

**Solid Waste Collection
Transportation and Disposal Agreement**

This Solid Waste Collection, Transportation and Disposal Agreement (this "Agreement") is made and entered into this ____ day of _____, _____, by and between the Board of Commissioners of Terrell County, Georgia hereinafter referred to as "COUNTY", and _____ hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, COUNTY is responsible for the collection and disposal of solid waste of its residents and business owners and operators; and

WHEREAS, CONTRACTOR is in the business of solid waste collection and desires to provide such services to COUNTY; and

WHEREAS, COUNTY desires to engage CONTRACTOR to collect all solid waste from within its unincorporated boundaries in accordance with the terms of this Agreement and applicable law, including, without limitation, the ordinances of the Terrell County, Georgia and the State of Georgia.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term: This Agreement shall be binding on all parties for a period of one year beginning November 1, 2016 (the "Initial Term"). The Initial Term will be automatically extended up to four (4) one year periods for a total potential contract term of five (5) years unless either party provides written notice to the other of its intention not to extend this Agreement not less than sixty (60) days prior to the expiration of the then-current term. This Agreement is subject to the multi-year provisions of O.C.G.A. 36-60-13 and therefore, will automatically renew each annual period unless either party terminates the renewal with a certified notice no less than 60 days prior to the renewal date. In the event the COUNTY elects to renew the contract, the CONTRACTOR may request a contract price increase to cover any increase in the cost of operations. Such a request shall contain a detailed breakdown justification for such an increase. Inaction by the COUNTY to notify the CONTRACTOR of its intention to renew the contract shall act as an automatic renewal under the same terms and conditions for the previous year.

Should the contract be terminated by the CONTRACTOR, the COUNTY shall have the right to use the CONTRACTOR'S equipment and hire the CONTRACTOR'S personnel until the COUNTY can either negotiate another contract or provide the service with COUNTY equipment and personnel. The reasonable costs of the changeover and any damages incurred by the COUNTY over

and above operating expenses shall be borne by the CONTRACTOR, not to exceed one (1) year. The COUNTY will be responsible for providing insurance and reasonable rental on said vehicles during this time of use.

2. Services: COUNTY hereby grants to CONTRACTOR the exclusive right for the collection and transportation of all residential solid waste and such businesses using a residential type roll-out cart in the unincorporated areas of Terrell County, Georgia from the point of pickup to a solid waste disposal site in the CONTRACTOR'S discretion, which facility has been permitted in accordance with applicable laws, rules and regulations for disposal of solid waste (the "services"). Provided however, all Services by the CONTRACTOR shall be consistent with the previous agreement entered into between Terrell County, Georgia and the Crisp County Solid Waste Authority. CONTRACTOR especially acknowledges the terms and conditions of said Contract between Terrell County, Georgia and the Crisp County Solid Waste Authority and agrees to indemnify and hold Terrell County, Georgia harmless for any violations of said Contract caused by CONTRACTOR. Further, CONTRACTOR agrees not to violate any of the terms and conditions of said Contract for Terrell County, Georgia.

As consideration of entering into the Contract, CONTRACTOR agrees to furnish two (2) 8-cubic-yard commercial collection containers for the use of the Terrell County Correctional Institute and the Terrell County Jail at no cost to the County. Such commercial containers shall be serviced 1 time per week in accordance with CONTRACTOR'S routine commercial service.

3. Types of Waste Title to Waste:

- (a) Notwithstanding anything to the contrary herein, CONTRACTOR shall only be responsible for the collection, transportation and disposal of Acceptable Solid Waste, and only such Acceptable Solid Waste as is disposed of in a 96-gallon CONTRACTOR-provided, roll-out cart or by special appointment of pick-up for bulky type items such as brown goods (i.e., furniture) and white goods (i.e., appliances).
- (b) For purposes of this Agreement, "Acceptable Solid Waste" means mixed household solid waste, commercial solid waste, industrial solid waste, and mixtures of household, commercial and industrial solid waste that are permitted under the governing permits and the applicable laws to be accepted at the applicable disposal facilities and that are not otherwise Unacceptable Waste.
- (c) For purposes of this Agreement, "Unacceptable Solid Waste" means:
 - (1) Any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42, U.S.C. 6901 et seq., and the regulations thereunder or any material which by reason of its

composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal at the applicable disposal facility;

(ii) explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended; and

(iii) any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the Transfer Station or because of its size, durability or composition cannot be managed or disposed of at the applicable disposal facility or has a reasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility outside the normal usage expected for the facility.

(D) Title to waste material that does not conform to the definition of Acceptable Solid Waste shall remain with the generator and shall not be deemed to pass to CONTRACTOR at any time.

4. Equipment: All equipment utilized is to be reliable and presentable during the performance of this Agreement, including backup equipment. All equipment shall be maintained by CONTRACTOR in a safe condition throughout the Term.
5. Schedule: CONTRACTOR shall operate on a schedule to ensure timely service. For the weeks in which a holiday is observed, the CONTRACTOR shall provide the same scope of services as provided during normal days of operation. The CONTRACTOR at his own expenses will publish in one or more local newspapers any changes in collection schedules due to holidays. The CONTRACTOR, at no expense, shall also provide notification via the Government Access Channel, if any, provided by any local government located within Terrell County, Georgia. Holidays will be mutually agreed upon between CONTRACTOR and COUNTY. In the event that COUNTY service days fall on a designated holiday, then an alternate day will

be chosen to ensure timely service. CONTRACTOR agrees to provide garbage collection services as shown on the attached "SCHEDULE OF GARBAGE COLLECTION SERVICES" (Exhibit "A"). White Goods and Brown Goods pickup shall be scheduled upon customer call-in. The CONTRACTOR shall be responsible for billing the customer directly for this service at the rate set forth on the attached Exhibit "B". Additionally, any customer who requests an additional 96-gallon cart shall request the same from the CONTRACTOR. The CONTRACTOR shall likewise bill the customer directly for this additional cart. There shall be no charge to the COUNTY for any additional carts or White Goods and Brown Goods pickup requested by the customer. There shall be no charge to the COUNTY for returning to pick up missed garbage. Medical/disabled customers shall be provided rollout and rollback garbage service at no additional charge provided such customers have provided proof to the County and the CONTRACTOR verifying their medical need for such service.

6. Newly Developed Areas: CONTRACTOR will, within thirty (30) days of notification by COUNTY, provide Services to newly developed areas. As new homes are constructed and occupied, CONTRACTOR shall provide Services on the next scheduled day of collection following notification thereof. CONTRACTOR shall be responsible for notifying COUNTY of all collection locations being serviced which do not appear on the billing register. Billing will be adjusted by CONTRACTOR as promptly as practicable following the addition of new homes including, to the extent necessary, adding any prior months' billings for such new homes that have been serviced but not previously billed and including pro-rations for partial months, as appropriate.
7. Rates: Number of Units: Total compensation due to CONTRACTOR shall be set forth in Exhibit "B" incorporated by reference and made a part hereof on a per unit basis.

Payment is due by the 10th day of the following month in which the invoice is submitted. The number of units for which CONTRACTOR will provide Services is estimated as of the date of this Agreement to be 1,780 provided, however, the COUNTY will provide evidence to CONTRACTOR of the actual number of units to be serviced within thirty (30) days following the implementation of this Agreement. CONTRACTOR agrees to provide COUNTY the name, address of any new customers or changes to the existing billing list as such additions or changes occur. Likewise, COUNTY agrees to provide CONTRACTOR the name and address of any new customers or changes to the existing billing list as such additions, deletions or changes occur.

8. Adjustments:
 - (a) Any change in Governmental laws, ordinances, regulations, assessments, fees or taxes that require CONTRACTOR to incur additional costs in the

performance of services pursuant to this Agreement (Changes in Law), including changes in disposal fees due to such Changes in Law. In the event that the above event occurs, CONTRACTOR shall determine the amount of rate adjustment required to compensate CONTRACTOR for the additional, fully justifiable costs and shall petition the COUNTY for the rate adjustment, which approval shall not be unreasonably withheld. CONTRACTOR agrees to continue solid waste collection and disposal services during any dispute with the COUNTY until any dispute is resolved and the COUNTY and CONTRACTOR agree to adjusted rates of compensation.

- (b) A service Fee may be added annually each November 1st beginning on November 1, 2017 to reflect annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average, by expenditure category and commodity and service group, Water and Sewer and Trash Collection Services (2).
9. Representations of CONTRACTOR: CONTRACTOR currently has, and will maintain throughout the term, all permits and licenses required by law for the provision of the Services, and will provide the Services in accordance in all material respects with applicable laws. CONTRACTOR will comply with all Federal and State requirements concerning fair employment and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical disability.
10. Point of Contact: All dealings, contacts, etc. between CONTRACTOR and COUNTY shall be directed by CONTRACTOR to the COUNTY designee.
11. Local Presence: CONTRACTOR will provide a local and/or toll free telephone number for the use of COUNTY and its Customers to communicate with CONTRACTOR if the need arises. The office telephone number shall be advertised and made convenient for Customers to locate. The CONTRACTOR shall receive and respond to all complaints regarding services provided under this contract. Any complaints received by the COUNTY will be directed to the CONTRACTOR'S contact telephone number. Routine complaints shall be resolved in two (2) working days. In the event that such complaint is not resolved in seven (7) calendar days, the COUNTY will resolve the complaint and bill the CONTRACTOR according to the costs plus 20%. All complaints and resolutions shall be summarized by the CONTRACTOR and reported to the COUNTY quarterly.
12. Notification of Customers: CONTRACTOR will notify COUNTY about service inquiry procedures, regulations and days of collection prior to the date Services begin under this Agreement.
13. Breach: If either party reasonably concludes that the other is in material breach of this

Agreement, such party shall so notify the other party in writing by certified mail, including a detailed description thereof. The party alleged to be in breach shall be allowed up to thirty (30) days after notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days to cure.

14. Indemnification: CONTRACTOR agrees to indemnify and hold COUNTY harmless from and against any and all claims, liabilities, demands and causes of action arising out of CONTRACTOR'S negligence in performance of the Services or arising out of CONTRACTOR'S failure to comply with the provisions of this Agreement. Notwithstanding the foregoing, under no circumstances will CONTRACTOR be required to indemnify COUNTY with respect to any claims, demands or causes of action arising in whole or in part out of the COUNTY'S negligence, willful misconduct or failure to comply with the provisions of this Agreement.
15. Force Majeure: CONTRACTOR shall not be liable to perform under this Agreement if that failure arises out of causes beyond the control and without the fault of negligence of CONTRACTOR. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, and usually severe weather; but in every case the failure to perform must be beyond the reasonable control and without fault or negligence of CONTRACTOR.
16. Assignment: Neither party may assign this Agreement, or the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that CONTRACTOR may assign this Agreement to an affiliate of CONTRACTOR without the prior approval of COUNTY.
17. Insurance: CONTRACTOR shall be required to carry general liability insurance, workers compensation insurance and motor vehicle insurance as required by State laws as outlined below:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Workers Compensation	Statutory
Employer Liability	\$100,000/\$500,000
General Liability	
-Bodily Injury	\$1,000,000 each occurrence
-Property Damage	\$100,000 aggregate
Automobile Liability	
-Bodily Injury	\$1,000,000 each person
-Property Damage	\$1,000,000 each occurrence
Excess Umbrella Coverage	\$1,000,000 each occurrence
	\$3,000,000 each occurrence

Certificates of insurance shall be provided to COUNTY by CONTRACTOR. The COUNTY

shall be named as an additional insured in the CONTRACTOR'S commercial liability policy endorsed to the policy. Evidence of the additional insured endorsement shall be forwarded with the insurance certificate.

Cancellation: A ninety (90) day notice of cancellation or nonrenewal in writing shall be furnished by the CONTRACTOR'S insurance carrier or insurance agent to the COUNTY.

18. Disputes: Any controversy or claim arising out of or related to this Agreement or any transactions contemplated herein that cannot be amicably resolved, will be resolved by any actions or proceedings governed and determined by Georgia Law.

CONTRACTOR further agrees that as to any actions or proceedings arising out of or related to this Agreement, any such action or proceeding shall be resolved in the appropriate court located in Terrell County, Georgia.

19. Notice: All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to CONTRACTOR, to:

Attn: _____
Telephone _____
Fax _____

If to COUNTY, to:

Terrell County Board of Commissioners
P.O. Box 525
Dawson, Georgia 39842
Attn: Wilbur Gamble
Telephone: 229-995-4476

20. Entire Agreement: This Agreement constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the services described herein.

21. Execution in Counterparts: This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, The Board of Directors of Terrell County, Georgia and Advanced Disposal Services Middle GA, LLC, have executed this Solid Waste Collection, Transportation and Disposal Agreement as of the date first set forth above.

The Board of Commissioners of
Terrell County, Georgia

By: _____

By: _____
Name _____
Title _____