

**GREATER TAYLOR COUNTY
SOLID WASTE MANAGEMENT PLAN 2007-2018**

**TAYLOR COUNTY
CITY OF BUTLER
CITY OF REYNOLDS**

FINAL
September 2, 2009

Taylor County Board of Commissioners

✓Sidney Albritton, Chair

Jerry Albritton
Patty James

Randy Nelson
Clinton Perry, Jr.

Lenda Taunton, County Manager

Butler Mayor and City Council

✓Joel Posey, Mayor

Edward Guinn
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William Barry Whitley
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Lea Wainwright, City Clerk

Reynolds Mayor and City Council

✓Jonathan Knight, Mayor

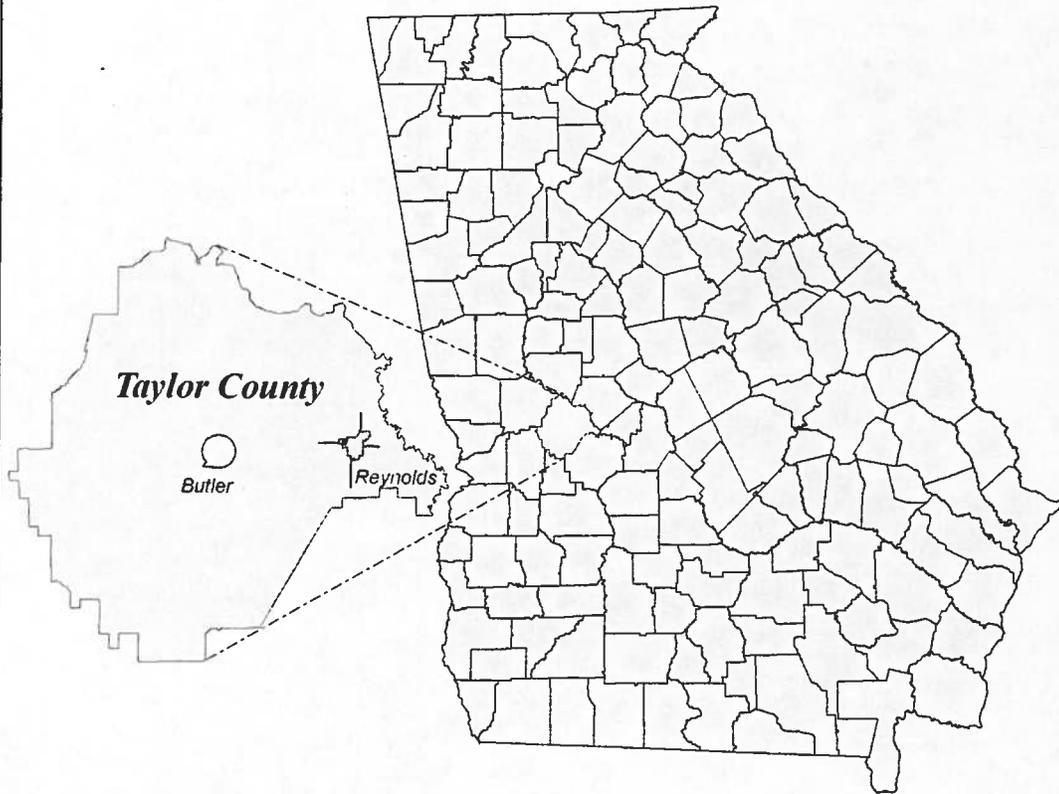
Freddie Harmon
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Carolyn Jenkins

John Nesbitt
Danny Peed
Frederick Waller

Alane Patterson, City Clerk

Assistance provided by:
Middle Flint Regional Development Center
228 West Lamar Street
Americus, Georgia

SITE LOCATION MAP



RESOLUTION ADOPTING
GREATER TAYLOR COUNTY SOLID WASTE MANAGEMENT PLAN
2007-2018

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

WHEREAS; said document expresses the desires of all jurisdictions in the county to improve the quality of local solid waste management, and

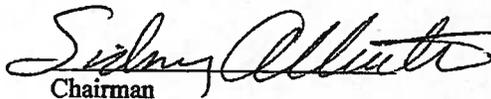
WHEREAS; having satisfactorily completed state-mandated review the Greater Taylor County Solid Waste Management Plan 2007-2018 is ready for adoption and implementation.

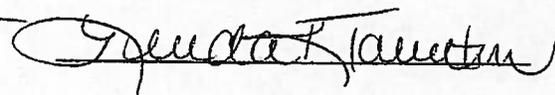
NOW, BE IT THEREFORE RESOLVED; that the Taylor County Board of Commissioners hereby adopts the Greater Taylor County Solid Waste Management Plan 2007-2018.

Duly adopted and executed in session this 1st day of ~~August~~^{September}, 2009

TAYLOR COUNTY
BOARD OF COMMISSIONERS

ATTEST:


Chairman



RESOLUTION ADOPTING
GREATER TAYLOR COUNTY SOLID WASTE MANAGEMENT PLAN
2007-2018

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

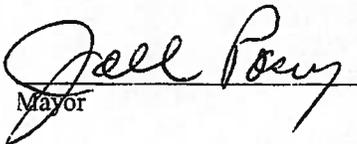
WHEREAS; said document expresses the desires of all jurisdictions in the county to improve the quality of local solid waste management, and

WHEREAS; having satisfactorily completed state-mandated review the Greater Taylor County Solid Waste Management Plan 2007-2018 is ready for adoption and implementation.

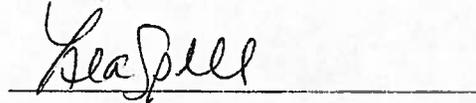
NOW, BE IT THEREFORE RESOLVED; that the Butler City Council hereby adopts the Greater Taylor County Solid Waste Management Plan 2007-2018.

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

CITY OF BUTLER


Mayor

ATTEST:



RESOLUTION ADOPTING
GREATER TAYLOR COUNTY SOLID WASTE MANAGEMENT PLAN
2007-2018

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

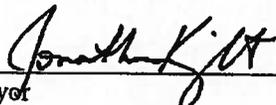
WHEREAS; said document expresses the desires of all jurisdictions in the county to improve the quality of local solid waste management, and

WHEREAS; having satisfactorily completed state-mandated review the Greater Taylor County Solid Waste Management Plan 2007-2018 is ready for adoption and implementation.

NOW, BE IT THEREFORE RESOLVED; that the Reynolds City Council hereby adopts the Greater Taylor County Solid Waste Management Plan 2007-2018.

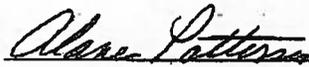
Duly adopted and executed in session this 20 day of July, 2009

CITY OF REYNOLDS



Mayor

ATTEST:



**RESOLUTION AUTHORIZING SUBMISSION
DRAFT GREATER TAYLOR COUNTY SOLID WASTE MANAGEMENT PLAN
2006-2016**

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

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

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

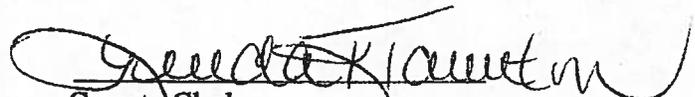
NOW, BE IT THEREFORE RESOLVED; that in accordance with specific, applicable provisions of said Minimum Planning Standards and Procedures for Solid Waste Management, the Taylor County Board of Commissioners does hereby authorize submission of the draft Greater Taylor County Solid Waste Management Plan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

Adopted and executed in session this 7th day of April, 2009

TAYLOR COUNTY
BOARD OF COMMISSIONERS


Chair

ATTEST:


County Clerk

RESOLUTION AUTHORIZING SUBMISSION
DRAFT GREATER TAYLOR COUNTY SOLID WASTE MANAGEMENT PLAN
2006-2016

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

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

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

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

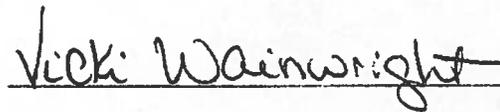
Adopted and executed in session this 10th day of March, 2009

CITY OF BUTLER



Mayor

ATTEST:



RESOLUTION AUTHORIZING SUBMISSION
DRAFT GREATER TAYLOR COUNTY SOLID WASTE MANAGEMENT PLAN
2006-2016

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

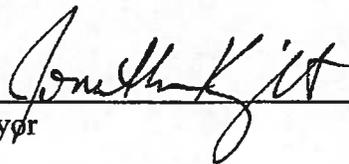
WHEREAS; said document expresses the desire of local jurisdictions to improve the quality of solid waste management in the community, and

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

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

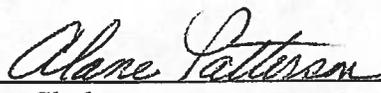
Adopted and executed in session this 16 day of March, 2009

CITY OF REYNOLDS



Mayor

ATTEST:



City Clerk

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INTRODUCTION

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

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

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

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

1. provide for assurance of adequate solid waste collection capability and disposal capacity within the planning area for at least ten years from the date of plan completion,
2. identify all solid waste handling facilities within the planning area as to size and type, and
3. identify land areas unsuitable for solid waste handling facilities based on environmental and land use factors.

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

PLANNING AREA

Taylor County is located in west central Georgia; fifty miles southwest of Macon and fifty miles northeast of Columbus. The community straddles the geologic Fall Line, separating the Coastal Plain and Piedmont geologic regions. The highest elevation is 600-650' above mean sea level. The community includes two cities, Butler and Reynolds.

The community netted a population increase of 500 residents between 1960 and 2000. The 2000 Census documented 33% of the population were municipal residents; Butler (1,907-21.6%) or Reynolds (1,036-11.7%). The community lacks attractions of the sort that generate significant fluctuations in population.

| Population | | | | | | |
|-----------------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Jurisdiction | 1960 | 1970 | 1980 | 1990 | 2000 | 2006 |
| Taylor County | 8,311 | 7,865 | 7,902 | 7,642 | 8,815 | 8,792 |
| Butler | 1,346 | 1,589 | 1,959 | 1,673 | 1,907 | 1,822 |
| Reynolds | 1,087 | 1,253 | 1,298 | 1,166 | 1,036 | 1,016 |
| Unincorporated | 5,878 | 5,023 | 4,645 | 4803 | 5,,872 | 5,954 |

Source: U. S. Census

Between 1990 and 2000, the number of households increased 17% (471). The unincorporated area accounted for 73% of the increase; Butler-23%, Reynolds-4%.

| Households | | |
|-----------------------|-------------|-------------|
| Jurisdiction | 1990 | 2000 |
| Taylor County | 2,810 | 3,281 |
| Butler | 615 | 722 |
| Reynolds | 429 | 447 |
| Unincorporated | 1,766 | 2,112 |

Source: U. S. Census

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

| Industrial Mix 2006 – Taylor County | | | | |
|--|------------------------|-------------------|-------------|--------------------|
| Industry | Number of Firms | Employment | | Weekly Wage |
| | | # | % | |
| Goods-Producing | 31 | 324 | 17.6 | \$526 |
| Agriculture, Forestry, Fishing, Hunting | 9 | 72 | 3.9 | \$350 |
| Mining | 2 | * | * | * |
| Construction | 12 | 71 | 3.9 | \$621 |
| Manufacturing | 8 | 141 | 7.7 | \$527 |
| Beverage and Tobacco Product | 1 | * | * | * |
| Textile Product Mills | 1 | * | * | * |
| Apparel | 2 | * | * | * |
| Wood Product Manufacturing | 1 | * | * | * |
| Printing and Related Support Activities | 1 | * | * | * |
| Food Manufacturing | 1 | * | * | * |
| Plastics and Rubber Products | 2 | * | * | * |
| Fabricated Metal Product | 2 | * | * | * |
| Miscellaneous Mfg | 1 | * | * | * |
| Service-Providing | 126 | 938 | 51.1 | \$617 |
| Wholesale Trade | 2 | | | |
| Retail Trade | 27 | 244 | 13.3 | \$512 |
| Transportation and Warehousing | 12 | 127 | 6.9 | \$827 |
| Information | 5 | 38 | 2.1 | \$1,463 |
| Finance and Insurance | 9 | 37 | 2 | \$640 |
| Real Estate, Rental and Leasing | 6 | 13 | .7 | \$258 |
| Professional and Technical Services | 11 | 17 | .9 | \$316 |
| Management of Companies and Enterprises | 4 | * | * | * |
| Administrative and Waste Services | 4 | * | * | * |
| Health Care and Social Assistance | 13 | 217 | 11.8 | \$386 |
| Arts, Entertainment and Recreation | 2 | * | * | * |
| Accommodation & Food Services | 7 | 34 | 1.9 | \$179 |
| Other Services, Excluding Public Admin. | 20 | 31 | 1.7 | \$382 |
| Total - Private Sector | 157 | 1262 | 68.7 | \$572 |
| Total - Government | 24 | 576 | 31.4 | \$570 |
| Local Government | 10 | 424 | 23.1 | \$506 |
| State Government | 8 | 126 | 6.9 | \$488 |
| Federal Government | 6 | 26 | 1.4 | \$715 |
| All Industries | 181 | 1837 | 100 | \$568 |

* confidential data; cannot be released
Source: Georgia Department of Labor

The private sector accounts for 69% of local employment. Retail Trade is the community's (and Georgia's) largest industrial sector; largest number of establishments, and largest percentage (13%) of total employment.

At the time of the 2000 Census, 1,593 (53%) employed residents of the community worked locally; 1,435 (47%) commuted to their places of employment out-of-county. Of this latter group, the majority commuted to work sites in Peach (324), Upson (194) and Bibb (184) Counties. For the year 2006, the community's unemployment rate was 1.8 percentiles higher than the state (6.4% v. 4.6)

The community's largest private sector employers are identified below.

| Largest Industrial Employers-2006* | | |
|---|--------------------|-----------------------------|
| Employer | # Employees | Product |
| Flint Electric Membership Corp. | 85 | Electric power distribution |
| MF&H Textiles, Inc. | 87 | Textile finishing |

* employment covered by unemployment insurance, excludes government agencies.
Source: Harris Infosource; (Georgia Chamber of Commerce)

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

| Reported Waste Disposed Statewide by Sector - 2004 | | |
|--|--------------|------------|
| Sector | Tons | Percentage |
| Residential | 4.7 million | 30% |
| Commercial | 3.3 million | 21% |
| Industrial | 1.7 million | 11% |
| C&D | 5 million | 33% |
| Sludge/Biosolids | .8 million | 5% |
| Total | 15.5 million | 100% |
| Source: Solid Waste Management Plan, State of Georgia-adopted 5/2006 | | |

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

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

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

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

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

Figure 1 – Solid Waste Composition–Georgia 2004

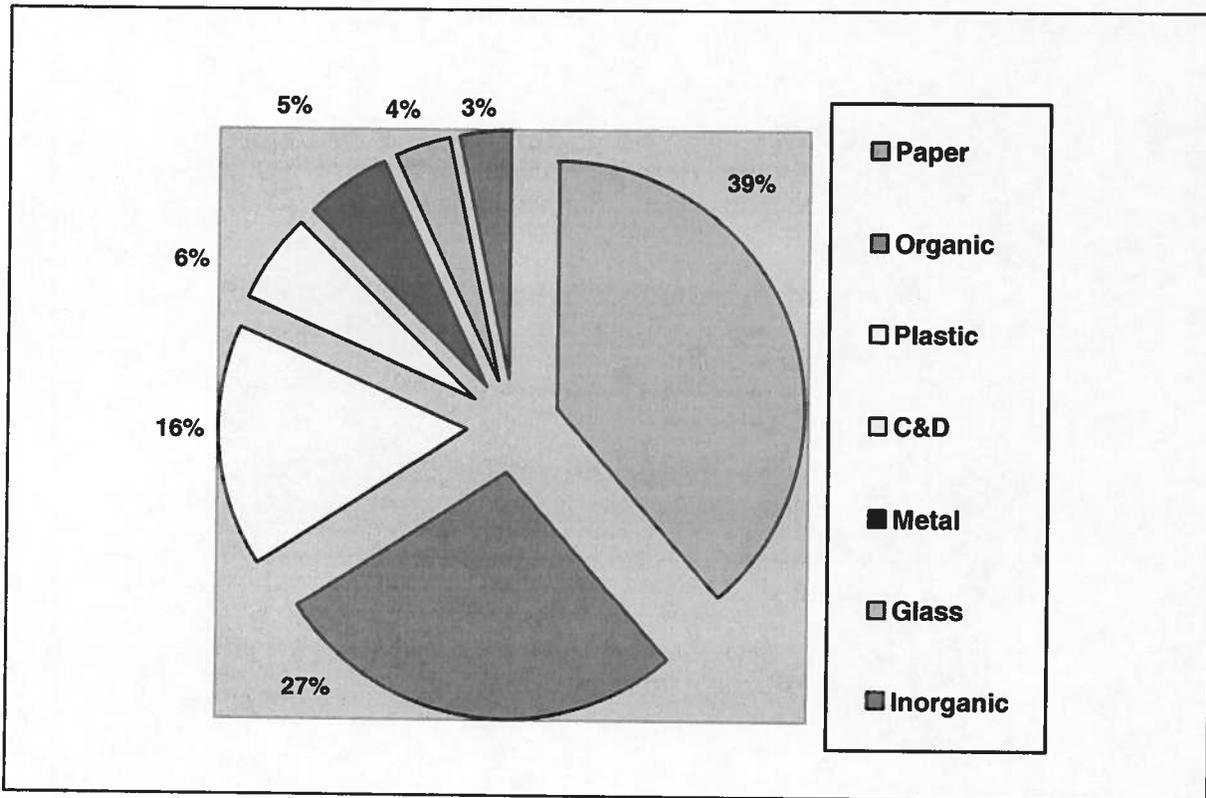


Figure 1.1 Paper Waste Disposed – Georgia 2004

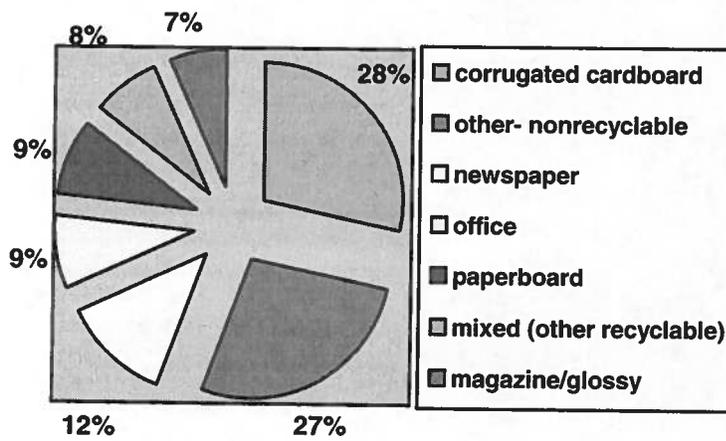


Figure 1.2 Organic Waste Disposed-Georgia 2004

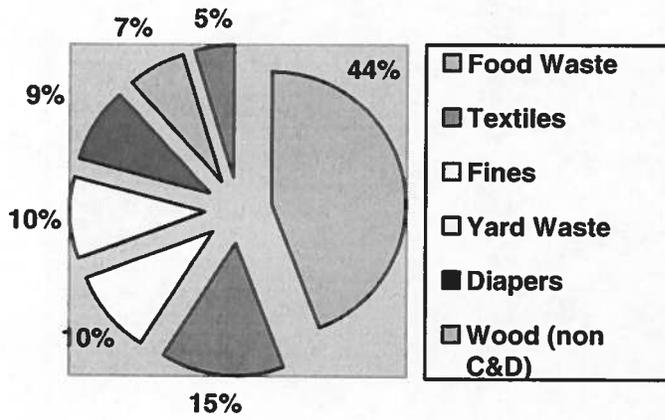


Figure 1.3 Plastic Waste Disposed-Georgia 2004

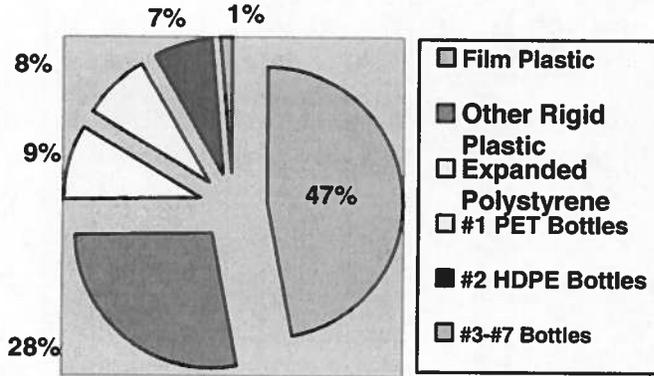


Figure 1.4 C&D Waste Disposed-Georgia 2004

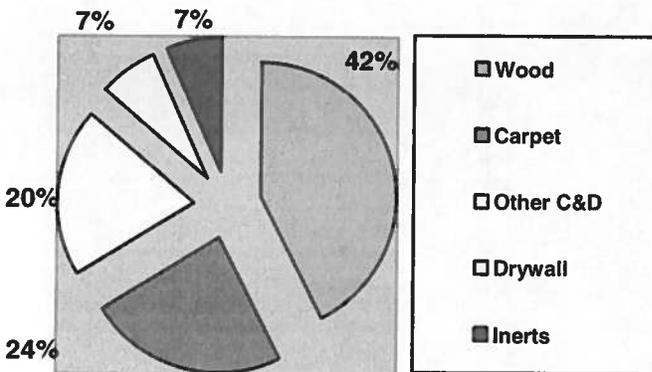


Figure 1.5 Metal Waste Disposed-Georgia 2004

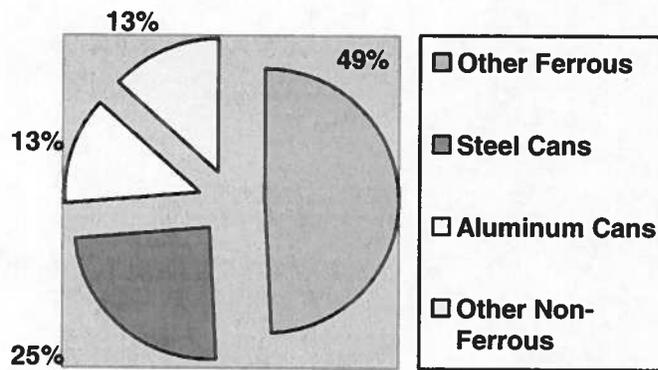


Figure 1.6 Glass Waste Disposed-Georgia 2004

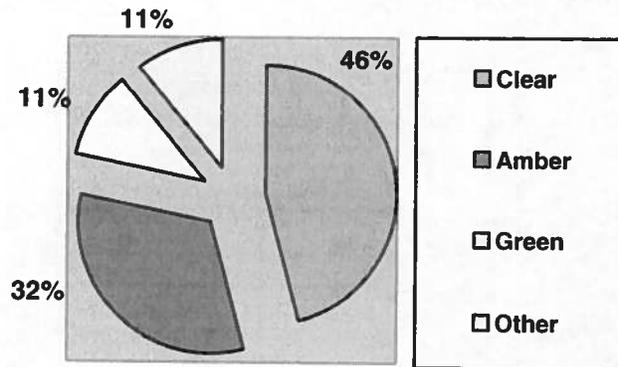
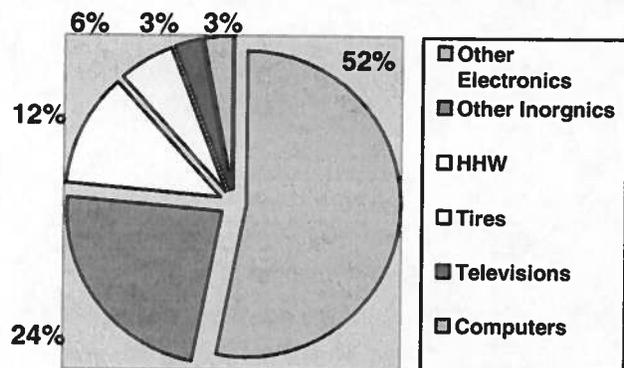


Figure 1.7 Inorganic Waste Disposed-Georgia 2004



According to the survey data presented in Figure 1, paper (39%) and organic wastes (27%) collectively account for two-thirds of the state's (and imputed local) waste stream. Closer analysis reveals corrugated cardboard (11%) and food wastes (12%), the largest components of paper and organic wastes, respectively, account collectively for almost one-quarter (23%) of the waste stream. It appears these two components hold the greatest promise for waste reduction.

LOCAL WASTE DATA

Presented in the following table are Taylor County's recent, annual, municipal solid waste volumes, as reported to the state by Veolia Environmental Services, owner/operator of the landfill disposing of the local waste stream. Official annual population estimates of the Census Bureau are used to estimate per capita waste disposal rates. The state's most recent per capita waste disposal rate is presented for reference.

| Solid Waste Volume | | | | |
|--------------------|-----------------------------------|-----------------------------------|---------------------------------------|---|
| Year | Estimated Population ¹ | Local Annual Tonnage ² | Local MSW lbs/person/day ³ | Georgia MSW lbs/person/day ⁴ |
| 2007 | 8738 | 8441 | 4.07 | not available |
| 2006 | 8645 | 7735 | 3.76 | not available |
| 2005 | 8715 | 8545 | 4.13 | not available |
| 2004 | 8810 | 8755 | 4.2 | 6.38 |

¹ annual population estimates of U.S. Census Bureau

² Southern States (now Veolia Environmental Services) landfill reports for Taylor County, Butler and Reynolds submitted to EPD

³ computations by Middle Flint Regional Development Center using 365 day year

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

Local and state per capita disposal rates as presented in the preceding table are not directly comparable. The Georgia Solid Waste Management Plan reports that construction and demolition (C&D) materials constitute one-third of total tonnage disposed in landfills throughout Georgia, and 70% of this volume is disposed in C&D landfills.⁴ Consequently, only about 20% of the state's C&D waste is disposed in lined MSW landfills and included in the 6.38 lbs. per capita attributed to the state in the preceding table. Local C&D material is not diverted to a C&D landfill, but mixed with local MSW for disposal in a commercial landfill without benefit of separate weight records. In absence of local C&D weight data, application of these statewide percentages to the local 2004 waste stream yields a local C&D volume of approximately 2,889 tons, approximately 867 of which are imputed as C&D material mixed with MSW (5866 tons) for the purpose of estimating a local per capita waste disposal rate for comparison with the state. This adjustment brings the local waste disposal rate to 4.2 lbs per capita; 66% of the statewide rate. The four year (2004-2007) aggregated average was 4.04 lbs per capita.

The sparse level of development in the community serves to limit the volume of waste that would be generated by a disaster. The local population density is 17% (23 persons/square mile) of the state level, and housing unit density is 19% (10 units/square mile) of statewide housing density.⁵ Development is most heavily concentrated in and adjacent to the Cities of Butler and Reynolds, which

⁴ Table 2-1; 2004 waste data

⁵ 2000 Census

in aggregate account for 1% of the community's total land area. Approximately 95% of the community's land area is in agricultural production or forest.⁶

WASTE PROJECTIONS

The highest (4.2 lb.) recent (2004) average per capita waste disposal rate is used as the base line for waste projection. A straight-line application of this rate is used in the following ten-year projection. Although a flat disposal rate is used, it is the highest in recent history, and projected population increase is aggressive compared to recent history.

| Ten Year Projection of MSW* | | | | | |
|------------------------------------|-------------------------------|--|---------------------------|--------------------------|---------------------------------------|
| Year | Population¹ | lbs/ Person/Day² | Pounds Per day | Daily Tonnage | Annual Tonnage³ |
| 2007 | 8,738 | 4.07 | 35,564 | 17.8 | 6,490 |
| 2008 | 9,032 | 4.2 | 37,934 | 19.0 | 6,923 |
| 2009 | 9,152 | 4.2 | 38,438 | 19.2 | 7,015 |
| 2010 | 9,272 | 4.2 | 38,942 | 19.5 | 7,107 |
| 2011 | 9,356 | 4.2 | 39,295 | 19.6 | 7,171 |
| 2012 | 9,440 | 4.2 | 39,648 | 19.8 | 7,236 |
| 2013 | 9,523 | 4.2 | 39,997 | 20.0 | 7,299 |
| 2014 | 9,607 | 4.2 | 40,349 | 20.2 | 7,364 |
| 2015 | 9,691 | 4.2 | 40,702 | 20.4 | 7,428 |
| 2016 | 9,775 | 4.2 | 41,055 | 20.5 | 7,493 |
| 2017 | 9,855 | 4.2 | 41,391 | 20.7 | 7,554 |
| 2018 | 9,936 | 4.2 | 41,731 | 20.9 | 7,616 |

* this projection includes some C&D material; see description of methodology on preceding page

¹ 2006 and 2007 estimates by U. S. Census; 2008-2016 estimate and projections from Taylor County Comprehensive Plan 2008-2028

² 2006 and 2007 documented rates; 2008-2016 aggregated average of 2004-2007, inclusive documented rates

³ based on 365 day year

⁶ Greater Taylor Comprehensive Plan

WASTE REDUCTION

INVENTORY

Recycling

Prior to 2006, there were three permanent recycling drop-off sites serving all sectors (residential/commercial) of the community. Unstaffed sites were located in Butler and Reynolds and one at the county's inert landfill site. A recycling trailer was rotated between rural fire stations. The county-maintained drop-off program handled aluminum cans, plastics and newspapers, while the inert landfill site also served as a drop-off site for scrap iron. The county also collected old corrugated cardboard from schools and commercial establishments, and paper from the schools. Weight volumes were maintained by jurisdiction, and all materials were transported out-of-county by a recycling processor. The county also encouraged and provided information in support of home composting through school and civic programs. Participation among the small population base and fluctuating markets for materials-of-value were such that the public recycling effort had to be subsidized by the county throughout the life of the program. The county terminated the operating subsidy and organized recycling activities ceased in 2006.

There are; however, self-initiated recycling activities in the community. The grocers (one each) in both cities collect, bale and backhaul corrugated cardboard to their distribution warehouses for recycling out-of-community. One of the largest local retailers, Barrow Automotive and Hardware, also recycles old corrugated cardboard. Some residents collect and store aluminum beverage containers for sale during favorable markets.

The county does retain one recycling program. Materials of value (metals, copper tubing/wiring, etc.) are stripped from white goods and brown goods received at the inert landfill and auctioned. A repairman purchases discarded appliances that can be restored.

Source Reduction

Copy toner cartridges are returned for reuse (depending on the supplier). When possible, local governments make duplex copies of documents and reuse file folders. The Neighborhood Service Center collects used clothes for reuse.

Special Management Items

There are not any community programs addressing electronics, household hazardous waste, batteries or tires. Local auto parts retailers offer rebates for the cores of lead acid batteries; a private sector incentive which reduces the chance of improper disposal. Tire dealers assess a disposal fee to cover the cost of recycling tires. State-permitted haulers collect used tires from local retailers and transport them to recycling facilities located out-of-county. Staff at the county's inert landfill strip refrigerant systems from residential and commercial appliances to be auctioned to recyclers.

There are not any other waste reduction/recycling programs known to be in place, e.g., buy-back centers, recovered materials processing facilities, green box sites, etc. Neither are there any financial incentives, waste audits, waste exchanges, or current industrial process changes in the community.

| Summary of Recycling/Reduction Activities | | |
|---|--------------------------------|-------------------|
| Entity | Materials | Volume |
| automotive retail/service | car batteries | no data available |
| | automobile tires | no data available |
| board of education | toner cartridges | no data available |
| | newspaper | no data available |
| | office paper | no data available |
| | aluminum cans | no data available |
| grocery stores | corrugated cardboard | no data available |
| households | beverage containers (aluminum) | no data available |
| | clothing (reused) | no data available |
| local governments | double-sided copying | no data available |
| | file folders (reused) | no data available |
| | toner cartridges | no data available |
| | refrigerant systems | no data available |
| | copper tubing/wiring | no data available |
| | metals | no data available |
| neighborhood service center | clothing | no data available |

source: survey during plan preparation

Yard Debris

Yard debris is not collected in unincorporated Taylor County; residents are responsible for collection and disposal. Residents typically obtain permits from the Georgia Forestry Commission to burn the material on site. Both cities make use of municipal personnel to collect bagged leaves and small limbs and transport to the county's inert landfill located on Butler's northeast boundary.⁷

ASSESSMENT

Responsible for, and called to task for the expenditure of public funds, county leaders terminated subsidization of a countywide recycling program. In the absence of organized, public waste recycling/reduction there are self-initiated, and in some cases program (Neighborhood Service Center), activities. Almost irrespective of the community, the two most common waste types are paper and organic materials; reportedly accounting collectively for two-thirds of the typical waste stream.⁸ The major paper waste material, old corrugated cardboard, comprises the largest share of local recycled material.

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

NEED 1: Reestablish community recycling program

NEED 2: Provide information about existing waste reduction/recycling activities and opportunities

⁷ 185 Roberta Highway, Butler

⁸ Georgia Solid Waste Management Plan 2006, Table 2-6

COLLECTION

INVENTORY

Taylor County collects household waste weekly from forty-cubic-yard capacity, unstaffed green boxes strategically located throughout the rural/unincorporated area, and from eight-cubic-yard-capacity green boxes at commercial establishments. With green boxes accessible to the general public there is no practical way to assess user fees for solid waste collection in the unincorporated area. The cost of providing rural collection service is funded by revenues received from the host government surcharge fund.⁹

Butler utilizes municipal employees for weekly, residential, curbside collection. A rear packer truck is used to service approximately 800 garbage containers, and a reserve vehicle is maintained to ensure no interruption of service. The county collects larger (dumpster-size) commercial accounts in Butler while the city collects household-size commercial containers.

Reynolds has a contract with TransWaste Services for weekly, curbside collection.¹⁰ The current agreement covers residential and small commercial establishments and will expire December 31, 2009. Prior to expiration of the current agreement the city will take action necessary to maintain privatized collection, either through contract extension or re-bidding the service. The county collects the city's larger (dumpster-size) commercial accounts. There is not proposed change in this service.

Both cities have assessed user fees at levels sufficient to cover the full cost of providing solid waste services. Non-residential rates are volume-based.

| Inventory of Collection Equipment | |
|---|------------------|
| Taylor Garbage Collection Vehicles | Condition |
| 1995 GMC Garbage Truck | Good |
| 1995 Mack Garbage Truck | Good |
| 2000 Mack Garbage Truck | Good |
| Butler Garbage Collection Vehicles | |
| 1990 Ford | Fair |
| 2002 Ford rear packer | Good |
| Reynolds Collection Vehicles-yard debris | |
| 2005 dump truck | Good |
| 2007 backhoe | Good |

Sources: local governments

Yard Debris

Because 96% of the community's unincorporated land area is in agriculture or woodland, yard debris is not collected in unincorporated Taylor County. Residents and the few commercial

⁹ The community is the site of a landfill owned by Veolia Environmental Services, Inc., on the state's largest commercial MSW landfills.

¹⁰ TransWaste Services, Inc., P. O. Box 72043, 1723 North Washington Street, Albany, GA. 31701

establishments are responsible for leaf and limb collection and disposal. Residents and businesses who actively manage this debris typically obtain permits from the Georgia Forestry Commission for a permit to burn it on-site. Butler provides call-response curbside collection of bagged yard debris and small limbs and transport to the county's inert landfill on the city's northeast corporate limits.¹¹ Yard debris is collected in Reynolds by municipal personnel and is transported to the county's inert landfill on the outskirts of Butler. Both cities provide this service to business establishments, as applicable.

Both cities have litter ordinances; the county does not. Litter is, in general, a problem in the community. Illegal dumping is not an issue in either city, but illegal tire dumps can be found in the unincorporated area.

CONTINGENCY STRATEGY

Within a fifty mile radius of Taylor County there are over eighty entities currently permitted by the state to perform some form(s) of solid waste collection. As many as ten of these will perform countywide collection and cross county lines to do so. These ten and other appropriately permitted entities providing waste collection services across the state or even on a southeast regional basis would likely be among the first to be contacted if for any reason the current methods of collection could not be maintained.

In the unlikely event emergency collection services must be procured, any or all local jurisdictions will employ any one/combination of the following options (or any other options which may be more advantageous at the time) as conditions warrant:

1. employ mutual aid agreements with neighboring jurisdictions; timeframe - < 7 days
2. employ emergency procurement procedures to secure an interim/permanent waste hauler and re-establish collection service; timeframe - < seven days
3. employ emergency procurement procedures to secure (via purchase or rental) appropriate collection vehicle(s) for operation by local forces, and re-establish collection service; timeline - < seven days
4. utilize temporary services of the Georgia National Guard resulting from a declaration of emergency by the governor to make permanent waste collection arrangements; timeframe - <7 days

The jurisdictions may need to review existing practices/policies prior to initiating emergency procurement activity. Because of the County's recent, extensive experience in solid waste collection, the County would be able to provide prompt re-establishment of efficient collection service. Government officials currently have the option of employing any combination of the following outreach methods to inform the public of emergency changes in collection; local weekly newspaper, local web sites and regional television broadcasts.

¹¹ 185 Roberta Highway, Butler

ASSESSMENT

The City of Reynolds is pleased with privatized collection; the current contract expires at the end of calendar 2009. The contract hauler has a lengthy history in solid waste management, and corporate resources should be sufficient to maintain a high level of performance. Butler and the county are scheduled to reconsider whether to privatize collection.

- GOAL 1: Maintain method of collection most advantageous to the respective constituencies
NEED 1.1: Extend current agreement for collection and disposal at end of current term, or solicit bids/proposals for curbside service
NEED 1.2: Evaluate options for collection in unincorporated area
NEED 1.3: Adoption/enforcement of environmental/nuisance codes
- GOAL 2: Be prepared to quickly secure alternative solid waste collection service(s) if for any reason the method in-use cannot be maintained
NEED 2.1: Review existing emergency procurement practices

DISPOSAL

INVENTORY

The commercial, Subtitle D landfill currently owned and operated by Veolia Environmental Services, Inc. opened in Taylor County in 1990.¹² Designed to landfill large volumes of non-hazardous waste, there are not any geographical limitations on waste origination. The state reports that in 2007 the landfill disposed approximately 410,000 tons of solid waste, some of which originated out-of-state. The state regulatory agency credits the facility with over fifty years of disposal capacity remaining.

As host community of this commercial landfill, Taylor County, Butler and Reynolds have disposal service contracts allowing all three jurisdictions to deliver non-hazardous wastes to the landfill at a tipping fee of \$.50 per ton for the life of the facility, with annual adjustments tied to the consumer price index. Each year the landfill pays Taylor County a \$1.00 host government surcharge for each ton of waste brought to the landfill from out-of-county. These funds are used to cover the cost of the county's solid waste management activities, which presently total \$116,000.

The landfill does not provide any recycling services, with the exception of scrap tires which must be removed from the waste stream. These are picked up by a tire recycler. Consequently, recycling activities in the community are local initiative. All non-hazardous waste delivered to the site is placed in the landfill.

¹² 208 Southern States Road, Mauk, Georgia 31058

The county continues to operate an inert landfill. No yard debris collection is provided in the rural area. Municipal employees from both cities collect and deliver yard waste to this site; the material is not mixed with other waste. White goods and brown goods delivered to the facility by local residents and businesses are stripped of materials of value and the remaining material is transported by the county to the commercial landfill operating in the county. Documentation of inert waste volume is not maintained. There are at least ten years capacity remaining in the inert landfill. The state regulatory agency documents one other (privately-owned) inert landfill in the community.

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

If for any reason inert material resulting from a disaster cannot be transported directly to this site, temporary sites or staging areas will be designated, with regulatory agency concurrence and as conditions warrant, to facilitate prompt removal of debris so disaster-site cleanup can begin as soon as possible and normal circulation patterns can be re-established quickly.

CONTINGENCY STRATEGY

If for any reason solid waste could not be placed in the local commercial landfill, an alternate disposal site would have to be secured promptly. According to the state regulatory agency's database, there are ten MSW landfills within an approximately fifty mile radius of Taylor County, but only five accept waste from out-of-county; one of which is the current disposal site in Taylor County. The four landfills identified in the following table report they accept waste from out-of-county, and the state regulatory agency database credits each with at least ten years of disposal capacity remaining.

| Municipal Solid Waste Landfills in counties <50 miles from Taylor County | | | | |
|---|----------------|---------|------------------------------|---------------------|
| County | Permit Number | Domain | >10 Years Capacity Remaining | Estimated Fill Date |
| Crisp | 040-008D(MSWL) | public | 96 | 2104 |
| Houston | 076-020D(SL) | public | 13 | 2021 |
| Lamar | 085-007D(MSWL) | public | 47 | 2055 |
| Twiggs | 143-008D(SL) | private | 20 | 2027 |

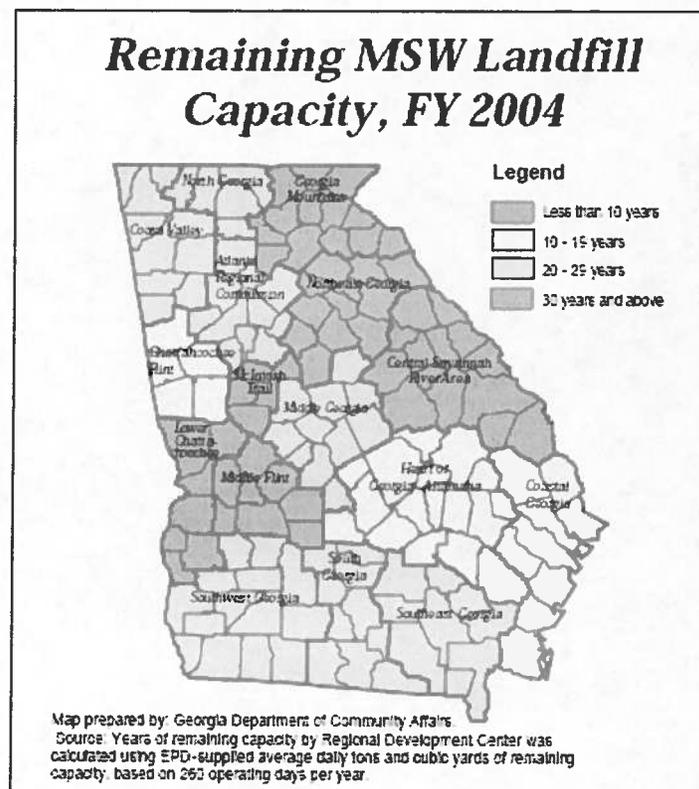
Source: Georgia Department of Natural Resources

At the current fill rate the nearest of these sites, Houston County, has over a decade of capacity remaining. However, Houston County purchased over two thousand acres adjacent to the current landfill with the intent of expanding landfill capacity. An operating permit for this expansion has

not yet been requested. A commercial facility in Bibb County (Swift Creek with only four years capacity remaining) also has significant acreage adjoining the landfill it intends to permit for MSW disposal. In an emergency, interim (or permanent) arrangements for proper disposal could be arranged with at least one of these identified landfills (or another more distant facility) within a seven day timeframe.

Another potential option is the Middle Georgia Regional Solid Waste Landfill, a state-permitted, Subtitle-D site in adjoining Macon County. This (three-county) regional authority is currently operating a C&D landfill and transfer station; no cells for municipal solid waste have yet been excavated. With Taylor County’s municipal solid waste volume the regional landfill could exercise the most advantageous option; transfer waste through the currently operating transfer station or open the MSW landfill and dispose on-site.

As the following graphic depicts, Taylor County is in an area of the state with more than the minimum ten-year disposal capacity remaining. Local government has the option of employing any combination of the following outreach methods to inform the public of emergency changes in disposal; regional radio and television broadcasts, the local weekly newspaper and local government web sites.



ASSESSMENT

The community is well positioned for long-term disposal of MSW, C&D and inert waste. For solid waste planning purposes the state currently requires local governments to have assurance of at least ten years disposal capacity. Veolia Environmental Services, Inc. certifies adequate capacity, and the state regulatory agency credits the landfill with over fifty years capacity remaining. Two primary needs were identified; county review of existing emergency procurement procedures for assurance they are appropriate to expedite selection of alternative collection and/or disposal services in the event either need arises, and review of potential sites for temporary storage of inert materials resulting from a disaster.

GOAL: Maintain the capability to provide for adequate and proper disposal of the community's wastestream, under both normal operating and emergency conditions

NEED 1: Maintain current disposal agreement with local landfill

NEED 2: Maintain inert landfill operations in compliance with state regulatory agency

NEED 3: Develop appropriate emergency procurement practices/policies

NEED 4: Give forethought to potential staging sites for debris removal

EDUCATION AND PUBLIC INVOLVEMENT

INVENTORY

At this writing there is not an organized education or public involvement program in the community. Public education and outreach were integral components of the community's past recycling program, but all such activity ceased with termination of the recycling program. Although interest has been expressed in the Keep America/Keep Georgia Beautiful program, at this writing there is not a local affiliate in the community.

ASSESSMENT

The community had an aggressive public education program, but it ceased when the recycling program was terminated when local leaders felt the community could continue to maintain such a strong public subsidy.

GOAL: Reduce volume of waste generated/disposed
Need 1: Distribute information about reduction/recycling opportunities available
Need 2: Reestablish recycling program

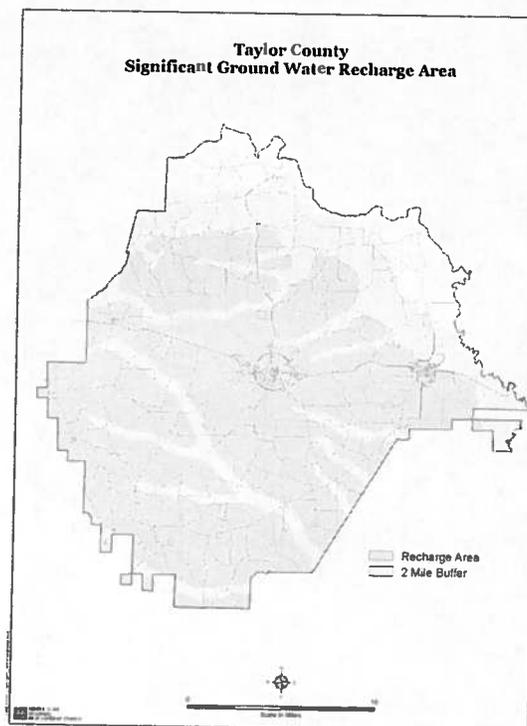
LAND LIMITATIONS

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

NATURAL ENVIRONMENTAL LIMITATIONS

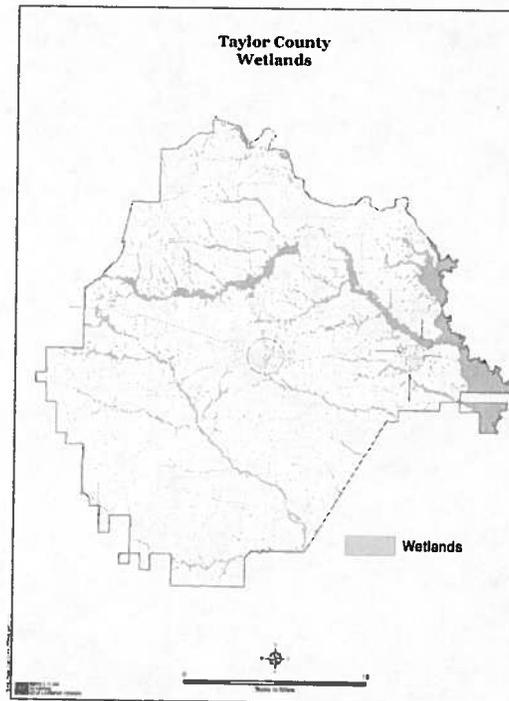
Significant Groundwater Recharge Areas

Groundwater recharge is the process by which precipitation, primarily in the form of rain, infiltrates soil and rock to add to the volume of water stored in pores and other openings within them. Aquifers are soils or rocks that will yield water to wells. Recharge areas are among those regions in Georgia likely to have the greatest vulnerability to pollution of groundwater from the surface and near surface activities of man. There is very little land area in Taylor County suitable for a new landfill, areas of potential suitability are concentrated in the northern extremes of the county. Most of the land area overlies a portion of the state's significant groundwater recharge area (see following graphic). Within such areas new sanitary landfills must have synthetic liners and leachate collection systems, facilities performing land disposal of hazardous wastes shall not be permitted, treatment-storage-disposal of hazardous waste must be on an impermeable pad with spill/leak collection, above-ground chemical/petroleum storage tanks (660+ gals) shall have secondary containment, agriculture waste impoundment sites shall be lined, and homes and mobile home parks served by septic tank/drain field systems shall have additional minimum lot limitations. The applicable state environmental regulation can be found at 391-3-16-.02.



Wetlands

Wetlands are defined as areas inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes and bogs. This natural resource accounts for a relatively small percentage of the community's total land area, and is, of course, heavily concentrated along creeks (graphic below).



Section 404 of the Clean Water Act provides a federal permit process that may allow activities in wetlands after a public interest review. Most activities in wetlands will require a Section 404 permit from the U. S. Army Corps of Engineers. If wetlands are altered or degraded, mitigation of offset losses will be required as a condition of a Section 404 permit. Under current federal policy, alterations or degradations of wetlands should be avoided unless it can be demonstrated that there will be no long-term adverse impacts or net loss of wetlands. Section 401 of the Clean Water Act requires certification by the State of any permit issued under Section 404. Other state and federal laws are also applicable to wetlands and wetlands protection. The applicable state environmental regulation can be found at 391-3-16-.03. The community is waiting for the completion of state revisions to environmental planning criteria to develop and adopt Wetlands Protection ordinances.

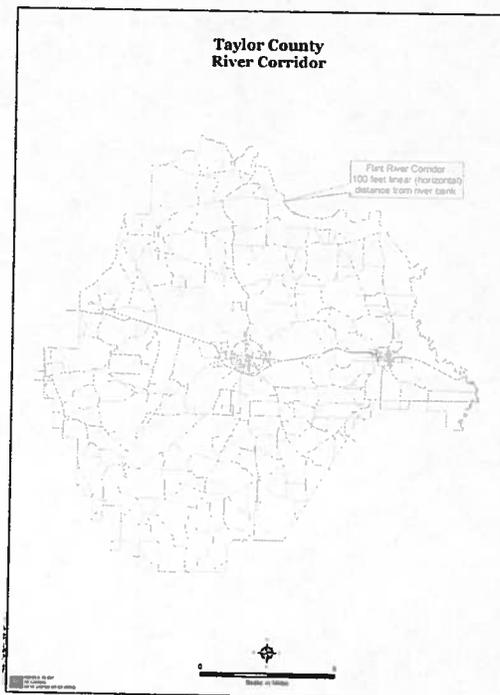
Water Supply Watersheds

A water supply watershed is the area of land upstream of a government-owned public drinking water intake. Current state regulations use a 100 square mile land area as the threshold between large and small watersheds. The greatest management distinctions between them are the different setback requirements for development near streams. The applicable state environmental regulation can be found at 391-3-16-.01. There is not a governmentally-owned public drinking

water intake (or water supply reservoir) or water supply watershed in the community. Neither is the community itself within a water supply watershed. Taylor County is located in the Southern Coastal Plain where water supplies are almost universally withdrawn from groundwater aquifers.

River Corridors

Georgia's River Corridor Protection Act defines a protected river as any perennial watercourse with an average annual flow of at least 400 cubic feet per second, and the protected river corridor as a 100 feet buffer paralleling both sides of (horizontal distance from) the river bank. The applicable state environmental regulation can be found at 391-3-16-.04. The Flint River is the largest water body in the community and comprises the eastern boundary of the County. The Flint River, which is a protected river, meets the definition of protected river corridor.



Protected Mountains

The Georgia Mountain Protection Act defines protected mountains as land 2,200 feet or more above mean sea level. Taylor County's highest elevation is approximately 650'-700' above MSL. Consequently, there are not any protected mountains in the community. The applicable state environmental regulation can be found at 391-3-16-.05.

CRITERIA LIMITING SITING OF SOLID WASTE FACILITIES

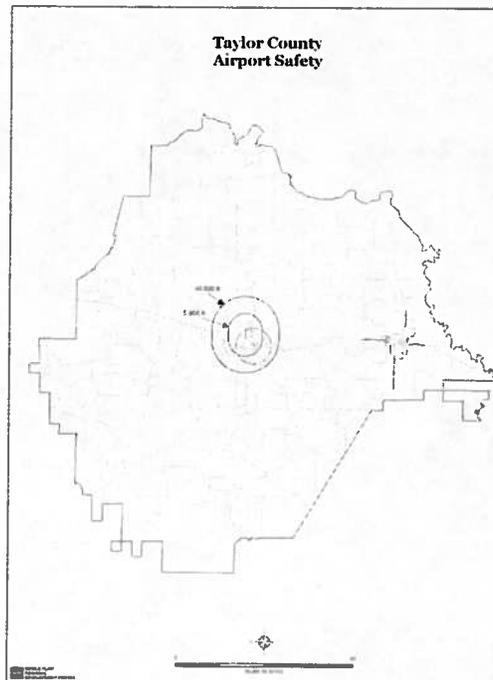
Zoning

The site of a proposed solid waste handling facility must conform to any and all local land use plans/ordinances and zoning ordinances. Written verification must be submitted to the state regulatory agency by the applicant demonstrating that the proposed site complies with

any local zoning and land use ordinances. This verification shall include a letter from the local governmental authority with jurisdiction stating whether the proposed site complies with local zoning and/or land use ordinances. This verification shall be provided at the time of submission of a permit application and reaffirmed by the governmental authority prior to permit issuance. All three jurisdictions have a zoning ordinance.

Airport Safety

New MSWLF units or lateral expansions of existing units shall not be located within 10,000 feet of any public-use or private-use airport runway end used by turbojet aircraft or within 5,000 feet of any public-use or private-use airport runway end used by only piston-type aircraft. Owners or operators proposing to site new MSWLF units and lateral expansions within a five-mile radius of any public-use or private-use airport runway end used by turbojet or piston-type aircraft must notify the affected airport and the Federal Aviation Administration (FAA). The Butler Municipal Airport, located on the city’s northwest boundary, is the only public use, general aviation facility in the community. Restricted areas are depicted in the following graphic. The commercial landfill owned and operated by Veolia Environmental Services is beyond the restricted area.



Military Airspace

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

Floodplains

Current state regulations stipulate that any solid waste landfill located in the 100-year floodplain shall not restrict the flow of the 100-year flood, reduce the temporary water storage capacity of the flood plain, or result in a wash-out of solid waste so as to pose a threat to human health or the environment. Although the community has been mapped for floodplains, the information is “primitive”, i.e., available resources lack map scale and base flood elevation. Digital floodplain mapping is underway as part of a statewide project; community data is expected to be complete in 2009-2010. In absence of the necessary mapping, the applicant must perform a hydrologic study to document the absence of this natural resource on the site of the proposed waste handling facility.

Wetlands

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

Significant Groundwater Recharge Areas

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

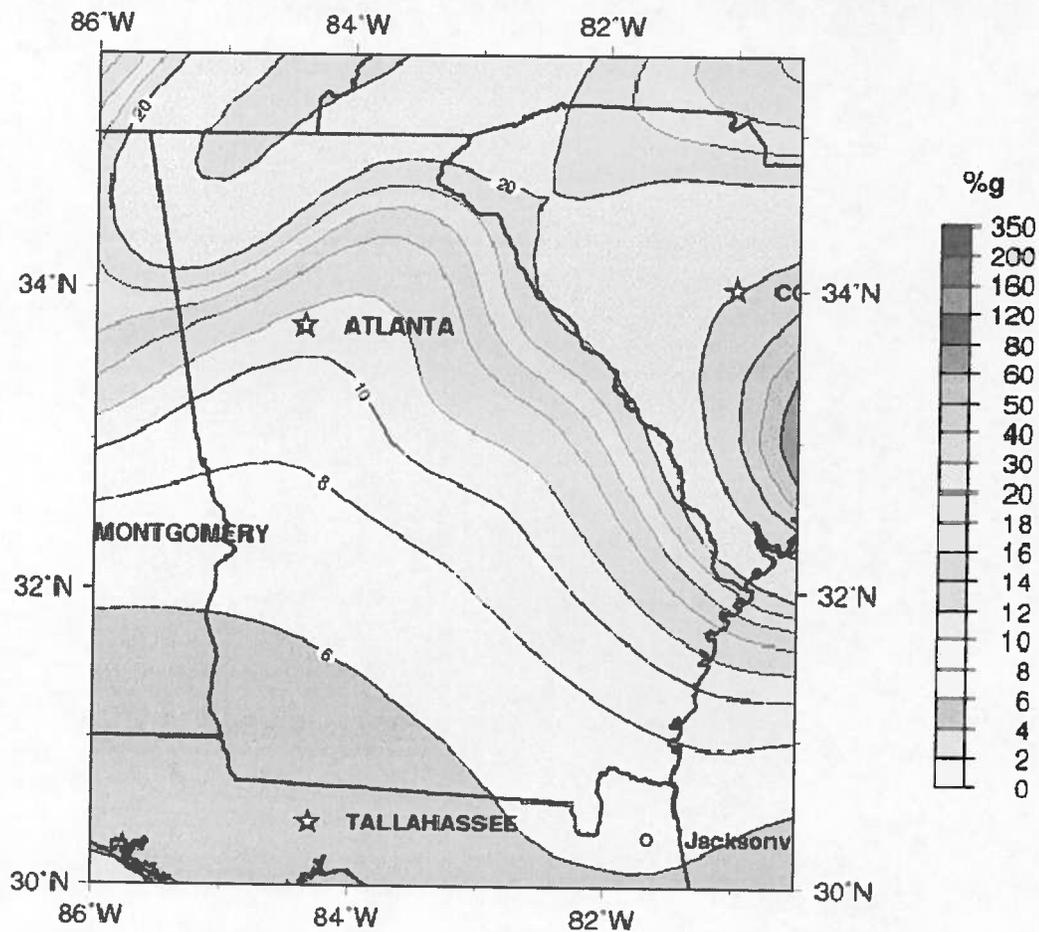
Fault Areas

A geologic fault is defined as a fracture or a zone of fractures in any material along which strata on one side have been displaced (relative movement of any two sides of a fault) with respect to that on the other side. New MSW landfills and lateral expansions of such facilities are prohibited within 200 feet of a fault that has had displacement in the past 10,000 years (Holocene epoch) unless the owner or operator demonstrates to proper regulatory authority that an alternative setback distance of less than 200 feet will prevent damage to the structural integrity of the MSW facility and will be protective of human health and the environment. Available geologic mapping does not reveal the presence of any fault areas in the community (following graphic).



Seismic Impact Zones

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



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

Unstable areas

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

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

ASSESSMENT

The community is awaiting state revision of environmental protection criteria (significant groundwater recharge, wetlands, and river corridor) to develop and adopt appropriate regulatory ordinances. When the statewide floodplain mapping project update is completed, local jurisdictions should make any necessary revisions to existing ordinances/maps. Solid waste needs

of the community and the ability of natural resources to assimilate the impacts of solid waste-related development should be given primary consideration in any project review and permitting process.

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

NEED: Develop, adopt and enforce environmental protection criteria (significant groundwater recharge area protection ordinances and wetlands protection ordinance, and river corridor protection)

REQUIRED APPLICANT PROCEDURES RELATED TO LANDFILL SITING

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

Site Selection Meeting

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

Site Decision Meeting

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

Additional Siting Standards

1. Any solid waste handling facility that may in the future be sited in the community must resolve a specific solid waste need of the community.
2. Access and egress of all traffic transporting waste material for subsequent processing, handling and/or disposal to any solid waste facility which may in the future be sited in the community shall be limited to state highway or railway.
3. All points of access and egress to/from any solid waste facility which may in the future be sited in the community shall be at least 350 linear feet, centerline-to-centerline, from any other driveway (point of access or egress) on the same state route.
4. The main entrance road to any solid waste handling facility which may in the future be sited in the community shall be improved and maintained with typical hard-surface pavement or gravel for a distance of no less than one hundred feet from pavement edge of the state highway.
5. The working area (recycling area, chipper, disposal pit, incinerator, etc.) of any waste handling facility which may in the future be sited in the community shall be permanently blocked from horizontal view from any public area or pre-existing development via earthen berm, dense hedge or tree cover, or other appropriate means.

HYDROLOGICAL ASSESSMENT

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

1. Distance to nearest point of public or private drinking water supply: all public water supply wells or surface water intakes within two miles and private (domestic) water supply wells within one-half mile of a landfill must be identified;
2. Depth to the uppermost aquifer: for landfills, the thickness and nature of the unsaturated zone and its ability for natural contamination control must be evaluated;
3. Uppermost aquifer gradient: for landfills, the direction and rate of flow of groundwater shall be determined in order to properly evaluate the potential for contamination at a specific site. Measurements of water levels in site exploratory borings and the preparation of water table maps are required. Borings to water are required to estimate the configuration and gradient of the uppermost aquifer;
4. Topographic setting: features which shall be provided include, but are not limited to, all upstream and downstream drainage areas affecting or affected by the proposed site, floodplains, gullies, karst conditions, wetlands, unstable soils and percent slope;

5. Geologic setting: for landfills, the depth to bedrock, the type of bedrock and the amount of fracturing and jointing in the bedrock shall be determined. In limestone or dolostone regions, karst terrain shall not be used for waste disposal. This consideration does not preclude the siting of landfills in limestone terrains, but rather is intended to prevent landfills from being sited in or adjacent to sink-holes, provided, however, that the demonstration required by section (h) has been made.
6. Hydraulic conductivity: evaluation of landfill sites shall take into consideration the hydraulic conductivity of the surface material in which the wastes are to be buried, as well as the hydraulic conductivity of the subsurface materials underlying the fill;
7. Sorption and attenuation capacity: for landfills, the sorptive characteristics of an earth material and its ability to absorb contaminants shall be determined; and
8. Distance to surface water: municipal solid waste landfills shall not be situated within two miles up gradient of any surface water intake for a public drinking water source unless engineering modifications such as liners and leachate collection systems and ground-water monitoring systems are provided.

PLAN CONSISTENCY

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

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

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

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

PERMITS FOR REGIONAL SOLID WASTE DISPOSAL FACILITIES

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

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

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

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

(b) The division shall review the application and supporting data, make a determination as to the suitability or unsuitability of the proposed site for the intended purpose, and notify the applicant and the host local government if different from the applicant in writing of its determination.

(c) Upon receipt from the division of notice that the proposed site is suitable for the intended purpose, the applicant shall within 15 days of receipt of such notification publicize the fact by public notice as outlined in paragraphs (1), (2), and (3) of subsection (a) of this Code section. Further, within 45 days of receipt of such notification from the division, the host local government for the proposed site shall as outlined in paragraphs (1), (2), and (3) of subsection (a) of this Code section advertise and hold a public meeting to inform affected residents and landowners in the area of the proposed site and of the opportunity to engage in a facility issues negotiation process.

(d) Following notification of the applicant of the proposed site's suitability, the division may continue to review the applicant's permit application but the director shall not take any action with respect to permit issuance or denial until such time as the local notification and negotiation processes described in this Code section have been exhausted.

(e) The division shall not be a party to the negotiation process described in this Code section, nor shall technical environmental issues which are required by law and rules to be addressed in the permitting process be considered negotiable items by parties to the negotiation process.

- (f) Within 30 days following a public meeting held in accordance with subsection (c) of this Code section, a facility issues negotiation process shall be initiated by the host local government upon receipt of a written petition by at least 25 affected persons, at least 20 of whom shall be registered voters of or landowners in the host jurisdiction. Multiple petitions may be consolidated into a single negotiating process. For the purposes of this subsection, the term "affected person" means a registered voter of the host local government or of a county contiguous to such host local government or a landowner within the jurisdiction of the host local government.
- (g) Within 15 days following receipt of such written petition, the host local government shall validate the petition to ensure that the petitioners meet the requirements of this Code section.
- (h) Within 15 days following the validation of the written petition to negotiate, the host local government shall notify the petitioners by publication as provided in paragraphs (1), (2), and (3) of subsection (a) of this Code section; shall notify the permit applicant if different from the host local government, the division, and the regional development center that the negotiation process is being initiated; and shall set a date for a meeting with the citizens facility issues committee, the host local government, and the permit applicant not later than 30 days following validation of such written petition to negotiate.
- (i) The petitioning persons shall select up to ten members, at least eight of whom shall be registered voters or landowners in the host local government, to serve on a citizen's facility issues committee to represent them in the negotiation process. The membership of the citizen's facility issues committee shall be chosen within 15 days following the validation of such written petition pursuant to this Code section.
- (j) The negotiation process shall be overseen by a facilitator named by the host local government, after consultation with the citizens' facility issues committee, from a list provided by the Department of Community Affairs. The function of the facilitator shall be to assist the petitioners, the host local government, and the permit applicant, if different from the host local government, through the negotiation process. The cost, if any, of the facilitator shall be borne by the permit applicant.
- (k) Beginning with the date of the first negotiation meeting called in accordance with subsection (h) of this Code section, there shall be no fewer than three negotiation meetings within the following 45 day period unless waived by consent of the parties. Such negotiation meetings shall be presided over by the facilitator named in subsection (j) of this Code section and shall be for the purpose of assisting the petitioners, the host local government, and the permit applicant, if different from the host local government, to engage in nonbinding negotiation.
- (l) Minutes of each meeting and a record of the negotiation process shall be kept by the host local government.
- (m) All issues except those which apply to environmental permit conditions are negotiable. Environmental permit conditions are not negotiable. Issues which may be negotiated include but are not limited to:

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

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

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

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

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

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

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

**TAYLOR COUNTY JOINT SOLID WASTE MANAGEMENT PLAN
IMPLEMENTATION STRATEGY
2007 - 2018**

| TAYLOR COUNTY | | | | | | | | | | | | | | | | |
|--|-------------|----|----|----|----|----|----|----|----|----|----|----|-------------------|------------------------|-------------------|-------------------------|
| PLAN ELEMENT AND ACTIVITY | Fiscal Year | | | | | | | | | | | | Responsible Party | Estimated Cost | Funding Source | |
| | 07 | 08 | 09 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | | | | |
| Amount of Waste | | | | | | | | | | | | | | | | |
| continue monitoring waste volume | X | X | X | X | X | X | X | X | X | X | X | X | X | county manager | staff time | county solid waste fund |
| Collection | | | | | | | | | | | | | | | | |
| equipment replacement under current collection: | | | | | | | | | | | | | | | | |
| replace 50 dumpsters every other year | | | | | X | | | | | | | | | county manager | \$ 800± /dumpster | county solid waste fund |
| replace garbage truck (4) | | X | X | | | | | | | | | | | | \$150K- | county solid waste fund |
| purchase new dump truck (1) | | X | X | | | | | | | | | | | | \$200K ea. | county solid waste fund |
| purchase recycling trailer | | X | X | | | | | | | | | | | | \$10K | county solid waste fund |
| implement curbside garbage collection | | | | | X | | | | | | | | | board of commissioners | \$400K | user fees |
| Disposal | | | | | | | | | | | | | | | | |
| maintain inert landfill | X | X | X | X | X | X | X | X | X | X | X | X | X | PW Dir. | \$30K | county solid waste fund |
| acquire borrow area | | | X | | | | | | | | | | | county manager | \$59,000 | Local |
| equipment replacement | | | | | | | | | | | | | | county manager | \$35K | county solid waste fund |
| baler for corrugated cardboard recycling | | | | | X | | | | | | | | | | \$140K | county solid waste fund |
| purchase new backhoe for inert landfill | | | X | | | | | | | | | | | | | county solid waste fund |
| Waste Reduction | | | | | | | | | | | | | | | | |
| reestablish recycling program | | | | X | | | | | | | | | | board of commissioners | \$25K/yr | county solid waste fund |
| Purchase recycling trailer | | | X | | | | | | | | | | | county manager | \$10K | county solid waste fund |
| Investigate feasibility of initiating Keep Taylor Beautiful program (reduction/recycling activities) | | | | X | | | | | | | | | | county manager | staff time | local |
| purchase recycled office supplies when possible | X | X | X | X | X | X | X | X | X | X | X | X | X | county manager | as needed | local |

| Public Education and Involvement | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|------------------------|------------|---------------|
| advertise local recycling activities on web page | | | | | | | | | | | | county manager | staff time | local |
| publish Solid Waste Full Cost report annually | X | X | X | X | X | X | X | X | X | X | X | county manager | \$50 each | local |
| Land Limitation | | | | | | | | | | | | | | |
| adopt Groundwater Recharge Area Protection ordinance in compliance with state environmental planning criteria | | | | | | | | | | | | board of commissioners | staff time | local |
| adopt Wetlands Protection ordinance in compliance with state environmental planning criteria | | | | | | | | | | | | board of commissioners | staff time | local |
| adopt River Corridor Protection ordinance in compliance with state environmental planning criteria | | | | | | | | | | | | board of commissioners | staff time | local |
| Closely monitor development activity through permit issuance | X | X | X | X | X | X | X | X | X | X | X | P&Z | staff time | local |
| Increase environmental/nuisance code enforcement activity | | | | | | | | | | | | P&Z | staff time | local |
| Participate in any state-sponsored scrap tire collection program | | | | | | | | | | | | P&Z | \$5K-\$10K | EPD and local |
| Implementation and Financing | | | | | | | | | | | | | | |
| report solid waste management costs through submission of annual Full Cost Reporting | X | X | X | X | X | X | X | X | X | X | X | county manager | staff time | local |
| annual review of solid waste activity | X | X | X | X | X | X | X | X | X | X | X | county manager | staff time | local |

CITY OF BUTLER

| PLAN ELEMENT AND ACTIVITY | Fiscal Year | | | | | | | | | | Responsible Party | Estimated Cost | Funding Source | | | |
|---|-------------|----|----|----|----|----|----|----|----|----|-------------------|----------------|----------------|--------------|-------------------|-----------|
| | 07 | 08 | 09 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | | | | 17 | 18 | |
| Amount of Waste | | | | | | | | | | | | | | | | |
| Continue monitoring waste volumes | X | X | X | X | X | X | X | X | X | X | X | X | X | city clerk | staff time | local |
| Collection | | | | | | | | | | | | | | | | |
| Replace garbage truck | | | X | | | | | | | | | | | PW Dir. | \$120K/ \$150K | local |
| Consider privatizing solid waste collection | | | | | | | X | | | | | | | city council | \$75K | user fees |
| Disposal | | | | | | | | | | | | | | | | |
| Maintain agreement with county (as host community for commercial landfill) for disposal service (±40 years remaining on contract) | X | X | X | X | X | X | X | X | X | X | X | X | X | city council | \$1/T | user fees |
| Maintain agreement with county for use of county landfill for disposal of yard debris | X | X | X | X | X | X | X | X | X | X | X | X | X | city council | ±\$1K/yr | user fees |
| Waste Reduction | | | | | | | | | | | | | | | | |
| Support county reestablishing recycling program | | | | X | X | X | X | X | X | X | X | X | X | city council | staff time | local |
| Continue purchasing recycled office products when possible | X | X | X | X | X | X | X | X | X | X | X | X | X | city clerk | as needed | local |
| Public Education and Involvement | | | | | | | | | | | | | | | | |
| Post county recycling and waste reduction information on city's dynamic web page | | | | X | X | X | X | X | X | X | X | X | X | IT | staff time | local |
| Publish solid waste management cost annually | X | X | X | X | X | X | X | X | X | X | X | X | X | city clerk | \$50/yr | local |
| Support Keep Taylor Beautiful program if established | | | | X | X | X | X | X | X | X | X | X | X | city council | staff time | local |
| Land Limitation | | | | | | | | | | | | | | | | |
| Adopt Groundwater Recharge Area Protection ordinance in compliance with state environmental planning criteria | | | | X | | | | | | | | | | city council | staff time | local |
| Adopt Wetlands Area Protection ordinance in compliance with state environmental planning criteria | | | | X | | | | | | | | | | city council | staff time | local |
| Implementation and Financing | | | | | | | | | | | | | | | | |
| Report solid waste management costs through submission of annual Full Cost Reporting | X | X | X | X | X | X | X | X | X | X | X | X | X | city clerk | staff time | local |
| Annual review of solid waste activity | X | X | X | X | X | X | X | X | X | X | X | X | X | city clerk | staff time | local |

CITY OF REYNOLDS

| PLAN ELEMENT AND ACTIVITY | Fiscal Year | | | | | | | | | | Responsible Party | Estimated Cost | Funding Source | | |
|---|-----------------|----|----|----|----|----|----|----|----|----|-------------------|----------------|----------------|------------|-----------------------|
| | 07 | 08 | 09 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | | | | 17 | 18 |
| | Amount of Waste | | | | | | | | | | | | | | |
| Continue monitoring waste volumes | X | X | X | X | X | X | X | X | X | X | X | | city clerk | staff time | local |
| Collection | | | | | | | | | | | | | | | |
| Maintain privatized curbside collection by: -extending contract with current service provider or -advertising for bids | | | X | | | | | | | | | | city clerk | ±\$50K | enterprise fund |
| Replace backhoe used for yard debris collection | | | | | | | | | | X | | | city clerk | \$175K | enterprise fund/local |
| Replace dump truck used for yard debris collection | | | | | | | | | | X | | | city clerk | \$150K | enterprise fund/local |
| Disposal | | | | | | | | | | | | | | | |
| Maintain agreement with county (as host community for commercial landfill) for disposal service (±40 years remaining on contract) | X | X | X | X | X | X | X | X | X | X | X | X | city council | \$1/T | N/A |
| Maintain agreement with county for use of county landfill for disposal of yard debris | X | X | X | X | X | X | X | X | X | X | X | X | city council | ±\$1K/yr | user fees |
| Waste Reduction | | | | | | | | | | | | | | | |
| Support county's recycling program | | | | | X | X | X | X | X | X | X | X | PW Dir. | staff time | local |
| Purchase recycled office products when possible | X | X | X | X | X | X | X | X | X | X | X | X | city clerk | as needed | local |
| Public Education and Involvement | | | | | | | | | | | | | | | |
| Post county recycling and waste reduction information on city's dynamic web page | | | | X | X | X | X | X | X | X | X | X | IT | staff time | local |
| Land Limitation | | | | | | | | | | | | | | | |
| Adopt Groundwater Recharge Area Protection ordinance in compliance with state environmental planning criteria | | | | X | | | | | | | | | city council | staff time | local |

REPORT OF ACCOMPLISHMENTS
TAYLOR COUNTY SOLID WASTE MANAGEMENT PLAN
BUTLER AND REYNOLDS
TRANSITIONAL SHORT TERM WORK PROGRAM UPDATE
2004 - 02/06

| Action | 2004-2006 | Accomplishments |
|---|-----------------------------|--|
| Amount of Waste: To characterize solid waste generated and disposed of in Taylor County and to build a sound information base upon which management decisions can be made and progress toward state and local goals can be determined. | | |
| 1. Continue relying on weight records obtained from Southern States Landfill to monitor total quantities of waste disposal by jurisdiction | County/ Municipalities | completed/completed |
| 2. Report to the state tonnage disposed | County/ Municipalities | completed/completed |
| Collection: To ensure the efficient and effective collection of solid waste and recyclable and compostable materials for the next ten years. | | |
| 1. Maintain green box system for collection of solid waste in rural/unincorporated areas and some commercial accounts in cities. | County | completed |
| 2. Maintain curbside collection of solid waste | Municipalities | Butler collects; Reynolds maintained privatized collection |
| 3. Maintain garbage fees at a level sufficient to cover solid waste management costs. | Municipalities | completed |
| 4. Entertain proposals to privatize collection services. | County/Butler | Taylor took bids, decided against privatization, but is once again considering privatizing the service; Butler periodically receives bids from waste haulers |
| 5. Replace garbage (trash) trucks | County/Butler (Reynolds) | Taylor purchased a garbage truck; Butler replaced garbage truck in 2008; Reynolds replaced trash truck |
| 6. Continue collecting cardboard from commercial accounts. | County | Ceased this activity in 2007 due to inadequate markets for recyclables |
| Waste Reduction: To achieve a 25 percent per capita reduction by 1996 in the amount of solid waste received at disposal facilities and to sustain waste reduction programs for the next ten years and beyond. | | |
| 1. Maintain a County Office of Recycling. | County | Ceased this activity in 2007 due to inadequate markets for recyclables |
| 2. Continue collection of recyclables, including cardboard from commercial accounts. | County | Ceased this activity in 2007 due to inadequate markets for recyclables |

| Action | 2004-2006 | Accomplishments |
|---|---------------------------|---|
| <p>Disposal: To ensure that disposal facilities in Taylor County meet regulatory requirements and can continue to support effective solid waste handling programs over the next ten years.</p> | | |
| <p>1. Continue to use Southern States Landfill as disposal site for solid waste for the remaining life of the facility.</p> | County/ Municipalities | Host community of commercial MSW landfill; has disposal contract for life of facility (±50 years) |
| <p>2. Continue to use inert landfill for yard trimmings that are not home composted.</p> | County | completed |
| <p>Public Education and Involvement: To ensure that residents and businesses in Taylor County understand the issues, needs, and goals of the solid waste management system.</p> | | |
| <p>1. Continue recycling programs in schools.</p> | County/ High School | ceased this activity in 2007 due to inadequate markets for recyclables |
| <p>2. Continue presenting programs at civic clubs</p> | County | ceased this activity in 2007 due to inadequate markets for recyclables |
| <p>3. Continue participation in annual America Recycles Day and Keep Georgia Beautiful programs</p> | County/ High School | ceased this activity in 2007 due to inadequate markets for recyclables |
| <p>Land Limitation: To ensure that proposed solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable for such developments.</p> | | |
| <p>1. Continue disposing of solid waste at Southern States Landfill.</p> | County/ Municipalities | host community of commercial MSW landfill; has disposal contract for life of facility (±50 years) |
| <p>2. Continue disposing of inert waste at permitted county landfill site.</p> | County | completed |
| <p>Implementation and Financing: To achieve a balanced and affordable solid waste management plan implementation strategy, while also meeting the goals and requirements of State law.</p> | | |
| <p>1. Update solid waste management plan</p> | County/ Municipalities | attached |
| <p>2. Fund all solid waste management activities without having to subsidize operations from general fund.</p> | Municipalities | completed; Reynolds uses enterprise fund |
| <p>3. Determine, document, and advertise solid waste management costs to the public.</p> | County/ Municipalities | all jurisdictions publish Full Cost Report annually |

Appendix A
Collection Capacity Assurance - City of Reynolds

March 2, 2009

Honorable Jonathan Knight, Mayor
City of Reynolds
P. O. Box 386
Reynolds, GA 31076

RE: Collection Capacity Assurance Letter

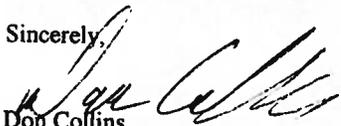
Dear Mayor:

TransWaste Services, Inc. was founded in 1994, and today collects household waste from thousands of residential and commercial/industrial accounts in north and south Georgia. Reynolds is serviced from one of ten sites under state-issued permit number PBR-047-33COL.

The MSW waste stream from your jurisdiction is transported to the Veolia Environmental Services commercial landfill in Taylor County. Please consider this letter as assurance of our capacity to collect your waste stream throughout the 2006-2016 timeframe. We look forward to a long term relationship with the city.

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

Sincerely,


Don Collins

Government Contracts Manager



Appendix B
Disposal Capacity Assurance - Greater Taylor County



Taylor County Landfill
208 Southern States Road
Mauk, Georgia 31058
478.862-2610

Honorable Sidney Albritton
Chairman, Taylor County
Board of Commissioners
P. O. Box 278
Butler, GA. 31006

Honorable Joel Posey
Mayor, City of Butler
P. O. Box 476
Butler, GA. 31006

Honorable Jonathan Knight
Mayor, City of Reynolds
P. O. Box 386
Reynolds, GA. 31076

May 21, 2009

Honorable Mr. Chairman, Mayors and County Manager:

This letter serves as a disposal capacity assurance for waste generated by the unincorporated areas of Taylor County and the cities of Butler and Reynolds from 2009 to 2019. The Georgia EPD permit number for this facility is 133-003SL. This assurance is based on the unincorporated areas of Taylor County and the cities of Butler and Reynolds disposing of approximately 8,000 tons of waste at this facility on an annual basis.

We thank Taylor County and the Cities of Butler and Reynolds for this business partnership and look forward to providing environmentally sound waste disposal options for the foreseeable future.

Sincerely,

A handwritten signature in cursive script that reads "Rhonda Poston".

Rhonda Poston
Taylor County Landfill

Appendix C
Reynolds Collection Agreement with TransWaste Services

WASTE SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 31st day of December 2004, by and between TRANSWASTE SERVICES, INC. a Georgia Business Corporation with its principal offices located in Dougherty County (hereinafter referred to as "TWS") and CITY OF REYNOLDS, a Georgia Municipality acting through its Mayor and City Council, (hereinafter referred to as the "City").

WITNESSETH

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

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

WHEREAS, the City desires to enter into this Agreement with TWS for the use of the facilities and services of TWS.

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

1. Term. The term of this Agreement shall commence on January 1, 2005, and shall end at midnight December 31, 2009. Provided however, this Agreement may be terminated by the City, through its duly authorized governing mayor and council, between January 1 and January 10 of each year by giving TWS notice of its intention to terminate the contract, and this termination shall be effective immediately. If TWS wishes to terminate the Agreement, TWS must give notice of its intention to terminate the Agreement at least 180 days prior to January 1 of the upcoming year.

2. Scope.

a. Waste Material. This Agreement applies only to Municipal Solid Waste and other Solid Waste which, under the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., and the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. § 12-8-20 et seq., and the regulations promulgated thereunder, as the foregoing currently exist or are hereafter amended, may be disposed of in a Subtitle D landfill without special handling or further processing ("Waste Material"). Provided however, this Agreement does not apply to White Goods, Yard Trimmings.

b. Non-Conforming Waste. Any wastes or material other than Waste Material including without limitation any Hazardous Waste and any Waste Material specifically excluded in Exhibit A attached hereto from the services or obligations contemplated to be performed under this Agreement are hereinafter referred to as "Non-Conforming Waste". TWS is not required to accept Non-Conforming Waste. However, TWS shall be deemed to have accepted Non-Conforming Waste offered by covered units in the City if and only if TWS loads such Non-Conforming Waste onto a truck owned by TWS at the curbside or loads such Non-Conforming Waste onto a truck at a Transfer Station of TWS for transportation and disposal at a facility. Non-Conforming Waste offered by covered units in the City and accepted by TWS shall be the sole responsibility of TWS. All costs of disposing of Non-Conforming Waste accepted by TWS, including any fines and penalties associated with such Non-Conforming Waste, shall be the sole responsibility of TWS.

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

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

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

6. Termination.

a. TWS may terminate this Agreement if the City fails to comply with paragraph 5 hereof.

b. The City may terminate this Agreement if TWS fails to comply with paragraphs 2, 4, 7(a), or 21.

7. Additional Warranties.

a. TWS warrants to the City that:

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

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

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

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

v. all Waste Material collected by TWS is deemed the property of TWS upon the collection and placement of the waste into TWS's vehicle at curbside, pursuant to this Agreement.

b. the City warrants to TWS that:

i. it will provide the documentation referenced herein.

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

8. Indemnifications.

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

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

9. Agreement to Defend. TWS covenants and agrees to defend the City against any and all liabilities, damages, fines, claims, penalties, forfeitures, costs, demands, damages, fines, claims, penalties, forfeitures, costs, demands and expenses, causes of action, suits and judgments of any nature arising in connection with the legality of the delivery or transportation of Waste Material pursuant to this Agreement (hereafter "Claims"). In the event that any Claim is asserted against the City, TWS shall assume the investigation and defense of the Claim, including the employment of

counsel selected by TWS and shall assume the payment of all expenses related to the defense. The City shall give written notice to TWS of any and all Claims within ten (10) business days of the City's receipt of service or written notice of any and all such Claims. The City shall cooperate with TWS in the defense of any and all Claims as requested by TWS. The City may compromise or settle any Claim only with the express consent of TWS, which consent shall not be unreasonably withheld. TWS's obligation to defend the City pursuant to this Section shall be conditioned upon the City's satisfaction of its obligations to provide notice and cooperate in the defense of Claims as provided by this Section. Nothing in this Section shall be interpreted to expand those liabilities, damages, fines, claims, penalties, forfeitures, costs, claims, and expenses for which TWS has agreed to indemnify the City pursuant to Section 8 of this Agreement.

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

11. Force Majeure Events: Obligations Absolute.

a. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, strikes, fire, flood, windstorm, explosion, riot, war, sabotage, court injunction or order, loss of permits, governmental action or any other cause or causes ("Force Majeure Events") beyond the reasonable control of the party affected. In the event of the occurrence of a *Force Majeure* Event, the affected party shall promptly notify the other party of such occurrence and of the anticipated extent of the delay. Each of the parties hereto shall be diligent in attempting to cure or remove such Force Majeure Event.

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

12. Assignment. The City hereby acknowledges and agrees that TWS may assign and pledge this Agreement and any monies due or to become due hereunder to an entity in the business of providing services similar to TWS, upon written approval by the City which shall not be unreasonably withheld. Upon such assignment, the obligations of the parties hereto shall continue to be irrevocable and non-cancelable. TWS may employ one or more independent contractors to fulfill its obligations under this Agreement but shall provide to the City the names and addresses of such contractors, and TWS shall remain primarily liable for the performance of its obligations under this Agreement notwithstanding said employment.

13. Exclusivity. Except as provided in paragraph c of Exhibit "A" attached hereto, this Agreement shall be construed as granting TWS the exclusive right, to the extent allowed by law, to perform the services set forth in Exhibit "A" with respect to Waste Material generated by Covered Units in the City's jurisdiction. The City warrants that it has the authority to the extent allowed by law, grant such exclusive right as described in this Agreement.

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

To the City: Mayor, City of Reynolds
P. O. Box 386
Reynolds, Georgia 31076

To TWS: TransWaste Services, Inc.
P. O. Box 72043
Albany, Georgia 31708

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

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

17. Confidentiality.

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

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

c. Nothing above shall prevent TWS from making any disclosures of any information referred to in paragraphs a and b as may be required in connection with an assignment contemplated by paragraph 11 above.

d. Nothing above shall prevent either TWS or the City from disclosing to other or using in any manner information which either party can show:

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

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

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

iv. the disclosure of which is required by law regulation or court order.

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

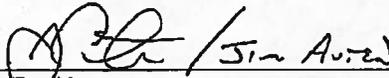
19. Further Assurances. Each party hereto shall execute and deliver any instruments and perform any acts necessary and reasonably requested by the other party to give full effect to this Agreement.

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

21. Insurance. It is mutually agreed between the City and TWS that, during the term of this Agreement, TWS shall have in full force and effect liability insurance policies providing liability insurance coverage for all vehicles to be used by TWS in the performance of this Agreement, and that said coverage shall be in the amount of not less than One Million Dollars (\$1,000,000) umbrella for property damage and for personal injury coverage. TWS will also provide and maintain workers' compensation insurance, as provided by law, covering the employees of TWS in performance of their duties under this Agreement. Evidence of insurance shall be provided to the City no later than January 1st of each year and shall list the City of Reynolds as an additional named insured.

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

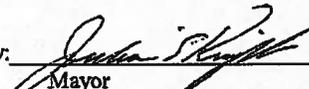
TRANSWASTE SERVICES, INC.

By: 
Div. Vice President

(SEAL)

Attest: _____
Secretary

CITY OF REYNOLDS

By: 
Mayor

(SEAL)

Attest: 
Clerk

EXHIBIT "A"
Collection, Hauling and Disposal Services

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

a. Definitions.

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

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

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

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

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

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

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

DISPOSAL SITE -- A refuse depository for the proceeding or disposal of Waste Material, including, but not limited to, sanitary landfills, transfer stations, incinerators, and

waste processing separation centers, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

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

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

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

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

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

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

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

RESIDENTIAL UNIT -- A dwelling or occupied living space within the Service Area, including but not limited to single family residences, apartments, efficiency units, mobile homes, and condominiums, provided with a Container. All Residential Units shall be located within the Service Area.

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

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

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

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

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

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

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

c. **Exclusive Franchise.** Except as provided below and to the extent allowed by law, this Agreement shall be construed as granting TWS the exclusive right to collect, transport, process, and dispose of Waste Material generated by Covered Units located in the City's jurisdiction. With respect to any Covered Unit in City's jurisdiction which generates Waste Material which is transported or disposed of pursuant to a contract in effect on the date of this Agreement (hereafter, "pre-existing contract"), the City grants to TWS, to the extent allowed by law, the exclusive right to transport, process and dispose of Waste Material generated in each; such Covered Unit upon the expiration of the current term of any pre-existing contract. The City warrants that it has the authority, to the extent allowed by law, to grant such exclusive right as described in this Agreement. The City covenants, to the extent allowed by law, that, during the term of this Agreement, it will not engage others, or itself become involved, in the activities of collecting, transporting, and/or disposing of the Waste Material generated by Covered Units or any other similar activity that would impair the exclusive right of TWS.

d. **Services Provided to the City.** TWS shall provide curbside collection service for the collection of Waste Material from all Covered Units located within the incorporated areas of the City one (1) time per week. It is the resident's responsibility to see that containers are placed curbside or as close as practicable to the collection vehicle routes by 7:00 a.m. on the designated collection day. Curbside refers to the portion of the right of way adjacent to paved or traveled

roadways (including alleys). TWS shall further provide collection services for all Commercial or Industrial Units located within the incorporated areas of the City on schedules to be agreed upon.

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

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

iii. TWS shall deliver the Waste Material collected to the Southern States Title D Landfill in Taylor County.

iv. TWS shall have no responsibility to collect White Goods, Yard Trimmings or Construction Debris.

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

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

g. **Missed Collections.** In the event that a regularly scheduled collection is missed and a complaint received by either the City or TWS, and where no fault can be found on the generator's part, a special collection of the refuse will be required of TWS within forty-eight hours.

The City shall notify TWS of any complaints they received within two (2) hours. TWS will at all times during the term of the Agreement provide a telephone number which city residents may call which is not a long distance charge to the caller.

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

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

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

k. Personnel. TWS shall require its employees to be courteous at all times, to work quietly and not to use loud or profane language. Each employee shall wear a uniform clearly labeled with the name of TWS and the employee. Clothing will be as neat and clean as circumstances permit. Shirts will be required at all times. TWS's employees shall follow the regular walks for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property to adjoining property and shall not meddle or tamper with property which does not or should not concern them. Each employee assigned to drive a vehicle shall, at all times, carry a valid driver's license for the type of vehicle said employee is driving. The City shall have the right to make a complaint regarding any employee of TWS who violates any provision hereof or who is wanton, negligent, or discourteous in the performance of his duties. The City may suggest action to be taken on its complaint, but it shall not be binding on TWS.

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

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

EXHIBIT "B"
Collection, Hauling and Disposal Fees

a. **Base Compensation and Adjustments for New or Discontinued Service.** For the duration of the Agreement, the City shall promptly inform TWS of any new or discontinued service, and TWS may rely upon the City for such information. The City may bill all customers at whatever rate the City shall determine to charge.

i. Notwithstanding the City's collection from its citizens, the City shall pay TWS monthly in accordance with the following schedule.

(# Covered Units Receiving Service, but in no event less than 400) x (Basic Monthly Rate for Covered Collections). For residents in the incorporated areas of the City, the Initial Basic Monthly Rate for Covered Collection shall be \$~~2.00~~ for each Container utilized by a Covered Unit; provided, however, the Initial Basic Rate for Industrial or Commercial Units receiving service from a container larger than 100 gallons or more than one per week shall be \$3.00 per cubic yard based on the size of each Container utilized times the number of weekly services contracted for.

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

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

b. **Escalation Clause.** Annual adjustment or rates may be made to reflect the increases in the cost of operations, as follows:

i. **Annual CPI Adjustments.** Commencing January 1, 2006 and on each ensuing January 1st during the term of the Agreement, the Basic Monthly Rate shall be adjusted as follows to reflect changes in the CPI. The Base Index against which the CPI Index will be measured will be the applicable Index as of January 1, 2004. The applicable Index for the purpose hereof shall be the ALL-ITEMS Consumer Index for the Southern States, according to the appropriate category for the

municipal population of the City of Reynolds, Georgia published by the U.S. Department of Labor, Bureau of Labor Statistics, and in the event the U.S. Department of Labor shall cease to publish such information, the parties agree to substitute another equally authoritative measure of changes in purchasing power of the U. S. dollar as may then be available, so as to carry out the intent of this provision. TWS may, if it chooses, request that adjustments in the rates be based upon some other component CPI or some combination thereof rather than the ALL-ITEMS category. The use of a different component or some combination thereof will, however, be subject to the approval of the City.

ii. As of January 1, 2006 and each January 1st thereafter during the term of the Agreement (including any extensions thereof), the Basic Monthly Rate, commencing for said January 1st and continuing for the balance of the calendar year, shall be the Initial Basic Monthly Rate increased by the percentage increase, if any, in the applicable CPI Index from January 1, 2004 to the January 1st for which the rate adjustment is considered; provided, however, in the event that TWS's fuel costs shall increase at a rate greater than the percentage calculated, pursuant to subparagraph b.i. above, TWS shall be entitled to increase the Basic Monthly Rate by an amount, in addition to the percentage calculated above, sufficient to fully recover the increase in expense caused by the increase in transportation fuel costs in excess of the percentage calculated.

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

iv. Governmental Fee Adjustments. In the event TWS becomes liable for or is required to collect and/or pay any governmental tax, including but not limited to any sales or service tax, increased franchise fee, surcharge, or the like in the collection, processing, or disposal of such refuse under the Agreement, such tax, fee or surcharge shall be the responsibility of the City, to be paid along with TWS's Basic Compensation.

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

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

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

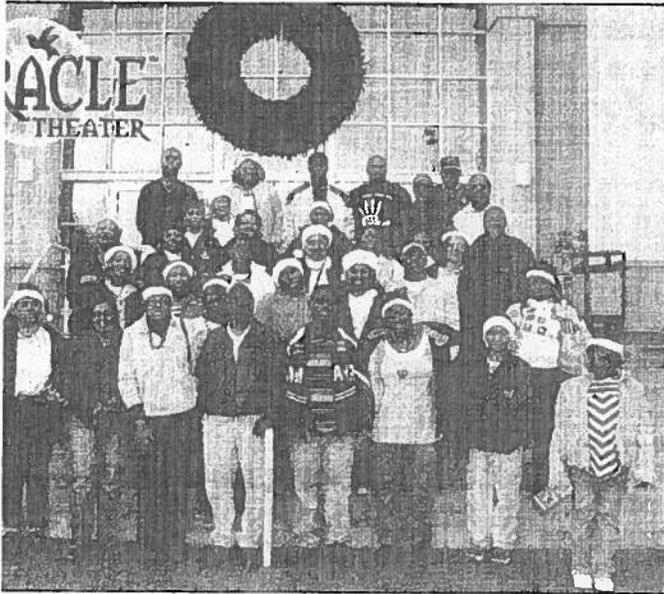
(b) Each party shall select an arbitrator who has been registered by the Georgia Office of Dispute Resolution or by the American Arbitration Association. The two selected arbitrators shall select a third arbitrator. The matter shall then be submitted to said panel of three arbitrators. The decision of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

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

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

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Notices of Public Meetings



Bernada's Sunday School Ministry joys A Trip To Pigeon Forge, TN

aptist Church Sunday School Ministry visited Pigeon Forge, TN Dec. 20-21, 2008. While there, they ocle Theater, Black Bear Jamboree Dinner and Show. On their journey back to Reynolds, the group and shopping at the Hamilton Place Mall in Chattanooga, TN. Bernada Williams, Superintendent; Assistant Superintendent; Alvin Turner, Pastor

Libraries To Offer "Preminder Service"

Library Ser-
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most 10 million items, with a
single library card that is wel-
comed in all member libraries.
Now boasting more than 2 mil-
lion registered cardholders,
PINES is a national leader in
library cooperation and re-
source sharing.

With the new preminder ser-
vice, PINES patrons can sign
up to receive notices by e-mail
that their borrowed materials
will soon be due. "We will no-
tify you before it happens, so
that you can either return or
renew your items before any
fines are assessed," said PINES
Program Director Elizabeth

McKinney

Those who sign up for the ser-
vice and borrow items that cir-
culate for eight days or more
will receive a two-day notice.
Those who borrow items that
circulate for two-to-seven days
will receive a one-day notice.
Patrons may sign up to receive
premidners by simply adding
an e-mail address when access-
ing their patron account online
at www.gapines.org. Alter-
nately, they may ask circula-
tion staff at the Butler Public
Library or the Reynolds Com-
munity Library to add an e-
mail address to their existing
account.

By adding an e-mail address
to patrons' accounts, all seven-
and 14-day overdue notices will
now be sent via e-mail in order
to save Georgia taxpayers the
cost of paper and postage. If no
e-mail address exists in a
patron's record, those individ-
uals will continue to receive pa-
per notices. All 30 day overdue
notices will continue to be sent
via the US Postal Service.

College Chatter

Kimberly N. Jackson of But-
ler earned a spot on South
Georgia College's Dean's List
for Fall Semester, according to
an announcement by Interim
Vice President for Academic
Affairs Dr. Carl B. McDonald.
Students on the Dean's List
attained a minimum grade
point average of 3.5 on a 4.0
scale, carried at least 12 hours
of academic work and have
satisfied all Learning Support
requirements.

The Taylor County News, January 15, 2009, Page 5.

NOTICE OF PUBLIC MEETING SOLID WASTE PLAN

Taylor County and the Cities of Butler and Reynolds hereby announce their intent to update the joint Taylor County Solid Waste Management Plan. A public meeting has been scheduled to inform the public of the purpose of the state-mandated solid waste plan, the process to be followed in updating the document, and to solicit community input into solid waste needs and goals. The hearing is scheduled for 5:00 p.m., Tuesday, January 27, 2009, in the commission meeting room of the Taylor County Courthouse Annex, 7 Ivy Street, Butler. The public is encouraged to attend. A second public hearing will be scheduled later for presentation of the draft solid waste plan for public comment.



The Rocky Mt. Baptist Church Family
invites you to our pastor's
David Towns, II's
8th Anniversary
Sunday, Jan. 18 at 2 p.m.
Guest speaker, Rev. D'neke Colbert
pastor of Logtown Bethel Church Ministries
Thomaston, GA
All churches are invited.

4-H Learning for Life

News You Can Use



Robbie Morrison, Taylor County 4-H Program Assistant

What is Project S.A.F.E.?

Shooting and Educa-
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ticipants have shown high achievement in the field, shop or classroom
ange, but personal development for young people and leaders is the real

S.A.F.E.

4-H Shot
Gun Team

Sign up Deadline: February 2
Annual Fee: \$50.00
Requirements: 7th-12th grade

Hunter's Safety Course is required
This can be completed online
Call the 4-H office for more information

Sign up quickly
Limited spots
available!

1900 Box 397, Butler, Georgia 31106
PH: (478) 862-5196
<http://www.4-h.org>

Greater Ta-
Solid Waste Management Plan

L. P. Anthony
Insurance, Inc.
10 N. Broad Street
P.O. Box 1904
Butler, GA 31006
478-862-9921
introduces

Safeco Insurance

Specializing in auto and
homeowners insurance, Safeco
offers a wide range of discounts to
help lower your rates.
Please give us a call today!
You will be glad you did!

We now sell
Life Insurance and Annuities.

THE AUTO SHOP

when leaders from all across Georgia come together to share best practices and success stories and identify ways to improve leadership efforts in Georgia. Combined with 4-H Day at the Capitol, it provides 4-H'ers an opportunity to learn

help develop young leaders, after all our youth are our future. Events like this, as well as our local Teen Leader Certification Program, civic and community activities are instrumental in developing experienced leaders that can make a difference in

with two adult leaders and I attended this event. Those who attended were: Robbie Morrison, Donna Trussell, Penny Leaprot, Samantha Foin, Diane Glisson, Rebekah Huffmaster, Will



Pride Of Butler Chapter #198 Reaches Out To Community

The members of Pride of Butler Chapter #198 distributed holiday baskets Dec. 21, 2008. Pictured (l-r) are: front row, Margaret Andrews, Post Matron; Glenda Brazziel, Associate Conductress, and Roslyn Howell, Secretary; second row, Velissa Montgomery, Worthy Matron; Diane Bell, member; and Felicia Rackley, Associate Matron.

Sherri Fussell Nominated For South Georgia Tech's GOAL Program

Sherri Fussell of Mauk has been nominated by Instructor Mike Cochran to compete in the Georgia Occupational Award of Leadership (GOAL) program at South Georgia Technical College.

GOAL, a statewide program of the Technical College System of Georgia, honors excellence in academics and leadership among the state's technical college students. GOAL winners are selected at each of the state's 33 technical colleges as well as the four Board of Regents colleges with technical education divisions.

GOAL winners from each campus will compete in March and April in consortia preliminary judging and two finalists from each consortium will go on to compete for the state title in Atlanta in May.

The purpose of the GOAL program is to spotlight the outstanding achievement by students in Georgia's technical colleges and to emphasize the importance of technical education in today's global workforce.

said Carter.

A screening committee at SGTTC will review each of the instructors' nominations then conduct personal interviews with the students. Four finalists will be selected to compete for South Georgia Technical College's GOAL winner for 2009.

The finalists will take part in another round of interviews and evaluations by representatives from local business and industry. That panel will consider the students' qualities like academic achievement, personal character, leadership abilities, and enthusiasm for technical education.

The student judged most outstanding will be designated as the college's GOAL winner and move on to the consortia preliminary judging. Two students from each consortium, which will make up the 12 finalists and will attend competition for the state GOAL award and selection as the Technical College System of Georgia's 2009 student of the year.

NOTICE OF PUBLIC MEETING SOLID WASTE PLAN

Taylor County and the Cities of Butler and Reynolds have prepared a draft, joint Taylor County Solid Waste Management Plan. A public meeting has been scheduled to brief the community on the contents of the draft plan, to provide an opportunity for residents to make suggestions, additions or revisions, and to inform the community of when the draft solid waste management plan will be submitted to the Middle Flint Regional Development Center for its state-mandated review. The hearing is scheduled for 5:00 p.m. Monday, March 2, 2009, in the commission meeting room at Taylor County Courthouse Annex, 7 Ivy Street, Butler. The public is encouraged to attend. A copy of the draft document will be available for review in the offices of the county manager and city manager beginning Wednesday, February 25.

PARTNER'S

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Georgia™
Department of
Community Affairs

July 17, 2009

Ms. Patti Cullen
Executive Director
River Valley Regional Commission
228 West Lamar Street
Americus, Georgia 31709

Patti
Dear ~~Ms. Cullen~~:

Our staff has reviewed the revised information for the 2007-2018 Solid Waste Management Plan for Taylor County and the Cities of Butler and Reynolds. The revisions have brought the plan into compliance with the Minimum Planning Standards and Procedures for Solid Waste Management. To maintain eligibility for solid waste permits, grants, and loans, Taylor County and the Cities of Butler and Reynolds must adopt the 2007-2018 Solid Waste Management Plan as soon as possible.

In order to complete the planning cycle, please forward a copy of the adoption resolutions along with a copy of the revised adopted Solid Waste Management Plan to our office. Once we receive these documents, we will send notification to Taylor County and the Cities of Butler and Reynolds of their eligibility for solid waste grants, loans, and permits.

Sincerely,



Michael W. Gleaton
Assistant Commissioner

MG/ kev

Cc: Mr. Gerald Mixon, Planning Director, Middle Flint RDC





Middle Flint Regional Development Center

DON R. ten BENSEL
EXECUTIVE DIRECTOR

228 WEST LAMAR STREET • AMERICUS, GA 31709
(229) 931-2909 • FAX (229) 931-2745

www.middleflintrdc.org

May 19, 2009



Mr. Mike Gleaton, Assistant Commissioner
Georgia Department of Community Affairs
60 Executive Park South, N.E.
Atlanta, GA. 30329-2231

RE: Report of Findings
Greater Taylor County Solid Waste Management Plan

Dear Mr. Gleaton:

Transmitted herewith is the Middle Flint RDC Report of Findings concerning the full update of Greater Taylor County's Solid Waste Management Plan. If there are any questions, please do not hesitate to call me or Gerald Mixon on the staff at 229-931-2909.

Sincerely,

Sarah A. Walls
Executive Director

| CRISP | DOOLY | MACON | MARION | SCHLEY | SUMTER | TAYLOR | WEBSTER |
|------------------|---|---|-------------|-----------|---|--------------------|-------------------|
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