

Solid Waste Management Plan 2005

CITY OF UNION CITY



Adopted
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Prepared By:



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PLANNING PROCESS AND PURPOSE

This Solid Waste Management Plan has been completed pursuant to the Official Code of Georgia, Annotated, Section 12-8-20 et seq., also known as the Georgia Comprehensive Solid Waste Management Act. The Plan has been prepared according to the Minimum Planning Standards and Procedures promulgated by the Georgia Department of Community Affairs, which are intended to provide a framework to facilitate and encourage integrated, comprehensive solid waste management planning at the local, multi-jurisdictional, and regional levels.

The Plan is organized according to five core-planning elements: waste reduction, collection, disposal, land limitation, and education and public involvement. These core elements are preceded by an introductory waste stream analysis and followed by an implementation schedule. Each element of the Plan provides an inventory and assessment of the current status of solid waste management practices in the planning area, derives needs and goals from that assessment, and determines how an effective and comprehensive solid waste management program will be implemented within the jurisdiction.

The Solid Waste Management Act requires that this plan:

- Provide for the assurance of adequate solid waste collection capability and disposal capacity within the planning area for at least ten years from the date of plan completion.
- Promote a program to reduce by 25 percent the per capita rate of municipal solid waste disposed of statewide in solid waste facilities. (FY 1992 is to be considered the base year.)
- Identify solid waste handling facilities within the plan's area as to size and type.
- Identify land areas in the planning area unsuitable for solid waste handling facilities based on environmental and land use factors.

This plan is submitted to the Department of Community Affairs to fulfill these requirements as well as to provide the citizens of the planning area a guide for future solid waste management.

NOTE: The City is aware that SB 122 repealed the State's 25% Municipal Solid Waste (MSW) reduction goal. That reduction goal remains a part of this plan as a local solid waste management and planning goal.

SECTION 1 INTRODUCTION

The City of Union City is located in south Fulton County approximately 14 miles southwest of downtown Atlanta. Union City was incorporated on August 17, 1908, and derived its name from the National Farmers Union because its national headquarters were located in the City. When chartered, the corporate limit was a two mile square with the northwest and southwest corners clipped. The charter limit contained 2,358 acres. The present corporate limits encompass approximately 5,600 acres.

Interstate 85, State Route 138 and U.S. Highway 29 serve the City and provide access for both personal and commercial traffic. Railway systems in the area include the Atlanta and West Point Railroad and Seaboard Coastline Railroad both part of CSX Transportation, Inc. Hartsfield-Jackson International Airport is located approximately 6 miles northeast of Union City. A private airfield, South Fulton Sky Port, is located to the south in Palmetto, Georgia and provides facilities for private aircraft. Union City is served by the MARTA public transportation system.

Climatic conditions prevailing in Union City are best characterized as variable. A humid subtropical climate results with average temperatures ranging from 45°F in January to 80°F in July. The average rainfall is 48 inches.

Union City is located in the Greenville Slope District of the Southern Piedmont Province of Georgia with elevations ranging from 830 to 1040 feet above mean sea level. The landscape is gently rolling well drained terrain.

Union City's economy is influenced by that of the greater Atlanta area. The economy of the region has no physical boundaries, therefore, the citizens of the community work and trade in several different governmental jurisdictions. Today's economy of Union City includes major employment areas in educational/health/social services, retail trade, manufacturing and transportation. *Table 1.1* reflects Union City's employment by sector.

TABLE 1.1
Employment by Sector 2000
City of Union City

Sector	Number	Percent
Agriculture, Forestry and Mining	10	0.2
Construction	287	5.6
Manufacturing	446	8.7
Wholesale Trade	190	3.7
Retail Trade	523	10.2
Transportation, Warehousing, Utilities	600	11.8

Sector	Number	Percent
Finance, Insurance, Real Estate	445	8.7
Information	239	4.7
Professional, Management, Scientific, Administrative	409	8.0
Educational, Health and Social Services	878	17.2
Arts, Recreation, Accommodation and Food Services	429	8.4
Other Services	245	4.8
Public Administration	403	7.9

Source: U. S. Bureau of the Census 2000

Union City is governed by a Mayor and City Council form of government with a full-time City Administrator. Daily management of City affairs is accomplished by a City Administrator and staff. The City Administrator, City Engineer and City Attorney are appointed yearly by the Mayor and Council. Other major appointments by the Mayor and City Council are the Public Safety Director, Police Chief, Fire Chief and Public Services Director. City operated utilities include water and sewer.

Solid waste collection, recycling and disposal are provided by the City under contract with BFI, natural gas service is provided by Atlanta Gas Light Company, electrical service is provided by Georgia Power and local telephone is provided by BellSouth, Inc.

There are approximately 22 acres of neighborhood parks located within the city limits of Union City that offer baseball/softball facilities, tennis courts and football fields. Approximately 10 miles west of the City is a county park, Cochran Mill Park. This facility offers camping and picnics. In addition, there are an abundance of walking and riding trails available for public use in the area. Churches, two elementary schools, a community center, a Georgia Military College satellite campus, historic sites, a library and civic organizations round out community facilities and activities.

Union City's 2000 population according to the U.S. Bureau of the Census was 11,621. *Table 1.2* reflects population history and projections from 1980 to 2025.

TABLE 1.2
Population History and Projections
City of Union City
1980 - 2025

Year	Population	Percent Change
1980	4,780	
1990	10,210	+113.6
2000	11,621	+13.8
2005	14,058	+20.9
2010	16,306	+15.9
2015	18,745	+14.9
2020	21,403	+14.1
2025	23,365	+9.2

Source: Fulton County Comprehensive Plan 2005.

SECTION 2 WASTE STREAM ANALYSIS

Inventory of Waste Stream Generators

The primary contributors to the overall waste stream in the City of Union City are residential, commercial/industrial sources and yard trimmings. FY2004 quantity collection data by source and collecting agency is reflected in *Table 2.1*.

TABLE 2.1
Quantity of Municipal Solid Waste and Recyclables Collected
For Fiscal Year 2004
City of Union City

Collection Agency	Waste Handled	Quantity of Solid Waste Collected Tons/Year
*BFI	Residential Recyclables Commercial/ Industrials	5640 802 6804
**City of Union City Public Services Dept.	Yard Trimmings (reused as mulch)	284
BFI Collected @ Union City Clean-up Weekends		73
TOTAL		13603 Tons

* Indicates the collection agency with City contract.

** Indicates 100% of collection chipped for reuse as mulch.

There is no local level data as to the composition of the City's waste stream so data from the RW Beck Waste Characterization Study compiled/published at the direction of the Georgia Department of Community Affairs (GA DCA) is utilized for purposes of this document. That information is depicted in *Table 2.2*. As noted, the composition of the waste stream includes paper, plastic, glass, metal organic, C&D and inorganic materials.

TABLE 2.2
Composition of Solid Waste
City of Union City
2004

Waste Type	Percent of Total MSW
Paper	37.7%
Plastic	16.2%
Glass	4.1%
Metal	5.5%
Organic	27.9%
C & D	5.9%
Inorganic	2.8%

Source: RW Beck Waste Characterization Study 2004

Summary population data from the Fulton County Comprehensive Plan is presented in the introduction to this document in five (5) year intervals from 1980 through 2025. For purposes of the Waste Stream Analysis that data has been recalculated on an annualized basis for the period 2005 through 2014.

TABLE 2.3
City of Union City
Solid Waste Management Plan
Population Projections For Ten-Year Planning Period 2005-2014

YEAR	POPULATION
2005	14,058
2006	14,562
2007	14,994
2008	15,462
2009	15,930
2010	16,348
2011	16,866
2012	17,334
2013	17,802
2014	18,270

Source: Fulton County Comprehensive Plan.

Using the information gathered in the inventory phase, anticipated waste amounts without reductions for the planning period have been extrapolated for the period 2005 through 2014 which encompasses the entire planning period. *Table 2.4* reflects the projected annual waste stream tonnage generated, disposed of, recycled and per capita pounds per day per person (PPD). The population data is from the previously cited population projections (*Table 2.3*). The annual tonnage amounts are calculated on an incremental increase in volume basis consistent with the rate of annual population growth.

TABLE 2.4
Annual Projections Without Reductions
Municipal Solid Waste 2004 - 2014
City of Union City

Year	Population	Tons Disposed	Tons Recycled	Total Generated	Lbs./Person/Day Generated
2004	13650	12329	1274	13603	5.46
2005	14058	12698	1312	14010	5.46
2006	14562	13155	1359	14514	5.46
2007	14994	13549	1395	14944	5.46
2008	15462	13973	1436	15409	5.46
2009	15930	14396	1475	15871	5.45
2010	16348	14771	1513	16284	5.45
2011	16866	15229	1560	16789	5.45
2012	17334	15651	1603	17254	5.45
2013	17802	16074	1646	17720	5.45
2014	18270	17492	1689	18181	5.45

Sources: BFI; City of Union City Public Services Department.

To calculate the pounds per person per day the annual total tons generated was divided by 365 to determine the total tons per day. Next, the total tons per day were multiplied by 2000 (2000 lbs. equals one ton to determine the pounds per day). That total was then divided by the projected population to determine the pounds per person per day of waste generated. This calculation was performed for each year 2004 – 2014 in *Table 2.4*.

Annual projections through the planning period for waste generated by composition without reductions are reflected in *Table 2.5*. This data was calculated by applying the pro rata percentage of each composition type from *Table 2.1* to the projected waste stream generated (exclusive of recyclables) contained in *Table 2.4* on an annual basis.

TABLE 2.5
Annual Projections Without Reductions
Municipal Waste Composition By Type 2004 - 2014
City of Union City

Year	Paper	Plastic	Glass	Metal	Organic	C&D	Inorganic
2004	4648	1997	505	670	3439	730	340
2005	4780	2055	521	698	3540	749	355
2006	4955	2131	535	720	3670	776	368
2007	5102	2190	556	745	3780	797	379
2008	5265	2260	570	768	3895	824	391
2009	5425	2330	590	790	4010	848	403
2010	5565	2390	604	810	4120	870	412
2011	5735	2465	624	835	4248	897	425
2012	5895	2535	640	860	4360	923	438
2013	6050	2603	659	880	4484	948	450
2014	6590	2833	712	962	4880	1032	483

TABLE 2.6
Waste Reduction Calculations
City of Union City
2005

2005 Base Year

Population	14058
Waste Landfilled	12517 TPY
Material Recycled	1086 TPY
Per Capita Disposal Rate	5.46 PPD
Per Capita Recycling Rate	0.42 PPD

2005 Per Capital Waste Reduction Goal For Union City:

- A. $5.46 \text{ PPD} \times 0.25 = 1.36 \text{ PPD}$ (25% of Base Year Disposal Rate)
- B. $1.36 \text{ PPD} - 0.42 \text{ PPD} = 0.94 \text{ PPD}$ (25% Red. – Recycling Rate)
- C. $5.46 \text{ PPD} - 0.94 \text{ PPD} = 4.52 \text{ PPD}$ (Adj. Disposal Rate for 2010)

PPD = Pounds Per Person Per Day

TPY = Tons Per Year

TABLE 2.7
Illustrative Graduated Changes In Disposal And Recycling Rates
To Meet The 25 Percent Reduction Goal
With 2005 As The Base Year And 2010 As The Target Year
City of Union City

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Disposal Rate PPD	5.46	5.26	5.08	4.90	4.70	4.52
Recycling Rate PPD	0.42	0.52	0.63	0.73	0.84	0.94

SECTION 3 WASTE REDUCTION ELEMENT

Inventory Assessment

The City of Union City has in place a residential recycling program. It is currently operated under contract by the City's private collection provider. The provider services approximately 3289 residential accounts with once weekly curbside pick-up utilizing 18 gallon recycling bins. Approved recyclables include specified paper, glass, plastic and aluminum/tin products. The cost of the service is included in each resident's monthly sanitation fee (\$11.25). In 2004 802 tons of recyclables were collected at curbside under this program.

In addition to the residential recycling program operated by the contract provider the City operates with its own equipment (dump truck with sides and pull behind chipping machine) a yard trimming collection and mulching program. The City's Public Services Department collects trimmings by appointment for \$25.00 per 8CY load. One hundred percent (100%) of all collected yard trimmings are ground for reuse as mulch and/or woodchips by City residents. Residents may arrange with the Public Services Department to access available mulch/woodchip supplies. In 2004 284 tons of yard trimmings were ground for reuse instead of landfilled.

In 1992 when the City's initial Solid Waste Management Plan was prepared recycling was a newly implemented initiative for the City and the yard trimmings reuse program yet to be implemented. During 2004 the documented recyclable (820 tons) and reuse (284 tons) materials diverted from the waste stream totaled 1086 tons. This represents approximately 8% of the City's total waste stream. Residential recycling represents 14.2% of residential MSW collections. Additionally, in 1992 the per capita pounds per day per person (PPD) was 6.07. In 2004 it was 5.46 a reduction of .61 lbs. or 11% of PPD. The City's PPD is considerably below the statewide PPD average.

In contrast to the findings of the DCA Solid Waste and Recycling Collection 2004 Update where it was reported that the number of local governments whose residents have access to recycling services has slowly dwindled and that there has been a steady decline in the number of local governments making residential recycling services available in their jurisdictions the City of Union City has maintained and enhanced recycling opportunities over the previous ten (10) years.

While documentation is limited or lacking there is potential that significant recycling efforts may also be taking place among commercial, institutional and industrial operations within the City who contract directly with a private recycling

provider for service. Documentation of such activities is an important need in the City's overall solid waste management planning.

Source Reduction. The City of Union City has a formal waste reduction program in the form of the yard trimming mulching reuse program previously described in this and other sections. It is likely that local commercial/industrial operations also have source reduction programs in place. However, documentation is not readily available to confirm the scope and presence of same.

Recycling. The City of Union City sponsors a residential curbside recycling program operated by its contract collection provider.

Yard Trimming Mulching/Composting. The City of Union City operates a yard trimming collection program under the auspices of the Public Services Department. Yard trimmings meeting all local and state limitations are picked up by appointment only. The cost is \$25.00 per 8CY dump truck load. In addition to this regular program twice a year the City sponsors a Community Clean Up Weekend where all qualifying yard trimmings are accepted at no charge. All yard trimmings are ground for mulch and/or woodchips for distribution to City residents.

This program requires that yard trimmings not be placed in or mixed with municipal waste and that yard trimmings be sorted and stored for collection in such a manner as to facilitate collection.

As noted, the City has a formal mulching program. The City encourages private participation in this practice as well as composting. There are numerous individual household composting activities by private citizens within the City but these are not reported and/or registered/permitted by the City so no documentation as to volumes are available. Local utility companies, tree surgeons and landscapers grind limbs, stumps and trees but this volume is not reported to the City for documentation.

As previously noted the yard trimmings collected by the City operated yard trimmings collection program are ground for mulch and/or woodchips for distribution to City residents.

Special Management Items. The City does not provide a year round formal program for special management items. However, at the twice annual Spring and Fall Clean-up Weekends the City will accept certain specified items (non-hazardous). The City does maintain a resource list of qualified firms which handle special management items and will refer citizens upon inquiry regarding the same.

Assessment of Waste Reduction Programs and Facilities. The City of Union City's contract collection provider and the City of Union City operate valuable

waste reduction programs for recycling and reuse. Their value, efficiency and effectiveness in approaching the state's 25% reduction goal are documented. The entities keep excellent records which enable waste quantities to be accurately tracked. However, gathering and tracking data from companies and programs carried out by private entities have proven problematic to identify and document.

The absence or unreliability of certain information notwithstanding, based on substantiated data there has been considerable progress achieved by the current programs even though they have not met the 25% per capita PPD reduction goal. However, it is important to note that they have reduced the per capita PPD amount by 11%, resulted in recycling 8% of the City's overall waste stream and a residential recycling rate of 14.2% of collections. In addition, the City's per capita PPD of 5.46 remains considerably below the state average.

Needs and Goals

The assessment demonstrates there is a need to continue and enhance the on-going City sponsored recycling program and make modifications as necessary to support private contract and business recycling and reuse efforts. These enhancements should play a key role for ensuring progress toward the 25% state goal for per capita PPD reduction in landfilled waste. To meet this need the City's goal must be to continue its existing recycling efforts and expand its contacts with other private collection providers and local commercial businesses and industry to target large waste quantities for recycling, source reduction and reuse.

The assessment demonstrates there is a need to encourage and support community-based recycling and reuse programs. To meet this need the City's goal must be prepared to actively support schools, churches, civic groups and businesses as both catalyst and participants in recycling and reduction efforts.

As a primary goal the City should continue and enhance where appropriate and economically feasible the very successful yard trimming reuse program. These enhancements should be a key catalyst for achieving the 25% state goal for per capita PPD reduction in landfilled waste.

SECTION 4 COLLECTION ELEMENT

Inventory and Assessment

Union City currently contracts with a private firm (BFI) to provide residential MSW collection, recycling and industrial/commercial MSW collection. The contract was most recently renewed in October 2004 and continues until October 1, 2006. New base rates (*Table 4.1*) to the City were established at the time of the extension and are subject to an annual rate adjustment by a percentage equal to the Consumer Price Index for the prior year.

TABLE 4.1
Residential and Garbage Recycling
Base Rates with Private Collection/Disposal Provider
City of Union City
2004 Agreement Amendment

Type Service	Fee
Per Residential Unit for household garbage (curbside – once weekly)	\$7.35 per month
Per Residential Unit for household recycling (curbside – once weekly)	\$ 3.16 per month
Commercial/Industrial using greenbox containers (various collection times)	\$2.61 per cubic yard

Source: City of Union City.

Residential collection is provided one (1) time per week (Tuesdays or Fridays), and recyclables collection one (1) time per week (on the same day as the residence's household refuse is collected). Residential MSW is collected in 90 gallon roll out containers placed at curbside on the designated collection day.

In the most recently completed fiscal year the private contract provider collected 5640 tons of residential MSW in the City.

Recyclable collection is provided by means of 18 gallon recycling bins placed at curbside on the designated collection days. Acceptable recyclable products include specified paper, glass, aluminum and plastics. The recyclable collection fee is included in the household garbage fee. In the most recently completed fiscal year the private provider collected 802 tons of residential recyclable materials in the City.

Commercial/Industrial collection is also provided by BFI. The collection method consists of servicing 2, 4, 6 or 8 yard front loading “greenbox” containers from 1 to 6 times per week depending upon the volume of waste. In the most recently completed fiscal year 6804 tons of commercial/industrial waste was collected.

Table 4.2 delineates current residential collection and recycling fees charged by the City.

TABLE 4.2
Residential Garbage and Recycling Collection Fees
City of Union City
2005

Type Service	Fee
Per Residential Unit for household garbage (curbside)	\$11.25 per container per month
Per Residential Unit for household recycling (curbside)	Included in above Fee

Source: City of Union City

Table 4.3 delineates commercial/industrial collection fees charged by the City.

TABLE 4.3
Commercial/Industrial Collection Fees
City of Union City
2005

Container Size	Collection Frequency/Fee					
	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	6 x Week
2 yd.	24.10	48.20	72.30	96.40	120.50	144.60
4yd.	48.20	96.40	144.60	192.80	241.00	289.20
6yd.	72.30	144.60	216.90	289.20	361.50	435.80
8yd.	96.40	192.80	289.20	385.60	482.00	578.74

Source: City of Union City.

In addition to the privately provided collection services for which the City contracts described in the preceding paragraphs there is one other collection and reuse operation in the City. The City with its personnel and equipment provides a yard trimmings collection and mulching reuse program. Operated under the direction of the City’s Public Services Department yard trimmings meeting local and state standards/limitations are picked up at curbside by appointment only. The cost is \$25.00 per 8CY load. All yard trimmings collected (100%) are ground using a pull behind chipper and made available as a reuse product to City residents in the form of mulch and/or woodchips. In the most recent fiscal year

284 tons of yard trimmings were ground to mulch/woodchips for reuse by City residents.

In addition to this regular program of yard trimmings each year the City sponsors "Spring and Fall Clean-up" days where residents can dispose of approved solid waste items at no cost. This has been a very successful program which in the most recent fiscal year collected 73 tons of waste material. This program has contributed significantly to reducing incidents of illegal dumping and general blighted conditions resulting from accumulated waste materials at residences and businesses.

Table 4.4 shows the total number of residential and commercial/industrial customers served by the City's private contract collection provider in the most recent fiscal year.

TABLE 4.4
Solid Waste Customers by Type
Served by City's Private Contract Collection Provider
City of Union City
2004

Type	Number	Collection Method
Residential	3289	90 gallon roll out container
Commercial/Industrial	66	2 yd "greenbox" container
Commercial/Industrial	46	4 yd "greenbox" container
Commercial/Industrial	27	6 yd "greenbox" container
Commercial/Industrial	50	8 yd "greenbox" container

The collection programs and methodologies inventoried are adequate to serve the City of Union City. The residential MSW collection system made available under the City contract helps ensure the broad spectrum of residences and businesses will have safe, reliable and reasonably priced collection services.

Similarly, all residences have access to a City contracted curbside recycling program which provides perhaps the most convenient and effective recycling option available while commercial/industrial users with greater volumes and more specialized recyclable products can negotiate for recycling service on the open market.

Overall, appropriate and adequate service is consistently available to the entire population of the City. There are no topographic or similar conditions which adversely effect or limit normal service provisions.

Illegal dumping is an occasional problem in the City of Union City. The City's Codes Enforcement Officer as well as Police and Public Services personnel closely monitor such activities. On the occasions a significant incident is identified the City takes immediate steps to compel and/or accomplish clean up and compliance.

Current collection programs (including recycling and reuse options) adequately meet the needs of the City of Union City. The City has no plans to alter current collection methods. The City has found current collection practices to be fiscally responsible, efficient and effective.

All residential, commercial and industrial MSW collected in the City is transported to South Richland Creek Road Landfill, 5691 South Richland Creek Road, Buford, Georgia 30518.

The name and address of collection hauler(s) operating in the City follow:

Allied Waste/BFI
3045 Bankhead Highway, N.W.
Atlanta, Georgia 30318

Needs and Goals

Fiscally sound, efficient, effective and responsive solid waste and recyclables collection are critical public services. It is the City's goal to continue current practices utilizing a private provider to collect residential MSW and recyclables at curbside and commercial/industrial MSW using "greenbox" containers.

It is the City's goal to maintain continuing oversight and closely monitor the performance of the private contract collection provider to ensure: competitive pricing, satisfactory service levels, compliance with local/state/federal regulations and strong education and public involvement support to the City.

It is the City's goal to continue its program of grinding all yard trimmings to mulch or woodchips reuse products for distribution to City residents.

It is the City's goal to carefully monitor collection programs, practices and methodologies to ensure they contribute appropriately to the sound fiscal condition of the Sanitation Enterprise Funds.

It is the City's goal to continue "Spring and Fall Clean-up" days to reduce illegal dumping and community blight and to aggressively enforce illegal dumping ordinances through the Codes Officer, Police Officers and Public Services personnel.

Contingency Collection Strategy

Should the current primary method for collecting solid waste in the City of Union be interrupted or becomes unavailable the City has an alternative collection strategy.

There are a number of private solid waste collection providers in the metropolitan Atlanta area capable of assuming solid waste collection duties within the City of Union City. The City maintains an amicable business relationship with these providers and the

alternative collection strategy would be to retain one of these firms to provide the service on an interim basis. The City would invoke emergency procurement authorization to facilitate the commencement of immediate negotiations with available firms to provide collection services on a temporary basis. It is anticipated that these services could be procured and authorized within a week with collection services beginning within that same time period subject to mobilization requirements. It is likely during this interim service period that curbside recycling would be temporarily suspended.

During this interim service period the City would expeditiously move to prepare and issue a Request For Proposals (RFP) to seek and evaluate submittals from qualified firms to provide solid waste collection service on a long-term contract basis. It is anticipated that this process could be completed within forty-five (45) to sixty (60) days.

Natural Disaster/Emergency Situation

The Atlanta-Fulton County Emergency Management Agency (AFCEMA) was established as the joint agency responsible for the development and implementation of Emergency Management for the County and its member cities. Union City is a signatory to a 2001 Local Government Resolution confirming its participation. AFCEMA has an approved Emergency Operation Plan. The plan establishes a framework for emergency planning and responses to: prevent emergency situations; reduce vulnerability during disasters; establish capabilities to protect residents from the effects of crisis; respond effectively and efficiently to actual emergencies; and provide for rapid recovery from any emergency or disaster that affects the local jurisdiction. The plan includes a Public Works and Engineering Emergency Support Function which includes plans for addressing the matter of debris collection and disposal. In the event of a disaster rising to the level of a Presidential Disaster Declaration the resources of the Federal Emergency Management Agency (FEMA) and the Georgia Emergency Management Agency (GEMA) would be available to the City to assist with the collection and disposal of waste under a program coordinated with the City by AFCEMA.

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

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

In an extreme case the City would use existing City vehicles/labor and set up temporary service routes to collect debris and MSW to augment private contractors.

SECTION 5 DISPOSAL ELEMENT

Inventory and Assessment

According to the Georgia Department of Community Affairs (GA DCA) 2004 Solid Waste Management Update the State of Georgia has over 25 years of MWS landfill disposal capacity and more than 13 years of permitted C&D landfill disposal capacity remaining as of FY 2003. According to that same report the Atlanta Regional Commission (ARC) Regional Development Center (RDC), in which the City of Union City is located, has a remaining MSW landfill capacity of 20 to 29 years.

According to the Georgia Environmental Protection Division (GA EPD) List of 2004 Landfill Remaining Capacity, Appendix I, there are 20 permitted landfills (8 MSW and 12 C&D) in the ten (10) county ARC area. *Table 5.1* below lists those facilities with accompanying details. These landfill facilities have estimated years remaining life ranging from 0 to 56 years and remaining capacity in cubic yards (CY) of 109,612,144.

**TABLE 5.1
Permitted Landfills – Remaining Capacity
ARC Counties**

ARC County	Name	Facility Type	Owner Type	Remaining Capacity (CY)	Years Remaining	Estimated Fill Date
Cherokee	Cherokee Co–Pine Bluff Landfill, Inc.	MSW	Private Commercial	52787458	56	06/11/2060
Cherokee	Cherokee Construction and Demolition Landfill	C&D	Private Commercial	3198430	36	11/12/2040
Cherokee	Cherokee Co–Swims–SR92 PH4	C&D	Private Commercial	0		
Cherokee	Cherokee Co-Swims-SR92 PH 5	C&D	Private Commercial	125000	4	01/04/2007
Clayton	Clayton Co – SR 3 Lovejoy Site # 3	MSW	Public	3466480	21	01/08/2024
DeKalb	DeKalb Co – Seminole Rd. PH 2 (SL)	C&D	Public	402710	6	01/07/2010
DeKalb	Rogers Lake Road C&D Landfill	C&D	Private Commercial	2158143	5	09/25/2008
DeKalb	APAC/GA-Donzi Ln PH 5A (L)	C&D	Private Commercial	2591411	4	09/10/2008
DeKalb	APAC/GA-Donzi Ln PH 5B (L)	C&D	Private Commercial	0		
DeKalb	WMI-Live Oak #2 (SL)	MSW	Private Commercial	4729320	3	10/16/2007
DeKalb	WMI-Live Oak #1 (SL)	MSW	Private Commercial	0		
DeKalb	BFI-Hickory Ridge (MSWL)	MSW	Private Commercial	1621651	2	12/12/2005

ARC County	Name	Facility Type	Owner Type	Remaining Capacity (CY)	Years Remaining	Estimated Fill Date
DeKalb	DeKalb Co – Seminole Rd PH 2A, 3&4 (SL)	MSW	Public	9263575	14	11/11/2018
DeKalb	BFI-East DeKalb Landfill	C&D	Private Commercial	727456	1	12/12/2004
DeKalb	Phillips-Scales Rd C&D(L)	C&D	Private Commercial	21074	0.5	04/15/2005
Douglas	Douglas Co-Cedar Mt/Worthan Rd PH1 (SL)	C&D	Public	503335	9	01/30/2013
Fulton	Chadwick Rd Landfill, Inc.	C&D	Private Commercial	3978266	7	02/09/2001
Fulton	Chambers-Bolton Rd (SL)	MSW	Private Commercial	153900	1	03/28/2005
Fulton	Safeguard Landfill Management C&D	C&D	Private Commercial	2261814	4	03/15/2008
Gwinnett	BFI-Richland Creek Rd (SL)	MSW	Private Commercial	21622121	19	02/12/2023

Source: Georgia Environmental Protection Agency List of 2004 Landfill Remaining Capacity

The City of Union City currently contracts with BFI to provide residential MSW collection/disposal, recycling and commercial/industrial collection/disposal. All MSW collections not recycled are transported for disposal in the South Richland Creek Road landfill located at 5691 South Richland Creek Road, Buford, Georgia.

On occasion City of Union City forces will transport construction debris and items of a similar nature to the Safeguard Landfill Management C&D Landfill in Fairburn, Georgia.

Table 5.2 reflects the type, remaining life, ownership, types of wastes accepted in each disposal facility and other pertinent information used by the City and its contract private solid waste collection/disposal provider.

**TABLE 5.2
Landfills Receiving City of Union City Solid Waste**

Name/Location	Type	Ownership	Remaining Life (Years)	Remaining Life (CY)
Safeguard Landfill Management C&D Fairburn, GA	C&D	Private	4	2261814
BFI – Richland Creek Road Landfill	MSW	Private	19	216622121

The City of Union City does not have any thermal treatment technologies and none are anticipated during the planning period

The existing disposal facilities and services will be adequate for MSW disposal through the ten (10) year planning period. However, the City will have to explore additional capacity for C&D disposal during the ten (10) year planning period.

Needs and Goals

Adequate C&D Disposal Capacity. The goal for the City of Union City is to identify and secure an alternative permitted C&D disposal facility to meet the need which will occur when the currently utilized facility's estimated life ends in approximately four (4) years.

Accordingly, the City will initiate discussions with several of the existing permitted C&D landfills in reasonable proximity. Fortunately there are a number of facilities in the metropolitan area within a reasonable distance of the City with significant remaining capacity.

Appendix B includes a letter form the City of Union City's private solid waste collection provider, BFI, which contains a written commitment of capacity assurance, which identifies the landfills where the waste is disposed, from a commercial or contract solid waste hauler serving a local government.

Contingency Disposal Strategy

Should the current disposal practices be interrupted or become unavailable the City has an alternative disposal strategy.

There are a number of private solid waste haulers in the metropolitan Atlanta area capable of hauling the City's MSW and with access to one of several permitted MSW landfills in the same general area for disposal purposes. The City maintains an amicable business relationship with these firms and the alternative disposal strategy would be to retain one of these firms to provide the service on an interim basis.

During this interim service period the City would expeditiously move to prepare and issue a Request For Proposals (RFP) to seek and evaluate submittals from qualified firms to provide disposal services on a long-term contract basis. It is anticipated that this process could be completed within forty-five (45) to sixty (60) days.

See Contingency Collection Strategy, Natural Disaster/Emergency Situation, (page 15) in reference to disaster collection and disposal plans.

SECTION 6 LAND LIMITATION ELEMENT

Inventory and Assessment

The purpose of this element is to provide an inventory and assessment of areas in the City of Union City which are unsuitable for solid waste recycling, recovery, composting, or disposal facilities because of natural environmental limitations or land use criteria. Environmental limitations include such items as water supply watersheds, groundwater recharge areas, wetlands, river corridors, and protected mountains, Land use criteria refers to heavily developed areas, zoning, historic resources, and airports.

While the City of Union City does not anticipate the locating of a solid waste disposal/handling facility within its jurisdiction in the foreseeable future it is the intent of the City to consider the delineated items of this element in determining the location of any solid waste management facility within the City of Union City if necessary.

Maps included in this section identify areas which have a land use or natural environmental limitation. Solid waste handling facilities should be located in areas which are not restricted by existing and planned land uses and are environmentally conducive to facilities. *Map 6.1* provides an overall base map of the city limits, county lines, major roads and other features.

Specific Natural Environmental Limitations applicable to the City of Union City include:

Flood Plains: Delineated on *Map 6.2*. DNR rule 391-3-4-.05 (1)(d) stipulates that any solid waste landfill located in the 100-year flood plain shall not restrict the flow of the 100-year flood, reduce the temporary water storage capacity of the flood plain, or result in a washout of solid waste so as to pose a threat to human health or the environment.

Wetlands: Delineated on *Map 6.2*. DNA Rule 391-3-16-.03(3)(e) establishes that solid waste landfills may constitute an unacceptable use of a wetland.

Groundwater Recharge Areas: Delineated on *Map 6.2*. The Georgia DNR has mapped all of the recharge areas in the state which are likely to have the greatest vulnerability to pollution. An area of thick soils which may include a significant groundwater recharge area is located southwest of Union City. The majority of the City appears to be within two (2) miles of this significant groundwater recharge area. DNR Rule 391-3-16-.01(7)(c)1 requires that in significant groundwater recharge areas, DNA shall not issue permits for new solid waste landfills not having synthetic liners and leachate collection systems.

Specific Land Use Criteria Limitations applicable to the City of Union City include:

Zoning: DNR Rule 391-3-4-.05(1)(a) requires that the site must conform to all local zoning/land use ordinances, and that written verification of such must be submitted to EPD.

Under the provisions of the City of Union City's Zoning Ordinance landfills are not permitted in any zoning district. Solid waste handling facilities are permitted only in the M-1 and M-2 zoning districts. *Map 6.3*, the Official Zoning Map of the City, delineates existing M-1 and M-2 districts in the City.

Developed and Built-Up Areas: *Map 6.4* delineates the developed areas within the City of Union City.

The City of Union City has several factors limiting the locations of solid waste handling/disposal facilities. Zoning restrictions reduce the effective useable area and restrictions based on wetlands, flood plains, groundwater recharge areas, developed areas, etc. reduce the area even further. A composite delineation of these limitations is reflected on *Map 6.5*. It is anticipated the City will continue to contract for disposal/handling outside the jurisdiction. Therefore, it is not likely that a solid waste disposal facility will be developed within the City. However, certain sites may lend themselves to handling facilities such as recycling, composting, or material separation/recovery facilities.

Needs and Goals

The City of Union City has a goal to ensure that proposed solid waste handling facilities are located in areas suitable for such developments, are compatible with surrounding uses, and are not considered for locations in areas which have been identified by the community or region as having environmental or other development or land use limitations.

Moving forward the City needs to create rules and procedures regarding solid waste disposal/handling facilities that will be reflective of it's Solid Waste Management Plan.

One item that should be included, as part of new rules and procedures is a formal application process that is specific to the Solid Waste Plan. In this application process the applicant seeking to use, own and/or operate a solid waste disposal/handling facility should be required to submit an application specific to a type of facility, such as municipal solid waste/Subtitle D, construction and demolition and/or inert. The City should also request necessary information related to the operation of the landfill. Such requested information could include the following: hours of operation, location and size of facility, capacity, materials accepted, disposal fees, private or public usage and number of employees.

SECTION 7 EDUCATION AND PUBLIC INVOLVEMENT ELEMENT

Inventory and Assessment

The City of Union City provides as extensive and diverse a program of education and public involvement opportunities as may be available in any comparably sized community. This program not only includes solid waste but other areas of environmental good citizenship as well.

The City offers a wide range of education and public involvement pamphlets and publications on topics such as recycling; managing grass clippings, and stormwater pollution (from the Clean Water Campaign); stream protection (from Georgia-Adopt-A-Stream); and woodchip/mulch reuse. The Union City Clean and Beautiful Committee publishes an educational/information brochure (funded in part by GA DCA and GA DNR) on solid waste topics including recycling, litter and illegal dumping. The Committee meets the third Thursday of each month at 7:00 p.m. The City of Union City "Silver Belles and Beaus" organization regularly publishes solid waste education/information and participation opportunities in its members newsletter. The City and Fulton County sponsor an Adopt-A-Stream program including education workshops and participation in community events such as "Enviro Fun Day". During the Georgia Municipal Association (GMA) City Government Week the South Fulton Clean and Beautiful organization provides educational programs at area school and community events.

Annually in April and October the City sponsors a citywide clean-up weekend where City residents can drop off for free non-hazardous waste, up to two standard truckloads per household and four tires. These clean-up weekends are heavily promoted with press announcements, advertisements, flyers and a direct mail campaign. These clean-up weekends have proven extremely popular and successful. During 2004 73 tons of waste was collected. This program has been instrumental in addressing illegal dumping and visual blight from improperly stored waste materials.

Among the most frequent and best-received exchange of information in the City of Union City regarding solid waste education takes place at City Hall and the Public Services Department or at the initiation of City staff through the distribution of informational/educational flyers. These informational/educational flyers on recycling and solid waste collection are provided to all persons opening a utility account with residential garbage pick-up/recycling service. One on one contact between City personnel and residents by telephone, fax, email or in person serves as an invaluable and arguably the most effective local communication tool for information sharing on this topic. Additionally, the Codes Enforcement Officer is a major resource in the area of education and public involvement.

Residential recycling is established in Union City by City Ordinance (see copy Appendix E). Contrary to the findings of the DCA Solid Waste and Recycling Collection 2004 Update where it was reported that the number of local governments whose residents have access to recycling services has slowly dwindled and that there has been a steady decline in the number of local governments making residential recycling services available in their jurisdictions recycling remains an integral component in the City of Union City's solid waste practices.

The Union City Clean and Beautiful Committee is the primary citizen based facilitator of education and public involvement on solid waste issues in the community. The Codes Enforcement Officer works closely with this volunteer group.

Two (2) Public Hearings were conducted for the Palmetto Solid Waste Management Plan in accordance with the Minimum Planning Standards and Procedures for Solid Waste Management. Refer to Appendix C for a copy of the Public Hearing notices and minutes from each Public Hearing.

Needs and Goals

The City of Union City has an active and wide ranging program of activities to provide education and public involvement activities not only on solid waste issues but many other important environmental matters. These need to be continued, nourished, supported and enhanced where appropriate. Accordingly, the goals should be directed toward inducing more citizens to participate in the opportunities available.

To that end the City may want to consider:

- ❖ Developing a recognition and award program for the community to encourage waste reduction efforts perhaps co-sponsored by private contract providers, civic groups or other interested parties.
- ❖ Encouraging and supporting community based recycling and reuse programs. The City must actively support schools, churches, civic groups and businesses as partners and participants in recycling, reuse and reduction efforts.
- ❖ Expanding its contacts with local commercial businesses and industry to target large private waste quantities for recycling, source reduction and reuse.
- ❖ Utilizing its website and an email network to stay in contact with citizens to additionally educate and inform residents and businesses regarding

recycling, reuse, source reduction and other effective solid waste management practices.

IMPLEMENTATION STRATEGY

Goals and Strategies

Waste Reduction Element

Goal 1: To more accurately determine and record the amount and type of recycling and/or reuse programs generated within the City by private sector entities in order to have a sound information base upon which to plan and implement solid waste management and more accurately evaluate reduction progress toward the 25% goal.

Strategies:

1. Continue existing program of waste collection/disposal/recycling/reuse record keeping by the contract private provider and the City.
2. Develop and maintain working relationships with local businesses/industries and encourage they make any data regarding their private recycling/reuse activities available for incorporation into the waste stream analysis. This will support a more accurate record of the progress toward the 25% reduction goal.

Goal 2: Continue and enhance existing yard trimmings mulching and reuse program.

Strategies:

1. Utilize existing and planned education and public information activities to encourage additional resident participation in both providing trimmings and utilizing reuse products.
2. Explore the potential of expanding distribution beyond City residents if quantities permit and offering product for sale to certain markets (not City residents).
3. Maintain and periodically update and upgrade collection and chipper equipment for the mulching program.

Goal 3: To ensure at a minimum a 25% per capita PPD of waste being landfilled by promotion of source reduction, reuse, composting, recycling and other applicable waste reduction programs.

- Strategies:**
1. Continue and enhance existing citywide curbside residential program through private contract provider.
 2. Continue and enhance existing yard trimming mulching and product reuse program.
 3. Develop and maintain a working relationship with local businesses/industries to encourage their participation in the citywide waste reduction and recycling efforts.
 4. Encourage and promote composting as a means of waste reduction. Encourage individual “backyard” household composting of organic waste such as leaves, yard trimmings and garden reuse. Various public agencies such as DCA, EPD and the UGA Extension Service and private consultants provide information on this practice.
 5. Identify and use incentives to encourage participation in recycling and waste reduction.
 6. Encourage and support community-based recycling and waste reduction programs in schools, churches, businesses and civic clubs.
 7. Participate in appropriate solid waste related workshops and seminars to educate public officials on developing technologies, methodologies and successful implementation regarding solid waste planning/management.

Collection Element

Goal 1: To continue residential collection/disposal and recycling and commercial/industrial collections/disposal utilizing a City contracted private provider. This has proven a fiscally responsible, efficient, effective and responsive public service

Strategies: 1. Periodically review competitiveness of contract fee and service efficiency for these services with prevailing market conditions.

Goal 2: Develop and implement a data collection reporting system

for private entities of participation in certain solid waste management practices in the City particularly recycling, reuse, source reduction and allied reduction activities.

- Strategies:** 1. Retain the services of a qualified consultant to assist the staff in developing and implementing data collection reporting systems.

Disposal Element

Goal 1: Continue to utilize private contractors to transport and dispose of solid waste collected within the City in appropriately permitted landfill facilities.

- Strategies:** 1. Continue to assess the capacity of all landfills utilized by City disposal providers. Periodically review competitiveness of contract for this service with prevailing market conditions.
2. Identify alternative C&D landfill facility with adequate disposal capacity during the planning period.

Land Limitation Element

Goal 1: To create rules and procedures regarding solid waste disposal/handling facilities that will be reflective of the Updated Solid Waste Plan.

- Strategies:** 1. Develop a formal solid waste disposal/handling facility application process that is specific to the Solid Waste Management Plan.

Education and Public Involvement Element

Goal 1: To assist the citizens of Union City in developing an awareness of the social and environmental issues, problems, concerns and opportunities associated with the broad scope of solid waste management including littering, waste reduction, recycling, composting, energy recovery, etc.

- Strategies:**
1. Continue and enhance current education and public information efforts on solid waste planning and management.
 2. Continue and enhance support for solid waste educational programs in the schools and the “recycle as a family” concept.
 3. Continue to hold annual special events/activities regarding solid waste planning/management.
 4. Continue to support the Union City Clean and Beautiful Committee. Encourage other local community groups or civic organizations to play a lead role in education/public involvement efforts.
 5. Continue to utilize local media, email, websites, to highlight the benefits of waste reduction locally.
 6. Continue to coordinate the distribution of informational material through various medias regarding local recycling and waste reduction programs.
 7. Continue to annually disclose the full costs of solid waste management services to the City.

**CITY OF UNION CITY SOLID WASTE 10-YEAR
WORK PLAN PROGRAM
2005-2014**

WASTE REDUCTION ELEMENT

PLAN ELEMENT & IMPLEMENTATION ACTIVITY	YEAR TO BE IMPLEMENTED										RESPONSIBLE PARTY	ESTIMATED COSTS (\$) IF ANY	FUNDING SOURCES
	'05	'06	'07	'08	'09	'10	'11	'12	'13	'14			
Continue existing recycling contract by private provider.	X	X	X	X	X	X	X	X	X	X	City Contract Provider	\$124,718 to \$214,514	City Sanitation Fees
Continue existing yard trimmings mulching and product reuse program.	X	X	X	X	X	X	X	X	X	X	City	\$60,000 to \$100,000 Annually	City Sanitation Fees
Explore expanding market for mulching reuse product.		X	X								City Consultant	\$7,500	City Sanitation Fees
Develop and maintain working relationships with private entities engaged in recycling, reuse, etc.	X	X	X	X	X	X	X	X	X	X	City	-----	-----
Maintain and periodically update and replace collection and chipping equipment.				X	X						City	\$125,000	City

COLLECTION ELEMENT

PLAN ELEMENT & IMPLEMENTATION ACTIVITY	YEAR TO BE IMPLEMENTED										RESPONSIBLE PARTY	ESTIMATED COSTS (\$) IF ANY	FUNDING SOURCES
	'05	'06	'07	'08	'09	'10	'11	'12	'13	'14			
Continue utilization of private contract provider for residential collection.	X	X	X	X	X	X	X	X	X	X	City Contract Provider	\$290,089 to \$498,953	City Sanitation Fees
Continue utilization of private contract provider for commercial/industrial collection.	X	X	X	X	X	X	X	X	X	X	City Contract Provider	\$106,550 to \$183,266	City Sanitation Fees

DISPOSAL ELEMENT

PLAN ELEMENT & IMPLEMENTATION ACTIVITY	YEAR TO BE IMPLEMENTED										RESPONSIBLE PARTY	ESTIMATED COSTS (\$) IF ANY	FUNDING SOURCES
	'05	'06	'07	'08	'09	'10	'11	'12	'13	'14			
Continue utilization of private contract provider for residential solid waste disposal.	X	X	X	X	X	X	X	X	X	X	City Contract Provider	* included in collection costs	City Sanitation Fees
Continue utilization of private contract provider for commercial/industrial solid waste disposal.	X	X	X	X	X	X	X	X	X	X	City Contract Provider	* included in collection costs	City Sanitation Fees
Assess capacity of landfill sites for future disposal.	X	X	X	X	X	X	X	X	X	X	City	-----	City
Identify alternative C&D landfill facility.					X	X	X	X	X	X	City	-----	City

LAND LIMITATION ELEMENT

PLAN ELEMENT & IMPLEMENTATION ACTIVITY	YEAR TO BE IMPLEMENTED										RESPONSIBLE PARTY	ESTIMATED COSTS (\$) IF ANY	FUNDING SOURCES	
	'05	'06	'07	'08	'09	'10	'11	'12	'13	'14				
<i>Land Implementation Element</i>														
Develop a formal solid waste disposal/handling facility application.	X	X	X									City Consultant	\$15,000	City GEFA
Implement application process				X	X	X	X	X	X	X	X	City	-----	City

EDUCATION AND PUBLIC INVOLVEMENT ELEMENT

PLAN ELEMENT & IMPLEMENTATION ACTIVITY	YEAR TO BE IMPLEMENTED										RESPONSIBLE PARTY	ESTIMATED COSTS (\$) IF ANY	FUNDING SOURCES	
	'05	'06	'07	'08	'09	'10	'11	'12	'13	'14				
<i>Education and Public Involvement Element</i>														
Continue existing education and public information programs.	X	X	X	X	X	X	X	X	X	X	X	City, EPD, DCA, GEFA	\$2,500 per year	City Sanitation Fees
Support enhanced education and public information programs.	X	X	X	X	X	X	X	X	X	X	X	City/Civic Community Groups	\$5,000 per year	City Sanitation Fees

RESOLUTION 2005-12

**A RESOLUTION TO ADOPT
THE 2005 SOLID WASTE MANAGEMENT PLAN
FOR THE
CITY OF UNION CITY, GA**

WHEREAS, the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. section 12-8-20 et. Seq., requires local government to develop a comprehensive solid waste management plan in order to be eligible for permits, grants, or loans for a solid waste management facility; and,

WHEREAS, the *2005 Solid Waste Management Plan* submitted by the City of Union City has been completed to inventory waste reduction, collection, disposal, land limitation, and education/public involvement programs in the City; and,

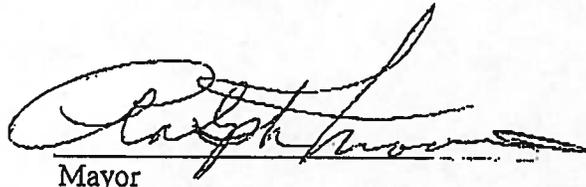
WHEREAS, said Plan documents 10 years of solid waste disposal capacity from the date of the submission of the Short Term Work Program associated with the Plan; and,

WHEREAS, the Plan has been approved by the Georgia Department of Community Affairs as meeting the State's Minimum Planning Standards and Procedures;

NOW, THEREFORE BE IT RESOLVED, that the City of Union City hereby officially adopts the *2005 Solid Waste Management Plan* as approved by the Georgia Department of Community Affairs.

RESOLVED, this 18 day of October, 2005.




Mayor

ATTEST:


City Clerk

TEN YEAR SOLID WASTE MANAGEMENT PLAN 2004

Submitted jointly by

Union County and the City of Blairsville

Prepared by Leslie George
North Georgia Resource Management Authority
170 Scoggins Drive
Demorest, GA 30533

For more information please call 706-498-2785

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(Provided courtesy of Georgia Mountains RDC)

Contracts

10 Year Capacity Assurance Letter

Educational Materials

Introduction

This document is an update to Union County's original Ten Year Solid Waste Plan which was produced and adopted on July 29, 1993. This plan covers the years 2004 through 2013. As the population and solid waste technologies change, amendments will be made to this document as needed or through a Five Year Update Plan. This plan has been prepared according to the Minimum Planning Standards and Procedures as stated by the Georgia Department of Community Affairs. It is intended as a guide to facilitate comprehensive solid waste management planning at the local and regional level.

Any questions regarding this ten-year solid waste plan update should be addressed to Ms. Leslie George, Executive Director of the North Georgia Waste Management Authority, 170 Scoggins Drive, Demorest, GA 30535.

Union County is a beautiful mountain area located in the northern part of the state. To the north it is bordered by North Carolina. It is bordered by Towns County to the east, Lumpkin and White Counties to the south and Fannin County to the west. The City of Blairsville is the county seat and is included in this Ten Year Solid Waste Plan.

The county's population, at the last census in 2000, was 17,289. A chart of projected growth is included in the Supporting Documentation Section. Being a tourist destination, Union County's population swells to much larger numbers during the summer and fall seasons. This increases the amount of waste

haulers transport to the Transfer Station during these months. Little impact is felt on the recycling totals during these months. Union County, as well as surrounding counties, is experiencing tremendous growth. To many senior citizens, Union County represents the perfect retirement location. Many new businesses are opening to service their needs and this trend is expected to continue at a rapid rate. This being said, Business only accounts for about 20% of the land use with most of those located within the City of Blairsville. The increase in population, as well as the businesses the population attracts, can have a dramatic impact on the solid waste issues of Union County. Every effort is made to minimize the impact through education and recycling services.

Infrastructure constantly needs to be addressed and this includes the area of solid waste. Union County has a history of concern over safe solid waste handling practices. In 1994 Union County was a founding member of the North Georgia Waste Management Authority (NGWMA) along with Towns and Lumpkin Counties. The Authority was established for the purpose of promoting safe solid waste handling through education, recycling and composting. To that end, the NGWMA purchased an old broom factory in Cornelia Georgia and began to recycle mixed paper into much needed products such as cellulose insulation, animal bedding, hydro-seed mulch and an environmental absorbent to be used in chemical spills. Not only did this have an effect on reducing waste but it also created jobs and new value added products that met a need in our region. This operation was leased to private industry in 1994.

In an effort to promote environmental education Union County, through the NGWMA, entered into the process of becoming a Keep America Beautiful (KAB) affiliate and in 1999 became the second regional KAB affiliate in the State of Georgia. Using the name "Keep Our Mountains Beautiful" (KOMB) promotion of Adopt-A-Hwy program, litter control, beautification and recycling programs has had a positive impact on Union County's environment.

While the population continues to grow, we have seen the infrastructure of solid waste handling remain much the same. An updated inventory of the existing transportation and landfilling of solid waste was completed in the process of writing this Ten Year Solid Waste Plan and showed that there have been some significant changes in the recycling element since the last Plan was written.

As Union County and the NGWMA are in the process of beginning a new regional recycling program, the transportation and handling of solid waste will be entering new areas. A regional contract was entered into with the members of NGWMA and Southeast Paper (SP) in July of 2004 which allows SP to place trailers at all transfer stations to collect paper, Old Corrugated Cardboard, #1 & #2 plastics, glass, and cans.

This Ten Year Plan will be used as a basis for solid waste decisions in Union County. As the industry changes, so will the plan in an effort to provide the best options for the County, City of Blairsville and all the citizens. This plan

has been written with every effort made to make it user friendly, the goal being that any public official or citizen of the county can easily find the necessary information and understand each component of the plan. This was done in an attempt to assure the plans continual use in the waste planning of Union County.

This plan is submitted to the Department of Community Affairs to fulfill the requirements as well as to provide the citizens and leaders of Union County and the City of Blairsville a blue print for future solid waste management.

Definitions

COMPOSTING:

The controlled biological decomposition of organic matter into stable, odor free humus

C & D:

Construction and Demolition is a term applied to a landfill that accepts only debris generated from these activities. The siting requirements differ from a normal landfill.

DNR:

The Department of Natural Resources

EPD:

Environmental Protection Division of the Georgia Department of Natural Resources

MULCH:

A byproduct comprised of materials from land clearing and yard trimmings that have been reduced in size by grinding, chipping or shredding. This is generally then used as a top soil to retain moisture around plants as well as for aesthetic purposes.

SOLID WASTE AUTHORITY:

A regional governmental partnership to encourage the safe handling and reduction of solid waste.

SOURCE REDUCTION:

Actions taken to prevent the creation of waste.

SOLID WASTE MANAGEMENT PLAN:

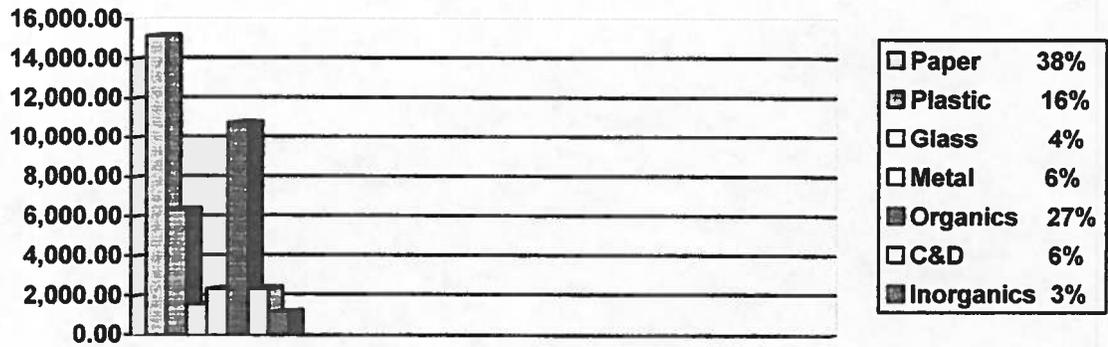
A plan required by the Georgia Comprehensive Solid Waste Management Act and prepared according to the Minimum Planning Standards of the Department of Community Affairs.

Waste Disposal Stream Analysis

Union County and the City of Blairsville

2002 -2003

Tons



Paper 15,192.33 Tons
Plastic 6,396.78 Tons
Glass 1,599.2 Tons
Metal 2,398.79 Tons
Organics 10,794.57 Tons
C&D 2,398.78 Tons
In-organics 1,199.4 Tons

INVENTORY AND ASSESSMENTS OF CURRENT WASTE REDUCTION ELEMENT

Currently Union County has waste reduction elements at nine locations. These include local businesses that either recycle, or offer for reuse, materials that otherwise would end up in the Union County transfer station.

The Union County Transfer Station encourages recycling for the following items:

- Old Corrugated Containers
- Aluminum Cans
- Steel Cans
- Glass
- Magazines
- Office Paper
- Phone Books
- Newspapers

Georgia Mountain Grinding and Recycling accepts the following materials for recycling and composting

- Sheetrock
- Asphalt Shingles
- Concrete Blocks
- Limbs and Tree Trunks
- Building Lumber

Georgia Mountain Grinding and Recycling takes yard waste and building materials that would otherwise be buried or landfilled and turns them into much needed products. Asphalt shingles are ground and added to hot mix, sheetrock is ground into a soil amendment. Limbs, tree trunks and yard waste are ground into mulch and concrete blocks are broken into a road bed base. They perform a valuable service to the local builders as well as citizens of Union County. It is far less expensive to eliminate these materials through Georgia Mountain Grinding and Recycling than it is to take them to the Transfer Station. This is an incentive to the builders and citizens to use them to dispose of these materials and in turn provides Georgia Mountain Grinding & Recycling with low cost raw materials with which to make their products.

Home Depot in Blairsville allow citizens to recycle rechargeable batteries

Pre-Consumer industrial plastic can be recycled through The Plastic Groups of America located in Blairsville

O'Reilly Auto Parts in Blairsville accepts used motor oil for recycling

Ingles Grocery Store accepts plastic and paper bags for recycling

Ala Tan Boutique, Moments to Treasure and the Kid's Connection all take used clothes for reuse.

Union County has made every effort to reach the suggested 25% waste reduction goal set by the state. This is done through several avenues.

A) Waste Reduction - Waste reduction really encompasses all of the following components:

B) Public Education - Public education remains one of the most valuable elements to waste reduction. Since the inception of the North Georgia Waste Management Authority, Union County has had an education component dealing with recycling. In an effort to encourage citizens to help Union County reach the state mandated waste reduction goal, education was the most valuable tool. Programs were taken into the schools in an effort to educate the children so that they would, in turn, educate their parents. Speakers attended local civic groups and the Chamber of Commerce to encourage businesses to become involved in recycling. In 1998 Union County helped begin a Keep America Beautiful Affiliate and education continues to be an important resource in the encouragement of using the services of recycling offered both by the county and private businesses. A large table display is available for use at all times. Currently there are 12 different themes for the display including Recycling of Used Motor Oil, America Recycles Day, Plant Flowers Not Litter Campaign, Great American Clean up, Clean Air and Clean Water Campaign, Bring One for the Chipper, Use Less Stuff Campaign and Christmas Decorations Using Recycled Items. During certain events this display is placed in the center of the Courthouse, at other times it has been placed at the Chamber of Commerce and the public library.

C) Partnerships - Union County is currently a member of the North Georgia Waste Management Authority and Keep Our Mountains Beautiful. Through the North Georgia Waste Management Authority Union County is part of the following Public/Private Partnerships:

Applegate Insulation Systems/NGWMA

Plastek Werks/NGWMA

North Georgia Grinding and Recycling/NGWMA

Union County has advertised and supported America Recycles day in an effort to encourage citizens to recycle wherever possible.

D) Recycling - As a member of the North Georgia Regional Recycling Co-Operative Union County has entered into a contract with Southeast Paper to allow the citizens of the county to recycle most materials. With Georgia Mountain Grinding and Recycling offering recycling of most building materials and construction debris, there is every opportunity to recycle in the county.

E) Composting - Brochures are created and distributed in an effort to encourage composting through Georgia Mountain Grinding and Recycling. This brochure is kept in the Planning Office as well as the Code Compliance Office. The Home Builders Association continues to promote this option to its members instead of landfilling.

INVENTORY AND ASSESSMENT OF WASTE REDUCTION ELEMENT

A) Solid Waste Collection - Union County and the City of Blairsville do not offer curbside pick-up of solid waste or recyclables. Presently there are 7 private haulers that pick up solid waste in the county and deliver it to the Union County Transfer Station. One of these haulers provides recycling to their customers. A business license is not required by the county to transport solid waste to the Transfer Station however it is planned that in the near future business licenses will be required.

B) Environmental Code Enforcement - Union County has a part time Code Compliance Officer whose job it is to keep records of tire generators in Union County and to see that all tires are properly disposed of. He also inspects for soil erosion, illegal dumping, and litter. He is available for most environmental situations and also helps to educate the citizens of Union County as needed.

C) Recycling- Citizens can bring their recyclables, free of charge, to the Union County Recycling Center. Through a contract between the North Georgia Regional Recycling Co-Operative and Southeast Paper, Union County citizens have access to full recycling. Union County Transfer Station serves all the citizens of Union County and the City of Blairsville. Their Hours are 7:00A.M. to 4:00 PM Monday through Friday and 7:00AM to 12:00 PM on Saturday.

NEEDS AND GOALS

A) Solid Waste Collection- Union County is a large, rural county. As current services are adequate to serve the citizens needs, the County and City of Blairsville do not plan to provide solid waste collection services. The current

system of citizens bringing their waste to the transfer station or contracting with private haulers meets the present and foreseeable needs of the future. As the Transfer Station is currently privatized the county does not plan to implement a Pay-As-You-Throw system. Should the county resume operations of the Transfer Station, Pay-As-You-Throw will be considered based on successes and failures of similar counties.

B) Environmental Code Enforcement- Union County has seen the need for this type of personnel and continues to fund the position at a part time level. As the need increases this position may become full time. This need will be analyzed on a yearly basis. This position currently monitors tire generators to be sure tires are disposed of properly, handles calls regarding litter and illegal dumping as well and S&E problems

C) Recycling- There is a need to add the recycling of plastics by the County. This will be a requirement of the new Transfer Station contract. By expanding recycling opportunities to more areas of the county, recycling amounts will increase. As a member of the North Georgia Regional Recycling Co-Operative, there is a goal to place convenience centers in new locations within Union County. At the present time grant funds that were to be used to install these new centers are not currently available. Other sources of funds are being considered such as business sponsorship.

Lumpkin and Dawson Counties have initiated a recycling program that includes unmanned sites as a component of the Regional Recycling Co-Operative. Union County would like to make recycling easier for all residents and will base its decision on placing unmanned convenience centers in other locations on the success or failure of Lumpkin County and Dawson Counties unmanned sites. There is a concern over the innate problems with unmanned centers in an area as rural as Union County. In the past these centers have become illegal dumping areas and become litter problem areas. Until it is proven that the new containers provided in the Regional Program discourage this activity, Union County will continue with its present system of recycling offered through the county at the Transfer Station. Union County is open to any additional opportunities that will allow recycling increases as long as they do not pose and illegal dumping or litter hazard.

D) Build More Partnerships - Union County has tried to involve Goodwill in placing a trailer to handle white goods, clothing, used furniture and household goods for recycling. Union County will continue to work to that end and will also look to other organizations to supply that need.

Union County will continue to advertise and support America Recycles day in an effort to encourage citizens to recycle wherever possible.

Through the Authority, Union County will continue to entertain the idea of building Public/Private Partnerships that benefit the citizens of the county.

INVENTORY AND ASSESSMENT OF WASTE COLLECTION ELEMENT

At the current time there are seven private haulers that citizens can contact to haul their solid waste to the Transfer Station. They are as follows:

A & D Garbage & Recycling	706-7454842
Acme's Garbage	706-745-9468
Benny's Sanitation	706-896-2573
Mac's Hauling	706-781-1461
R & N Disposal	706-632-3604
Tony's Garbage Service	706-745-7959
Shuler's Garbage Service	706-632-0138

With the average price being \$18.00 per month for service

Many private businesses haul their own commercial waste with company trucks. As no business licenses are currently required to provide this service it is not possible to determine exactly how many companies transport this waste to the station. An estimate of approximately 61 businesses transporting company waste was provided by Appalachian Waste Service, a private contractor who currently holds the contract to run the Transfer Station for Union County.

Both the County and the Transfer Station keep a list of available haulers on hand in case a resident needs help in locating a new hauler.

In the case of an natural disaster such as a tornado, Union County has a back up plan utilizing local businesses to assist in clean up and disposal and has used this plan in the past successfully.

NEEDS AND GOALS

The current system is effective and even with the projected increase in population; it will be a very long time before the county will feel the need to provide a waste collection service. To do so would put local haulers out of business and create a loss of jobs. Private haulers charge reasonable rates and provide an adequate service. Should the need arise to implement a county funded waste collection service, much study would be done to see that it was implemented in a way that would try to protect current haulers income and be as affordable as possible to the citizens of the county and City of Blairsville.

INVENTORY AND ASSESSMENT OF WASTE DISPOSAL ELEMENT

Union County made the decision to privatize the Union County Transfer Station in 2001. Bids were solicited and Appalachian Waste Service (AWS) entered into a contract on October 1, 2001 with Union County to provide their services in running the Transfer Station. (Copy of contract included)

Waste is collected at the Union County Transfer Station and disposed of in the Eagle Point Landfill in Forsyth, GA. AWS charges \$46.00 per ton for commercial customers while the fee for household solid waste delivered to the transfer station is \$0.50 for each small plastic garbage bag and \$0.75 for large plastic garbage bags. Yard waste is not accepted at the transfer station but both commercial and residential users are encouraged to recycle at the transfer station. AWS provides and maintains all vehicles, trailers and loading equipment used in collecting and transporting solid waste.

In the event that Eagle Point Landfill is unable to accept Union County's waste, Appalachian Waste Service has agreements with both Pine Bluff Landfill and Gordon County Landfill to accept Union County's waste.

This privatization has worked well for both entities. AWS has made the Transfer Station a successful financial venture for them and the County has saved taxpayer dollars.

Disposal of waste created by natural disasters have been addressed and a plan is in place utilizing local businesses.

NEEDS AND GOALS

The current Commissioner is satisfied with the system of privatization of the Transfer Station and intends to continue with this strategy. There is landfill space at the Eagle Point Landfill to meet the foreseeable needs of Union County. (Letter of assurance included) Should there be a breakdown in the current privatization of the Transfer Station; Union County has the experience and manpower to resume the operation for as long as needed.

Georgia Mountain Grinding and Recycling is a Public/Private Partner with the NGWMA. At the present time they are in possession of a piece of equipment purchased through and Authority GEFA grant. This equipment, called a screener, allows materials that are chipped to be screened down to various sizes depending on the customers needs. It is the hope of the Authority that this piece of equipment can continue to be used by this partner in an effort to increase the amount of materials they are able to collect, produce and then market, thereby helping to reduce the amount of materials being landfilled unnecessarily.

INVENTORY AND ASSESSMENT OF LAND LIMITATION ELEMENT

This section is devoted to a description of the existing land use in Union County and the City of Blairsville. This inventory and analysis of land use patterns shall serve as a basis for discussion of present and anticipated land use and solid waste problems and issues. The result of the analysis will be recommendations regarding future land use and the establishment of a set of policies to guide the placement of Solid Waste Facilities

The Rules of the Georgia Department of Community Affairs Minimum Planning Standards and Procedures for Solid Waste Management provide for the identification of areas that are unsuitable for development of solid waste, recycling and composting facilities. Natural environmental limitations include waster supply watersheds, groundwater recharge areas, wetlands, river corridors and protected mountains. As Union County has no zoning in place at this time protection of the county's environment is of the utmost concern of both elected officials as well as citizens. The topography consists of rolling to steep hills and many waterways. Union County adopted a mountain protection ordinance in 1997 as required by the Department of Natural Resources. Steep slopes of more than 25% cover approximately 95% of the county.

There are wetlands, lakes, rivers, streams and tributaries that flow through the landscape in most areas. Wetlands have been mapped in Union County as part of the National Wetlands Inventory program of the United Fish and Wildlife Service. Most citizens use private wells and contamination of both surface and underground waters is of major concern.

Siting of waste facilities, be they transfer stations, recycling centers, C&D landfills, or bio-solid waste disposal need to be strategically placed to insure the safety of the citizens water sources and the environment. As the County has no zoning in effect it is important that buffers be included in any requirements for the siting of the above facilities.

Shown below is the Georgia Mountains RDC's information and table showing the existing land use in Union County as shown in the 2004 Comprehensive Land Use Plan.

Residential

Residential land use acreage in Union County increased from 3,894 to 6,811 from 1992 to 2003. In the current year residential land use makes up 3.2% of the total land use in the County. Residential land use in Union County is scattered and is not concentrated to any one sector of the county. But if residential growth needs to be pinpointed, then the Lake Nottely/Blairsville area has seen the most residential growth. The attractiveness of the lake and the proximity to city and community services are the primary factors for people locating to this area of the County. The Suches area has increased its percentage of residential land use by almost three fold. Most of the residential development in Suches is really vacation or seasonal homes. A lot of residential development now lies in the northern portion of the County, along Murphy Highway (US 129) near state line. Other areas of significant residential development are Trackrock, Owltown, and Bunker Hill.

Commercial

The amount of commercial land use in Union County increased over the last decade by more than 130% from 272 to 627 acres. Much of the commercial land use is concentrated in and around the vicinity of Blairsville. But, there is quite a bit of commercial development now located along Murphy Highway (US 129) to the north, US 76 to the east, US 129 South, on Old Blue Ridge Highway and along Shoe Factory Road. Most of the commercial developments along these transportation corridors are contained in small strip centers or in old residences that have been converted into businesses. There are several commercial entities that are tourism related that are dotted around

the county. Commercial land use makes up only 0.3% of the total land use in the County.

Industrial

A total of 386 acres of land is dedicated to industrial use in Union County. Industrial land use in the County is primarily located where the necessary infrastructure is available (transportation, water, and sewer). The industrial areas are located adjacent to the airport, Industrial Boulevard/Shoe Factory Road, Old Blue Ridge Highway, and along the state highways north, east and west.

Public/Institutional

Public and institutional lands are scattered throughout the County. These uses make up over 750 acres land in the county ranging from the high school, the prison, hospital near Blairsville, to the Georgia Experimental Station in the south and the scout camp in the northwestern part of the County.

Transportation/Communications/Utilities

These facilities use 141 acres of land in Union County. They are dotted around the County and include major roads and highways.

Parks/Recreation/Conservation

There are 746 acres of park, recreation and conservation lands in Union County. The majority of this land is dedicated to active recreation in Meeks Park, Butternut Creek golf course, Poteete Creek campground, and Vogel State Park. There are several other smaller recreation areas located in the County. The conservation areas surveyed in the County are the required buffers along the tributaries.

Agriculture

Agricultural lands in Union County have actually slightly increased over the past ten years. The now 23,315 acres make up approximately 11.1% of the

land in the County, which is the third largest use of the land in the County. Generally, agricultural lands are lost to residential development, but not in Union County's case. Most of the residential development in the County desires to locate along the tops of the mountains, ridges or slopes where scenic views and waterfalls exist. The increase in ornamental nursery, greenhouse and vegetable farming has contributed to the increase acreage in agricultural land use.

Forestry

Forest lands are the second largest use of land in Union County. Forest makes up 37.7% of the total land use or 79,400 acres, and are scattered throughout the County. This type of land is privately held lands that are mainly vacant tracts (large and small) that are not necessarily dedicated for timber purposes, but for buffering and residential speculation. There are some very large timber tracts that are owned by timber companies for silviculture purposes.

U S. Forest Service Land

Almost one half of the land (46.6%) in Union County is considered to be public land owned by the federal government, U.S. Forest Service. The Forest Service manages approximately 98,015 acres in Union County. This land provides much scenic beauty and for many recreational opportunities in the area. It provides neighboring private land owner's protection from development. However, the ownership of so much public land reduces a local government's full ability to develop, thus intensifying land use and development on the remaining privately held land in the County. The County also loses a large amount of potential tax revenue from so much land being publicly held. The compensation Union County receives from the federal government for the loss of the local use of the land is insignificant when compared to the potential revenue that could be collected privately. This loss of revenue places a tremendous tax burden on the existing property owners to fund County services and is a big loss of fund for local schools.

**UNION COUNTY
GENERALIZED EXISTING LAND USE, 1992 AND 2003**

LAND USE CATEGORY	1992 ACREAGE	1992 %	2003 ACREAGE	2003 %
Residential	3,894	1.9	6,811	3.2
Commercial	272	0.1	627	0.3
Industrial	177	0.08	386	0.2
Public/Institutional	689	0.3	751	0.4
Transportation/Communications/Utilities	130	0.06	141	0.06
Parks/Recreation/Conservation	517	0.3	746	0.4
Agriculture	21,973	10.5	23,315	11.1
Forestry	84,780	40.3	79,400	37.7
U.S Forest Service	97,760	46.5	98,015	46.6
TOTAL	210,192	100	210,192	100

Source: GMRDC 1992, 2003.

Georgia Mountains RDC recently finished the Land Use Plan for the City of Blairsville and showed the following information.

CITY OF BLAIRSVILLE

The total acreage of land in the City of Blairsville decreased from 1992 to 2003. This is due to the City de-annexing a large parcel of land on the east, southeast side of the town.

Residential land use in the City of Blairsville is broken down into three categories: single family, multi family and manufactured housing.

Single Family land use decreased to 90 acres within the City. Single family housing makes up about 14% of the total land use in the City. Most of this type of land use is located on the southern portion of the City. Multi-Family land use increased in the City to 9 acres. The use of land in Blairsville for manufactured housing decreased, mainly in part that a mobile home park was closed.

Commercial

Commercial land use increase over the last decade by 40 acres to a total of 151 acres. Most of the commercial land use is concentrated in downtown and along the US 129 and US 76/Ga 515 corridors. The majority of new commercial land use has taken place along US 76/GA 515, particularly going east. Commercial land use is the largest land use category in the City at 22.8%.

Industrial

Industrial land use decrease slightly in the City to 32 acres. Most industrial land uses are located on the east side of the City off of Shoe Factory Road and Industrial Boulevard.

Public/Institutional

About 16% of the land use in Blairsville is made up of public and institutional land uses. The Union County schools take up the majority of this acreage, located on the east side of town. Other uses include city and county departments, including facilities and detention facilities.

Transportation/Communication/Utilities

There are 7 acres of land used for T/C/U purposes in Blairsville.

Parks/Recreation/Conservation

Park land makes up 95 acres or 14.4% of the land use in Blairsville.

Agriculture

There are 29 acres of agricultural lands within the City. They are dotted in and around most of the residential land use in the southern portion of the City.

Vacant/Undeveloped

Just of 20% of the land use or 134 acres in the City are considered vacant or undeveloped. Many of these are vacant lots adjacent to residential land uses in the southern half of the City.

CITY OF BLAIRSVILLE/GENERALIZED EXISTING LAND USE, 1992 AND 2003

LAND USE CATEGORY	1992 ACERAGE	1992 %	2003 ACREAGE	2003 %
Single-Family Residential	133	15.1	90	13.6
Multi-Family Residential	2	0.2	9	1.3
Manufactured Housing	11	1.2	7	1.1
Commercial	111	12.6	151	22.8
Industrial	37	4.2	32	4.8
Public/Institutional	77	8.8	108	16.3
Transportation/Communications/Utilities	5	0.6	7	1.1
Parks/Recreation/Conservation	74	8.4	95	14.4
Agriculture	22	2.5	29	4.4
Forestry	0	0.0	0	0.0
Vacant/Undeveloped	409	46.4	134	20.2
TOTAL	881	100	662	100

Source: GMRDC, 1992, 2003.

More information regarding land limitations can be found in Union County's 2004 Comprehensive Plan under the Natural Resources Element prepared by Georgia Mountains RDC.

NEEDS AND GOALS

As the County wants to be in control of the situation, all new waste type facilities must prove that they do not pose any hazard to the environment before any specific location is approved.

No proposed facility or facility expansion will be sited in Union County without a letter from the Governing Board stating that the facility is consistent with the Solid Waste Management Plan. To determine if a proposed facility or facility expansion is consistent with the Plan, an owner/operator of the facility shall, at least 60 days prior to filing for a solid waste handling permit submit to the Commissioner a written statement regarding how the proposed facility or expansion will meet the specific goals and/or needs identified in the Solid Waste Plan. Included will be information regarding the impact upon the disposal capacity identified in the planning area, the impact on waste reduction and recycling efforts within the planning area and the impact on waste and recycling collection within the planning area.

Also addressed must be the impact on the community such as the impact of vehicle traffic and public safety, the impact to current businesses providing the same or similar services, and that the proposed facility/expansion is sited in an area deemed suitable according to the criteria listed in the plan and is in accordance with local zoning ordinances.

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

Rules need to be adopted that limits where these facilities can locate such as distance from bodies of water, exclusion from areas where any runoff would create a concern over water quality and a suggested riparian buffer of a minimum of 50 feet (measured from the top of the bank) needs to be imposed. With approval of location, requirements to improve infrastructure, at the applicant's expense, to handle the increased activity created by the business must be stipulated. The various infrastructure needs will be addressed for each specific location such as street lights, roads paving and maintenance as well as signage.

An application process needs to be imposed that is specific to the Solid Waste Plan. In addition to the requirement listed above, in this application process

the applicant must submit an application specific to the type of facility they wish to own and/or operate. This facility should be required to operate between certain hours of the day (i.e. 7:00am to 6:00pm). The following necessary information will be requested by the county before approval of the request:

- Hours of operation
- capacity
- size of the facility materials accepted
- disposal fees
- private or public usage
- Number of employees
- Financial assurances to handle any environmental contamination

Public input will be required before any siting of a Solid Waste Facility is approved. Public meetings will be advertised for a period of 14 days prior to the meeting time and the public will be encouraged to attend and share their views and concerns.

Final approval for locating of any of these facilities can only be issued through the Commissioner of Union County or his designated officer.

The Mountain Protection Plan guidelines should be reviewed and revised as needed.

INVENTORY AND ASSESSMENT OF EDUCATION AND PUBLIC INVOLVEMENT ELEMENT

Union County is a founding member of Keep Our Mountains Beautiful, a Keep America Beautiful Affiliate. Certified in 1999 KOMB is the second regional affiliate in the state of Georgia. From 1999 through 2003 KOMB had an environmental specialist who, using the Waste in Place Curriculum as well as other educational components, worked with children in Union County schools to help them understand the importance of protecting our natural environment. Presentations are made to civic organizations and businesses in an effort to increase their awareness of our environment and the need to implement recycling programs within the community and their businesses. Educational totes made up of learning materials and worksheets were provided to each school system to allow teachers to take programs into their classrooms at any

time and the teachers were trained in all the provided materials. Bring One for the Chipper, Adopt-A-Rd programs, Litter abatement, America Recycles Day and the Great American Clean-up are all programs implemented by KOMB. Working with the Code Compliance Officer these and other educational programs have had a positive impact on Union County.

NEEDS AND GOALS

Public education remains one of the most valuable elements to waste reduction. Through membership in the North Georgia Regional Recycling Co-Operative, a panel of 9 citizens of Union County, designated by the County Commissioner, will meet on a quarterly basis with the other panels involved, to assess and implement educational needs. Keep Our Mountains Beautiful will have a lead role in helping these panel members accomplish their goals. KOMB will provide materials and other resources to the panel to be used in this public education. Public education will continue to focus on all environmental issues but will have a strong recycling factor. Through a partnership with Young Harris College, students studying the field of education will continue to take KOMB materials into the schools. When available the Code Compliance Officer will also help educate in schools and public meetings. Volunteers will continue to be recruited to help with education to both children and adults.

KOMB is in the process of developing a speaker bureau. This will help educate more people on more diverse topics. At the current time there is not an environmental specialist on staff. This position will be filled and that person will work in tandem with the 9 member panel created by the North Georgia Regional Recycling Co-Operative as well as the Code Compliance Officer. New materials will to be added to the educational kits in the KOMB office. Educational Materials now on VHS tapes will be transferred to DVD formats for longevity as well as to allow its use in schools with newer electronic equipment. New materials will to be created to promote the North Georgia Regional Recycling Co-Operative. A program to encourage children will be created as we are able to influence adults' actions through their children.

Plan and Implementation Activity	Year to be Implemented											Responsible Party	Estimated Cost in dollars	Proposed funding sources					
	04	05	06	07	08	09	10	11	12	13	14								
WASTE REDUCTION																			
Continue current education efforts	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	KOMB Code Compliance KOMB Code Compliance, Committee Members NGRMA NGRMA, Code Compliance Commissioner, Committee Members	Staff Time	Authority Dues, General Funds	
Create and implement new recycling promotion	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	Compliance, Committee Members	Staff Time	Authority Dues, General Funds	
Continue current partnerships	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	NGRMA NGRMA, Code Compliance Commissioner, Committee Members	Staff Time	Authority Dues, General Funds	
Work to increase recycling in Union County	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	Compliance, Committee Members	Staff Time	Authority Dues, General Funds	
Keep Accurate Records of all materials recycled through the Transfer Station	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	NGRMA NGRMA, Code Compliance Committee Members	Staff Time	Authority Dues, General Funds	
Continue Promotion of Composting	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	Compliance Committee Members	Staff Time	Authority Dues, General Funds	
Increase Code Compliance Officer to full time, should funding become available	X															Commissioner	\$24,000.00	Grant Funds	
WASTE COLLECTION																			
Continue Private Collection System	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	Private Business	None	Private Funds	
Business License Requirement																Commissioner	Generates Income	County	
WASTE DISPOSAL																			
Continue Privatization of Transfer Station	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	Appalachian Waste Service	Generates Income	Private Funds	
Continue to fund position of Code Compliance Officer	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	Union County Commissioner	Staff Time	General Funds	

	NGRMA, County Commissioner Private Businesses	Private Businesses	NGRMA, County Commissioner	Staff Time	General Funds, Business Partners
Increase Convenience Centers	X	X		\$60,000.00	
Work to Build More Partnerships	X	X	X	Staff Time	Authority Dues
LAND LIMITATIONS					
Adopt Land Regulations that Discourage Locating Solid Waste facilities in Union County	X		County Commissioner	None	None
Improve on the Process of Siting Solid Waste Facilities in Union County	X		County Commissioner	None	None
EDUCATION AND PUBLIC INVOLVEMENT					
Create 9 Person Citizen Panel	X		County Commissioner	None	None
Provide Educational materials to Panel	X	X	KOMB	Staff Time	Authority Dues
Continue Existing Programs (i.e. Adopt-A-Hwy, Bring One For The Chipper, America Recycles Day, Great American Clean Up)	X	X	NGRMA, KOMB, County Commissioner, Panel Members, Code Compliance Officer	Staff Time	Authority Dues, General Funds
Hire Environmental Specialist	X		NGRMA	Staff Time	Authority Dues
Transfer Tapes to DVD Format	X		KOMB	Staff Time	Authority Dues
Create New Materials to Promote Regional Recycling Program	X		KOMB	Staff Time	Authority Dues

**UNION COUNTY PROJECTED
POPULATION FIGURES
As provided by Georgia Mountains RDC**

2005	21,490
2010	27,785
2015	36,040
2020	44,130
2025	51,150

License restrictions, failure to maintain lane and D.U.I.

Jonathan Graye, age 55 of Algoma, WI., arrested for failure to maintain lane, driving on a suspended or revoked licenses, no proof of Insurance and improper left turn.

Randall Seth Fortenberry, age 21 of Blairsville, Ga. arrested for Possession of a firearm by a convicted felon, too fast for conditions, and false swearing.

5/25/2004

Michael Aaron Lingerfelt, age 22, of Blairsville, Ga., arrested for disorderly conduct.

James Lamar Hurst, age 42, of Blairsville, ga., arrested for Hold for court.

Ismael Escalante Diaz, age 40, of Blairsville, Ga., arrested for driving while unlicensed and no proof of Insurance.

D.U.I. underage consumption, 3 counts of Obstruction of an Officer, failure to maintain lane, reckless driving, open container, driving on a suspended or revoked license and probation violation.

John Eugene Thronley, age 22, of Blairsville, Ga., arrested for Possession of marijuana, less than 1 ounce, bench warrant.

Raymond Charles Gray, age 41, of Mineral Bluff, Ga., arrested for open container and driving on a suspended or revoked license.

Mary Joe Young, age 42, of Blairsville, Ga. arrested for Battery (Family Violence).

Yvonne Ella Lunsford, age 54, of Blairsville, Ga., arrested for Simple Battery.

Johnny Joseph Golden, age 39, of McCayesville, Ga., arrested for Theft by Shoplifting.

Timothy Lee Carisle, age 39, of Suches, Ga., arrested for aggravated assault and probation violation.

Miguel Diaz, age 17, of Blairsville, Ga., arrested for driving while unlicensed and operation of a vehicle without correct license tag.

Tadeo Ortiz Perez, age 27, of Blairsville, Ga arrested for D.U.I. driving while unlicensed, failure to maintain lane, safety restraint and improper left turn.

Kristyl Katherine Lowe, age 21, of Hayesville, N.C arrested for probation violation.

Scott Alan Trask, age 20, of Blairsville, Ga., arrested for serving time.

NOTICE OF PUBLIC HEARING

A Public Hearing will be held on Wednesday, June 16, 2004 at 5:00 p.m. in the Union County Courthouse, 114 Courthouse Street, Blairsville, Georgia.

The purpose of the hearing will be to provide information and answer any questions concerning the planning of a 10 year Solid Waste Plan as required by the Georgia Department of Community Affairs.

If you are unable to attend, please send your comments via regular mail or to the address listed on our website www.unioncountv.gov.

Union County Commissioner

Zell and Shir donate clock

On Friday, May 28, Senator Zell Miller and Shirley Miller presented S.A.F.E. with a beautiful Sligh Grandfather Clock. This traditional Regulator style timepiece is a Dorset model. It has a larger, polished lyre pendulum and cable-wound, triple chime movement. It features an automatic night time chime silencer and a hand rubbed mahogany finish. The top of the line jeweled Herr 'c movement combines with other features to make this a particularly impressive grandfather clock!

This generous donation from the Millers will be used as a fundraiser for S.A.F.E. The clock will be on display at the main branch of United Community Bank in Blairsville for the next seven weeks. Raffle tickets are available for \$25 each or five tickets for \$100. The tickets may be purchased at United Community Bank's Main

Union Sentinel

It's official: Lake levels to stay higher



Top of the class in 2004



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The Sentinel

IN/COMMUNITY

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Musician Jim Wood

Jim plays a variety of music including Bluegrass, Rockabilly, Blues, Gospel, and Country. He invites you to an hour of acoustic music that allow him to go back to the roots of his music in Union County. He will play a mixture of original and cover songs that covers a variety of styles and sentiment.



nt: Joe Garner, Superintendent, GMRE
n, Chairman of the Campaign Steering
ran, President of Blairsville Kiwanis Club
Vice Chairman of the Community Council.

Letter to the Editor

Dear Editor:

Rumors are like fly paper: you're attracted to the scent of them, but really want to stay away from them for fear of being trapped.

That's what a rumor about Wal-Mart coming to town has made me feel like.

I'm not one who usually speaks out about a cause: I'm usually the one who will agree, but not take the stand for it.

But I'm so fired up about not having Wal-mart come into our community, that I'm willing to take a stand. And I hope the town will become educated about what's going on and take a stand, too.

You may have heard that Wal-mart is looking at land in Blairsville. Before the deal is done, think about some things.

Believe me, I'm a shopper. (Just ask my husband.) I want the freedom to run down to the store and buy a present for my child or my child's friends. I can do without a Wal-Mart, though.

Wal-Mart is destroying the American landscape with big box stores selling low-cost

goods. I would rather pay more for goods at our local businesses than save two bucks to support a company as invasive and destructive as kudzu.

The cons of having this concrete monster come into our community outweigh the pros.

Check out www.lawmall.com/wal-mart/. I've started a petition. It's online at this time, and you can sign in anonymously if you're in fear of standing up for a cause. Please visit www.thepetitionsite.com/takeaction/462389740 it will take you directly to the petition, follow a few steps and your voice is heard.

You can also voice your opinion to the commissioner's office at 706-439-6000. They've been very open and concerned about this matter. "Never doubt that a small group of thoughtful, committed citizens can change the World. Indeed, it is the only thing that ever has." (Margaret Mead-1901-1978)

Thank you,
Margie Porter

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If you are unable to attend, please send your comments via regular mail or to the address listed on our website

Chasity Renee Corn and Robert Franklin Miller, Jr. invite you to share in the joy of the beginning of their new life together when they exchange marriage vows on Saturday, June

5, 2004 at 1:00 pm at Union Baptist Church, Blairsville, GA. Reception at Fellowship Hall. No formal invitations will be sent. All friends and family invited.

N May 19, 2004

Pereira Completes Basic Training

Air Force Airman Simon A. Pereira has graduated from basic military training at Lackland Air Force Base, San Antonio, TX.

During the six weeks of training, the airman studied the Air Force mission, organization and military customs and courtesies; performed drill and ceremony marches and received physical training, rifle marksmanship, field training exercises and special training in human relations.

In addition, airmen who complete basic training earn credits toward an associate degree through the Community college of the Air Force.

Pereira is the son of Sandra Jimenez of Orwood Lane, Laurel, MD., and grandson of Bob and Betty Garner of Brown Mountain Lane, Suches, GA.

He is a 2002 graduate of Fannin County High School, Blue Ridge, GA.



Air Force Airman, Simon A. Pereira



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- ⇒ Crystal vases, soaps, candles, Cherished Teddies, Boyd's Bears, gift cards, wedding and baby gifts
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Saturday 9 a.m. to 2 p.m.

NOTICE OF PUBLIC HEARING

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If you are unable to attend, please send your comments via regular mail or to the address listed on our website www.unioncounty.gov.

Union County Commissioner

N/June 21B

BILL HOLT FORD



Blue Ridge (706) 632-8900



Jimmy Nichols
SALES

Bill Holt Ford is proud to have **Jimmy Nichols** back on our Sales Department. **Jimmy** invites all his friends and relatives to come by and see him for the best deal on a new or used vehicle.



*It's your birthday
Oh my Lordy
Susan B.
Is turning 40!
We love you!
Happy Birthday*

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October 22, 2004

Ms. Leslie George
County Commissioner's Office
114 Courthouse Street
Blairsville, Georgia 30612

Dear Mr. Paris:

This letter serves as a 10-year disposal capacity assurance for waste generated by Union County. The Georgia EPD permit number for this facility is 058-012D (MSWL). This assurance is based upon Union County disposing of approximately 8,400 tons of waste at this facility on an annual basis.

Sincerely,


Gerald Allen
District Manager- Landfill's

**CONTRACT FOR OPERATING, RECYCLING PROCESSING, LOADING,
TRANSPORTATION AND DISPOSAL SERVICES FOR THE
UNION COUNTY TRANSFER STATION**

This Contract document for the Operation, Processing of Approved Recyclables, Loading, Transportation and Disposal of Municipal Solid Waste Materials (hereinafter referred to as "MSW") is made and entered into this Tenth day of January, 2005 to be effective immediately, by and between UNION COUNTY, GEORGIA, a political subdivision of the State of Georgia, (hereinafter referred to as the "Shipper"), and Appalachian Waste Systems of GA., L.L.C. (AWS), a Georgia Limited Liability Company authorized to conduct business in the State of Georgia, (hereinafter referred to as the "Carrier").

WITNESSETH:

Whereas, the Shipper owns a Solid Waste Transfer Station (the "Transfer Station") located at 1226 Deep South Farm Road in Blairsville, Georgia 30512, pursuant to permit-by rule issued by the Georgia Department of Natural Resources (the "GDNR");

Whereas, the Carrier is in the business of transfer station operations, recycling processing, loading, transporting and disposing of MSW; and

Whereas, the Carrier agrees to abide by the Request for Proposal from the Shipper and coinciding proposal presented by the Carrier on December Twenty Eighth, 2004, and related documentation; and

Whereas, the Carrier utilizes the Union County Transfer Station (the "Landfill") located in Union County, Georgia to dispose of all waste under its control and custody; and

Whereas, the Shipper desires to have the Carrier operate, process recyclables, load, transport and dispose of MSW delivered to the Transfer Station; and

Now, therefore, in consideration of the premises, and the mutual covenants and agreements herein set forth, and other good and valuable consideration, the Carrier and the Shipper hereby agree as follows:

1. Operation, Loading, Transportation & Disposal Services. The Carrier will load and transport all solid waste from the Transfer Station to the Landfill subject to the terms and provisions of this Contract (the "Services"). The Carrier shall diligently and carefully perform all Services in a good

and

workmanlike manner. In addition, the Carrier shall maintain the Transfer Station buildings and equipment and cause the immediate surrounding property and roadways to be free of any spillage, litter and blowing papers.

2. Recycling Processing Services. Carrier will provide to Shipper recycling processing services for cardboard, glass, magazines, phone books, newspaper, plastic, batteries, metals and White Goods based upon marketable third party availability within a reasonable distance of the Transfer Station. White Goods are washers, dryers, stoves and air conditioners that a certificate for proof of the removal of Freon are provided to Carrier's agents and employees. All funds generated from recycling will revert to the Shipper, with the exception of Scrap Metal.

3. Operation Date. Carrier's obligation to perform the Services and all other services hereunder shall begin on January 1, 2005.

4. Charges. The Carrier will charge for the Services on the basis of the rates and provisions set forth in Exhibit "A". In no instance shall there be a price increase over the original charge listed on Exhibit A, unless there is a mutual agreement between the Shipper and the Carrier of such increase. Any such charge increases shall be derived from percentage increases in the Producer Price Index for Urban Wage Earners and Clerical Workers "All Items" ("All Items Index") as published by the U.S. Department of Labor, Bureau of Labor Statistics.

During the term of this agreement, or any extension thereof, Supplier shall supply to Carrier a Skid-Steer Loader and Yard Jockey tractor for Carrier's sole use. Carrier shall maintain and insure said equipment. At the termination of this Agreement or any extension thereof, Carrier shall return to Shipper the Bobcat and Yard Jockey in the same condition as Carrier received the equipment, normal wear and tear excepted. As consideration for the use of said equipment, Shipper shall pay the going rate per ton hauling charge less \$10.00 per ton disposed of per month by Shipper and the Union County, Georgia Board of Education.

5. Carrier Equipment and Personnel. The Carrier will supply, maintain, operate, and supervise sufficient vehicles, trailers and loading equipment (the "Carrier's Equipment" as set forth in Exhibit "B") and operators (the "Carrier Personnel" as set forth in Exhibit "C") required to promptly perform the Operating, Recycling, Loading, Transportation and Disposal Services. The Carrier's Equipment used in performing the Services shall be in good working condition and capable of performing their intended function in an efficient and satisfactory manner. Carrier shall furnish tarpaulins, tie downs and any other necessary equipment and all labor necessary to protect and secure the lading for safe transportation in the performance of service.

6. Safety Regulations. The Carrier shall comply in all material respects with all local, state, and federal health, safety, and other laws, including Environmental Laws (as hereinafter defined), permit restrictions, and regulations applicable to Carrier with respect to (i) the Carrier Personnel engaged in performing the Services under this Contract. (ii) the loading of the Waste, and (iii) all of Carrier's operations under this Contract.

The Shipper shall comply in all material respects with all local, state, and federal health, safety, and other laws, including Environmental Laws (as hereinafter defined), permitting, permit conditions and restrictions, and regulations applicable to the Shipper.

For purposes of this Contract, "Environmental Laws" shall mean all applicable federal, state or local law, statutes, ordinances, rules, regulations, orders, or notice requirements pertaining to the collection, transportation, storage, treatment, discharge, release, processing, handling, or disposal of substances that might pollute, contaminate, or be hazardous or toxic if present in the air, ground, or surface water, land or other parts of the environment or other wastes, including, without limitation (a) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 889601 et seq.), as amended through the date hereof ("CERCLA") (including, without limitation, as amended pursuant to the Superfund Amendments and Reauthorization Act of 1986), and the regulations promulgated under CERCLA, (b) the Resources Conservation and Recovery Act of 1976 (42 U.S.C. **6901 et seq.), as amended through the date hereof ("RCRA"), and the regulations promulgated under RCRA, and (c) any applicable federal, state, or local laws or regulations relating to the condition of the air, ground or surface water, land or other parts of the environment, to the release or potential release of any substance into the air, ground or surface water, land, or other parts of the environment, as such laws and regulations have been amended through the date hereof. The Carrier agrees to comply with all of the Shipper's safety and

environmental rules, as published from time to time. The Carrier agrees to take all necessary precautions to protect the Shipper's premises and all persons in, on, or about such premises from injury or damage.

7. Licenses and Permits. Shipper warrants that it has secured all applicable licenses and permits of all types required by any local, state or federal legislation, regulations or ordinances to operate as a solid waste transfer facility. Carrier warrants that it has secured all applicable licenses and permits of all types as required by any local, state or federal legislation, regulations or ordinances to operate as a carrier. Carrier further warrants that it will conduct all operations in a lawful manner and in compliance with all federal, state and local laws, ordinances, and regulations thereto. A copy of any such licenses or permits will be provided to either party upon request of the other. In addition, Carrier warrants that it will pay all applicable taxes, fines for parking, moving or weight violations, tolls, fees, and any other penalties and assessments incidental to Carrier's operations under this agreement.

8. Claims or Losses. The Carrier shall give prompt notice to the Shipper of any loss, damage, or injuries to persons or property of the Shipper, the Carrier, or third parties in any way related to the Loading Services for which a claim might reasonably be expected to be made against Shipper, and shall promptly report to the Shipper all such claims of which Carrier has notice, whether relating to matters insured or uninsured. No settlement or payment of any claim or loss, injury, or damage or other matters as to which Shipper has been charged with an obligation to make any payment or reimbursement shall be made by Carrier without the prior written approval of the Shipper.

9. Independent Contractor. In the performance of the Contract, Carrier and/or its agents and employees are not the agents or employees of Shipper and/or subject to the supervision or control of Shipper, but Carrier is an independent contractor, employing agents and/or employees under the exclusive management and control of Carrier. The parties are not and this agreement does not create any partnership, joint venture, or other type of business organization or entity between the parties.

10. Assumption of Risk. Carrier agrees to assume and bear all risk growing out of: (a) any and all injury or damage occurring in or directly or indirectly arising out of performance of this contract to: (i) the property or premises of Carrier; (ii) the property and premises of Shipper or any other person; and (iii) any property or equipment used or to be used or incorporated in the performance of this contract; and (b) any injury to or death of any person or persons, whether or not employed by Carrier upon the premises, due to the performance of the contract. Carrier further agrees to comply with all applicable federal and state laws relating to wages, hours and conditions of labor, and applicable social security and unemployment insurance laws.

11. Carrier's Indemnification. Subject to Shipper's indemnity below, Carrier covenants and agrees that it is the Carrier's duty to determine that each shipment is properly loaded and Carrier agrees to indemnify and save harmless Shipper against all claims, losses, costs, damages or liability of any kind or nature arising, involving or growing out of: (a) improper or unsafe loading; (b) transportation of waste that is the subject of this contract; and (c) the conduct or actions of said driver or employee performing under this contract. Carrier further covenants, agrees and binds itself at its sole cost and expense, to defend and save harmless Shipper from and against any and all manner of suits, claims, demands, costs, charges, debts, dues, liabilities, and payments of money of any sort or nature whatsoever on account of injury or to the death of persons or loss or damage to property, including any claims arising under 42 U.S.C. 9601, et seq., or similar state laws, in any manner whatsoever arising from or out of or predicated upon the operation of the trucks of or by Carrier, its agents or employees in any manner, however, whether pursuant to the terms of this Agreement or otherwise. This contractual indemnity is separate

and apart from and in addition to the obligations of insurance coverage stated in Section 18.

12. Shipper's Indemnification. Shipper agrees to indemnify and save harmless Carrier against all claims, losses, costs, damages, or liability of any kind or nature arising, involving or growing out of any negligence of Shipper, its officers, agents or employees.

13. Exclusive Agreement. Shipper shall utilize the Carrier to load all of the Waste delivered to the Transfer Station.

14. Assignment. This Contract may not be assigned in whole or in part by either party without the prior written consent of the other party, which consent will not be unreasonably withheld; except the Carrier may assign this agreement to any successor-in-interest, but such assignment shall not relieve the Carrier of any obligations hereunder.

15. Term. Shipper recognizes the substantial investment and costs of the Carrier in accepting this contract and provides that the agreement should survive, in accordance with law, for a period of no less than Two (2) years. The County reserves the option to renew this lease for an additional Two (2), One (1) year consecutive terms.

Prior to the instigation for each of the above mentioned renewal terms, an evaluation of the Carrier leasing the Transfer Station shall be performed in order to determine that any and all defaults, discrepancies, and complaints have been addressed and rectified by the Carrier prior to each fiscal year end. Upon acceptable determination by the Shipper of the Carrier's evaluation, the contract shall be renewed for an additional calendar year, automatically on December 31, of each year, and without any lapse, unless positive action is taken to terminate said contract by the Commissioner in a public meeting and such action entered in the official minutes of the Union County Commission County meeting. If a renewal option is exercised, it will be at the original charge(s) unless otherwise specifically accepted by the Shipper.

Thereafter, the term of this Contract shall be automatically extended for one (1) year terms, unless notice in writing of termination is given by either party (90) days or more prior to the end of the initial term or any renewal term ("Nonrenewal Notice"). Notwithstanding the foregoing, at any time this Contract may be terminated for Cause by Shipper upon 30 days' written notice (except as otherwise provided herein). For the purposes of this Contract, "Cause" shall mean:

- (a) the failure of Carrier to perform or observe (other than for Force Majeure as hereinafter defined) any of the terms or provisions of this Contract;
- (b) dishonesty or misconduct on the part of Carrier that is or is reasonably likely to be damaging or detrimental to the business of Shipper;
- (c) actions on the part of Carrier that cause Shipper to be in violation of Shipper's Permit.

16. Events of Default.

(a) The Carrier shall be in default under this Contract upon the happening of any of the following events or conditions ("Carrier Events of Default"):

- (i) the Carrier shall default in the performance of any obligation, covenant, or liability contained

in this Contract, and the continuance of such default for ten consecutive days after written notice thereof by the Shipper to the Carrier;

(ii) the Carrier's failure to load Waste in a timely and efficient manner as reasonably scheduled by the Shipper, and the continuance of such default for ten consecutive days after written notice thereof by the Shipper to the Carrier;

(iii) the Carrier shall have, through its actions or omissions, caused or permitted any condition to exist that directly threatens the operations of the Transfer Station or the Landfill or the existence of either of the MSW Permits issued by the GDNR relating to the Landfill or the Transfer Station, and the Carrier shall have failed to correct such condition within 10 business days after the earlier of the date the Carrier became aware of such condition or written notice thereof by the Shipper to the Carrier (or in the event such condition is not capable of being corrected within such 10-day period, the Carrier shall have failed to take such actions as are commercially reasonable to commence and pursue a remedy for such condition); or

(b) The Shipper shall be in default under this Contract upon the happening of any of the following events or conditions ("Shipper Events of Default"):

(i) the Shipper shall default in the performance of any obligation, covenant, or liability contained in this Contract, and the continuance of such default for ten consecutive days after written notice thereof by the Carrier to the Shipper.

The Carrier Events of Default and the Shipper Events of Default are collectively referred to as "Events of Default."

17. Force Majeure. In the event that either party is prevented from performing its duties and obligations pursuant to this Contract by circumstances not reasonably within its control, including, without limitation, fires, floods, labor disputes, or acts of God, hurricanes, storms, floods (hereinafter referred to as "Force Majeure") such that the Shipper is unable, in whole or in part, to provide the Waste for Shipment or the Carrier is unable, in whole or in part, to load or transport the Waste, then the affected party, to the extent affected by such Force Majeure and to the extent that reasonable efforts are being used to resume performance at the earliest practical time, shall be excused from performance hereunder during the period of such disability. The party claiming Force Majeure shall promptly notify the other when it learns of the existence of a Force Majeure condition and shall similarly notify the other within a period of two days, excluding weekends and holidays, when the Force Majeure condition has terminated.

18. Insurance. All Carrier Personnel furnished by Carrier for loading and unloading Waste shall be appropriately trained by Carrier for operation of loading and unloading equipment. The Carrier agrees, at its sole cost and expense, during the term hereof, to maintain in full force and effect and to provide Shipper with certificate(s) evidencing all coverage's, a policy or policies of public liability, property damage, workers' compensation, and automobile liability insurance under which the Carrier and the Shipper are named as insured as their interest may appear. The current insurance requirements are as follow:

General Liability	\$2,000,000 per person and per occurrence
Automobile Liability	\$2,000,000 per person and per occurrence

Property Damage \$2,000,000 per occurrence and aggregate
Workers' Compensation Statutory Limits

Each such policy shall provide that it cannot be amended or modified without 30 days' prior written notice to the Shipper and a certificate thereof evidencing such coverage and premium receipt shall be delivered to the Shipper prior to commencement of this Contract. The Carrier shall submit any proposed substitution of insurance policies or modifications of insurance policies to the Shipper not less than 30 days prior to the date on which the Shipper desires to substitute or modify insurance policies provided for under the terms of the Contract.

19. Notices. Any notice or communication required or permitted hereunder shall be in writing and either delivered personally, telegraphed or telecopied, or sent by certified or registered mail, postage prepaid, and shall be deemed to be given, dated, and received when so delivered personally, telegraphed, or telecopied or, if mailed, five business days after the date of mailing to the following address or telecopy number, or to such other address or addresses as such person may subsequently designate by notice given hereunder:

Shipper: Union County Commissioner's Office
114 Courthouse Street, Suite 1
Blairsville, Georgia 30512
Attention: County Commissioner
Telecopy No. (706) 439-6004

Carrier: Appalachian Waste Systems of GA.,L.L.C.
P.O.Box 2493, 530 Tom Boyd Road
Blue Ridge GA. 30513
Attn: Jerry Proctor
Telecopy No. (706) 632-8184

20. Governing Law. This Contract shall be construed under and in accordance with the laws of the State of Georgia, without giving effect to the principles of conflicts of law thereof. This Contract has been negotiated by the parties and no presumptions shall be made as a result of its preparation by one of the parties.

21. Amendment. No amendment, modification or alteration of the terms hereof shall be binding unless that same shall be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

22. Cumulative Rights. The rights and remedies provided by this Contract are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to other rights the parties may have by law, statute, ordinance or otherwise.

23. Entire Agreement. This Contract (and the Exhibits hereto which are hereby incorporated and made a part hereof) constitutes the entire understanding of the Carrier and the Shipper relative to the subject matter hereof and supersedes all prior agreements and undertakings between the Carrier and the Shipper relation to the subject matter hereof. Any reference herein to this Contract shall be deemed to include the Exhibits hereto.

24. Severability. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

25. Parties in Interest. All the terms, covenants, and conditions of this Contract shall be binding upon, and inure to the benefit of and be enforceable by the parties hereto and their respective successors, and assigns, and nothing in this Contract, express or implied, is intended to or shall confer upon any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Contract.

26. Interpretation. When a reference is made in this Contract to Sections, such reference shall be to a Section of this Contract unless otherwise indicated. The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and executed this Agreement under their respective seals on the day and date below written, be it deemed an original contract.

**Executed on behalf of the Shipper/
UNION COUNTY**

**Executed on behalf of the Carrier/
Appalachian Waste Systems of GA.,L.L.C.**

This Tenth day of January, 2005

This Tenth day of January, 2005

By: _____
Sole/Commissioner

By : _____
Owner

Recommended: _____
Purchasing Agent

Date:1/10/05

Witness for County: _____
County Clerk

Notary Seal

Date: 1/10/05

County Seal

Exhibit "A"

Transfer Station

- Waste Material/Product:** Nonhazardous municipal solid waste
(Type I waste material)
- Shipper's Transfer Facility:** Union County Transfer Station
1226 Deep South Farm Road
Blairsville, Georgia 30512
- Carrier's Hours of Operation:** Monday through Friday - 7:00 A.M. to
4:00 P.M. Saturday - 7:00 A.M. to
12:00 P.M.
- Loading & Hauling Rate:** \$ 47.00 per ton processed at the
Transfer Station, as determined by the
Transfer Station Gate house (scale).
- \$.50 a bag for bags less than 33 gallons.
\$.75 a bag for bags larger than 33 gallons.
- Daily Duties:**
1. Weigh-in Loads.
 2. Weigh-out Loads.
 3. Inspect loads for prohibited materials.
 4. Load & ship MSW.
 5. Process, store and ship recyclables.
 6. Litter pick property, driveways and roads.
 7. Maintain Equipment.
 8. Maintain Facilities.

Exhibit "B"

Carrier's Equipment

1. Roll-off truck
2. 2-20 cubic yard open tops for metal recycling
3. 2-20 cubic yard open tops for residential bagged garbage collection
4. 1-2 cubic yard compactor with a 40 cubic yard receiver box for residential bagged garbage collection
5. 2-100 cubic yard walking floor transfer trailers
6. Solid-rubber-tire loader
7. Back-hoe

Exhibit "C"

Carrier's Full Time Personnel

1. **Scale House Operator:** Directs customers waste/recycling streams to proper disposal location, weighs in & outbound loads, collects fees, checks loads for prohibited materials, assists in bi-monthly billings, maintain scale house building, assists in litter patrols.
2. **Recycling Coordinator:** Assists customers as needed, sorts recyclables, stores recyclables, packages recyclables, ships recyclables, maintains recycling building, assists in litter patrols.
3. **Loader Operator/Supervisor:** Supervise site, assists customers as needed, watches for prohibited materials, load & pack trailers, tarp trailers, swap out loaded trailers and stage, maintain transfer station building, assist in litter patrols.
4. **Compactor Operator:** Assist customers as needed, watches for prohibited materials, maintain constant operation of compactor to control residential bagged waste flow, assist with tarping trailers, assist with litter patrol.

SP Recycling Corp. and North Georgia Resource Management Authority

Recyclables Supply Agreement

This Agreement is made and entered into on the first day of _____ 2004 between SP RECYCLING CORP. (Buyer) and NORTH GEORGIA RESOURCE MANAGEMENT AUTHORITY (Supplier).

Whereas, Buyer desires to buy and Supplier desires to sell residential and commercial recovered paper sorted to mixed paper quality specifications as provided in ISRI scrap specifications;

And Whereas, Buyer desires to buy and Supplier desire to sell certain recyclable metal, plastic and glass beverage containers;

Now Therefore, The parties agree in good faith to comply with industry standards and practices generally, and specifically the following conditions to this Agreement:

Point of Purchase: This Agreement contemplates that Buyer will arrange to purchase Recyclables (recovered paper, old corrugated containers, metal, plastic and glass beverage containers) on a picked up basis at Supplier's dock.

Recyclables Defined: The term "Recyclables" is defined as " recovered newspaper, mixed paper, magazines, telephone books, office paper, paperboard files, old corrugated containers, metal, plastic and glass beverage containers collected in a form and manner so as to be marketed as scrap commodities".

Quality: Buyer's quality specifications for Mixed Paper are part of this Agreement as Exhibit A. Buyer will accept non-conforming shipments that do not exceed 5% contamination. Buyer retains the right to reduce volumes throughout this Agreement due to Supplier's failure to meet or exceed quality level required herein.

Volume: Buyer agrees to buy and Supplier agrees to sell under this Agreement, all Recyclables collected by the Supplier. An estimated annual volume of 1700 tons is to be shipped at an average flow of 130 to 150 tpm (tons per month), seasonality taken into account. Shipping locations shall include Lumpkin, Towns, Dawson & Union Counties. Other counties and municipalities within Suppliers area can be included by mutual agreement of the parties.

Price: The purchase price for recovered paper grades will be determined monthly by using the industry publication Official Board Markets (The Yellow Sheet), Southeast area, and as published in the first issue each month. The current monthly issue will be used to establish the current period's purchase price.

For loose or baled in combination or loaded separately in trailer load quantities, Supplier will receive prices as described herein:

FLOOR PRICE AND CEILING; For paper grades, Supplier will receive \$30/ ton floor and \$80 ceiling. Paper price between floor and ceiling to be determined as follows;

PAPER GRADE # 1 Baled corrugated containers (OCC) if less than full trailer load quantities –
The purchase price is Low Yellow Sheet; When the Yellow Sheet price moves above the ceiling price. the purchase price will increase by 50% of the Yellow Sheet price increase.

Recyclables Supply agreement

Page 2

PAPER GRADE # 2---Baled OCC in full trailer brokerage quantities---Purchase price is High Yellow Sheet for OCC;

PAPER GRADE # 3 Loose or baled mixed paper (excluding OCC) ---Purchase price is Low Yellow Sheet for Mixed Paper;

PLASTIC GRADE --- Baled plastic beverage containers (#1 and #2 baled separately)-----Purchase price is 40 % of Buyer's sales price;

ALUMINUM CANS -- loose aluminum food and beverage containers----- 50 % of Buyer's sales price ;

STEEL CANS--- loose steel food and beverage containers----- Purchase price is Zero (\$0.00);

GLASS CONTAINERS --- Color Sorted Glass Beverage Containers in taylor type containers on pallets-----Purchase price is 40 % of Buyer's sales price.

Unmarketable Recyclables: In the event that one or more of the Recyclables named in this Agreement become unmarketable due to lack of buyers or poor quality, Supplier agrees to cease shipping that recyclable or will pay \$10 per ton freight on that recyclable only. The term "unmarketable" is defined as "a designated Recyclable has a sales price of \$10 per ton or less".

Price Arbitration: In the event that the Yellow Sheet ceases to publish scrap paper prices, or it fails to reflect prevailing market price for scrap paper, then the two parties to this Agreement shall enter into monthly arbitration to mutually agree upon a purchase price. Should the two parties conclude negotiations yet fail to agree on the price for a given month, Supplier may elect to sell Recyclables elsewhere during that month.

Term: The initial term of this Agreement will be five (5) years and may be extended by mutual agreement as provided herein. Unless terminated by either party by written notice to the other party, this Agreement shall be automatically extended for up to three (3) annual periods. Either party may renegotiate or terminate this Agreement by issuance of a ninety-day (90) day written notice to the other party.

Purchase Orders: Purchase orders and invoicing is not required. Buyer will issue payment net, 30 days from date of shipment.

Shipping/Transportation: Supplier will be responsible for loading, for overweight fines and for needed repairs to trailer(s) if damaged by Supplier. Supplier agrees to load shipments as follows: trailers shall be cleaned and free from objectionable materials, Supplier should assure itself before loading that the trailers have sound doors and floors. Recyclables may be loaded in combination or straight loads of either baled or loose in trailers; bales will be of same size per load; loaded to full visible capacity but not to exceed legal load limits or restrictions. In as much as SPRC agrees to pay freight Supplier needs to load to minimum 40,000 lbs. per trailer. Should Supplier fail to meet minimum weights after an initial 90 day start up period, excess freight on light loads will be deducted from payments on a pro rata share of the total freight costs.

General Conditions:

- A. This Agreement, including the exhibit(s) hereto "which are part of the Agreement", constitutes the entire Agreement between the parties regarding the subject matter hereof, and supersedes all other

Recyclables Supply Agreement

Page 3

prior agreements or understandings between them concerning the subject matter. In case of any conflict between this Agreement and any purchase orders, invoices and acknowledgments, this Agreement shall control.

- B. This Agreement may be amended or modified only in writing signed by both parties.
- C. Either party's failure to perform its obligations hereunder (including Buyer's obligation to accept delivery of RRP during the relevant time period) shall be excused to the extent and for the period of time such non-performance is caused by war, invasion, fire, explosion, flood, riot, strikes, acts of God, delays or defaults of carriers, energy shortages, or other causes beyond such party's reasonable control. The excuse of performance provided herein shall not be available to a party which fails to employ diligence in removing or curing such event of force majeure. The party affected by force majeure shall give the other party prompt written notice of any inability to perform hereunder. In the event that the Supplier is impacted by the Buyer exercising their right to force majeure, the Buyer will use reasonable efforts to aid in marketing the tons impacted.
- D. The parties intend that any dispute arising from or in connection with this Agreement shall be settled amicably through good faith negotiations between the parties. An attempt to arrive at such a settlement shall be deemed to have failed as soon as one of the parties gives written notice to the other party, which notice shall state that the parties' attempt to arrive at an amicable settlement of the dispute has failed. If an attempt at settlement of a dispute has failed, the parties shall cause a single arbitrator to be appointed in accordance with the rules of the American Arbitration Association. Either party may initiate the request for arbitration and shall furnish notice to the other party. The arbitration shall be conducted in Georgia, in accordance with the rules of the American Arbitration Association, and the cost of such arbitration shall be borne equally by the parties. Any decision reached by such arbitrator shall be final and binding upon the parties.
- E. In connection with the performance of their duties hereunder, the parties agree to comply strictly with all applicable federal, state and local statutes, laws, ordinances, rules and regulations of any nature whatsoever.
- F. This Agreement has been made, executed and delivered at the offices of Buyer in Clayton County, Georgia and shall in all respects be governed by and interpreted in accordance with the laws of the State of Georgia without giving effect to the principles of conflicts of laws thereof, and Supplier consents and submits to the jurisdictions of all courts located in the State of Georgia.
- G. No waiver of any default hereunder by either party or failure to exercise any right hereunder shall be deemed a waiver of any subsequent default or of such right.
- H. This Agreement shall not be assignable by either party or by operation of law without the written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement to a parent entity or to a wholly owned affiliate of a parent entity.

Recyclables Supply Agreement

Page 4

- I. Captions contained in this Agreement are inserted only as a matter of convenience or for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.
- J. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed upon by or available under law.
- K. The invalidity or unenforceability of all or any part of any such provision herein shall not affect the validity or enforceability of any other provision or the remainder of any such provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

North GA Resource Mgt Authority

SP Recycling Corp.

By: _____
Title: _____

By: _____
Title: _____

Date: _____

Date: _____

- *Chipped woody material placed around trees and bushes keeps the soil moist?*
- *Chipped material can be used on pathways, trails, and in landscaping operations?*
- *Chipped land clearing debris can be used on the building site as temporary roads and for erosion control?*
- *Crushed concrete from demolitions projects can be used as a base for roads?*
- *Crushed glass works well as a drainage/wicking medium around building foundations?*
- *Crushed glass can be used in landscaping projects to add sparkle and retain moisture?*
- *Crushed glass is a superior pipe bedding material – unlike pea gravel it doesn't shift as the pipe is laid?*
- *Crushed glass can be added to road asphalt?*
- *Crushed drywall is an excellent soil enhancer – especially when added to clay?*
- *Asbestos-free asphalt shingles can be melted down and used in road asphalt?*
- *As carbon-based materials like trees and paper decompose they produce methane, a highly explosive and dangerous gas?*

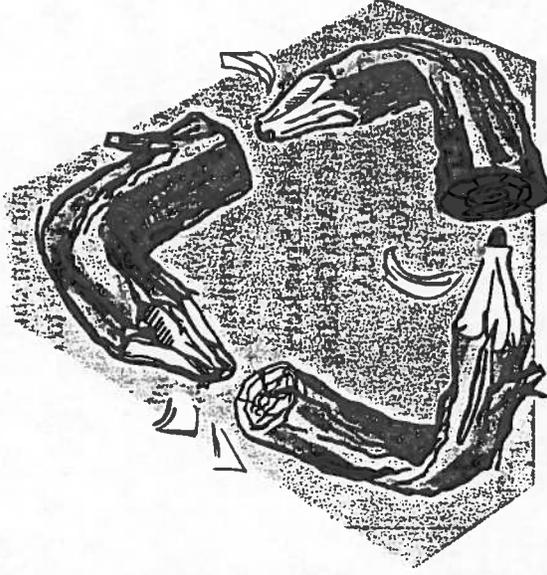
Georgia Mountains RDC
P.O. Box 1720
Gainesville, GA 30503

2004 Chipper/Grinder Georgia Mountains Workshop

Gainesville, GA

June 23, 2004

10:00 a.m. – 3:00 p.m.



SPONSORED BY:
Department of Community Affairs
Georgia Mountains RDC
North Georgia Resource Management Authority

**“BRING ONE FOR THE CHIPPER 2004”
CHRISTMAS TREE RECYCLING EVENT**

Union County will again host the “Bring One for the Chipper” Christmas Tree Recycling Program. The program will run from Saturday January 3 2004, until January 10, 2004.

The drop off location is the AWS Transfer Station located at 1226 Deep South Farm Road, Blairsville. Area residents can drop off Christmas Trees that will be chipped into mulch or used as a wildlife habitat. Free Dogwood seedlings will only be handed out on Saturday January 3 beginning at 10:00 am and running until the supply runs out.

This event educates the public on recycling and environmental conservation. It also allows communities to put discarded Christmas trees to good use. The program assists local governments in complying with Georgia’s yard trimmings ban implemented in September 1996. This ban prohibits the disposal of yard trimmings in municipal solid waste landfills.

This year’s sponsors are the Union County Commissioner, Appalachian Waste Service, Keep Our Mountains Beautiful, The Georgia Department of Community Affairs, Keep Georgia Beautiful, Home Depot, The Davey Tree Expert Company and WXIA-TV. For more information please contact the Commission Office at 706-439-6000 or Keep Our Mountains Beautiful at 770-536-1221.

CHECK OFF LIST FOR CHRISTMAS TREE RECYCLING

BEFORE THE EVENT:

- Invite media to attend
- Confirm attendant
- Pick up seedlings
- Coordinate location for tree drop off with AWS

DAY OF EVENT:

- Put up sponsor signs at the site
- Put seedlings in the seedling bags
- Count trees as they come in
- Take publicity photos of citizens dropping off trees for report and paper

AFTER THE EVENT

- Remove all trees by January 12
- Email the following information to Leslie at lesliej@bellsouth.net
 - Total number of trees collected
 - Number of trees mulched
 - Number of trees used for fish habitat
 - Number of trees used for other uses
 - Number of government workers
 - Number of government hours
 - Number of volunteers
 - Number of volunteer hours
 - Number of participants (those bringing trees, press)
 - Other than the press releases, have there been any other forms of exposure?
- Distribute a press release describing the results (I can do that for you or help you with it)
- Send copies of all newspaper clippings regarding the event (before, during and after) to:
 - Leslie George
 - NGRMA
 - 624 Green Street NE
 - Gainesville, Ga 30501

WHAT IS

“ADOPT-A-HIGHWAY”?

Adopt-A-Highway is a litter prevention program sponsored by the North Georgia Resource Management Authority, Keep Our Mountains Beautiful and the County Code Compliance Officer to attract public involvement in cleaning up litter along the County's roads and highways.



ADOPT A HIGHWAY



Union County



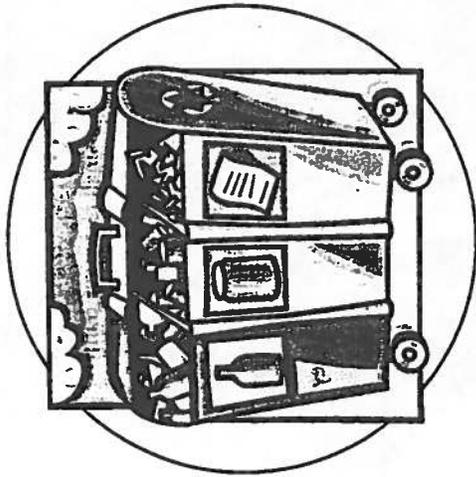
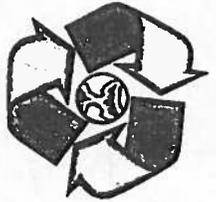
Greg Baggett
41 Hospital Street, # 3
Blairsville, GA 30512

*Together We Can Make A
Difference!*

Phone: 706-439-6057

Advantages of a Regional Recycling Program

There are many benefits to a Regional Recycling Co-op. By combining materials we achieve increased commodity revenue while sharing the burdens of the cost. A Co-operative can work together to assist in establishing the needed infrastructure of convenience centers and equipment. Creating larger volumes of materials guarantees markets for the recyclables and with the storage of materials until markets are at a high price, more revenue can be generated in the sales of the commodities. There is an education component to promote the recycling program, assuring more participation amongst citizens. Each member of the Co-operative has the option of using the "Special Events" trailer at festivals or other organized events.



*A Regional Approach to Recycling
Provided Through
The North Georgia Resource Management
Authority.*

*An Authority made up of North Georgia
Counties for the purpose of promoting safe
solid waste handling practices through educa-
tion, recycling and composting.*

North Georgia Regional Recycling Co-operative



For More Information Contact:

NGRMA

P.O. Box 547
108 Old Jail Street

Phone: 706-677-2344

Fax: 706-677-4000

Email: ngrma@alltel.net

NGRMA

TEL: 706-677-2344

R-2005-06



WHEREAS, the Georgia Comprehensive Solid Waste Management Act requires each County to develop a Solid Waste Management Plan and to provide a ten-year update to that plan, and

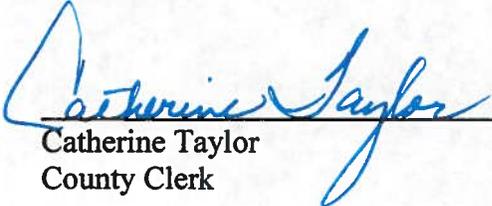
WHEREAS, Union County has held the required public hearings regarding this proposed plan update, and

WHEREAS, the Department of Community Affairs has reviewed the 2004-2013 Solid Waste Management Plan for Union County and the City of Blairsville and find the plan to be in compliance with the Minimum Planning Standards and Procedures for Solid Waste Management, and

THEREFORE, BE IT RESOLVED that Union County wishes to adopt the Ten Year Solid Waste Management Plan this 19th day of May, 2005.



Lamar Paris
Sole Commissioner
Union County, Georgia



Catherine Taylor
County Clerk

FAX NO. :

Sep. 10 2003 08:47AM P2

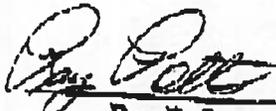
RESOLUTION

WHEREAS, The Georgia Comprehensive Solid Waste Management Act of 1990 requires all local governments in Georgia to prepare or be included in a Comprehensive Solid Waste Management Plan; and to provide a ten-year update to that plan, and

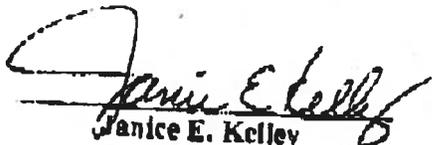
WHEREAS, Union County and City of Blairsville has held the required public hearings regarding this proposed plan update,

WHEREAS, The Department of Community Affairs has reviewed the 2004-2013 Solid Waste Management Plan for Union County and City of Blairsville and find the plan to be in compliance with the Minimum Planning Standards and Procedures for Solid Waste Management,

NOW, THEREFORE, BE IT RESOLVED, that City of Blairsville to adopt the Ten Year Solid Waste Management Plan this 21st day of August, 2005.


Ray F. Potts, Mayor

Attest:


Janice E. Kelley
City Clerk

RESOLUTION

*WHEREAS, The Georgia Comprehensive Solid Waste Management Act of 1990 requires all local governments in Georgia to prepare or be included in a Comprehensive Solid Waste Management Plan; and

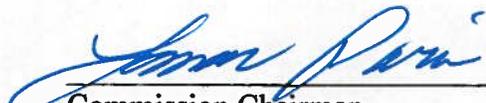
WHEREAS, Georgia's Minimum Planning Standards and Procedures for Solid Waste Management, as promulgated by the Georgia Department of Community Affairs, require local governments to update the Comprehensive Solid Waste Management Plan every ten years in order to remain in compliance with State law and be eligible to receive Solid Waste grants, loans, and permits; and,

WHEREAS, a process has resulted in a Comprehensive Solid Waste Management Plan update for Union County and its municipalities; and,

WHEREAS, minimum requirements for public participation in the development of the Plan update as mandated by the Minimum Standards has been met.

NOW, THEREFORE, BE IT RESOLVED, that Union County certifies that public participation and other requirements of the Minimum Standards have been met and the Comprehensive Solid Management Waste Plan Update covering Union County and its municipalities is hereby authorized to be submitted to the Georgia Mountains Regional Development Center for its review, comment and recommendation.

ADOPTED, this 8th day of February, 2005.



Commission Chairman



Clerk

Seal



GEORGIA DEPARTMENT OF
COMMUNITY AFFAIRS

COPY

Mike Beatty
COMMISSIONER

Sonny Perdue
GOVERNOR

October 18, 2005

Honorable Lamar Paris
Chair, Union County Commission
114 Courthouse Street, Box 1
Blairsville, Georgia 30512-4302

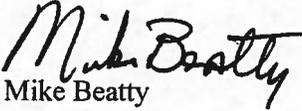
Dear Commissioner Paris:

We have received notification that Union County and the City of Blairsville have adopted the 2004 – 2013 Solid Waste Management Plan that meets the Minimum Planning Standards and Procedures for Solid Waste Management. Therefore, Union County and the City of Blairsville have regained eligibility for solid waste grants, loans, and permits.

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

We commend you for your hard work and dedication. If you have any questions regarding your solid waste management plan, please call Mary Harrington in our Office of Environmental Management at (404) 679-3144.

Sincerely,


Mike Beatty
Commissioner

MB/meh

cc: Danny Lewis, Executive Director, Georgia Mountains RDC



GEORGIA DEPARTMENT OF
COMMUNITY AFFAIRS

COPY

Mike Beatty
COMMISSIONER

Sonny Perdue
GOVERNOR

October 18, 2005

Honorable Ray Potts
Mayor, City of Blairsville
Post Office Box 307
Blairsville, Georgia 30512-0307

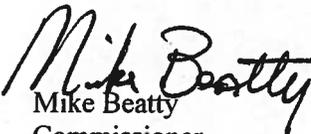
Dear Mayor Potts:

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We commend you for your hard work and dedication. If you have any questions regarding your solid waste management plan, please call Mary Harrington in our Office of Environmental Management at (404) 679-3144.

Sincerely,


Mike Beatty
Commissioner

MB/meh

cc: Danny Lewis, Executive Director, Georgia Mountains RDC



GEORGIA DEPARTMENT OF
COMMUNITY AFFAIRS **COPY**

Mike Beatty
COMMISSIONER

Sonny Perdue
GOVERNOR

April 26, 2005

W. Danny Lewis
Executive Director, Georgia Mountains RDC
Post Office Box 1720
Gainesville, Georgia 30503

Dear Danny:

Our staff has reviewed the **2004 - 2013** Solid Waste Management Plan (SWMP) for Union County and the City of Blairsville. We find the Plan to be in compliance with the Minimum Planning Standards and Procedures for Solid Waste Management.

To regain eligibility for solid waste permits, grants, and loans Union County and the city of Blairsville must adopt the Plan as soon as possible and forward a copy of the adoption resolutions to our office.

As soon as we receive notification that the County and City have adopted the 2004 SWMP, we will send official notification of their renewed eligibility to receive solid waste permits, grants, and loans.

Sincerely,

Rick Brooks, Director
Planning and Environmental Management Division

RB/meh



GEORGIA DEPARTMENT OF
COMMUNITY AFFAIRS

COPY

Mike Beatty
COMMISSIONER

Sonny Perdue
GOVERNOR

April 26, 2005

W. Danny Lewis
Executive Director, Georgia Mountains RDC
Post Office Box 1720
Gainesville, Georgia 30503

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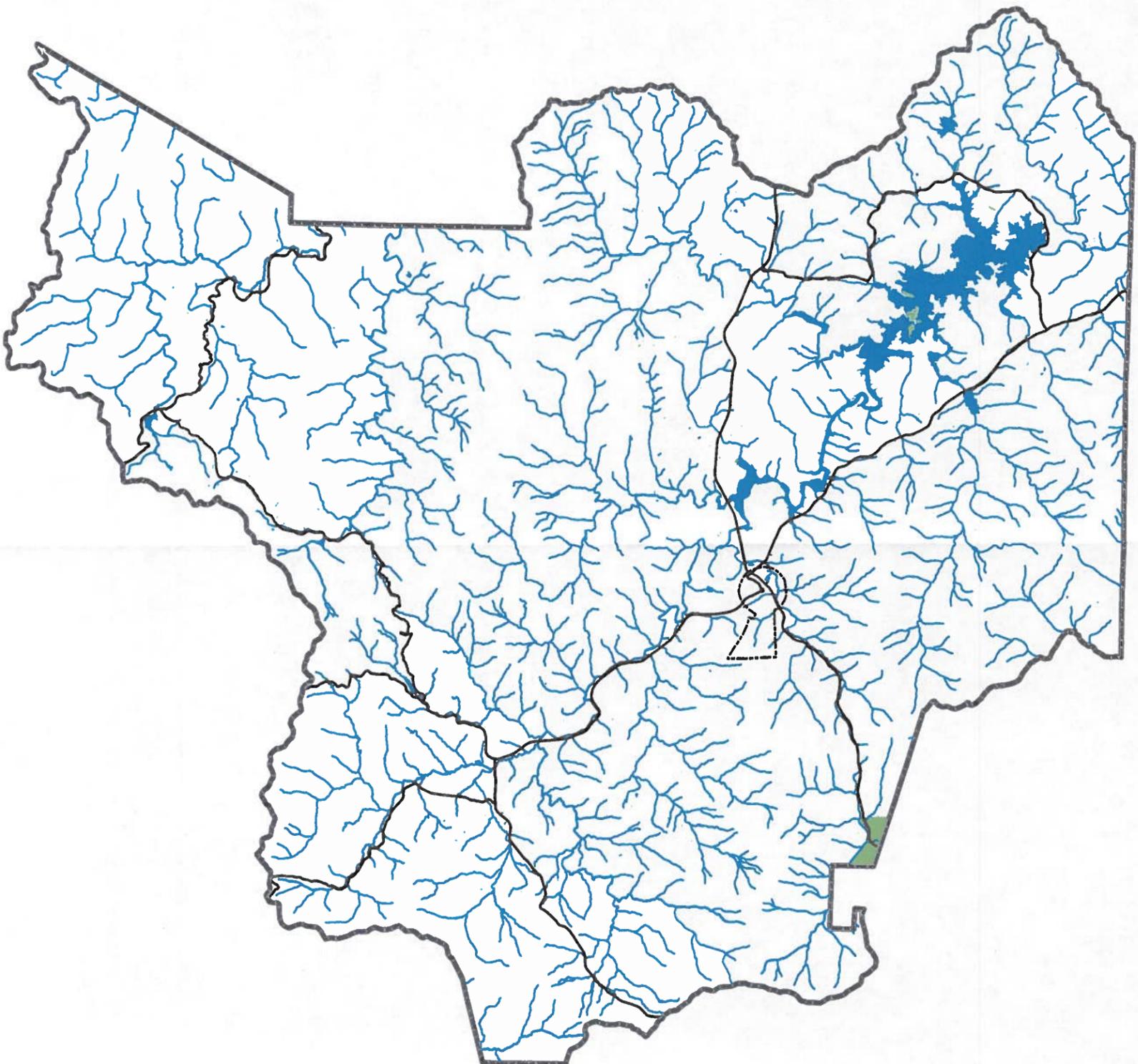
As soon as we receive notification that the County and City have adopted the 2004 SWMP, we will send official notification of their renewed eligibility to receive solid waste permits, grants, and loans.

Sincerely,

Rick Brooks, Director
Planning and Environmental Management Division

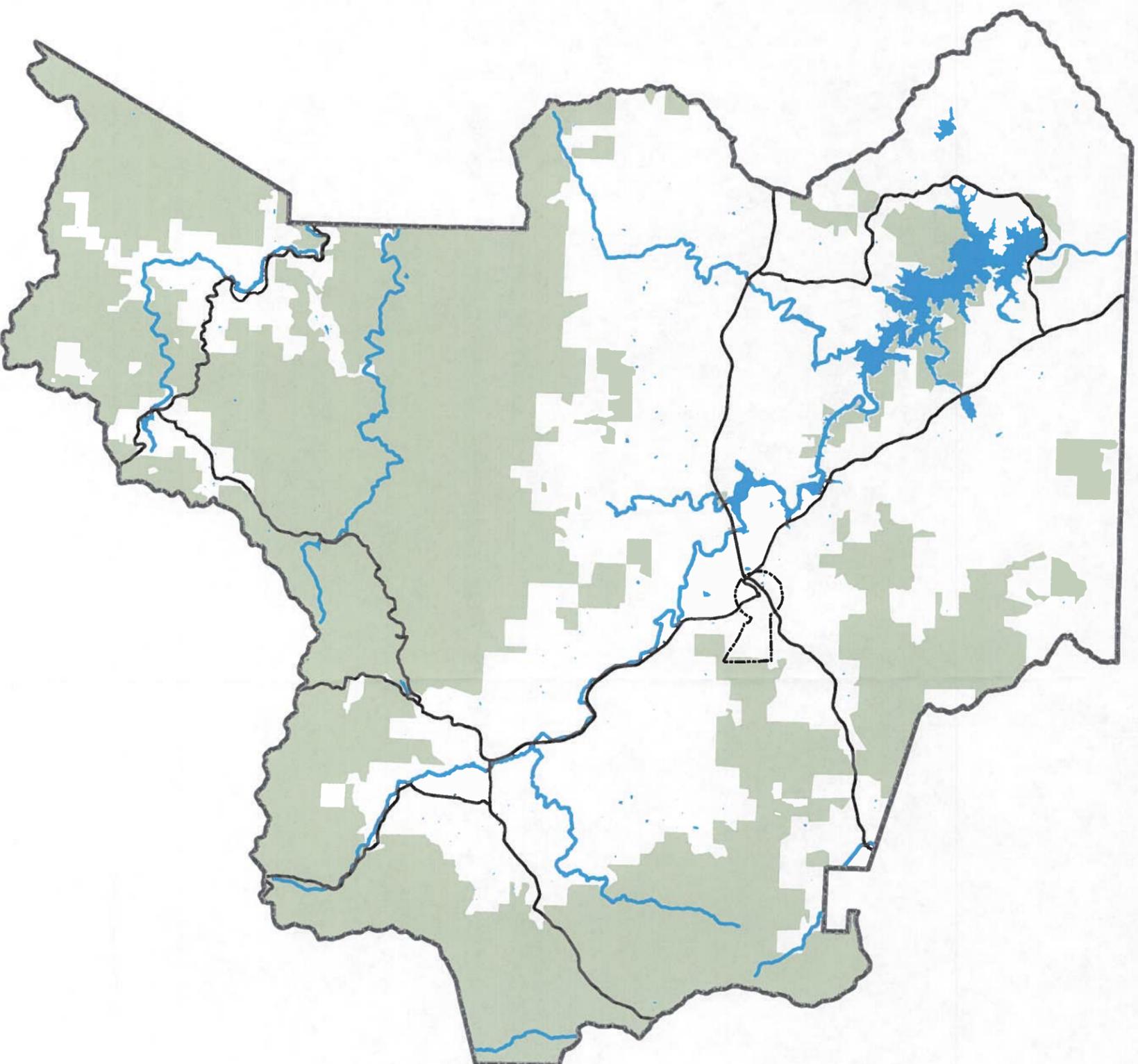
RB/meh

Wetlands



Map Produced By:
Georgia Mountains Regional Development Center
PO Box 1720
Gainesville, Georgia 30501
DKW, December 2003

Major River Systems



Map Produced By:
Georgia Mountains Regional Development Center
PO Box 1720
Gainesville, Georgia 30501
DKW, December 2003