

6.1 Description of the County

6.1.1 Background

Greene County is located on the southeastern edge of the planning area and covers approximately 406 square miles. The county has five municipalities, the largest of which is Greensboro, the county seat. The others are Siloam, Union Point, White Plains, and Woodville.

6.1.2 Population

The most recent population figures from the 2000 U.S. Census show the County population to be 14,406. Table 6-1 shows the 2000 population, by census zone. The 2000 census projected relatively slow growth for Greene County from 2000 through 2010. The 2004 population is estimated at 15,695.

**Table 6-1
Greene County and Census Zone Population**

City	Population
Greensboro CCD, Greene County, Georgia	7,261
Greshamville CCD, Greene County, Georgia	1,000
Siloam CCD, Greene County, Georgia	1,169
Union Point CCD, Greene County, Georgia	2,491
White Plains CCD, Greene County, Georgia	1,425
Woodville CCD, Greene County, Georgia	1,060
TOTAL	14,406

Source: 2000, U.S. Census

6.1.2.1 Seasonal Population Changes

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

6.1.2.2 Number of Households

The total number of households in the County planning area in 2000 was 6,653. Table 6-2 shows the number of single and multi-family households in the planning area from the 2000 U.S. Census.

**Table 6-2
Housing Units in Greene County**

Type	Amount
Single Family Housing	4,893
Multi-Family Housing	1,760
Total	6,653

Source: 2000, U.S. Census

6.1.3 Economic Activity

As identified by the Georgia Department of Labor (2002) Table 6-3 indicates for the County the number of businesses and number of employees for each sector identified by NAISC code.

**Table 6-3
Greene County Employment by NAICS Category**

GREENE COUNTY		
Industry	Number of Firms	Number of Employees
Goods Producing	90	1,579
Agriculture, forestry, & fishing	20	274
Mining	*	*
Construction	51	588
Manufacturing	18	697
Food Manufacturing	0	0
Beverage & tobacco mfg	0	0
Textile mills	*	*
Textile product mills	*	*
Apparel Manufacturing	0	0
Leather & allied product mfg		

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Industry	Number of Firms	Number of Employees
Wood product Manufacturing	*	*
Paper Manufacturing	*	*
Printing and related activities	*	*
Petroleum and coal products mfg	*	*
Chemical Manufacturing	*	*
Plastics & rubber products mfg	3	126
Nonmetallic mineral product mfg	*	*
Primary metal Manufacturing	*	*
Fabricated metal product mfg	*	*
Machinery Manufacturing	*	*
Computer & electronic product mfg	0	0
Electrical equipment/appliance	0	0
Transportation equipment	0	0
Furniture and related product mfg	3	6
Miscellaneous mfg industries	*	*
Service Producing	245	2,076
Wholesale trade	25	157
Retail trade	50	447
Transportation and warehousing	14	20
Utilities	*	*
Information	3	13
Finance and insurance	22	148
Real estate and rental and leasing	14	24
Professional, scientific/tech svcs	29	100
Management: companies/enterprises	*	*
Administrative and waste svcs	13	56
Educational services	*	*
Health care and social services	24	213
Arts, entertainment and recreation	6	125
Accommodation and food services	21	614
Other services (except government)	19	49
Unclassified - industry not assigned	9	18
Total - Private Sector	344	3,673
Total - Government	37	933
Federal government	7	46

GREENE COUNTY		
Industry	Number of Firms	Number of Employees
State government	14	94
Local government	16	794

6.2 Waste Disposal Stream Analysis

6.2.1 Inventory of Waste Disposed

Greene County estimates that approximately 10,000 tons of waste was delivered to MSW landfills in 2003. The Georgia Division of Environmental Protection reports that 1,383 tons of waste was disposed in MSW landfills from Greene County between the fourth quarter of 2002 through the third quarter of 2003. However, since this results in a less than half a pound per capita per day, Greene County has used its own estimates of 10,000 tons per waste disposed per year. Even using Greene County's data, the resulting 3.56 pounds per capita per day is lower than the State average. This is likely due to illegal disposal as well as residents use of green boxes in neighboring Taliaferro County. EPD reports that a total of 476 tons of waste was disposed in construction and demolition landfills from Greene County.

Table 6-4 shows the results of an analysis that breaks down the waste disposed from Greene County in MSW and C and D landfills by sector. A telephone survey of landfills in the State of Georgia, conducted by R.W. Beck, Inc., suggests that of the waste delivered to MSW landfills, 66.6 percent is MSW (generated by the commercial or residential sector), 12.3 percent is construction and demolition debris, 14 percent is industrial, and 7.1 percent is sludge or biosolids. These percentages were applied to the amount of waste disposed of in MSW landfills from Greene County and its municipalities.

Table 6-4
Waste Disposed by Section (4Q 2002 through 3Q 2003)
Greene County

Sector	Tons to MSW Landfill	Tons to C&D Landfill	Total Tons
Residential	3,928		3,928
Commercial	2,732		2,732
Industrial	1,400		1,400
C&D	1,230	476	1,706
Sludge/Biosolids	710		710
TOTAL	10,000	476	10,476

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

6.2.1.1 Waste Characterization

Preliminary analysis of waste characterization from the DCA sampling study shows the percentage of each type of material in the commercial and residential waste disposed of in an MSW landfill, shown in Table 6-5. These results suggest that 63 percent of the residential and commercial waste disposed of in Georgia landfills is paper or organic material. Once the waste characterization study is complete, these percentages can be revised to be more specific to the northeast Georgia region.

Table 6-5
Projected Characterization of MSW Disposed from Greene County¹

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

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Material	Average
Clear	2.0%
Green	0.5%
Amber	1.6%
Other	0.5%
Total Glass	4.6%
Steel Cans	1.9%
Aluminum Cans	1.0%
Other Ferrous	2.9%
Other Non-Ferrous	0.8%
Total Metal	6.6%
Yard Waste	1.5%
Wood (non-C&D)	2.1%
Food Waste	11.9%
Textiles	3.8%
Diapers	2.7%
Fines	3.3%
Other Organics	0.8%
Total Organics	26.0%
Drywall	0.2%
Wood	3.1%
Inerts	0.2%
Carpet	1.4%
Other C&D	1.0%
Total C&D	5.9%
Televisions	0.1%
Computers	0.1%
Other Electronics	1.3%
Tires	0.3%
HHW	0.2%
Other Inorganics	0.9%
Total Inorganics	2.8%
Total	100.0%

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

6.2.1.2 Unique Conditions and/or Seasonal Variations

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

6.2.1.3 Waste Generating Disasters

Without knowing the type and degree of an unanticipated disaster, Greene County can not project the amount or type of waste that would need to be managed. However, any additional yard trimmings that would need to be disposed would be delivered to Oconee Sand and Gravel or Greene County’s inert landfill. Any additional MSW would be delivered to one of the landfills used by Attaway Waste Services.

6.2.2 Projections of Waste to be Disposed

Table 6-6 shows waste projections based on the estimated per capita waste disposed in the most recent year for which data are available. In Greene County, .69 tons were disposed of per capita per year, .65 tons per capita per year in MSW landfills. If this per capita disposal rate were to remain the same, it is estimated that 13,053 tons per year would be disposed by the end of the planning period.

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

Estimated Per Capita Disposed	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Population	15,695	16,001	16,313	16,631	16,955	17,286	17,750	18,096	18,449	18,808
Tons	10,893	11,105	11,321	11,542	11,767	11,996	12,319	12,559	12,803	13,053

6.2.2.1 Per Capita MSW Disposal Reduction Goal

In 1991, the Northeast Georgia Regional Solid Waste Management Plan estimated that 1.23 tons per capita per year were being disposed from Greene County. Based on these numbers, the per capita disposal rate in Greene County has declined by 47 percent between 1991 and 2003. Although these are the best historical data available, it is important to recognize that tonnage data, especially from 1991 when most landfills in the State did not have scales, are estimates. Therefore, the estimate of waste reduction may not be accurate. Greene County will continue to promote waste reduction and recycling to minimize the amount of waste being disposed of from the County.

6.3 Waste Reduction Element

6.3.1 Inventory of Waste Reduction Programs

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

6.3.1.1 Source Reduction Programs

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

6.3.1.2 Recycling

Greene County has a contract with a private firm to provide a single, staffed drop-off center at the Greene County Regional Airport. The drop-off center accepts aluminum, newspaper, plastics (#1 and #2), metals, glass, corrugated cardboard, white goods, brown goods, batteries and used motor oil. The County public schools, fire stations and some charitable organizations also collect aluminum beverage cans. Tires are recycled through local tire dealers. All of the cities in Greene County rely on County programs. Union Point contracts for a roll-off container to collect brown and white goods. Tables 6-7, 6-8, and 6-9 describe the recycling programs, markets, and facilities in Greene County.

**Table 6-7
Recycling Programs in Greene County (2003)**

Type of Program	Jurisdictions	Operated by:	Materials Accepted
Staffed Drop-off Center	Greene County	Greene County	Newspaper
			Aluminum Cans
			Glass Bottles
			Plastics
			Metals
			Corrugated Cardboard
			White Goods
			Brown Goods
			Batteries
			Motor Oil
Aluminum Can Recovery	Greene County	Fire stations, public schools, charities	Aluminum cans

**Table 6-8
Businesses that Accept Recyclables from Greene County**

Name	Location	Accepts Material from:		Materials Accepted
		Geographic Area	Sector	
Alcan Roll Products	Greensboro, GA	Greene County	Commercial/Industrial	Processed recovered aluminum cans
HB& Sons	Greensboro, GA	Greene County	Residential/Commercial	Metals, Ferrous Metals, Metal Appliances, Autos, Non Ferrous Metals, Aluminum Cans
Southern Yard Products	Greensboro, GA	Greene County	Residential/Commercial	Yard trimmings, grass clippings, leaves

Source: Georgia Recycling Markets Directory

**Table 6-9
Recycling Facilities**

Facility Name	Facility Type	Owner/ Operator	Jurisdictions Served	Sectors Served	Materials Accepted
Alcan Roll Products	MRF	Alcan Roll Products	Greene County	Commercial Industrial	Aluminum cans

6.3.2 Yard Trimmings Programs and Facilities

The County contracts with a private firm to provide a container for yard trimmings at the drop-off center at the airport. The City of Greensboro provides curbside collection of yard trimmings and storm downed limbs and trees for all City residents. The collected material is mulched and hauled to city property or given to residents for use as landscaping material. Union Point also provides curbside collection of yard trimmings. Table 3-10 describes the yard trimmings programs in the County.

**Table 6-10
Yard Trimmings Programs (2003)**

Program	Owner/Operator	Jurisdictions Served	Sector Served*	Materials Accepted	Final Disposition
Drop off Program	Greene County/Private Hauler	Greene County	Residential	Yard trimmings	Mulched
Municipal curbside pick up	City of Greensboro	City of Greensboro	Residential	Yard trimmings and limbs	Mulched and made available to residents
Municipal curbside pick up	City of Union Point	City of Union Point	Residential	Yard trimmings	Mulched

6.3.2.1 Items Requiring Special Handling

Items requiring special handling are accepted at the County’s manned drop-off center at the Green County Regional Airport. Items accepted there include:

- Used motor oil;
- White goods;
- Lead acid batteries; and
- Brown goods.

Tires are recycled through individual tire dealers. Table 6-11 summarizes these programs.

**Table 6-11
Programs for Materials Requiring Special Handling (2003)**

Material	Targeted Sector(s) ¹	Management Strategy	Final Disposition of Material(s)
Used Motor Oil	R, C	Collected at staffed County drop-off center	Attaway Waste Services handles disposal
White Goods	R, C	Collected at staffed County drop-off center	Attaway Waste Services handles disposal
Lead Acid Batteries	R, C	Collected at staffed County drop-off center	Attaway Waste Services handles disposal
Brown Goods	R,C	Collected at staffed County drop-off center	Attaway Waste Services handles disposal
Tires	R	Individual dealers collect	Recycled

¹ R= Residential, I=Industrial, C=Commercial, CD= C&D
Source: Greene County Solid Waste Department

6.3.3 Assessment of Waste Reduction Programs

With its relatively small and disperse population, at-the-source collection of recyclables is not feasible throughout Greene County. The County does offer drop-off centers for residents and businesses that want to recycle. Based on the information reported in the Waste Disposal Stream Analysis, results indicate that 63 percent of the waste disposed in landfills sampled in Georgia is paper or organic waste. These results would indicate the County might want to consider stepping up efforts to promote awareness of paper recycling and organic mulching opportunities to increase diversion rates for these materials.

6.3.4 Needs and Goals

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

- Ensure that the County continues to pursue the State's 25% reduction in the amount of solid waste received at disposal facilities;
- Increase education and awareness of recycling programs and opportunities for paper and organic waste materials; and
- Sustain waste reduction programs for the next 10 years.

6.4 Collection Element

6.4.1 Inventory of Existing Collection Programs

Greene County contracts with a private hauler, Attaway Waste Services, for countywide curbside collection of residential household waste for all county residents including those living inside the city limits of Greensboro, Siloam, White Plains, Woodville, and Union Point. Collection is once per week, per household on a regular schedule. A total of 6,950 households are serviced by this contract.

Commercial and industrial waste is collected through an arrangement between the generator and a private hauler. C&D is collected by several private firms hired by the builder or developer. C&D is disposed of by the hauler.

Yard trimmings are not collected by the County but accepted at the drop-off center at the airport. Greensboro and Union Point both provide curbside collection of yard trimmings and storm downed limbs.

Union Point also provides curbside collection of brown and white goods and contracts for a roll-off container for these items. A list of the haulers operating in the County and a description of the collection programs are described in Tables 6-12 and 6-13.

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**Table 6-12
Haulers Operating in Planning Area**

Hauler Name	Hauler Address	Sector Served¹	Jurisdiction(s) Served	Arrangement²
Attaway Waste Services	131 Britt Waters Road, NW Milledgeville, GA 31061	R	Greene County	Operates under contract to Greene County and provides collection for Greensboro, Siloam, Union Point, White Plains, and Woodville.
SDS	Milledgeville, GA	C	Greene County	Businesses contract directly with the hauler.

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

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

Source: Greene County Solid Waste Department

Table 6-13
Inventory of Collection Programs

Type	Collector	Program Description	Jurisdictions Served	Sectors Served ¹	Number of Households/Businesses served, if available ²	Contractual Arrangements
Curbside Collection	Attaway Waste Services	Weekly curbside collection of garbage, recyclables.	Greene County, Greensboro, Siloam, Union Point, White Plains, Woodville	R	6,950	Hauler contract with Greene County.
Commercial Collection	Private Haulers	Collection as negotiated by businesses,	Greene County	C	N/A	Entities arrange for collection with hauler of choice.
C&D Collection	Private Haulers	Collection as negotiated by builders/ developers	Greene County	C&D	N/A	Builders & developers arrange for collection with hauler of choice.
Yard Trimmings Curbside Collection	Union Point and Greensboro	Yard Waste Collection	Union Point and Greensboro	R	N/A	The Cities provide collection.
White and Brown Goods Curbside Collection	Union Point	White & Brown Goods Collection	Union Point	R	N/A	City collects and contracts for a roll-off container.

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

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

Source: Greene County Solid Waste Department

6.4.1.1 Contingency Strategy

In the event of an emergency or natural disaster, the County would contract with additional private haulers to ensure that collection operations were not interrupted. The County estimates that it would take two to three days to implement a contingency plan.

6.4.2 Assessment of Collection Programs

Residential waste collection in the County is comprehensive, with curbside collection of solid waste available to all residents in the County. As long as private haulers are

available to collect from the commercial and industrial sector, the system of businesses contracting directly with private haulers seems to be serving their needs.

6.4.3 Inventory of Illegal Dumping/Littering

The County has experienced some problems with illegal dumping, primarily in rural areas.

6.4.4 Assessment of Programs to Address Illegal Disposal

The Sheriff's office issues tickets and fines illegal dumping offenders. The Sheriff's office will also provide speakers to civic groups or businesses to educate the public on illegal dumping.

6.4.5 Needs and Goals

Greene County's goal for collection is to ensure efficient and effective collection of solid waste in the region over the next ten years.

6.5 Disposal Element

6.5.1 Inventory of Solid Waste Disposal Facilities

There are no disposal facilities permitted in Greene County. Greene County has a contract with Attaway Waste Services for countywide pick-up and disposal of municipal solid waste. Attaway transports County waste to the Athens-Clarke County landfill near Athens. In 2003, most of the waste from Greene County was disposed of at Oak Grove landfill in Barrow County. Smaller amounts of waste were delivered to Hickory Ridge, Pine Ridge, Live Oak, and Eagle Point landfills. Construction and demolition debris was disposed of at the US-78 C&D landfill in Walton County and at the Oglethorpe County C&D landfill. Table 6-14 shows the solid waste disposal facilities that are available to Greene County for the planning period.

**Table 6-14
Inventory of Disposal Facilities and Thermal Treatment Technologies to be Used During
the Planning Period (2004 – 2013)**

Facility Name	Jurisdiction(s) Using Facility	Physical Address	Owner/ Operator	Facility Type	Types of Waste Accepted	Year Expected to Reach Capacity
Clarke County- Athens Dunlap Road	Greene County	US 78 4.5 MI E Athens	Athens- Clarke County	MSWL	MSW	7/29/2016
Oak Grove Landfill	Greene County	Off SR 324 3 mi SW of Winder	Republic Waste	MSWL	MSW	11/1/2008
Butts-Co Pine Ridge Recycling	Greene County	Baily Jester Road Griffin		MSWL	MSW	6/29/2049
BFI Hickory Ridge Landfill DeKalb County	Greene County	I-285 & Moreland Ave Atlanta, GA	BFI	MSWL	MSW	6/29/2005
Forsyth County Eagle Point Landfill	Greene County	Hightower Road Cumming, GA		MSWL	MSW	11/1/2060
US 78 Construction and Demolition Landfill	Greene County		Walton County	C&D	C&D	6/3/2049

6.5.1.1 Assurance of 10-Year Capacity

Greene County’s agreement with Attaway Waste Services, included at the end of this Section, is valid until April of 2013. This agreement should ensure that the hauler and their designated landfill have adequate capacity to accommodate Greene County’s municipal solid waste well beyond the 10-year planning period. Table 6-15 shows the County’s intention to use the Athens-Clarke County landfill for the planning period.

**Table 6-15
Disposal Capacity Assurance Summary (2004-2013)**

Greene County	Year 1 (2004)	Year 2 (2005)	Year 3 (2006)	Year 4 (2007)	Year 5 (2008)	Year 6 (2009)	Year 7 (2010)	Year 8 (2011)	Year 9 (2012)	Year 10 (2013)
Amount of Waste	10,893	11,105	11,321	11,542	11,767	11,996	12,319	12,559	12,803	13,053
Amount to Athens-Clarke County landfill ¹	10,397	10,600	10,807	11,017	11,232	11,451	11,758	11,988	12,221	12,459
Amount to Oglethorpe C&D or US-78 C&D	495	505	515	525	535	545	560	571	582	593

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

6.5.1.2 Contingency Strategy

In the event of an emergency or natural disaster, the County would contract with additional private haulers for the disposal of solid waste. The County could also potentially use county and city personnel and vehicles to transport solid waste, if necessary.

6.5.2 Assessment of Disposal

The County’s agreement with Attaway Waste Services for hauling and disposal services through 2013 requires the contractor to secure disposal for the waste collected.

6.5.3 Statement of Needs and Goals

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

6.6 Education and Public Involvement Element

6.6.1 Inventory of Education and Public Involvement

Greene County does not have many formal education and public involvement programs. County officials are available to speak at civic meetings upon request. The County also promotes scrap tire recycling and enforces illegal tire dumping. The

Cities of Greensboro and Union Point both have Keep Georgia Beautiful Programs. Table 6-16 describes the public education and involvement activities in the County.

**Table 6-16
Existing Environmental Education Initiatives**

Program/Activity	Jurisdictions Covered	Operated by	Target Audience	Number of Participants per Year	Description of Impact
Speakers Program	Greene County	Greene County	Civic Groups	All public schools and six businesses	Promotes recycling and environmental issues
Clean & Beautiful Program	Union Point and Greensboro	Union Point and Greensboro	Residents		Sponsors programs that raise awareness of environmental issues

6.6.2 Assessment of Education and Public Involvement

The County could benefit from additional public education and involvement programs related to solid waste. However, given the resources of the County and funding priorities, the County is unlikely to dedicate significant resources to this. The County could benefit from regional and state public education resources and coordination of activities through the Keep Georgia Beautiful programs in Union Point and Greensboro.

6.6.3 Statement of Needs and Goals

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

6.7 Land Limitation Element

6.7.1 Inventory of Land Areas

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

Figure 6-1 shows a map of the ten-county region with areas shaded that are considered unsuitable and of limited suitability for a solid waste disposal facility. These determinations were made based on water protection and land use criteria and host

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community concerns established by the Northeast Georgia Regional Solid Waste Management Authority. Table 6-17 identifies the criteria and whether the presence of these factors excluded a site altogether or lowered the ranking of the site for landfill suitability.

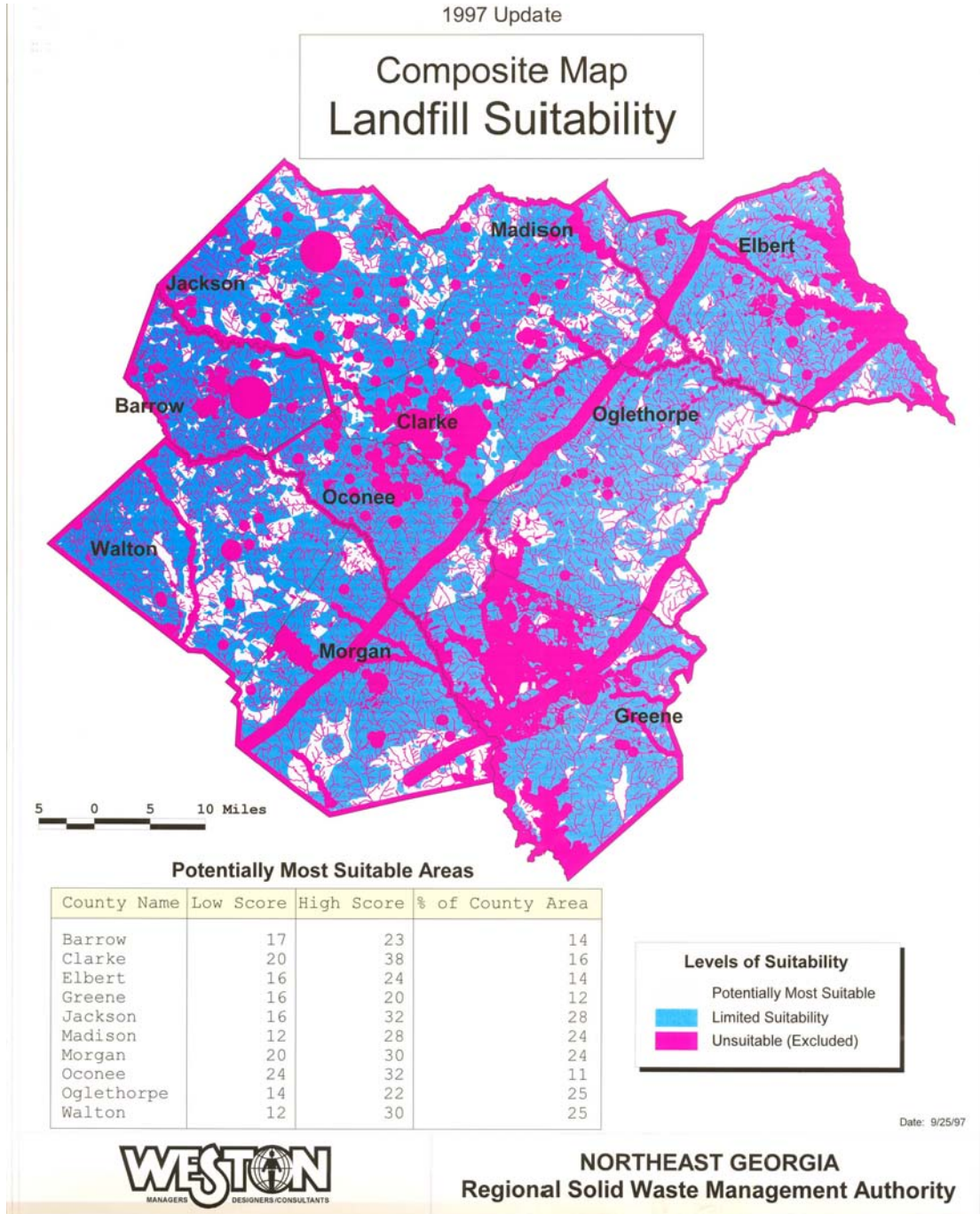


Figure 6-1

**Table 6-17
Regional Landfill Suitability Criteria**

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

Greene County also has a zoning ordinance that would limit where solid waste handling facilities could be sited in the County. This ordinance is in the process of being updated and should be finalized by October of 2004.

6.7.2 Procedures for Siting Solid Waste Facilities

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

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

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

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

6.7.3 Assessment of Land Limitation

Approximately 88 percent of the land area in Greene County is considered unsuitable or of limited suitability for siting a landfill.

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

6.7.4 Needs and Goals

The County's goal with regard to Land Limitation is to ensure that proposed solid waste handling facilities are compatible with surrounding areas, are placed in areas suitable for such developments, and are consistent with the County's Solid Waste Management Plan.

6.8 Implementation Strategies

6.8.1 Summary of County Need and Goals

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

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

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

6.8.2 Statement/Demonstration of 10-Year Collection Capability

Greene County demonstrates ten year collection capability by continuing its existing collection programs. The County will continue to contract with a private hauler for countywide curbside collection of residential household waste for all county residents including those living inside the city limits of Greensboro, Siloam, White Plains, Woodville, and Union Point. Commercial generators will continue to contract directly with private haulers.

6.8.3 Statement/Demonstration of 10-Year Disposal Capacity

Greene County's current agreement with Attaway Waste Services, which includes disposal, is valid until April of 2013. For the remaining few months of the planning period, Greene County will have a similar contract that requires the hauler to secure disposal capacity.

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

Table 6-18 indicates the five year implementation strategy to meet the County's needs and goals, by element.

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Table 6-18
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 – 2008
Greene County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
AMOUNT OF WASTE ELEMENT								
<i>Goal: To determine the amount and composition of solid waste generated in the region in order to establish a sound information base upon which to make management decisions and determine if state and local goals are met.</i>								
1. The County will use EPD's disposal capacity reports and DCA's waste characterization data to quantify the amount and type of waste disposed in the County.	x	x				County		
COLLECTION ELEMENT								
<i>Goal: To ensure efficient and effective collection of solid waste in the region over the next ten years.</i>								
1. County will continue to have MSW collected curbside by a private hauler.	x	x	x	x	x	County/Private Firm	--	Solid Waste Fund
2. City of Greensboro will provide curbside yard trimmings collection to residents.	x	x	x	x	x	City of Greensboro	Year 1-\$205K + 5% per year	User Fees
3. City of Union Point will provide curbside yard trimmings, white goods and brown goods collection to residents.	x	x	x	x	x	City of Union Point	Year 1-\$68K + 5% per year	Attaway ad valorem user fee

Table 6-18
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 – 2008
Greene County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
WASTE REDUCTION ELEMENT								
<i>Goal: To ensure a 25 percent reduction by in the amount of solid waste disposed of in the region Landfill and to sustain waste reduction programs for the next 10 years.</i>								
1. Greene County and civic groups will have periodic "recycling days" for the drop-off of recyclables from residents of the unincorporated areas and smaller cities.	x	x	x	x	x	Greene County/Civic Groups	\$10K/year	Solid Waste Fund
2. County and municipalities will encourage commercial recycling programs.	x	x	x	x	x	County/ Municipalities	\$5K/year	Solid Waste Fund
3. County will continue to contract with a private firm to collect recyclables and yard trimmings at the airport drop-off site.	x	x	x	x	x	County	\$15K/year	Solid Waste Fund
DISPOSAL ELEMENT								
<i>Goal: To ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.</i>								
1. Greene County will continue its contract with a private collector to arrange for waste disposal.	x	x	x	x	x	County/Private Firm	N/A	Solid Waste Fund
2. County will continue to strengthen its education and enforcement programs concerning illegal dumping.	x	x				County	\$10K/year	Solid Waste Fund/Donations

Section 6

Table 6-18
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 – 2008
Greene County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
3. All municipalities will cooperate with the county for disposal option.	x	x	x	x	x	Municipalities	---	---
<i>PUBLIC EDUCATION AND INVOLVEMENT ELEMENT</i>								
<i>Goal: To ensure that residents and businesses in the region understand the issues, needs, and goals of the solid waste management system.</i>								
1. County and cities will help develop and participate in a regional clearinghouse of solid waste management information.	x	x	x	x	x	County, Greensboro, Union Point	Part of \$20K, per capita	Solid Waste Fund
2. County will continue to cooperate with local civic organizations for public education activities.	x	x	x	x	x	County/Civic Organizations	---	---
3. KGB affiliates will continue to be responsible for public education programs in municipalities.	x	x	x	x	x	Union Point and Greensboro	---	---
<i>LAND LIMITATION ELEMENT</i>								
<i>Goal: To ensure that proposed solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable for such developments.</i>								
1. County will ensure sufficient land use controls are in place.	x	x	x	x	x	County	---	---
2. County will review all permits requests for new solid waste handling facilities or expansions to determine consistency with SWMP.	x	x	x	x	x	County, NEGRSWMA	---	---

* These costs are counted in Oconee and Morgan counties as well.

LETTER OF PARTICIPATION



Greene County Board of Commissioners

COMMISSIONERS:
Tim Bramlett, Chairman
R. L. "Cotton" Boswell
Titus Andrews, Sr.
Gerald Torbert
W. L. "Bud" Sanders

***113 North Main Street
3rd Floor, Suite 306
Greensboro, Georgia 30642-1134
(706) 453-7716
Fax (706) 453-9555***

COUNTY MANAGER
Byron Lombard

COUNTY CLERK
Elna Hutchinson

January 12, 2004

R. W. Beck, Inc.
c/o Kathy Botticello
800 N. Magnolia Avenue
Suite 300
Orlando, FL 32803

RE: Regional Solid Waste Management Plan Update

To Whom It May Concern:

This letter shall serve as confirmation that Greene County is participating in the multi-jurisdictional planning process being headed-up by the Northeast Georgia Regional Solid Waste Authority.

Greene County looks forward to assisting the process in every way possible and feels fortunate to have the resources, coordination, and facilitation available through the Northeast Georgia Regional Solid Waste Authority.

Feel free to contact me with any questions at 706-453-7716.

Sincerely,



Byron Lombard
County Manager



Attaway Waste Services, LLC
Commercial, Industrial & Residential Waste Collection

131 Britt Waters Road NW
Milledgeville, GA 31061

(478) 453-4435
(478) 452-2177 Fax
attawaywaste@alltel.net

November 5, 2004

Mr. Byron Lombard
Greene County Board of Commissioners
113 North Main Street
3rd Floor, Suite 306
Greensboro, Georgia 30642-1134

Dear Mr. Lombard:

This letter serves as a disposal capacity assurance for waste generated by Greene County, Georgia. Waste is hauled by Attaway Waste Services to the Macon City Landfill, Macon, Georgia. The Georgia EPD permit number for this facility is 011-017D(SL). This facility has a remaining capacity of 8.5 years.

Waste is also hauled by Attaway Waste Services to the Taylor County (Southern States Environmental Services) Landfill, Maok, Georgia. The Georgia EPD permit number for this facility is 133-003D(SL). This facility has a remaining capacity of 23 years.

This assurance is based upon Greene County, Georgia disposing of approximately seven thousand eight hundred (7,800) tons of waste on an annual basis.

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

Sincerely,

Robbie Attaway
Manager

dca

ATTAWAY WASTE SERVICES, LLC

131 Britt Waters Road
Milledgeville, GA 31061

478/453-4435
Fax# 478/452-2177

September 22, 2004

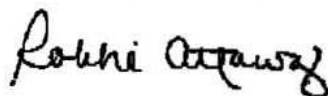
Mr. Byron Lombard
Greene County Board of Commissioners
113 North Main Street
3rd Floor, Suite 306
Greensboro, Georgia 30642-1134

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This letter serves as a disposal capacity assurance for waste generated by Greene County, Georgia. Waste is hauled by Attaway Waste Services to the Macon City Landfill, Macon, Georgia. The Georgia EPD permit number for this facility is 011-017D(SL). This facility has a remaining capacity of 8.5 years. This assurance is based upon Greene County, Georgia disposing of approximately seven thousand eight hundred (7,800) tons of waste on an annual basis.

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

Sincerely,



Robbie Attaway
Manager

**AGREEMENT FOR THE COLLECTION AND DISPOSAL OF
MUNICIPAL SOLID WASTE**

STATE OF GEORGIA

This Agreement is made and entered into this 14th day of February, 2003, by and between the Greene County Board of Commissioners and Attaway Waste Services, LLC, a Georgia corporation.

WITNESSETH

Whereas, the County, acting pursuant to the Georgia Solid Waste Management Act (O.C.G.A. § 12-8-20 et seq.) and Ga. Const., Art. IV. § 2, Para. 3, has studied its solid waste disposal needs and options to determine the best method of providing cost efficient and competent waste collection and disposal and has solicited proposals for solid waste hauling and disposal contracts from qualified vendors for providing such services in accordance with the mandates of local, state, and federal legislation; and

Whereas, Attaway Waste Services, LLC is in the business of solid waste transportation, collection, and disposal, and has submitted, a proposal to the County and has the necessary expertise, equipment, personnel, facilities, financial resources and management skills to provide a high level of service; and

Whereas, the County has the full and sole responsibility for insuring the provision of competent and cost effective waste collection and disposal services for the unincorporated areas of the county as well as the Municipalities of Greensboro, Union Point, Siloam, White Plains, and Woodville, whose respective governments have consented, and that consent is hereby attached as Appendix 1, that the County provide or be responsible for insuring such services be provided within the said municipalities; and

Whereas, the County has determined that Attaway Waste Services, LLC is a responsible provider and that its proposal is the most responsive based upon all factors considered and applicable Georgia Statutes and is well qualified to provide the solid waste management services; and

Whereas, the County has determined that the required services can best be provided by Attaway Waste Services, LLC; and

NOW THEREFORE, in consideration of the promises set forth, the parties agree as follows:

1. Term of Agreement

- 1.1 The County understands and acknowledges that it has the power to provide garbage and solid waste collection and disposal pursuant to Ga.

Const. Art. IX., § 2, Para. 3, and that the term of this Agreement is for ten (10) years beginning May 1, 2003 (the "Commencement Date") and unless otherwise provided herein, terminating on April 30, 2013.

- 1.2 The parties further understand and agree that the Agreement shall terminate absolutely and without further obligation on the part of the County 120 days after the seating of a newly elected County Commission and each succeeding newly elected County Commission throughout the life of this Agreement. This Agreement shall be automatically renewed during each of said County Commission terms unless the County or Attaway Waste Services, LLC shall, at least sixty (60) days prior to such termination date, provide Notice of Termination as provided herein.
- 1.3 Nothing herein shall prevent the County and Attaway Waste Services, LLC from otherwise extending the Agreement at any time during the Agreement by mutual written consent.

2. Definitions

- 2.1 "Brown Goods" means those items of furniture which cannot reasonably be placed in a 90 gallon rollout cart.
- 2.2 "Change in Law" means any amendment to, or promulgation of, or change in the interpretation or enforcement of any federal, state, or local statute, regulation, ordinance, levy, tax or surcharge after the date of this Agreement which affects (1) the collection of Solid Waste; (2) the transportation of Solid Waste to a sanitary landfill ("Landfill" as defined herein); or (3) the disposal of Solid Waste by the Landfill.
- 2.3 "Excluded Waste" means all items not meeting the below definition of Solid Waste.
- 2.4 "Force Majeure" means any act, event, or condition having a direct material adverse affect on SES's ability to collect, transport, or dispose of Solid Waste Or the Landfill's ability to dispose of Solid Waste, if beyond the reasonable control of the party relying on such an act as justification for not complying with this Agreement, including without limitation, acts of war, civil disorder, or a Change in Law.
- 2.5 "Hazardous Waste" means all substances defined as Hazardous Constituents in O.C.G.A. § 12-8-22, as well as Solid Waste (as defined herein) or combination of solid wastes, which because of its quantity, concentration, or physical, chemical or infectious characteristics may:
 - 2.5.1 cause or significantly contribute to any increase in mortality or an increase in serious irreversible, or

incapacitative reversible illness; or

- 2.5.2 pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.
- 2.6 “Landfill” is that landfill where Solid Waste, Yard Waste, White Goods, and Brown Goods from Greene County will be disposed. Initially this is the Clarke— Oglethorpe Landfill near Athens, Georgia. Over the period of the Agreement, other landfills may be used to minimize disposal costs, respond to Change in Laws affecting solid waste management, or other pertinent reasons. All landfills must have all necessary permits in compliance with state, federal and local government regulations. Any change from utilizing the Clarke— Oglethorpe Landfill must be approved by the County in writing.
- 2.7 “Solid Waste” means all material defined as Municipal Solid Waste in O.C.G.A. § 12-8-22 and includes other discarded material but not including (a) Hazardous Waste (as defined herein), (b) solid or dissolved materials in domestic sewage, (c) solid or dissolved material in irrigation return flows, (d) industrial discharges which are point sources subject to permits under § 402 of the Federal Water Pollution Control Acts as amended (86 STAT. 880), or (e) source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (68 STAT. 923) or (f) Special Wastes such as tires, liquids, White Goods, batteries, etc.
- 2.8 “White Goods” means all household or commercial machines or appliances.
- 2.9 “Yard Waste” means leaves, brush, grass, clippings, shrub and tree prunings, and other similar material from residential landscape development and maintenance which after September 1, 1996, must be disposed of at other than a lined or vertical expansion landfill;

3. Obligations of Attaway Waste Services, LLC

Attaway Waste Services, LLC shall collect and dispose of all Greene County Residential Solid Waste. In addition:

- 3.1 Attaway Waste Services, LLC shall provide once per week curbside collection for residential customers, using 90 gallon or larger universal rollout carts for all residences in Greene County;
- 3.2 Residential collection services shall be performed during daylight hours, but not prior to 7:00 a.m., unless other arrangements are made with the

County. Attaway Waste Services, LLC shall be excused from providing service when access to the Landfill is not possible due to a holiday or other closure which would make collection or disposal impractical;

- 3.3 Attaway Waste Services, LLC agrees that the equipment it utilizes to transport Solid Waste pursuant to this Agreement will at all times during the continuance of this Agreement be kept in good order and repair at Attaway Waste Services, LLC's expense; that such equipment will be properly licensed and registered as required by the State of Georgia; and that such equipment will be operated at Attaway Waste Services, LLC's expense by competent employees;
- 3.4 Attaway Waste Services, LLC shall ensure that the collection activities do not create litter and Attaway Waste Services, LLC will be responsible for all cleaning of debris caused by collection;
- 3.5 Attaway Waste Services, LLC shall provide household collection service for those residences in which all residents of the household are physically unable to take the rollout cart to the curbside, provided such residences do not represent more than five (5) percent of all residences for which Attaway Waste Services, LLC provides service in the County. Service for eligible residences as hereinafter defined shall be provided by Attaway Waste Services, LLC in such a manner as required to ensure collection of the waste deposited in the carts provided (hereinafter "Backdoor Collection");
- 3.6 Attaway Waste Services, LLC shall provide 90 gallon universal rollout carts and shall replace them when they are no longer serviceable due to normal wear and tear at no charge to the customer or the County. Attaway Waste Services, LLC shall maintain an adequate inventory of rollout carts in order to provide delivery to customers within 48 hours;
- 3.7 After holidays, plastic bags or bundles placed next to the rollout cart will be collected by Attaway Waste Services, LLC when the cart is full. Attaway Waste Services, LLC and customers shall handle the carts in a careful manner to avoid spillage and damage. All carts shall be returned to their proper curbside position. Attaway Waste Services, LLC shall not place carts in a position which would interfere with mail delivery or in a manner which would block or inhibit access to driveways;
- 3.8 Attaway Waste Services, LLC shall provide a monthly report of the waste collected, by volume, weight, and types, within each governmental entity;
- 3.9 Attaway Waste Services, LLC shall provide collection within 24 hours for any residence whose waste was missed during scheduled collection routes through no fault of the customer;

- 3.10 Attaway Waste Services, LLC shall provide a contact number during normal Monday through Friday business hours, excluding holidays, at which residents may request service or report problems;
- 3.11 Notwithstanding anything to the contrary herein, Attaway Waste Services, LLC shall not be required to collect or dispose of Excluded Waste. Under separate agreement Attaway Waste Services, LLC may agree to haul and dispose such items, or arrange to have such items hauled and disposed;
- 3.12 Attaway Waste Services, LLC shall not be required to accept or be responsible for Excluded Waste collected in Greene County;
- 3.13 Attaway Waste Services, LLC shall at all times during the Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage insurance, including contractual liability coverage required for compliance with Federal, state and local licensing requirements. All insurance shall be by insurers and for policy limits acceptable to the County. Before the Commencement Date of work under this Agreement, Attaway Waste Services, LLC agrees to furnish the County with a certificate proving that such insurance is in force. The certificate shall contain the following express obligation: "This is to certify the policies of insurance for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."
- For the purpose of this Agreement, Attaway Waste Services, LLC shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's compensation	Statutory
Employer's Liability	\$1,000,000 each occurrence
Bodily Injury Liability Except Automobile	\$1,000,000 each occurrence
Property Damage Liability Except Automobile	\$1,000,000 each occurrence
Automobile Bodily Injury & Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability Including Coverage for Environmental Damage during collection and transport	\$7,000,000 each occurrence

The insurance policy or policies shall name the County as an additional insured;

- 3.14 Attaway Waste Services, LLC agrees that it will comply with all laws of the federal government and the State of Georgia and the rules and regulations of the Greene County Board of Health and all other governmental agencies in the performance of this Agreement. In addition, Attaway Waste Services, LLC shall comply with all present and future ordinances which have an effect on or regulate its operations within the County;
- 3.15 Attaway Waste Services, LLC shall begin providing services on May 2, 2003, except in the City limits of Greensboro and Union Point, in which case service shall begin June 18, 2003 or as soon as it is mutually agreed each service and service should be undertaken;
- 3.16 If requested by the County to do so, Attaway Waste Services, LLC shall provide, at an additional charge, a scheduled once per month roadside collection of Brown Goods and White Goods when such collection is arranged in advance by the residence or business;
- 3.17 If requested by the County to do so, Attaway Waste Services, LLC shall provide, at an additional charge, curbside recycling of metal cans, glass containers, certain plastic, and newspaper using a 14 gallon or larger container provided by Attaway Waste Services, LLC for those residences for which it also is to provide 60 to 90 gallon carts under this Agreement;
- 3.18 Attaway Waste Services, LLC shall have the right to negotiate directly with residents, groups of residents, or entities including but not limited to, subdivisions and gated communities, to provide service more responsive to the residents' needs provided that:
- 3.18.1 Any additional cost for such service is borne solely by the residents, not the County;
- 3.18.2 Any additional cost is billed by Attaway Waste Services, LLC, not the County;
- 3.18.3 The waste so collected is no longer a responsibility of the County wherever disposed; and
- 3.18.4 The resident, group of residents, or entity signs a waiver that the County has appropriately and adequately provided household service even if that resident, group of residents, or entity has opted for a separate type of service than that provided for by the County under this Agreement.
- 3.19 Attaway Waste Services, LLC shall provide residential collection services only along those non-United States Forest Service public roads found on the Georgia Department of Transportation General Highway Map of

Greene County as periodically updated and on other roads in the County approved by the County for service by agreement of the County and Attaway Waste Services, LLC.

4. Obligations of the County

The County shall grant Attaway Waste Services, LLC the exclusive right to collect and dispose of residential Solid Waste within the unincorporated and incorporated areas of Greene County. In addition:

- 4.1 The County shall provide Attaway Waste Services, LLC directly, or indirectly through the respective municipal government or subdivision, with both mailing and street addresses or physical locations of all customers to be serviced by Attaway Waste Services, LLC. However, in the absence of such a listing, it shall be understood that service is intended to be to all residences Greene County;
- 4.2 The County shall not pass any ordinances that would be harmful to Attaway Waste Services, LLC or impair the ability of Attaway Waste Services, LLC to carry out its obligations under this Agreement, and will use every reasonable effort to influence the respective municipalities to act in a similar manner;
- 4.3 The County shall enforce present ordinances and pass others as needed that will help Attaway Waste Services, LLC in the performance of its obligations under this Agreement;
- 4.4 The County shall participate in public awareness and education initiatives regarding proposed waste management ordinances, services, and other related activities, both prior, to the services herein being initiated and from time to time as changing conditions warrant;
- 4.5 The County shall determine and then provide Attaway Waste Services, LLC the names, addresses, and locations of those households in which there are no residents physically capable of rolling a 60 to 90 gallon cart to curbside. Initially, residents currently known to be receiving “Backdoor Service” as required herein shall continue to receive such service. Nothing contained herein shall prohibit Attaway Waste Services, LLC from contesting the eligibility of those residents currently receiving such service. However, if determined by the County that the contested resident should continue with such service, Attaway Waste Services, LLC shall continue to provide such service. Attaway Waste Services, LLC shall assist the County in ensuring that only eligible residents receive “Backdoor Service”;
- 4.6 The County shall inform residents that household waste will be bagged

before being placed in the rollout cart; and

- 4.7 The County shall certify that Attaway Waste Services, LLC is operating on behalf of the County and is thereby eligible to and will dispose of that waste collected in Greene County at the Athens— Clarke County Landfill or another subtitle D Landfill if Athens—Clarke County Landfill is unavailable with which the Attaway Waste Services, LLC has an existing agreement for disposal.

5. Compensation

- 5.1 Attaway Waste Services, LLC shall receive \$7.66 per month for each residence serviced under the terms of paragraph 3.1 of this Agreement. This price shall cover all obligations of Attaway Waste Services, LLC in compliance with this Agreement.
- 5.2 In the event the County requests Attaway Waste Services, LLC to provide curbside recycling and Brown and White Goods collection, Attaway Waste Services, LLC shall receive \$3.40 per month for each residence serviced under this Agreement (paragraph 3.1).

6. Compensation Adjustments

- 6.1 After three (3) full years of service, commencing on the anniversary thereafter of the effective date of the Agreement and on each anniversary thereafter, the rate which may be charged by Attaway Waste Services, LLC shall be adjusted up or down to reflect percentage changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items) as published by the U.S. Department of Labor, Bureau of Labor Statistics. The rates shall be modified for the ensuing 12-month period in a percentage amount equal to the net percentage change of the All Items Index during the previous 12-month period. In no event shall any adjustment in the rates in any year exceed five (5%) percent of the preceding year's rate.
- 6.2 In the event of a change in the location of the landfill, imposition of additional landfill fees, a change in federal, state or local laws and regulations, or other conditions which increase Attaway Waste Services, LLC's cost of providing services hereunder, the County and Attaway Waste Services, LLC shall adjust the compensation paid to Attaway Waste Services, LLC hereunder in an amount equal to the increased cost of providing services which may include an appropriate markup or may terminate this Agreement upon 90 days written notice by either party. Attaway Waste Services, LLC will provide a detailed analysis showing its increased cost, said analysis to be verified by a qualified CPA.

7. **Billing**

Attaway Waste Services, LLC shall submit to the County a bill for the previous month's service on or about the first day of the new month, and the County shall pay Attaway Waste Services, LLC by the fifteenth (15th) day of the same month. In the event the fifteenth (15th) day of the month is a Saturday, Sunday, or holiday, the payment shall be due the following business day.

8. **Holidays**

- 8.1 Attaway Waste Services, LLC shall observe holidays as mutually agreed to by the County. The following shall be holidays for purposes of this Agreement: New Year's Day, Labor Day, Thanksgiving Day, Memorial Day, Martin Luther King Day, Independence Day and Christmas Day.
- 8.2 Attaway Waste Services, LLC may decide to observe any or all of the above mentioned holidays by the suspension of collection services on the holiday and shall be obligated to reschedule in a timely manner the collections which would have otherwise been made at said times.

9. **Assignment**

Other than by operations of law, Attaway Waste Services, LLC shall not assign this Agreement or any right accruing under the Agreement, in whole or in part, without the express written consent of the County, which consent shall not be unreasonably withheld. In event of an assignment, the assignee shall assume all responsibilities under this Agreement and liabilities of Attaway Waste Services, LLC in writing.

11. **Relationship of Parties**

- 11.1 Attaway Waste Services, LLC is an independent contractor under this Agreement and nothing in this Agreement shall be construed to create the relationship of employer and employee between the County and Attaway Waste Services, LLC or any of its subcontractors.
- 11.2 In order to be as cost efficient as possible, Attaway Waste Services, LLC may hire, contract or lease the services and/or equipment of third parties, either individuals and companies. Should this occur, Attaway Waste Services, LLC shall remain fully responsible for compliance with the terms of this Agreement. However, prior written approval from the County must be obtained if the actual collection and disposal services herein are to be subcontracted to a person or entity other than Attaway Waste Services, LLC.

12. **Obligations During Force Majeure**

- 12.1 Each party shall be relieved of its obligations during Force Majeure as defined herein, when acts of God, war or public enemy, civil commotion, riot or insurrection, governmental interference, or any other event or condition beyond the control of the parties, rendering the parties' performance substantially impossible. During an act of Force Majeure, compensation shall be reduced reflecting the change and the parties shall resume performance as expeditiously as possible.
- 12.2 During an act or event of Force Majeure, the party affected shall give oral notice to the other party to this Agreement as soon as reasonably practicable. The party affected shall deliver written notice to the other party within forty-eight (48) hours after oral notice. Written notice shall fully describe the nature, extent, and effect of the act or event of Force Majeure.

13. **Termination of Agreement**

- 13.1 This Agreement shall be terminated by mutual consent of the parties thirty (30) days after a written agreement to terminate.
- 13.2 In the event of a breach by Attaway Waste Services, LLC of its obligations under this agreement, the County may give written notice of the breach and demand its correction, if within 10 days of this notice of the breach, Attaway Waste Services, LLC does not either correct the condition or reach a mutually agreeable schedule for correction with the County, the County may then correct the breach and deduct the reasonable costs for the correction from any amount owed to Attaway Waste Services, LLC, and may temporarily utilize other solid waste companies if necessary at the expense of Attaway Waste Services, LLC. If Attaway Waste Services, LLC reasonably feels it cannot cure the breach within the 10 day period, or the agreed upon time if longer, it may request additional time in which to correct the breach. The County may, at its sole discretion, grant the requested extension of time. Absent such extension, this Agreement shall terminate on the 20th day after a written notice of termination is received by Attaway Waste Services, LLC. The County may take over the waste disposal service and enforce this Agreement against Attaway Waste Services, LLC. In such a case, Attaway Waste Services, LLC shall be liable, for a period of 90 days or until a new waste disposal agreement is effective, whichever is less, for any excess cost the County incurs greater than what it would have paid Attaway Waste Services, LLC under this Agreement.
- 13.3 The County's remedy of early termination described in § 13.2 shall be in addition to all other rights and remedies which the County may have against Attaway Waste Services, LLC for breach of contract or otherwise.

13.4 In the event one of the municipalities or subdivisions in Greene County withdraws or is granted the right to withdraw from its agreement for solid waste services with the County and the affect of such withdrawal would increase the costs incurred by Attaway Waste Services, LLC and it's ability to provide the services herein at the stated rate, by Attaway Waste Services, LLC giving the County ninety (90) days written notice, this agreement may be terminated. In such event:

13.4.1 Prior to termination, the County shall by written notice first request Attaway Waste Services, LLC to negotiate the compensation rate paid Attaway Waste Services, LLC under this Agreement. If a mutually acceptable agreement can be reached within 90 days of notice, the amended Agreement will remain in effect. If an agreement cannot be reached in 90 days from notice, Attaway Waste Services, LLC can then terminate the Agreement.

14. Notices, Documents and Consents

All written notices required or authorized pursuant to this Agreement shall be served personally or sent by registered or certified mail to:

Contractor: Attaway Waste Services, LLC
131 Britt Waters Road, NW
P.O. Box 427
Milledgeville, GA 31061

County: Greene County Board of Commissioners
113 North Main Street, Suite 306
Greensboro, Georgia 30642

15. Indemnification and Limitation of Liability by Attaway Waste Services, LLC

15.1 Attaway Waste Services, LLC shall indemnify, save harmless, and defend the County from .and against any and all liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including the cost of defense, settlement, and reasonable attorney's fees), which the County may incur or pay as a result of death, bodily injuries, or property damage caused by Attaway Waste Services, LLC's breach of any provision of this Agreement or by any other act or omission of Attaway Waste Services, LLC, its employees, or subcontractors in the performance of this Agreement.

15.2 County shall indemnify, save harmless and defend Attaway Waste Services, LLC from and against any and all liabilities, claims, penalties,

forfeitures, suits, and the cost and expenses incident thereto (including the cost of defense, settlement and reasonable attorney's fees), which Attaway Waste Services, LLC may hereafter incur or pay out as a result of death or bodily injuries to any person, or destruction or damage to any property, caused by the County's breach of any term or provision of this Agreement.

16. **Governing Laws**

The Agreement shall be governed by and constructed in accordance with the laws of the State of Georgia.

17. **Representations and Warranties**

Each party represents and warrants that this Agreement has been duly authorized and executed and constitutes the binding obligation of such party.

18. **Amendments**

The Agreement shall constitute the entire agreement of the parties regarding the subject matter hereof and may be amended or modified only by written agreement signed by the two parties.

19. **Nondiscrimination**

Attaway Waste Services, LLC shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

20. **Licenses and Taxes**

Attaway Waste Services, LLC and the County shall obtain all required licenses and permits for performance of their obligations herein (other than the license and permit granted by the Agreement) and promptly pay all taxes required.

21. **Representation by Attaway Waste Services, LLC**

There is no action, suit, or proceeding at law or in equity before or by any court or governmental entity pending or threatened against Attaway Waste Services, LLC in which an unfavorable decision would adversely affect the performance by Attaway Waste Services, LLC of its obligations under the Agreement or the validity or enforceability of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first mentioned above.

Greene County Board of Commissioners

Tim Bramlett, Chairman

ATTEST:

Elna Hutchinson, County Clerk

Attaway Waste Services, LLC

Robbie Attaway, President

ATTEST:

Donna C. Attaway, Vice-President