\$10K/year	Solid Waste Fund/Donations
5. All municipalities will cooperate with the county for disposal options.	x	x	x	x	x	Municipalities	---	---
PUBLIC EDUCATION AND INVOLVEMENT ELEMENT								
<i>Goal: To ensure that residents and businesses in the region understand the issues, needs, and goals of the solid waste management system.</i>								
1. Morgan County will help develop and participate in a regional clearinghouse for information sharing.	x	x	x	x	x	County/RDC	Part of \$20K, per capita basis	Solid Waste Fund
2. City of Madison will continue to work in conjunction with local schools to provide public information.	x	x	x	x	x	City of Madison	---	---
3. All municipalities will work with the county for coordination of public education activities.	x	x	x	x	x	Cities/County	---	---

Table 9-16
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 – 2008
Morgan County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
LAND LIMITATION ELEMENT								
<i>Goal: To ensure that proposed solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable for such developments and that they are consistent with the Solid Waste Management Plan.</i>								
1. County will ensure sufficient land use controls are in place.	X	X	X	X	X	County	---	---
2. County will review all permits requests for new solid waste handling facilities or expansions to determine consistency with SWMP.	X	X	X	X	X	County, NEGRSWMA	---	---

* These costs are counted in Greene and Oconee counties as well.

LETTER OF PARTICIPATION

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MORGAN COUNTY COMMISSIONERS

Box 168
Madison, Georgia 30650

February 20, 2004

Mr. Joseph Tichy
Special Projects Coordinator
Northeast Georgia Regional Development Center
305 Research Drive
Athens, GA 30605-2795

Subject: Northeast Georgia Regional Solid Waste Management Plan Update

Dear Joe:

This letter serves as confirmation of Morgan County's commitment to participate in the Northeast Georgia Regional Solid Waste Management Plan Update.

The county understands that the update will be a multi-jurisdictional plan covering the ten counties that comprise the Northeast Regional Solid Waste Management Planning Authority and address the following five core planning elements:

- Waste Reduction;
- Collection;
- Disposal;
- Land Limitation; and
- Education and Public Involvement.

The plan will also include a waste stream analysis and implementation schedule.

The County understands that all jurisdictions that agree to plan together will maintain the planning relationships established in the approved and adopted plan throughout the planning period, including the five-year Short-Term Work Program update.

The County further understands that all participating local governments must adopt the Solid Waste Plan, the Short -Term Work Program, Plan Amendments, and/or Plan Updates before the DCA will make an eligibility determination for any of the local governments participating in the plan. If the County decides to break from the planning arrangement, we understand that we will be responsible for preparing our own individual solid waste management plan.

Mr. Joseph Tichy

February 20, 2004

Page 2

The County agrees to participate in two public hearings held on behalf of all participating jurisdictions at a central location in the area served by the plan, following all County specific public hearing notice procedures for due notification of the hearings.

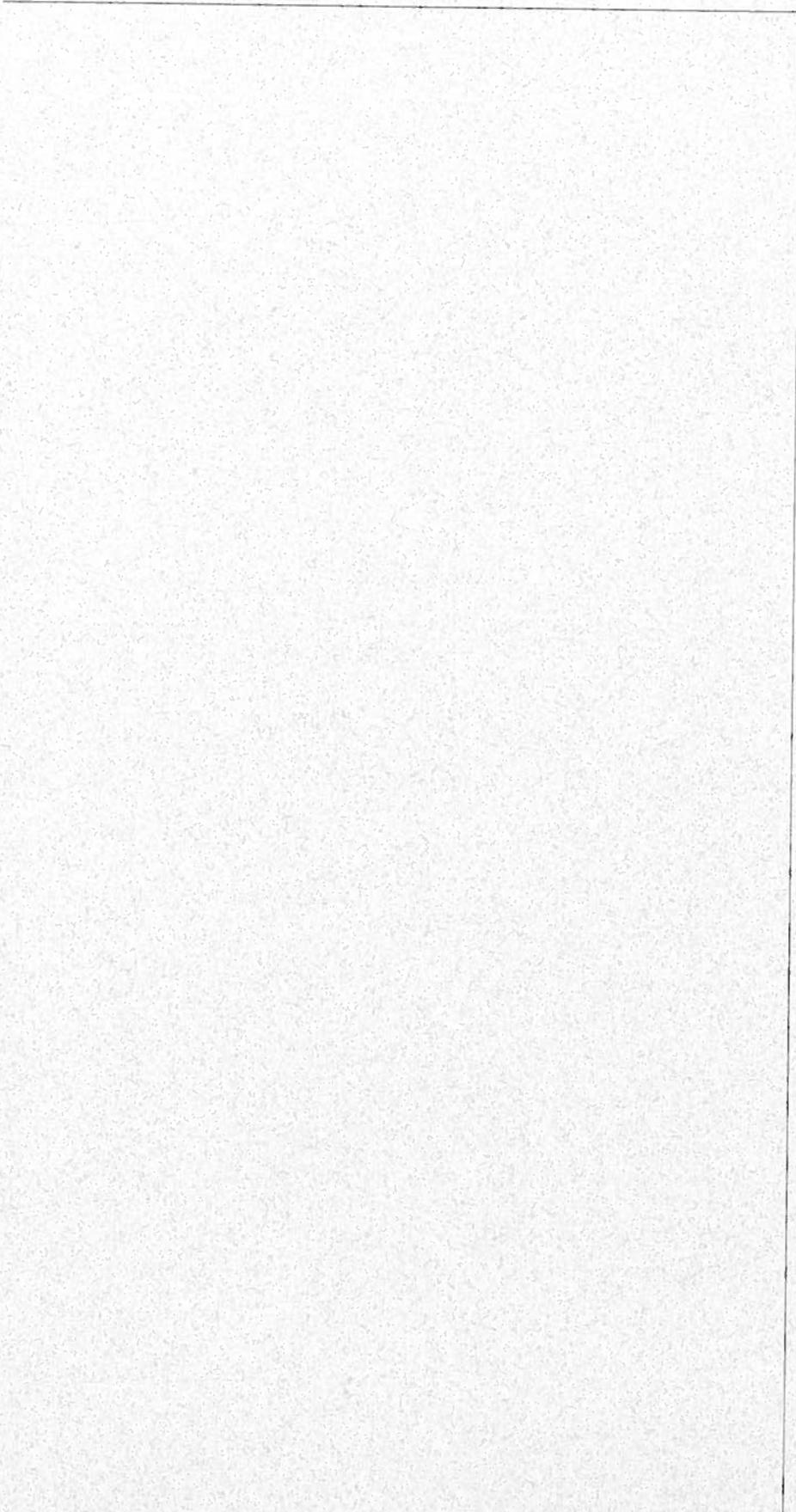
Sincerely,

A handwritten signature in cursive script, appearing to read "William M. Nabors".

William M. Nabors, Chairman

Morgan County Board of Commissioners

CAPACITY ASSURANCE





Via Overnight Delivery

October 1, 2001

Doris J. Harris
County Clerk
Morgan County Commissioners
355 Hancock Street
Madison, GA 30650

Re: Agreement between Morgan County and Sinclair Disposal Service, Inc. for the
Transport and Disposal of Municipal Solid Waste

Dear Ms. Harris:

Per your memorandum to United Waste Area Office, dated September 17, 2001, enclosed are two originally executed Agreements between Morgan County and Republic Services of Georgia, Limited Partnership, a subsidiary of Republic Services, Inc.. Upon execution by the Commissioners, please return a fully executed original to Max Goolsby, Area President, at:

Max Goolsby, Area President
Republic Services of Georgia, Limited Partnership
d/b/a United Waste Service, Inc.
550 Six Flags Parkway
Mableton, GA 30126

If you have any questions, please call me at (954) 769-7220.

Yours truly,

REPUBLIC SERVICES, INC.

A handwritten signature in black ink, appearing to read "T. M. Benter", is written over the typed name.

Tim M. Benter
Senior Counsel

Enclosures (2)

cc: Max Goolsby



967 Carl Bethlehem Road Winder, GA 30680 (770) 867-2499 FAX (770) 307-0934

October 15, 2004

Mr. Mark Craig, County Manager
Morgan County Board of Commissioners
P.O. Box 168
Madison, GA 30650

Dear Mr. Craig:

The Oak Grove Landfill, Permit No. 007-020D(SL) and Pine Ridge Landfill, Permit No. 018-008D(MSWL) are owned and operated by Republic Services of Georgia, Limited Partnership have in excess of 10 years of disposal capacity.

The landfills are open to the public and accept waste that is acceptable under state and federal regulations from customers in good standing. Morgan County and the municipalities of Bostwick, Buckhead, Madison, and Rutledge as customers in good standing of the landfills will be allowed to dispose of the approximate 12,000 tons of waste generated annually for the next ten years at Oak Grove and Pine Ridge as long as they maintain their current status.

If you need any additional information, please give me a call at (770) 867-2499.

Sincerely,

Mark R. Allen
Area Landfill & Transfer Station Manager

**AGREEMENT BETWEEN MORGAN COUNTY AND SINCLAIR DISPOSAL
SERVICE, INC. FOR THE TRANSPORT AND DISPOSAL
OF MUNICIPAL SOLID WASTE**

This agreement is made and entered into effective this ____ day of _____, 2001, by and between the Morgan County Board of Commissioners, whose current Chairman is W. Michael Nabors, and whose current members are Walter Curtis Butler, Jr., Mack B. Bohlen, DeWitt Knight and H. Chester Thomas, ("County") and Republic Services of Georgia, a Delaware Limited Partnership authorized to do business in the State of Georgia ("Sinclair").

WITNESSETH:

WHEREAS, the County, acting pursuant to the Georgia Solid Management Act (O.C.G.A. §12-8-20 et seq.) and Ga. Const., Art. IX, §2, Para. 3, has made a study of its solid waste disposal needs and options to determine the best method of providing such services and has solicited proposals for solid waste hauling and disposal agreements from qualified vendors for providing such services in accordance with the mandates of local, state and federal legislation; and

WHEREAS, the County has determined that Sinclair is a responsible proposer and that its proposal is the most responsive based upon all of the factors set forth in the request for proposals and applicable Georgia statutes and is qualified to provide the solid waste management services; and

WHEREAS, Sinclair is in the business of solid waste transportation, collection, and disposal, and has submitted a proposal to the County and has the necessary expertise, equipment, personnel, facilities, financial resources and management skills to provide a high level of service; and

WHEREAS, the County has determined that the required services can best be provided by Sinclair; and

NOW, THEREFORE, in consideration of the premises set forth, the parties agree as follows:

1. Definitions:

- 1.1 "Change in Law" means any amendment to, or promulgation of, or change in the interpretation or enforcement of any federal, state or local statute, regulation, ordinance, levy, tax or surcharge after the date of this Agreement which affects (a) the operation of the Transfer Station; (b) the transportation of Solid Waste to a sanitary landfill ("Landfill"); or (c) the disposal of Solid Waste at the Landfill.

- 1.2 "Excluded Waste" means Biomedical Waste, Tires and Yard Waste, all as defined in O.C.G.A. §12-8-22. It also means batteries, white goods, automobiles, liquid waste, Hazardous Waste (as defined herein) and all other items not meeting the definition of Solid Waste as defined herein.
- 1.3 "Force Majeure" means any act, event, or condition having a direct material adverse affect on the Transfer Station's ability to accept, process, or load Solid Waste, Sinclair's ability to transport such Solid Waste, or the Landfill's ability to dispose of such Solid Waste, if beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with a condition required of such party under this Agreement, including without limitation, acts of war, civil disorder, or a Change in Law.
- 1.4 "Hazardous Waste" means all substances defined as Hazardous Constituents in O.C.G.A. §12-8-22, and also includes a solid waste or combination of solid wastes, which because of its quantity, concentration, or physical, chemical or infectious characteristics may:
- 1.4.1 cause or significantly contribute to any increase in mortality or an increase in serious irreversible, or incapacitative reversible illness; or
- 1.4.2 pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.
- 1.5 "Landfill" is that landfill at which Solid Waste from the Morgan County Transfer Station will be disposed. Initially this is the Pine Ridge Landfill in Butts County, Georgia, the Swift Creek Landfill in Bibb County, Georgia, or the Oak Grove Landfill in Barrow County, Georgia. Over the period of the Agreement, other landfills may be used to minimize disposal costs, respond to Change in Laws affecting solid waste management, or other pertinent reasons deemed appropriate by Sinclair. All landfills must have all necessary permits in compliance with EPD, EPA and all other government regulations.
- 1.6 "Out of County Waste" means waste not generated in Morgan County, Georgia.
- 1.7 "Solid Waste" means all material defined as Municipal Solid Waste in O.C.G.A. §12-8-22 and includes other discarded material, including solid

and semi-solid materials but not including (a) Hazardous Waste Materials, (b) solid or dissolved materials in domestic sewage, (c) solid or dissolved materials in irrigation return flows, (d) industrial discharges which are point sources subject to permits under §402 of the Federal Water Pollution Control Act as amended (86 STAT. 880), or (e) source, special nuclear, or by-product materials as defined by the Atomic Energy Act of 1954, as amended (68 STAT. 923); in addition, it excludes Yard Waste which cannot be disposed of, after September 1, 1996, in municipal solid waste disposal facilities having liners and leachate collection systems or requiring vertical expansions.

1.8 "Transfer Station" means the facility owned and operated by the County at the previous Morgan County landfill site.

1.9 "White Goods" means any and all household or commercial machines or appliances.

2. Term of Agreement: The County understands and acknowledges that it has the power to provide garbage and solid waste collection and disposal pursuant to Ga. Constitution, Art. IX, §2, Para. 3, and that the term of this Agreement is for five (5) years beginning May 1, 2001, (the "Commencement Date") and unless extended as provided herein, terminating on April 30, 2006. The parties further understand and agree that the Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which this agreement is executed and at the close of each succeeding year. However, this Agreement shall be automatically renewed during each of said years unless the County shall at least ninety (90) days prior to such termination provide Notice of termination as provided herein. Nothing herein shall prevent the County and Sinclair from extending the Agreement at any time during the Agreement by mutual written consent.

3. Start up: Sinclair will begin hauling from the Transfer Station on May 1, 2001, or as soon thereafter as the first full load of Solid waste is available at the Transfer Station for disposal.

4. Obligations of the County: The County shall maintain and operate the Transfer Station and load all Solid Waste received on vehicles provided by Sinclair. In

addition, the County will:

- 4.1 Make every reasonable effort within its power to secure all Morgan County Solid Waste for handling by and transporting from the Transfer Station;
- 4.2 Guarantee payment on at least 10,000 tons annually to be hauled from the Transfer Station by SDS;
- 4.3 Allow up to 10,000 tons annually of out of county solid waste to be delivered to the Transfer Station, provided, however that this shall be permitted only if all of the following conditions are satisfied: Excluded Waste shall not be permitted; the transporter or generator delivering excluded waste to the transfer station shall retain title to said excluded waste which is mistakenly delivered thereto; out of County Solid Waste shall only be accepted from entities which are financial solvent and have insurance coverage in compliance with state law. Furthermore, out of county Solid Waste shall only be accepted if either the generator or the transporter of the waste enters into an indemnification agreement with the County which shall read as follows:

The generator/transporter of Out of County Solid Waste agrees to indemnify and hold the County harmless from and against all damages, claims or demands (including reasonable attorneys' fees and court costs of County) that arise from or may be occasioned by the transport of out of county waste to the Transfer Station, the processing of any Excluded Waste mixed with the out of County Solid waste, the transport to the Landfill of any Excluded Waste mixed with the out of County Solid Waste, and the Landfill's acceptance or rejection of Excluded Waste mixed with out of County Solid Waste. The generator/hauler shall further indemnify and hold County harmless from and against any and all damages, claims or demands (including the reasonable attorneys' fees and court costs of County) that arise from or may be occasioned by the above described actions where waste was transported, processed, accepted or rejected in violation of any government statute ordinance, regulation, levy, tax or surcharge.

As a prerequisite to the Transfer Station accepting Out of County Solid Waste, Sinclair may require generators and/or haulers to execute a similar indemnification agreement to protect Sinclair.

- 4.4 Subject to the requirements set forth in 4.3, the Transfer Station will accept Solid Waste from outside the County in excess of 10,000 tons annually if the Transfer Station has the capacity to reasonably accept such additional tonnage;
 - 4.5 Provide adequate, trained, and competent operating personnel and work with Sinclair to operate the Transfer Station whereby hauling equipment is loaded in a timely manner so as to minimize waiting time and to allow disposal at the Receiving Landfill before it closes each day;
 - 4.6 Secure and maintain all necessary permits and licenses to build and operate the Transfer Station;
 - 4.7 Make every reasonable effort to insure that Hazardous Waste and other items excluded under this Agreement are not loaded on Sinclair's hauling vehicles; and
 - 4.8 The County will make all reasonable efforts to fill Sinclair vehicles to capacity in an attempt to load an average of 20 tons or more on each Sinclair vehicle.
5. Obligations of Sinclair: Sinclair shall haul and dispose of all Solid Waste received by the Transfer Station. Disposal shall be at a Georgia EPD permitted Landfill. In addition:
- 5.1 Notwithstanding anything to the contrary herein, Sinclair shall not be required to haul and dispose of Excluded Waste. Under separate agreement, Sinclair may agree to haul and dispose, or arrange to have hauled and disposed, such items generated in Morgan County.
 - 5.2 Sinclair shall accept title to Solid Waste collected within the County, upon placement into Sinclair's hauling vehicles. Upon placement in Sinclair's hauling vehicles, such Solid Waste shall become the responsibility of Sinclair until deposited in the Landfill. Furthermore, all waste collected by Sinclair from outside the County shall be the responsibility of Sinclair from collection to landfill deposit, irrespective of whether such out of county waste is placed in the County's Transfer Station. The County shall not accept title to waste collected by Sinclair outside the County.

- 5.3 Sinclair shall not be deemed to have accepted title to Excluded Waste collected in the County and placed in Sinclair's vehicles.
- 5.4 In the event the Landfill rejects a load of Solid Waste hauled from the Transfer Station because said load contains Excluded Wastes, any costs associated with the initial haul to and disposal at the Landfill as well as all costs associated with removing the said wastes from the Landfill, returning them to the Transfer Station, and/or disposing of them at an appropriate facility will be borne by the County, subject to the provisions of the Indemnification Agreement described in paragraph 4.3. If such Excluded Waste was collected by Sinclair from outside the County, all expenses shall be paid by Sinclair. At the County's request, waste rejected at the Landfill which can be appropriately and legally transported in Sinclair's hauling vehicle will be hauled by Sinclair back to the Transfer Station at no cost to the County.
- 5.5 Hauling services shall be performed during daylight hours unless other arrangements are agreed upon between the parties in writing. Sinclair shall be excused from providing service when access to the Landfill is not possible due to a holiday or other closure which would make hauling service impractical.
- 5.6 Sinclair agrees that the equipment it utilizes to transport Solid Waste pursuant to this Agreement will at all times during the continuance of this Agreement be kept in good order and repair at Sinclair's expense; that such equipment will be properly licensed and registered as required by the State of Georgia; and that such equipment will be operated at Sinclair's expense by competent employees.
- 5.7 Sinclair shall at all times during the Agreement maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage insurance, including contractual liability coverage required for compliance with federal, state and local licensing requirements with a company rated no less than "A" by A. M. Best Company for claims-paying ability. All insurance shall be by insurers and for policy limits acceptable to the County. Before commencement of work hereunder Sinclair agrees to furnish the County certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force. The certificates shall

contain the following express obligation: "This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder." For the purpose of the Agreement, Sinclair shall carry the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 each occurrence
Bodily Injury Liability Except Automobile	\$1,000,000 each occurrence
Property Damage Liability Except Automobile	\$1,500,000 each occurrence
Automobile Bodily Injury & Property Damage Liability	\$1,500,000 each occurrence
Excess Umbrella Liability	\$3,000,000 each occurrence

To the extent permitted by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance. The insurance policy or policies shall name the County as an additional insured.

5.8 Sinclair is aware that County's goal is that less than twenty (20) tons of Solid Waste will be in the Transfer Station at the end of each business day. Sinclair states that the monthly average of such daily tonnage shall not exceed forty (40) tons and no daily amount shall exceed sixty (60) tons.

6. Compensation:

6.1 To Sinclair:

6.1.1 Sinclair shall receive \$29.80 for each ton of Solid Waste actually

hauled by Sinclair from the Transfer Station and disposed of at the Landfill.

6.2 To The County:

6.2.1 The County shall, at its sole discretion, subject, however, to paragraph 4.1, establish rates for commercial and other waste generators in the County for Solid Wastes handled by and hauled from the Transfer Station.

6.2.2 For up to 10,000 tons annually of Solid Waste (as measured by the County's scales) from outside the County handled by and hauled from the Transfer Station, the per ton rate will not exceed \$6.20 more than the per ton rate charged by Sinclair to the County, or the rate the County charges to Morgan County commercial waste generators, whichever is less.

6.2.3 For any volume in excess of 10,000 tons annually from outside the County, the per ton rate may be increased by \$2.00 over the rate referenced in paragraph 6.2.2. However, County retains the right to reduce or eliminate the tonnage of Solid Waste to Sinclair if the capacity of the Transfer Station or workload requirements exceed the County's infrastructure capacity which is 160 tons per day.

6.2.4 Loading of trucks by and at the request of Sinclair at days and times other than 7:00 a.m. through 3:30 p.m. Monday through Friday shall be solely at the cost of Sinclair. Such charges will be paid by Sinclair to County at the rate of 1.50 times County's salary base expense and will be billed and paid separately from normal billings.

7. Compensation Adjustments:

7.1 Commencing on the fourth anniversary of the effective date of the Agreement, and on each anniversary thereafter, the rates which may be charged by the County and paid to Sinclair shall be adjusted up or down to reflect percentage changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items) as published by the U.S. Department of Labor, Bureau of Labor Statistics. The rates shall be modified for the ensuing 12-month period in a percentage amount equal to the net percentage change of All Items Index during the previous 12-

month period. In no event shall any adjustment in the rates in any year exceed three (3%) percent of the preceding year's rate. All increases shall be effective July 1st of the affected calendar year.

8. Sinclair Billings to County:

8.1 Sinclair shall bill the County within ten (10) days of the end of each month for services rendered. The County shall pay Sinclair by the last day of the month in which the invoice is received.

8.2 The tonnage upon which billing will be based shall be that recorded at the Landfill. Both landfill scales and County transfer station scales shall be tested and calibrated as required by law. Both parties may test either scales at reasonable times. Ongoing discrepancies over 1% which cannot be reasonably explained and which cause the County payments to Sinclair to be greater than they otherwise would be shall be cause for termination unless resolved within 30 days of written notice of ongoing discrepancy.

9. Transferability:

9.1 County: In the event the County shall transfer, sell, or otherwise convey the Transfer Station or any of its operations, its obligations under this Agreement shall likewise be transferred to the new operating entity or owner and all of the terms and provisions shall continue in full force and effect for the term of this Agreement. Prior to the County conveying the Transfer Station or any of its major operations, Sinclair shall be so notified and be given first right of refusal to purchase the Transfer Station or assume its operations. Sinclair shall have 60 days after written notification by the County to exercise this right of refusal.

9.2 Sinclair: Other than by operation of law, no assignment of the Agreement or any right accruing under the Agreement shall be made in whole or in part by Sinclair without the express written consent of the County, which consent shall not be unreasonably withheld; in the event of an assignment, the assignee shall assume the liability of Sinclair.

10. Relationships:

10.1 The relationship herein created is that of independent contractor and not

that of employer and employee. Sinclair is a contractor only and is not the employee of the County.

- 10.2 In order to be as cost efficient as possible, Sinclair sometimes contracts, leases or hires the services and/or equipment of individuals and companies. Should this occur, Sinclair shall remain fully responsible for compliance with the terms of this Agreement.

11. Obligations During Force Majeure:

11.1 Each party shall be relieved of its obligations hereunder when acts of God, war or public enemy, civil commotion, riot or insurrection, governmental interference, or any other event, or act of Force Majeure beyond the control of the parties renders substantially impossible the parties' performance hereunder. During such periods a mutually agreed adjustment in charges reflecting the change in performance shall be made and the parties shall resume performance as expeditiously as possible.

11.2 Notice Relating to Force Majeure: If any act or event of Force Majeure occurs the party affected or relying thereon to excuse its performance hereunder shall give oral notice to the other as soon as reasonably practicable and shall deliver written notice to the other within forty-eight (48) hours after such oral notice. Said written notice shall set forth such information as may be available to it with respect to the nature, extent, and effect of the act or event of Force Majeure.

12. Termination: In addition to any other rights set forth herein, this Agreement shall be terminated:

12.1 By mutual consent of the parties, 30 days after written agreement to do so.

12.2 Termination for Cause: In the event of a breach of this Agreement on the part of Sinclair, the County may give written notice of the breach and demand its correction. If within 10 days of this notice of breach Sinclair does not either correct the condition or reach a mutually agreeable schedule for correction with the County, the County may then give 20 days written notice of termination effective 20 days from this notice, and may temporarily utilize other solid waste haulers if necessary. In the event Sinclair reasonably feels it cannot correct the breach within the 10

or 20 day periods, or the agreed upon time if longer, it may request additional time in which to correct the breach and the County may, at its sole discretion, grant the requested extension in time. Absent such extension, the Agreement shall terminate on the 20th day after the notice of termination unless the breach has been cured. In such event, the County may take over the work and prosecute the same to completion by agreement or otherwise, making every reasonable effort to do so as cost efficiently as possible. In such case Sinclair shall be liable, for a period of 120 days or until a new hauling agreement is signed and put in force, whichever is less, for any excess cost the County incurs over what it would have paid Sinclair under this Agreement. The parties recognize that it would be difficult to ascertain the actual damages suffered by County as a result of such breach by Sinclair, it being specifically acknowledged and agreed by County and Sinclair that such liquidated damages are reasonable. County and Sinclair expressly acknowledge that such liquidated damages are intended not as a penalty but as full liquidated damages pursuant to O.C.G.A. §13-6-7. The parties further acknowledge that the stipulated sum of liquidated damages, is a reasonable pre-estimate of the probable loss resulting from such default by Sinclair.

12.3 If an event of Force Majeure reasonably preventing performance under this Agreement has continued for a period of thirty (30) days, by either the County or Sinclair upon giving the other party thirty (30) days written notice.

12.4 The City of Madison, Georgia, may choose to transport its Solid Waste to some location other than the Transfer Station and the County's cost per ton under this Agreement may then increase to 5% more than alternative disposal options available to the County for its remaining Solid Waste. In such event:

12.4.1 Prior to termination, the County shall by written notice first request Sinclair to negotiate the compensation rate paid Sinclair under this Agreement. If a mutually acceptable contract can be reached within 30 days of notice, the amended Agreement will remain in effect. If a contract cannot be reached in 30 days from notice, the County can

then terminate the Agreement.

- 12.5 County reserves the right to contract directly with a third party to secure alternate landfill space. If County is able to so contract, Sinclair will be notified and given 30 days written notice of County's intention to secure such alternative landfill space and County's intention to cancel this agreement. In this notice, Sinclair will be given the opportunity to retain its rights under this agreement by matching the bid offered to County to guarantee the space at such landfill and to haul the Solid Waste to the new landfill.
13. Indemnification and Limitation of Liability by Sinclair: Sinclair shall indemnify, save harmless, and defend the County from and against any and all liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including the cost of defense, settlement, and reasonable attorneys' fees), which County may hereafter incur or pay out as a result of death or bodily injuries to any person, or destruction or damage to any property, caused by Sinclair's breach of any term or provision of this Agreement or by any other act or omission of Sinclair, its employees, agents or subcontractors in the performance of this Agreement.
14. Indemnification and Limitation of Liability by County: County shall indemnify, save harmless and defend Sinclair from and against any and all liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including the cost of defense, settlement and reasonable attorneys' fees), which Sinclair may hereafter incur or pay out as a result of death or bodily injuries to any person, or destruction or damage to any property, caused by the County's breach of any term or provision of this Agreement in the County's operation of the Transfer Station or by any other act or omission of the County, its employees, agents or subcontractors in the County's operation of the Transfer Station.
15. Notices, Documents and Consents: All notices required to be given or authorized to be given by any party pursuant to this Agreement shall be in writing and shall be served personally or sent by registered mail or certified mail to:

Sinclair: Republic Services of Georgia, Limited Partnership
c/o Sinclair Disposal Service, Inc.
P. O. Box 612
Milledgeville, GA 31061

County: Morgan County Board of Commissioners
Attention: County Manager
355 Hancock Street
P. O. Box 168
Madison, Georgia 30650

A party's refusal of notice attempted in compliance herewith shall constitute proper notice.

16. **Representations and Warranties:** Each party represents and warrants that this Agreement has been duly authorized and executed and constitutes the binding obligation of such part.
17. **Nondiscrimination:** Sinclair shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.
18. **Amendments:** The Agreement shall constitute the entire agreement of the parties regarding the subject matter hereof and may be amended or modified only by written agreement signed by the two parties.
19. **Governing Law:** The Agreement shall be governed by and constructed in accordance with the law of the State of Georgia.
20. **Hauling:** All refuse hauled by Sinclair shall be so contained, tied or enclosed by Sinclair so that leaking, spilling and blowing are prevented.
21. **Compliance With Laws:** Sinclair and the County shall conduct operations in compliance with all applicable laws.
22. **Licenses and Taxes:** Sinclair and the County shall obtain all required licenses and permits for performance of their obligations herein (other than the license

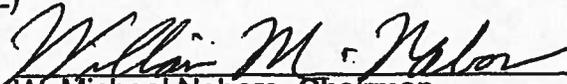
and permit granted by the Agreement) and promptly pay all taxes required.

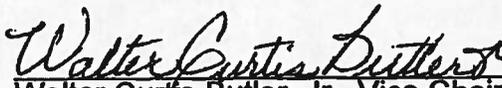
23. Representation by Sinclair: There is no action, suit, or proceeding at law or in equity before or by any court or governmental entity pending or threatened against Sinclair in which an unfavorable decision would adversely affect the performance by Sinclair of its obligations under the Agreement or the validity or enforceability of the Agreement. In addition, all of the representations as **Exhibit "A"** attached are incorporated into and made a part of this Agreement and shall be binding upon Sinclair except to the extent that in the event of any inconsistency between the remainder of this Agreement and Exhibit "A", the terms of the remainder of this Agreement shall be binding. Sinclair is aware that County has relied upon the representations made by Sinclair in Exhibit "A" in deciding to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed effective the day and year first above mentioned.

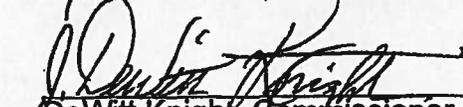
MORGAN COUNTY BOARD OF COMMISSIONERS
(SEAL)

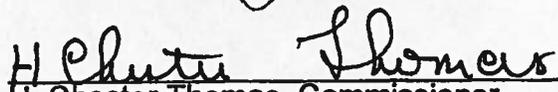
By:


W. Michael Nabors, Chairman


Walter Curtis Butler, Jr., Vice Chairman


Mack B. Bohlen, Commissioner


DeWitt Knight, Commissioner


H. Chester Thomas, Commissioner



Attest: *Doris Harris*
Doris Harris, County Clerk

REPUBLIC SERVICES OF GEORGIA, a ^{LIMITED PARTNERSHIP} *MTT*
Delaware Limited Partnership authorized to do ^{Georgia} *MTT*
business in the State of Georgia by its sole
General Partner, Republic Services of GA, GP,
Inc. (SEAL)

By: *Matt O'Leary*

Title: *Vice President*

Attest: *T. M. B.*

Title: *Asst. Secretary*

(Affix Corporate Seal)

**Proposal for
Morgan County Waste Disposal
March 29, 2001**

A. PRICE:

- | | |
|------------------------------------|---------------------------------|
| 1. Price for Hauling and Disposal- | \$29.80 per ton |
| 2. Price for Haul Only- | \$ 8.75 per ton |
| 3. Modifications to Contract- | Prefer provision for annual CPI |

B. Disposal Locations (Available)

1. Oak Grove Landfill, Winder, Ga., (Subtitle D Landfill)
2. Swift Creek Landfill, Macon, Ga., (Subtitle D Landfill)
3. Pine Ridge Landfill, Butts, Co., Ga. (Subtitle D Landfill)

C. Operations:

1. SDS operates five (5) tractor trailer trucks as follows:
 - a. Two (2) 1998 Mack Road Tractors with 48 ft. walking floor trailers.
 - b. Two (2) 1996 Mack Road Tractors with 45 ft. walking floor trailers.
 - c. One (1) 1992 Mack Road Tractors with 48 ft. walking floor trailers.
2. Sinclair Disposal will provide from one to three trucks each day as requested by Morgan Co. We will continue to allow for "live loading" each trailer. The daily tonnage at Morgan County varies from day to day and SDS has an excellent record for providing an adequate number of trucks to meet their demand. Will prefer a minimum of 3 loads per day per truck.
3. SDS can pull trucks from its Milledgeville fleet if the need arises due to mechanical problems or increased tonnages.
4. The contract will be administered by General Manager, Wiley Bowman or in his absence, Operations Manager, Mike Johnson.

D. Experience:

SDS has extensive experience in the transport and disposal business. SDS currently has collection and disposal contracts in ten Georgia counties and operates a 160 ton per day transfer station in Milledgeville, Ga. In 1998, SDS assumed the Morgan County Disposal Contract and has since developed excellent working relationship with Morgan County in meeting their disposal needs. Our parent company, Republic Services, presently operates three sub-title D landfills that are conveniently located within a 60mile radius of Madison. All waste hauling is by SDS trucks and we do not intend to sub-contract any part of hauling or disposal contract.

E. Outside Garbage:

SDS has been and continues to be a major hauler to the Morgan County Transfer Station. If awarded this contract, SDS will continue to haul approx. 8000 tons per year to Morgan County. If contract is not awarded to SDS, it will not be feasible to continue bringing outside waste to Morgan Co. We are presently the exclusive waste hauler for Greene County residents, as well as for the major industrial, commercial and residential contractors. We expect our growth to continue at the same rapid pace as that of the entire Lake Oconee area.

OAK GROVE SANITARY LANDFILL

967 Carl-Bethlehem Road • Winder, Georgia 30680
Phone (770) 867-2499 • Fax (770) 307-0934

March 26, 2001

Mr. Wiley Bowman
Sinclair Disposal Services, Inc.
P.O. Box 612
Milledgeville, Georgia 31061

Dear Wiley:

This letter will serve as verification that Oak Grove Landfill will take up to 35,000 tons per year from Morgan County for the length of the agreement.

If you need any additional information, please contact me at (770) 867-2499.

Sincerely,



Mark R. Allen
General Manager



SWIFT CREEK ENVIRONMENTAL, INC.

March 27, 2001

Mr. Wiley Bowman
Sinclair Disposal Services, Inc.
P.O. Box 612
Milledgeville, Georgia 31061

Dear Wiley:

This letter will serve as verification that Swift Creek Environmental Inc. can handle the disposal of up to 35,000 tons of waste from Morgan County for the length of your agreement.

If you require additional information, please contact me at (478) 750-9221.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gerald Allen", is written over the typed name.

Gerald Allen
General Manager
Swift Creek Environmental Inc.

Exhibit "A"

Craig, Mark

From: Hoppman, Amy
Sent: Tuesday, April 03, 2001 8:09 AM
To: Craig, Mark
Subject: FW: Bid Clarification

-----Original Message-----

From: Bowman, Wiley [mailto:BowmanW@southland-enviro.com]
Sent: Monday, April 02, 2001 5:08 PM
To: 'county@morganga.org'
Subject: Bid Clarification

Dear Mark,
In answer to your questions earlier today concerning our proposal, I would like to make the following clarifications: Sinclair Disposal Service will maintain our proposed per ton price of \$29.80 for a period of three (3) years from date of award and negotiate an annual increase for the following years. Negotiated increases will be based on annual CPI, but will not exceed 3% per annum. If you have further questions, please do not hesitate to call me at your convenience.
Thanks, Wiley Bowman

Exhibit "A"

Section 10 OCONEE COUNTY

10.1 Description of the County

10.1.1 Background

Oconee County is located in the middle of the ten-county planning region. The county has four municipalities. The largest is Watkinsville, the county seat. The others are Bishop, Bogart and North High Shoals. Oconee County's 186 square miles are predominantly rural, especially in the southern and western part of the County.

10.1.2 Population

The most recent population figures from the 2000 U.S. Census show the County population to be 26,225. Table 10-1 shows the 2000 population, by census zone. The County's 2004 population is estimated to be 30,292.

**Table 10-1
Oconee County and Census Zone Population**

City	Population
Bogart CCD, Oconee County, Georgia	7,150
Elder CCD, Oconee County, Georgia	1,841
Watkinsville CCD, Oconee County, Georgia	17,234
TOTAL	26,225

Source: 2000, U.S. Census

10.1.2.1 Seasonal Population Changes

The County does not experience any significant seasonal changes in population.

10.1.2.2 Number of Households

The total number of households in the County planning area in 2000 was 9,528. Table 10-2 shows the number of single and multi-family households in the planning area from the 2000 U.S. Census.

**Table 10-2
Housing Units in Oconee County**

Type	Amount
Single Family Housing	7,813
Multi-Family Housing	1,715
Total	9,528

Source: 2000, U.S. Census

10.1.3 Economic Activity

As identified by the Georgia Department of Labor (2002), Table 10-3 indicates for the County the number of businesses and number of employees for each sector identified by NAISC code.

**Table 10-3
Oconee County Employment by NAICS Category**

OCONEE COUNTY		
Industry	Number of Firms	Number of Employees
Goods Producing	185	1,324
Agriculture, forestry, & fishing	12	72
Mining	0	0
Construction	143	632
Manufacturing	30	621
Food Manufacturing	0	0
Beverage & tobacco mfg	0	0
Textile mills	0	0
Textile product mills	0	0
Apparel Manufacturing	0	0
Leather & allied product mfg	0	0
Wood product Manufacturing	1	*
Paper Manufacturing	0	0
Printing and related activities	*	*
Petroleum and coal products mfg	0	0
Chemical Manufacturing	*	*
Plastics & rubber products mfg	*	*
Nonmetallic mineral product mfg	3	55
Primary metal Manufacturing	0	0

OCONEE COUNTY		
Industry	Number of Firms	Number of Employees
Fabricated metal product mfg	3	29
Machinery Manufacturing	4	53
Computer & electronic product mfg	*	*
Electrical equipment/appliance	*	*
Transportation equipment	0	0
Furniture and related product mfg	6	122
Miscellaneous mfg industries	*	*
Service Producing	493	4,250
Wholesale trade	46	362
Retail trade	66	904
Transportation and warehousing	16	82
Utilities	*	*
Information	12	64
Finance and insurance	48	324
Real estate and rental and leasing	28	125
Professional, scientific/tech svcs	68	394
Management: companies/enterprises	*	*
Administrative and waste svcs	45	361
Educational services	13	215
Health care and social services	47	513
Arts, entertainment and recreation	9	138
Accommodation and food services	22	276
Other services (except government)	68	320
Unclassified - industry not assigned	13	43
Total - Private Sector	690	5,618
Total - Government	34	1,289
Federal government	9	100
State government	11	68
Local government	15	1,122

Source: 2002, Georgia Department of Labor

10.2 Waste Disposal Stream Analysis

10.2.1 Inventory of Waste Disposed

The Georgia Division of Environmental Protection reports that 11,789 tons of waste was disposed in municipal solid waste landfills and 5,660 tons was disposed in construction and demolition landfills from Oconee County from the fourth quarter 2002 through the third quarter of 2003, the last four quarters for which data was reported. The resulting 2.37 pounds per person per day is low compared to the State average. This can be attributed to successful waste reduction programs and a Pay As You Throw fee system that discourages disposal. In addition, it is likely that private haulers and individuals deliver waste from Oconee County to the Athens-Clarke County landfill and report that it is from Athens-Clarke County either because a portion of the load is indeed from Athens-Clarke County or because they are aware of the restrictions on accepting waste from outside Athens-Clarke and Oglethorpe County at this landfill.

Table 10-4 shows the results of an analysis that breaks down the waste disposed from Oconee County in MSW and C and D landfills by sector. A telephone survey of landfills in the State of Georgia, conducted by R.W. Beck, Inc., suggests that of the waste delivered to MSW landfills, 66.6 percent is MSW (generated by the commercial or residential sector), 12.3 percent is construction and demolition debris, 14 percent is industrial, and 7.1 percent is sludge or biosolids. These percentages were applied to the amount of waste disposed of in MSW landfills from Oconee County and its municipalities.

Table 10-4
Waste Disposed by Sector (4Q 2002 through 3Q 2003)
Oconee County

Sector	Tons to MSW Landfill	Tons to C&D Landfill	Total Tons
Residential	4,630.3		4,630.3
Commercial	3,221.0		3,221
Industrial	1,650.4		1,650.41
C&D	1,449.9	5,660	7,109.9
Sludge/Biosolids	837		837
TOTAL	11,788.6	5,660	17,448.6

To break down the MSW portion of the waste disposed in MSW landfills by residential and commercial generators, preliminary results from the first season of sampling for the Georgia Department of Community Affairs (DCA) waste composition study were used. Results from 120 samples taken from three landfills in the State indicated that approximately 32 percent of the waste stream comes from commercial generators and 46 percent comes from residential generators. The

remaining 22 percent was in transfer trailers and thus the source was not identifiable. For purposes of this analysis, it is assumed that the waste in the transfer trailers has the same residential/commercial split as the rest of the MSW delivered to the MSW landfills.

10.2.1.1 Waste Characterization

Preliminary analysis of waste characterization data from the DCA sampling study shows the percentage of each type of material in the commercial and residential waste disposed of in an MSW landfill, shown in Table 10-5. These results suggest that 63 percent of the residential and commercial waste disposed of in Georgia landfills is paper or organic material. It is assumed that the waste disposed from Oconee County is of similar composition. Once the waste characterization study is complete, these percentages can be revised to be more specific to the northeast Georgia region.

**Table 10-5
Projected Characterization of MSW Disposed from Oconee County¹**

Material	Average
Newspaper	4.9%
Corrugated Cardboard	9.6%
Office	2.5%
Magazine/Glossy	3.0%
Paperboard	3.9%
Mixed (Other Recyclable)	3.3%
Other (Non-recyclable)	10.0%
Total Paper	37.2%
#1 PET Bottles	1.7%
#2 HDPE Bottles	1.2%
#3-#7 Bottles	0.3%
Expanded Polystyrene	1.6%
Film Plastic	8.1%
Other Rigid Plastic	3.9%
Total Plastic	16.9%
Clear	2.0%
Green	0.5%
Amber	1.6%
Other	0.5%
Total Glass	4.6%

Section 10

Material	Average
Steel Cans	1.9%
Aluminum Cans	1.0%
Other Ferrous	2.9%
Other Non-Ferrous	0.8%
Total Metal	6.6%
Yard Waste	1.5%
Wood (non-C&D)	2.1%
Food Waste	11.9%
Textiles	3.8%
Diapers	2.7%
Fines	3.3%
Other Organics	0.8%
Total Organics	26.0%
Drywall	0.2%
Wood	3.1%
Inerts	0.2%
Carpet	1.4%
Other C&D	1.0%
Total C&D	5.9%
Televisions	0.1%
Computers	0.1%
Other Electronics	1.3%
Tires	0.3%
HHW	0.2%
Other Inorganics	0.9%
Total Inorganics	2.8%
Total	100.0%

¹ Based on sampling data from Georgia Waste Characterization, Fall 2003

10.2.1.2 Unique Conditions and/or Seasonal Variations

Oconee County knows of no unique conditions or seasonal variations that will dramatically change the amount of waste projected.

10.2.1.3 Waste Generating Disasters

Without knowing the type and degree of an unanticipated disaster, Oconee County can not project the amount or type of waste that would need to be managed from such an event. However, the County would first asses the damage. A logging company could be used to transport any additional trees and yard trimmings that would need to be managed to the Oglethorpe inert landfill. Any additional MSW would be delivered by County equipment and licensed haulers to the BFI landfill in Barrow County.

10.2.2 Projections of Waste to be Disposed

Table 10-6 shows waste projections based on the estimated per capita waste disposed in the most recent year for which data are available. In Oconee County, approximately .64 tons were disposed of per capita per year, .43 tons per capita per year in the MSW landfills alone. If this per capita disposal rate were to remain the same, it is estimated that 30,377 tons per year would be disposed by the end of the planning period, 20,524 to MSW landfills.

**Table 10-6
Waste Disposal Projections at Current Per Capita Disposal Rate
Oconee County**

Estimated Per Capita Disposed	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Population	28,738	30,292	31,929	33,656	35,475	37,393	39,415	40,530	42,72	45,031
Tons	19,386	20,434	21,539	22,704	23,931	25,225	25,939	27,341	28,819	30,377

10.2.2.1 Per Capita MSW Disposal Reduction Goal

In 1991, the Northeast Georgia Regional Solid Waste Management Plan estimated that .54 tons per capita per year were being disposed from Oconee County in MSW landfills. Thus, the tons per capita per year have increased based on 1991 numbers. However, it is important to recognize that the 1991 tonnage data may not be accurate since few landfills had scales at the time. In any case, .64 tons per capita per year in 2002/2003 translates to 2.37 pounds per capita per day, significantly below the statewide waste reduction goal.

10.3 Waste Reduction Element

10.3.1 Inventory of Waste Reduction Programs

This section provides detailed information on Oconee County’s existing waste reduction programs that target the residential, commercial/institutional, industrial, construction and demolition, and yard trimming sectors and waste streams.

10.3.1.1 Source Reduction Programs

Oconee County promotes source reduction through a number of programs promoting the use of yard sales, charitable donations, a PAYT program, and green shopping.

The Oconee County Clean and Beautiful Commission and 4-H collect used clothing for the needy. The Clean and Beautiful Commission also sponsors presentations for classrooms on Reducing, Reusing and Recycling. A local woodworking company also donates scrap wood for home fireplaces.

10.3.1.2 Recycling

Oconee County currently operates six staffed drop-off sites where citizens can leave blue bag household waste and recyclable items for collection by a county licensed contract hauler. In addition, all 14 county licensed haulers are required to offer curbside recycling. Items collected for recycling include corrugated cardboard, newspapers, magazines, glass, catalogs, telephone books, aluminum cans, #1 and #2 plastics, tin cans, aerosol cans, mercury thermometers & small switches, cell phones, and white office paper from government offices. Motor oil and scrap metal/white goods are collected at the old landfill on US-441S and at the Rankin Road collection center.

The City of Bogart offers curbside recyclables collection using City owned and operated equipment and personnel. The County public schools have an annual telephone phone book collection and recycling program. Eight County schools participate in the program that offers up to \$200 for each school based on the volume collected. Various community groups collect and recycle aluminum cans. The County also offers a Tire Amnesty month for residential customers only. Tires are collected at three locations: the old landfill on US-441S, and the collection centers on GA-15S and US-53. Table 10-7 describes the recycling programs operating in the County. Table 10-8 indicates the businesses that accept recyclables from Oconee County, according to the Georgia Recycling Markets Directory.

**Table 10-7
Recycling Programs in Oconee County (1994-1999)**

Type of Program	Jurisdictions	Population Served	Operated by:	Materials Accepted	Tons Diverted (94-99)
Drop-Off Centers	Oconee County	26,225	Oconee County	Newspaper	1236
				Aluminum Cans	31
				Glass Bottles	195
				Magazines/Catalogs	182
				#1 And #2 Plastics	49
				Motor Oil	N/A
				Tires	767
Scrap Metal/White	397				

Type of Program	Jurisdictions	Population Served	Operated by:	Materials Accepted	Tons Diverted (94-99)
				Goods	
				Tin Cans	N/A
				Aerosol Cans	N/A
				Mercury Thermometers & Small Switches	N/A
				Cell Phones	N/A
				White Office Paper From Government Offices	49
				Corrugated	842
Curbside Recycling	Various County Locations		Private Haulers	N/A	N/A
Curbside Recycling	City of Bogart		City of Bogart	N/A	N/A
Telephone Book Recycling Program	Oconee County		Oconee County Public Schools and Oconee County Clean and Beautiful	Telephone Books	9-11
Tire Amnesty Month	Oconee County		Oconee County and Oconee County Clean and Beautiful	Tires	20-25 per event
Aluminum Can Recycling	Oconee County		Community Groups	Aluminum Cans	N/A
Clothing Reuse	Oconee County		4-H and Oconee County Clean & Beautiful	Used Clothing	2-3 every 2 yrs

Source: Oconee County Solid Waste Department

**Table 10-8
Businesses that Accept Recyclables from the Planning Area**

Name	Location	Accepts Material from:		Materials Accepted
		Geographic Area	Sector	
Exclusive Pallet Service	Bogart, GA	Oconee County	Commercial	Wooden Pallets

Source: Georgia Recycling Markets Directory

Yard Trimmings Programs and Facilities

Oconee encourages home composting of yard waste by making low cost bins available to homeowners for personal use. There is also an annual Christmas tree recycling and mulching program, sponsored by the Clean and Beautiful Program, available to all citizens. More than 2000 citizens recycle 12,000-16,000 Christmas trees annually at the Watkinsville Home Depot. The resulting mulch is left on site for free pick up by residents.

The City of Bogart provides once per month curbside collection of leaves and limbs. The County Road Department provides once a month leaf and limb mulching for the City of Bogart. Mulch is stored at the Road Department and sold to the public or used for maintaining government property.

The City of Watkinsville Sanitation Department offers once a month leaf and limb mulching for City residents. Residents place materials at the curb for collection. The City mulches the material which is then stockpiled at the County Road Department and is free for the taking. Table 10-9 lists the yard trimmings diversion programs operating in the County.

City/County	Program Name	Frequency	Location	Notes
City of Bogart	Curbside Collection	Once per month	City of Bogart	Leaves and limbs
County Road Department	Leaf and Limb Mulching	Once a month	County Road Department	Mulch sold to public or used for government property
City of Watkinsville	Sanitation Department	Once a month	City of Watkinsville	Leaves and limbs mulched and stockpiled at County Road Department
City of Watkinsville	Sanitation Department	Once a month	City of Watkinsville	Leaves and limbs mulched and stockpiled at County Road Department
City of Watkinsville	Sanitation Department	Once a month	City of Watkinsville	Leaves and limbs mulched and stockpiled at County Road Department
City of Watkinsville	Sanitation Department	Once a month	City of Watkinsville	Leaves and limbs mulched and stockpiled at County Road Department
City of Watkinsville	Sanitation Department	Once a month	City of Watkinsville	Leaves and limbs mulched and stockpiled at County Road Department
City of Watkinsville	Sanitation Department	Once a month	City of Watkinsville	Leaves and limbs mulched and stockpiled at County Road Department
City of Watkinsville	Sanitation Department	Once a month	City of Watkinsville	Leaves and limbs mulched and stockpiled at County Road Department
City of Watkinsville	Sanitation Department	Once a month	City of Watkinsville	Leaves and limbs mulched and stockpiled at County Road Department

Table 10-9
Yard Trimmings Programs (2003)

Program	Owner/Operator	Jurisdictions Served	Sector Served	Materials Accepted	Quantity	Final Disposition
Home composting	County offers \$20 bins through the Clean & Beautiful Program	Oconee County	Residential	Vegetative food, yard trimmings	Distributed 650 bins in 2003	Residents make and use compost
Municipal curbside yard trimmings	City of Bogart	City of Bogart	Residential	Leaf & limb	Approximately one 2-wheel truckload per month	Mulched and sold to public or used for municipal projects
Municipal curbside yard trimmings	City of Watkinsville	City of Watkinsville	Residential	Leaf & limb	N/A	Mulched/given to the public for free and used for City projects
Christmas Tree Recycling	Oconee County Clean and Beautiful and Georgia Power Company	Oconee County	Residential	Christmas trees	+2000	Mulched and given to residents

10.3.2.1 Items Requiring Special Handling

Used motor oil is collected at the old landfill and the Rankin Road collection center. White goods are collected at the old landfill. Special events are held to collect items such as mercury thermometers and switches, and cell phones. White goods and scrap metal are sold to a scrap metal company for reprocessing. Tires are collected at three locations: the old landfill on US-441S, and the collection centers on GA-15S and US-53. Passenger tires without rims and white goods can be left at the old county landfill for recycling. Tractor tires and large truck tires are not accepted. Old tires are hauled to a processing facility in Butts County, Town of Jackson. Oconee County receives no remuneration for tires. Table 10-10 lists the programs operating in the County to divert materials requiring special handling.

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Table 10-10
Programs for Materials Requiring Special Handling (2003)

Material	Targeted Sector(s) ¹	Management Strategy	Final Disposition of Material(s)
Motor Oil	R	Collected at 2 County drop-off sites	500 gal tanks at each location serviced by a certified processor
Tires ²	R	Collected at the old landfill	Hauled to a processing facility in Butts County
White Goods	R	Collected at the old landfill	Sold along with scrap metal to a firm for reprocessing in Athens
Mercury Thermometers and Switches	R	Clean & Beautiful special collection event	Collected by a reprocessor
Cell Phones	R	Collected at County drop-off sites	Recycled

¹ R= Residential, I=Industrial, C=Commercial, CD= C&D

² Tire Amnesty Month is a special project of the Oconee County Clean and Beautiful Commission.

Source: Oconee Solid Waste Department

10.3.3 Assessment of Waste Reduction Programs

The County's waste reduction program is available to all citizens. Curbside recycling is offered in the more densely populated areas while the County collection centers accept recyclables from all County residents. The Pay As You Throw program operating all the convenience centers encourages residents to recycle. Since preliminary results indicate that approximately 63 percent of the waste disposed in landfills sampled in Georgia is paper or organic waste, the County's future waste reduction efforts will emphasize the opportunities in the County to divert these materials.

10.3.4 Needs and Goals

Based on the inventory and assessment, adequacy of current programs and other programmatic options, including costs, Oconee County has developed the following waste reduction needs and goals:

- Ensure that the County continues to pursue the State's 25% reduction in the amount of solid waste received at disposal facilities;
- Increase education and awareness of recycling programs and opportunities for paper and organic waste materials; and
- Sustain waste reduction programs for the next 10 years.

10.4 Collection Element

10.4.1 Inventory of Existing Collection Programs

At the source private residential and commercial collection and disposal of MSW is determined by customer agreement with a private hauler of the customer's choice. Residential collection is from curbside containers furnished to customers by the hauler. Commercial collection is by use of dumpsters furnished to customers. Container size is determined by the customer.

The County provides six staffed collection centers on a PAYT system where citizens can discard household waste if it is in a 32 gallon blue bag with the Oconee County logo. These special bags can be purchased at most local food outlets and all collection sites for \$1.50 each. Blue bags are placed in specially marked dumpsters at the collection centers. The dumpsters are serviced by a County licensed hauler.

Recyclable items are placed in other specially marked containers at the site. These dumpsters are serviced by the licensed hauler as well. A list of the haulers operating in the County and a description of the collection programs are described in Tables 10-11 and 10-12.

**Table 10-11
Haulers Operating in Planning Area**

Hauler Name	Hauler Address	Sector Served ¹	Jurisdiction(s) Served	Arrangement ²
Alewine Waste	P.O. Box 698-Hull, GA-30646	R	Oconee County	Contracts directly with residential customers.
United Waste Service/Robertson Sanitation	P.O. Box 1108-Auburn, GA-30011-1108	R	Oconee County	Contracts directly with residential customers.
Waste Pro of Georgia	P.O. Box 7172-Athens, GA-30606	R	Oconee County	Contracts directly with residential customers.
Curbside Services	P.O. Box 395-Bogart, GA-30622	R	Oconee County	Contracts directly with residential customers.
AAA Sanitation	4695 Barnett Shoals Road-Athens, GA-30605	R	Oconee County	Contracts directly with residential customers.
BFI Waste Systems	158 Fullenwider Road-Gainesville, GA-30503	R	Oconee County	Contracts directly with residential customers.
F-4 Sanitation, Inc.	P.O. Box 82204-Athens, GA-30608-2204	R	Oconee County	Contracts directly with residential customers.
Bulldog Waste Service	P.O. Box 5548-Athens, GA-30604	R	Oconee County	Contracts directly with residential customers.

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Hauler Name	Hauler Address	Sector Served ¹	Jurisdiction(s) Served	Arrangement ²
B&W Waste	P.O. Box 1092-Madison, GA-30650	R	Oconee County	Contracts directly with residential customers.
Roll-off Systems	100 Garrett Drive-Statham, GA-30666	R	Oconee County	Contracts directly with residential customers. Svcs County collection sites.
Oconee Waste Transport	1183 Experiment Station-Watkinsville, GA-30677	R	Oconee County	Contracts directly with residential customers.
Mike Harris Trucking, Inc.	P.O. Box 80165-Athens, GA-30608	R	Oconee County	Contracts directly with residential customers.
LB Recycling & Waste Services	8194 Washington Street-Covington, GA-30014	R	Oconee County	Contracts directly with residential customers.
Sterling Sanitation	50 Gaines School Road-Athens, GA-30605	R	Oconee County	Contracts directly with residential customers.

¹ R= Residential, I=Institutional, C= Commercial, CD= C&D

² i.e., contract with local government, franchise agreement with local government, independent contract with generators, etc.
Source: Oconee County Solid Waste Department

Table 10-12
Inventory of Collection Programs

Type	Collector	Program Description	Jurisdictions Served	Sectors Served ¹	Number of Households/Businesses served, if available ²	Contractual Arrangements
Curbside Collection	Private Hauler permitted by County	Curbside collection of garbage and recyclables.	Oconee County	R	N/A	Residents arrange for collection with hauler of choice.
Commercial Collection	Private Hauler permitted by County	Dumpster service for businesses	Oconee County	C	N/A	Entities arrange for collection with hauler of choice.
Staffed Drop-off	Oconee County	Open 5 days a week for PAYT residential garbage and recyclables.	Oconee County	R	N/A	PAYT system open to all county residents. Hauled to landfill/markets by County contractor.

¹ R= Residential, I=Institutional, C= Commercial, CD= C&D

² Private haulers may not be willing to provide this information.
Source: Oconee County Solid Waste Department

10.4.1.1 Contingency Strategy

The County's first step in an emergency contingency plan is determining the possible duration of the potential emergency or disaster. The county would then poll other haulers operating in within the County to determine their interest in substituting for the County's current contract hauler. After determining interest and availability, the County would then select a hauler or haulers and describe their interim duties, collection areas, landfills used, the servicing of County Collection Centers, handling of recyclables, and customer billing. The County estimates that this temporary replacement program could be up and running in two to three days.

The City of Bogart would contract with another hauler to provide interim recycling collection. This option could take two to three days to put into effect. In the interim, citizens could utilize a county maintained and staffed collection center for handling MSW and recyclables.

North High Shoals citizens can contact another hauler if primary service is interrupted. They also have the option of using or converting to the County blue bag PAYT disposal system. Citizens can haul filled bags to any of six staffed County maintained collection centers. Recyclable materials would also be accepted at the centers at no charge. These alternatives could be enacted within one to two days. The main delay might be in informing citizens of their new options during an interruption in normal service.

The City of Watkinsville would contract with another hauler to provide interim service. There are 14 licensed haulers operating with the jurisdiction so this option should only take two to three days to implement. Citizens would also have the option of using County staffed and maintained collection centers for blue bag household MSW and recyclables.

10.4.2 Assessment of Collection Programs

Collection programs for solid waste are sufficient to meet existing community needs. The more populated areas have at the source collection and the staffed convenience centers are available for solid waste and recyclables for all citizens.

10.4.3 Inventory of Illegal Dumping/Littering

Oconee County has very little illegal dumping due to aggressive enforcement of littering/dumping ordinances by the Sheriff's Department Code Enforcement Office and interested citizens.

10.4.4 Assessment of Programs to Address Illegal Disposal

Oconee County's current enforcement program seems to be effective in addressing illegal dumping since it is not a significant problem for the County.

10.4.5 Needs and Goals

Oconee County’s goal for collection is to ensure efficient and effective collection of solid waste in the region over the next ten years.

10.5 Disposal Element

10.5.1 Inventory of Solid Waste Disposal Facilities

Oconee County does not own or operate a landfill and there are no MSW or C&D landfills located in the County. There is one inert landfill issued a permit-by-rule in the County. This landfill (Permit No.108-021L) is located at the intersection of Flat Rock Road and Oliver Bridge Road.

Solid waste in Oconee County is collected by private haulers and taken to the landfill or transfer station of their choice. Waste collected from the County’s staffed collection centers is taken to the Oak Grove landfill in Barrow County or a transfer station in Monroe. Most of the solid waste in the County is disposed of at the Oak Grove landfill. Some was also disposed of at the Richland Creek landfill in 2003. Construction and demolition debris in the County is delivered to US-78 C&D landfill in Walton County or, to a lesser degree, to the Oglethorpe County landfill. It is assumed that private haulers will continue to dispose of waste from Oconee County at the landfills listed in Table 10-13.

**Table 10-13
Inventory of Disposal Facilities and Thermal Treatment Technologies to be Used During
the Planning Period (2004 – 2013)**

Facility Name	Jurisdiction(s) Using Facility	Physical Address	Owner/ Operator	Facility Type	Types of Waste Accepted	Year Expected to Reach Capacity
BFI Richland Creek Rd Landfill Gwinnett County	Oconee County	Off Richland Crk Rd NW of Buford	BFI	MSWL	MSW	1/29/2021
BFI Hickory Ridge Landfill DeKalb County	Oconee County	I-285 & Moreland Ave Atlanta, GA	BFI	MSWL	MSW	6/29/2005
Clarke County-Athens Dunlap Road	Oconee County	US 78 4.5 MI E Athens	Athens-Clarke County	MSWL	MSW	7/29/2016

OCONEE COUNTY

Facility Name	Jurisdiction(s) Using Facility	Physical Address	Owner/ Operator	Facility Type	Types of Waste Accepted	Year Expected to Reach Capacity
Cherokee County Pine Bluff Landfill	Oconee County	E Cherokee Dr Between SRRr5 & SRRr20 Canton, GA	USA Waste, Inc.	MSWL	MSW	6/29/2049
Oak Grove Landfill	Oconee County	Off SR 324 3 mi SW of Winder	Republic Waste	MSWL	MSW	11/1/2008
Banks County R&B Chambers Landfill	Oconee County	705 Frank Bennett Road Homer, GA	Waste Management	MSWL	MSW	5/21/2040
BFI – East Dekalb Landfill	Oconee County	Off Scales Rd Lithonia	BFI	C&D	C&D	2/28/2005
Oglethorpe Co-US 78 C/D Landfill	Oconee County	US 78 One Mile Crawford	Oglethorpe County	C&D	C&D	2014

10.5.1.1 Assurance of 10-Year Capacity

Table 10-14 shows the anticipated destination of the waste that is collected in Oconee County. Landfills in the region have sufficient capacity to accept all the solid waste expected to be disposed from Oconee County. The County has obtained a letter from Roll off Systems, included at the end of this Section, assuring sufficient capacity to handle Oconee County’s waste for the next 20 years. However, private haulers are free to contract directly with residents and to transport municipal solid waste to the landfill and transfer station of their choice. This makes it difficult to monitor the amounts of waste being disposed or to obtain any capacity assurance.

**Table 10-14
Disposal Capacity Assurance Summary (2004-2013)**

Oconee County	Year 1 (2004)	Year 2 (2005)	Year 3 (2006)	Year 4 (2007)	Year 5 (2008)	Year 6 (2009)	Year 7 (2010)	Year 8 (2011)	Year 9 (2012)	Year 10 (2013)
Amount of Waste	8,386	8,839	9,317	9,821	10,352	10,912	11,502	11,827	12,466	13,140
Amount Oak Grove Landfill ¹	2,550	2,688	2,833	2,987	3,148					
Amount to Chambers R&B, Richland Creek, etc.						3,318	3,412	3,597	3,791	3,996
Amount to Oglethorpe Co. o US-78 C&D landfill	6,289	6,629	6,988	7,365	7,764	8,183	8,415	8,870	9,349	9,855

¹ Assumes that all waste from the County is delivered to Oak Grove landfill until it closes. Private haulers contracting directly with generators may deliver this waste to other landfills.

10.5.1.2 Contingency Strategy

If Oconee County’s contract hauler’s primary disposal option is interrupted, another hauler with landfill access will be acquired in an interim basis. This option could be operating within one week. There are currently 14 hauler licensed to operate within the County so the County should not have a difficult time finding another interim hauler.

10.5.2 Assessment of Disposal

Aside from the waste delivered to County convenience centers, the County has no control over where waste is disposed. However, the letter from Roll Off systems indicates its intention to assure disposal for the County’s waste.

10.5.3 Statement of Needs and Goals

Oconee County’s goal is to ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.

10.6 Education and Public Involvement Element

10.6.1 Inventory of Public Education and Involvement

Oconee County has a number of environmental programs and opportunities that are readily available in all eight schools due primarily to the active presence of the Keep Oconee County Beautiful Program, an affiliate of the State Keep Georgia Beautiful program, which in turn, is affiliated with the National Keep America Beautiful Program.

Many other participatory programs are available for citizens such as

- Christmas Tree Recycling;
- Adopt-a-Mile;
- Adopt-a-Stream;
- Adopt-a-Spot,
- Scrap Tire Amnesty;
- Old Clothes Roundup;
- Home Composting Program;
- Free Tree Seeding Distribution; and
- Other Earth Day and Great American Cleanup programs.

These programs encompass all municipalities within the County. Table 10-15 describes the public involvement and education programs currently operating in the County.

Program Name	Frequency	Location	Responsible Agency	Contact Information
Christmas Tree Recycling	Annual	Various locations	Oconee County	
Adopt-a-Mile	Ongoing	Various roads	Oconee County	
Adopt-a-Stream	Ongoing	Various streams	Oconee County	
Adopt-a-Spot	Ongoing	Various spots	Oconee County	
Scrap Tire Amnesty	Annual	Various locations	Oconee County	
Old Clothes Roundup	Annual	Various locations	Oconee County	
Home Composting Program	Ongoing	Various locations	Oconee County	
Free Tree Seeding Distribution	Annual	Various locations	Oconee County	
Other Earth Day and Great American Cleanup programs	Annual	Various locations	Oconee County	

**Table 10-15
Existing Environmental Education Initiatives**

Program/Activity	Jurisdictions Covered	Operated by	Target Audience	Description of Impact
Clean & Beautiful Program	Oconee County	Oconee County Clean & Beautiful	Residents	Promotes awareness and involvement in recycling and waste reduction
Christmas Tree Recycling	Oconee County	Oconee County Clean & Beautiful	Residents	Reduces waste disposed at inert landfill
Adopt-a-Mile	Oconee County	Oconee County Clean & Beautiful	Businesses and Civic Groups	Keeps roadways clean
Adopt-a-Stream	Oconee County	Oconee County Clean & Beautiful	Businesses and Civic Groups	Keeps streams clean
Adopt-a-Spot	Oconee County	Oconee County Clean & Beautiful	Businesses and Civic Groups	Keeps selected locations clean
Scrap Tire Amnesty	Oconee County	Oconee County Clean & Beautiful	Businesses and Residents	Reduces illegal dumping
Old Clothes Roundup	Oconee County	Oconee County Clean & Beautiful	Residents	Promotes reuse of clothing
Home Composting Program	Oconee County	Oconee County Clean & Beautiful	Residents	Reduced waste disposed at inert landfill
Free Tree Seeding Distribution	Oconee County	Oconee County Clean & Beautiful	Residents	Beautification of the County
Other Earth Day and Great American Cleanup programs	Oconee County	Oconee County Clean & Beautiful	Businesses, Residents and Civic Groups	Raises awareness of environmental issues

10.6.2 Assessment of Public Education and Involvement

Public education and involvement is an integral part of the solid waste management program in Oconee County. The relationship with the schools in the County provides an avenue for encouraging waste reduction and to target paper for recycling. Although Oconee Clean and Beautiful focuses on many environmental and beautification issues, the resources are in place to focus on emerging solid waste management issues as needed.

10.6.3 Statement of Needs and Goals

Oconee County's goal with regard to public education and involvement is to ensure that residents and businesses in the County understand the issues, needs, and goals of the solid waste management system.

10.7 Land Limitation Element

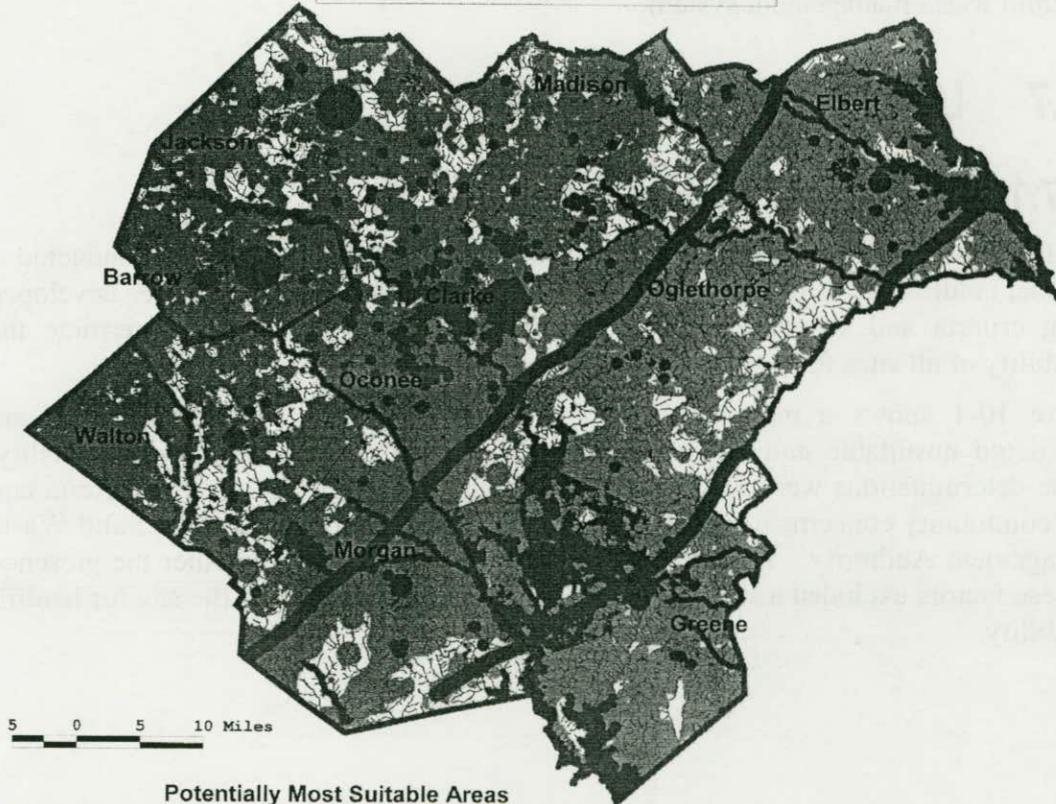
10.7.1 Inventory of Land Areas

In 1997, the Northeast Georgia Solid Waste Management Authority conducted a regional landfill site suitability study. As part of this study, the ten counties developed siting criteria and screened all land within the ten-county area to determine the suitability of all sites for landfill development.

Figure 10-1 shows a map of the ten-county region with areas shaded that are considered unsuitable and of limited suitability for a solid waste disposal facility. These determinations were made based on water protection and land use criteria and host community concerns established by the Northeast Georgia Regional Solid Waste Management Authority. Table 10-16 identifies the criteria and whether the presence of these factors excluded a site altogether or lowered the ranking of the site for landfill suitability.

1997 Update

Composite Map Landfill Suitability



Potentially Most Suitable Areas

County Name	Low Score	High Score	% of County Area
Barrow	17	23	14
Clarke	20	38	16
Elbert	16	24	14
Greene	16	20	12
Jackson	16	32	28
Madison	12	28	24
Morgan	20	30	24
Oconee	24	32	11
Oglethorpe	14	22	25
Walton	12	30	25

Levels of Suitability

- Potentially Most Suitable
- Limited Suitability
- Unsuitable (Excluded)

Date: 9/25/97



NORTHEAST GEORGIA
Regional Solid Waste Management Authority

Figure 10-1

**Table 10-16
Regional Landfill Suitability Criteria**

	Criteria	Type
Water Protection (Geotechnical)	Major Fault Zone	Exclusionary
	Public Drinking Water Sources	Exclusionary
	Hydrologically Sensitive Area	Ranked
	Private Drinking Water Wells	Ranked
	Lakes, Rivers, and Creeks	Exclusionary
	Floodplains	Exclusionary
	Wetlands	Exclusionary and Ranked
Land Use	Steep Areas	Exclusionary
	Airports	Exclusionary
	Nonparticipating County Borders	Exclusionary
	Public Lands and Parks	Exclusionary
	Population Density	Exclusionary and Ranked
	Historic and Key Archaeological Sites	Ranked
Host Community Concerns	Biological/Rare Element Sites	Ranked
	Existing Pollution Sources	Ranked

Oconee County also has a zoning ordinance that would limit where solid waste handling facilities could be sited in the County. The County ordinance states that a Municipal Solid Waste landfill and C&D waste landfill may be permitted only in the I (industrial) zoning districts of Oconee County, and only upon approval of a conditional use permit by the Oconee County Board of Commissioners after a public hearing if the following conditions are met. The Board of Commissioners of Oconee County may establish a Municipal Solid Waste landfill or C&D landfill for the county upon land owned by the County without a public hearing.

- A Municipal Solid Waste landfill or C&D landfill may be located only on soils having slight or moderate limitations for use for this purpose, as listed in the “Soil Survey, Oconee County, Georgia”, U.S. Department of Agriculture, Soil Conservation Service.
- No Municipal Solid Waste landfill or C&D landfill shall be allowed to operate in Oconee County without first obtaining a “Solid Waste Handling-Disposal Operation Permit” from the Georgia Department of Natural Resources (DNR) nor shall a sanitary landfill be operated in violation of DNR rules and regulations. The DNR permit shall be kept at the site and shown to the Code Enforcement Officer upon demand.

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- The location, boundaries and the proposed method of operation shall have been approved by the Oconee County Health Department, Board of Commissioners, and the County's Attorney.
- The Municipal Solid Waste landfill shall be accessible directly from a State or U.S. Highway or arterial County Road without travel over residential streets.
- The Municipal Solid Waste landfill shall be suitably fenced to prevent the spread of paper and other material and shall be screened and planted so that it is not visible from any residential, commercial or industrial structure or from any street.
- The completion of the Municipal Solid Waste landfill shall result in the improvement of the property upon which it is located.

10.7.2 Procedures for Siting Solid Waste Facilities

Any entity requesting a renewal or issuance of a solid waste handling permit from EPD must demonstrate that the facility or facility expansion is consistent with the local government's solid waste management plan. The County will use the following criteria to determine whether the issuance of the requested permit is consistent with the Solid Waste Management Plan.

- Determine whether the proposed facility or facility expansion is sited in an area deemed unsuitable according to one of the criteria list above (in groundwater recharge area; located within two miles of a municipal water supply; on soils poorly suited for development; on slopes of greater than 25 percent; presence of major highways, roads, and airports; on urban or built up lands; water bodies or wetlands; or on federal, state, or public lands).
- Determine whether the proposed facility or facility expansion is sited in a location that is consistent with local zoning ordinances (described above).
- Determine whether the proposed facility or facility expansion negatively impacts other natural or cultural resources of the County.
- Determine whether the proposed facility or facility expansion negatively impacts the current solid waste management infrastructure of the County;
- Determine whether the proposed facility or facility expansion negatively impacts collection capability and disposal capacity identified in the Plan.
- Determine whether the proposed facility or facility expansion negatively impacts the County's ability to contribute to the State's 25 percent waste reduction goal.
- Determine whether the proposed facility or facility expansion negatively impacts the financial viability of the County's solid waste management system.

No proposed facility or facility expansion will be sited in the County without a letter from the County Commission stating that the facility is consistent with the Solid Waste Management Plan. The County Commission will hold at least one public hearing to gather input to make this determination.

10.7.3 Assessment of Land Limitation

Approximately 89 percent of the land area in Oconee County is considered unsuitable or of limited suitability for siting a landfill.

The procedure described above, once put into place, will help ensure that facilities sited in the County are consistent with this Plan.

10.7.4 Needs and Goals

The County's goal with regard to land limitation is to ensure that proposed solid waste handling facilities are compatible with surrounding areas and is placed in areas suitable for such developments and that all facilities are consistent with the Solid Waste Management Plan.

10.8 Implementation Strategies

10.8.1 Summary of County Need and Goals

Oconee County has established the following needs and goals as part of its Solid Waste Management Plan:

- To ensure efficient and effective collection of solid waste in the County over the next ten years.
- To contribute to the statewide goal of 25 percent per capita reduction in the amount of solid waste disposed.
- To ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.
- To ensure that residents and businesses in the region understand the issues, needs, and goals of the solid waste
- To ensure that proposed solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable for such developments and that all facilities are consistent with the Solid Waste Management Plan.
- To achieve a balanced and affordable solid waste management plan implementation strategy, while also meeting the goals and requirements of state law and all County laws.

10.8.2 Statement/Demonstration of 10-Year Collection Capability

Collection programs for solid waste are sufficient to meet existing community needs. The more populated areas have at the source collection and the staffed convenience

Section 10

centers are available for solid waste and recyclables for all citizens. The Pay As You Throw fee structure results in a financially sustainable collection system.

10.8.3 Statement/Demonstration of 10-Year Disposal Capacity

Oconee County has obtained a letter from Roll off Systems ensuring disposal capacity for 20 years which is well beyond the 10 year planning period.

10.8.4 Short Term Work Program (5-Year List of Programs/Work Activities)

Table 10-17 indicates the five year implementation strategy to meet the County's needs and goals, by element.

Table 10-17 Northeast Georgia Solid Waste Management Plan Short-Term Work Program 2004 – 2008 Oconee County							
Action	04	05	06	07	08	Responsible Party	Possible Funding
							\$\$
AMOUNT OF WASTE ELEMENT							
Goal: To determine the amount and composition of solid waste generated in the region in order to establish a sound information base upon which to make management decisions and determine if state and local goals are met.							
1. The County will use EPD's disposal capacity reports and DCA's waste characterization data to quantify the amount and type of waste disposed in the County.	x	x				County	
COLLECTION ELEMENT							
Goal: To ensure efficient and effective collection of solid waste in the region over the next ten years.							
1. If private haulers continue to contract directly with generators, Oconee County will continue licensing these haulers to maintain some control over waste collection.	x	x	x	x	x	County	License Fees \$500 yr \$10K/year
2. Oconee County will continue to staff 6 PAYT drop-off centers for residential solid waste.	x	x	x	x	x	County	User Fees Blue bag License fees (\$500 yr) \$/household

Table 10-17
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 – 2008
Oconee County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
3. City of Bogart will continue to provide residential collection service.	x	x	x	x	x	City of Bogart	\$/household	User Fees
4. City of Watkinsville will provide residential curbside collection service for solid waste through private contract or public service.	x	x	x	x	x	City of Watkinsville	\$160,633/yr	N/A

WASTE REDUCTION ELEMENT

Goal: To ensure a 25 percent reduction by 1996 in the amount of solid waste disposed of in the region Landfill and to sustain waste reduction programs for the next 10 years.

1. County will continue to operate 6 staffed drop-off sites for recyclables.	x	x	x	x	x	County	\$10K/yr/site (estimated)	Solid Waste Fund
2. County and municipalities will encourage commercial recycling programs.	x	x	x	x	x	County/ Municipalities	\$5K/year (estimated)	Solid Waste Fund
3. Keep Oconee Beautiful Program will continue to promote recycling and waste reduction activities in the county.	x	x	x	x	x	Keep Oconee Beautiful	N/A	N/A
4. The City of Bogart will continue to provide curbside collection of recyclables.	x	x	x	x	x	City of Bogart	N/A	N/A
5. The County will continue to sell composting bins to citizens at low cost.	x	x	x	x	x	County	N/A	N/A

Table 10-17
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 – 2008
Oconee County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
6. The cities of Bogart and Watkinsonville will continue to collect leaves and limbs weekly and mulch.	x	x	x	x	x	City of Bogart and Watkinsonville	N/A	N/A
DISPOSAL ELEMENT								
<i>Goal: To ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.</i>								
1. County will promote education and enforcement programs concerning illegal dumping.	x	x				County	\$10K/year	Solid Waste Fund
2. The County will continue to contract with a private hauler for disposal of waste from the staffed collection centers.	x	x	x	x	x	County	N/A	N/A
PUBLIC EDUCATION AND INVOLVEMENT ELEMENT								
<i>Goal: To ensure that residents and businesses in the region understand the issues, needs, and goals of the solid waste management system.</i>								
1. Oconee County will continue to fund Keep Oconee Beautiful Program for public education and involvement activities.	x	x	x	x	x	Keep Oconee Beautiful	\$12K/year	Solid Waste Fund
2. County will help develop and participate in a regional clearinghouse for public education information.	x	x	x	x	x	County/RDC	Part of \$20K, per capita basis	Solid Waste Fund

Table 10-17
 Northeast Georgia
 Solid Waste Management Plan Short-Term Work Program
 2004 - 2008
 Oconee County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
3. All municipalities will work with the county for coordination of public education activities.	x	x	x	x	x	Cities/County	---	---
LAND LIMITATION ELEMENT								
<i>Goal: To ensure that proposed solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable for such developments and consistent with the Solid Waste Management Plan..</i>								
1. County will ensure sufficient land use controls are in place.	x	x	x	x	x	County	---	---
2. County will review all permits requests for new solid waste handling facilities or expansions to determine consistency with SWMP.	x	x	x	x	x	County, NEGRSWMA	---	---

* These costs are counted in Greene and Morgan counties as well.

LETTER OF PARTICIPATION

A large, empty rectangular box with a thin black border, intended for the content of the letter of participation.

R·W·BECK



OCONEE COUNTY BOARD OF COMMISSIONERS

G. MELVIN DAVIS, CHAIRMAN

January 20, 2004

Mr. Joe Tichy
Special Projects Coordinator
Northeast Georgia Regional Development Center
305 Research Drive
Athens, GA 30605-2795

RE: Northeast Georgia Regional Solid Waste Management Plan Update

Dear Joe:

This letter serves as confirmation of Oconee County's commitment to participate in the Northeast Georgia Regional Solid Waste Management Plan Update.

The county understands that the update will be a multi-jurisdictional plan covering the ten counties that comprise the Northeast Regional Solid Waste Management Planning Authority and address the following five core planning elements:

- Waste Reduction
- Collection
- Disposal
- Land Limitation
- Education and Public Investment

The plan will also include a waste stream analysis and implementation schedule.

The County understands that all jurisdictions that agree to plan together will maintain the planning relationships established in the approved and adopted plan throughout the planning period, including the five-year Short-Term Work Program Update.

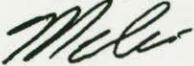
The County further understands that all participating local governments must adopt the Solid Waste Plan, the Short-Term Work Program, Plan Amendments,

Mr. Joe Tichy
January 20, 2004
Page 2

and/or Plan Updates before the DCA will make an eligibility determination for any of the local governments participating in the plan. If the County decides to break from the planning arrangement, we understand that we will be responsible for preparing our own individual solid waste management plan.

The County agrees to participate in two public hearings held on behalf of all participating jurisdictions at a central location in the area served by the plan, following all County specific public hearing notice procedures for due notification of the hearings.

Sincerely yours,



Melvin Davis

GMD/kdh

Cc: Kathy Botticello
John McNally
Board of Commissioners



Waste Services, LLC

Recycled paper 

September 30, 2004

Chairman Melvin Davis
Oconee County Board of Commissioners
P.O. Box 145
Watkinsville, GA 30677

Dear Chairman Davis:

This letter serves as a disposal capacity assurance for waste generated by Oconee County from 2004 to 2014. The waste from Oconee County will be going to Richland Creek Landfill, 5691 South Richland Creek Road, Buford, GA 30518, permit no. 067-032D(SL).

This assurance is based upon Oconee County and the municipalities of Watkinsville, Bishop, Bogart and North High Shoals disposing of approximately 12,000 tons of waste at these facilities on an annual basis.

Sincerely,

A handwritten signature in black ink, appearing to read "Monica Moseley", written over a horizontal line.

Monica Moseley
BFI Atlanta Landfill Division



OCONEE COUNTY BOARD OF COMMISSIONERS

G. MELVIN DAVIS, CHAIRMAN

February 4, 2004

Mayor Harry Knight
City of Monroe
Post Office Box 1249
Monroe, GA 30655

Dear Mayor Knight:

According to requirements from the Environmental Protection Division regulating municipal solid waste disposal in the State of Georgia, we need a commitment from your governing agency that solid waste from Oconee County will be accepted by BFI in your jurisdiction. Roll-Off Systems transports Oconee County's solid waste from our recycling centers to BFI. EPD requires Oconee County to have a minimum of a 10-year commitment that space is available to accept our solid waste.

We have enclosed a draft of an agreement between the City of Monroe and Oconee County. If this meets with your approval, please sign and return to my attention. We will then sign and send a copy to your office.

Thank you for assisting us in the disposal of our municipal solid waste and Regional Solid Waste Management Plan. If you have any questions, please do not hesitate to call me at 706-769-5120.

Sincerely yours,

Melvin Davis

GMD/kdh
Enclosure

cc: Board of Commissioners
Bob Whitehead
John McNally

**AGREEMENT BETWEEN
CITY OF MONROE, GEORGIA
AND
OCONEE COUNTY, GEORGIA**

This is to confirm that the transfer station owned and operated by the City of Monroe, Georgia, will accept solid waste at their transfer station from Oconee County for subsequent transfer to a Subtitle D landfill which is owned and operated by BFI Corporation. BFI assures the City of Monroe that they have sufficient capacity at their Subtitle D Landfill to accept Oconee County's solid waste for a period of 20 years.

CITY OF MONROE, GOERGIA

OCONEE COUNTY, GEORGIA

BY: _____

NAME: Harry Knight

TITLE: Mayor

DATE: _____

BY: _____

NAME: Melvin Davis

TITLE: Chairman

Board of Commissioners

DATE : _____

Section 11 OGLETHORPE COUNTY

11.1 Description of the County

11.1.1 Background

Oglethorpe County is located on the eastern edge of the planning area. The County has four municipalities. Lexington, the county seat, Crawford, Arnoldsville and Maxeys. The County covers 436 square miles. Most of the County is rural. Most of the more densely populated areas are on the western edge of the County.

11.1.2 Population

The most recent population figures from the 2000 U.S. Census show the County population to be 12,635. Table 11-1 shows the 2000 population, by census zone. The 2004 population is estimated to be 14,154.

**Table 11-1
Oglethorpe County and Census Zone Population**

City	Population
Lexington-Crawford CCD, Oglethorpe County, Georgia	9,290
Maxeys CCD, Oglethorpe County, Georgia	1,715
Vesta-Enterprise CCD, Oglethorpe County, Georgia	1,630
Total	12,635

Source: 2000, U.S. Census

11.1.2.1 Seasonal Population Changes

The County does not experience any significant seasonal changes in population.

11.1.2.2 Number of Households

The total number of households in the County planning area in 2000 was 5,368. Table 11-2 shows the number of single and multi-family households in the planning area from the 2000 U.S. Census.

**Table 11-2
Housing Units, Oglethorpe County**

Type	Amount
Single Family Housing	3,488
Multi-Family Housing	1,880
Total	5,368

Source: 2000, U.S. Census

11.1.3 Economic Activity

As identified by the Georgia Department of Labor (2002), Table 11-3 indicates for the County the number of businesses and number of employees for each sector identified by NAISC code.

**Table 11-3
Oglethorpe County Employment by NAICS Category**

OGLETHORPE COUNTY		
Industry	Number of Firms	Number of Employees
Goods Producing	73	464
Agriculture, forestry, & fishing	17	107
Mining	12	120
Construction	27	113
Manufacturing	17	124
Food Manufacturing	0	0
Beverage & tobacco mfg	0	0
Textile mills	0	0
Textile product mills	*	*
Apparel Manufacturing	*	*
Leather & allied product mfg		
Wood product Manufacturing	*	*
Paper Manufacturing	*	*
Printing and related activities	*	*
Petroleum and coal products mfg	0	0
Chemical Manufacturing	0	0
Plastics & rubber products mfg	0	0
Nonmetallic mineral product mfg	*	*

OGLETHORPE COUNTY		
Industry	Number of Firms	Number of Employees
Primary metal Manufacturing	0	0
Fabricated metal product mfg	4	18
Machinery Manufacturing	*	*
Computer & electronic product mfg	*	*
Electrical equipment/appliance	0	0
Transportation equipment	0	0
Furniture and related product mfg	*	*
Miscellaneous mfg industries	*	*
Service Producing	106	688
Wholesale trade	7	32
Retail trade	24	143
Transportation and warehousing	*	*
Utilities	*	*
Information	*	*
Finance and insurance	8	50
Real estate and rental and leasing	*	*
Professional, scientific/tech svcs	15	41
Management: companies/enterprises	0	0
Administrative and waste svcs	13	125
Educational services	*	*
Health care and social services	7	97
Arts, entertainment and recreation	0	0
Accommodation and food services	7	37
Other services (except government)	8	12
Unclassified - industry not assigned	*	*
Total - Private Sector	182	1,159
Total - Government	21	531
Federal government	4	16
State government	7	44
Local government	10	470

Source: 2002, Georgia Department of Labor

11.2 Waste Disposal Stream Analysis

11.2.1 Inventory of Waste Disposed

Oglethorpe County reports that 571 tons of solid waste was delivered to MSW landfills in FY 2003 and 1,314 tons was disposed of in construction and demolition landfills. EPD tonnage reports provided by DCA show similar tonnages. The tons of solid waste disposed in an MSW landfill translates to .24 pounds per person per day, significantly lower than the state average. It is assumed that much of the solid waste that is delivered to the Athens-Clarke County landfill from Oglethorpe County is identified as waste from Athens-Clarke County. Despite the fact that Oglethorpe County is permitted to use this landfill, many individuals and private haulers are unaware of this fact and think that they have to claim the waste is from Athens-Clarke County to use the landfill. In addition, many haulers bring in waste that they have collected from both Athens-Clarke County and Oglethorpe County but report that the load as an Athens-Clarke County load.

Table 11-4 shows the results of an analysis that breaks down the waste reportedly disposed from Oglethorpe County in MSW and C and D landfills, by sector. A telephone survey of landfills in the State of Georgia, conducted by R.W. Beck, Inc., suggests that of the waste delivered to MSW landfills, 66.6 percent is MSW (generated by the commercial or residential sector), 12.3 percent is construction and demolition debris, 14 percent is industrial, and 7.1 percent is sludge or biosolids. These percentages were allocated to the amount of waste disposed of in MSW landfills from Oglethorpe County and its municipalities.

Table 11-4
Waste Disposed by Sector (4Q 2002 through 3Q 2003)
Oglethorpe County

Sector	Tons to MSW Landfill	Tons to C&D Landfill	Total Tons
Residential	224		224
Commercial	156		156
Industrial	80		80
C&D	70	1,314	1,384
Sludge/Biosolids	41	N/A	41
TOTAL	571	1,314	1,885

To break down the MSW portion of the waste sent to MSW landfills by residential and commercial generators, preliminary results from the first season of sampling for the Georgia Department of Community Affairs (DCA) waste composition study were used. Results from 120 samples taken from three landfills in the State indicated that approximately 32 percent of the waste stream comes from commercial generators and 46 percent comes from residential generators. The remaining 22 percent was in

transfer trailers and thus the source was not identifiable. For purposes of this analysis, it is assumed that the waste in the transfer trailers has the same residential/commercial split as the rest of the MSW delivered to the MSW landfills.

11.2.1.1 Waste Characterization

Preliminary analysis of waste characterization from the DCA sampling study shows the percentage of each type of material in the commercial and residential waste disposed of in an MSW landfill, shown in Table 11-5. These results suggest that 63 percent of the residential and commercial waste disposed of in landfills sampled in Georgia is paper or organic material. Once the waste characterization study is complete, these percentages can be revised to be more specific to the northeast Georgia region.

**Table 11-5
Projected Characterization of MSW Disposed from Oglethorpe County¹**

Material	Average
Newspaper	4.9%
Corrugated Cardboard	9.6%
Office	2.5%
Magazine/Glossy	3.0%
Paperboard	3.9%
Mixed (Other Recyclable)	3.3%
Other (Non-recyclable)	10.0%
Total Paper	37.2%
#1 PET Bottles	1.7%
#2 HDPE Bottles	1.2%
#3-#7 Bottles	0.3%
Expanded Polystyrene	1.6%
Film Plastic	8.1%
Other Rigid Plastic	3.9%
Total Plastic	16.9%
Clear	2.0%
Green	0.5%
Amber	1.6%
Other	0.5%
Total Glass	4.6%

Section 11

Material	Average
Steel Cans	1.9%
Aluminum Cans	1.0%
Other Ferrous	2.9%
Other Non-Ferrous	0.8%
Total Metal	6.6%
Yard Waste	1.5%
Wood (non-C&D)	2.1%
Food Waste	11.9%
Textiles	3.8%
Diapers	2.7%
Fines	3.3%
Other Organics	0.8%
Total Organics	26.0%
Drywall	0.2%
Wood	3.1%
Inerts	0.2%
Carpet	1.4%
Other C&D	1.0%
Total C&D	5.9%
Televisions	0.1%
Computers	0.1%
Other Electronics	1.3%
Tires	0.3%
HHW	0.2%
Other Inorganics	0.9%
Total Inorganics	2.8%
Total	100.0%

¹ Based on sampling data from Georgia Waste Characterization, Fall 2003

11.2.1.2 Unique Conditions and/or Seasonal Variations

Oglethorpe County knows of no unique conditions or seasonal variations that will dramatically change the amount of waste projected.

11.2.1.3 Waste Generating Disasters

Without knowing the type and degree of an unanticipated disaster, Oglethorpe County can not project the amount or type of waste that would need to be managed from such an event. However, any additional yard trimmings that would need to be managed would be delivered to Athens-Clarke County to be ground with the County's tub grinder. Any additional MSW would be delivered to the Athens-Clarke County landfill with landfills in Barrow or Banks County serving as back-ups.

11.2.2 Projections of Waste to be Disposed

Table 11-6 shows waste projections based on the estimated per capita waste disposed in the most recent year for which data are available. In Oglethorpe County, approximately .14 tons were disposed of per capita per year, .04 tons per capita per year in the MSW landfills. If this per capita disposal rate were to remain the same, it is estimated that 2,407 tons per year would be disposed by the end of the planning period.

**Table 11-6
Waste Disposal Projections at Current Per Capita Disposal Rate
Oglethorpe County**

Estimated Per Capita Disposed	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Population	13,494	13,820	14,154	14,496	14,846	15,204	15,572	16,040	16,427	16,824
Tons	1,931	1,977	2,025	2,074	2,124	2,175	2,228	2,295	2,350	2,407

11.2.2.1 Per Capita MSW Disposal Reduction Goal

In 1991, since Oglethorpe County had no historic scale data, the Northeast Georgia Regional Solid Waste Management Plan assumed that the per capita disposal rate was equivalent to the estimated regional average (without Athens-Clarke County) of .79 tons per capita per year. If this base year tonnage and the tonnage of waste reported by the County are used, Oglethorpe County's per capita disposal rate would show a decline in waste of by 95 percent between 1991 and 2003. EPD's data showing 1,056 tons were disposed from fourth quarter 2002 through third quarter 2003 in MSW landfills still results in a disposal rate of .08 tons per capita per year. In reality, the per capita disposal rate is unlikely to be this low; however, these are the only data that are available to make these determinations.

11.3 Waste Reduction Element

11.3.1 Inventory of Waste Reduction Programs

This section provides detailed information on Oglethorpe County's existing waste reduction programs that target the residential, commercial/institutional, industrial, construction and demolition, and yard trimming sectors and waste streams.

11.3.1.1 Source Reduction Programs

Oglethorpe County uses an Educational Grant funded PR program to promote source reduction, reuse and recycling initiatives. Educational programs are described in more detail in Section 10.6.

11.3.1.2 Recycling

Oglethorpe County operates three drop-off centers plus a C&D drop-off center that are available to all County residents. These centers accept paper (newspaper, corrugated cardboard, office paper, magazines, telephone books, junk mail, etc.) and all containers (aluminum and steel cans, glass, plastic, and juice/milk cartons). Materials are shipped to the Athens-Clarke County RMPF. The C&D drop-off center also accepts and recycles white goods and metals free of charge.

The City of Lexington uses a private hauler to recycle glass and plastic containers. Tables 11-6 and 11-7 describe the recycling programs and facilities available to Oglethorpe County.

**Table 11-7
Recycling Programs in Planning Area (2003)**

Type of Program	Jurisdictions	Population Served	Operated by:	Materials Accepted	Tons Diverted (2003)
Drop-Off Center	Oglethorpe County	12,635	Oglethorpe County	Newspaper /Magazines/ Catalogs	126.56
				Corrugated Cardboard	N/A
				Telephone Books	N/A
				Aluminum Cans	N/A
				Steel Cans	N/A
				Glass Bottles	68.71
				Juice/Milk Cartons	N/A
				Plastic Bottles	N/A
Curbside Recycling	City of Lexington	100 HH	City of Lexington	Glass Bottles	N/A
				Plastic	N/A

Source: Oglethorpe Solid Waste Department

**Table 11-8
Recycling Facilities**

Facility Name	Facility Type	Owner/ Operator	Jurisdictions Served	Sectors Served	Materials Accepted	Tons Processed (2003)
Athens-Clarke County Materials Recycling Facility	RMPF	Athens-Clarke County/F CR	Oglethorpe County	Residential/ Commercial	Newspaper, magazines, catalogs, corrugated cardboard, telephone books, aluminum cans, steel cans, plastic, glass, juice/milk cartons	20

11.3.1.3 Yard Trimmings Programs and Facilities

Oglethorpe County does not collect yard trimmings or compostable materials. The City of Maxeys reports that it has many residents who compost and mulch leaves. Some residents also have compost bins for backyard composting of household waste. A very minimal quantity is transported to the landfill. Table 11-9 describes the yard trimmings diversion programs operating in the County.

**Table 11-9
Yard Trimmings Programs (2003)**

Program	Owner/Operator	Jurisdictions Served	Sector Served*	Materials Accepted	Final Disposition
Home composting educational program	Individual Residents	City of Maxeys	R	Vegetative food, yard trimmings	Residents make and use compost

11.3.1.4 Items Requiring Special Handling

The Oglethorpe County C&D landfill collects and recycles scrap metal, oil and white goods. Table 11-10 describes the programs in place to divert these materials from disposal.

**Table 11-10
Management of Special Materials**

Material	Targeted Sector(s)¹	Management Strategy	Final Disposition of Material(s)
Scrap Metal	R	Collected at County C&D landfill	Recycled
Motor Oil	R	Collected at County C&D landfill	Disposed at special materials landfills
White Goods	R	Collected at County C&D landfill	Recycled

¹ R= Residential, I=Industrial, C=Commercial, CD= C&D

11.3.2 Assessment of Waste Reduction Programs

The drop-off centers are available to all County residents and the County has an arrangement with Athens-Clarke County to accept these materials for recycling. Based on the information reported in the Waste Disposal Stream Analysis, results indicate that 63 percent of the waste disposed in Georgia landfills is paper or organic waste. Thus, the County might want to consider stepping up efforts to promote awareness of paper recycling at the drop-off centers and home composting, and possibly develop more programs to divert yard trimmings to increase diversion rates for these materials.

11.3.3 Needs and Goals

Based on the inventory and assessment, adequacy of current programs and other programmatic options, including costs, Oglethorpe County has developed the following waste reduction needs and goals:

- Ensure that the County continues to pursue the State’s 25% reduction in the amount of solid waste received at disposal facilities;
- Increase education and awareness of recycling programs and opportunities for paper and organic waste materials by having the County Code Enforcement Officer work with civic groups and schools; and
- Sustain waste reduction programs for the next 10 years.

11.4 Collection Element

11.4.1 Inventory of Existing Collection Programs

Oglethorpe County operates staffed convenience centers with green box drop off sites. The Cities contract directly with haulers for collection within their jurisdictions.

Crawford contracts with Georgia Waste for once per week curbside service and handicap pulls when needed. This contract is paid for partially through taxes and

partially by individuals. Georgia Waste picks up bagged household garbage. Commercial customers may use the City service or they have the option of using a dumpster which they can contract a hauler for on their own.

Lexington also uses Georgia Waste for once per week pick up. The City has a contract with the Georgia Waste paid from general tax revenues

Maxeys uses Ogle Enterprises, a local hauler for residential curbside pick up. Service is voluntary and fee based by the hauler. Citizens who elect not to use the contracted hauler can use the County green bag program. A list of the haulers operating in the County and a description of the collection programs are described in Tables 11-11 and 11-12.

**Table 11-11
Haulers Operating in Planning Area**

Hauler Name	Hauler Address	Sector Served ¹	Jurisdiction(s) Served	Arrangement ²
Georgia Waste	4999 Bold Springs-Monroe, GA-20656	R, C	Lexington	Operates under permit from the City paid from tax revenues.
Georgia Waste	4999 Bold Springs-Monroe, GA-20656	R, C	Crawford	Operates under permit from the Cities and contracts directly with residential customers.
Ogle Enterprises	Arnoldsville, GA	R	Maxeys plus others	Operates under permit from the Cities and contracts directly with residential customers.
F04 Waste Disposal	Arnoldsville, GA	R,C	Various	Contracts directly with customers.

¹ R= Residential, I=Institutional, C= Commercial, CD= C&D

² i.e., contract with local government, franchise agreement with local government, independent contract with generators, etc.

Source: Oglethorpe County Solid Waste Department

**Table 11-12
Inventory of Collection Programs**

Type	Collector	Program Description	Jurisdictions Served	Sectors Served¹	Contractual Arrangements
Drop-off Collection	Oglethorpe County	Staffed convenience centers and green box drop off programs	Oglethorpe County	R	County hauls to Athens-Clarke County
Curbside Collection	Georgia Waste	Weekly curbside collection of garbage	Crawford	R, C	Contracts directly with residential customers.
Curbside Collection	Georgia Waste	Weekly curbside collection of garbage and recyclables	Lexington	R, C	Operates under permit from the City.
Curbside Collection	Ogle Enterprises	Weekly collection of garbage	Maxeys	R	Operates under permit from the Cities and contracts directly with residential customers.
Commercial Collection	Private Hauler	Negotiated by Business	Crawford	C	Entities arrange for collection with hauler of choice.
Commercial Collection	Private Hauler	Negotiated by Business	Lexington	C	Tax paid.

11.4.1.1 Contingency Strategy

In the event of an emergency or natural disaster, Oglethorpe County would contract with a private hauler to transport waste to the Athens-Clarke County landfill. The County estimates that it would take approximately two to three days to put a contingency plan in place.

11.4.2 Assessment of Collection Programs

Collection programs for solid waste are sufficient to meet existing community needs. The more populated areas have at the source collection and the convenience centers are available for all citizens. As the population grows, the County will continue to review what is needed to serve community needs, developing systems for at-the-source collection as needed. The County will also move away from the green box sites and towards a full system of staffed convenience centers.

11.4.3 Inventory of Illegal Dumping/Littering

Oglethorpe County has a moderate problem with illegal dumping with cases averaging about 15 per month. Offenders are issued a citation by the County Code Enforcement Officer.

11.4.4 Assessment of Programs to Address Illegal Disposal

Oglethorpe County relies on public information programs and aggressive code enforcement to keep illegal dumping to a minimum. Given that illegal dumping is still a moderate problem, the County will continue its public education efforts to increase awareness about the problem and the penalties.

11.4.5 Needs and Goals

Oglethorpe County's goal for collection is to ensure efficient and effective collection of solid waste in the region over the next ten years.

11.5 Disposal Element

11.5.1 Inventory of Solid Waste Disposal Facilities

Oglethorpe County owns and operates a construction and demolition debris landfill (permit number 109-002D (SL)) located on US-78 that has an estimated remaining life of 11 years. There is one inert landfill that has been issued a permit-by-rule in the County. The Terry K. Pahl inert landfill (Permit No.109-06IL) is located on highway 78, three miles west of Crawford.

Private haulers operating in the County contract individually to transport waste to the landfill of their choice. Much of it is transported to the Athens-Clarke landfill and the Chamber's R&B landfill.

Table 11-13 shows where waste from Oglethorpe County is likely to be disposed during the planning period based on where waste went in the past and the estimated capacity of landfills in the region.

**Table 11-13
Inventory of Disposal Facilities and Thermal Treatment Technologies to be Used During
the Planning Period (2004 - 2013)**

Facility Name	Jurisdiction(s) Using Facility	Physical Address	Owner/ Operator	Facility Type	Types of Waste Accepted	Year Expected to Reach Capacity
Clarke County-Athens Dunlap Road	Oglethorpe County	US 78 4.5 MI E Athens	Athens-Clarke County	MSWL	MSW	7/29/2016

Section 11

Facility Name	Jurisdiction(s) Using Facility	Physical Address	Owner/ Operator	Facility Type	Types of Waste Accepted	Year Expected to Reach Capacity
BFI Richland Creek Rd Landfill Gwinnett County	Oconee County	Off Richland Crk Rd NW of Buford	BFI	MSWL	MSW	1/29/2021
BFI Hickory Ridge Landfill DeKalb County	Oconee County	I-285 & Moreland Ave Atlanta, GA	BFI	MSWL	MSW	6/29/2005
Cherokee County Pine Bluff Landfill	Oconee County	US 78 4.5 Mi E Athens	Athens-Clarke County	MSWL	MSW	1/1/2059
Oak Grove Landfill	Oconee County	E Cherokee Dr Between SRRr5 & SRr20 Canton, GA	USA Waste, Inc.	MSWL	MSW	11/1/2008
Banks County R&B Chambers Landfill	Oconee County	Off SR 324 3 mi SW of Winder	Republic Waste	MSWL	MSW	5/21/2040
Oglethorpe Co-US 78 C/D Landfill	Oconee County	US 78 one mile from Crawford	Oglethorpe County	C&D	C&D	2014

11.5.1.1 Assurance of 10-Year Capacity

Oglethorpe County has an agreement with Athens-Clarke County for the disposal of Oglethorpe's municipal solid waste at the Athens-Clarke County landfill. The agreement has no termination date and will remain in effect until such time as either of the counties takes action to terminate it.

Oglethorpe County also a letter of disposal capacity assurance from the Unified Government of Athens-Clarke County documenting that the landfill has adequate disposal capacity until 2016, well beyond the range of the planning period. This letter is included at the end of this Section. Table 11-14 indicates the County's intention to use its landfill for C&D waste and the Athens-Clarke County landfill for MSW.

**Table 11-14
Disposal Capacity Assurance Summary (2004-2013)**

Oglethorpe County	Year 1 (2004)	Year 2 (2005)	Year 3 (2006)	Year 4 (2007)	Year 5 (2008)	Year 6 (2009)	Year 7 (2010)	Year 8 (2011)	Year 9 (2012)	Year 10 (2013)
Amount of Waste	1,931	1,977	2,025	2,074	2,124	2,175	2,228	2,295	2,350	2,407
Amount to Athens-Clarke County landfill ¹	584.79	598.91	613.38	628.19	643.37	658.90	674.82	695.12	711.90	729.10
Amount to Oglethorpe County C&D	1345.74	1378.24	1411.52	1445.61	1480.53	1516.29	1552.91	1599.62	1638.25	1677.82

¹ Assumes that all waste from the County is delivered to Athens-Clarke County landfill. Private haulers contracting directly with generators may deliver this waste to other landfills.

11.5.1.2 Contingency Strategy

In the event of an emergency or natural disaster that prevented Oglethorpe County from being able to dispose their solid waste at the Athens-Clarke County landfill, the County would contract immediately with another privately-owned landfill for interim disposal. A contingency plan should be implemented within one to two days.

11.5.2 Assessment of Disposal

Oglethorpe County's current disposal practices should be adequate for the ten-year planning period. The County has an indefinite agreement with Athens-Clarke County for the disposal of MSW and a letter of disposal capacity assurance from the landfill guaranteeing disposal capacity until 2016 which is well beyond the 10-year planning period.

11.5.3 Statement of Needs and Goals

Oglethorpe County's goal is to ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.

11.6 Education and Public Involvement Element

11.6.1 Inventory of Public Education and Involvement

Oglethorpe County has an ongoing Enforcement and Education Grant that handles all PR work. Table 11-17 describes the public education and involvement activities in the County.

Table 11-15
Existing Environmental Education Initiatives

Program/Activity	Jurisdictions Covered	Operated by	Target Audience	Number of Participants per Year	Description of Impact
Public Education	Oglethorpe County	Code Enforcement	Schools, civic groups	500-1000	Raises awareness of environmental issues

11.6.2 Assessment of Public Education and Involvement

Oglethorpe County may need to find other source of funding for its public education and enforcement program if the state grant funds become unavailable for this purpose.

11.6.3 Statement of Needs and Goals

Oglethorpe County's goal with regard to public education and involvement is to ensure that residents and businesses in the County understand the issues, needs, and goals of the solid waste management system.

11.7 Land Limitation Element

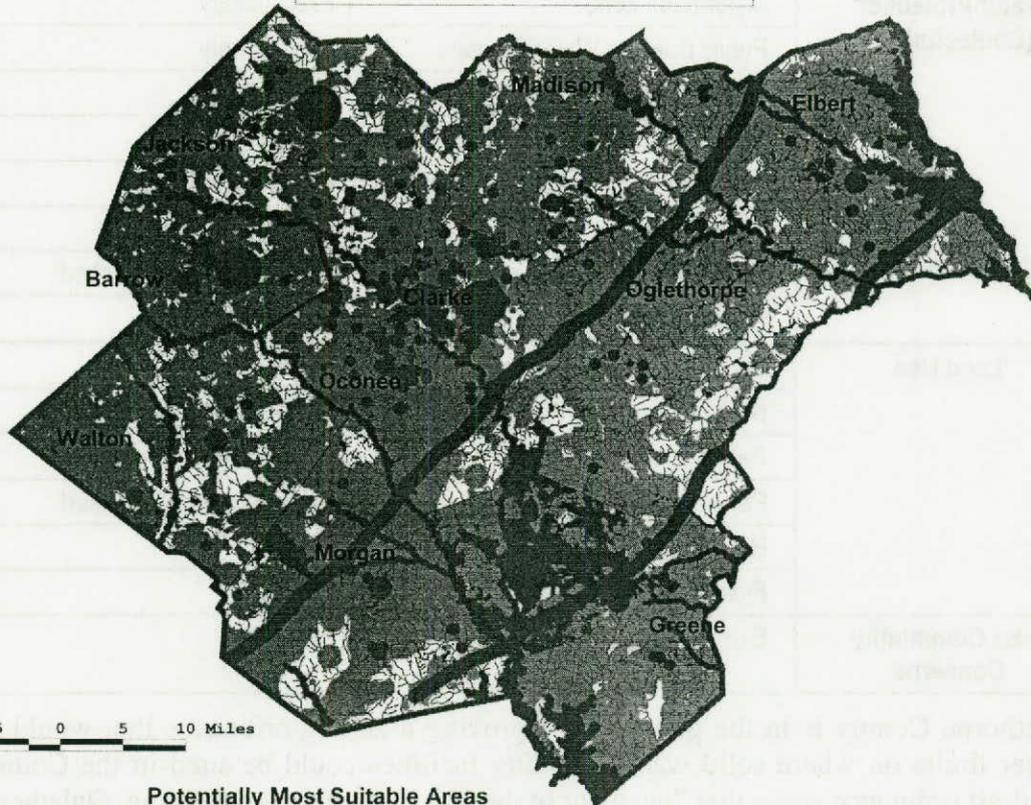
11.7.1 Inventory of Land Areas

In 1997, the Northeast Georgia Solid Waste Management Authority conducted a regional landfill site suitability study. As part of this study, the ten counties developed siting criteria and screened all land within the ten-county area to determine the suitability of all sites for landfill development.

Figure 11-1 shows a map of the ten-county region with areas shaded that are considered unsuitable and of limited suitability for a solid waste disposal facility. These determinations were made based on water protection and land use criteria and host community concerns established by the Northeast Georgia Regional Solid Waste Management Authority. Table 11-16 identifies the criteria and whether the presence of these factors excluded a site altogether or lowered the ranking of the site for landfill suitability.

1997 Update

Composite Map
Landfill Suitability



Potentially Most Suitable Areas

County Name	Low Score	High Score	% of County Area
Barrow	17	23	14
Clarke	20	38	16
Elbert	16	24	14
Greene	16	20	12
Jackson	16	32	28
Madison	12	28	24
Morgan	20	30	24
Oconee	24	32	11
Oglethorpe	14	22	25
Walton	12	30	25

Levels of Suitability

- Potentially Most Suitable
- Limited Suitability
- Unsuitable (Excluded)

Date: 9/25/97



NORTHEAST GEORGIA
Regional Solid Waste Management Authority

Figure 11-1

**Table 11-16
Regional Landfill Suitability Criteria**

	Criteria	Type
Water Protection (Geotechnical)	Major Fault Zone	Exclusionary
	Public Drinking Water Sources	Exclusionary
	Hydrologically Sensitive Area	Ranked
	Private Drinking Water Wells	Ranked
	Lakes, Rivers, and Creeks	Exclusionary
	Floodplains	Exclusionary
	Wetlands	Exclusionary and Ranked
	Steep Areas	Exclusionary
Land Use	Airports	Exclusionary
	Nonparticipating County Borders	Exclusionary
	Public Lands and Parks	Exclusionary
	Population Density	Exclusionary and Ranked
	Historic and Key Archaeological Sites	Ranked
	Biological/Rare Element Sites	Ranked
Host Community Concerns	Existing Pollution Sources	Ranked

Oglethorpe County is in the process of approving a zoning ordinance that would set further limits on where solid waste handling facilities could be sited in the County. The draft ordinance states that “pursuant to the law of the State of Georgia, Oglethorpe County has adopted a Comprehensive Solid Waste Plan that includes limitations on the siting of solid waste facilities based on environmental and land use factors”.

11.7.2 Procedures for Siting Solid Waste Facilities

Any entity requesting a renewal or issuance of a solid waste handling permit from EPD must demonstrate that the facility or facility expansion is consistent with the local government’s solid waste management plan. The County will use the following criteria to determine whether the issuance of the requested permit is consistent with the Solid Waste Management Plan.

- Determine whether the proposed facility or facility expansion is sited in an area deemed unsuitable according to one of the criteria list above (in groundwater recharge area; located within two miles of a municipal water supply; on soils poorly suited for development; on slopes of greater than 25 percent; presence of major highways, roads, and airports; on urban or built up lands; water bodies or wetlands; or on federal, state, or public lands).
- Determine whether the proposed facility or facility expansion is sited in a location that is consistent with local zoning ordinances.

- Determine whether the proposed facility or facility expansion negatively impacts other natural or cultural resources of the County.
- Determine whether the proposed facility or facility expansion negatively impacts the current solid waste management infrastructure of the County;
- Determine whether the proposed facility or facility expansion negatively impacts collection capability and disposal capacity identified in the Plan.
- Determine whether the proposed facility or facility expansion negatively impacts the County's ability to contribute to the State's 25 percent waste reduction goal.
- Determine whether the proposed facility or facility expansion negatively impacts the financial viability of the County's solid waste management system.

No proposed facility or facility expansion will be sited in the County without a letter from the County Commission stating that the facility is consistent with the Solid Waste Management Plan. The County Commission will hold at least one public hearing to gather input to make this determination.

11.7.3 Assessment of Land Limitation

Approximately 75 percent of the land area in Ogelthorpe County is considered unsuitable or of limited suitability for siting a landfill.

The procedure described above, once put into place, will help ensure that facilities sited in the County are consistent with this Plan.

11.7.4 Needs and Goals

The County's goal with regard to land limitation is to ensure that proposed solid waste handling facilities are compatible with surrounding areas, are placed in areas suitable for such developments, and are consistent with the Solid Waste Management Plan.

11.8 Implementation Strategies

11.8.1 Summary of County Needs and Goals

Oglethorpe County has established the following needs and goals as part of its Solid Waste Management Plan:

- To ensure efficient and effective collection of solid waste in the County over the next ten years.
- To contribute to the statewide goal of 25 percent per capita reduction in the amount of solid waste disposed of in 1992.
- To ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.

Section 11

- To ensure that residents and businesses in the region understand the issues, needs, and goals of the solid waste
- To ensure that proposed solid waste handling facilities are compatible with surrounding areas, are placed in areas suitable for such developments, and are consistent with the Solid Waste Management Plan.
- To achieve a balanced and affordable solid waste management plan implementation strategy, while also meeting the goals and requirements of state law.

11.8.2 Statement/Demonstration of 10-Year Collection Capability

Collection programs for solid waste are sufficient to meet existing community needs. The more populated areas have curbside collection and the convenience centers are available for all citizens. As the population grows, the County will continue to review what is needed to serve community needs, developing systems for at-the-source collection as needed. The County has moved away from the green box sites and toward a full system of staffed convenience centers.

11.8.3 Statement/Demonstration of 10-Year Disposal Capacity

Oglethorpe County's current disposal practices should be adequate for the ten-year planning period. The County has an indefinite agreement with Athens-Clarke County for the disposal of MSW and a letter of disposal capacity assurance from the landfill guaranteeing disposal capacity until 2016 which is well beyond the 10-year planning period.

11.8.4 Short Term Work Program (5-Year List of Programs/Work Activities)

Table 11-17 indicates the five year implementation strategy to meet the County's needs and goals, by element.

Table 11-17
 Northeast Georgia
 Solid Waste Management Plan Short-Term Work Program
 2004 – 2008
 Oglethorpe County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
AMOUNT OF WASTE ELEMENT								
<i>Goal: To determine the amount and composition of solid waste generated in the region in order to establish a sound information base upon which to make management decisions and determine if state and local goals are met.</i>								
1. The County will use EPD's disposal capacity reports and DCA's waste characterization data to quantify the amount and type of waste disposed in the County.	x	x				County		
COLLECTION ELEMENT								
<i>Goal: To ensure efficient and effective collection of solid waste in the region over the next ten years.</i>								
1. County will operate staffed convenience centers.	x	x	x	x	x	County	\$10K/site/yr	Solid Waste Fund
2. City of Lexington will continue to contract with a private firm for the collection of residential solid waste.	x	x	x	x	x	City of Lexington/ Private Firm	N/A	N/A
3. City of Crawford will continue to contract service for collection of residential and commercial solid waste.	x	x	x	x	x	City of Crawford	\$14,400	Gen tax revenue
4. City of Maxeys will to offer curbside collection for its residents on a voluntary basis through a private hauler.	x	x	x	x	x	City of Maxeys		Fee paid directly to hauler

Table 11-17
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 – 2008
Oglethorpe County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
WASTE REDUCTION ELEMENT								
<i>Goal: To ensure a 25 percent reduction by 1996 in the amount of solid waste disposed of in the region Landfill and to sustain waste reduction programs for the next 10 years.</i>								
1. Oglethorpe County will operate staffed drop-off sites for recyclables and send recovered materials to the Athens-Clarke County RMPF.	x	x	x	x	x	Oglethorpe County	\$10K/year/ site	Solid Waste Fund
2. The City of Lexington will continue to use a private hauler to collect glass and plastic at curbside.	x	x	x	x	x	City of Lexington/ Private Firm	N/A	N/A
3. County and municipalities will encourage commercial recycling programs.	x					County/ Municipalities	\$5K/year	Solid Waste Fund
DISPOSAL ELEMENT								
<i>Goal: To ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.</i>								
1. Oglethorpe County will continue to own and operate a C&D landfill.	x	x	x	x	x	Oglethorpe County/ Municipalities	N/A	N/A
2. Private haulers will continue to deliver MSW to landfills of their choice, however, a capacity assurance agreement with Athens-Clarke County will remain in force.								

Table 11-17
 Northeast Georgia
 Solid Waste Management Plan Short-Term Work Program
 2004 – 2008
 Oglethorpe County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
3. County will promote education and enforcement programs concerning illegal dumping as long as state grants remain in place to support.	x	x	x	x	x	County	\$10K/year	Solid Waste Fund/Donations
PUBLIC EDUCATION AND INVOLVEMENT ELEMENT								
<i>Goal: To ensure that residents and businesses in the region understand the issues, needs, and goals of the solid waste management system.</i>								
1. Municipalities will work with the County for coordination of public education activities.	x	x	x	x	x	Cities/County	N/A	N/A
2. The County's Code Enforcement Department will continue to work with civic groups and schools to awareness of environmental issues.	x	x	x	x	x	County	N/A	N/A
LAND LIMITATION ELEMENT								
<i>Goal: To ensure that proposed solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable for such developments.</i>								
1. County will ensure sufficient land use controls are in place.	x	x	x	x	x	County	---	---
2. County will review all permit requests for new solid waste handling facilities or expansions for consistency with SWMP.	x	x	x	x	x	County, NEGRSWMA	---	---

LETTER OF PARTICIPATION

A large, empty rectangular box with a thin black border, intended for the content of the letter of participation.



OGLETHORPE COUNTY

ROBERT C. JOHNSON, CHAIRMAN

BOARD OF COMMISSIONERS
P. O. BOX 261 • (706) 743-5270
LEXINGTON, GEORGIA 30648
FAX (706) 743-8371

COMMISSIONERS
BOBBY R. ARNOLD
DOUGLAS W. BOWER
DAVID R. CLARK
T.Y. HARRIS
MARILYN A. STONE

SHEILA C. ARNOLD, CLERK

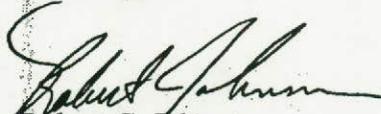
January 12, 2004

Kathy Botticello
R. W. Beck
800 N. Magnolia Ave.
Suite 300
Orlando, FL 32803

Dear Ms. Botticello:

This is to confirm that Oglethorpe County is participating in the multi-jurisdictional planning headed up by the Northeast Regional Solid Waste Authority.

Sincerely,



Robert C. Johnson
Chairman

RCJ/sa

CAPACITY ASSURANCE

R·W·BECK



September 1, 2004

Robert Johnson, Chairman
 Oglethorpe County Board of Commissioners
 P.O. Box 261
 Lexington, Georgia 30648

Chairman Johnson:

This letter serves as a disposal capacity assurance for waste generated by Oglethorpe County from 2004 to 2013. The Georgia EPD permit number for this facility is 029-012D(SL). This assurance is based upon Oglethorpe County and the municipalities of Lexington, Crawford, Arnoldsville, and Maxeys disposing of approximately 600 tons of waste at this facility on an annual basis.

If you should have any questions or comments, please call me at (706)613-3508.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Bradley Rickard'.

C. Bradley Rickard, P.G.
 Landfill Superintendent

SOLID WASTE

P.O. Box 1868 • Athens, Georgia 30603 • (706) 613-3501



STATE OF GEORGIA

COUNTY OF CLARKE

CONTRACT FOR USE OF LANDFILL

THIS CONTRACT, made and entered into this 5th day of August, 1992 between THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA, a body corporate and politic and a political subdivision of the State of Georgia, hereafter called "Athens-Clarke County", and THE BOARD OF COMMISSIONERS OF OGLETHORPE COUNTY, GEORGIA, a political subdivision of the State of Georgia, hereafter referred to as "Oglethorpe County",

W I T N E S S E T H :

WHEREAS, Athens-Clarke County is the owner of land in Oglethorpe County which is adjacent to the existing Athens-Clarke County Landfill, and

WHEREAS, Oglethorpe County is approaching full capacity at its current landfill, and

WHEREAS, Athens-Clarke County and Oglethorpe County agree to develop the land in Oglethorpe County presently owned by Athens-Clarke County for landfill purposes, as shown on Exhibit "B" and designated as Parcel C of the Potentiometric Map (revised dated 4/3/92) of the EPD approved Site Suitability Study, and

WHEREAS, Oglethorpe County is attempting to obtain approval for its current landfill to be used for inert materials and construction/demolition debris for the joint use of Athens-Clarke County and Oglethorpe County, and

WHEREAS, Athens-Clarke County and Oglethorpe County desire to develop a strategy that addresses the short term, interim and long term landfill, recycling, and all other waste management needs of both counties; and

WHEREAS, both counties realize that the first step in addressing this strategy is to enter into a contract regarding the use of the present Athens-Clarke County Landfill for solid wastes and the possible use of the Oglethorpe County landfill for inert material and construction/demolition debris,

NOW THEREFORE, for and in consideration of the mutual promises and benefits set out below, it is agreed between the parties as follows:

1. TIPPING FEES

a. Athens-Clarke County and Oglethorpe County shall pay the published tipping fee for use of the Athens-Clarke County Landfill as recorded at the Athens-Clarke County Landfill, and as approved by the Athens-Clarke County Commission.

b. Athens-Clarke County and Oglethorpe County shall pay the published tipping fee for use of the Oglethorpe County Landfill for inert wastes and construction/demolition wastes, as recorded at the Oglethorpe County Landfill, and as approved by the Oglethorpe County Board of Commissioners.

c. Fees are to be reviewed annually and, as appropriate, updated. The annual review of fees should consider cost elements similar to those evaluated in the "Landfill Tipping Fee Analysis" attached hereto as "Exhibit A".

d. Athens-Clarke County agrees to defer all fees, with no interest, incurred by Oglethorpe County for a period of six (6) months from the date Oglethorpe County begins to dispose solid wastes in the Athens-Clarke County Landfill. This deferment is based on the recognition that Oglethorpe County shall have significant start-up expenses in connection with this contract. The first payment on this deferred amount shall be due at the end of the twelfth (12th) month after solid waste is placed in land located in Oglethorpe County and owned by Athens-Clarke County or on January 1, 1995, whichever date is later. Payment of this deferment shall be made on a monthly basis, in an amount equal to five percent (5%) of the total deferred fees, until the deferred amount is paid in full.

e. Each party shall be billed at the end of every month with the fees being due and payable by the last day of the following month. If said fees are not received by the Athens-Clarke County Finance Department, or the Oglethorpe County Commission, by the due date, a 10% penalty on any balance due shall be assessed. If all past due amounts are not received within ninety (90) days of the date of billing, the government responsible for the operation of the respective landfill shall not accept any solid wastes or inert and/or construction/demolition wastes for disposal until the amounts are paid in full by the owing party, and/or shall take appropriate action to collect amounts owed.

f. Changes in Tipping Fees shall be reviewed by the Joint Solid Waste Coordinating Committee, as outlined in Section 14 of this document, prior to implementation by either government.

2. HOST FEES

a. The "host county" shall be that County in which the landfill property, currently receiving solid wastes for disposal, is located. The "non-host county" shall be that County which is depositing wastes within the boundaries of the host county.

b. The host county shall receive a one dollar (\$1.00) per ton host fee, from the approved and published tipping fee, on the total waste weight/volume entering the Athens-Clarke County Landfill. The weight/volume totals are to be accumulated monthly with a copy being available to either county upon request. Said host fee shall increase at the rate of five (5) cents for every one (1) dollar, or part thereof, increase in the tipping fee (exclusive of host fee). For the purpose of future calculations, the initial tipping fee for the Athens-Clarke County Landfill is established at \$11.00 per ton. Any host fee charged by Oglethorpe County for the inert and/or construction/demolition landfill shall not exceed, on a percentage basis (host fee divided by tipping fee), that charged at the landfill operated by Athens-Clarke County for municipal solid waste.

c. The host fee for the preceding month shall be due and payable by the last business day of the following month. If said fees are not received by the Athens-Clarke County Finance Department, or the Oglethorpe County Commission, by the due date, a 10% penalty on any balance due shall be assessed. If all past due amounts are not received within ninety (90) days of the date of billing, the government responsible for the operation of the respective landfill shall not accept any solid wastes or inert

and/or construction/demolition wastes for disposal until the amounts are paid in full by the owing party, and/or shall take appropriate action to collect amounts owed.

3. TERM OF CONTRACT

a. This contract shall begin on the date of execution of this contract by both parties and shall remain in effect until such time as the existing Athens-Clarke County Landfill is no longer in operation, unless terminated by the action of either Athens-Clarke County or Oglethorpe County, as specified in Section 16.

b. The non-host county shall give thirty (30) days' written notice to the host county of its intent to begin disposing wastes in their respective landfills.

4. WASTE TRANSPORTATION

Each party shall be responsible for providing its own waste transportation to the Athens-Clarke County Landfill or the Oglethorpe County Landfill.

5. COMPLIANCE WITH ORDINANCES

Both parties agree that they will comply with all present and future Athens-Clarke County Ordinances, policies and regulations regarding the use and operation of the Athens-Clarke County Landfill and all present and future Oglethorpe County Ordinances, policies and regulations regarding the use and operation of the Oglethorpe County Landfill. Both parties shall have prior notification and opportunity for input on any proposed changes or

revisions to these ordinances and/or policies before said changes or revisions are implemented as provided in Section 14. Athens-Clarke County agrees to amend its present Landfill Ordinance to prohibit the disposal of inert wastes (with the exception of yard trimmings) and construction/demolition wastes in the Athens-Clarke County Landfill when the Oglethorpe County Landfill becomes permitted as an inert wastes and construction/demolition wastes landfill.

6. PERMIT REQUIREMENTS

Athens-Clarke County shall be responsible for all regulations regarding the management of the Athens-Clarke County Landfill that are required under any Georgia Department of Natural Resources - Environmental Protection Division (EPD) permit(s). Oglethorpe County shall be responsible for all regulations regarding the management of the Oglethorpe County Landfill that are required under any EPD permit(s).

7. ORIGIN OF WASTE

The host county agrees to accept solid waste generated within the boundaries of the non-host county. Anyone depositing waste in either landfill under this paragraph shall comply with all present and future ordinances, policies and regulations regarding the use and operation of said landfill.

8. RESTRICTIONS ON USE OF BOTH LANDFILLS

Both parties agree to prohibit the placement of solid waste,

inert materials, or construction/demolition debris originating outside the geographical limits of Athens-Clarke County and Oglethorpe County within either of the current landfill areas. Any and all exceptions to this restriction must be approved, in writing, by both the Athens-Clarke County and Oglethorpe County Commissions.

9. USE OF LAND IN OGLETHORPE COUNTY

It is specifically agreed by the parties that expansion of the existing Athens-Clarke County Municipal Solid Waste Landfill shall be limited to the areas designated as Parcels B & C on the Potentiometric Map (revised dated 4/3/91) of the EPD approved Site Suitability Study and attached hereto as Exhibit B.

Should Oglethorpe County decide for any reason to terminate this contract, it agrees that Athens-Clarke County shall be allowed continued use of Parcel C, as more particularly described on the Potentiometric Map referenced above, for landfill purposes without any recourse or interference from Oglethorpe County.

10. DIVISION OF FEES

a. Recycling elements of the tipping fee structure, similar to that element identified as "recycling" in Exhibit A, shall be distributed each month to the respective counties based on their pro-rata share of the monthly usage at the landfill including any such fee element in the tipping fee structure. Each county's percentage, of this element of the tipping fee, during any year will be determined by multiplying the estimated population for the

element of the landfill tipping fee, will be based on the estimated population for the county, for each of the calendar years in which fees were paid, times the annual average per capita tons of solid waste generated by each county's population during that calendar year divided by the total number of tons of solid waste placed in the landfill during that calendar year. The total payment to each county shall be the sum of the yearly contributions of each county plus accrued interest, as calculated using the above defined method, during the life of this contract.

The annual, or most recent, population estimates of the U.S. Bureau of Census (Series P-26) will be used for each year's calculation, unless an alternate method is agreed to by the Joint Solid Waste Coordinating Committee. Further, for the purpose of calculating this fee, the annual average per capita generation of solid waste for Oglethorpe County will be no less than 0.6388 tons (3.5 pounds per capita per day).

c. The future site development element of the landfill tipping fees shall be maintained separately in a manner to be determined by the Joint Solid Waste Coordinating Committee. The division of the account on termination of this agreement shall be governed by this contract.

d. All other elements of the tipping fees, unless jointly agreed at some future time, shall be retained by the operating jurisdiction.

11. RECYCLING AND WASTE REDUCTION

Both parties agree that they will engage in developing

county, for the calendar year prior to the calendar year in which the fees are being paid, times the annual average per capita tons of solid waste generated by each county's population during the previous calendar year divided by the total number of tons of solid waste placed in the landfill during the previous calendar year (see Exhibit "D"). The annual, or most recent, population estimates of the U.S. Bureau of Census (Series P-26) will be used for each year's calculation, unless an alternate method is agreed to by the Joint Solid Waste Coordinating Committee. The recycling fees distribution percentages shall be recalculated each year upon the availability of the above noted census estimates, but by not later than July 1 of each year, and shall remain in effect for the next twelve (12) months or until next calculated. Further, for the purpose of calculating this fee, the annual average per capita generation of solid waste for Oglethorpe County will not be less than 0.6388 tons (3.5 pounds per capita per day).

These fees shall be paid within the month following the month in which the fees are collected.

b. Should either party desire to terminate this contract, the monies collected, from the future site development element of the landfill tipping fees, similar to that defined as "future site development cost" in Exhibit A, will be distributed to the respective counties based on their pro-rata share of the landfill usage during the life of this contract. Upon termination of this contract, as provided for in Section 16, such funds shall be distributed to each county within ninety (90) days of their written request for such funds. Each county's yearly percentage, of this

recycling and waste reduction strategies in their respective counties in order to achieve the solid waste reduction goal outlined in the Georgia Solid Waste Management Act of 1990.

12. CLOSURE

Both parties agree that each party shall be responsible for closure of their respective landfills.

13. POST CLOSURE USE

a. After closure of the portion of the Athens-Clarke County Landfill located in Oglethorpe County, the land will be developed in accordance with a plan that is mutually acceptable to both counties.

b. The utilization and funding for said project shall be negotiated at the time of development of the use plan.

14. JOINT SOLID WASTE COORDINATING COMMITTEE

a. Both parties agree that a Joint Solid Waste Coordinating Committee shall be established consisting of three (3) appointments from each county. This committee shall meet on a regularly scheduled basis as mutually agreed upon by the members, or as called by the Chairman/Chief Elected Officer of either County.

b. The members of the Committee shall elect a Chairman from its members who shall serve for a term of one (1) year. The chairmanship shall alternate yearly between the two counties. The Chairman shall be a voting member of the Committee.

c. The purpose of this Committee shall be to keep each

county informed of any developments on solid waste management at a local, state and national level, to discuss any changes in fees, policies, regulations and ordinances at both landfills, to attempt to resolve any problems or disputes that may arise between the parties, and to develop strategies for the further implementation of the intent of this agreement relative to joint long range solid waste management programs.

15. MEDIATION

Should a dispute arise between the parties that cannot be resolved through the Joint Solid Waste Coordinating Committee or by the governing bodies, both parties agree that as an alternative to a court proceeding, non-binding mediation shall be utilized prior to any lawsuit being filed. This mediation shall be governed according to the rules and regulations promulgated in the Georgia Planning Act of 1989 as a part of the Growth Strategies law, a copy of which is attached hereto as "Exhibit C".

16. TERMINATION OF CONTRACT

a. This contract shall be valid for the duration of the life of the Athens-Clarke County Landfill, or the Oglethorpe County Construction/Demolition Landfill, whichever date is later, unless sooner terminated. Should either party desire for any reason to terminate this contract, that party shall give the other party a minimum thirty-six (36) months' written notice of its intent to terminate.

b. All outstanding debts owed by either party to the other

shall be paid as of the date of termination.

17. CHANGES TO THE CONTRACT

This contract contains the entire understanding between the parties and there shall be no changes to this contract unless agreed to in writing by both governing bodies. This Contract may be renegotiated if there is a substantial change in the status or usability of the Athens-Clarke County Landfill or the Oglethorpe County Landfill.

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

**THE UNIFIED GOVERNMENT OF
ATHENS-CLARKE COUNTY, GEORGIA**

BY: *Dwight O'Leary*
CHIEF ELECTED OFFICER

ATTEST: *Gregory Spallin*
CLERK OF COMMISSION

OGLETHORPE COUNTY, GEORGIA

BY: *W.A. Bryant*
CHAIRMAN

ATTEST: *Rudney M. Paul*
CLERK OF COMMISSION

EXHIBIT D

EXAMPLE FEE CALCULATIONS

PER TON HOST FEE CALCULATION FOR 1994 (EXAMPLE)

Assumptions:

1. Initial Tipping Fee (Exclusive of Host Fee) = \$11.00/ton (See Exhibit A)
2. Projected FY 1994 Tipping Fee (Exclusive of Host Fee) = \$27.50/ton (See Exhibit A)

Host Fee Calculation:

$$(\$27.50/\text{ton} - \$11.00/\text{ton}) \times 0.05 + \$1.00/\text{ton} = \$1.83/\text{ton}$$

TOTAL TIPPING FEE CALCULATION FOR 1994 (EXAMPLE)

Assumptions:

1. Projected FY 1994 Tipping Fee (Exclusive of Host Fee) = \$27.47/ton (See Exhibit A, actual cost)
2. Projected 1994 Host Fee = \$1.83/ton (See above calculations)

Total Tipping Fee Calculation:

$$\$27.47/\text{ton} \text{ (See assumption \#1)} + \$1.83/\text{ton} \text{ (See host fee calculation)} = \$29.30 . \text{ Set Tipping Fee at } \$29.50/\text{ton}$$

RECYCLING FEE DISTRIBUTION CALCULATION FOR 1994 (EXAMPLE)

Assumptions:

1. Calculations based on fees etc. shown for 1994 of Exhibit A and solid waste generation rates produce in 1993 and calculated for payment in calendar year 1994.
2. 1993 population estimates for Oglethorpe and Clarke Counties, based on population growth rates of 1.5% per year for each county and the 1990 census populations, are 10,209 and 91,597, respectively.

Solid waste tonnage by county for calendar year 1993:

Oglethorpe County = 3.5 lbs/capita/day = annual average per capita value of 1,278 lbs or 0.6388 tons (estimate of tonnage not available at this time). Use 0.6388 tons/capita/year X 10,209 persons = 6,521 tons per year

EXHIBIT D
(Page 2)

Clarke County = 117,188 tons per year (See FY 93 on Exhibit A for estimate) / 91,597 = annual average per capita value of 2,559 lbs or 1.2794 tons = 7.01 lbs/capita/day

Total calendar year tonnage = 6,521 + 117,188 = 123,709 tons

Projected total annual recycling fees collected:

123,709 tons X \$1.26 per ton = \$155,873.34

Distribution of collected recycling fees:

Oglethorpe County = 10,209 persons X 0.6388 tons per person per year / 123,709 tons per year X 155,873.34 = \$8,217.10

A-C County = 91,597 persons X 1.2795 tons per person per year / 123,709 X \$155,873.34 = \$147,669.94. Due to rounding of numbers, the A-C County share should be \$155,873.34 - \$8,217.10 = \$147,656.24

ORDINANCES AND
AGREEMENTS

R·W·BECK

SOLID WASTE, SCRAP TIRE, AND TRASH ORDINANCE OF OGLETHORPE COUNTY

TITLE

AN ORDINANCE DEFINING LITTER, WASTE, SCRAP TIRES AND PUBLIC OR PRIVATE PROPERTY; REGULATING THE DISPOSAL OF LITTER AND WASTE, THE TRANSPORTATION OF LITTER AND WASTE, THE USE OF GARBAGE OR LITTER CONTAINERS OR RECEPTACLES, PROVIDING FOR THE ORDERLY DISPOSAL OF SOLID WASTE; PRESCRIBING PENALTIES FOR THE VIOLATION OF THE ORDINANCE AND FOR OTHER PURPOSES RELATED THERETO.

ENACTMENT CLAUSE

FOR THE PURPOSE OF PROMOTING THE HEALTH, SAFETY, AND GENERAL WELFARE OF THE PRESENT AND FUTURE INHABITANTS OF OGLETHORPE COUNTY AND TO PROVIDE AN ORDERLY AND SAFE DISPOSAL OF WASTE, THE BOARD OF COMMISSIONERS OF OGLETHORPE COUNTY, GEORGIA DOES HEREBY ORDAIN AND ENACT INTO LAW THE FOLLOWING:

SECTION 1 - DEFINITIONS

THE TERM "LITTER" SHALL MEAN ALL DISCARDED SAND, GRAVEL, SLAG, BRICKBATS, RUBBISH, WASTE MATERIAL, TIN CANS, REFUSE, GARBAGE, TRASH, DEBRIS, DEAD ANIMALS OR OTHER DISCARDED MATERIALS OF EVERY KIND AND DESCRIPTION WHICH ARE NOT WASTE AS SUCH TERM IS DEFINED HEREIN.

"PUBLIC OR PRIVATE PROPERTY" MEANS THE RIGHT OF WAY OF ANY ROAD OR HIGHWAY; ANY BODY OF WATER OR WATER COURSE; ANY PARK, PLAYGROUND, BUILDING, REFUGE, OR CONSERVATION OR RECREATION AREA; AND RESIDENTIAL OR FARM PROPERTIES, TIMBERLANDS, OR FORESTS.

"WASTE" MEANS ALL DISCARDED SUBSTANCES AND MATERIALS WHATSOEVER EXCEEDING 10 POUNDS IN WEIGHT OR 15 CUBIC FEET IN VOLUME, OR ANY SUCH SUBSTANCE IN ANY WEIGHT OR VOLUME IF BIOMEDICAL WASTE, HAZARDOUS WASTE (AS THAT TERM IS DEFINED IN O.C.G.A. SECTION 12-8-62), OR ANY SUCH SUBSTANCE OR MATERIAL DUMPED FOR COMMERCIAL PURPOSES. WITH THE EXCEPTION OF ANIMAL BI-PRODUCTS, "WASTE" INCLUDES WITHOUT LIMITATION, BOTTLES, BOXES, CONTAINERS, PAPERS, TOBACCO PRODUCTS, TIRES, APPLIANCES, MECHANICAL EQUIPMENT OR PARTS, BUILDING OR CONSTRUCTION MATERIALS, TOOLS, MACHINERY, WOOD, MOTOR VEHICLES AND MOTOR VEHICLE PARTS, VESSELS, AIRCRAFT EQUIPMENT, WASTE OIL, BATTERIES, ANTIFREEZE, SLUDGE FROM A WASTEWATER TREATMENT FACILITY, WATER SUPPLY TREATMENT PLANT, OR AIR POLLUTION CONTROL FACILITY, AIR CONTAMINANTS FROM ANY SOURCE OR FACILITY, AND ANY OTHER DISCARDED MATERIAL OR SUBSTANCE OF EVERY KIND AND DESCRIPTION RESULTING FROM DOMESTIC, INDUSTRIAL, COMMERCIAL, MINING, OR GOVERNMENTAL OPERATIONS, INCLUDING HOUSEHOLD, COMMERCIAL, CONSTRUCTION AND DEMOLITION WASTE, OR INDUSTRIAL SOLID WASTE WHICH IS NONHAZARDOUS, NONMEDICAL, AND IN A FORM CLASSIFIED AS SOLID WASTE BY THE GEORGIA DEPARTMENT OF NATURAL RESOURCES.

"DUMP" MEANS TO THROW, DISCARD, PLACE, DEPOSIT, DISCHARGE, BURN, OR DISPOSE OF A SUBSTANCE

"SCRAP TIRES" MEANS ALL TIRES WHICH ARE NO LONGER SUITABLE FOR THEIR ORIGINAL INTENDED PURPOSE BECAUSE OF WEAR, DAMAGE OR DEFECT. SEE O.C.G.A. SECTION 12-8-22 (31)

"SCRAP TIRE GENERATOR" SHALL MEAN ANY PERSON WHO GENERATES SCRAP TIRES AS DEFINED IN SECTION 391-3-4-.19 (2.1) OF THE GEORGIA RULES OF SOLID WASTE MANAGEMENT

"SCRAP TIRE CARRIER" SHALL MEAN ANY PERSON ENGAGED IN PICKING UP OR TRANSPORTING SCRAP TIRES NOT OTHERWISE EXEMPTED UNDER SECTION 391-3-4-.19(5.G) FOR THE PURPOSE OF REMOVAL TO SCRAP TIRE PROCESSOR, END USER, OR DISPOSAL FACILITY. O.C.G.A. 12-8-22 (32)

"TIRE RETAILER" SHALL MEAN ANY PERSON ENGAGED IN THE BUSINESS OF SELLING NEW REPLACEMENT TIRES. O.C.G.A. 12-8-22 (39)

SECTION 2 - WASTE DISPOSAL -GENERAL:

- (A) THE OWNER OR OCCUPANT OF ANY PREMISES SHALL BE RESPONSIBLE FOR THE SANITARY HANDLING AND DISPOSITION OF GARBAGE, LITTER, WASTE, SCRAP TIRES, AND REFUSE ON THE PREMISES USED OR OCCUPIED BY SUCH PERSON.
- (B) IT SHALL BE UNLAWFUL TO DUMP, DEPOSIT, THROW OR LEAVE OR TO CAUSE OR PERMIT THE DUMPING, DEPOSITING, PLACING, THROWING OR LEAVING OF LITTER, WASTE OR SCRAP TIRES AT ANY PLACE IN THIS COUNTY, INCLUDING, WITHOUT LIMITATION, ANY PUBLIC OR PRIVATE PROPERTY IN THIS COUNTY OR ANY WATERS IN THIS COUNTY UNLESS SUCH LITTER OR WASTE ORIGINATES IN THIS COUNTY AND:
1. THE PROPERTY IS DESIGNATED AND PERMITTED BY THE STATE OF GEORGIA AND/OR BY THE OGLETHORPE COUNTY BOARD OF COMMISSIONERS OR ITS DULY DESIGNATED AGENT FOR DISPOSAL OF LITTER AND WASTE, AND THE PERSON IS AUTHORIZED TO USE SUCH PROPERTY AND;
 2. THE LITTER OR WASTE IS PLACED INTO A RECEPTACLE OR CONTAINER INSTALLED ON SUCH PROPERTY; HOWEVER, ANY LITTER OR WASTE PLACED INTO SUCH A RECEPTACLE OR CONTAINER INSTALLED ON SUCH PROPERTY MUST NOT BE ALLOWED TO ACCUMULATE FOR AN UNREASONABLE PERIOD OF TIME, AND IN NO EVENT SHALL IT BE ALLOWED TO ACCUMULATE TO THE POINT OF OVERFLOWING THE CONTAINER OR RECEPTACLE OR TO A POINT WHERE THE CONTAINER OR RECEPTACLE MAY NOT BE CLOSED.
 3. EFFECTIVE JANUARY 12, 1999, ANY AND ALL LITTER PLACED IN A COUNTY OWNED SOLID WASTE RECEPTACLE MUST BE CONTAINED IN A COUNTY AUTHORIZED "GREEN BAG".
- (C) IT SHALL BE UNLAWFUL FOR ANY PERSON TO DUMP OR PLACE WASTE UNLESS AUTHORIZED TO DO SO BY LAW OR BY A DULY ISSUED PERMIT:

- 1) IN OR ON ANY PUBLIC HIGHWAYS, ROAD, STREET, ALLEY, OR THOROUGHFARE, INCLUDING ANY PORTION OF THE RIGHT OF WAY THEREOF, OR ON ANY OTHER PUBLIC LANDS EXCEPT IN CONTAINERS OF AREAS LAWFULLY PROVIDED FOR SUCH DUMPING;
- 2) IN OR ON ANY FRESH WATER LAKE, RIVER, CANAL, OR STREAM OR CREEK OR;
- 3) IN OR ON ANY PUBLIC OR PRIVATE PROPERTY UNLESS SUCH DUMPING WILL NOT ADVERSELY AFFECT THE PUBLIC HEALTH AND IS NOT IN VIOLATION OF ANY OTHER LOCAL, STATE OR FEDERAL LAW, RULE, OR REGULATION.

D) ALL PERSONS DEFINED AS SCRAP TIRE GENERATORS, SCRAP TIRE CARRIERS, TIRE RETAILERS, SHALL BE SUBJECT TO RULES AS DEFINED IN SECTION 391-3-4-19 AND HANDLE SCRAP TIRES IN ACCORDANCE WITH THE PROVISIONS OF O.C.G.A 12-8-20 et. seq. AND THE RULES FOR SOLID WASTE MANAGEMENT, CHAPTER 391-3-4 APPLICABLE TO SOLID WASTE.

SECTION 3 -- TRANSPORTING LITTER AND WASTE:

- (A) IT SHALL BE UNLAWFUL TO DRIVE OR OPERATE A VEHICLE IN OGLETHORPE COUNTY HAULING WET OR MOIST LITTER OR WASTE WHICH LEAKS, FLOWS FREELY OR SPILLS FROM SUCH VEHICLE.
- (B) ANY LITTER OR WASTE HAULED ON A MOVING VEHICLE IN OGLETHORPE COUNTY SHALL BE COVERED OR SECURED IN SUCH A MANNER THAT THE LITTER OR WASTE WILL NOT BLOW OR ESCAPE FROM SAID VEHICLE WHILE MOVING OR PARKED ON PUBLIC STREETS OR ROADWAYS IN OGLETHORPE COUNTY.
- (C) IT SHALL BE UNLAWFUL FOR ANY VEHICLE TO TRANSPORT LITTER OR WASTE ON ANY PUBLIC STREETS, OR ROADWAYS, IN OGLETHORPE COUNTY WITHOUT SUITABLE COVERINGS OR OTHER RESTRAINT DEVICES SECURELY FASTENING SUCH LITTER OR WASTE TO THE VEHICLE SO AS TO PREVENT ANY MATERIALS FROM BEING DEPOSITED ON THE ROADS OR ADJOINING AREAS OF THE COUNTY. HOWEVER, THIS SECTION SHALL NOT PROHIBIT THE NECESSARY SPREADING OF ANY SUBSTANCE IN PUBLIC ROAD MAINTENANCE OR PUBLIC ROAD CONSTRUCTION OPERATIONS.

SECTION 4 -- REGULATION OF GARBAGE OR LITTER CONTAINERS OR RECEPTACLES

- (A) ALL GARBAGE OR LITTER CONTAINERS OR RECEPTACLES SHALL BE MAINTAINED IN AS SANITARY A MANNER AS IS REASONABLY POSSIBLE CONSISTENT WITH ITS USE FOR GARBAGE AND LITTER DISPOSAL.
- (B) PERSONS USING GARBAGE OR LITTER CONTAINER OR RECEPTACLES SHALL DEPOSIT ALL AUTHORIZED GARBAGE AND REFUSE IN THE CONTAINER OR RECEPTACLE.
- (C) NO PERSON SHALL DEPOSIT ANY BURNING OR SMOLDERING MATERIAL IN ANY SUCH CONTAINER AND RECEPTACLE.
- (D) NO PERSON SHALL SET FIRE TO THE CONTENTS OF ANY SUCH CONTAINER OR RECEPTACLE.
- (E) NO DEAD ANIMALS SHALL BE DEPOSITED IN ANY SUCH CONTAINER OR RECEPTACLE.

- (F) NO PERSON SHALL DEPOSIT LARGE NON-COMPACTIBLE ARTICLES IN SUCH CONTAINERS OR RECEPTACLES SUCH AS STOVES, REFRIGERATORS, BED SPRINGS, MATTRESSES, TIRES, LARGE TREE LIMBS, AIR CONDITIONING UNITS, OR SIMILAR ITEMS.
- (G) NO ONE SHALL DEPOSIT ANY FLAMMABLE OR EXPLOSIVE MATERIALS IN ANY SUCH CONTAINERS OR RECEPTACLES.
- (H) NO PERSON SHALL PLACE OR SCATTER LITTER OR WASTE IN OR AROUND SUCH CONTAINERS OR RECEPTACLES.
- (J) NO ONE SHALL SCAVENGE OR COLLECT ITEMS FROM IN OR AROUND SUCH CONTAINERS OR RECEPTACLES

SECTION 5 -- ACCUMULATION:

- (A) NO OWNER OR OCCUPANT OF ANY PREMISES IN THE UNINCORPORATED AREAS OF OGLETHORPE COUNTY SHALL ALLOW LITTER OR WASTE TO ACCUMULATE THEREON. NO OWNER OR OCCUPANT OF ANY SUCH PROPERTY SHALL BURY OR BURN LITTER OR WASTE WITHOUT PRIOR AUTHORIZATION AND PERMISSION FROM THE APPLICABLE REGULATORY AGENCY, INCLUDING BUT NOT LIMITED TO, THE ENVIRONMENTAL PROTECTION AGENCY, ENVIRONMENTAL PROTECTION DIVISION AND/OR THE GEORGIA FORESTRY SERVICE. NOTHING IN THIS PROVISION SHALL AUTHORIZE OR BE CONSTRUED TO PERMIT THE BURIAL OR BURNING OF ANY MATERIAL WHICH IS OTHERWISE PROHIBITED BY STATE OR FEDERAL LAW.
- (B) NO OWNER OR OCCUPANT OF ANY PROPERTY SHALL ALLOW THE ACCUMULATION, ON HIS OR HER PREMISES, OF GARBAGE OR WASTE WHERE SUCH MATERIAL CREATES OR CAUSES A HEALTH HAZARD TO NEIGHBORS OR OTHER CITIZENS, OR WHICH IS UNSIGHTLY OR EMITS FOUL OR OBNOXIOUS ODORS.
- (C) IT SHALL BE UNLAWFUL FOR ANY PERSON TO SET FIRE TO THE CONTENTS OF, INDISCRIMINATELY SCATTER OR DISPERSE THE CONTENTS OF, OR OTHERWISE VANDALIZE ANY CONTAINERS USED FOR THE STORAGE OR DUMPING OF LITTER OR WASTE.
- (D) THE CONDUCT DESCRIBED IN PARAGRAPHS (A)-(C) OF THIS SECTION 5 SHALL CONSTITUTE A SEPARATE VIOLATION OF THE ORDINANCE FOR EACH DAY THE GARBAGE OR WASTE MATERIAL REMAINS ON SUCH PREMISES.

SECTION 6 -- VIOLATIONS/PENALTIES

- (A) ANY PERSON, FIRM, OR CORPORATION VIOLATING ANY PORTION OF THIS ORDINANCE SHALL BE GUILTY OF A MISDEMEANOR AND, UPON CONVICTION THEREOF, IN THE MAGISTRATE COURT OF OGLETHORPE COUNTY, SHALL BE PUNISHED AS FOLLOWS:
 - (1) BY FINE OF NOT LESS THAN \$100.00 NOR MORE THAN \$1000.00, OR UP TO 60 DAYS IMPRISONMENT, OR BOTH. EACH DAY THE VIOLATION CONTINUES SHALL BE A SEPARATE OFFENSE. HOWEVER, THIS SECTION SHALL NOT PRECLUDE THE COUNTY FROM CHOOSING TO SEEK CIVIL REDRESS IN A COURT OF COMPETENT JURISDICTION IN ADDITION TO THE CRIMINAL

PROSECUTION, IT BEING THE INTENT OF THE COUNTY TO HAVE BOTH THE CIVIL AND CRIMINAL RIGHTS OF PROSECUTION IN THIS AREA; AND/OR

- (B) IN THE SOUND DISCRETION OF THE MAGISTRATE COURT, THE VIOLATOR MAY BE DIRECTED TO PICK UP AND REMOVE FROM ANY PUBLIC STREET OR HIGHWAY OR PUBLIC RIGHT OF WAY FOR A DISTANCE NOT TO EXCEED ONE MILE, ANY LITTER THE PERSON HAS DEPOSITED AND ANY AND ALL LITTER DEPOSITED THEREON BY ANYONE ELSE PRIOR TO THE DATE OF EXECUTION OR SENTENCE; AND/OR
- (C) IN THE SOUND DISCRETION OF THE MAGISTRATE COURT THE PERSON MAY BE DIRECTED TO PICK UP AND REMOVE LITTER FROM ANY PUBLIC PARK, PRIVATE RIGHT OF WAY, OR WITH THE PRIOR PERMISSION OF THE LEGAL OWNER OR TENANT IN LAWFUL POSSESSION OF SUCH PROPERTY, ANY PRIVATE PROPERTY UPON WHICH IT CAN BE ESTABLISHED BY COMPETENT EVIDENCE THAT THE PERSON HAS DEPOSITED LITTER THEREON, AND ALL LITTER DEPOSITED THEREON BY ANYONE PRIOR TO THE DATE OF EXECUTION OF SENTENCE; AND/OR
- (D) THE COURT MAY ORDER THE PUBLICATION OF THE NAMES OF PERSONS CONVICTED OF VIOLATING THIS ORDINANCE.
- (E) IN THE CASE OF AN IMPROPER GARBAGE OR WASTE DISPOSAL SITE, THE PROPERTY OWNER, CONTRACTOR, DEVELOPER, BUILDER OR OTHER PERSON RESPONSIBLE FOR THE PROPERTY SHALL CAUSE THE PROPERTY TO BE CLEANED AND TO COME INTO FULL COMPLIANCE WITH THIS ORDINANCE. OGLETHORPE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY COSTS OF CLEANUP OR REMEDIATION.

SECTION 7 – ENFORCEMENT:

ENFORCEMENT OF THIS ORDINANCE SHALL BE THE RESPONSIBILITY OF THE OGLETHORPE COUNTY CODE ENFORCEMENT OFFICER OR HIS/HER DESIGNEE OR THE OGLETHORPE COUNTY SHERIFF OR HIS/HER DESIGNEE. ANY PERSON OR PERSONS AUTHORIZED TO ENFORCE THIS ORDINANCE SHALL BE EMPOWERED TO ENTER ANY PROPERTY, UPON REASONABLE CAUSE, AT REASONABLE TIMES IN ORDER TO INSPECT THE PROPERTY FOR VIOLATIONS OF THIS ORDINANCE, SUBJECT TO THE CONDITION THAT TO ALLOW ENTRY ON PRIVATE PROPERTY FOR INSPECTION, THE ALLEGED VIOLATION OF THIS ORDINANCE MUST BE VISIBLE FROM A PUBLIC ROAD OR RIGHT OF WAY, OR UPON SUCH OFFICER HAVING RECEIVED A COMPLAINT BY A RESIDENT OF OGLETHORPE COUNTY, GEORGIA ALLEGING A VIOLATION OF THIS ORDINANCE. THE MAGISTRATE COURT OF OGLETHORPE COUNTY SHALL ALSO BE AUTHORIZED TO ISSUE SUMMONS FOR HEARING ON ALLEGED VIOLATION OF THE ORDINANCE UPON WRITTEN ACCUSATION OF ANY PERSON SUI JURIS ALLEGING SUCH VIOLATION.

SECTION 8 – CIVIL REMEDIES AND ABATEMENT OF NUISANCE:

IN THE EVENT THAT ANY PERSON, FIRM, OR CORPORATION VIOLATES ANY PROVISION OF THIS ORDINANCE, THE COUNTY ATTORNEY OR OTHER APPROPRIATE AUTHORITY OF THE COUNTY MAY, IN ADDITION TO OTHER REMEDIES, INSTITUTE AN ACTION FOR INJUNCTION, MANDAMUS, OR OTHER APPROPRIATE ACTION OR PROCEEDING TO PREVENT SUCH UNLAWFUL ACT OR TO CORRECT OR ABATE SUCH VIOLATION.

SECTION 9 – EVIDENCE OF VIOLATIONS:

- (A) WHENEVER LITTER IS THROWN, DEPOSITED, DROPPED, OR DUMPED, FROM ANY MOTOR VEHICLE, BOAT, AIRPLANE, OR OTHER CONVEYANCE IN VIOLATION OF THIS ORDINANCE, IT SHALL BE PRIMA-FACIE EVIDENCE THAT THE OPERATOR OF THE CONVEYANCE HAS VIOLATED THIS ORDINANCE.
- (B) WHENEVER ANY LITTER WHICH IS DUMPED, DEPOSITED, THROWN, OR LEFT ON PUBLIC OR PRIVATE PROPERTY IN VIOLATION OF THE ORDINANCE IS DISCOVERED TO CONTAIN ANY ARTICLE OR ARTICLES, INCLUDING BUT NOT LIMITED TO LETTERS, BILLS, PUBLICATIONS, OR OTHER WRITINGS WHICH DISPLAY THE NAME OF A PERSON THEREON IN SUCH A MANNER AS TO INDICATE THAT THE ARTICLE BELONGS OR BELONGED TO SUCH PERSON, IT SHALL BE A REBUTTABLE PRESUMPTION THAT SUCH PERSON HAS VIOLATED THIS ORDINANCE.

SECTION 10 – YARD TRIMMINGS:

YARD TRIMMINGS SHALL NOT BE PLACED IN OR MIXED WITH SOLID WASTE. YARD TRIMMINGS SHALL NOT BE DISPOSED AT ANY SOLID WASTE DISPOSAL FACILITY HAVING LINERS AND LEACHATE COLLECTION SYSTEMS OR REQUIRING VERTICAL EXPANSION WITHIN THE COUNTY. YARD TRIMMINGS SHALL BE SORTED AND STOCKPILED OR CHIPPED, COMPOSTED, USED AS MULCH OR OTHERWISE BENEFICIALLY REUSED OR RECYCLED TO THE MAXIMUM EXTENT FEASIBLE. ANY YARD TRIMMINGS TO BE COLLECTED BY ANY ENTITY OTHER THAN THE PROPERTY OWNER SHALL BE SORTED AND STORED IN SUCH A MANNER AS TO FACILITATE COLLECTION, COMPOSTING, OR OTHER HANDLING.

SECTION 11 – RECYCLING:

THE OGLETHORPE COUNTY BOARD OF COMMISSIONERS HEREBY FINDS THAT IT IS IN THE BEST INTEREST OF THE CITIZENS OF OGLETHORPE COUNTY, IN ORDER TO PROMOTE THE HEALTH, SAFETY, WELFARE AND MORALS OF THE CITIZENS OF THE COUNTY, TO RECYCLE AS MANY WASTE MATERIALS AS POSSIBLE IN ORDER TO REDUCE THE ACCUMULATION OF LITTER AND GARBAGE AND SOLID WASTE MATERIAL WITHIN THE COUNTY AND TO REDUCE THE OVERALL SOLID WASTE MATERIALS WHICH MUST BE PROPERLY DISPOSED OF. THEREFORE, IT IS THE POLICY OF THE OGLETHORPE COUNTY BOARD OF COMMISSIONERS TO ENCOURAGE RECYCLING WHENEVER PRACTICABLE.

SECTION 12 – SEVERABILITY:

SHOULD ANY SENTENCE, SECTION, SUBSECTION, OR PROVISION OF THIS ORDINANCE OR APPLICATION OF A PROVISION OF THIS ORDINANCE BE DECLARED INVALID OR UNCONSTITUTIONAL BY ANY COURT OF COMPETENT JURISDICTION, SUCH DECLARATION SHALL NOT AFFECT THE VALIDITY OF THE ORDINANCE AS A WHOLE NOR ANY PART THEREOF THAT IS NOT SPECIFICALLY DECLARED TO BE INVALID OR UNCONSTITUTIONAL.

THEREFORE, BE IT ORDAINED, THAT ALL CONFLICTING RESOLUTIONS, ORDINANCES, OR PART OF ORDINANCES, OR RESOLUTIONS IN CONFLICT WITH THIS ORDINANCE ARE HEREBY REPEALED.

BE IT FURTHER ORDAINED, THAT THIS ORDINANCE SHALL TAKE EFFECT 60 DAYS AFTER PASSAGE BY THE OGLETHORPE COUNTY BOARD OF COMMISSIONERS, AND SHALL BE ENFORCED FROM AND AFTER SUCH DATE, THE PUBLIC WELFARE DEMANDING IT. SO

ADOPTED AND APPROVED BY THE BOARD OF COMMISSIONERS OF OGLETHORPE COUNTY, GEORGIA, THIS 11 DAY OF Jan, 1999

BOARD OF COMMISSIONERS OF OGLETHORPE COUNTY, GEORGIA

R. C. Johnson, Jr.
ROBERT C. JOHNSON, JR., CHAIRMAN

John M. Bridges
JOHN M. BRIDGES - COMM., DISTRICT 1

Margie Burt
MARGIE BURT - COMM., DISTRICT 2

Ted Hughes
TED HUGHES - COMM., DISTRICT 3

Bobby Arnold
BOBBY ARNOLD - COMM., DISTRICT 4

Bobby Cook
BOBBY COOK -- COMM., DISTRICT 5

ATTEST:

Judy H. Paul
JULY H. PAUL, COUNTY CLERK

Section 12 WALTON COUNTY

12.1 Description of the County

12.1.1 Background

Walton County covers 330 square miles on the eastern edge of the ten-county planning area. The county has seven municipalities, the largest of which is Monroe, the county seat. Others include Between, Good Hope, Jersey, Loganville, Social Circle, and Walnut Grove.

12.1.2 Population

The most recent population figures from the 2000 U.S. Census show the County population to be 60,687. Table 12-1 shows the 2000 population, by census zone. The census projected that Walton County's growth would be second only to Barrow County in the region between 2000 and 2010. The 2004 population is estimated at 78,771.

Table 12-1
Walton County and Census Zone Population

City	Population
Campton CCD, Walton County, Georgia	5,118
Good Hope CCD, Walton County, Georgia	3,161
Jersey CCD, Walton County, Georgia	10,930
Loganville CCD, Walton County, Georgia	19,093
Monroe CCD, Walton County, Georgia	16,737
Social Circle CCD, Walton County, Georgia	5,648
Total	60,687

Source: 2000, U.S. Census

12.1.2.1 Seasonal Population Changes

The County does not experience any significant seasonal changes in population.

Section 12

12.1.2.2 Number of Households

The total number of households in the County planning area in 2000 was 22,500. Table 12-2 shows the number of single and multi-family households in the planning area from the 2000 U.S. Census.

Table 12-2
Housing Units, Walton County

Type	Amount
Single Family Housing	17,814
Multi-Family Housing	4,686
Total	22,500

Source: 2000, U.S. Census

12.1.3 Economic Activity

As identified by the Georgia Department of Labor (2002) Table 12-3 indicates for the County the number of businesses and number of employees for each sector identified by NAISC code.

Table 12-3
Walton County Employment by NAICS Category, 2002

WALTON COUNTY		
Industry	Number of Firms	Number of Employees
Goods Producing	390	4,301
Agriculture, forestry, & fishing	20	208
Mining	*	*
Construction	315	1,592
Manufacturing	54	2,500
Food Manufacturing	*	*
Beverage & tobacco mfg	0	0
Textile mills	*	*
Textile product mills	*	*
Apparel Manufacturing	*	*
Leather & allied product mfg	0	0
Wood product Manufacturing	*	*
Paper Manufacturing	0	0
Printing and related activities	3	115
Petroleum and coal products mfg	*	*

WALTON COUNTY		
Industry	Number of Firms	Number of Employees
Chemical Manufacturing	*	*
Plastics & rubber products mfg	*	*
Nonmetallic mineral product mfg	*	*
Primary metal Manufacturing	*	*
Fabricated metal product mfg	6	77
Machinery Manufacturing	3	17
Computer & electronic product mfg	0	0
Electrical equipment/appliance	*	*
Transportation equipment	*	*
Furniture and related product mfg	11	521
Miscellaneous mfg industries	5	67
Service Producing	838	7,680
Wholesale trade	79	482
Retail trade	164	2,354
Transportation and warehousing	41	312
Utilities	*	*
Information	14	121
Finance and insurance	56	306
Real estate and rental and leasing	50	88
Professional, scientific/tech svcs	96	367
Management: companies/enterprises	6	59
Administrative and waste svcs	84	484
Educational services	*	*
Health care and social services	70	1,116
Arts, entertainment and recreation	9	72
Accommodation and food services	65	1,247
Other services (except government)	96	336
Unclassified - industry not assigned	25	60
Total - Private Sector	1,252	12,041
Total - Government	58	3,069
Federal government	10	142
State government	20	325
Local government	28	2,603

Source: 2002, Georgia Department of Labor

12.2 Waste Disposal Stream Analysis

This section addresses the waste disposed in the County. It includes a description of tons disposed in MSW and C&D landfills, statewide characterization of the waste disposed, a discussion of conditions that may change the waste disposed, and disposal projections for the planning period.

12.2.1 Inventory of Waste Disposed

Walton County reports that the City of Monroe disposed of 12,627 tons in FY 02-03. In the absence of County-wide disposal tonnage data, data collected from the State was used. The Georgia Division of Environmental Protection data from waste disposal facilities throughout the State indicates that Walton County, as a whole, disposed of 19,297 tons in C & D landfills and 70,849 tons in MSW landfills between the fourth quarter of 2002 through the third quarter of 2003.

Table 12-4 shows the results of an analysis that breaks down the waste disposed from Walton County in MSW and C and D landfills by sector. A telephone survey of landfills in the State of Georgia, conducted by R.W. Beck, Inc., suggests that of the waste delivered to MSW landfills, 66.6 percent is MSW (generated by the commercial or residential sector), 12.3 percent is construction and demolition debris, 14 percent is industrial, and 7.1 percent is sludge or biosolids. These percentages were applied to the amount of waste disposed of in MSW landfills from Walton County and its municipalities.

Table 12-4
Waste Disposed by Sector (4Q 2002 through 3Q 2003)
Walton County

Sector	Tons to MSW Landfill	Tons to C&D Landfill	Total Tons
Residential	27,827		27,827
Commercial	19,358		19,358
Industrial	9,919		9,919
C&D	8,714	19,297	28,011
Sludge/Biosolids	5,030		5,030
TOTAL	70,848	19,297	90,145

To break down the MSW portion of this by residential and commercial generators, preliminary results from the first season of sampling for the Georgia Department of Community Affairs (DCA) waste composition study were used. Results from 120 samples taken from three landfills in the State indicated that approximately 32 percent of the waste stream comes from commercial generators and 46 percent comes from residential generators. The remaining 22 percent was in transfer trailers and thus the source was not identifiable. For purposes of this analysis, it is assumed that the waste

in the transfer trailers has the same residential/commercial split as the rest of the MSW delivered to the MSW landfills.

12.2.1.1 Waste Characterization

Preliminary analysis of waste characterization from the DCA sampling study shows the percentage of each type of material in the commercial and residential waste disposed of in an MSW landfill, shown in Table 12-5. These results suggest that 63 percent of the residential and commercial waste disposed of in landfills around the State is paper or organic material. Once the waste characterization study is complete, these percentages can be revised to be more specific to the northeast Georgia region.

**Table 12-5
Projected Characterization of MSW Disposed from Walton County¹**

Material	Average
Newspaper	4.9%
Corrugated Cardboard	9.6%
Office	2.5%
Magazine/Glossy	3.0%
Paperboard	3.9%
Mixed (Other Recyclable)	3.3%
Other (Non-recyclable)	10.0%
Total Paper	37.2%
#1 PET Bottles	1.7%
#2 HDPE Bottles	1.2%
#3-#7 Bottles	0.3%
Expanded Polystyrene	1.6%
Film Plastic	8.1%
Other Rigid Plastic	3.9%
Total Plastic	16.9%
Clear	2.0%
Green	0.5%
Amber	1.6%
Other	0.5%
Total Glass	4.6%
Steel Cans	1.9%
Aluminum Cans	1.0%
Other Ferrous	2.9%

Material	Average
Other Non-Ferrous	0.8%
Total Metal	6.6%
Yard Waste	1.5%
Wood (non-C&D)	2.1%
Food Waste	11.9%
Textiles	3.8%
Diapers	2.7%
Fines	3.3%
Other Organics	0.8%
Total Organics	26.0%
Drywall	0.2%
Wood	3.1%
Inerts	0.2%
Carpet	1.4%
Other C&D	1.0%
Total C&D	5.9%
Televisions	0.1%
Computers	0.1%
Other Electronics	1.3%
Tires	0.3%
HHW	0.2%
Other Inorganics	0.9%
Total Inorganics	2.8%
Total	100.0%

¹ Based on sampling data from Georgia Waste Characterization, Fall 2003

12.2.1.2 Unique Conditions and/or Seasonal Variations

Walton County knows of no unique conditions or seasonal variations that will dramatically change the amount of waste projected.

12.2.1.3 Waste Generating Disasters

Without knowing the type and degree of an unanticipated disaster, Walton County can not project the amount or type of waste that would need to be managed from such an event. However, any additional yard trimmings that would need to be managed would be delivered to the County for grinding. If the County couldn't handle the amount of debris, they could hire a contractor for grinding and create an emergency inert landfill.

Any additional MSW would be delivered to Monroe County or hauled directly to the landfill.

12.2.2 Projections of Waste to be Disposed

Table 12-6 shows waste projections based on the estimated per capita waste disposed in the most recent year for which data are available. In Walton County, approximately 1.34 tons were disposed of per capita per year, 1.06 tons per capita per year if only waste sent to MSW landfills was considered. If this per capita disposal rate were to remain the same, it is estimated that 117,915 tons per year would be disposed by the end of the planning period.

**Table 12-6
Waste Disposal Projections at Current Per Capita Disposal Rate
Walton County**

Estimated Per Capita Disposed	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Population	70,762	74,659	78,771	83,109	87,685	92,514	97,609	100,310	105,834	111,662
Tons	74,725	78,840	83,182	87,763	92,596	97,695	103,075	105,927	111,761	117,915

12.2.2.1 Per Capita MSW Disposal Reduction Goal

In 1991, the Northeast Georgia Regional Solid Waste Management Plan estimated that .98 tons per capita per year were being disposed from Walton County in MSW landfills. Based on the tonnage of waste disposed in 2002/2003, the per capita disposal rate increased by 8 percent between 1991 and 2003. However, it is important to recognize that these data are only estimates and often not based on sound information. For example, the per capita estimates in 1991 are based on tonnage data from a time when very few landfills had scales.

12.3 Waste Reduction Element

12.3.1 Inventory of Waste Reduction Programs

This section provides detailed information on Walton County's existing waste reduction programs that target the residential, commercial/institutional, industrial, construction and demolition, and yard trimming sectors and waste streams.

12.3.1.1 Source Reduction Programs

Walton County uses their Keep Walton Beautiful program to promote source reduction, reuse, and recycling initiatives to schools, local government, businesses and citizens. These programs are described in more detail in Section 11.6.

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12.3.1.2 Recycling

Walton County operates staffed convenience centers at six locations in Walton County where residents can recycle aluminum, #1 and #2 plastics, glass, newspaper, corrugated cardboard, magazines and catalogs, and steel cans. The centers are located at the Youth Fire Station, Bold Springs Fire Station, Gratis Fire Station, Good Hope Fire Station, Whatley Fire Station and the Walton County Recycling Center.

Private haulers offer curbside collection of recyclables in some areas of the County under individual contracts with residents. These haulers operate under a licensing ordinance with Walton County. The City of Loganville contracts with BFI to provide once a week curbside recycling pickup. The Cities of Walnut Grove, and Social Circle also contract with a private hauler to provide once a week curbside recycling services. All three programs accept glass, newspaper, plastic, cardboard, magazines, and aluminum cans. Tables 12-7, 12-8, and 12-9 describe recycling programs, markets, and processing facilities in the County.

Loganville contracts with a private firm to collect commercial dumpsters. Industrial firms in these cities contract with private haulers on their own. Social Circle allows both commercial and industrial firms to contract with private haulers on their own.

Monroe performs its own collection service for both commercial and residential.

The County also sponsors an annual Christmas tree Recycling program.

**Table 12-7
Recycling Programs in Walton County (2003)**

Type of Program	Jurisdictions	Population Served	Operated by:	Materials Accepted	Tons Diverted (2003)
Drop-Off Centers	Walton County	60,687	Walton County	Aluminum Cans	4.64
				Plastics	35.36
				Glass	65.24
				Newspaper	119.8
				Corrugated Cardboard	434.2
				Magazines/Catalogs	N/A
				Steel Cans	N/A
Curbside Recycling	Loganville	2,427	BFI	Aluminum Cans	N/A
				Plastics	N/A
				Glass	N/A
				Corrugated Cardboard	N/A
				Magazines/Catalogs	N/A
				Newspaper	N/A

WALTON COUNTY

Type of Program	Jurisdictions	Population Served	Operated by:	Materials Accepted	Tons Diverted (2003)
Curbside Recycling	Walnut Grove, Social Circle	N/A 5,648	Private Haulers	Aluminum Cans	N/A
				Plastics	N/A
				Glass	N/A
				Corrugated Cardboard	N/A
				Magazines/Catalogs	N/A
				Newspaper	N/A
Curbside and Commercial	Monroe	16,737	City of Monroe	N/A	N/A
Commercial Recycling Program	Loganville	2,427	Private Haulers	Office Paper	N/A
	Walnut Grove	N/A		Corrugated Cardboard	N/A
	Social Circle	5,648			

Source: Walton County Solid Waste Department

**Table 12-8
Businesses that Accept Recyclables from the Walton County**

Name	Location	Accepts Material from:		Materials Accepted
		Geographic Area	Sector	
Atlanta Pallet Division of Williamson Wire, Inc.	Loganville, GA	Walton County	Commercial	Wood Pallets
City Of Loganville	Loganville, GA	City of Loganville	Residential	Yard Trimmings, Grass Clippings, Leaves From Residents, Household Batteries, Plastic, Aluminum, Newspaper, Glass
Georgia Industrial Polymers	Social Circle, GA	Walton County	Residential/Commercial	PP, PE, ABS, Nylon
Sunshine Recycling Center	Monroe, GA	Walton County	Residential/Commercial	Metals, Non Ferrous Metals, Aluminum Cans

Source: Georgia Recycling Markets Directory

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**Table 12-9
Recycling Facilities**

Facility Name	Facility Type	Owner/ Operator	Jurisdictions Served	Sectors Served	Materials Accepted	Tons Processed (2003)	Average Tons Per Day Processed ¹	Maximum Processing Capacity (TPD)
Walton County	MRF	County	Walton County/outlying areas	R, C	Aluminum, plastic, glass, newspaper, corrugated, magazines, cans	N/A	N/A	N/A

¹ Based on actual number of days facility operated during year.

12.3.1.3 Yard Trimmings Programs and Facilities

The county has access to a number of privately-owned inert landfills where yard trimmings can be disposed. The County also sponsors an annual Christmas tree recycling program for all County residents.

The Cities of Loganville and Social Circle operate chippers for yard trimmings and make the mulch available to be distributed to residents.

The City of Monroe contracts with a private vendor for grinding vegetation at the inert landfill.

Table 12-10 describes yard trimmings programs in the County.

**Table 12-10
Yard Trimmings Programs (2003)**

Program	Owner/Operator	Jurisdictions Served	Sector Served	Materials Accepted	Final Disposition
Municipal Drop-off yard trimmings	Privately-owned inert landfills	Walton County	Residential	Yard trimmings	Mulched
Christmas Tree Recycling	Walton County	Walton County	Residential	Yard trimmings	Mulched at Inert landfill
Municipal Drop-off yard trimmings	Loganville and Social Circle	Loganville and Social Circle	Residential	Yard trimmings	On-site mulching/grinding for free distribution to residents
Municipal Drop-off yard trimmings	City/Private Contractor	City of Monroe	Residential	Yard Trimmings	Mulched at inert landfill

12.3.1.4 Items Requiring Special Handling

The County collects white goods, lead batteries, cell phones and rechargeable batteries. The County pays a fee to a contractor to pick up and properly dispose of these items.

The City of Loganville offers curbside collection for white goods as does the City of Monroe. Monroe also collects additional HHW materials which are then taken to the Public Works Department and distributed into the proper containers for disposal.

**Table 12-11
Management of Special Materials**

Material	Targeted Sector(s) ¹	Management Strategy	Final Disposition of Material(s)
White Goods	R	Collected by the County via drop-off and curbside by the Cities of Monroe and Loganville	Recycled
Lead Acid Batteries	R	Drop-off at the County and curbside in Monroe	Recycled
HHW	R	Collected curbside in Monroe management of materials, 2 events held per year at HHW facility.	Some materials recycled, others disposed at special materials landfills
Electronics	R	County collects cell phones	Recycled

¹ R= Residential, I=Industrial, C=Commercial, CD= C&D
Source: Walton Solid Waste Department

12.3.1.5 Contingency Strategy

Without knowing the type and degree of an unanticipated disaster, Walton County can not project the amount or type of waste that would need to be managed from such an event. However, any additional yard trimmings that would need to be managed would be delivered to the County for grinding. If the County couldn't handle the amount of debris, they could hire a contractor for grinding and create an emergency inert landfill. Any additional MSW would be delivered to Monroe County or hauled directly to the landfill.

12.3.2 Assessment of Waste Reduction Programs

Walton County offers waste reduction and recycling opportunities to residents and businesses throughout the County, either at curbside in the more densely populated areas, or at drop-off centers. Based on the information reported in the Waste Disposal Stream Analysis, approximately 63 percent of the waste disposed in landfills sampled in Georgia is paper or organic waste. These results would suggest that the County might want to consider stepping up efforts to promote awareness of paper recycling and yard trimmings mulching opportunities to increase diversion rates for these materials.

12.3.3 Needs and Goals

Based on the inventory and assessment, adequacy of current programs and other programmatic options, including costs, Walton County has developed the following waste reduction needs and goals:

- Ensure that the County continues to pursue the State's 25% reduction in the amount of solid waste received at disposal facilities;
- Increase education and awareness of recycling programs and opportunities for paper and organic waste materials; and
- Sustain waste reduction programs for the next 10 years.

12.4 Collection Element

12.4.1 Inventory of Existing Collection Programs

Walton County operates staffed convenience centers located strategically around the County. The County uses a PAYT system with 32 gallon bags costing \$1.50 each. Recycling is free at all County centers.

Private haulers operate curbside pick up in some areas of the County under individual contracts with customers, operating under a licensing ordinance. Loganville, Social Circle, and Walnut Grove all contract with private haulers for once per week curbside pick up. Loganville contracts with a private hauler for commercial dumpster collection but industrial firms contract directly with private haulers. Monroe collects commercial dumpsters and from industrial firms if they can readily accommodate them. Industrial firms that cannot be accommodated by the City can contract directly with a private hauler. Social Circle contracts with a private firm to collect dumpsters and industrial firms can either contract with a private firm or handle their own collection. Walnut Grove has commercial and industrial firms contract directly with a private firm or handle their own collection. Monroe provides its own residential and commercial collection.

Commercial and industrial collection is contracted individually by firms with private haulers. A list of the haulers operating in the County and a description of the collection programs are described in Tables 12-12 and 12-13.

Table 12-12
Haulers Operating in Walton County

Hauler Name	Hauler Address	Sector Served ¹	Jurisdiction(s) Served	Arrangement ²
BFI	N/A	R	Loganville	Operates under permit from Loganville and contracts directly with residential customers.
Eagle Waste Management	1860 Wall Rd., Monroe, GA 30656	R, C	All County	Contract directly with customers
Georgia Waste & Recycling Service	5181 Bay Creek Church Rd., Loganville, GA	R., C	All County	Contract directly with customers
Robertson Sanitation, Inc.	P.O. Box 347 Lawrenceville, GA 30046	R, C	All County	Contract directly with customers
Southern Sanitation	P.O. Box 815, Grayson, GA 30017	R, C	All County	Contract directly with customers
Quality Waste	P.O. Box 1139, Grayson, GA 30017	R, C	All County	Contract directly with customers

¹ R= Residential, I=Institutional, C= Commercial, CD= C&D

² i.e., contract with local government, franchise agreement with local government, independent contract with generators, etc.

Source: Walton County Solid Waste Department and 1998 Short Term Work Plan

**Table 12-13
Inventory of Collection Programs in Walton County**

Type	Collector	Program Description	Jurisdictions Served	Sectors Served ¹	Contractual Arrangements
Manned Drop-off	Walton County	Manned convenience centers	Walton County	R	PAYT system
Curbside Collection	Private Haulers	Weekly curbside collection of garbage and recyclables.	Loganville, Monroe, Social Circle, Walnut Grove	R	Residents contract directly with haulers
Commercial Collection	Private Haulers	Dumpster collection	Loganville, Social Circle, Walnut Grove	C	Entities arrange for collection with hauler of choice.
Industrial Collection	Private Haulers	Industrial waste collection	Loganville, Social Circle, Walnut Grove	C	Entities arrange for collection with hauler of choice.
Curbside and Commercial	City of Monroe	Curbside and commercial	City of Monroe	R, C	N/A

12.4.1.1 Contingency Strategy

In the event of an emergency or natural disaster, Walton County has an Emergency Management Plan that would come into place and address any relevant solid waste management issues.

Cities within the County also have the option of switching haulers if the one they have contracted with fails to live up to the terms of their contract.

12.4.2 Assessment of Collection Programs

Collection programs for solid waste are sufficient to meet existing community needs. The more populated areas have at the source collection and the convenience centers are available and accept solid waste and recyclables from all citizens. As the population grows, the County will continue to review what is needed to serve community needs.

12.4.3 Inventory of Illegal Dumping/Littering

Walton County has experienced in a decline in the number of illegal dumping incidents and credits this reduction to the use of an environmental code enforcement officer. The County also has a sanitation worker pick up any items that are dumped.

12.4.4 Assessment of Programs to Address Illegal Disposal

The County's aggressive stance on code enforcement seems to be effective in reducing illegal dumping. It is reasonable to assume that continuing enforcement efforts will help to maintain if not further decrease instances of illegal dumping within Walton County.

12.4.5 Needs and Goals

Walton County's goal for collection is to ensure efficient and effective collection of solid waste in the region over the next ten years.

12.5 Disposal Element

12.5.1 Inventory of Solid Waste Disposal Facilities

A private construction and demolition debris landfill (permit number 147-012D (C&D) operates in Walton County. Most of the C&D disposed from the County is sent to this landfill but some also goes to Rogers Lake, Phillips Scales, and East Dekalb C&D landfills as well.

Two inert landfills have also been issued a permit by rule in Walton County: one (permit number 147-05IL) in Loganville and one (permit number 147-37IL) in Monroe.

Walton County has a year to year contract with the City of Monroe to deliver waste to the Monroe County transfer station. Walton County pays by the ton. Monroe, in turn, contracts with BFI for hauling and disposal of MSW. Monroe's agreement with BFI is in full force until June of 2009 with three additional 4-year term renewals bringing the contract through 2021. Most of the waste in the County is delivered to Richland Creek but significant amounts are also delivered to Oak Grove and Hickory Ridge landfills. Waste from the County is expected to be delivered over the next ten year planning period to the landfills listed in Table 12-14.

**Table 12-14
Inventory of Disposal Facilities and Thermal Treatment Technologies
To Be Used During the Planning Period (2004-2013)**

Facility Name	Jurisdiction(s) Using Facility	Physical Address	Owner/ Operator	Facility Type	Types of Waste Accepted	Year Expected to Reach Capacity
Oak Grove Landfill	Walton County	E Cherokee Dr Between SRRr5 &SRr20 Canton, GA	USA Waste, Inc.	MSWL	MSW	11/1/2008
Cherokee County Pine Bluff Landfill	Walton County	US 78 4.5 MI E Athens	Athens-Clarke County	MSWL	MSW	1/1/2059
BFI Hickory Ridge Landfill DeKalb County	Walton County	I-285 & Moreland Ave Atlanta, GA	BFI	MSWL	MSW	6/29/2005
BFI Richland Creek Rd Landfill Gwinnett County	Walton County	Off Richland Crk Rd NW of Buford	BFI	MSWL	MSW	1/29/2021

12.5.1.1 Assurance of 10-Year Capacity

Walton County has a year to year contract with the City of Monroe who, in turn, contracts with BFI for hauling and disposal of MSW. Monroe's agreement with BFI is in full force until June of 2009 with three additional 4-year term renewals bringing the contract through 2021, well beyond the 10-year planning period. Table 12-15 shows that the MSW to be disposed from the County is projected to be disposed in the Richland Creek landfill. However, private haulers with independent contracts with residential and commercial customers deliver waste to the landfill of their choice.

**Table 12-15
Disposal Capacity Assurance Summary (2004-2013)**

Oglethorpe County	Current Year (2003)	Year 1 (2004)	Year 2 (2005)	Year 3 (2006)	Year 4 (2007)	Year 5 (2008)	Year 6 (2009)	Year 7 (2010)	Year 8 (2011)	Year 9 (2012)	Year 10 (2013)
Amount of Waste		74,725	78,840	83,182	87,763	92,596	97,695	103,075	105,927	111,761	117,915
Amount to Richland Creek	58,729	61,241	63,829	66,492	69,230	72,042	74,925	76,421	79,412	82,470	83,700
Amount to US-78 C&D landfill	16,877	18,568	20,418	22,441	24,652	27,066	28,928	31,131	34,131	37,397	34,215

¹ Assumes that all waste from the County is delivered to Richland Creek landfill. Private haulers contracting directly with generators may deliver this waste to other landfills.

12.5.1.2 Contingency Strategy

In the event of an emergency or natural disaster, Walton County would rely on the City of Monroe and any contingency plans that they have in place to continue MSW disposal operations.

12.5.2 Assessment of Disposal

With disposal capacity assured through 2021 and an agreement in place with the City of Monroe, it appears that Walton County’s current disposal programs should be sufficient to see the County through the 10-year planning period.

12.5.3 Statement of Needs and Goals

Walton County’s goal is to ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.

12.6 Education and Public Involvement Element

12.6.1 Inventory of Public Education and Involvement

Walton County enforces the anti-dumping ordinance and other solid waste laws and regulations through a dedicated position in the sheriff’s office. The County also has an active Keep Walton Beautiful Program that encourages citizen volunteer participation and produces TV spots and other outreach materials. Table 12-16 summarizes the public education and involvement activities in the County.

**Table 12-16
Existing Environmental Education Initiatives**

Program/Activity	Jurisdictions Covered	Operated by	Target Audience	Description of Impact
Keep Walton Beautiful	Walton County	Walton County	Residents	Promotes awareness of environmental issues
Enforcement Program	Walton County	Sheriffs Department	Residents and Businesses	Promotes awareness of illegal dumping, solid waste laws and penalties.

12.6.2 Assessment of Public Education and Involvement

The enforcement program and Keep Walton Beautiful are able to address the public education and involvement issues regarding solid waste management as the opportunities arise.

12.6.3 Statement of Needs and Goals

Walton County’s goal with regard to public education and involvement is to ensure that residents and businesses in the County understand the issues, needs, and goals of the solid waste management system.

12.7 Land Limitation Element

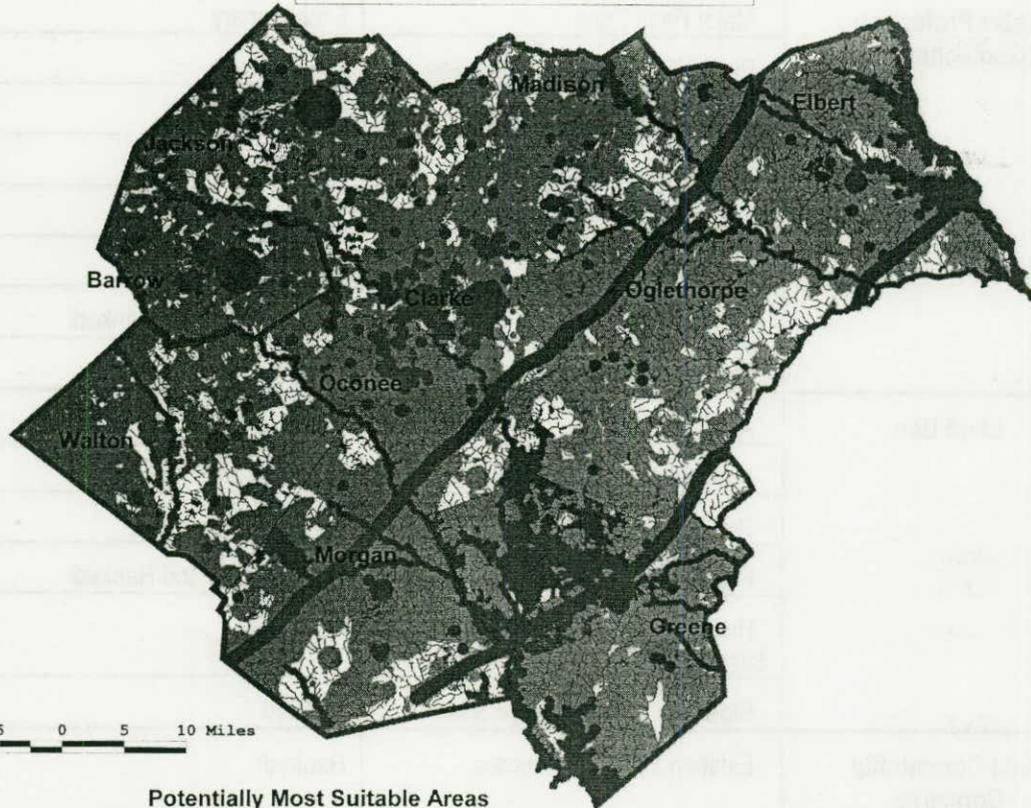
12.7.1 Inventory of Land Areas

In 1997, the Northeast Georgia Solid Waste Management Authority conducted a regional landfill site suitability study. As part of this study, the ten counties developed siting criteria and screened all land within the ten-county area to determine the suitability of all sites for landfill development.

Figure 12-1 shows a map of the ten-county region with areas shaded that are considered unsuitable and of limited suitability for a solid waste disposal facility. These determinations were made based on water protection and land use criteria and host community concerns established by the Northeast Georgia Regional Solid Waste Management Authority. Table 12-17 identifies the criteria and whether the presence of these factors excluded a site altogether or lowered the ranking of the site for landfill suitability.

1997 Update

Composite Map Landfill Suitability



Potentially Most Suitable Areas

County Name	Low Score	High Score	% of County Area
Barrow	17	23	14
Clarke	20	38	16
Elbert	16	24	14
Greene	16	20	12
Jackson	16	32	28
Madison	12	28	24
Morgan	20	30	24
Oconee	24	32	11
Oglethorpe	14	22	25
Walton	12	30	25

Levels of Suitability

- Potentially Most Suitable
- Limited Suitability
- Unsuitable (Excluded)

Date: 9/25/97



NORTHEAST GEORGIA
Regional Solid Waste Management Authority

Figure 12-1

**Table 12-17
Regional Landfill Suitability Criteria**

	Criteria	Type
Water Protection (Geotechnical)	Major Fault Zone	Exclusionary
	Public Drinking Water Sources	Exclusionary
	Hydrologically Sensitive Area	Ranked
	Private Drinking Water Wells	Ranked
	Lakes, Rivers, and Creeks	Exclusionary
	Floodplains	Exclusionary
	Wetlands	Exclusionary and Ranked
	Steep Areas	Exclusionary
Land Use	Airports	Exclusionary
	Nonparticipating County Borders	Exclusionary
	Public Lands and Parks	Exclusionary
	Population Density	Exclusionary and Ranked
	Historic and Key Archaeological Sites	Ranked
	Biological/Rare Element Sites	Ranked
Host Community Concerns	Existing Pollution Sources	Ranked

Walton County does not have a zoning ordinance that would limit where solid waste handling facilities could be sited in the County.

12.7.2 Procedures for Siting Solid Waste Facilities

Any entity requesting a renewal or issuance of a solid waste handling permit from EPD must demonstrate that the facility or facility expansion is consistent with the local government’s solid waste management plan. The County will use the following criteria to determine whether the issuance of the requested permit is consistent with the Solid Waste Management Plan.

- Determine whether the proposed facility or facility expansion is sited in an area deemed unsuitable according to one of the criteria list above (in groundwater recharge area; located within two miles of a municipal water supply; on soils poorly suited for development; on slopes of greater than 25 percent; presence of major highways, roads, and airports; on urban or built up lands; water bodies or wetlands; or on federal, state, or public lands).
- Determine whether the proposed facility or facility expansion is sited in a location that is consistent with local zoning ordinances.

- Determine whether the proposed facility or facility expansion negatively impacts other natural, historical or cultural resources of the County.
- Determine whether the proposed facility or facility expansion negatively impacts the current solid waste management infrastructure of the County;
- Determine whether the proposed facility or facility expansion negatively impacts collection capability and disposal capacity identified in the Plan.
- Determine whether the proposed facility or facility expansion negatively impacts the County's ability to contribute to the State's 25 percent waste reduction goal.
- Determine whether the proposed facility or facility expansion negatively impacts the financial viability of the County's solid waste management system.

No proposed facility or facility expansion will be sited in the County without a letter from the County Commission stating that the facility is consistent with the Solid Waste Management Plan. The County Commission will hold at least one public hearing to gather input to make this determination.

12.7.3 Assessment of Land Limitation

Approximately 75 percent of the land area in Walton County is considered unsuitable or of limited suitability for siting a landfill.

The procedure described above, once put into place, will help ensure that facilities sited in the County are consistent with this Plan.

Based on the limited availability of suitable land and the current number of existing landfills, the County does not anticipate the need for any more facilities.

12.7.4 Needs and Goals

Walton County's Land Limitation goal is to ensure that proposed solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable for such developments.

12.8 Implementation Strategies

12.8.1 Summary of County Needs and Goals

Walton County has established the following needs and goals as part of its Solid Waste Management Plan:

- To ensure efficient and effective collection of solid waste in the County over the next ten years.
- To contribute to the statewide goal of 25 percent per capita reduction in the amount of solid waste disposed of in 1992.

Section 12

- To ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.
- To ensure that residents and businesses in the region understand the issues, needs, and goals of the solid waste
- To ensure that proposed solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable for such developments.
- To achieve a balanced and affordable solid waste management plan implementation strategy, while also meeting the goals and requirements of state law.

12.8.2 Statement/Demonstration of 10-Year Collection Capability

Collection programs for solid waste are sufficient to meet existing community needs. The more populated areas have at the source collection and the convenience centers are available and accept solid waste and recyclables from all citizens. As the population grows, the County will continue to review what is needed to serve community needs.

12.8.3 Statement/Demonstration of 10-Year Disposal Capacity

Walton County has a year to year contract with the City of Monroe who, in turn, contracts with BFI for hauling and disposal of MSW. Monroe's agreement with BFI is in full force until June of 2009 with three additional 4-year term renewals bringing the contract through 2021, well beyond the 10-year planning period.

12.8.4 Short Term Work Program (5-Year List of Programs/Work Activities)

Table 12-18 indicates the five year implementation strategy to meet the County's needs and goals, by element.

<p align="center">Table 12-18 Northeast Georgia Solid Waste Management Plan Short-Term Work Program 2004 - 2008 Walton County</p>									
Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding	
	AMOUNT OF WASTE ELEMENT								
<p><i>Goal: To determine the amount and composition of solid waste generated in the region in order to establish a sound information base upon which to make management decisions and determine if state and local goals are met.</i></p>									
1. The County will use EPD's disposal capacity reports and DCA's waste characterization data to quantify the amount and type of waste disposed in the County.	x	x				County	N/A	N/A	
COLLECTION ELEMENT									
<p><i>Goal: To ensure efficient and effective collection of solid waste in the region over the next ten years.</i></p>									
1. County will continue to operate manned convenience centers using PAYT bag system and free recycling.	x	x	x	x	x	County	10K/site/yr	County	
2. County will continue to license private firms to collect MSW.	x	x	x	x	x	County	\$0	NA	
3. Loganville will continue to contract with a private firm to collect curbside 1/wk and from commercial dumpsters.	x	x	x	x	x	City	\$335K/yr	City	
4. Monroe will continue to collect waste curbside 1/wk and from commercial dumpsters.	x	x	x	x	x	City	\$725K/yr	City	

Table 12-18
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 - 2008
Walton County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
5. Social Circle will continue to contract with a private firm to collect curbside 1/wk and collect from commercial dumpsters.	x	x	x	x	x	City	\$107K/yr	City
6. Walnut Grove will continue to contract with a private firm to collect curbside 1/wk.	x	x	x	x	x	City	\$52K - 57K/yr	City
7. Between, Good Hope, and Jersey will continue to rely on the county SWM program.	x	x	x	x	x	Cities/ County/ Private vendors	\$0	NA

WASTE REDUCTION ELEMENT

Goal: To ensure a 25 percent reduction in the amount of solid waste received at disposal facilities and to sustain waste reduction programs for the next 10 years.

1. County will continue to operate manned convenience centers using PAYT bag system and free recycling.	x	x	x	x	x	County	See under collection	County
2. County will continue to collect corrugated cardboard from some commercial accounts.	x	x	x	x	x	County	Included in general SWM costs.	County
3. County will continue to operate recyclables processing facility.	x	x	x	x	x	County	Included in general SWM costs.	County
4. County and Monroe will continue expanded joint recycling program (city to collect, county to process and market).	x	x	x	x	x	County/ Monroe	Included in collection cost	County/ Monroe

Table 12-18
 Northeast Georgia
 Solid Waste Management Plan Short-Term Work Program
 2004 - 2008
 Walton County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
5. Loganville will contract with private firm licensed by the County for curbside residential recycling. City will continue to operate chipper for yard debris.	x	x	x	x	x	City/ County	Included in collection cost	City
6. Monroe will continue to collect recyclables curbside for delivery to county facility.	x	x	x	x	x	City	Included in collection cost	City
7. Social Circle will continue to contract with a licensed private firm to collect recyclables curbside.	x	x	x	x	x	City	Included in collection costs.	City
8. Between, Good Hope, and Jersey, will continue to rely on county recycling program.	x	x	x	x	x	County	\$0	NA
9. Walnut Grove will continue to contract with County-licensed private firm to collect recyclables curbside.	x	x	x	x	x	City	Included in collection cost	City
10. County will continue to fund Keep Walton Beautiful with full time staff support.	x	x	x	x	x	County	Included in collection cost	County

**Table 12-18
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 – 2008
Walton County**

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
DISPOSAL ELEMENT								
<i>Goal: To ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.</i>								
1. County will continue to dispose of waste at the City of Monroe transfer station.	x	x	x	x	x	County	Included in collection cost	County
2. Loganville will continue to rely on private vendor to dispose of yard waste (at Oak Grove) and MSW at the BFI landfill.	x	x	x	x	x	City	Included in collection cost.	NA
3. Social Circle will continue to rely on private vendor to dispose of waste.	x	x	x	x	x	City	Included in collection cost	NA
4. Walnut Grove will continue to rely on private vendor to dispose of waste (currently at Oak Grove).	x	x	x	x	x	City	Included in collection cost.	NA
5. Monroe will continue to dispose of its waste at the BFI landfill in Bufford.	x	x	x	x	x	City	Included in collection cost	City
PUBLIC EDUCATION AND INVOLVEMENT ELEMENT								
<i>Goal: To ensure that residents and businesses in the region understand the issues, needs, and goals of the solid waste management system.</i>								
1. County will continue to enforce anti-dumping ordinances in cooperation with the Sheriff's Department and local courts.	x	x	x	x	x	County	County budget/grant funds	County

Table 12-18
 Northeast Georgia
 Solid Waste Management Plan Short-Term Work Program
 2004 - 2008
 Walton County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
2. City of Monroe will continue to work with the environmental code officer in the City Marshall's Code Department	x	x	x	x	x	Monroe	--	--
3. County will continue to fund Keep Walton Beautiful with full time staff support.	x	x	x	x	x	County	County budget	County
4. Cities in Walton County will continue to rely on the county education programs.	x	x	x	x	x	County	Collection Fees	NA
LAND LIMITATION ELEMENT								
<i>Goal: To ensure that proposed solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable for such developments.</i>								
1. County will ensure sufficient land use controls are in place.	x	x	x	x	x	County	---	---
2. County will review all permits requests for new solid waste handling facilities or expansions to determine consistency with SWMP.	x	x	x	x	x	County, NEGRSWMA	---	---

LETTER OF PARTICIPATION

A large rectangular area enclosed by a thin black border, intended for writing the letter of participation.



Post Office Box 585
Annex, 132 East Spring Street
Monroe, Georgia 30655



(770) 267-1301
(770) 267-1400 FAX

BOARD OF COMMISSIONERS

January 9, 2004

Mr. Joseph Tichy
Special Projects Coordinator
Northeast Georgia Regional Development Center
305 Research Drive
Athens, GA 30605-2795

Subject: Northeast Georgia Regional Solid Waste Management Plan Update

Dear Joe:

This letter serves as confirmation of Walton County's commitment to participate in the Northeast Georgia Regional Solid Waste Management Plan Update.

The county understands that the update will be a multi-jurisdictional plan covering the ten counties that comprise the Northeast Regional Solid Waste Management Planning Authority and address the following five core planning elements:

- Waste Reduction;
- Collection;
- Disposal;
- Land Limitation; and
- Education and Public Involvement.

The plan will also include a waste stream analysis and implementation schedule.

The County understands that all jurisdictions that agree to plan together will maintain the planning relationships established in the approved and adopted plan throughout the planning period, including the five-year Short-Term Work Program update.

The County further understands that all participating local governments must adopt the Solid Waste Plan, the Short -Term Work Program, Plan Amendments, and/or Plan Updates before the DCA will make an eligibility determination for any of the local governments participating in the plan. If the County decides to break from the planning arrangement, we understand that we will be responsible for preparing our own individual solid waste management plan.

The County agrees to participate in two public hearings held on behalf of all participating jurisdictions at a central location in the area served by the plan, following all County specific public hearing notice procedures for due notification of the hearings.

Sincerely,

A handwritten signature in black ink that reads "Kevin W. Little". The signature is written in a cursive, slightly slanted style.

Kevin W. Little

Chairman

Walton County Board of Commissioners

cc: Michael Turner

Elaine Oakes



Waste Services, LLC

September 24, 2004

Mr. Steve Worley, Public Works Director
City of Monroe Department of Public Works
213 Cherry Hill Road
Monroe, Georgia 30655

Dear Mr. Worley:

This letter serves as a disposal capacity assurance for waste generated by Walton County and transferred through the City of Monroe transfer station from 2004 to 2013. The waste from Walton County will be going to the following landfill:

Richland Creek Landfill; solid waste permit no. 067-032D(SL), located at 5691 South Richland Creek Road, Buford, GA 30518

Georgia EPD permit number for the landfill where Walton County's waste will be disposed for the next ten years is 067-032D(SL). This assurance is based upon Walton County and the municipalities of Monroe, Between, Good Hope, Jersey and Loganville, disposing of approximately 72,000 tons of waste at this facility on an annual basis.

Sincerely,

Monica Moseley
BFI Atlanta Landfill Division

JUL 17 REC'D

WASTE DISPOSAL AGREEMENT

This agreement (this "Agreement") is made as of the 4th day of June, 2002 by and between **The City of Monroe, Georgia**, a Georgia Municipal Corporation (hereinafter referred to as "Monroe"), and Walton County, a Political Subdivision of the State of Georgia (hereinafter referred to as "the County").

WHEREAS, Monroe owns and operates a solid waste transfer station permitted by the Environmental Protection Division of the Georgia Department of Natural Resources to receive municipal solid waste (hereinafter referred to as "MSW");

WHEREAS, the County is in need of disposal services for MSW;

NOW THEREFORE, in consideration of these recitals and other good and valuable consideration the sufficiency of which is hereby acknowledged, it is agreed as follows:

ITEM 1. Hours of operation of the Transfer Station (unless otherwise reasonably adjusted by the City) shall be 6:00 a.m. to 4:00 p.m. Monday through Thursday, and Friday from 6:00 a.m. to 3:30 p.m. excluding the following holidays: New Years Day, Martin Luther King's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas Day.

ITEM 2. The effective date of this Agreement shall be June 4, 2002 (hereinafter referred to as the "Effective Date"). This Agreement shall be in effect for an initial period commencing on the Effective Date and ending one (1) year thereafter unless terminated pursuant to the terms of this Agreement. This Agreement may be renewed for additional one-year terms of up to three (3) additional terms. This Agreement shall automatically be renewed for an additional one year term upon expiration of each then expiring period unless Monroe or the County gives thirty (30) days prior written notice of its intention to terminate this Agreement at the end of the then expiring term.

ITEM 3. For its services hereunder, Monroe will be paid as follows:
\$32.00 per ton when MSW received is less than 300 tons per month.
\$31.00 per ton when MSW received is less than 500 tons, but greater than 300 tons per month.
\$30.00 per ton when MSW received is less than 1,000 tons, but greater than 500 tons per month.
\$29.00 per ton when MSW received is greater than 1,000 tons per month.

Upon each anniversary of the Effective Date, the per ton rate to be paid Monroe by the County shall be adjusted by increasing the per ton rate in effect as of the beginning of the prior year under this Agreement. Such increases will require fifteen (15) days written notice by Monroe.

ITEM 4. Monroe shall invoice the County once per month and the County will pay Monroe within thirty (30) days of receipt of the invoice. Monroe shall use the scale at the Transfer Station to weigh the MSW of the County for invoicing purposes. Both Monroe and the County shall have the right to test such scale at such testing party's cost to verify the accuracy thereof at any time during the term of this Agreement.

ITEM 5. Monroe and the County represent and agree that, in all matters relating to the collection and disposal of MSW hereunder, each party is currently in compliance and will comply in the future with all applicable federal, state and local laws, regulations, rules and orders relating to such activities, has and will maintain all required permits and licenses necessary to perform hereunder, and will immediately notify the other parties, and provide copies of all future citations, notices of violations, or other similar notifications during the term of this Agreement.

ITEM 6. The County shall indemnify and hold harmless Monroe, their officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expense, and reasonable attorneys' fees resulting from a willful or negligent act or omission of the County, its officers, agents, servants and employees during the term of this Agreement.

ITEM 7. Only MSW shall be acceptable for disposal at the Transfer Station. Monroe shall have the right to refuse to accept for disposal materials not meeting the definition of MSW.

For purposes of this Agreement, the term "MSW" shall mean solid waste, garbage, trash, and other types of waste material that is permitted by the permits and licenses held by Monroe at the Transfer Station, pursuant to present or future State and Federal laws, rules and regulations; provided, however, in no event shall MSW include any Hazardous Waste, Special Waste or Yard Waste which are each defined below.

"Hazardous Waste" shall mean any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or other applicable federal agency or by the Georgia Department of Environmental Protection or any agency or division having jurisdiction or any other governmental entity having jurisdiction to be "hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous or toxic" as those terms are defined by or pursuant to Federal or State law so as to prohibit said waste from being disposed of at facilities of the same type and character as the Monroe Transfer Station .

"Special Waste" shall mean any waste which requires special processing, handling, or disposal techniques which are different from the techniques normally utilized for handling or disposal or contains an added element of expense to transport or dispose of as determined by Monroe in accordance with normal waste industry standards. Examples of such Special Waste types include, but are not limited to: mining wastes, fly ash, combustion ash, sludges, drilling fluids and drill cuttings, asbestos, industrial wastes, liquid wastes, infectious wastes and residue, pollution control residue, debris or contaminated soil and water from the cleanup of a spill.

"Yard Waste" shall mean grass clippings, tree trimmings, shrubs, leaves, tree trunks, or any other organic material commonly found as material removed from one's yard whether residential or commercial.

ITEM 8. Both Monroe and the County shall at all times during the term of this Agreement maintain the following insurance coverage in the amount not less than:

General Liability	\$1,000,000.00 per any one claim
Automotive Liability combined single limit per claim.	\$1,000,000.00 bodily injury and property damage,
Employer's Liability	\$1,000,000.00 per any one claim

This policy or policies shall name Monroe as additional insured and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving Monroe sixty (60) days notice in writing.

ITEM 9. This Agreement constitutes the entire understanding between the parties and shall be binding upon all parties hereto, their successors, heirs, representative and assigns. Monroe shall have the right to terminate this agreement with or without cause by providing thirty days (30) written notice to the County.

ITEM 10. Whenever written notice is required for any purpose of this Agreement, such notice shall be delivered in person or sent by registered or certified mail to the addresses set forth below, which address may be changed upon proper notice to the other party. If a notice is delivered in person, it shall be deemed received as of the date delivered to the addressee. If a notice is sent by registered or certified mail, it shall be deemed received as of the earlier of three (3) days after the date on which the notice was deposited in the United States mail, properly addressed, with sufficient postage affixed thereto to insure delivery.

a. Notice Monroe:

Julian L. Jackson, City Administrator
City of Monroe
P.O. Box 1249
Monroe, Georgia 30655

b. Notice to the County

Kevin Little, Chairman
Walton County Board of Commissioners
P.O. Box 585
Monroe, Georgia 30655

In witness whereof, the parties hereto have caused their respective names to be signed by their duly authorized officers and representatives as of the day and year below written.

CITY OF MONROE, GEORGIA

BY: Kevin W. Little
Kevin Little
Chairman

BY: Harry Knight
Harry Knight
Mayor

ATTEST:
BY: Leta Talbird
Leta Talbird
County Clerk

ATTEST:
BY: Julian L. Jackson
Julian L. Jackson
City Administrator



WASTE TRANSPORT AND DISPOSAL AGREEMENT

This agreement (this "Agreement") is made as of the 1st day of June, 2001 by and between **The City of Monroe, Georgia**, a Georgia Municipal Corporation (hereinafter referred to as the "City"), and **BFI Waste Systems of North America, Inc.**, a Delaware corporation authorized to do business in the State of Georgia (hereinafter referred to as "BFI").

WHEREAS, the City is in need of an entity willing to transport and dispose of municipal solid waste (hereinafter referred to as "MSW") in an environmentally sound and economically sensible manner from its transfer station which is in the process of being constructed (the "Transfer Station") to a Subtitle D landfill;

WHEREAS, BFI owns and operates such landfills in Georgia which are permitted by the Environmental Protection Division of the Georgia Department of Natural Resources to receive MSW;

WHEREAS, BFI assures the City that they have sufficient capacity at these Subtitle D landfills to honor this Agreement for a period of twenty (20) years;

WHEREAS, BFI is willing to commit to deliver certain amounts of MSW to the Transfer Station;

WHEREAS, BFI is willing to take possession of and assume responsibility for removing from the staging area, transporting and disposing the MSW from such Transfer Station to an EPD permitted Subtitle D landfill, upon the terms and conditions set forth in this Agreement, and in accordance with the provisions of the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. 12-8-20, et. seq., as amended and the Rules of Georgia Department of Natural Resources Environmental Protection Division, Chapter 391-3-4, Solid Waste Management;

NOW THEREFORE, in consideration of these recitals and other good and valuable consideration the sufficiency of which is hereby acknowledged, it is agreed as follows:

ITEM 1. The City will submit, or cause to have submitted, all of the MSW collected at the Transfer Station to BFI.

ITEM 2. BFI agrees to remove from the Transfer Station and deliver to a Subtitle D Environmental Protection Division-permitted landfill all acceptable MSW collected at the Transfer Station. BFI shall provide sufficient long haul MSW transfer trailers and power units to remove such MSW. All equipment (trucks and trailers) must be reasonably clean in accordance with industry standards and in sound operating condition at all times. Trailers shall be designed so as to transport approximately twenty-two (22) tons of MSW using moderate compaction. When removing and transporting MSW, all

trailers shall be covered to prevent littering and comply with all local, state, and federal laws, rules and regulations relating to the removal and transportation of MSW. There will be a minimum twenty-two (22) ton limit per trailer load on tipper-style trailers designed for the weight or greater.

ITEM 3. It shall be the responsibility of the City to load the trailers in a manner to fully utilize trailer capacity. The City shall be responsible for moving such loaded transfer trailers out of the Transfer Station to a staging area on the driveway outside of the Transfer Station for BFI's hauling such loaded transfer trailers. The City shall also be responsible for moving empty trailers from outside the Transfer Station into the Transfer Station. The City will be liable for any damage to property of BFI or its subcontractors caused by the loading of MSW into trailers or the moving of such trailers to the staging area or the moving of such trailers into the Transfer Station by City employees or agents, excepting normal wear and tear of such trailers. The City will be liable for all over-weight tickets which are received by the transfer trailers.

ITEM 4. Hours of operation of the Transfer Station (unless otherwise reasonably adjusted by the City) shall be 5:00 a.m. to 4:00 p.m. Monday through Friday, excluding the following holidays: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas Day. BFI shall provide sufficient long-haul MSW transfer trailers and power units to promptly remove MSW from the Transfer Station during its hours of operation.

ITEM 5. The effective date of this Agreement shall be June 1, 2001 unless the Transfer Station is not finished with construction by such date in which case the City shall notify BFI in writing at least five (5) business days prior to the date on which the Transfer Station is ready for operation and the date so specified in such notice shall be the effective date for purposes of this Agreement (hereinafter referred to as the "Effective Date"). This Agreement shall be in effect for an initial period commencing on the Effective Date and ending eight (8) years thereafter unless terminated pursuant to the terms of this Agreement. This Agreement may be renewed for additional four-year terms of up to three (3) additional terms. This Agreement shall automatically be renewed for an additional four year term upon expiration of each then expiring period unless BFI or the City gives sixty (60) days prior written notice of its intention to terminate this Agreement at the end of the then expiring term with such notice stating (i) if the City is the one not renewing, that it will discontinue operations at its Transfer Station or that the volume of MSW is such that it is no longer feasible to continue its Transfer Station operations in the City's opinion or (ii) if BFI is the one not renewing, that MSW from the Transfer Station operations are less than 1,000 tons per month, including the MSW which BFI delivers pursuant to this Agreement. The giving of the notice described in the foregoing sentence shall cause this Agreement to terminate effective at the end of the then expiring term.

ITEM 6. The parties acknowledge that the per ton rate agreed to by BFI in Item 7 of this Agreement is based upon the expected amount of total MSW received at the Transfer Station and generated by the citizens of the City. The City in no fashion guarantees the amount of MSW it will receive.

ITEM 7. For its services hereunder, BFI shall be paid by the City \$24.35 per ton of MSW transported. Upon each anniversary of the Effective Date, the per ton rate to be paid BFI shall be adjusted by increasing the per ton rate in effect as of the beginning of the prior year under this Agreement by each of the following (i) the percentage increase, if any, in State, local taxes, or fees, (ii) the percentage increase, if any, in fuel costs for providing transportation under this Agreement during the previous year as measured by a fuel costs index in the Greater Atlanta Metropolitan Area selected by BFI, (iii) the increase, if any, in insurance premiums for providing the services under this Agreement, and (iv) the increase, if any, in the Consumer Price Index times 80% from the beginning of the prior year under this Agreement to the then-most-recent date for which such statistics are available (the "CPI Increase"); provided, however, that the CPI Increase may not exceed two percent (2%) in any given year under this Agreement. The per ton rate shall take effect thirty (30) days after written notice of such increases is received by the City. For tipper-style trailer loads, which average less than twenty-two (22) tons of MSW over any one (1) month period, the following additional charges apply:

A. Thirty three (33) cents (\$.33) per ton for each load averaging below 22 tons times (22 ton average less the actual tons) x actual tons. Example: If during a month the average of all loads was 21.0 tons then the additional charge will be \$7.26 for all loads calculated as follows: $\$.33 \times (22.0 - 21.0) \times 21.0 \times 1 \text{ load} = \7.26 per load times the actual number of loads during such month. **6.93 - 102/11*
\$ 6.93 - 102/11

ITEM 8. BFI shall invoice the City once per month and the City will pay BFI within thirty (30) days of receipt of invoice. BFI shall use the scale at the Transfer Station to weigh the MSW of the City for invoicing purposes. Both BFI and the City shall have the right to test such scale at such testing party's cost to verify the accuracy thereof at any time during the term of this Agreement.

ITEM 9. BFI commits that for the length of this Agreement and for all extensions of this Agreement, it will deliver average monthly tons of at least one thousand five hundred (1,500) tons of MSW to the Transfer Station. In the event BFI fails to deliver average monthly tons of at least 1,500 tons to the Transfer Station in any given quarter, it shall still be responsible for payment of \$4.65 per ton, as adjusted as described below, for each ton below the 1,500 tons average per month. BFI and the City further agree the disposal rate for inbound tons from BFI will be charged by the City at \$29.00 per ton. After the first year under this Agreement, BFI's per ton rate for inbound tons will be calculated by adjusting the \$4.65 spread by all adjustments made pursuant to Item 7 of this Agreement and adding that amount to the adjusted rate BFI charges the City. For example: (At the beginning of this Agreement the City's rate for disposal and transport is \$24.35 and BFI's rate for inbound tons is \$29.00. BFI notifies the City pursuant to Item 7 of this Agreement that a 2% percent increase is forthcoming for the next year. The \$24.35 per ton rate BFI charges the City will be increased to \$24.84. The spread is automatically increased by the same 2% percent to \$4.74, then the \$4.74 is added to the \$24.84 for a total of \$29.58 which will be BFI's new favored nations rate for inbound tons.) The only exception to the foregoing calculations being in the event the

City does not maintain an average of 22 tons per load as described in Item 7 above. The City also commits that it shall not provide a rate any lower than the favored nations rate provided to BFI, to any other user of the Transfer Station.

ITEM 10. The City shall invoice BFI once per month and BFI will pay the City within thirty (30) days of receipt of the invoice. The City shall use the scale at the Transfer Station to weigh the MSW of BFI for invoicing purposes. Both BFI and the City shall have the right to test such scale at such testing party's cost to verify the accuracy thereof at any time during the term of this Agreement.

ITEM 11. The City, and BFI represent and agree that, in all matters relating to the removal of MSW hereunder, each party is currently in compliance and will comply in the future with all applicable federal, state and local laws, regulations, rules and orders relating to such activities, has and will maintain all required permits and licenses necessary to perform hereunder, and will immediately notify the other parties, and provide copies of all future citations, notices of violations, or other similar notifications during the term of this Agreement.

ITEM 12. BFI shall indemnify and hold harmless the City, their officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expense, and reasonable attorneys' fees resulting from a willful or negligent act or omission of BFI, its officers, agents, servants and employees in removing from the staging area, transporting and disposing of MSW to a Subtitle D landfill during the term of this Agreement.

ITEM 13. The City shall indemnify and hold harmless BFI, their officers, agents, subcontractors, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expense, and reasonable attorneys' fees resulting from a willful or negligent act or omission of the City, its officers, agents, servants and employees in transferring MSW at the Transfer Station, loading the trailers, moving them to the staging area and moving unloaded trailers into the Transfer Station during the term of this Agreement.

ITEM 14. In the event that BFI does not provide sufficient vehicles to remove any MSW from the staging area within ^{twenty-four (24) hours} ~~forty-eight (48) hours~~ of its set up at the staging area of the Transfer Station or such time required by State or Federal laws, rules or regulations and such failure to remove MSW is not due to any act or failure to act by employees, contractors or agents of the City, the City shall have the right to contract, on a temporary basis until BFI rectifies the problem, with another waste hauler at BFI's expense (not to exceed BFI's then current subcontract hauler's rate as supported by past invoices from such then current subcontract hauler) to remove such MSW that has remained at the staging area of the Transfer Station longer than ^{30 days} ~~48 hours~~ or such time required by State or Federal laws, rules, or regulations provided that the City's contract with such other waste hauler requires that all MSW from the Transfer Station be hauled to BFI's landfill for payment by the City pursuant to this Agreement (the payment

obligations of the City to BFI under this Agreement remain unaffected because BFI is reimbursing the City for such other waste hauler's fee as described above).

ITEM 15. In the event that BFI does not provide sufficient empty trailers so that the City may load them and deliver them to the staging area in order to keep the tipping floor reasonably free of MSW at the close of business of each working day and such failure of lack of trailer capacity is not due to any act or failure to act by employees, contractors or agents of the City, the City shall have the right to contract, on a temporary basis until BFI rectifies the problem, with another waste hauler at BFI's expense (not to exceed BFI's then current subcontract hauler's rate as supported by past invoices from such then current subcontract hauler) to remove such MSW incurred as a result of the lack of sufficient empty trailers provided that the City's contract with such other waste hauler requires that all MSW from the Transfer Station be hauled to BFI's landfill for payment by the City pursuant to this Agreement (the payment obligations of the City to BFI under this Agreement remain unaffected because BFI is reimbursing the City for such other waste hauler's fee as described above).

ITEM 16. Only MSW shall be acceptable for transfer at the Transfer Station and transporting by BFI and disposal by BFI at the landfill. The City and BFI shall have the right to refuse to accept for disposal materials not meeting the definition of MSW.

For purposes of this Agreement, the term "MSW" shall mean solid waste, garbage, trash, construction and demolition debris and other types of waste material that is permitted by the permits and licenses held by the City at the Transfer Station and by BFI at the landfill, pursuant to present or future State and Federal laws, rules and regulations; provided, however, in no event shall MSW include any Hazardous Waste, Special Waste or Yard Waste which are each defined below.

"Hazardous Waste" shall mean any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or other applicable federal agency or by the Georgia Department of Environmental Protection or any agency or division having jurisdiction or any other governmental entity having jurisdiction to be "hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous or toxic" as those terms are defined by or pursuant to Federal or State law so as to prohibit said waste from being disposed of at facilities of the same type and character as the City Transfer Station or the BFI landfill.

"Special Waste" shall mean any waste which requires special processing, handling, or disposal techniques which are different from the techniques normally utilized for handling or disposal or contains an added element of expense to transport or dispose of as determined by the City and BFI in accordance with normal waste industry standards. Examples of such Special Waste types include, but are not limited to: mining wastes, fly ash, combustion ash, sludges, drilling fluids and drill cuttings, asbestos, industrial wastes, liquid wastes, infectious wastes and residue, pollution control residue, debris or contaminated soil and water from the cleanup of a spill.

"Yard Waste" shall mean grass clippings, tree trimmings, shrubs, leaves, tree trunks, or any other organic material commonly found as material removed from one's yard whether residential or commercial.

ITEM 17. BFI shall at all times during the term of this Agreement maintain the following insurance coverage in the amount not less than:

General Liability \$2,000,000.00 per any one claim

Automotive Liability \$1,000,000.00 bodily injury and property damage, combined single limit per claim.

Property Damage \$1,000,000.00 per any one claim

Umbrella Liability \$4,000,000.00 per occurrence or claim to protect itself, its agents and its employees from claims for damage for personal injury, including wrongful accidental death and property damage which may arise from operations under this Agreement.

This policy or policies shall name the City as additional insured and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the City thirty (30) days notice in writing.

ITEM 18. Nothing in this Agreement shall be construed to create a partnership or a joint venture between BFI and the City. BFI shall perform its obligation hereunder as an independent contractor.

ITEM 19. Any delay in or failure of performance of either party hereto shall not constitute a default hereunder or give rise to any claims for damages if and to the extent that such delay or failure is caused by occurrences beyond the control of the party affected – including, but not limited to act of God, acts of War, rebellion, riot, civil disturbance or sabotage, or damage resulting therefrom; fires, floods, winter storms, explosions and which, by the exercise of reasonable diligence, said party is unable to prevent or provide against. A party whose performance is affected by any of the above causes shall give written notice thereof to the other party as soon as reasonably practical, and shall proceed with due diligence to remove such cause. Should BFI be unable to perform its duties for the above sated reasons, the City shall have the right to secure MSW transfer services from another service provider until such time as BFI is fully operational. If BFI fails to remove the cause for the delay or the failure to perform within a reasonable time, the City may terminate this Agreement.

In the event of default, the non-defaulting party shall have the right, but not the obligation to cure such default and to charge the defaulting party for the cost of curing such defaults, including the right to offset the cost against any sums due or that become due to the defaulting party under this Agreement. The non-defaulting party shall use the most economically reasonable method of curing any such default. Further, this

Agreement may be terminated by the non-defaulting party for any material breach (i.e., a failure to comply with any of the significant provisions of this Agreement, or applicable local, state or federal law) not cured within thirty (30) days of written notice of such default.

ITEM 20. This Agreement constitutes the entire understanding between the parties and shall be binding upon all parties hereto, their successors, heirs, representative and assigns. In the event BFI enters into an agreement to sell or transfer all or substantially all of its stock, property, or assets, the buyer assumes all rights and obligations hereunder without the prior written consent of the City. BFI may subcontract the transportation and the provision of trailers portion of the work under this Agreement to another entity which has all required permits and licenses to perform such portion of the work hereunder.

ITEM 21. Whenever written notice is required for any purpose of this Agreement, such notice shall be delivered in person or sent by registered or certified mail to the addresses set forth below, which address may be changed upon proper notice to the other party. If a notice is delivered in person, it shall be deemed received as of the date delivered to the addressee. If a notice is sent by registered or certified mail, it shall be deemed received as of the earlier of three (3) days after the date on which the notice was deposited in the United States mail, properly addressed, with sufficient postage affixed thereto to insure delivery.

a. Notice to the City:

City of Monroe
P.O. Box 1249
Monroe, Georgia 30655

b. Notice to BFI:

BFI
3045 Bankhead Hwy, NW
Atlanta, Georgia 30318
Attn: General Manager

[Signatures on following page.]

In witness whereof, the parties hereto have caused their respective names to be signed by their duly authorized officers and representatives as of the day and year below written.

**BFI WASTE SYSTEMS OF
NORTH AMERICA, INC.**

BY: [Signature]
NAME: GENE BARNES
TITLE: GENERAL MANAGER

CITY OF MONROE, GEORGIA

BY: [Signature]
NAME: David F. Dickinson
TITLE: Mayor

ATTEST:

BY: [Signature]
NAME: Helen Gutshall
TITLE: Office Manager

ATTEST:

BY: [Signature]
NAME: Julian L. Jackson
TITLE: City Administrator

[Signature]

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
Willis North America, Inc. - Regional Cert Center
11201 N. Tatum Boulevard
Suite 300
Phoenix AZ 85028
(877) 559-6769

216743

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

19380-004 (PHIX)
COMPANY A American Home Assurance Company

19445-001 (PHIX)
COMPANY B National Union Fire Ins. Co. of Pittsburgh, PA

23817-002 (PHIX)
COMPANY C Illinois National Ins. Co.

19429-004 (PHIX)
COMPANY D Ins. Co. of the State of PA

INSURED

ALLIED WASTE INDUSTRIES, INC.
(NAMED INSD. CON.T BELOW)
15880 N. GREENWAY-HAYDEN
LOOP, SUITE 100
SCOTTSDALE AZ 85260

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	GL6123083	01-JAN-2001	01-JAN-2002	GENERAL AGGREGATE \$ 10,000,000 PRODUCTS-COMP/OP AGG \$ 5,000,000 PERSONAL & ADV INJURY \$ 2,500,000 EACH OCCURRENCE \$ 2,500,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA5347426 CA5348171	01-JAN-2001 01-JAN-2001	01-JAN-2002 01-JAN-2002	COMBINED SINGLE LIMIT \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	BE7396350	01-JAN-2001	01-JAN-2002	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC3475113 WC5274777 WC5274778 WC5275732	01-JAN-2001 01-JAN-2001 01-JAN-2001 01-JAN-2001	01-JAN-2002 01-JAN-2002 01-JAN-2002 01-JAN-2002	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE-POLICY LIMIT \$ 1,000,000 EL DISEASE-EA EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

SEE ATTACHED

CERTIFICATE HOLDER

CITY OF MONROE, GEORGIA
PO BOX 1249
ATTN: MAYOR
MONROE GA 30655

CANCELLATION NonPayment-Statutory

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John B. Jacobs

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

216743

ALLIED WASTE INDUSTRIES, INC.
(NAMED INSD. CONT BELOW)
15880 N. GREENWAY-HAYDEN
LOOP, SUITE 100
SCOTTSDALE AZ 85260

PRODUCER

Willis North America, Inc. - Regional Cert Center
11201 N. Tatum Boulevard
Suite 300
Phoenix AZ 85028
(877) 559-6769

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

NAMED INSURED INCLUDES - BFI WASTE SYSTEMS OF NORTH AMERICA, INC.

Workers Compensation - Additional Policy:

Insurance Company	Policy #	Eff./Exp. Dates
American Home Assurance	WC3475115	01/01/01 - 01/01/02
American Home Assurance	Wc5275573	01/01/01 - 01/01/02

Employers Liability (Stop Gap) coverage for Monopolistic States is included:

\$1,000,000 Each Accident
\$1,000,000 Disease - Policy Limit
\$1,000,000 Disease - Limit Each Employee

Certificate holder is additional insured, except for workers compensation, if required by written contract.

CERTIFICATE HOLDER

CITY OF MONROE, GEORGIA
PO BOX 1249
ATTN: MAYOR
MONROE GA 30655

CANCELLATION NonPayment-Statutory

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John B. Jacobs

04/10/01 TUE 14:24 FAX 404 7924477

BFI SALES DEPT

001

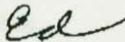
Edward Hood, PG
Southeast Region
Environmental Manager
Allied Waste Industries
5691 S. Richland Creek Rd
Buford, GA 30518
770-271-3575

To the City of Monroe:

Richland Creek Road Landfill has a projected remaining airspace volume of 23,223,176 cubic yards as of December 31, 2001. Assuming current average daily tonnage with adjustments for future consumption the landfill has a projected life of approximately 26 years from December 31, 2001.

If you have any questions please call me at 770-271-3575.

Sincerely Yours,



Edward Hood
Environmental Manager

ORDINANCES AND
AGREEMENTS

GEORGIA, WALTON COUNTY.

SOLID WASTE COLLECTION AND DISPOSAL SERVICES ORDINANCE

TITLE

An ordinance providing for the orderly disposal of solid waste; the licensing of residential and commercial collection and disposal of waste; the prescribing of penalties for the violation of the Ordinance and for other purposes related thereto.

ENACTMENT CLAUSE

For the purpose of promoting the health, safety and general welfare of the present and future inhabitants of Walton County and to provide an orderly and safe disposal of waste, the Board of Commissioners of Walton County does hereby ordain and enact into law the following:

Section One. Definitions. All terms used herein shall have the definitions ascribed to them in O.C.G.A. Chapter 8, Article 12, as it is in effect on February 21, 1998.

(a) Commercial Establishment. Any hotel, motel, apartment dwelling, rooming house, business, industrial, public or semipublic establishment of any nature or kind whatsoever other than a one or two family dwelling unit or condominium.

(b) Construction/Demolition waste. Waste building materials and rubble resulting from construction, remodeling, repair and demolition operations of pavement, houses, commercial buildings and other structures. Such wastes include, but are not limited to, asbestos, container 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.

(c) Licensee. A person granted a license by Walton County who, under written agreements for compensation by those receiving services, does the work of collecting and transporting solid waste from industries, offices, retail outlets, businesses, institutions and similar locations or from residential dwellings; provided however, this definition shall not include an individual collecting and transporting waste from his own single family dwelling unit.

(d) Open Dump. A disposal facility at which solid waste from one or more sources is consolidated and left to decompose,

burn or to otherwise create a threat to human health or the environment.

(e) Owner. Any person owning, leasing, renting, occupying, managing or controlling any premises in the jurisdiction of Walton County.

(f) Person. The State of Georgia or any other state agency or institution thereof, and any municipality, county, political subdivision, public or private corporation, limited liability company, solid waste authority, special district empowered to engage in solid waste management activities, individual, partnership, association or other entity in Georgia or any other state. This term also includes any officer or governing or managing body of any municipality, political subdivision, solid waste authority, special district empowered to engage in solid waste activities, or public or private corporation in Georgia or any other state. This term also includes employees, departments and agencies of the federal government.

(g) Plastic Bag. A polyethylene or other heavy duty plastic bag meeting the National Sanitation Foundation Standard of at least 1.5 mills and not exceeding a thirty two-gallon capacity, with securing twist ties.

(h) Putrescible Waste. Wastes that are capable of being decomposed by microorganisms. Examples of putrescible waste include, but are not necessarily limited to, kitchen wastes, animal manure, offal, hatchery and poultry processing plant wastes and garbage.

(i) Reclamation. A controlled method of sorting and storing material from solid wastes for future use.

(j) Recovered materials. Materials which have known use, reuse, or recycling potential; can be feasibly used, reused, or recycled; and have been diverted or removed from the solid waste stream for sale, use, reuse, or recycling, whether or not requiring subsequent separation and processing.

(k) Refuse. Garbage, rubbish or commercial solid waste.

(l) Rubbish. Discarded waste paper, cartons, boxes, wood, tree branches, yard trimmings, furniture, appliances, metals, cans, glass crockery, dunnage or similar materials.

(m) Sanitary Landfill. A disposal site where putrescible solid wastes are disposed of by means of placing an earth cover

thereon and which is approved by state and federal authorities for such purpose.

(n) Walton County. When used in this Ordinance, Walton County shall refer to the Walton County Board of Commissioners or its designees.

(o) Waste Stream. The total flow of solid waste from residential units, commercial establishments, condominiums, apartments, institutions and the like to its ultimate disposal site or facility.

Section Two. General.

(a) No person shall engage in solid waste handling in a manner which will: be conducive to insect and rodent infestation or the harboring and feeding of wild dogs or other animals; impair the air quality; impair the quality of the ground or surface waters; impair the quality of the environment; or create other hazards to the public health, safety or well-being.

(b) Provisions of this ordinance apply to all persons presently engaged in solid waste handling as well as all persons to engage in solid waste handling in the future.

Section Three. Exemptions.

(a) Provisions of this ordinance shall not apply to owners of record of all one and two family dwellings, condominiums or multifamily dwelling units who dispose of solid waste by self-hauling such waste to a state approved landfill or to a collection center operated by Walton County. Upon evidence of improper disposal, failure to provide proof of proper disposal upon request by county officials (receipts, canceled checks or other proof of payment) shall be a violation of this Ordinance, punishable as set forth in Section Fourteen.

(b) Provisions of this ordinance shall not apply to any person collecting and disposing of municipal solid waste, commercial solid waste, construction/demolition waste or industrial waste, but not charging a fee, and who is a holder of a valid solid waste handling permit from the Director of the Environmental Protection Division of the Georgia Department of Natural Resources pursuant to Rules of Georgia Department of Natural Resources Environmental Protection Division 391-3-4-.02 and 391-3-4-.06 for disposal or on-site burial. Such disposal shall be governed by State Environmental Protection Division

regulations.

(c) No provision of this ordinance shall be deemed to require Walton County to secure a license or to otherwise engage in any acts not required by provisions of either state or federal law.

Section Four. Prohibited Acts.

(a) No person shall engage in solid waste handling except in such a manner as to conform to and comply with this Ordinance and all applicable state and federal legislation, rules, regulations and orders.

(b) No person shall collect and dispose of municipal solid waste for a fee without obtaining a license from Walton County.

(c) No solid waste may be disposed of by any person in an open dump, nor may any person cause, suffer, allow or permit open dumping on his property as defined by the Rules of the Georgia Department of Natural Resources, EPD, Chapter 391-3-4-04.

(1) A person shall be presumed to have violated this provision if, upon written notification that litter or solid waste has been dumped on that person's property, not otherwise subject to the provisions of O.C.G.A. Section 16-7-51, through 16-7-54, that person fails to provide Walton County, within fifteen days of notification, with written assurance that the accumulation of litter or solid waste will be properly disposed of within thirty days from the original date of notification and subsequently provides proof of such disposal.

(2) No person who first informs Walton County in writing that illegal dumping has occurred on a particular parcel of that person's property shall be deemed to have violated this provision, if such person provides written assurance all accumulated litter or solid waste will be properly disposed of within forty-five days of the date of such written notification and subsequently provides proof of such disposal.

(d) The owner or occupant of any premises, office, business establishment, institution, industry or similar facility shall be responsible for the collection and transportation of all solid waste accumulated at the premises, office, business establishment, institution or similar facility to a solid waste handling facility operating in compliance with the Georgia Environmental Protection Division Rules and Regulations.

(e) No owner or occupant shall allow the accumulation on his or her residential unit or commercial establishment of solid waste where such solid waste creates or may create a health hazard to neighbors or other citizens, or is unsightly, or emits foul or obnoxious odors which constitute either a public or private nuisance. Such conduct shall constitute a violation of this Ordinance. Nothing in this Ordinance shall limit the right of any person to use poultry or other animal manure for fertilizer.

Section Five. Licenses.

(a) Non-exclusive licenses for residential or commercial collection and disposal shall be granted upon application to Walton County provided licensees meet at least the minimum requirements set out in Section Six. Licenses for the collection and disposal of solid waste shall be granted for a period of one calendar year from January 1 to December 31.

(b) Collection services in residential areas shall be limited to the hours between 7:00 a.m. and 7:00 p.m.

Section Six. Requirements for Licensees.

All licensees must meet the following minimum requirements:

(a) Permit. Prior to engaging in solid waste handling in Walton County, a licensee must have obtained a solid waste handling permit from the Director of the Environmental Protection Division of the Georgia Department of Natural Resources or any successor agency authorized to issue permits pursuant to O.C.G.A. §12-8-24.

(b) Insurance. At the time of submission of a license application and prior to engaging in solid waste handling in Walton County, and, annually thereafter, each licensee shall provide to Walton County proof of insurance as follows:

- (1) Statutory workers, compensation insurance.
 - a) Employer's liability for bodily injury by accident = \$100,000.00 each accident.
 - b) Employer's liability for bodily injury by disease = \$500,000.00 policy limit, \$100,000.00 each employee.
- (2) Comprehensive general liability insurance \$1,000,000.00.
- (3) Vehicle liability.
 - a) \$500,000.00 limit per occurrence for bodily injury and property damage.
 - b) All insurance contracts must specify vehicles for "solid waste collection."
- (4) Umbrella liability insurance coverage at least as broad as primary coverage in an amount of \$1,000,000.00.
- (5) All comprehensive general liability, vehicle liability, and umbrella liability policies shall show the Walton County Board of Commissioners as an additional insured and shall provide for thirty (30) days notice of cancellation to the Board of Commissioners.

(c) Indemnification. Each Licensee shall, at its sole cost and expense, fully indemnify, defend and hold harmless the County, its officers, boards, commissions, employees and agents against any and all claims, suits, actions, liability and judgments from third parties for damages which may be the result of willful, negligent or tortuous conduct or operations arising out of the business of collection, transportation and disposal of solid waste, whether or not the action or omission complained of is authorized, allowed or prohibited by this ordinance.

(d) Financial Stability.

- (1) All licensees shall, prior to engaging in solid waste handling in Walton County, post a performance bond in an amount of \$50,000.00. Licensees may provide an irrevocable letter of credit in lieu of bond.

(e) Vehicles.

- (1) All vehicles and containers used for

collection operations shall comply with the requirements of Rule 391-3-4-.06 of Chapter 391-3-4 (Solid Waste management) of the Rules of the Georgia Department of Natural Resources, Environmental Protection Division, and must be compactor-type trucks, covered or enclosed vehicles. All vehicles must be constructed to be substantially leak-proof, constructed of durable metal, easily cleanable and able to prevent litter from escaping during movement of the vehicle.

- (2) Vehicles and containers shall meet all requirements of the Georgia Department of Transportation for highway safety and local ordinances governing weight and size for the streets which must be traveled for pick-up. All vehicles shall be subject to unannounced inspection by County officials for compliance with environmental and highway safety standards.
- (3) All vehicles shall have, in letters at least six (6) inches high and conspicuously placed in three places on the vehicle, the name and telephone number of the licensee.
- (4) Licensees shall provide an adequate number of vehicles for regular collection services. Nothing in this article shall prohibit licensees from sharing back-up vehicles with other licensees provided that such sharing is adequately covered by insurance.

(f) Reporting Requirements. Within thirty (30) days following the close of each calendar quarter ending March 31, June 30, September 30, and December 31 of each year of operation, licensee shall submit to Walton County reports of operation showing the following:

- (1) Average number of customers during quarter by service type.
- (2) Tonnage figures showing total waste tonnage collected except recovered materials.
- (3) Proof of disposal of non-recovered

materials at state approved disposal facilities and name of each such facility.

- (4) Licensee shall maintain at its place of business books and records showing the names and addresses of all owners and tenants with whom licensee contracted for solid waste handling services, including the street address for the property served. Walton County reserves the right to require licensee to submit to Walton County a financial audit by a certified public accountant or auditor employed by Walton County. Except for the operating reports described in subparagraphs 1-4 above, the information provided in accordance with this section shall be confidential.

The above information shall be compiled for state reporting purposes.

Section Seven. License Fees.

- (a) An annual license fee of \$500.00 shall be paid by each licensee to Walton County.

Section Eight. Residential Services.

All licensees granted a license for solid waste collection and removal shall provide a minimum of the following services:

- (a) Licensee shall provide, at a minimum, weekly curb service collection of residential waste packaged as approved pursuant to this ordinance, except as otherwise set out herein. Each licensee shall set uniform fees for designated service area collection within Walton County. Charges for residential collection and removal services shall be charged to the owners of the real property served, except that by requesting services, any tenant may become jointly bound to pay same.

- (b) Walton County assumes no responsibility to licensee for the failure of any customer to make payments. Licensee will quarterly provide Walton County with a list of residential customers whose service has been discontinued for non-payment. Licensees shall cooperate fully in any legal action taken by Walton County for failure of any owner or resident to comply with the provisions of this ordinance.

(c) For all residential customers desiring to voluntarily participate in recycling, licensee shall collect at least once per week, pursuant to a county-provided list of guidelines, glass bottles and jars, newspaper, plastic (PET and HDPE) , aluminum cans and bi-metal/steel cans.

- (1) Walton County reserves the right to change the type and number of recovered items and to redetermine collection and disposal of yard trimmings as viable alternatives are developed.
- (2) Licensees shall provide recycling containers to customers.
- (3) Licensees shall not dispose of recovered materials in landfills.
- (4) No additional fee, over the amount charged for curbside collection of residential waste, shall be charged by the licensee for regular collections of recovered materials every week.
- (5) All licensees must agree to participate fully in recycling.

(d) Upon recovered materials being placed in designated recycling containers for regular curbside collection, it shall become the property of Walton County. During the twenty-four (24) hour period commencing at 6:00 p.m. on any day preceding any day designated by the licensee for collection of recovered materials, no person other than an employee or agent of licensee shall remove recovered material from the designated recycling container which has been properly placed for collection.

- (1) Each collection in violation of this section during that period shall constitute a violation of this Ordinance and shall be punishable as provided herein.
- (2) Except for licensees under this ordinance, nothing herein shall be construed to limit the right of any individual, organization or other entity to donate, sell or otherwise dispose of recovered material, if such disposal does not violate any applicable statute, regulation or ordinance.

Section Nine. Elderly and disabled.

(a) Nothing in this ordinance is intended to prohibit the licensee from offering discounts to senior citizens or the disabled.

(b) Any person who is a full-time resident of a residential dwelling unit as described above and who is disabled to the extent that he is incapable of moving his refuse shall obtain a physician's certificate as to such disability. Disabled persons shall not be required to place the refuse at the curbside. This subsection shall not apply unless all of the adult persons in a residential unit are disabled and obtain such physician's certificates. Copies of certificates must be mailed to the licensee with an additional copy to Walton County. This subsection also applies to temporary disability not to exceed ninety (90) days. Licensees may make reasonable rules for noncurbside collection for elderly and disabled persons.

(c) Licensees shall provide recycling services to disabled and elderly persons to the same extent such services may be provided under Section Eight.

Section Ten. General Conditions of Residential Collection.

(a) Occupants of apartments, condominiums or other multi-family dwelling units not served by commercial container, shall place refuse receptacles, rubbish and bundles on assigned collection days, at roadside locations in such a manner as not to obstruct passage. Occupants shall place such refuse at appropriate locations prior to the arrival of the collection vehicles. This placement shall not be made before dusk on the day prior to collection day.

(b) Occupants shall remove containers from such locations to storage locations, which shall be nearer to the residential unit located on the premises than to any street abutting the premises; removal should be accomplished within a reasonable time following collection on the day the contents are collected.

(c) Occupants shall prevent the continued, excessive and unsightly accumulation of refuse upon their property or the public thoroughfares bounding upon occupant's property.

(d) It shall be a violation of this Ordinance to place or cause to be placed for collection any hazardous waste.

(e) All trash and refuse will be collected by the licensee if placed in receptacles. No open containers or untied plastic

bags shall be permitted.

(f) Recovered materials consisting of aluminum cans, bimetal/steel cans, glass bottles and jars, newspaper, plastic (PET and HDPE) bottles and containers will be collected by the licensee at least weekly if placed in designated containers properly placed for collection at the curbside.

(g) During any week in which there is a legal holiday or extremely harsh weather conditions, such as snow or ice, licensees shall be required to collect residential solid waste once during such week.

(h) Nothing in this Ordinance shall prevent customers from contracting with licensees for additional services at additional costs.

(i) A list of all current licensees will be available for public inspection in the office of the Clerk of the Board of Commissioners.

(j) Property owners shall not be responsible for the cost of solid waste collection during any period when the property is vacant for thirty days or more and they have notified the licensee providing service to them in writing in advance of that period.

Section Eleven. Commercial Services.

(a) Applicants for commercial licenses are subject to the same requirements for a solid waste handling permit as are residential licensees under this Ordinance.

Section Twelve. General Conditions of Commercial Collection.

(a) The owner or occupant of any premises, office, business establishment, institution or industry or similar commercial establishment shall be responsible for the collection and transportation of all solid waste accumulated at such premises, establishment or facility to either a solid waste handling facility operating in compliance with state regulation with service by an approved licensee or to a collection center operated by Walton County; however, Walton County may direct such owner or occupant to not use the collection center based on the volume generated.

- (1) Holders of a valid Solid Waste Handling Permit from the Georgia Department of

Natural Resources shall be exempt from such contracting but shall comply with the requirements of Section Six (d), (e), (f), (2), (3) and (4).

Section Thirteen. Termination of Licenses.

(a) Licenses may be terminated by mutual agreement of Walton County and licensee at any time. Licensees may terminate licenses by giving sixty (60) days notice to Walton County that all advance payments have been used by providing a service or have been refunded.

(b) Walton County shall notify any licensee of violations by the licensee of this Ordinance. Upon notification of the alleged violation, a licensee shall have fourteen (14) calendar days to comply with any directive to correct any such violation. If licensee shall fail to comply within fourteen (14) days of notification, or shall have received five (5) notices of alleged violations in a license area during any quarter, or at the discretion of Walton County, a hearing shall be held before the Board of Commissioners with the licensee being notified in writing of the time and place of the hearing and the violation of this Ordinance which has not been corrected. Licensee will be given the opportunity to appear by representative or counsel to answer any such charge by Walton County. Should the Board of Commissioners determine any of the provisions of this Ordinance have been violated by licensee, the governing authority shall have in its discretion, the absolute right to suspend or revoke the license or provide for probation for the licensee.

(c) Licenses are non-transferable.

Section Fourteen. Penalties.

(a) Any person or any employee or agent violating any provision of this Ordinance may be fined up to \$500.00 per violation. Each full day a violation continues may constitute a separate violation.

(b) Any licensee who is found to have violated any of the provisions of this Ordinance by a court of law following the appeal procedures outlined in Section Thirteen (b) shall be subject to the same penalty and may also be restrained from operating as a licensee and a civil action may be filed by Walton County.

Section Fifteen. Enforcement.

Violations of any provisions of this Ordinance shall be reported initially to the Sanitation Department, which office is charged with administration of all sections herein.

The provisions of this Ordinance regarding applications for and termination of licenses shall be enforced by the Board of Commissioners.

Section Sixteen. Exceptions.

Walton County may grant exceptions to these rules provided licensees make written application showing the following:

1. The method proposed utilizes a new, experimental, cost effective or innovative technology, concept or theory of solid waste storage, collection, transportation or disposal;
2. The method proposed does not create a health hazard to the public; and
3. Any exception granted does not violate the requirements of Sections Six or Seven of this Ordinance or State or Federal law.

Any exception granted may be for no more than a one (1) year term and shall be non-renewable. At the end of six (6) months of operation of the excepted method, the licensee shall submit data sufficient to enable a determination of success of the method. If found to be acceptable to Walton County, this Ordinance may be amended to allow such method without exception.

Section Seventeen. Severability.

In the event any section, subsection, sentence, clause or phrase of this Ordinance is declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect any other section, subsection, sentence, clause or phrase, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or Unconstitutional were not originally a part hereof.

Section Eighteen. Repeal of Conflicting Ordinances.

All ordinances, resolutions and parts of ordinances or resolutions in specific conflict with this Ordinance are hereby

repealed.

Section Nineteen. Effective date.

This ordinance shall take effect and shall be enforced from July 1, 1998, the public welfare demanding it.

Adopted and approved by the Board of Commissioners of Walton County, Georgia, this 21st day of February, 1998.

WALTON COUNTY BOARD OF COMMISSIONERS

BY:

[Signature]
Chairman

[Signature]
Member

[Signature]
Member

[Signature]
Member

[Signature]
Member

[Signature]
Member

[Signature]
Member

Attest: [Signature]
Leta Talbird, County Clerk

(COUNTY SEAL)

Loganville

**RECYCLING SERVICES AND
SOLID WASTE COLLECTION AGREEMENT**

THIS AGREEMENT (the "Agreement") made and entered into as of the 1st day of August, 2003, by and between the **CITY OF LOGANVILLE**, a municipal corporation of the State of Georgia, hereinafter referred to as the "City," and **BFI WASTE SERVICES, LLC**, a Delaware limited liability company duly authorized to do business in the State of Georgia, hereinafter referred to as "BFI."

WITNESSETH:

WHEREAS, the City is desirous of securing the services of BFI to provide (1) residential and commercial collection and disposal of solid waste; and (2) residential and collection of recyclable materials (collectively, the "Collection Services") for and on behalf of the City; and

WHEREAS, BFI desires to provide Collection Services for and on behalf of the City, all on the terms and conditions set forth herein;

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, THE RECEIPT, ADEQUACY AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Definitions

- 1.1 Bags – Plastic sacks designed to store Residential Refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.
- 1.2 Bin – A receptacle made of plastic with a capacity of 18 gallons or less, and used for the purpose of curbside collection of certain Recyclable Materials.
- 1.3 Bulky Waste – Stoves, refrigerators, water tanks, washing machines, furniture and other waste materials constituting Refuse with weights or volumes greater than those allowed for Bags.
- 1.4 Commercial and Industrial Refuse – All Garbage and Rubbish generated by a Producer at a Commercial and Industrial Unit.
- 1.5 Commercial and Industrial Unit – All premises, locations or entities, public or private (including condominium units and multi-family units), requiring Refuse collection within the Service Area using Dumpsters, other than a Residential Unit.
- 1.6 Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations.

- 1.7 Container – Receptacle, provided by the Producer, with a capacity of 33 gallons or less for the purpose of storing Residential Refuse. All Garbage stored in Containers will first be bagged.
- 1.8 Dead Animals – Animals or portions thereof, weighing ten (10) pounds or more, that have expired from any cause, except those slaughtered or killed for human use.
- 1.9 Dumpster – Metal receptacle designed to be lifted and emptied mechanically for use primarily at Commercial and Industrial Units.
- 1.10 Garbage – Every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); excluding (in all cases) any matter included in the definition of Construction Debris, Dead Animals, Hazardous Waste, Yard Waste, Rubbish, or Stable Matter.
- 1.11 Hazardous Waste – Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Agreement, the term hazardous Waste shall also include batteries, tires, gasoline, paint and paint cans (except empty paint cans) and Bulky Waste containing chlorofluorocarbon refrigerants or freon.
- 1.12 Producer – An occupant of a Residential Unit or Commercial and Industrial Unit who generates Refuse.
- 1.13 Refuse – Collectively, Residential Refuse and Commercial and Industrial Refuse.
- 1.14 Residential Refuse – All Garbage and Rubbish generated by a Producer at a Residential Unit.
- 1.15 Residential Unit – (a) A free-standing structure constructed for use as a residence by a person or group of persons comprising a family or (b) a residential unit within a multi-family structure (each such unit within the structure shall constitute a Residential Unit hereunder).
- 1.16 Residential Recyclable Material(s) – Newsprint; green, brown and clear glass food and beverage bottles and jars; clear plastic milk jugs and clear soft drink beverage bottles; and aluminum and bi-metal cans; provided,

however, if BFI's contractor to which such materials are taken indicates that any of the foregoing are not acceptable for recycling due to recycling market conditions for that material, then BFI may eliminate it as a Residential Recyclable Material under this Agreement.

- 1.17 Rubbish – All printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Construction Debris, Garbage, Hazardous Waste, Yard Waste or Stable Matter.
- 1.18 Service Area – The entire geographic area within the City of Loganville.
- 1.19 Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- 1.20 Unit – A Residential Unit or Commercial and Industrial Unit, as the context requires.
- 1.21 Yard Waste – Tree, shrub and brush trimmings; and leaves, grass or other vegetative matter resulting from landscaping maintenance.

2. General Scope of Work.

- 2.1 General – The work ("Work") under this Agreement shall consist of the Collection Services described in Sections 3, 4 and 5 of this Agreement, including all the supervision, materials, equipment, labor and all other items necessary to complete said Work in accordance with this Agreement.
- 2.2 Additional Residential Units – BFI will, within three (3) working days after notification by the City, provide Collection Services of the same frequency and quality otherwise required of BFI to additional Residential Units within the Service Area. As new Residential Units are constructed and occupied in the Service Area, BFI shall, after written notification from the City, provide Collection Services those additional units.
- 2.3 Additional Commercial and Industrial Units – BFI will, within three (3) working days after notification by the City, provide Collection Services of the same quality otherwise required of BFI to additional Commercial and Industrial Units within the Service Area. As new Commercial and Industrial Units are constructed and occupied in the Service Area, BFI shall, after written notification from the City, provide Collection Services to those additional units.

2.4 Location of Containers, Bags and Bins for Collection - The term "Curbside" as used in this Agreement refers to that portion of right-of-way adjacent to paved or traveled City roadways (including alleys). Where curbside service is performed, Containers, Bags and Bins shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers, Bags and Bins shall be placed as close as practicable to an access point for the collection vehicle. BFI may decline to collect any Container, Bag or Bin not so placed. BFI will notify the City of all customers not following this agreement.

2.5 Provision and Replacement of Containers and Bins - Each Residential Unit will be provided by BFI one (1) Bin for the collection of Residential Recyclable Materials. As to any Bins which require replacement during the term of this Agreement, BFI will, as requested by the City, replace in any year of this Agreement, without charge, up to three percent (3%) of the total Bins provided hereunder, provided, however, that BFI shall not be required to replace any Bin which has been damaged as a result of the willful acts of the Producer to whom it is provided. BFI will, through the City billing system, charge the Producer for the replacement of any Bins which are damaged as a result of the willful acts of such Producer. The purchase and replacement of any such damaged Containers is each Producer's responsibility and expense.

3. Residential Waste Collection Services.

- 3.1 Commencing August 1, 2003 (the "Effective Date"), BFI shall collect and dispose of in a professional manner meeting the standard of performance generally acceptable to the waste management industry." one (1) time per week Residential Refuse placed in Bags or Containers placed at curbside at each Residential Unit located within the Service Area. BFI shall not collect Yard Waste under this Agreement and may refuse to collect any Residential Refuse containing Yard Waste or any other matter excluded from the definition of Garbage. BFI shall not be required to collect more than the equivalent of six (6) Bags per Residential Unit per week, but may agree to do so at a price and method of collection to be mutually agreed upon between BFI and the Producer. BFI shall notify the City of any Producer who habitually sets out Refuse in excess of the above limits.
- 3.2 Containers and Bags shall be placed at curbside, or, as the case may be, backdoor, by 7:30 a.m. on the designated collection day. BFI may decline to collect any Residential Refuse not contained in Containers or Bags.
- 3.3 BFI will collect certain Bulky Waste materials as requested by the City, Producers shall be responsible for removing any chlorofluorocarbons

("CFCs") and freon gas from such materials prior to arranging for collection by BFI. A tag from a licensed remover of CFCs shall be prominently displayed on any applicable items prior to collection.

3.4 BFI may perform additional services to Producers upon such terms and at such rates as BFI and the Producer(s) shall agree.

4. **Residential Units** – BFI shall provide curbside collection service for the collection of Residential Recyclable Materials from each Residential Unit within the Service Area one (1) time per week ("Residential Recycling Services"). Bins shall be placed at curbside by 7:30 a.m. on the designated collection day.

It is the intent under this Agreement for BFI to collect certain commingled Residential Recyclable Materials but BFI will not be required to collect Residential Recyclable Materials which are mixed with Refuse, whether or not normally collected by sanitation crews. BFI will notify the City of any such addresses where the residents are so commingling Residential Recyclable Materials and will tag the Bins as being unacceptable for collection.

5. **Commercial Waste Collection Services.**

5.1 Commencing on the Effective Date, BFI shall provide solid waste collection and disposal service one or more times per week (at such specific frequency as shall be agreed upon between BFI and the Producer) to Commercial and Industrial Units for Commercial and Industrial Refuse placed in Dumpsters (such services referred to as the "Commercial Waste Collection Services").

5.2 BFI shall provide Dumpsters to Commercial and Industrial Units as agreed by BFI and the individual Producers. Dumpsters shall be placed in an accessible, outside location on a hard (i.e., concrete) surface according to individual agreements. Individual Producers shall be responsible for maintaining such surfaces.

6. **Operations.**

6.1 **Hours of Operation** – Collection Services shall not start before 7:30 a.m. or continue after 7:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and BFI (in the case of Residential Recycling Services or Residential Waste Collection Services) or of the Producer and BFI (in the case of Commercial Waste Collection Services), or when it is reasonably determined by BFI that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

Commercial Waste Collection Services shall be performed in such manner as to minimize to the extent possible disruption of nearby residents.

- 6.2 Residential Routes of Collection – Collection routes and schedules within the Service Area shall be established by BFI. BFI has provided the City with a copy of its route map. The map shall be of such size to clearly show all pertinent information. BFI shall submit revised maps to the City at least two (2) weeks in advance of any proposed changes in routes of collection, and shall notify all affected Producers of such changes.
- 6.3 Holidays – The following shall be holidays for purposes of this Agreement:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

BFI may decide to observe any or all of the above-mentioned holidays by suspension of Collection Service on the holiday, in which case Residential Producers will be serviced on another day during the week in which the holiday occurs.

- 6.4 Complaints – All complaints which are made directly to BFI shall be given prompt and courteous attention by BFI. BFI will promptly notify the City of all such complaints and discuss with the City the disposition thereof. In the event BFI fails to collect any Containers, Bags or Bins which are properly set out by the Producer, BFI shall arrange for the collection of the Residential Recyclable Materials or Refuse not collected within 24 hours after the complaint is received.
- 6.5 Collection Equipment – BFI shall provide adequate vehicles in appropriate numbers for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall be painted a uniform color and shall have clearly visible on each side the identity and telephone number of BFI.
- 6.6 Office – BFI shall maintain an office in Lawrenceville, Georgia or such other facilities through which it can be contacted. It shall be equipped with a toll-free telephone line and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays observed by BFI.
- 6.7 Hauling – All Residential Recyclable Materials or Refuse hauled by BFI shall be so contained, tied or enclosed that leaking, spilling or blowing is prevented. BFI shall promptly clean up any spills caused by BFI in the course of collection services.

6.8 Point of Contact – All dealings, contacts, etc., between BFI and the City shall be directed to BFI at 75 Curtis Road, Lawrenceville, Georgia 30045, Municipal Accounts Manager and if to the City, to the City Manager, or his/her designee at P.O. Box 39, Loganville, Ga 30052.

6.9 Market for Recyclables – All Residential Recyclable Materials collected shall be taken to BFI's contractor for recycling unless market prices drop substantially, or certain recyclable materials are designated by such contractor as having no reasonably economically feasible market value or contamination or residue results in unmarketability or loss in value, in which event such materials will be disposed of as Refuse. BFI will notify the City of all adverse changes in the marketplace. All revenues from Residential Recyclable Materials shall be retained by BFI.

6.10 Disposal – All Refuse collected for disposal by BFI shall be hauled to the Richland Creek Sanitary Landfill or to such other disposal facility as BFI shall determine (the "Disposal Site").

7. Compensation.

7.1 Rates – The City shall pay BFI on a monthly basis amounts calculated as follows:

A. For Residential Waste Collection Services to Residential Units

\$ 6.53 X Number of Residential Units serviced

B. For Residential Recycling Services:

\$ 2.30 X Number of Residential Units

C. For Bulk Pickup (Curbside)

\$ 0.75 X Number of Residential Units

D. For Commercial Waste Collection Services:

See Exhibit "A" attached hereto and incorporated herein by reference

Within seven (7) days after request from the City, Producers certified by the City and/or by a physician as unable, as a result of a physical impairment. to

Within seven (7) days after request from the City, Producers certified by the City and/or by a physician as unable, as a result of a physical impairment, to participate in curbside collection shall be provided backdoor service for Refuse and Residential Recyclable Materials at the above residential rates. This service shall be provided at any given time for up to 15% of the total Residential Units within the Service Area.

7.2 Rate Modification.

- 7.2.1 For additional or new Residential Units added during the term hereof, the monthly payment by the City shall be increased by the number of additional Residential Units multiplied by the applicable rate. Such additions to the bill shall be made in the month in which Collection Services to the new or additional Units commence.
- 7.2.2 From time to time during the term hereof, BFI shall have the right to a rate increase to reflect unusual changes in its cost of operations caused by (i) any increased or additional taxes, fees (including franchise fees) assessments or other impositions of or by the City; (ii) any impositions by, or changes in applicable laws, rules or regulations of, any governmental authority in connection with the disposal of Refuse; or (iii) a change in the boundaries of the Service Area (i.e., through annexation). However, in order to exercise any rights under this paragraph, BFI must first provide the City with written notice of the proposed rate increase as well as the reasons therefore at least sixty (60) days prior to the proposed increase taking effect. In the event the City disagrees with the rate increase or otherwise finds the rate increase to be unacceptable, the City shall have the right to terminate this Agreement without incurring any penalties.
- 7.2.3 In addition to the foregoing, BFI may from time to time petition the City Council for rate increases to reflect unusual changes in its cost of operations for reasons other than those described above. The petition shall state the nature of the increase and shall be accompanied by such documentation as BFI deems necessary to document such increases. If the parties are unable to agree within sixty (60) days after receipt by the City of the petition on the amount of the appropriate increase, BFI shall have as its sole recourse the option to terminate this Agreement effective one hundred twenty (120) days after written notice is given to the City.
- 7.2.4 Commencing August 1, 2006, and every anniversary thereafter (the "Rate Modification Date"), the fees which may be charged by BFI shall be adjusted upward or downward to reflect percentage changes in the Consumer Price Index for Urban Wage Earners and

Clerical Workers (All Items) as published by the U.S. Department of Labor, Bureau of Labor Statistics. The fees shall be increased for the ensuing twelve-month period in a percentage amount equal to the net percentage change of the All Items Index during the twelve-month period ending on March 31 of the year in which the adjustment occurs, not to exceed five (5%) percent as to any adjustment. BFI shall notify the City as to the amount of such increase after it is known to BFI. BFI may make retroactive billings to give full effect to the rate increase back to the Rate Modification Date.

- 7.3 Invoices: Payment - BFI shall bill the City for Collection Services rendered within ten (10) days following the end of each month and the City shall pay BFI on or before the end of the month in which the invoice is received. Such billing and payment shall be based on the rates set forth herein, as may be adjusted in accordance herewith. BFI shall be entitled to payment for services rendered irrespective of whether or not the City collects from the Producers for such service.

8. **Term and Termination.**

- 8.1 This Agreement shall be for a term of three (3) years, commencing on the Effective Date (the "Initial Term"). This Agreement shall automatically renew thereafter for successive one (1) year terms unless either party notifies the other by certified mail no less than Ninety days (90) days prior to the expiration of the then current term of its desire not to renew.

- 8.2 In the event there should occur any material breach or material default in the performance of any covenant or obligation of City or BFI which has not been remedied within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) days provided the breaching party has undertaken to cure within such thirty (30) days and proceeds diligently thereafter to cure in an expeditious manner), the non-breaching party may, if such breach or default is continuing, terminate this Agreement upon written notice to the other party. In the event of a breach, event of default, or termination of this Agreement, each party shall have available all remedies in equity or at law, unless otherwise provided elsewhere in this Agreement.

9. **Indemnification, Insurance, Performance Bond.**

- 9.1 Indemnity. BFI shall indemnify and save harmless the City, its officers and its employees, from and against any and all claims, demands, actions, suits and proceedings by others, and against all liability to others, resulting from the negligence or willful misconduct of BFI in the performance of

this Agreement, including, but not limited to, any liability for damages by reason of or arising out of any failure of BFI to secure proper licenses, bonds, insurance coverage or the like, and against any loss, cost, expense, and damages resulting therefrom, including reasonable attorney's fees, except that BFI shall not indemnify the City for any of the foregoing which arise out of or result from the negligence or willful misconduct of or the breach of this Agreement by the City or its employees or agents.

- 9.2 Insurance - BFI shall at all times during the Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance. All insurance shall be by insurers, or a self-insurance plan, acceptable to the City and before commencement of work hereunder BFI agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligations:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder."

The certificates shall also name the City as an additional insured to the extent of the negligence or misconduct of BFI.

For the purpose of the Agreement, BFI shall carry the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory
Employer's Liability	\$1,000,000 each occurrence
Bodily Injury Liability	\$1,000,000 each occurrence (except Automobile) \$1,000,000 aggregate
Property Damage Liability	\$1,000,000 each occurrence (except Automobile) \$1,000,000 aggregate
Automobile Bodily Injury and Property Damage Liability	\$1,000,000 combined single limit per claim

Excess Umbrella Liability \$1,000,000 each occurrence

As an alternative to the above, BFI may insure the above amounts of public liability and property coverage's under a plan of self-insurance. The coverage's may be provided by BFI's parent corporation.

9.3 Performance Bond.

9.3.1 BFI will be required to furnish for each year of this Agreement a corporate surety bond as security for the performance of this Agreement. Said surety bond must be in an amount equal to 100% of the annual revenues to BFI under this Agreement; provided, however, that the term of this bond is from August 1, 2003 until July 31, 2006, and can only be extended with the express written consent of the Surety, and the total liability of the Surety shall not exceed the penal sum of the bond.

9.3.2 Premium for the bond described above shall be paid by BFI. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

10. Compliance with Law.

BFI shall conduct operations under this Agreement in compliance with all applicable laws. In the event that any Collection Services provided hereunder, or portions thereof, are rendered unlawful or impractical pursuant to laws or regulations promulgated by state, local or federal authorities in the future, BFI shall, upon notice to the City, cease providing that Service or portion thereof.

11. Nondiscrimination.

BFI shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

12. Licenses and Taxes.

BFI shall obtain all licenses and permits (other than any license and permit granted by this Agreement) and promptly pay all taxes lawfully required by the City and by the State of Georgia.

13. Assignment.

The rights under this Agreement cannot be sold, transferred, leased or assigned or disposed of in whole or in part, without the prior consent of the City expressed by resolution, and then only under such conditions as may therein be prescribed. Notwithstanding the foregoing, BFI may, without consent, transfer this Agreement to any entity controlling, controlled by or under common control with BFI. If a successor in interest is approved by the City, such successor shall

comply with the requirements of this Agreement. This subsection shall not apply to a transfer in trust, mortgage or other hypothecation to secure an indebtedness.

14. Information Regarding Recycling.

On an annual basis, BFI shall provide pamphlets and brochures discussing the Residential Recycling Services to the City for the City to mail to its residents with their billings to such residents. BFI will also leave with the City a reasonable supply of such pamphlets and brochures for mailing by the City to new residents of the City.

15. Force Majeure.

15.1 If the City or BFI is unable to perform, or is delayed in its performance of, any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the City or BFI to correct the adverse effect of such event of force majeure.

15.2 An event of "Force Majeure" shall mean any events or circumstances beyond the reasonable control of the affected party to the extent that they delay the City or BFI from performing any of its obligations under this Agreement, including, but not limited to, the following:

15.2.1 Strikes, work stoppages, and other labor unrest;

15.2.2 Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of BFI, its agents, and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather; and

15.2.3 Acts of a public enemy, acts of war, terrorism, effects of nuclear radiation, blockages, insurrections, riots, civil disturbances, or national or international calamities.

15.3 In order to be entitled to the benefit of this section, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and shall further be required to use its best efforts to cure the event of force majeure. The parties agree that, as to this section, time is of the essence.

15.4 The City will grant such variances in routes and schedules as are reasonably required in the event of force majeure, and will negotiate with BFI fees for any additional work which BFI may agree to perform in such event.

16. Amendments.

This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof and may be amended or modified only by a written agreement signed by both parties.

17. Governing Law.

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

18. Exclusivity.

BFI shall have the sole and exclusive franchise, license and privilege to provide solid waste collection services (with the exception of Yard Waste) and recyclables collection services to all Residential Units and Commercial and Industrial Units within the Service Area during the term of this Agreement.

19. Reports.

BFI will provide the following reports to apprise the City of the status of Collection Services hereunder:

A. Monthly Project Reports -- BFI shall submit monthly project reports during the term hereof, commencing within ten (10) days after the end of the first full month of collection. At a minimum, these reports shall include:

1. Summaries of tonnages of Recyclable Materials recovered, estimated by material; summaries of tonnages of Refuse.
2. Residential participation rates of recycling in terms of monthly percentages.
3. A list and description of all complaints received by BFI and the disposition thereof.

B. Annual Reports -- BFI shall provide year-end reports for each year of the term hereof. At a minimum, these reports shall include:

1. A summary of the participation rates; recovered material tonnages and Refuse tonnage.
2. A discussion of highlights, community service activities, educational activities and special events.

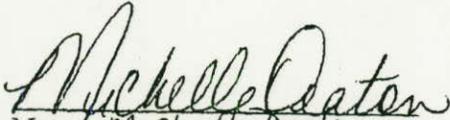
20. Severability. The validity of any one of the covenants, agreements, conditions or provisions of this Agreement or any one of the covenants, agreements, conditions or provisions of this Agreement or any portion thereof shall not affect the remaining portions thereof or any part thereof and this Agreement shall be construed as if such covenant, agreement, condition or provision had not been inserted herein.
21. Limitation of Liability. No provision hereof shall be construed or interpreted as creating a general obligation or other indebtedness of the City within the meaning of any constitutional or statutory debt limitation.
22. Termination: The City's obligations under this Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the City hereunder.

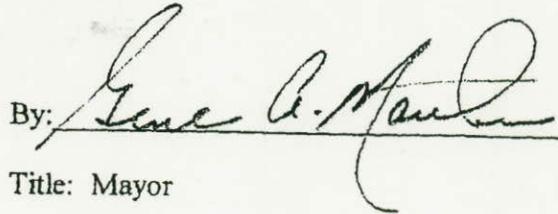
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IN WITNESS WHEREOF, the parties hereto intending to be legally bound have caused this Agreement to be executed by its duly authorized officers or officials as of the date first above written.

CITY OF LOGANVILLE,
STATE OF GEORGIA

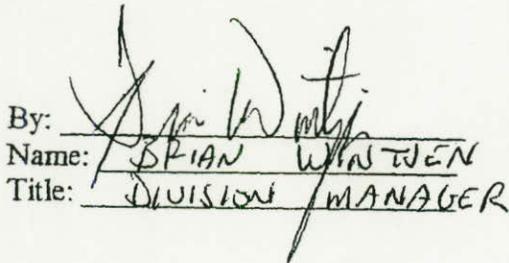
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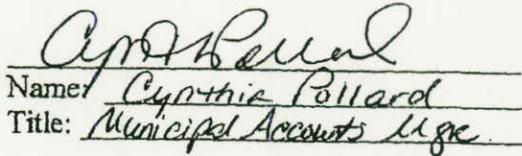

Name: Michelle Deaton
Title: City Clerk (SEAL)

By: 
Title: Mayor

BFI WASTE SERVICES, LLC

ATTEST:

By: 
Name: BRIAN WHITTEN
Title: DIVISION MANAGER


Name: Cynthia Pollard
Title: Municipal Accounts Mgr.

Initial Rates for Commercial Waste Collection Services

CITY OF JACKSONVILLE
OFFICE OF THE CITY MANAGER

[Faint signature]

City Manager

[Faint signature]

City Manager

BRUNNEN SERVICES, LLC

[Faint signature]

Brunnen Services, LLC

[Faint signature]

Brunnen Services, LLC

2767424 Temp.

PROPOSAL AND COSTING SHEET
FOR
COMMERICAL FRONT END SERVICE

MONTHLY COST BY FREQUENCY PER WEEK

	1X	2X	3X	4X	5X	6X
2 CU. YD	15.86	31.72	47.58	63.44	79.30	95.16
4 CU. YD	31.72	63.44	95.16	126.88	158.60	190.32
6 CU. YD.	47.58	95.16	142.74	190.32	237.90	285.48
8 CU. YD.	63.44	126.88	190.32	253.76	317.20	380.64

*Note: Numbers only in the section words not required.

COMMERICAL CARDBOARD COLLECTION

MONTHLY COST BY FREQUENCY PER WEEK

	1X	2X	3X	4X	5X	6X
2 CU. YD	N/A	N/A	N/A	N/A	N/A	N/A
4 CU. YD	N/A	N/A	N/A	N/A	N/A	N/A
6 CU. YD.	N/A	N/A	N/A	N/A	N/A	N/A
8 CU. YD.	40.00	60.00	80.00	120.00	150.00	N/A

*Note: Numbers only in the section words not required

PROPOSAL AND COSTING SHEET
FOR
ROLL-OFF INDUSTRIAL SERVICES

Open Top Containers

Monthly Rental
20 cu. Yd. \$0.00
Numbers
zero dollars
Words

30 cu. Yd. \$0.00
Numbers
zero dollars
Words

40 cu. Yd. \$0.00
Numbers
zero dollars
Words

Charge per Pull
\$125.00
Numbers

One-hundred twenty-five dollars
Words

\$125.00
Numbers

one-hundred twenty-five dollars
Words

\$125.00
Numbers

one-hundred twenty-five dollar
Words

Disposal for Roll-Off Containers \$ 25.00 per ton
twenty-five dollars

** NOTE: Roll-Off/Compactor Service charges to be negotiated between customer and contractor with the City to be arbitrator if the need arises.

FRONT END LOADER CITY SERVICES

NAME	SERVICE LEVEL	MONTHLY CHG.
Hoke O'Kelley Park	1-8yd-3x	\$ 171.29
City of Loganville	1-2yd-1x	\$ 14.27
City of Loganville	1-4yd-1x	\$ 28.55
City Hall	1-4yd-1x	\$ 28.55
Police & Fire Dept.	1-4yd-2x	\$ 57.10
Fire Station	1-2yd-1x	\$ 14.27
Water Treatment	1-2yd-1x	\$ 14.27
Water Treatment	1-2yd-1x	\$ 14.27
City Barn (OCC)	1-8yd-1x	\$ 57.10

ROLL OFF CITY SERVICES

Location	# of Containers	Per Pull Chg.	Disposal Per Ton	Monthly Rental Each
City Barn Bulk Loads	As Needed	\$125.00	\$25.00	\$0.00
City Barn Yard Waste	As Needed	\$125.00	\$25.00	\$0.00

Proposer: BFI

By: Ernst Kaymann

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