# COUNTY AGENDA REQUEST

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| Department: | Solid Waste | Presenter(s): | Vanessa Birrell |
| Meeting Date: | Wednesday, September 7, 2011 | Type of Request: | Consent |

Wording for the Agenda:

Consideration of staff's recommendation to grant two five-year renewal terms to Waste Management as allowed in the current Transfer Station Operating Agreement.

Background/History/Details:

On February 28, 2002, Fayette County and Waste Management entered into the current- albeit expiring- Transfer Station Operation Agreement. The term of this lease agreement was for ten years. The agreement allowed for Waste Management to be 'granted two (2) optional five (5)-year renewal terms to begin immediately at the end of the original term'.

As with the initial agreement period, Waste Management will make improvements to the Transfer Stations by installing a water-line and sprinkler system. The water-line will extend from 1st Manassas Mile Road to the transfer station building and yard-waste area for fire-prevention purposes. In addition, Waste Management will install a sprinkler / fire alarm system inside the Transfer Station building. The estimated costs for these improvements are $165,000.

Should Fayette County grant the two five-year renewal options a stipulated, the County's current Transfer Station Operation Agreement would be extended until February 28, 2022.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to award two award two five-year renewal options to Waste Management as provided in the Transfer Station Operating Agreement, to authorize Waste Management to make specified improvements to the Transfer Station, and authorization for the Chairman to sign the renewal agreements after review and approval by the County Attorney.

If this item requires funding, please describe:

Not Applicable.

| | | | |
|---|---|---|---|
| Has this request been considered within the past two years? | No | If so, when? | |
| Is Audio-Visual Equipment Required for this Request? | No | Backup Provided with Request? | Yes |

## STAFF USE ONLY

| | | | |
|---|---|---|---|
| Approved by Finance | Not Applicable | Reviewed by Legal | |
| Approved by Purchasing | Not Applicable | County Clerk's Approval | Yes |
| Administrator's Approval | Yes | | |

Staff Notes:

WASTE MANAGEMENT

WASTE MANAGEMENT
1571 Burks Dr.
Lake City, GA 30260

August 08, 2011

Vanessa Birrell, Director
Fayette County Stormwater Management
140 Stonewall Avenue West, Suite 203
Fayetteville, Ga. 30214

RECEIVED
AUG 25 2011
Fayette County
Stormwater Managemen

RE: Transfer Station Operations Agreement

Dear Ms Birrell:

This letter serves as written confirmation to exercise the two five-year renewal options and extend the current transfer station operation agreement with Fayette County as allowed in Section II (Term and Effect) of the original contract dated February 28, 2002. This extends our agreement with Fayette County through February 28th, 2022.

Waste Management is committed to providing Fayette County residents uninterrupted service and the highest degree of safety while at the transfer station. Waste Management shall make improvements to the transfer station in the amount of at least $165, 000 to install a six-inch water line from 1st Manassas Mile Road to the Transfer Station building and, additionally, on the back side for water access to the yard waste area for fire-prevention. Waste Management shall also install a sprinkler/fire alarm system in the Transfer Station building. This work is scheduled to be performed within WM's 2012 budget cycle.

We look forward to the opportunity to further our relationship with the county for years to come. Please contact me at (404) 675-4055 should you have any questions or need additional information.

Sincerely,

Chris Pulliam
Public Sector Manager

# TRANSFER STATION OPERATIONS AGREEMENT

This Agreement ("Agreement") is made this 28 day of February, 2002, by Fayette County, a political subdivision of the State of Georgia acting by and through its Board of Commissioners (the "County"), and Georgia Waste Systems, Inc. ("Operator"), collectively referred to as the "Parties."

WHEREAS, the County desires to identify an Operator with the requisite experience and ability to perform all those functions necessary to successfully operate the Fayette County Transfer Station located at 221 First Manassas Mile Road in Fayetteville, Georgia ("Transfer Station", also sometimes referred to as the "Facility" with the entire premises sometimes referred to as the "Facility Site"); and

WHEREAS, Operator represents to the County that it has sufficient experience and ability to perform all those functions necessary to successfully operate the Transfer Station.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

## I. Definitions

The Georgia Rules for Solid Waste Management (Chapter 391-3-4-01 et seq.) are hereby referenced for definitions of solid waste words or phrases not included in these definitions. The following words and phrases as used in this Agreement shall have the following meaning:

"Construction and Demolition Waste" – means building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings, and other structures.

"Environmental Law" – means all applicable laws, directives, rules, ordinances, codes, guidelines, regulations, governmental, administrative or judicial orders or decrees or other legal requirements of any kind, including common law, whether currently in existence or hereafter promulgated, enacted, adopted or amended, relating to safety, preservation or protection of human health and the environment (including ambient air, surface water, groundwater, land, or subsurface strata) and/or relating to the handling, treatment, transportation or disposal of waste, including, without limitation, any matters related to releases and threatened releases of materials and substances.

"Environmental Losses" – means any and all fines, penalties, costs, liabilities, damages, losses or expenses (including without limitation, sampling, monitoring or remediation costs, reasonable legal, consultants' or engineering fees and disbursements, costs of defense and interest expenses) for which Operator could be liable pursuant to any Environmental Law.

"Hazardous Waste" – means any solid waste, which has been defined as a hazardous waste in regulations promulgated by the State of Georgia Board of Natural Resources, Chapter 391-3-11. In addition, the term includes all petroleum and oil products.

"Medical Waste" – means isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes and potentially contaminated laboratory wastes, dialysis wastes, and such additional medical items as prescribed by the Administrator of the U. S. EPA by regulation.

"Municipal Solid Waste" – means any solid waste derived from single family and multifamily residences, hotels and motels, bunkhouses, campgrounds, picnic grounds, day use recreation areas, and other commercial establishments, including garbage, and trash. The term includes Construction and Demolition Waste and Yard Trimmings, but does not include solid waste from mining, agricultural, or silvicultural operations or industrial processes or operations.

"Recyclable Materials" – means those materials that may have a current use, reuse, or recycling potential, which can be used, reused, or recycled and which have been diverted or removed from the Municipal Solid Waste stream for sale, use, reuse or recycling, whether or not requiring subsequent separation and processing.

"Yard Trimmings" – means segregated plant and tree clippings and prunings; grass clippings; leaves; and other discarded greenwaste from parks, yards, gardens, and other vegetated areas.

## II. TERM AND EFFECT

1. **Term**. The term of this Agreement Lease shall be ten (10) years to begin on the date first above written. Operator shall be granted two (2) optional five (5)-year renewal terms to begin immediately at the end of the original term.

2. **Environmental Issues**. Operator shall be responsible for any and all environmental problems at the Transfer Station that occur as a result of acts or omissions of Operator during the term of this Agreement or the term of any extension to this Agreement. This shall include but not be limited to fines, penalties, cost of correction, damages and legal fees.

## III. TRANSFER STATION OPERATIONS

1. **Lease**. County shall lease to Operator the fifteen-acre parcel of property consisting of the Transfer Station, located at 221 First Manassas Mile Road in Fayetteville, Georgia.

2. **Improvements**. Operator shall make improvements to the transfer station, entrance road, and public citizen drop off area, for a cost not to exceed $200,000, with said cost to be borne solely by the Operator, with said improvements approved by the County before being undertaken with said approval not to be unreasonably withheld. Should this Agreement not be in

effect for the full ten (10) years from the date of commencement due to some action or lack thereof by the County, the County, in recognition of the substantial contribution by Operator, shall allow the Operator to recoup a percentage of its investment on the following basis:

Agreement terminates due to some action or lack thereof by the County:

| *Time Frame* | *Percentage Recouped* |
|---|---|
| Before the end of the first year | 90% |
| After year 1, prior to end of year 2 | 80% |
| After year 2, prior to end of year 3 | 70% |
| After year 3, prior to end of year 4 | 60% |
| After year 4, prior to end of year 5 | 50% |
| After year 5, prior to end of year 6 | 40% |
| After year 6, prior to end of year 7 | 30% |
| After year 7, prior to end of year 8 | 20% |
| After year 8, prior to end of year 9 | 10% |
| After year 9 | 0% |

3. **Operating Conditions**. Operator agrees to provide or arrange for equipment, material and personnel sufficient to accept and process Municipal Solid Waste at the Transfer Station and transport such waste to its ultimate disposal destination. The Transfer Station shall be open for commercial and municipal vehicles from 6:00 a.m. to 6:00 p.m. Monday through Friday and closed on Saturday and Sunday. Operator may, in its discretion, open the Transfer Station on Saturdays from 6:00 a.m. until noon. The Transfer Station shall be open to the public from 6:00 a.m. to 6:00 p.m. Monday through Friday and a separate drop center will be manned on Saturdays from 7:00 a.m. to 4:00 p.m. The Transfer Station shall be closed on the following holidays: New Year's Day, July 4th, Thanksgiving, and Christmas Day. Operator's activities at the Transfer Station which are required by the terms and conditions of this Agreement must be concluded no later than two (2) hours after the Facility has been closed to the public on any given day. Operator shall provide to the County on a monthly basis, a report showing, at a minimum, the number of trucks with their respective weights, depositing Municipal Solid Waste at the transfer station; and the number of trucks, with their respective weights, transporting Municipal Solid Waste off-site with the appropriate destination provided.

4. During the term of this Agreement, Operator shall maintain at its own expense, the leased Facility equipment, tipping floor, structures, building exterior, and other facilities on the Facility Site in good working order and in an aesthetic, neat, and orderly condition. Upon termination of this Agreement, the Facility and Facility Site shall be returned to the County in a condition comparable to the condition existing at the commencement of this Agreement, normal wear and tear excepted. Operator shall adequately maintain all capital improvements approved and paid for by the County as shown on Attachment #1 during the term of this Agreement. Any other capital improvements approved and paid for by the County shall also be adequately maintained during the term of the Agreement subject to prior approval of the Operator, with such approval not to be unreasonably withheld. Attachment #1 shall consist of Sheet C-1.0 and Sheet C-2.0 dated February 16, 2001 prepared by HDR/W.L. Jordan for Fayette County. Attachment #1 is on file in the Fayette County Engineering Department. Operator will also be responsible

for maintenance of the Facility Site, including but not limited to, minimizing vectors, cleaning up of litter and debris, and maintaining the landscaping and the interior access roads. Operator is responsible for the clean up of any debris on adjacent properties that originates from the Transfer Station. Operator shall establish a routine, preventative maintenance schedule for all equipment that meets or exceeds the manufacturer's recommendations. The Operator shall have sufficient spare parts and supplies stored at the Facility to maintain Facility operations. The Operator shall maintain the safety of the Facility at a level consistent with normal industrial and material-handling practices applicable to a facility of this type.

5. **Permits**. The County currently holds the permit for the Transfer Station. The Operator, however, shall be responsible for securing, maintaining and updating any and all permits necessary to the operation of the Transfer Station. The County shall lend its full cooperation toward this effort.

6. **Acceptance of Waste**. Operator shall accept Municipal Solid Waste that is brought tot he Transfer Station for management by private individuals who are county residents, county haulers, and commercial haulers.

7. **Unacceptable Waste**. Operator shall not accept Hazardous Waste, Medical Waste, asbestos-containing waste, or other forms of waste not currently permitted for the Transfer Station.

8. **Weighing of Loads**. Operator shall weigh all loads delivered to the Transfer Station, and all loads which leave the Transfer Station for an out-of-county destination.

9. **Tipping Fee**. Operator shall be paid a tipping fee per ton of Municipal Solid Waste accepted at the Transfer Station. So long as an operating transfer station exists in Fayette County in addition to the Transfer Station with said additional transfer station being owned and operated by an entity other than the Operator, with Operator having no interest in the additional transfer station, financial or otherwise, Operator may set the tipping fee at whatever level the market will bear. In the event that an additional operating transfer station ceases to exist within the geographical limits of Fayette County for the purpose of accepting Municipal Solid Waste, Operator agrees to cap the tipping fee at that rate in place 30 days prior to the date the additional operating transfer station ceases to exist for the purpose of accepting Municipal Solid Waste, subject to subparagraph b. below.

Rates for Residential customers at the Transfer Station shall be listed on a schedule approved by the County and kept on file in the Scale House at the Transfer Station Site and in the County Engineering Department.

a. The tipping fee shall be charged to all users on a uniform basis. The Operator may offer discounted fees based on the volume of waste delivered. Any volume discounts will also be offered on a uniform basis.

b. Adjustment to Tipping Fees. In the event the circumstances in Paragraph 9, above, occur thereby placing a cap on the tipping fee, Operator may receive adjustments

to the tipping fee consistent with this subparagraph b. The tipping fee shall be adjusted no more than once annually during the term of this Agreement, commencing on the first anniversary of this Agreement, by 70% of the percentage increase, if any, in the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor, All Items, for Urban Wage Earners (the "CPI-U"). In determining the percentage change, the base period shall at all times be the CPI-U as of the date of this Agreement. In the event the CPI-U ceases to be available, the Parties shall use the most closely comparable index then available. In addition to the foregoing, Operator may request an increase in the tipping fee from time to time and at any time to enable it to pass through the cost of increases in its operating expenses, capital costs, or taxes caused by a change in any applicable laws, rules, or regulations. In order to be eligible for approval of such an increase, the Operator must provide substantiation of any increases in costs related to these circumstances. The County shall not unreasonably withhold its approval of such an increase.

Additionally, in the event a cap has been placed upon the tipping fee and Operator is unable to dispose of the transfer station waste at Live Oak Landfill due to its closure, Operator may increase the tipping fee at the Transfer Station by no more than $3.50 per ton to cover its increased costs of transportation to an alternate facility. In the event the County determines that the new rate to be charged by Waste Management is not competitive, the County may terminate this Agreement within thirty (30) days of such rate change without incurring the responsibility of reimbursing Operator for its facility investment as set forth in Section III. 2. herein.

c. Audit of Tipping Fees. The County shall perform an audit of the weight records at least annually. Operator shall provide the County with reasonable access to information necessary for the performance of an audit.

10. **Host Fee**. Operator shall pay County a host fee for every ton of Municipal Solid Waste accepted at the Transfer Station during the term of this Agreement. The Host Fee shall be paid on the following schedule: The Host Fee shall be assessed based upon the number of tons of waste received at the Transfer Station on a daily basis. The Host Fee shall be $1.00 per ton for every ton of waste received on a daily basis up to 200 tons. The Host Fee shall be $1.50 per ton for every ton of waste received on a daily basis greater than 200 tons, but less than 301 tons. The Host Fee shall be $2.00 per ton for every ton of waste received on a daily basis greater than 300 tons.

11. **Reporting Requirements**. The Operator shall provide the following monthly reports, at a minimum, to the County.

a. Amount and disposition of Acceptable Waste delivered to the Facility and the amount of Host Fees payable to the County.

b. Type, and weight of Recyclables handled and an explanation for any materials rejected or un-marketed.

c. Any Facility damages and repairs in the preceding reporting period including insurance recoveries, if any.

d. Copies of all operational reports delivered to state agencies and regulatory authorities.

## IV. RECYCLABLES

1. **Containers**. Operator shall equip the Transfer Station with all necessary containers (either roll off or front load) for the collection of Recyclable Materials. As of the commencement of this Agreement, the County is recycling the following items: Newspapers, Magazines and Telephone Books; Corrugated Paper; Metal Cans – food cans and aluminum drink cans; Glass – green, brown, and clear; Plastic; and scrap metal. This list may be adjusted by agreement of the Parties. Operator shall maintain such containers. Operator shall regularly police the area around the containers in order to maintain the Facility premises in a reasonably clean condition and allow adequate access to the containers.

2. **Transportation to Recycling Processors**. When the containers that collect the Recyclable Materials are filled to capacity, Operator shall transport the Recyclable Materials to recycling processors. Operator shall be responsible for obtaining all necessary federal, state and local permits to transport Recyclable Materials to recycling processors. The Operator shall maintain all collection and transport vehicles in such a way as to prevent the Recyclable Materials from escaping from the vehicles during transport.

3. **Documentation of Revenues**. Operator shall document all tonnages generated by the collection of Recyclable Materials and shall furnish monthly reports of said tonnages to the County. Revenues generated by the collection of Recyclable Materials are the property of the Operator.

## V. YARD TRIMMINGS

1. **County's Responsibility**. The County shall be responsible for managing the Yard Trimmings Facility located at the Landfill and for obtaining and maintaining any applicable permits. The County shall provide and/or arrange for equipment, material and personnel sufficient to process the Yard Trimmings.

2. **Operator's Responsibility**. Operator shall be responsible for weighing all vehicles containing Yard Trimmings, collecting the County's tonnage fees, maintaining an accounting of these fees, and remitting same to the County each month.

## VI. WASTE DISPOSAL

1. **Transfer Trailer**. Operator shall provide transfer equipment suitable for loading and transportation of Municipal Solid Waste for ultimate disposal. Each time that the transfer trailer is filled to capacity, Operator shall transport and deliver the Municipal Solid Waste to a disposal site as provided in paragraph 2. of this section. Operator shall return the transfer trailer to the Transfer Station in an empty condition. At no time shall Municipal Solid Waste be left outside the building after 7:00 p.m., except in the event of a force majeure. In the event that Operator allows Municipal Solid Waste to remain outside the building, the County shall notify the Operator immediately upon the County's discovery that Municipal Solid Waste has been left outside the transfer building. Notwithstanding anything herein to the contrary, Operator may have from three (3) to five (5) trailers on the premises of the Transfer Station Site at any given time, during or after hours of operation. For the purposes of the notification requirement of Municipal Solid Waste left outside of the transfer building, Municipal Solid Waste in a trailer shall not be considered as Municipal Solid Waste left outside the transfer building. Upon receipt of notification, Operator shall have one business day to remedy the situation prior to being subjected to performance penalties, except in the event of a force majeure. If, after 24 hours, the waste remains outside the building the Operator will be subject to a $500 penalty for each day the violation continues.

2. **Disposal Site**. Operator shall dispose of all Municipal Solid Waste accepted at the Transfer Station in compliance with all laws, including but not limited to Environmental Laws. Operator has designated the Live Oak Landfill located in Conley, Georgia, as its initial disposal site. Operator warrants that the Live Oak Landfill is a lined landfill as that term is generally understood in the industry. Inasmuch, however, as Live Oak Landfill currently has less than ten years of site life, Operator may use such other lined landfills as have been approved and permitted by the State of Georgia or the State of Alabama. Operator shall notify County of any landfill it uses for the disposal of Municipal Solid Waste and shall provide County with appropriate documentation evidencing that such landfill has been permitted, licensed and is approved by the appropriate state agency. Additionally, Operator shall obtain a valid and binding contract with the Pine Bluff Landfill located in Ball Ground, Georgia to ensure the County has adequate landfill space available for at least ten (10) years. Said contract shall be assignable to the County in the event Operator fails to perform under its contract with the County. Operator shall further furnish documentation stating the planned life of the Pine Bluff Landfill. During January and July of each year throughout the term of this Agreement, Operator shall report to the County any changes, actual or anticipated, that may materially affect the planned life of the Pine Bluff Landfill, or any other landfill being utilized by the Operator, including but not limited to changes in the space committed to Operator for disposal of waste pursuant to this Agreement.

## VII. COMPLIANCE WITH LAWS, DEFAULT, REMEDIES, AND INDEMNIFICATION

1. **Operator's Compliance with Laws.** Throughout the term of this Agreement, Operator shall comply with all federal, state and local laws, regulations, ordinances, and applicable permits and licenses, including but not limited to Environmental Laws, when operating the Transfer Station, when transporting Municipal Solid Waste to the appropriate disposal site, and when transporting Recyclable Materials to recycling processors at the Landfill. Operator shall assist the County with any open records requests pertaining to the Landfill (a "Request"). Operator agrees to provide a contact person who will be available to the County to respond to any Request. Operator and the County acknowledge that Operator is aware of the time sensitive nature governing any response to a Request (three (3) business days from receipt). Operator has identified Dale Courtney, or any designee identified by Mr. Courtney, as the initial contact person who will assist the County with responses to any Requests directed to the County. Dale Courtney shall respond to the County within one (1) business day of initial contact by the County regarding a Request. In the event Dale Courtney is not available, Operator shall have an alternate person in place to assist the County. Operator represents that assistance will be supplied to the County in responding to Requests by calling Operator at (404) 361-1182.

2. **Inspection.** The County shall have a right to inspect the Transfer Station and Landfill at all times that the Transfer Station is open to the public. Copies of permits and correspondence to agencies shall be maintained at the Facility.

3. **The County's Compliance with Laws.** Throughout the terms of this Agreement, the County agrees to operate the Yard Trimmings Facility in compliance with all federal, state and local laws, regulations, ordinances, and applicable permits and licenses, including but not limited to Environmental Laws.

4. **Indemnification by the County.** The County agrees to indemnify and hold harmless the Operator and its subsidiaries and affiliates, and their respective directors, officers, agents and employees from and against any and all liabilities, loses, damages, costs, expenses and disbursements, including reasonable legal fees and expenses, arising out of any claim or loss caused by (i) the County's material failure to perform or observe any term, provision, or requirement of this Agreement; (ii) the County's violation of Environmental Laws; and (iii) Environmental Losses caused by the County's act or omission.

5. **Indemnification by Operator.** The Operator agrees to indemnify and hold harmless the County, its Board of Commissioners, agents and employees from and against any and all liabilities, losses, damages, costs, expenses and disbursements, including reasonable legal fees and expenses, arising out of any claim or loss caused by (i) Operator's material failure to perform or observe any term, provision or requirement of this Agreement; (ii) Operator's violation of Environmental Laws; and (iii) Environmental Losses caused by Operator's act or omission.

## VIII. FINANCIAL ASSURANCE

1. **Performance Bond**. Upon the effective date of this Agreement, the Operator shall furnish the County a faithful performance bond running to the County with good and sufficient surety in the amount of three hundred twenty-five thousand dollars ($325,000.00). In addition, a Security Fund in the amount of five thousand dollars ($5,000.00) shall be deposited in an escrow account on behalf of the County for the purpose of payment of liquidated damages. Should the County have to draw down on any portion of the Security Fund, Operator shall immediately, and in no event greater than three (3) business days, restore the Security Fund to its proper amount.

2. **Insurance**.

a. **General Liability Insurance**. The Operator shall be required to maintain insurance that protects the County and the Operator and their officers, agents, and employees from and against any and all claims, injury, or damage to persons or property, both real and personal, caused by the Operator's operations under the terms of this Agreement. The Operator's General Liability Insurance shall have no less than the following minimum coverage:

| | |
|---|---|
| Bodily Injury Per Person | $1 Million |
| Bodily Injury Per Occurrence | $1 Million |
| Property Damage Per Occurrence | $1 Million |
| Property Damage Aggregate | $1 Million |

b. **Automobile Insurance**. The Operator shall also maintain sufficient automobile insurance to protect the County and the Operator and their officers, agents, and employees from and against any and all claims, injury, or damage to persons or property, both real and personal, caused by the operation of the Operator's vehicles. The Operator shall maintain the minimum policy limits:

| | |
|---|---|
| Bodily Injury Per Person | $1 Million |
| Bodily Injury Per Occurrence | $1 Million |
| Property Damage Per Occurrence | $1 Million |

c. **Worker's Compensation Insurance**. The Operator shall also provide worker's compensation insurance as required by the laws of the State of Georgia.

d. **County as Additional Insured/Loss Payee**. All insurance required under the terms of this Agreement shall name the County as an additional insured and shall provide a thirty day notice to the County in the event of a material alteration or cancellation of any coverage forwarded in said policies prior to the effective date of said alteration or cancellation. Copies of all policies required under this Agreement shall be furnished to the Fayette County Board of Commissioners prior to the commencement of operations or the expiration of prior policies.

## IX. MISCELLANEOUS

1. **Notice to Parties.**

a. All notice to and correspondence with County concerning this Agreement shall be addressed to:

Ronald R. Salmons
Director of Engineering
Fayette County
140 W. Stonewall Avenue
Fayetteville, Georgia 30214
Facsimile Number: (770) 460-8663

b. All notice to and correspondence with Operator concerning this Agreement shall be addressed to:

Dale Courtney
Live Oak Landfill
1189 Henrico Road
Conley, Georgia 30288
Facsimile Number: (404) 361-9236

With a copy to:

Area General Counsel
Waste Management
2859 Paces Ferry Road
Suite 1600
Atlanta, Georgia 30339

2. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, and any cause of action arising out of this Agreement will be heard in a court of competent jurisdiction in Fayette County, Georgia.

3. **Amendment and Modification**. This Agreement shall not be amended or modified except by written instrument duly executed by each of the parties hereto.

4. **Severability**. If any provision of this Agreement is held to be invalid, illegal or unenforceable under present or future laws, such provisions shall be ineffective to the extent of such invalidity, illegality or unenforceability, but shall not serve to invalidate or render unenforceable any other term or provision hereof.

5. **Entire Understanding of the Parties**. This Agreement sets forth the entire understanding of the Parties hereto with respect to the transactions contemplated hereby and supersedes any and all previous agreements and understandings between or among the Parties regarding the subject matter hereof except to the extent specifically referenced herein, whether written or oral.

6. **Assignment**. This Agreement shall be binding upon and inure to the benefits of the Parties and their respective successors and permitted assigns. Neither this Agreement, nor any of the rights, interests, or obligations, hereunder shall be assigned by either Party without the prior written consent of the other, except that either Party may assign any right, interest, or obligation under this Agreement to a parent, subsidiary or affiliate without prior written consent of the other party. No waiver, amendment, or modification of this Agreement shall be valid and binding unless in writing and executed in the same manner as the execution of this Agreement.

7. **Third Parties**. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies on any person other than the Parties expressly named herein and their respective permanent successors, assigns and legal representatives.

8. **Execution in Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

9. **Certification of Undersigned**. Each undersigned certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement, and to execute and legally bind such Party to this document.

IN WITNESS WHEREOF, by their signatures the parties have caused this Agreement to be executed on the day first written above.

BOARD OF COMMISSIONERS OF FAYETTE COUNTY (SEAL)

By: _____
GREGORY M. DUNN, Chairman

ATTEST:

_____
Deputy Clerk

GEORGIA WASTE SYSTEMS, INC. (SEAL)

By: _____
CHARLES J. CAMPAGNA, V.P.

Attest:

_____
Asst. Secretary

# Fayette County Transfer Station
# FEES

**Residential Household Waste**:

| | |
|---|---|
| Cars or Pickup Trucks with five (5) bags or less | $4.00 |
| Cars or Pickup Trucks with over five (5) bags | $8.00 |
| Mattresses | $10.00 |
| Box Springs | $10.00 |
| Yard Waste | No Charge |

**Commercial Waste**:

| | |
|---|---|
| Scale Rate<br>(Demolition, construction, and household waste) | $30.00/Ton |
| Yard Waste | $20.00/Ton |