

CONTRACT

This Agreement for Residential and Commercial Solid Waste Collection Service (this “Agreement”) made and entered into on this the 5 day of Dec., 2024, by and between the **Dooly County**, a political subdivision of the State of Georgia, by and through its Board of Commissioners, hereinafter referred to as “County” and **Georgia Waste Systems, LLC**, or its legal successors, acting by and through its duly authorized officers hereinafter referred to as “Contractor”.

WITNESSETH:

WHEREAS, the County and Contractor are desirous of entering into an agreement, under the terms of which, Contractor shall have an exclusive Contract for a specified period of time for the collection and removal of all Residential and Commercial Solid Waste generated within the County; and

WHEREAS, County and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste collection and disposal services as herein set out, and for the compensation as hereinafter provided; and

WHEREAS, it is the intent of the County that the owner or occupant of every Residential and Commercial Premise in the incorporated area of the County shall receive solid waste collection services provided by Contractor, and

WHEREAS, Contractor agrees to bill and collect the fees from all Residents and Commercial Customers for Contractor’s residential and commercial services.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Contractor and the County agree as follows:

1. **DEFINITIONS:**

1.1 BIOMEDICAL WASTE - Pathological waste, biological waste cultures and stocks of infectious agents and associated biologicals, contaminated animal carcasses (body parts, their bedding, and other wastes from such animals), sharps, chemotherapy waste, discarded medical equipment and parts, not including expendable supplies and materials which have not been decontaminated, and other such waste material.

1.2 CART - A Contractor-provided Roll Out Cart Receptacle with two wheels and a properly designed axle and fittings, and a top lid that is to remain closed except when loading refuse, with a body consisting of approximately ninety (90) to ninety-six (96) gallons in capacity, constructed of heavy duty plastic and having the strength to store normal household garbage and refuse and equipped with proper attachments for hydraulic loading into the Contractor's collection vehicle by the hydraulic lifts affixed to such vehicle body.

1.3 COLLECTION - The act of removing solid waste (or materials that have been separated for the purpose of recycling) to a transfer station, processing facility, or disposal facility.

1.4 COMMERCIAL SOLID WASTE - All types of solid waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding residential and Industrial Waste.

1.5 COMMERCIAL ENTITIES - Any establishment other than a Residential Unit of Light Commercial Entity, and shall include, but not be limited to, all retail or wholesale business establishments and manufacturing concerns and any other commercial enterprises offering goods or services to the public.

1.6 CONSTRUCTION AND DEMOLITION WASTE (“C&D Waste”)- Solid waste resulting solely from construction, remodeling, repair, or demolition operations on buildings, or other structures, but does not include inert debris, land-clearing debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar nonhazardous material. This includes toilets, doors, windows, and all other small homes remodeling projects.

1.7 CURBSIDE - The location adjacent to the traveled portion of a publicly owned roadway designated by the Contractor for the placement of Carts for collection. Carts shall be placed in a location that is readily accessible to the Contractor and its equipment, not to exceed three (3) feet from the curb or edge of the traveled portion of road or street. Cart handles must face away from the road. The Carts also must be placed at least three (3) feet away from mailboxes, utility poles, carts or other obstructions. The Contractor may decline to collect from any Cart not properly placed. The County may aid the Contractor in resolving problems of Cart location for servicing.

1.8 GARBAGE - All putrescible waste, including animal offal and carcasses of less than ten (10) pounds in weight except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter, including, but by no way of limitation, used tin cans and other food containers; and all putrescible or decomposable waste animal or vegetable matter which is likely to attract flies or rodents, but excluding sewage and human waste.

1.9 HAZARDOUS WASTE - Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State law or regulations.

1.10 INDUSTRIAL WASTE - Solid Waste generated by industrial processes and manufacturing.

1.11 LIGHT COMMERCIAL ENTITY - a business entity within the Downtown Service Area identified by the Contractor and County that is within a residential areas that may be able to utilize a cart for placement of their solid waste for collection by the Contractor.

1.12 MUNICIPAL SOLID WASTE or MSW- Solid waste resulting from the operation of residential, commercial, governmental, or institutional establishments that would normally be collected, processed, and disposed of through a public or private solid waste management service. Municipal solid waste does not include Hazardous Waste, Special Waste, sludge, or solid waste from mining or agricultural operations.

1.13 PERSON - Any individual, corporation, Contractor, association, partnership, unit of government, state agency, federal agency, or other legal entity.

1.14 REFUSE - This term shall refer to Garbage and Rubbish generated at a Residential Unit unless the context otherwise requires.

1.15 RESIDENTIAL UNIT - A dwelling within the Service Area as hereinafter defined, or outside the corporate bounds of the County and receiving County service(s), occupied by a person or group of persons. A Residential Unit shall be deemed occupied when water services, either public or private, are being supplied thereto.

1.16 RUBBISH/TRASH - All waste wood, wood products (but not Yard Waste), chips, shavings, sawdust, pasteboard, rags, straw, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, glass, and mineral or metallic substances.

1.17 SERVICE AREA - All Residential Units and Commercial Entities in the County.

1.18 SPECIAL WASTE - Solid Waste that can require special handling and management, including White Goods, whole tires, used motor oil, lead -acid batteries and Biomedical Wastes. Also, all treated/de-characterized (formerly hazardous) wastes, polychlorinated biphenyl ("PCB") wastes; industrial process wastes; asbestos containing material; chemical containing equipment; C&D Waste; incinerator ash; medical wastes; off-spec chemicals; sludges; spill-cleanup wastes; underground storage tank (UST) soils; and wastes from service industries.

1.19 WHITE GOODS - Inoperative and discarded refrigerators/freezers (doors must be removed), ranges, water heaters, freezers, and other similar domestic and commercial large appliances. All refrigerators and freezers must have a certification tag stating the freon has been removed.

1.20 YARD WASTE – Leaves, brush, grass clippings, shrubs, and tree pruning and other vegetative materials from the maintenance of yards, lawns, and landscaping at Residential Units.

2. **TERM**

The term of this Agreement shall begin January 1, 2025, ("Commencement Date") and continue through December 31, 2029, subject to O.C.G.A 36-60-13 annual renewals. The agreement may be extended by mutual consent of both parties. In no event shall the term of this Agreement exceed terms allowed under state law.

3. **SERVICE**

- a) The services to be provided by the Contractor shall be for **once per week** Curbside collection of MSW from an estimated 3980 initial number of Residential Units. Residential Units will use existing Contractor-provided ninety-five (95) gallon Carts for the collection of MSW. Contractor shall only be responsible for collecting MSW contained within the Cart. Occupants must set out Carts by 6:00 AM Curbside on the designated collection day.
- b) Backdoor service will be provided to Residential Units that are determined by the Contractor, and documentation provided by a medical healthcare professional, to live in a residence in which no individual is physically capable of taking MSW to the curb. The Contractor shall not charge the resident an additional amount for back door service as long as the number of Residential Units receiving back door service does not exceed three percent (3%) of the total number of Residential Units serviced under the Contract. In no event will backdoor service be provided at a distance of more than 100 feet from the public roadway.
- c) Contractor also shall have the exclusive right to provide front end commercial waste services to an estimated 89 initial number of Commercial Entities in the County at the rates set forth in Section 11 Compensation. This exclusive right shall also apply to roll-off services.
- d) The services described herein do not include the collection and disposal of any increased volume resulting from catastrophic floods, tornados, ice storms, very strong straight-line winds, hurricanes or similar or different acts of God over which the Contractor has no control. For avoidance of doubt, catastrophic weather events are those that result in any local, state, or federal declaration of state of emergency. In the event of such acts of God, Contractor and the County shall negotiate the payment to be made to the Contractor for additional services, if the Contractor and County agree that the increased volume is to be handled by the Contractor. Further, if the County and Contractor reach such agreement, the County shall grant the Contractor variances in routes and schedules as deemed necessary by the Contractor.

4. **NEWLY DEVELOPED AND ANNEXED AREAS**

The Contractor will, within thirty (30) days or less of notification by the County, provide solid waste collection services of the same frequency and quality required by the

Contractor to newly developed and annexed areas. As new homes are constructed and occupied in the County, the Contractor shall, provide solid waste services as required by the Contract on the next scheduled day of collection following notification.

5. POINT OF CONTACT

All dealings, contacts, etc., between the Contractor and the County shall be directed by the Contractor to the County Administrator or his or her designee. The Contractor agrees to assign a qualified person to be in charge of the operations contracted for and agrees to give such name to the County.

6. HOURS AND DAYS OF OPERATION

Collection shall not begin prior to 6:00 a.m. without the approval of the County. Contractor shall not be required to make collections on Sundays or on Holidays. Exceptions to collection hours shall be affected only upon the mutual agreement of the County and Contractor, or when Contractor reasonably determines an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. The Contractor may elect to observe the following holidays:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

The Contractor may decide to observe a holiday by suspending and delaying the pickup day, but such decision does not relieve the Contractor of his obligation to provide collection service at least once per week (Monday-Saturday) within the Holiday week.

7. APPROVED CONTAINERS

Contractor shall provide Carts to Residential Entities and appropriately sized front-end load (FEL) dumpsters and roll off containers to Commercial Entities. All containers are the property of Contractor. It shall be the responsibility of the owner of the Residential Unit and Commercial Entity to properly use and safeguard the Contractor's containers. Contractor shall maintain containers in reasonably good condition. Contractor shall have the right to charge Customers for the cost of repair or replacement of containers, if such repair or replacement is required as a result of abuse or damage, fire, or theft by the occupant. Customers shall empty and allow Contractor to retrieve all containers at the termination or expiration of this Agreement.

FEL dumpsters and roll off containers must be placed in an accessible location on hard surfaces. Commercial customers shall be responsible for maintaining such surfaces and ensuring that the surface can bear the weight of the FEL dumpster or roll off container. Contractor shall not be responsible for damage to Customer's pavement or other driving

surface resulting from the weight of Contractor's container or vehicles servicing the equipment location designated by Customer.

8. EXCLUSIONS

The Contractor shall not be required to collect, transport, dispose of or otherwise handle Dead Animals, C & D Waste, Bulk Waste, Yard Waste, Hazardous Waste, Biomedical Waste, Special Waste, Industrial Wastes, toxic substances, storm debris, trees, earth, body wastes, tires, abandoned vehicles, vehicle parts, large equipment (or parts thereof); nor shall the Contractor be required to collect, transport, dispose of or otherwise handle any Municipal Solid Waste that is mixed with any of the foregoing excluded wastes.

9. TITLE

The Contractor shall accept title to MSW upon collection and placement into the Contractor's collection vehicles except for Hazardous Waste and other wastes excluded by this Contract. Title to and liability for Hazardous Waste and any other excluded wastes, as set forth in Section 8 of this Contract, shall remain with the residents or businesses. All waste to which the Contractor acquires title shall be the responsibility of the Contractor until it is properly disposed of.

10. OFFICE AND TELEPHONE CONTACT

The Contractor shall maintain an office and service facilities through which it may be contacted without charge by telephone. The office shall be equipped with sufficient telephones and shall have responsible personnel in charge from 8:00 a.m. until 5:00 p.m., Monday through Friday. The Contractor shall promptly respond to County inquiries regarding services performed pursuant to the terms of this Agreement.

11. COMPENSATION

a. As compensation for the once per week collection of Residential MSW, the rate for residential service is \$13.87 per month plus a county franchise fee of \$5.13 per month totaling \$19.00 per month. The rate for an additional cart is \$10.40 pe plus a county franchise fee of \$5.13 per month totaling \$15.53 per month. Contractor will invoice customer in advance on a quarterly billing cycle. In the event Contractor's disposal charge is increased, the above rates will be adjusted accordingly and passed through to the resident.

b. Service to Commercial Entities with front load containers shall be provided by Contractor at the following monthly rates to be paid by the Commercial Entity, with a monthly franchise fee paid from Contractor to County of \$5.00 per container.

c. Commercial Rates are as follows:

Size	1xw service	2xw service	3xw service	4xw service	5xw service
2 cubic yard	\$56.39	\$112.78	\$169.17	\$225.56	\$281.95
4 cubic yard	\$77.60	\$152.83	\$232.80	\$310.40	\$388
6 cubic yard	\$103.14	\$201.45	\$309.42	\$412.56	\$515.70
8 cubic yard	\$126.69	\$248.79	\$380.07	\$506.76	\$633.45

Contractor will add \$5 per container to rates above on a separate line item as franchise fees paid to the County

Open Top/Roll Off Costs, \$200 per haul, \$50 per ton, \$5 day rental, \$150 delivery fee.
Relocate/Trip Charge \$200.00.

Additional Rates Commercial Service		
Lock Bar \$26.00/month	Extra Pick Up \$300.00	Relocate or Trip Charge \$300.00

Overage Fees for Commercial Front End Load Commercial Containers

If Front End Load containers are blocked or materials are spilling out from the side or top of the containers, Contractor may charge the customer for an “Overage Fee” of \$150 per occurrence. In the event Contractor’s disposal charge is increased, the above rates will be adjusted accordingly.

In-Kind Community Events

Once per year, as a form of in-kind sponsorship, contractor will provide roll off service with a 30-yard container for the Pig Jig event and Dilly Dally event. Charges will be waived for one haul for each event. The total per year is limited to one haul per event per year.

- d. **CPI Rate Adjustments**- The Compensation payable by the resident or commercial entity to the Contractor shall be annually adjusted by the same percentage as the Consumer Price Index for Water, Sewer, and Trash CPI, Not Seasonally Adjusted, All Areas, WST CPI ("C.P.I.") shall have increased or decreased during the most recently available preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. The initial rate adjustment shall take effect on the first anniversary date of the Commencement Date, and rate

adjustments for succeeding contract years shall take effect on the successive anniversary dates of the Commencement Date during each succeeding year throughout the term hereof. Monthly payments due by the resident and commercial entity to the Contractor shall be adjusted to compensate for such annual rate increases.

- e. **Extraordinary Rate Adjustments-** The Service Rates are calculated to pay certain expenses and costs that are of a contingent and uncertain nature and beyond the control of the Contractor. Therefore, in addition to the annual CPI adjustment provided above, the Service Rates shall, upon written request of Contractor along with supporting evidence showing justification to support the request, be further adjusted on an interim basis to fully capture increased costs that are beyond the control of the Contractor and lost revenue associated with performance of the Collection Services hereunder due to any one or more of the following causes:

- a.) Uncontrollable Circumstances or material changes in Contractor's costs or revenues resulting from a Force Majeure event;
- b.) Any change in law, statute, rule, regulation, ordinance, order, or requirement of any federal, state, regional, or local government that is effective after the Effective Date of this Agreement;
- c.) Increase in surcharges, fees, assessments, or taxes levied by federal, state, or local regulatory authorities or other governmental entities related to the Collection Services;
- d.) An increase in disposal, processing, or landfill fees should the Contractor pay such fees;
- e.) Increase of at least 10% in the cost of transportation, including fuel and third-party transportation costs; and
- f.) Changes in the scope or method of services provided by Contractor, changes in the Municipal Fee, or other changes or fees required, initiated or approved by the County.

The County may request additional documentation and data reasonably necessary to evaluate such request by Contractor, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the County shall take reasonable steps, consistent with applicable law, to protect the confidential or proprietary nature of any data or information supplied by Contractor. The County shall approve all properly calculated Service Rate adjustments within ninety (90) days of Contractor's request. In no event shall Extraordinary Service Rate Adjustments be imposed more than once in a twelve (12) month period.

Notwithstanding the foregoing, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the County shall approve the interim Service Rate adjustment within ninety (90) days of notification from

Contractor to ensure that such fees, taxes, assessments or charges are passed on to Customers by the date the same are effective.

f. **Billing, Suspension, and Restoration of Services** –

a. **Residential Units:**

- i. The Contractor shall bill each Residential Unit quarterly in advance, with payment due within thirty (30) days of the invoice date (“Net 30”).
- ii. If payment is not received within forty-five (45) days of billing, services shall be suspended, and the Contractor may retrieve its Cart(s) sixty (60) days after billing if payment remains outstanding.
- iii. To restore service, the Residential Unit shall pay a resume fee of seventy dollars (\$70) and, if applicable, a Cart re-delivery fee of sixty-five dollars (\$65).

b. **Commercial Entities**

- i. The Contractor shall bill Commercial Entities monthly in advance, with payment due within thirty (30) days of the invoice date (“Net 30”).
- ii. If payment is not received within forty-five (45) days of billing, services shall be suspended, and the Contractor may retrieve its container(s) sixty (60) days after billing if payment remains outstanding.
- iii. To restore service, the Commercial Entity shall pay a resume fee of seventy dollars (\$70) and, if applicable, a container re-delivery fee of three hundred dollars (\$300).

c. **Franchise Fees**

- a. All invoices issued to Residential and Commercial customers shall include a separate line item identified as “Franchise Fees.”

12. **INDEMNITY**

Contractor shall indemnify and save harmless the County, its officers, agents, servants, and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney’s fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Agreement; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys’ fees for a willful or negligent act or omission of the County, its officers, agents, servants and employees.

13. **DISPOSAL**

All Municipal Solid Waste collected by Contractor may be disposed of at either Crisp County Landfill or Houston County Landfill.

14. INSURANCE

During the Term of this Contract, Contractor shall maintain in full force and effect the following minimum insurance:

<u>Coverage</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory
Employer's Liability	\$ 500,000.00
Bodily Injury Liability	\$ 1,000,000.00 each occurrence
except Automobile	\$ 2,000,000.00 aggregate
Property Damage Liability	\$ 1,000,000.00 each occurrence
except automobile	\$ 1,000,000.00 aggregate
Automobile Bodily Injury Liability	\$ 1,000,000.00 each person
Automobile Property Damage Liability	\$ 1,000,000.00 each occurrence
Excess Umbrella Liability	\$ 1,000,000.00 each occurrence
	\$ 2,000,000.00 each occurrence

The Contractor shall provide proof of existence of said policies to the County prior to the effective date of the Agreement and annually thereafter. The County shall be included as an additional insured on the comprehensive general liability and automobile liability policies.

15. SERVICE INQUIRIES

All complaints shall be made directly to the Contractor. The Contractor shall give all complaints prompt and courteous attention. In the case of an alleged missed schedule collection, the Contractor shall investigate and if such allegations are verified, shall arrange for collection by the end of the following business day from the time the complaint was received.

16. NOTIFICATION OF CUSTOMERS

Contractor shall notify all customers about the "scheduled day of service".

17. CONTRACTOR'S PERSONNEL

17.1 The Contractor shall assign a qualified person to be in charge of its performance of this Contract.

17.2 The Contractor's collection employees shall wear a uniform and shirt bearing the Contractor's name and the name of the individual employee.

- 17.3 Each employee shall, at all times, carry a valid drivers license for the type of vehicle he is driving.
- 17.4 The Contractor shall provide operating and safety training for all personnel.
- 17.5 No person shall be denied employment by the Contractor for reasons of age, race, sex, creed, or religion or national origin.

18. MSW SPECIFICATIONS

- 18.1 Collection of Cart Contents only.
- 18.2 Collection of only Contractor owned carts.
- 18.3 Carts shall be placed in a location that is readily accessible to the Contractor and its equipment, not to exceed three (3) feet from the curb or edge of the traveled portion of road or street. Cart handles must face away from the road. The Carts also must be placed at least three (3) feet away from mailboxes, utility poles, carts or other obstructions.
- 18.4 Carts that contain C&D, Automotive parts, or Yard Waste or other items listed in Section 8 will not be collected.

19. FORCE MAJEURE.

From and after the Date of this Agreement, Contractor's performance hereunder may be suspended, and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of the Contractor. Such causes may include, by way of example and not limitations, any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, epidemics and pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), declarations or acts of domestic or foreign governments, or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party.

20. PERMITS, LICENSES AND TAXES

The Contractor shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect. The Contractor shall promptly pay all taxes required by local, state and federal laws.

21. TERMINATION

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for seven (7) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the other party may: (a) terminate this Agreement as of any date which the said other party may select provided said date is at least thirty (30) days after the seven (7) days in which to cure or commence curing; (b) cure the breach or default at the expense of the breaching or defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right for all damage or loss suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

22. EXCLUSIVE CONTRACT

The Contractor shall have the sole and exclusive right to provide all solid waste collection services within the County.

23. NOTICE

A letter addressed and sent by certified United States Mail to either party at the business address specified shall be sufficient notice whenever required for any purpose in this Contract. Also, the address designated at this address may be changed from time to time by written notice sent by Certified U.S. Mail as provided herein.

County: Dooly County Board of Commissioners
113 3rd Street
Vienna, GA 31092
Attn: County Manager

Contractor: Advanced Disposal Solid Waste Services Southeast, Inc.
108 State Route 247 Spur
Kathleen, GA 31047
Attn: District Manager

with a copy to: Area General Counsel
Waste Management Southern Area
1800 North Military Trail
Boca Raton, FL 33431

25. MODIFICATION

This Contract constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

26. ASSIGNMENT

The Contractor may not assign this Contract without prior written consent of the County, unless to a parent company, subsidiary, or affiliate of Contractor. The County may not assign this Contract except to a legislatively created regional solid waste collection and removal authority.

27. COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws, provided, however, that the terms of this Contract shall govern the obligations of the Contractor where conflicting ordinances exist.

28. LAW TO GOVERN

This Contract shall be governed by the laws of the State of Georgia both as to interpretation and performance.

This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original on the day and in the year first above mentioned.

Linda C Woods
Witness

**DOOLY COUNTY,
GEORGIA**

BY: Wayne
ITS: Chairman

Steve Edwards
Witness

GEORGIA WASTE SYSTEMS, LLC

BY: Michael J Holbrook
ITS: Authorized Signature
Michael j Holbrook
Public Sector Director, SA