

Greater Dooly Solid Waste Management Plan 2006-2016
Byromville, Dooling, Lilly, Pinehurst, Unadilla, Vienna

FINAL
August 27, 2009

Dooly County Board of Commissioners

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Terrell Hudson
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City Clerk, Gloria Royal

Vienna City Council

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Walter Brown
Eddie Daniels
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Brenda Gramm
City Administrator, Gail Bemby

Assisted by
Middle Flint Regional Development Center
228 West Lamar Street
Americus, Georgia 31709

RESOLUTION ADOPTING
GREATER DOOLY SOLID WASTE MANAGEMENT PLAN
2006-2016

WHEREAS; Dooly County and the Towns of Byromville and Dooling, and the Cities of Lilly, Pinehurst, Unadilla and Vienna have prepared a solid waste management plan in accordance with O.C.G.A. § 12-8-20 as implemented through the Minimum Planning Standards and Procedures for Solid Waste Management promulgated by the Georgia Department of Community Affairs, and

WHEREAS; said document expresses the desires of all jurisdictions in the county to improve the quality of local solid waste management, and


WHEREAS; having satisfactorily completed the mandated regional and state review processes the Greater Dooly Solid Waste Management Plan is ready for adoption and implementation.

NOW, BE IT THEREFORE RESOLVED; that the Dooly County Board of Commissioners hereby adopts the Greater Dooly Solid Waste Management Plan 2006-2016.

Adopted and executed in session this 4th day of June, 2009

DOOLY COUNTY
BOARD OF COMMISSIONERS

ATTEST:


A. C. Daniels, Chairman


Brenetta C. Childs, County Clerk

RESOLUTION ADOPTING
GREATER DOOLY SOLID WASTE MANAGEMENT PLAN
2006-2016

WHEREAS; the Town of Byromville, the Town of Dooling, the Cities of Lilly, Pinehurst, Unadilla and Vienna and Dooly County have prepared a solid waste management plan in accordance with O.C.G.A. § 12-8-20 as implemented through the Minimum Planning Standards and Procedures for Solid Waste Management promulgated by the Georgia Department of Community Affairs, and

WHEREAS; said document expresses the desires of all jurisdictions in the county to improve the quality of local solid waste management, and

WHEREAS; having satisfactorily completed the mandated regional and state review processes the Greater Dooly Solid Waste Management Plan is ready for adoption and implementation.

NOW, BE IT THEREFORE RESOLVED; that the Town Council of Byromville hereby adopts the Greater Dooly Solid Waste Management Plan 2006-2016.

Adopted and executed in session this 4th day of June, 2009

TOWN OF BYROMVILLE

ATTEST:

Kenneth R. Lester
Mayor

Janyanyika Mathis
Town Clerk

RESOLUTION ADOPTING
GREATER DOOLY SOLID WASTE MANAGEMENT PLAN
2006-2016

WHEREAS; the Town of Dooling, the Town of Byromville, the Cities of Lilly, Pinehurst, Unadilla and Vienna and Dooly County have prepared a solid waste management plan in accordance with O.C.G.A. § 12-8-20 as implemented through the Minimum Planning Standards and Procedures for Solid Waste Management promulgated by the Georgia Department of Community Affairs, and

WHEREAS; said document expresses the desires of all jurisdictions in the county to improve the quality of local solid waste management, and

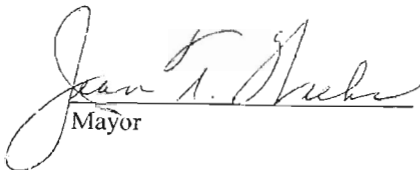
WHEREAS; having satisfactorily completed the mandated regional and state review processes the Greater Dooly Solid Waste Management Plan is ready for adoption and implementation.

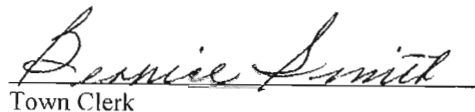
NOW, BE IT THEREFORE RESOLVED; that the Town Council of Dooling hereby adopts the Greater Dooly Solid Waste Management Plan 2006-2016.

Adopted and executed in session this 15 day of June, 2009

TOWN OF DOOLING

ATTEST:


Mayor


Town Clerk

RESOLUTION ADOPTING
GREATER DOOLY SOLID WASTE MANAGEMENT PLAN
2006-2016

WHEREAS; the City of Lilly, the Cities of Pinehurst, Unadilla and Vienna, the Towns of Byromville and Dooling and Dooly County have prepared a solid waste management plan in accordance with O.C.G.A. § 12-8-20 as implemented through the Minimum Planning Standards and Procedures for Solid Waste Management promulgated by the Georgia Department of Community Affairs, and

WHEREAS; said document expresses the desires of all jurisdictions in the county to improve the quality of local solid waste management, and

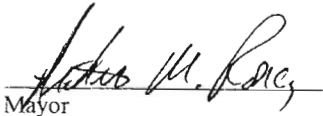
WHEREAS; having satisfactorily completed the mandated regional and state review processes the Greater Dooly Solid Waste Management Plan is ready for adoption and implementation.

NOW, BE IT THEREFORE RESOLVED; that the City Council of Lilly hereby adopts the Greater Dooly Solid Waste Management Plan 2006-2016.

Adopted and executed in session this 9th day of June, 2009

CITY OF LILLY

ATTEST:



Mayor



City Clerk

RESOLUTION ADOPTING
GREATER DOOLY SOLID WASTE MANAGEMENT PLAN
2006-2016

WHEREAS; the City of Pinehurst, the Cities of Lilly, Unadilla and Vienna, the Towns of Byromville and Dooling and Dooly County have prepared a solid waste management plan in accordance with O.C.G.A. § 12-8-20 as implemented through the Minimum Planning Standards and Procedures for Solid Waste Management promulgated by the Georgia Department of Community Affairs, and

WHEREAS; said document expresses the desires of all jurisdictions in the county to improve the quality of local solid waste management, and

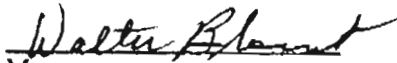
WHEREAS; having satisfactorily completed the mandated regional and state review processes the Greater Dooly Solid Waste Management Plan is ready for adoption and implementation.

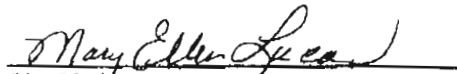
NOW, BE IT THEREFORE RESOLVED; that the City Council of Pinehurst hereby adopts the Greater Dooly Solid Waste Management Plan 2006-2016.

Adopted and executed in session this 3rd day of June, 2009

CITY OF PINEHURST

ATTEST:


Mayor


City Clerk

RESOLUTION ADOPTING
GREATER DOOLY SOLID WASTE MANAGEMENT PLAN
2006-2016

WHEREAS; the City of Unadilla, the Cities of Lilly, Pinehurst and Vienna, the Towns of Byromville and Dooling and Dooly County have prepared a solid waste management plan in accordance with O.C.G.A. § 12-8-20 as implemented through the Minimum Planning Standards and Procedures for Solid Waste Management promulgated by the Georgia Department of Community Affairs, and

WHEREAS; said document expresses the desires of all jurisdictions in the county to improve the quality of local solid waste management, and

WHEREAS; having satisfactorily completed the mandated regional and state review processes the Greater Dooly Solid Waste Management Plan is ready for adoption and implementation.

NOW, BE IT THEREFORE RESOLVED; that the City Council of Unadilla hereby adopts the Greater Dooly Solid Waste Management Plan 2006-2016.

Adopted and executed in session this 9 day of June, 2009

CITY OF UNADILLA

ATTEST:



Charles Reese
Mayor

Barbara Nokes
City Clerk

RESOLUTION ADOPTING
GREATER DOOLY SOLID WASTE MANAGEMENT PLAN
2006-2016

WHEREAS; the City of Vienna, Lilly, Pinchurst and Unadilla, the Towns of Byromville and Dooling and Dooly County have prepared a solid waste management plan in accordance with O.C.G.A. § 12-8-20 as implemented through the Minimum Planning Standards and Procedures for Solid Waste Management promulgated by the Georgia Department of Community Affairs, and

WHEREAS; said document expresses the desires of all jurisdictions in the county to improve the quality of local solid waste management, and


WHEREAS; having satisfactorily completed the mandated regional and state review processes the Greater Dooly Solid Waste Management Plan is ready for adoption and implementation.

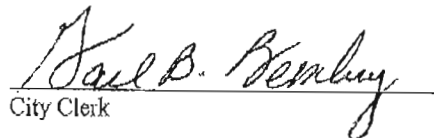
NOW, BE IT THEREFORE RESOLVED; that the City Council of Vienna hereby adopts the Greater Dooly Solid Waste Management Plan 2006-2016.

Adopted and executed in session this 24 day of August, 2009

CITY OF VIENNA

ATTEST:


Mayor


City Clerk

RESOLUTION AUTHORIZING SUBMISSION
DRAFT GREATER DOOLY SOLID WASTE MANAGEMENT PLAN
2006-2016

WHEREAS; Dooly County and the Towns of Byromville and Dooling, and the Cities of Lilly, Pinehurst, Unadilla and Vienna have prepared a draft solid waste management plan in accordance with O.C.G.A. § 12-8-20 as implemented by Minimum Planning Standards and Procedures for Solid Waste Management promulgated by the Georgia Department of Community Affairs, and

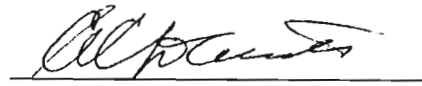
WHEREAS; said document expresses the desire of said local jurisdictions to improve the quality of solid waste management in the community, and

WHEREAS; the minimum public participation requirements of the Minimum Planning Standards and Procedures for Solid Waste Management have been satisfied.

NOW, BE IT THEREFORE RESOLVED; in accordance with specific, applicable provisions of said Minimum Planning Standards and Procedures for Solid Waste Management the Dooly County Board of Commissioners does hereby authorize submission of the draft Greater Dooly Solid Waste Management Plan 2006-2016 to the Middle Flint Regional Development Center for mandated regional and state reviews.

Adopted and executed in session this 8 day of January, 2009

DOOLY COUNTY
BOARD OF COMMISSIONERS


A. C. Daniels, Chairman

ATTEST:


Brenetta C. Childs, County Clerk

RESOLUTION AUTHORIZING SUBMISSION
DRAFT GREATER DOOLY SOLID WASTE MANAGEMENT PLAN
2006-2016

WHEREAS; the Town of Byromville, the Town of Dooling, the Cities of Lilly, Pinehurst, Unadilla, and Vienna and Dooly County have prepared a draft solid waste management plan in accordance with O.C.G.A. § 12-8-20 as implemented by Minimum Planning Standards and Procedures for Solid Waste Management promulgated by the Georgia Department of Community Affairs, and

WHEREAS; said document expresses the desire of said local jurisdictions to improve the quality of solid waste management in the community, and

WHEREAS; the minimum public participation requirements of the Minimum Planning Standards and Procedures for Solid Waste Management have been satisfied.

NOW, BE IT THEREFORE RESOLVED; that in accordance with specific, applicable provisions of said Minimum Planning Standards and Procedures for Solid Waste Management the Byromville Town Council does hereby authorize submission of the draft Greater Dooly Solid Waste Management Plan 2006-2016 to the Middle Flint Regional Development Center for mandated regional and state reviews.

Adopted and executed in session this 8th day of January, 2009

TOWN OF BYROMVILLE

ATTEST:

Kenneth R. Lester
Mayor

Janganyika Mathis

RESOLUTION AUTHORIZING SUBMISSION
DRAFT GREATER DOOLY SOLID WASTE MANAGEMENT PLAN
2006-2016

WHEREAS; the Town of Dooling, the Town of Byromville, the Cities of Lilly, Pinehurst, Unadilla, and Vienna and Dooly County have prepared a draft solid waste management plan in accordance with O.C.G.A. § 12-8-20 as implemented by Minimum Planning Standards and Procedures for Solid Waste Management promulgated by the Georgia Department of Community Affairs, and


WHEREAS; said document expresses the desire of said local jurisdictions to improve the quality of solid waste management in the community, and

WHEREAS; the minimum public participation requirements of the Minimum Planning Standards and Procedures for Solid Waste Management have been satisfied.

NOW, BE IT THEREFORE RESOLVED; that in accordance with specific, applicable provisions of said Minimum Planning Standards and Procedures for Solid Waste Management the Dooling Town Council does hereby authorize submission of the draft Greater Dooly Solid Waste Management Plan 2006-2016 to the Middle Flint Regional Development Center for mandated regional and state reviews.

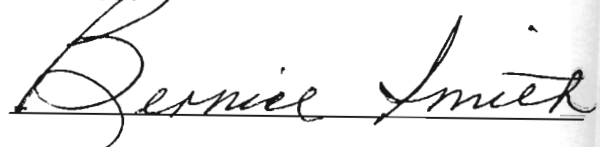
Adopted and executed in session this 12 day of January, 2009

TOWN OF DOOLING



Mayor

ATTEST:



RESOLUTION AUTHORIZING SUBMISSION
DRAFT GREATER DOOLY SOLID WASTE MANAGEMENT PLAN
2006-2016

WHEREAS; the City of Lilly, the Cities of Pinehurst, Unadilla, and Vienna, the Towns of Byromville and Dooling, and Dooly County have prepared a draft solid waste management plan in accordance with O.C.G.A. § 12-8-20 as implemented by Minimum Planning Standards and Procedures for Solid Waste Management promulgated by the Georgia Department of Community Affairs, and

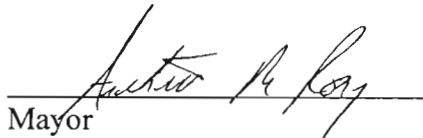
WHEREAS; said document expresses the desire of said local jurisdictions to improve the quality of solid waste management in the community, and

WHEREAS; the minimum public participation requirements of the Minimum Planning Standards and Procedures for Solid Waste Management have been satisfied.

NOW, BE IT THEREFORE RESOLVED; that in accordance with specific, applicable provisions of said Minimum Planning Standards and Procedures for Solid Waste Management the Lilly City Council does hereby authorize submission of the draft Greater Dooly Solid Waste Management Plan 2006-2016 to the Middle Flint Regional Development Center for mandated regional and state reviews.

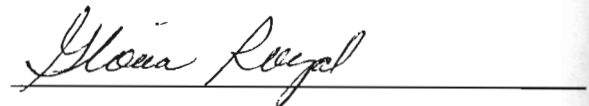
Adopted and executed in session this 13 day of January, 2009

CITY OF LILLY



Mayor

ATTEST:



RESOLUTION AUTHORIZING SUBMISSION
DRAFT GREATER DOOLY SOLID WASTE MANAGEMENT PLAN
2006-2016

WHEREAS; the City of Pinehurst, the Cities of Lilly, Unadilla and Vienna, the Towns of Byromville and Dooling and Dooly County have prepared a draft solid waste management plan in accordance with O.C.G.A. § 12-8-20 as implemented by Minimum Planning Standards and Procedures for Solid Waste Management promulgated by the Georgia Department of Community Affairs, and

WHEREAS; said document expresses the desire of said local jurisdictions to improve the quality of solid waste management in the community, and

WHEREAS; the minimum public participation requirements of the Minimum Planning Standards and Procedures for Solid Waste Management have been satisfied.

NOW, BE IT THEREFORE RESOLVED; that in accordance with specific, applicable provisions of said Minimum Planning Standards and Procedures for Solid Waste Management the Pinehurst City Council does hereby authorize submission of the draft Greater Dooly Solid Waste Management Plan 2006-2016 to the Middle Flint Regional Development Center for mandated regional and state reviews.

Adopted and executed in session this 8 day of January, 2009

CITY OF PINEHURST

ATTEST:

Walter B. Brown
Mayor

Mary Ellen Lucas
City Clerk



RESOLUTION AUTHORIZING SUBMISSION
DRAFT GREATER DOOLY SOLID WASTE MANAGEMENT PLAN
2006-2016

WHEREAS; the City of Unadilla, the Cities of Lilly, Pinehurst and Vienna, the Towns of Byromville and Dooling, and Dooly County have prepared a draft solid waste management plan in accordance with O.C.G.A. § 12-8-20 as implemented by Minimum Planning Standards and Procedures for Solid Waste Management promulgated by the Georgia Department of Community Affairs, and

WHEREAS; said document expresses the desire of said local jurisdictions to improve the quality of solid waste management in the community, and

WHEREAS; the minimum public participation requirements of the Minimum Planning Standards and Procedures for Solid Waste Management have been satisfied.

NOW, BE IT THEREFORE RESOLVED; that in accordance with specific, applicable provisions of said Minimum Planning Standards and Procedures for Solid Waste Management the Unadilla City Council does hereby authorize submission of the draft Greater Dooly Solid Waste Management Plan 2006-2016 to the Middle Flint Regional Development Center for mandated regional and state reviews.

Adopted and executed in session this 13 day of January, 2009

CITY OF UNADILLA

ATTEST:

Chare West
Mayor

Barbara Niles

RESOLUTION AUTHORIZING SUBMISSION

DRAFT GREATER DOOLY SOLID WASTE MANAGEMENT PLAN
2006-2016

WHEREAS; the City of Vienna, the Cities of Lilly, Pinehurst, and Unadilla, the Towns of Byromville and Dooling, and Dooly County have prepared a draft solid waste management plan in accordance with O.C.G.A. § 12-8-20 as implemented by Minimum Planning Standards and Procedures for Solid Waste Management promulgated by the Georgia Department of Community Affairs, and

WHEREAS; said document expresses the desire of said local jurisdictions to improve the quality of solid waste management in the community, and

WHEREAS; the minimum public participation requirements of the Minimum Planning Standards and Procedures for Solid Waste Management have been satisfied.

NOW, BE IT THEREFORE RESOLVED; that in accordance with specific, applicable provisions of said Minimum Planning Standards and Procedures for Solid Waste Management the Vienna City Council does hereby authorize submission of the draft Greater Dooly Solid Waste Management Plan 2006-2016 to the Middle Flint Regional Development Center for mandated regional and state reviews.

Adopted and executed in session this 12 day of January, 2009

CITY OF VIENNA


Mayor

ATTEST:




TABLE OF CONTENTS

Introduction	1
Planning Area	2
Waste Disposal Stream Analysis	5
Local Waste Data	10
Waste Projections	11
Waste Reduction	12
Inventory	12
Assessment	14
Collection	16
Inventory	16
Contingency Strategy	18
Assessment	18
Disposal	20
Inventory	20
Contingency Strategy	20
Assessment	22
Education and Public Involvement	24
Inventory	24
Assessment	24
Land Limitation	25
Natural Environmental Limitations	25
Significant Groundwater Recharge Areas	25
Wetlands	26
Water Supply Watersheds	28
River Corridors	28
Protected Mountains	29
Criteria Limiting Siting Of Solid Waste Facilities	29
Zoning	29
Wetlands	29
Floodplains	29
Airport Safety	29
Military Airspace	30
Significant Groundwater Recharge Areas	30
Fault Areas	30
Seismic Impact Zones	31
Unstable Areas	32
Assessment	33
Required Applicant Procedures Related to Landfill Siting	33
Site Selection Meeting	33
Site Decision Meeting	33
Additional Siting Standards	34

Hydrologic Assessment	34
Plan Consistency	35
Permits for Regional Solid Waste Disposal Facilities	36
Implementation Strategy	39
Report of Accomplishments	43
Attachment A – Collection Capacity Assurance	46
Attachment B – Disposal Capacity Assurance	48
Attachment C – Dooly County Collection Agreements:	51
Byromville	52
Dooling	60
Lilly	68
Pinehurst	76
Unadilla	81
Vienna	89

INTRODUCTION

The Georgia Legislature has determined solid waste management planning by the state and local governments and regional development centers is necessary to; (1) prevent environmental degradation, (2) manage resources, and (3) effectively reduce and manage solid waste. To achieve these ends, the 1990 session of the Georgia General Assembly passed the Georgia Comprehensive Solid Waste Management Act which stipulates that:

1. in order to receive a permit, grant, or loan for a solid waste management facility, each city and county shall develop, or be included in, a comprehensive solid waste management plan,
2. any request for a solid waste handling facility permit, or funding for publicly owned and operated solid waste facilities or equipment must be consistent with the solid waste management plan of all affected local governments.

The Act declares that it is the policy of the State of Georgia to educate and encourage generators and handlers of solid waste to reduce and, to the greatest extent possible, minimize the amount of solid waste through source reduction, reuse, composting, recycling, and other methods, and to promote markets for, and engage in, the purchase of goods made from recycled materials.

The Solid Waste Management Act, as amended, requires each solid waste management plan to meet the following criteria:

1. provide for assurance of adequate solid waste collection capability and disposal capacity within the planning area for at least ten years from the date of plan completion,
2. identify all solid waste handling facilities within the planning area as to size and type, and
3. identify land areas unsuitable for solid waste handling facilities based on environmental and land use factors.

In addition, the Act requires each local government to report annually the progress in meeting statewide solid waste reduction goals, and the costs of solid waste management programs and services within their jurisdiction. The information provided in this annual report must be reasonably consistent with that provided in the local government plan, and solid waste disposal and landfill capacity reports.

PLANNING AREA

Dooly County has a land area of 394 square miles in the northwest quadrant of Georgia's Southern Coastal Plain physiographic province. The community includes six municipalities; Byromville, Dooling, Lilly, Pinehurst, Unadilla, and the largest, Vienna, serves as the seat of county government.

Between 1950 and 2000, the community recorded a net loss of 2,634 residents (-19%). Pinehurst (-29%) and the unincorporated area (-53%) each netted a population loss for the 50-year period; all other jurisdictions recorded some level of increase by the turn of the century.

Unadilla was the only jurisdiction to increase in population with each census, and the only jurisdiction to increase in population during the '80s. The rural proportion decreased with each census.

Population 1950 - 2006							
Jurisdiction	1950	1960	1970	1980	1990	2000	2006*
Dooly County	14,159	11,474	10,404	10,826	9,901	11,525	11,748
Byromville	288	349	419	567	452	415	426
Dooling	-	0	0	139	138	163	166
Lilly	177	136	155	202	195	221	223
Pinehurst	430	457	405	431	388	307	388
Unadilla	1,098	1,304	1,457	1,566	1,620	2,772	2,919
Vienna	2,202	2,099	2,341	2,886	2,708	2,973	2,916
Unincorporated	9,964	7,129	5,627	5,035	4,400	4,674	4,710

* U. S. Census estimate

Source: U.S. Census

Official Census estimates since 2000 indicate low levels of growth in all jurisdictions except Vienna, where small population losses have been estimated almost annually. The community does not experience seasonal fluctuations in population.

Simultaneous with the reported loss of nearly 1,000 residents between 1980 and 1990, the community was credited with an increase of thirty households. This change in number of households was limited to the two largest municipalities; however, as they recorded almost identical increases (± 40). Between 1990 and 2000 there was only one exception to a communitywide increase; Byromville was credited with the loss of a dozen households. For the twenty-year period the community recorded an 11% increase in the number of households; equivalent to approximately 1½ per month.

Households 1980 - 2000			
Jurisdiction	1980	1990	2000
Dooly County	3529	3557	3909
Byromville	159	140	128
Dooling	*	12	54
Lilly	64	54	82
Pinehurst	160	140	145
Unadilla	568	611	655
Vienna	940	978	1068
Unincorporated	1638	1622	1777

* inactive government

Source: U. S. Census

Information presented in the following table reveals the mix of local employment opportunities by industrial sector.

Industrial Mix – Dooly County 2006				
Industry	Number of Firms	Employment		Weekly Wages
		#	%	
Goods-Producing	41	1,317	38.2	\$512
Agriculture, Forestry, Fishing, Hunting	19	108	3.1	\$466
Construction	10	25	.7	\$337
Manufacturing	13	1,184	34.4	\$520
Food manufacturing	*	*	*	*
Apparel	*	*	*	*
Wood Product Manufacturing	*	*	*	*
Chemical	*	*	*	*
Plastics and Rubber Products	*	*	*	*
Fabricated Metal Product	*	*	*	*
Machinery	*	*	*	*
Transport equipment manufacturing	*	*	*	*
Service-Providing	158	1,267	37	\$548
Wholesale Trade	13	128	3.7	\$702
Retail Trade	33	299	8.7	\$430
Transportation and Warehousing	25	227	6.6	\$495
Utilities	*	*	*	*
Finance and Insurance	9	104	3.0	\$1,493
Real Estate, Rental and Leasing	*	*	*	*
Professional, Scientific/Technical Services	5	14	.4	\$436
Management of Companies and Enterprises	*	*	*	*
Administrative and Waste Services	*	*	*	*
Educational Services	*	*	*	*
Health Care and Social Services	14	149	4.3	\$499
Arts, Entertainment and Recreation	*	*	*	*
Accommodation & Food Services	18	142	4.1	\$235
Other Services (excluding government)	25	59	1.7	\$452
Unclassified-industry not assigned	5	9	.3	\$227
Total - Private Sector	204	2,592	75.2	\$529
Total - Government	37	854	24.8	\$531
Local Government	15	520	15.1	\$536
State Government	11	*	*	*
Federal Government	10	53	1.5	\$796
All Industries	240	3,445	100	\$530

* confidential data; cannot be released

Source: Georgia Department of Labor, Employment and Wages 2006

According to the Georgia Department of Labor, in calendar year 2006 the private sector accounted for 75% of local employment (84% statewide). By a slim margin more local workers were employed in Goods-Producing (38%) than Service-Producing (37%) industries. Manufacturing accounted for the largest (34%) individual sector. Statewide, a large majority (66%) of jobs were reportedly in Service-Producing industries.

Largest Private Sector Employers 2006		
Employer	# Employees	Product
Tyson Food Inc	450	poultry slaughtering and processing
Prohealth Resource Group	280	skilled nursing care facility
Roseburg Forest Products	130	plastic laminated particleboard
Pinehills Nursing Center	70	skilled nursing care
Flex-Tec Inc	70	electronic cable and wire harness, lighting equipment
Easter Seals Respite Peer	60	individual and family social services
United Parcel Service	60	parcel delivery service
Mid-Ga. Processing	55	cottonseed oil products, peanut oil, cake and meal
Georgia Pacific Corp	55	plastic materials and resin
Middle Georgia EMC	35	electrical services

employment covered by unemployment insurance, excludes government agencies.

Sources: Harris Infosource; (Georgia Chamber of Commerce),

At the time of the 2000 Census, 2,399 (58%) employed residents worked in the community; another 1,759 (42% of employed residents) commuted to places of employment out-of-county.

Over the past five calendar years (2002-2006) the community's unemployment rate averaged 1.2 percentiles higher than the state rate.

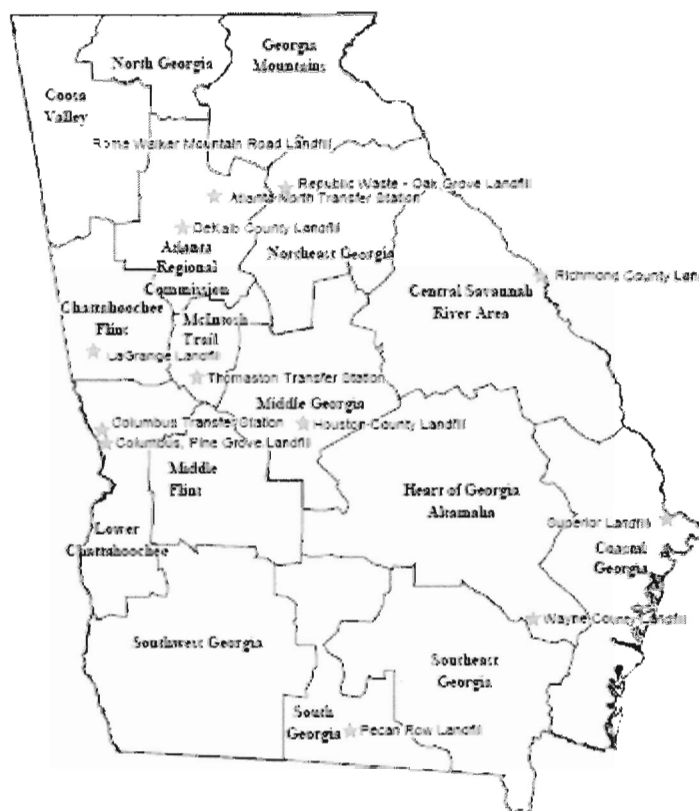
Annual Unemployment Rates					
Jurisdiction	2002	2003	2004	2005	2006
Dooly	5.6	6.1	5.9	6.5	5.9
State	4.8	4.8	4.7	5.2	4.6

Source: Georgia Department of Labor

WASTE DISPOSAL STREAM ANALYSIS

The community lacks the financial and personnel resources necessary to perform a waste¹ characterization study which would clearly delineate the various types of local waste generators (residential, commercial, industrial, etc.), the types of waste they each contribute (paper, plastic, metal, etc.), the volume of waste they each generate, and the proportion each type comprises of the total waste stream. In absence of detailed local data, the community is utilizing the state's most recent (2004) waste characterization study as reported in the Georgia Solid Waste Management Plan, adopted in 2006. The thirteen municipal solid waste landfills included in the survey and their respective locations are highlighted in the following graphic.

Municipal Solid Waste Facilities (13) Included in 2004 State Waste Characterization Survey
Regional Development Center (16) Boundaries



In an effort to use waste information believed to be most reflective of Dooly County, landfill survey data from the more rural regions were reviewed and compared with statewide data. There was such wide variation in waste stream composition even among the rural areas it could not be

¹ Solid waste is any garbage or refuse; sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility; and other discarded material including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and from community activities, but does not include recovered materials; solid or dissolved materials in domestic sewage; solid or dissolved materials in irrigation return flows or industrial discharges that are point sources; or source, special nuclear, or by-product material as defined by the federal Atomic Energy Act of 1954.

determined which most nearly reflected local conditions. Therefore, based on the assumptions that the larger survey universe (thirteen landfills) would mitigate extreme variations in waste stream composition, reduce margins of error and therefore be more reflective of local conditions, composite survey data generated for the state as a whole was utilized for purposes of characterizing the local waste stream. According to the survey, waste was generated statewide by the various sectors in the following proportions:

Reported Waste Disposed Statewide by Sector - 2004		
Sector	Tons	Percentage
Residential	4.7 million	39%
Commercial	3.3 million	28%
Industrial	1.7 million	14%
C&D	1.5 million	12%
Sludge/Bio-solids	.8 million	7%
Total	12 million	100%

Source: Solid Waste Management Plan, State of Georgia-adopted 5/2006

These figures represent the waste disposed in municipal solid waste (MSW)² and construction and demolition (C&D)³ landfills. There were approximately 400,000 additional tons of waste disposed in two industrial landfills, one composting facility and an incinerator, all located in distant parts of the state. In addition, unknown volumes of waste (primarily yard waste) were disposed in inert landfills, in on-site (captive) industrial landfills, in burn barrels, discarded as litter and deposited in unauthorized or illegal dumps.

The focus of this plan is on MSW, as defined in state law; (household and commercial solid wastes), yard waste and C&D waste. This excludes solid waste from mining, agricultural, and silvicultural operations, and industrial processes and operations. MSW accounts for approximately 80% of the state waste stream, minus, of course, the unknown volumes of yard waste, captive waste, etc., mentioned in the preceding paragraph.

The following graphic depicts the types and proportions of waste documented in the state's waste stream, and for present purposes imputed locally, followed by depictions of the component parts, and proportions, of each type of waste.

² Municipal Solid Waste is any solid waste derived from households, including garbage, trash, and sanitary waste in septic tanks and means solid waste from single family and multifamily residences, hotels and motels, bunkhouses, campgrounds, picnic grounds, and day use recreation areas. The term includes yard trimmings and commercial solid waste but does not include recovered materials, or solid waste from mining, agricultural, or silvicultural operations or industrial processes or operations.

³ Construction and demolition waste is waste building materials and rubble resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings and other structures. Such wastes include, but are not limited to, asbestos containing waste, wood, bricks, metal, concrete, wall board, paper, cardboard, inert waste landfill material, and other nonputrescible wastes which have a low potential for groundwater contamination.

Figure 1 – Solid Waste Composition–Georgia 2004

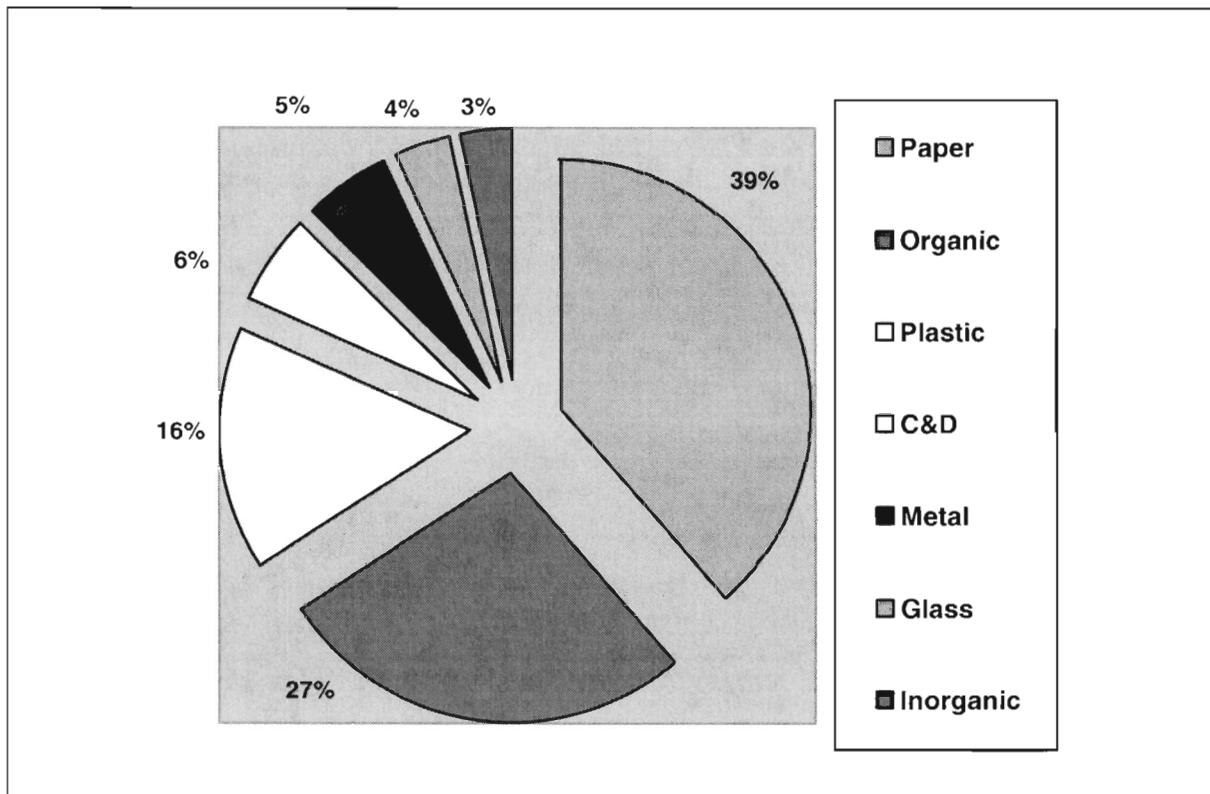


Figure 1.1 Paper Waste Disposed – Georgia 2004

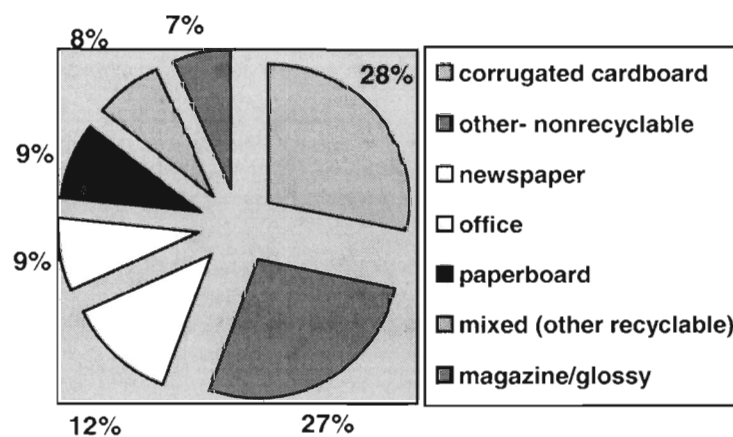


Figure 1.2 Organic Waste Disposed-Georgia 2004

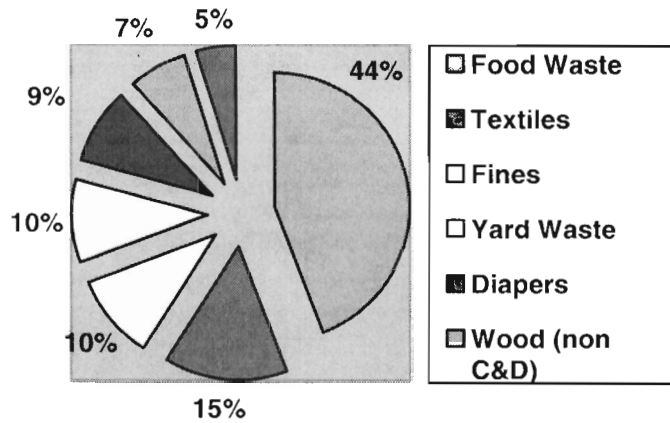


Figure 1.3 Plastic Waste Disposed-Georgia 2004

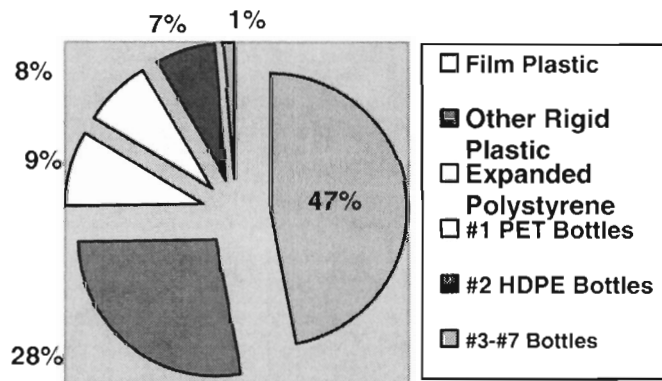


Figure 1.4 C&D Waste Disposed-Georgia 2004

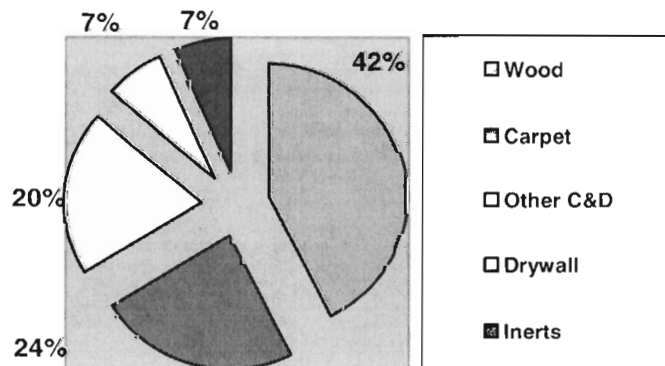


Figure 1.5 Metal Waste Disposed-Georgia 2004

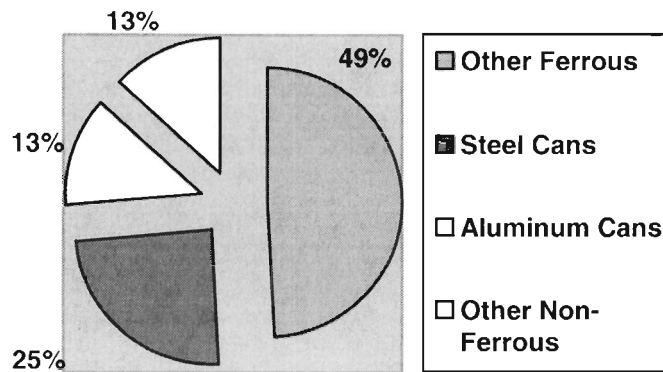


Figure 1.6 Glass Waste Disposed-Georgia 2004

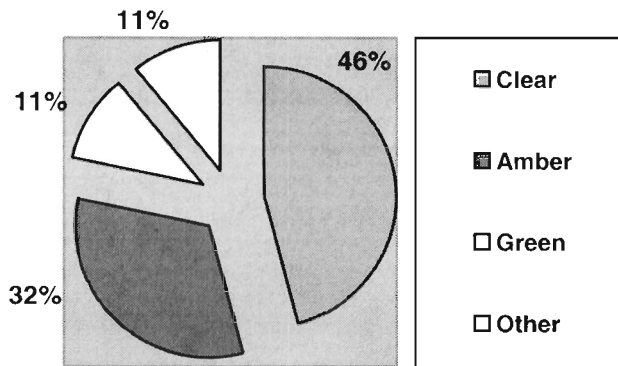
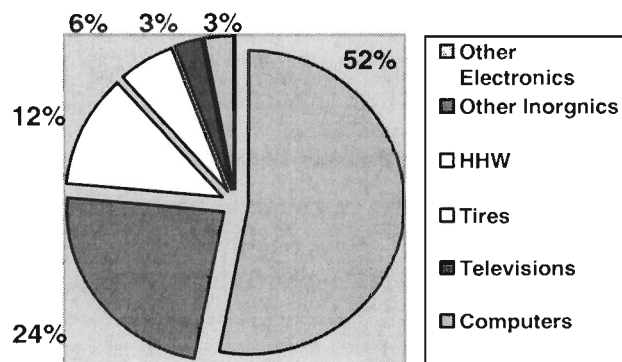


Figure 1.7 Inorganic Waste Disposed-Georgia 2004



According to the survey data presented in Figure 1, paper (39%) and organic wastes (27%) collectively account for two-thirds of the state's waste stream. Closer analysis (Figures 1.1 and 1.2) reveals corrugated cardboard (11%) and food wastes (12%), the largest components of paper and organic wastes, respectively, account collectively for almost one-quarter (23%) of the waste stream.

LOCAL WASTE DATA

Presented in the following table are the community's recent, annual municipal solid waste volumes. Census Bureau annual population estimates are used to estimate the per capita waste generation rates. The state's most recent per capita waste generation rates are presented for reference.

Estimated Per Capita MSW Volume				
Year	Estimated Population ¹	Local MSW Tonnage Annual ²	Local MSW lbs/person/day ³	Georgia MSW lbs/person/day ⁴
2006	11,717	5,614	2.63	not available
2005	11,646	5,622	2.65	not available
2004	11,548	5,645	2.68	6.38
2003	11,543	5,600	2.66	6.38
2002	11,576	5,537	2.62	6.05

¹ annual population estimates of U.S. Census Bureau

² Dooly County Solid Waste Department reports; inclusive of C&D

³ based on 365 day year

⁴ Solid Waste Management Plan, State of Georgia adopted May 3, 2006-waste generated in-state

Local waste generation has been consistent in recent years; annual tonnage varied by only two percent between the high and low volumes during the period. Estimated population varied by a fractionally smaller percentage. Although the state per capita generation rate was unchanged for the two most recent years of available data, the decade-long trend has been an overall increase from the 5.5 lbs. recorded in 1994.⁴ The data presented in the preceding table indicates the state generation rate increased by .33 pound per-capita; local data indicates a .06 pound variation between the high and low rates over the period presented. Based on this data, the community's solid waste disposal rate aggregated over the five-year period was 2.65 lbs. per capita per day; $\pm 43\%$ of the state's three annual rates presented above.

The data show clearly that local waste generation per capita is significantly below the statewide rate. Relative to the most recent state data available, the community's daily per capita generation rate over the most recent five-year period was ± 3.5 lbs. lower. While cursory review of the current low rate gives cause to question accuracy of the data, a regional history of low per capita generation rates, relative to the state, lends credibility to the recent statistics.

Review of the community's previous solid waste management plan (September, 1993) revealed the local rate was ± 2 lbs. below the state rate. The recorded per capita rates of surrounding counties were very similar to Dooly. The community's historically high poverty rate yields significantly less

⁴ Solid Waste Management Plan, State of Georgia adopted May 3, 2006

disposable income for impulse and non-essential purchases, and is a contributing factor to lower waste generation. The 2000 Census reported 18% of local families and 22% of individuals were living at or below the poverty level. These rates statewide were 9% and 13%, respectively. Increasing numbers of affluent residents (primarily) in north Georgia contributes to increasing per capita generation rates, further distancing Dooly from the statewide average

The Big Pig Jig, Georgia's annual state barbecue cooking championship, is the community's largest event, attracting several thousand visitors. The waste generated during this weekend event accounts for approximately one percent of the community's annual total, and is the community's largest fluctuation in waste volume.

Within the past half-century (1956-1999) the community has experienced one dozen tornadoes; the only disasters to generate waste volume of significance. The two largest of these events caused damages estimated at \$2.5M (Unadilla-1961) and \$10M (Vienna-1999). Current values (2006) of these damages are approximately \$17M and \$12M, respectively. The majority of damage resulting from such a storm occurring today would be disposed in a landfill.

Despite these updated values, the sparse level of development in the community serves to limit the volume of waste that would be generated by a disaster. The local population density is 21% (29persons/square mile) of the state level, and housing unit density is 20% (<12units/square mile) of statewide housing density. Development is most heavily concentrated in Unadilla and Vienna; collectively accounting for <3% of the community's area. Over 90% of the community's land area is in agricultural production or forest.⁵

WASTE PROJECTIONS

A straight-line application of the highest recent (2002-2006) per capita waste generation rate (2.68) is used in the following projection.

Waste Projections 2007-2016									
Year	Population Estimate/ Projection ¹	p/p/d ²	lbs./ day	Annual Tonnage ³	Year	Population Estimate/ Projection ¹	p/p/d ²	lbs./ day	Annual Tonnage ³
2000	11,525	2.68	30,887	5,637	2011	11,910	2.68	31,919	5,825
2006	11,717	2.68	31,402	5,731	2012	11,945	2.68	32,013	5,842
2007	11,592	2.68	31,067	5,670	2013	11,980	2.68	32,106	5,859
2008	11,805	2.68	31,637	5,774	2014	12,015	2.68	32,200	5,877
2009	11,840	2.68	32,731	5,791	2015	12,050	2.68	32,294	5,894
2010	11,875	2.68	31,825	5,808	2016	12,085	2.68	32,388	5,911

¹ 2000 - U. S. Census; 2006, 2007 - U. S. Census estimates; 2008-2016 derived from Greater Dooly Comprehensive Plan 2006-2026

² aggregated average daily waste volume reported for period 2002-2006

³ based on 365 day year

⁵ Greater Dooly Comprehensive Plan

WASTE REDUCTION

INVENTORY

Recycling/Reduction

The county maintains an unmanned convenience station at the public works department near the geographic center of the community for drop-off of residential and commercial white goods and scrap iron. A recycler⁶ collects this material and pays the county the current market rate for the materials; no weight or volume data is maintained. The county also maintains an agricultural pesticide container-recycling program on the site. A recycler⁷ chips the containers with company equipment and transports the plastic chips out-of-county for processing into consumables. The county does not receive compensation for recyclable value. No weight or volume data is maintained.

Because of very small populations,⁸ there are not any public initiative reduction/recycling activities in Byromville, Dooling, Lilly or Pinehurst.

Unadilla provides call-response collection of white goods and brown goods for a \$25 fee. These items can be dropped-off at the city maintenance facility for a \$15 fee. A contractor⁹ hauls the material (\$135/load plus landfill tipping fee) for proper disposal out-of-county. The city does not receive any compensation for any recyclable value of the white goods and no weight records are maintained.

Vienna assesses a volume-based user fee for call-response, curbside collection of white goods and brown goods. These materials are stored in a waste container on a city site for pick-up by a contract waste hauler¹⁰ for transport and proper disposal out-of-county. The city is not compensated for salvageable white goods; no volume records are maintained.

Keep Vienna Beautiful (KVB) collects telephone books and assists with the Easter Seals-sponsored newspaper recycling program. KVB is working with the high school to place recycling receptacles for inkjet cartridges, paper and aluminum cans. Dooly County Elementary/Middle School recycles toner bottles.

There are two grocery stores in the community; one each in Unadilla and Vienna. The Unadilla grocer recycles approximately one ton of cardboard weekly. The baled material is picked up either by a recycler or backhauled by a franchise vehicle directly to a recycling facility out-of-county. The Vienna grocer has been recycling cardboard for twenty years. Approximately 1,700 pounds are baled weekly and delivered to a local drop-off site for subsequent pick-up and transport out-of-county by a recycler.

The 104-bed nursing home in Byromville has recyclable paper collected weekly.

⁶ Crowder Recycling, 901 Geddy Road, Tallahassee, FL. 32304

⁷ USAg Recycling, 18330 Penick Road, Waller TX. 77484

⁸ 2000 Census populations; 415, 163, 221 and 307, respectively

⁹ McGalliard Waste Services, Route 3 Box 4320, Hawkinsville, Ga.

¹⁰ Veolia Environmental Services, 1101 Hawkins Street, Valdosta

There are not any other collection programs known to be in place for recyclables, e.g., buy-back centers, recovered materials processing facilities, green box sites, etc. Neither are there any financial incentives,¹¹ waste audits, waste exchanges, or current industrial process changes in the community.

Waste reduction activity is essentially limited to reuse of file folders by local government (and businesses), and passing unused clothes between families and collection of unused clothes by churches. At this writing, an auxiliary is being organized through the volunteer fire departments to collect unused clothes, and the activity is being added to the KVB annual work program.

Yard Debris

Dooly Solid Waste provides curbside collection of yard debris (bagged leaves and limbs) on a call-response basis; \$65 per load plus landfill tipping fee, currently \$22.50. There are very few calls for this service. Some of the smaller cities do occasionally request removal of this material collected/accumulated by the city. "Cleaner" loads of such debris are transported to Dooly State Prison where the waste is chipped and, along with food waste from the 1,250 inmate facility, applied as a soil amendment on the prison farm. Debris not converted to mulch is transported to the Middle Georgia Regional Solid Waste landfill in neighboring Macon County for proper disposal on site.¹² Weight records of yard debris are not maintained. Yard debris is not collected if mixed with household waste. There is not any other organized composting/mulching activity in the community.

Byromville collects small limbs placed at curbside; there is not a user fee. The city does not pickup leaves. Accumulated material is retained on a city site until the volume is sufficient for call-response collection by Dooly Solid Waste (3-4 times per year). Neither Dooling nor Lilly provide any type of yard debris collection. Pinehurst collects bagged leaves and small limbs at curbside; there is no user fee. Residents are responsible for disposal of loose (unbagged) leaves and larger limbs. In Unadilla, municipal personnel provide call-response collection of limbs with dimensions no greater than 4' long and 4" in diameter; there is no user fee. This waste material is transported to Dooly State Prison for chipping and use as a soil amendment on the prison farm. Unadilla does not handle any leaves; bagged leaves are collected by Dooly Solid Waste at curbside. City residents are responsible for disposal of loose leaves and limbs with larger dimensions. Vienna provides scheduled, curbside collection of bagged leaves and small limbs. There is no user fee for this service. Residents are responsible for disposal of loose leaves and large limbs.

Special Management Items

Keep Vienna Beautiful has sponsored one electronic recycling event and plans to make it an annual program. As previously described, white goods are collected for recycling. The community does not have any programs addressing household hazardous waste, batteries or tires. Auto parts retailers offer rebates for the cores of lead acid batteries; a private sector incentive which reduces the chance of improper disposal. Tire dealers assess a disposal fee to cover the cost of recycling tires. State-permitted haulers collect used tires from local retailers and transport them to recycling facilities located out-of-county.

¹¹ The City of Vienna does waive user fees during an annual city wide spring cleanup

¹² Dooly is a member of the three county landfill authority

Summary of Waste Reduction Activities		
Entity	Materials	Volume
automotive retail/service	car batteries	no data available
	automobile tires	no data available
Easter Seals/KVB	newspaper	no data available
households ¹	beverage containers (aluminum)	no data available
	newspaper	no data available
	plastics	no data available
	clothing (reused)	no data available
	compost	no data available
local governments	double-sided printing, copying	no data available
	file folders (reused)	no data available
	white goods	no data available
KVB	telephone books	no data available
	electronics (computers, cameras)	no data available
Dooly Solid Waste	pesticide chemical containers (PET)	no data available
	yard debris*	no data available
	scrap iron*	no data available
Unadilla	yard debris*	no data available
elementary/middle/high school/KVB	toner bottles/ink jet cartridges	no data available
	paper	no data available
	notebooks	no data available
	file folders (reused)	no data available
Pinehill Nursing Home	office paper	no data available
grocery stores (2)	corrugated cardboard	±3,700 lbs. weekly
Dooly State Prison	food waste	no data available

¹ voluntary activity, not organized

* not MSW

ASSESSMENT

The inventory revealed community involvement in reducing/recycling numerous components of the waste stream, though generally lacking volume data. The fluctuating and generally unfavorable markets for recyclables, and the smaller volumes generated in rural communities like Dooly make it very difficult to sustain an efficient waste reduction/recycling program.

The two most common waste types in the waste stream statewide are paper and organic materials; reportedly accounting collectively for two-thirds of the typical waste stream.¹³ Corrugated cardboard is the largest (28%) recyclable component of paper waste, and food waste is by far the most common (44%) component of organic waste.¹⁴ Cardboard is credited with 11% of the waste stream statewide, and food waste another 12%. Imputing these state averages to the local waste stream, they collectively account for ±23% of the total volume.

¹³ Georgia Solid Waste Management Plan 2006, Table 2-6

¹⁴ Georgia Solid Waste Management Plan 2006, Table 2-6

The community's largest generators of corrugated cardboard (two grocers) have been actively engaged in recycling programs for several years, and collectively divert approximately 100 tons of the material from landfill disposal annually.¹⁵ When the county operated a local landfill some cardboard (and other) recyclables were retrieved manually from the general waste stream. In absence of a local landfill such material must now generally be separated from the waste stream prior to collection for recycling to occur. The convenience stores located around the community are, collectively, believed to offer the greatest potential for additional waste reduction/recycling of corrugated cardboard.

The community's single largest generator of food waste is Dooly State Prison. Daily food waste from an inmate population of 1,250, ten percent of total community population, is applied to the prison farm as a soil amendment. The other institutional generators of food waste in the community are the 104-bed nursing home in Byromville, public schools (elementary/middle and high), one private school in Pinehurst and the county jail facility.

- GOAL 1: Increase the volume of solid waste diverted from the landfill
- NEED 1.1: Increase awareness of existing waste reduction/recycling activities/opportunities
 - NEED 1.2: Identify the volume of corrugated cardboard yet available for recycling
 - NEED 1.3: Increase the volume of institutional food waste diverted from landfill disposal
 - NEED 1.4: Promote composting of household food waste

¹⁵ assumed to be $\pm 2\%$ of the local annual waste stream

COLLECTION

Dooly Solid Waste has performed weekly collection of household waste placed at curbside since October, 1995. Separate, twenty-five year contracts providing for this service between the county and each municipality expire 12/31/2020 (Attachment A-capacity assurance; Attachment C-agreements). The county currently provides and services approximately 1,490 household containers for municipal residents and 2,250 containers for residents of the unincorporated area. Residents of the unincorporated area are assessed a \$13.00 monthly user fee for collection, transport and disposal. Municipal residents are billed \$10.50 monthly from their respective city halls, inclusive of a \$1.00 bill handling fee. Fuel prices are necessitating a rate increase effective January, 2009.

2007 Collection and Disposal Costs Municipal Solid Waste			
Jurisdiction	MSW	Jurisdiction	MSW
Byromville	\$23,184	Unadilla	\$97,146
Dooling	\$7,308	Vienna	\$135,442
Lilly	\$8,316	Dooly County	\$231,192
Pinehurst	\$15,876	-	

Source: Dooly Solid Waste

With very few exceptions, Dooly Solid Waste also collects the commercial and industrial waste streams throughout the community. Approximately 225 containers are used to service these establishments. Commercial and industrial fees vary on the basis of volume and/or frequency of collection.

Dooly Solid Waste provides curbside collection of yard debris on a call-response basis for a user fee. The few calls received for this service are most often from some of the smaller cities which collect and hold the material for removal by county personnel. Byromville collects small limbs at curbside; it does not handle leaves. Neither Dooling nor Lilly collect any yard debris. Pinehurst charges a user fee for municipal collection of bagged leaves and small limbs. Unadilla municipal personnel provide curbside, call-response collection of limbs; there is no user fee. Unadilla does not handle any leaves. Vienna provides scheduled, curbside collection of bagged leaves and small limbs. There is no user fee for this service. There are no records of the volume of yard debris collected in the community.

Dooly Solid Waste provides call-response, curbside collection of white goods for a user fee. Residents can drop-off these items at the public works site near the center of the community. These materials are held for a private waste hauler to transport out-of-county for recycling or proper disposal. Byromville, Dooling nor Lilly offer any brown goods or white goods collection. Pinehurst offers call-response, curbside collection of brown goods and white goods and transport to the Middle

Georgia Regional Solid Waste transfer station in neighboring Macon County for a user and landfill tipping fee. As of January 2009, Unadilla replaced Dooly Solid Waste as the provider of call-response collection of white goods and brown goods for a \$25 user fee. Residents can drop-off these items at the city maintenance facility for \$15. A contractor¹⁶ hauls these materials out-of-county (for a \$135/load container and hauling fee plus landfill tipping fee) for proper disposal out-of-county and the salvage value of any recyclables. Vienna provides scheduled, curbside collection of white goods and brown goods for a volume-based user fee. These materials are stored in a waste container on a city site for pick-up by a contracted waste hauler for transport and proper disposal out-of-county.¹⁷

Inventory of Collection Equipment	
Dooly County	Condition
2007 Mack garbage truck	New
2006 Ford garbage truck	New
1999 Mack garbage truck	Good
1998 International garbage truck	Good
1997 knuckle-boom loader	Good
1996 Ford garbage truck	Good
1996 Ford garbage truck	Good
1995 Mack garbage truck	Good
Byromville	Condition
1993 dump truck	Fair
Pinehurst	Condition
2005 dump truck	Good
Vienna	Condition
2005 knuckle-boom loader	Good
1984 dump truck	Fair

A few large volume generators of construction and demolition (C&D) waste contract with a private hauler for roll-on/roll-off container service. While there may be one/some hauler(s) the county is not aware of providing this service, the vast majority (if not all) of this material is handled by one contractor.¹⁸ The same contractor(s) may also service the industrial waste collection needs of a limited number of local industries. County officials have discussed providing C&D service, but the solid waste department is not currently equipped to handle large volume C&D waste containers.

Residents may take white goods and scrap metal wastes to the unmanned convenience station located at the public works complex near the geographical center of the community. There are not any topographic features to impede collection; all geographical areas of the community are served and are easily accessible.

¹⁶ McGalliard Waste Services, Route 3 Box 4320, Hawkinsville, Ga.

¹⁷ Veolia Environmental Services, 1101 Hawkins Street, Valdosta, GA

¹⁸ Veolia Environmental Services, 1101 Hawkins Street, Valdosta, GA.

Littering is the only illegal dumping activity in the community; no unlawful dumps were identified. Vienna is the only local jurisdiction with a litter ordinance.

CONTINGENCY STRATEGY

Before converting to countywide, residential curbside collection in 1995, Dooly Solid Waste maintained a system of 4 cubic yard green boxes distributed throughout the rural area. These same size containers are presently used for commercial and industrial customers. The small supply of these containers maintained by the county as replacements could be used in event of a small-scale general emergency.

The state agency regulating solid waste activities has issued collection permits to ±seventy entities located within approximately sixty miles of Dooly County. Perhaps as many as a dozen of these are commercial entities that may cross county lines to collect municipal solid waste. There are another four large-volume, state-permitted waste haulers located beyond the sixty mile radius collecting MSW in counties around Dooly. These entities would likely be among the first to be contacted for procurement of solid waste collection and hauling services in the event of a major emergency.

In the event an emergency situation necessitated procurement of alternative municipal waste collection services, Dooly County, as the current provider household waste collection throughout the community, will employ any one/combination of the following options as conditions warrant:

1. employ emergency procurement procedures to secure an interim/permanent waste hauler and re-establish collection service; timeframe < seven days
2. employ emergency procurement procedures to secure (via purchase or rental) appropriate collection vehicle(s) and equipment for operation by local forces, and re-establish collection service; timeframe < seven days
3. utilize services of the Georgia National Guard resulting from a declaration of emergency by the governor; timeframe < seven days

In the event there is need to inform the public of emergency changes in collection, the county will employ any combination of local radio and/or television broadcasts, the weekly newspaper, internet web site and direct mailings.

ASSESSMENT

Consolidation of all local jurisdictions into one municipal waste stream has facilitated an efficient collection system which is working well for the community and without subsidy from other government funds. This current service agreement expires December 31, 2020. The county has a lengthy history in all phases of solid waste management and resources are sufficient to maintain a high level of performance. Nevertheless, as sole provider of MSW collection in the community, the county should develop the necessary structure/procedures to immediately procure alternative collection services if for any reason the current method of collection cannot be maintained, either temporarily or permanently. In normal times interrupted collection of brown goods, white goods

and yard debris is not as critical as collection of MSW, but the nature of any given emergency could be such that the inability to remove limbs could impede/prevent delivery of essential services. For this reason the municipalities, especially Pinehurst, Unadilla and Vienna, should also develop the necessary structure/procedures to immediately procure alternative collection services if for any reason current methods of collection can not be maintained.

GOAL 1: Maintain the method of collection most advantageous to the respective constituencies

NEED 1.1: Maintain current MSW collection/transport/disposal agreement set to expire 12/31/2020.

GOAL 2: Develop emergency procedure(s) for quickly securing alternative waste collection service(s) (municipal and yard debris) if for any reason the method(s) currently in use cannot be maintained

NEED 2.1: Write and adopt emergency procurement policies

DISPOSAL

Lacking the federally mandated liner required for continued use, the county closed its municipal solid waste landfill June 30, 1998. The local waste stream was then transported to the Houston County landfill. Upon the opening (2006) of a transfer station by the Middle Georgia Regional Solid Waste Landfill, the local waste stream was diverted to this site in neighboring Macon County.¹⁹ The Authority has not yet exercised its option to open a MSW landfill, so municipal waste from Dooly County passing through the transfer station is currently being transported by the Authority to a commercial landfill in Bibb County, reported to have approximately four years of capacity remaining.²⁰

The numerous recyclables collected locally are transported out-of-county for processing; yard debris is converted to mulch at the state prison or disposed out-of-county.

There are not any thermal treatment, waste-to-energy, refuse-derived fuel, wood waste incinerators, tire-derived fuel, co-firing industrial boiler, tire mono-fill, or other type disposal/processing facilities, publicly- or privately-owned, current or (to local government knowledge) being planned for the community. Neither is there any state-permitted inert landfill operating in the community.²¹

CONTINGENCY STRATEGY

According to the state regulatory agency's database, there are ten MSW landfills located within a ±sixty mile radius of Dooly County with at least ten years capacity remaining. Seven of these facilities do not accept waste from out-of-county, and consequently are not considered potential contingent or emergency disposal sites. Three landfill sites within the sixty mile radius which reportedly do receive waste from out-of-county or would consider requests for disposal space are identified in the following table. It is believed that, in an emergency, interim arrangements for proper disposal could be arranged within seven days with at least one of these identified landfills. Such an interim disposal agreement would provide the time necessary to make long-term arrangements for proper disposal.

Municipal Solid Waste Landfills* Within ±60 miles of Dooly County						
County	Permit Number	Facility Name	Facility Type	Dominion	Average Daily Tons	Estimated Years Remaining
Crisp	040-008D(MSW)	Crisp Co-US 41S	MSW	Public	172	100+
Houston	076-020D(SL)	Houston Co Klondike	MSW	Public	492	15
Taylor	133-003D(SL)	Veolia Env. Svc. Taylor Co. Landfill	MSW	Commercial	2400	56

* Lined landfills with >10 years capacity remaining and receiving waste generated out-of-county

Source: Georgia Department of Natural Resources, List of 2007 Landfill Remaining Capacity, revised Feb. 2008

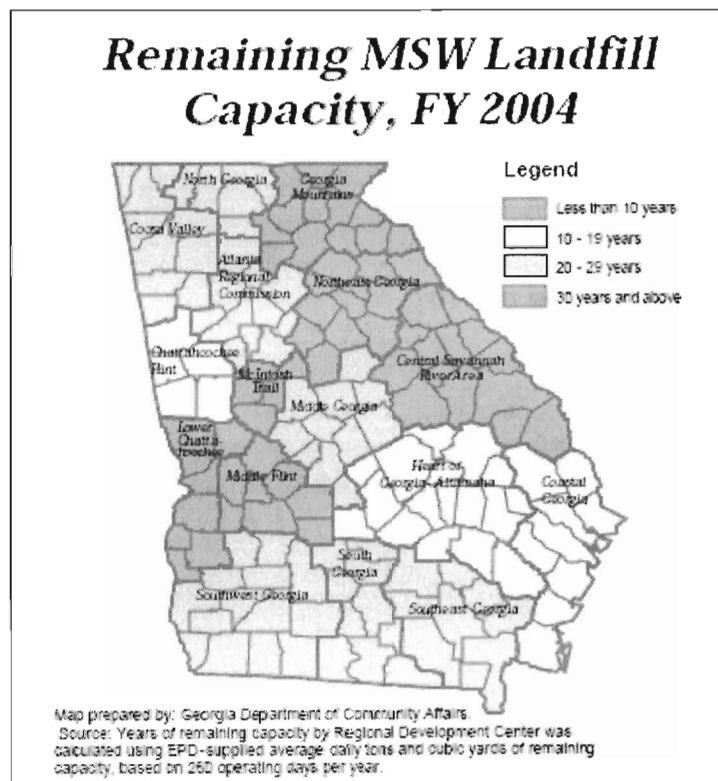
¹⁹ Dooly is one of three member counties of the regional authority currently operating a transfer station and C&D landfill on the site.

²⁰ Georgia EPD

²¹ Georgia EPD

The community has three additional potential long-term disposal options not reflected in the preceding table. The commercial landfill in Bibb County currently receiving the local waste stream has significant adjoining acreage. The owner will be applying for a permit to expand the existing landfill prior to depletion of current capacity, \pm four years. The landfill in adjoining Houston County is reported to have fifteen years capacity remaining. Dooly terminated a multi-year disposal agreement with Houston in 2006, on good terms, and diverted the local waste stream to the Middle Georgia Regional Solid Waste transfer station. The significance of this is that Houston owns two thousand acres adjacent to the current landfill; purchased for the specific purpose of landfill expansion, as needed. The Middle Georgia Regional Solid Waste Management Authority owns a MSW and C&D site permit in Macon County, another contiguous jurisdiction. At this writing, only the transfer station and C&D disposal site are in operation, with MSW passing through the transfer station being transported to a commercial MSW landfill in Bibb County. Whenever tipping fees at other landfills increase to the point that the waste stream captured by the Authority can be deposited on site at less cost, the Authority will seek permitting authority for MSW cell development on-site.²²

As the following graphic depicts, Dooly County is in an area of the state where excess MSW disposal capacity is commonplace.



²² Although the site has been permitted for a MSW landfill, a disposal permit has not been sought.

The following table reveals remaining disposal capacities of two nearby C&D landfills, including the community's current disposal site, Macon County. Another site not included is Crisp County. The state regulatory agency credits this site with a century of capacity remaining. Crisp currently disposes of C&D material in the lined MSW facility but is pursuing a C&D landfill permit.

<p style="text-align: center;">C&D Landfills* Within ±60 miles of Dooly County 2007</p>						
County	Permit Number	Facility Name	Facility Type	Dominion	Average Daily Tons	Estimated Years Remaining
Bibb	011-018D(L)	Swift Creek Landfill	C&D	Commercial	12	64
Houston	076-024D(C&D)	Houston Co Klondike	C&D	Public	173	32
Macon	094-009D(MSW)	Middle GA. Regional	C&D	Public	56	17

* with >10 years capacity remaining

Source: Georgia Department of Natural Resources, List of 2007 Landfill Remaining Capacity, Revised Feb 2008

In the event there is need to inform the public of emergency changes in disposal, the county will employ any combination of local radio and/or television broadcasts, the weekly newspaper, internet web site and direct mailings.

ASSESSMENT

The community is well positioned for long-term disposal of MSW, C&D and inert waste. For solid waste planning purposes current state regulations require local governments to have assurance of at least ten years disposal capacity. Attachment B includes assurances from the current landfill disposal site (±4 years disposal capacity remaining) and another commercial landfill credited by the state regulatory agency with more than a half-century of disposal capacity remaining. In addition, the regional solid waste authority of which the county is a member has an unopened MSW landfill designed with thirty+ years of disposal capacity for the three member counties. Cells for C&D and inert waste and a transfer station are presently operating on site.

Two primary disposal needs were identified; development of emergency procurement procedures to expedite selection of alternative disposal sites in the event need were to arise, and identification of potential sites for temporary storage of inert materials resulting from a disaster. For the sake of convenience, the community should also investigate economic options for local disposal of yard debris, e.g. inert landfill.

- GOAL 1: Maintain the capability to provide for adequate and proper disposal of the local waste stream under both normal operating and emergency conditions
- NEED 1.1: Secure a disposal agreement, either directly or indirectly through the Middle Georgia Regional Solid Waste Management Authority, with a state-approved MSW landfill prior to expiration of the permit at the current disposal site.
 - NEED 1.2: Write and adopt emergency procurement policies, as appropriate
 - NEED 1.3: Identify potential holding sites for temporary storage of inert debris resulting from natural or man-made disaster
 - NEED 1.4: Investigate cost-effective options for disposal of yard debris

EDUCATION AND PUBLIC INVOLVEMENT

INVENTORY

Keep Vienna Beautiful is the only organized environmental education entity in the community. KVB-sponsored activities include citywide clean-up events, Adopt-A-Mile, clothing drives, electronics recycling events, and distribution of environmental education materials to local schools. Expansion of the Adopt-A-Mile program is anticipated as the result of increased participation, and at this writing KVB is working with the high school to place recycling receptacles for inkjet cartridges, paper and aluminum cans. KVB assists with a newspaper recycling program sponsored by Easter Seals. Active support from Easter Seals, Flint Humane Society, the Dooly County Chamber of Commerce and a few rural residents and donations leverage the KVB budget provided by the City of Vienna.

ASSESSMENT

The City of Vienna is the only local jurisdiction active in waste education activities. Its funding of Keep Vienna Beautiful provides an important environmental and community service. It is important that funding be maintained to ensure no decrease in program viability. Program outreach should encompass an expanded sphere of waste reduction and recycling, and utilize available technology to better inform and educate the community how to incorporate good stewardship into their individual and corporate lives.

GOAL 1: Increase public awareness of waste reduction/recycling opportunities

NEED 1: Continue outreach into schools

NEED 1.1: Secure source reduction information for local distribution

GOAL 2: Provide expanded/additional waste reduction/recycling opportunities

NEED 2.1: Determine the feasibility of, and potential for, increasing:

corrugated cardboard recycling

composting food waste

NEED 2.2: Countywide Keep America Beautiful program

LAND LIMITATION

Applicants desiring to locate any solid waste handling facility in the community should refer to the following land limitations (as updated), as well as any additional land limitation restrictions that may apply in the future.

NATURAL ENVIRONMENTAL LIMITATIONS

Significant Groundwater Recharge Areas

Groundwater recharge is the process by which precipitation, primarily in the form of rain, infiltrates soil and rock to add to the volume of water stored in pores and other openings within them. Aquifers are soils or rocks that will yield water to wells. Recharge areas are among those regions in Georgia likely to have the greatest vulnerability to pollution of groundwater from the surface and near surface activities of man. As the following graphic reveals, virtually all of the community's land area overlies a portion of the state's significant groundwater recharge area. The major exceptions are areas proximate and parallel to major creeks/streams and the Flint River, and the extreme southeast corner of the county. Within significant recharge areas new sanitary landfills must have synthetic liners and leachate collection systems, facilities performing land disposal of hazardous wastes shall not be permitted, treatment-storage-disposal of hazardous waste must be on an impermeable pad with spill/leak collection, above-ground chemical/petroleum storage tanks (660+ gals) shall have secondary containment, agriculture waste impoundment sites shall be lined, and homes and mobile home parks served by septic tank/drain field systems shall have additional minimum lot limitations. The community will address groundwater recharge area protection ordinances once the state has completed review/revisions to current environmental planning criteria. Applicable state environmental regulation can be found at 391-3-16-.02.

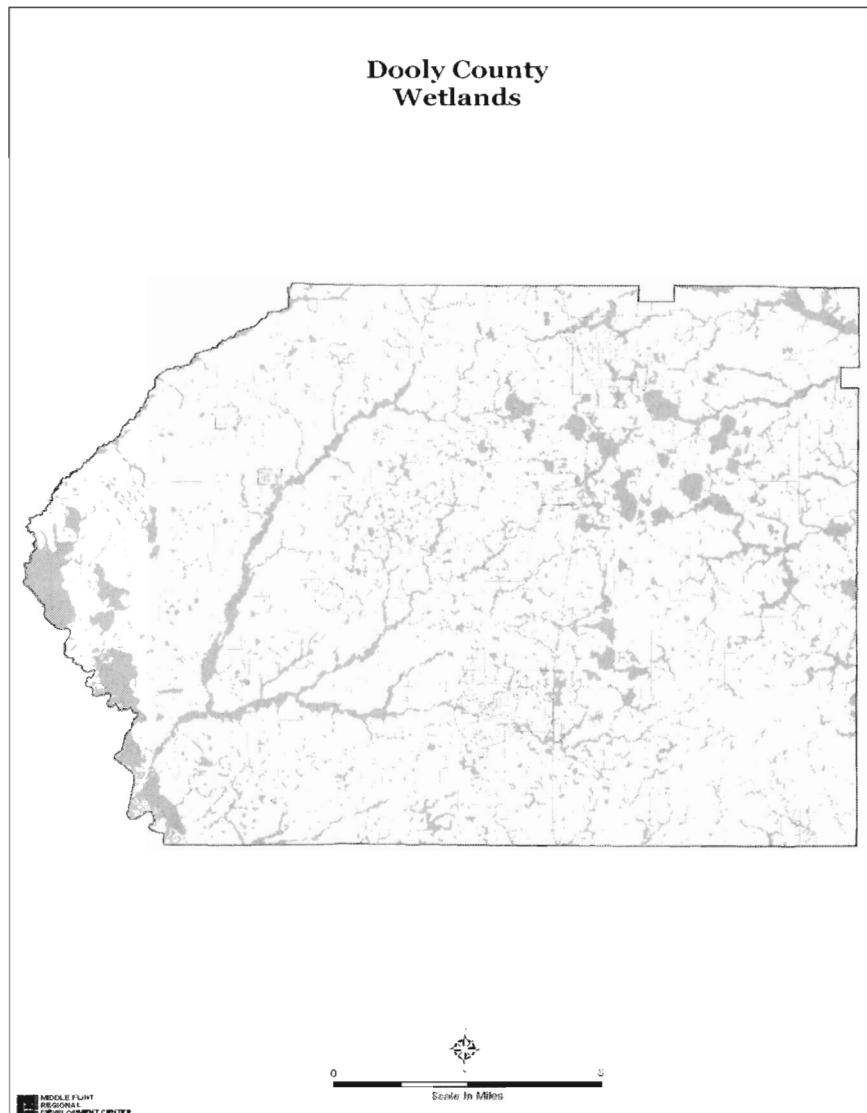
Dooly County Significant Ground Water Recharge Area



Wetlands

Wetlands are defined as areas inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes and bogs. This natural resource accounts for approximately 27 percent of the community's total land area, and is, of course, heavily concentrated along creeks (graphic below). Section 404 of the Clean Water Act provides a federal permit process that may allow activities in wetlands after a public interest review. Most activities in wetlands will require a Section 404 permit from the U. S. Army Corps of Engineers. If wetlands are altered or degraded, mitigation

of offset losses will be required as a condition of a Section 404 permit. Under current federal policy, alterations or degradations of wetlands should be avoided unless it can be demonstrated there will be no long-term adverse impacts or net loss of wetlands. Section 401 of the Clean Water Act requires certification by the State of any permit issued under Section 404. Other state and federal laws are also applicable to wetlands and wetlands protection. The community will address wetland wetlands protection ordinances once the state has completed review/revisions to current environmental planning criteria. Applicable state environmental regulation can be found at 391-3-16-.03.

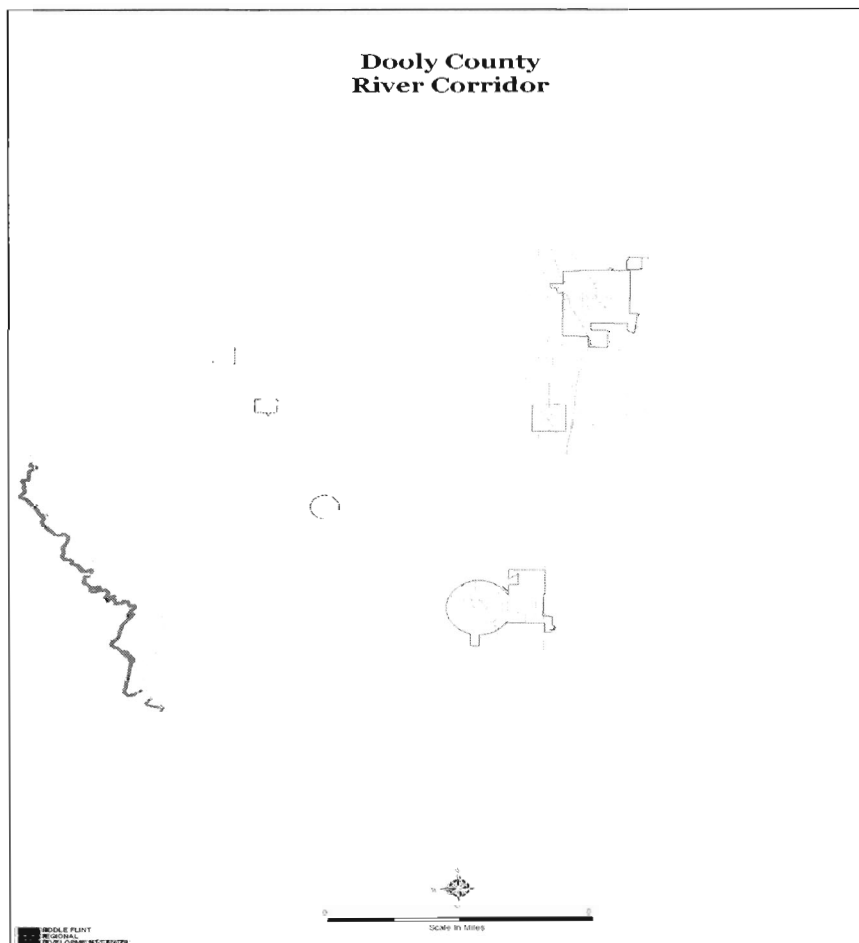


Water Supply Watersheds

A water supply watershed is the area of land upstream of a government-owned public drinking water intake. There is not a governmentally-owned public drinking water intake (or water supply reservoir) or water supply watershed in the community. Neither is the community itself within a water supply watershed. Located in the Southern Coastal Plain, the community's water supplies are withdrawn from groundwater aquifers. The applicable state environmental regulation can be found at 391-3-16-.01.

River Corridors

Georgia's River Corridor Protection Act defines a protected river as any perennial watercourse with an average annual flow of at least 400 cubic feet per second; the protected river corridor is a 100 feet buffer (horizontal distance) paralleling both sides of the river bank. The Flint River is one of Georgia's Protected Rivers. The waterway forms approximately 13.5 miles of the county's southwest boundary before its identity is overtaken by backwaters of Lake Blackshear. The county adopted a river corridor protection ordinance in the 1990s. The regulation will need review to ensure compliance with anticipated revisions to the state environmental planning criteria. The applicable state environmental regulation can be found at 391-3-16-.04.



Protected Mountains

The Georgia Mountain Protection Act defines protected mountains as land 2,200 feet or more above mean sea level. The community's highest elevation is approximately 450' above MSL near the northern boundary. Consequently, there are not any protected mountains in the community. The applicable state environmental regulation can be found at 391-3-16-.05.

CRITERIA LIMITING SITING OF SOLID WASTE FACILITIES

Zoning

The site of a proposed solid waste handling facility must conform to any and all local land use plans/ordinances and zoning ordinances. Written verification must be submitted to the state regulatory agency by the applicant demonstrating that the proposed site complies with any local zoning and land use ordinances. This verification shall include a letter from the local governmental authority with jurisdiction stating whether the proposed site complies with local zoning and/or land use ordinances. This verification shall be provided at the time of submission of a permit application and reaffirmed by the governmental authority prior to permit issuance. At this writing zoning ordinances are in effect in Lilly, Unadilla, Vienna and the unincorporated county.

Wetlands

Wetlands are areas inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. These areas are designated on an accompanying graphic. A solid waste handling facility shall not be located in wetlands unless evidence is provided to the director of the state regulatory agency by the applicant, that use of such wetlands has been permitted or otherwise authorized under all other applicable state and federal laws and rules. The owner or operator must place a demonstration of compliance in the operating record and notify the director of the state regulatory agency that it has been placed in the operating record. The community is waiting for state revisions to environmental planning criteria to develop and adopt Wetlands Protection ordinances.

Floodplains

Current state regulations stipulate that any solid waste landfill located in the 100-year floodplain shall not restrict the flow of the 100-year flood, reduce the temporary water storage capacity of the flood plain, or result in a wash-out of solid waste so as to pose a threat to human health or the environment. Although the community has been mapped for floodplains, the information is "primitive", i.e., available resources lack map scale and base flood elevation. Digital floodplain mapping is underway as part of a statewide project; community data is expected to be available 2009. In absence of the necessary mapping, the applicant must perform a hydrologic study to document the absence of this natural resource on the site of the proposed waste handling facility.

Airport Safety

New MSWLF units or lateral expansions of existing units shall not be located within 10,000 feet of any public-use or private-use airport runway end used by turbojet aircraft or within 5,000 feet of any public-use or private-use airport runway end used by only piston-type

aircraft. Landfill owners or operators proposing to site new MSWLF units and lateral expansions within a five-mile radius of any public-use or private-use airport runway end used by turbojet or piston-type aircraft must notify the affected airport and the Federal Aviation Administration (FAA). The only similar facilities in the community are small, private landing strips used by aerial applicators, none of which meet the applicable regulatory definition of “airport”.

Military Airspace

New MSWLF units shall not be located within two miles of federally restricted military air space which is used for a bombing range. The southern portion of Dooly County is within (Moody) Military Operations Area, but there is no bombing activity. (Georgia Aeronautical Chart.)

Significant Groundwater Recharge Areas

A new municipal solid waste landfill or lateral expansion of an existing municipal solid waste landfill shall not have any part of such site located within two miles of any area that has been designated by the director of the state regulatory authority as a significant groundwater recharge area unless such municipal solid waste landfill will have a liner and leachate collection system. In the case of a regional landfill which accepts solid waste generated outside the counties or special districts constituting the region, or a municipal solid waste landfill which accepts solid waste generated outside the county in which the landfill is located, no part of such site shall be within any area that has been designated as a significant groundwater recharge area. The vast majority of the community’s land area overlies a portion of the state’s significant groundwater recharge area (see earlier graphic). The community is waiting for state revisions to environmental planning criteria to develop and adopt significant groundwater recharge area protection ordinances.

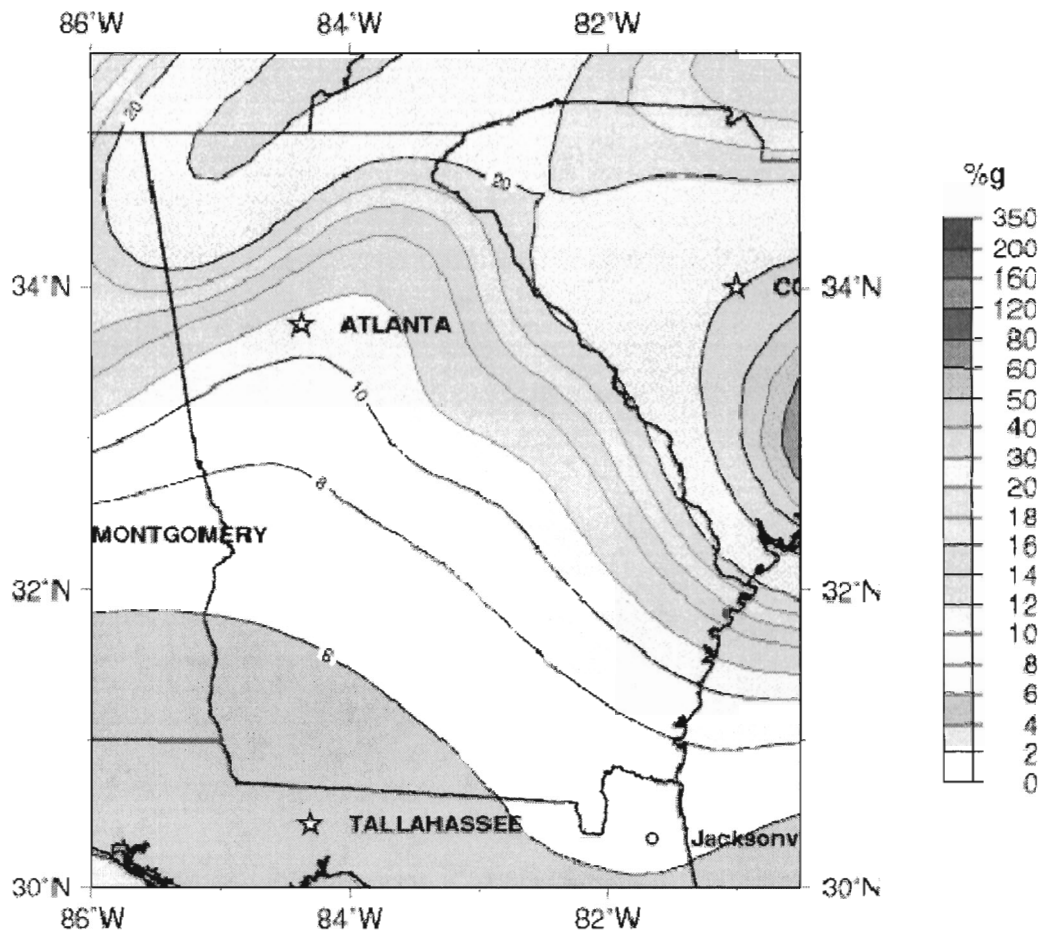
Fault Areas

A geologic fault is defined as a fracture or a zone of fractures in any material along which strata on one side have been displaced (relative movement of any two sides of a fault) with respect to that on the other side. New MSW landfills and lateral expansions of such facilities are prohibited within 200 feet of a fault that has had displacement in the past 10,000 years (Holocene epoch) unless the owner or operator demonstrates to proper regulatory authority that an alternative setback distance of less than 200 feet will prevent damage to the structural integrity of the MSW facility and will be protective of human health and the environment. Available geologic mapping does reveal the presence of a fault area along a portion of the county’s northwest boundary (see following graphic).



Seismic Impact Zones

New landfill units and lateral expansions shall not be located in seismic impact zones unless the owner or operator demonstrates to the Director of the Georgia Department of Natural Resources that all containment structures, including liners, leachate collection systems, and surface water control systems, are designed to resist the maximum horizontal acceleration in lithified earth material for the site. The owner or operator must place the demonstration in the operating record and notify the director of the state regulatory agency that it has been placed in the operating record. Seismic impact zone means an area with a ten percent or greater probability that the maximum horizontal acceleration in lithified earth material, expressed as a percentage of the earth's gravitational pull, will exceed 0.10g in 250 years. The only graphic available does not confirm the absence of any such resource, but suggests there is no seismic impact zone in the community (see following graphic). To be permitted, the developer of any such facility will have to clearly demonstrate there is not a seismic impact zone in the community.



Peak Acceleration (%g) with 2% Probability of Exceedance in 50 Years
site: NEHRP B-C boundary
National Seismic Hazard Mapping Project

Unstable areas

Owners or operators of new landfill units, existing landfill units, and lateral expansions located in an unstable area must demonstrate that engineering measures have been incorporated into the landfill unit's design to ensure that the integrity of the structural components of the landfill unit will not be disrupted. The owner or operator must place the demonstration in the operating record and notify the director of the state regulatory authority that it has been placed in the operating record. The owner or operator must consider the following factors, at a minimum, when determining whether an area is unstable:

- a. On-site or local soil conditions that may result in significant differential settling,
- b. On-site or local geologic or geomorphologic features, and
- c. On-site or local human-made features or events (both surface and subsurface).

ASSESSMENT

The community is awaiting state revision of environmental planning criteria [significant groundwater recharge area and wetlands (applicable to all local jurisdictions)], before preparing such regulatory ordinances. The county will review the existing river corridor protection ordinance after the state has updated the environmental planning criteria. When digital floodplain mapping is completed, Pinehurst, Unadilla, Vienna and the County should make any necessary revisions to existing ordinances/maps. Byromville, Dooling and Lilly should enact a flood damage prevention ordinance. Developments throughout the community should be monitored closely through permit issuance to ensure compliance with environmental protection ordinances and this solid waste planning document. Solid waste needs of the community and the ability of natural resources to safely assimilate the impacts of development should be given primary consideration in any project review and permitting.

GOAL: Protect the community from future solid waste handling activity potentially harmful to, or which would degrade, any natural resource(s).

NEED 1: Develop, adopt and enforce environmental protection criteria (significant groundwater recharge area protection ordinances and wetlands protection ordinance - all jurisdictions)

NEED 2: Update/Adopt flood damage prevention ordinance – Dooly, Pinehurst, Unadilla, Vienna,/Byromville, Dooling Lilly

REQUIRED APPLICANT PROCEDURES RELATED TO LANDFILL SITING

Applicants should check with the state regulatory agency and the appropriate local planning jurisdiction to verify procedures for siting solid waste management facilities. At this writing applicable procedures include, but are not limited to, the following disposal facility siting decisions:

Site Selection Meeting

Any county, municipality, group of counties, or authority beginning a process to select a site for a municipal solid waste disposal facility must first call at least one public meeting to discuss waste management needs of the local government or region and to describe the process of siting facilities to the public. Notice of this meeting shall be published within a newspaper of general circulation serving such county or municipality at least once a week for two weeks immediately preceding the date of such meeting. A regional solid waste management authority created under Part 2 of this article must hold at least one meeting within each jurisdiction participating in such authority, and notice for these meetings must be published within a newspaper of general circulation serving each such jurisdiction at least once a week for two weeks immediately preceding the date of such meeting. Documentation demonstrating compliance with this procedure must be submitted to the state regulatory agency.

Site Decision Meeting

The governing authority of any county or municipality taking action resulting in a publicly or privately owned municipal solid waste disposal facility siting decision shall cause to be published

within a newspaper of general circulation serving such county or municipality a notice of the meeting at which such siting decision is to be made at least once a week for two weeks immediately preceding the date of such meeting. Such notice shall state the time, place, and purpose of the meeting, and the meeting shall be conducted by the governing authority taking the action. A siting decision shall include, but is not limited to, such activities as the final selection of property for landfilling and the execution of contracts or agreements pertaining to the location of municipal solid waste disposal facilities within the jurisdiction, but shall not include zoning decisions. Documentation demonstrating compliance with this procedure must be submitted to the state regulatory agency.

Additional Siting Standards

1. Any solid waste handling facility that may in the future be sited in the community must resolve a specific solid waste need of the community.
2. Access and egress of all traffic transporting waste material for subsequent processing, handling and/or disposal to any solid waste facility which may in the future be sited in the community shall be limited to state highway or railway.
3. All points of access and egress to/from any solid waste facility which may in the future be sited in the community shall be at least 350 linear feet, centerline-to-centerline, from any other driveway (point of access or egress) on the same state route.
4. The main entrance road to any solid waste handling facility which may in the future be sited in the community shall be improved and maintained with typical hard-surface pavement or gravel for a distance of no less than one hundred feet from pavement edge of the state highway.
5. The working area (recycling area, chipper, disposal pit, incinerator, etc.) of any waste handling facility which may in the future be sited in the community shall be permanently blocked from horizontal view from any public area or pre-existing development via earthen berm, dense hedge or tree cover, or other appropriate means.

HYDROLOGICAL ASSESSMENT

A hydrological site investigation shall be conducted with the following factors, as a minimum, evaluated:

1. Distance to nearest point of public or private drinking water supply: all public water supply wells or surface water intakes within two miles and private (domestic) water supply wells within one-half mile of a landfill must be identified,
2. Depth to the uppermost aquifer: for landfills, the thickness and nature of the unsaturated zone and its ability for natural contamination control must be evaluated,

3. Uppermost aquifer gradient: for landfills, the direction and rate of flow of groundwater shall be determined in order to properly evaluate the potential for contamination at a specific site. Measurements of water levels in site exploratory borings and the preparation of water table maps are required. Borings to water are required to estimate the configuration and gradient of the uppermost aquifer,
4. Topographic setting: features which shall be provided include, but are not limited to, all upstream and downstream drainage areas affecting or affected by the proposed site, floodplains, gullies, karst conditions, wetlands, unstable soils and percent slope,
5. Geologic setting: for landfills, the depth to bedrock, the type of bedrock and the amount of fracturing and jointing in the bedrock shall be determined. In limestone or dolostone regions, karst terrain shall not be used for waste disposal. This consideration does not preclude the siting of landfills in limestone terrains, but rather is intended to prevent landfills from being sited in or adjacent to sink-holes, provided, however, that the demonstration required by section (h) has been made,
6. Hydraulic conductivity: evaluation of landfill sites shall take into consideration the hydraulic conductivity of the surface material in which the wastes are to be buried, as well as the hydraulic conductivity of the subsurface materials underlining the fill,
7. Sorption and attenuation capacity: for landfills, the sorptive characteristics of an earth material and its ability to absorb contaminants shall be determined, and
8. Distance to surface water: municipal solid waste landfills shall not be situated within two miles upgradient of any surface water intake for a public drinking water source unless engineering modifications such as liners and leachate collection systems and groundwater

PLAN CONSISTENCY

The following procedure shall be followed to determine whether any proposed solid waste handling facility or facility expansion is consistent with this solid waste management plan:

The local government taking the review action shall cause to be published within a newspaper of general circulation in the community a notice of the meeting at which plan consistency shall be reviewed at least once a week for two weeks immediately preceding the date of such meeting. Such notice shall state the time, place, and purpose(s) of the meeting, and the meeting shall be conducted by the governing authority taking the action.

At least one publicly advertised public hearing will be convened to:

- Explain the specific nature of the proposal(s),
- Describe the anticipated impact the proposed facility will have on solid waste management facilities,
- Explain the anticipated impact the proposed facility will have on adequate collection and disposal capabilities within the community, and
- Explain the effect(s) the facility will have on waste generated within the state.

PERMITS FOR REGIONAL SOLID WASTE DISPOSAL FACILITIES

(a) Prior to submission of an application to the division for a permit for a regional solid waste disposal facility, conflicts as defined in Articles 1 and 2 of Chapter 8 of Title 50 shall follow the mediation procedures developed by the Department of Community Affairs pursuant to Articles 1 and 2 of Chapter 8 of Title 50. Upon the submission of any application to the division for any municipal solid waste disposal facility for which a permit other than a permit by rule is required by the division, the permit applicant shall within 15 days of the date of submission of the application publicize the submission by public notice and in writing as follows:

(1) If the application is for a facility serving no more than one county, the public notice shall be published in a newspaper of general circulation serving the host county, and each local government in the county and the regional development center shall further be notified in writing of the permit application;

(2) If the application is for a facility serving more than one county, the public notice shall be published in a newspaper of general circulation serving each affected county, and each local government within said counties and the regional development center shall be further notified in writing of the permit application; and

(3) The public notice shall be prominently displayed in the courthouse of each notified county.

(b) The division shall review the application and supporting data, make a determination as to the suitability or unsuitability of the proposed site for the intended purpose, and notify the applicant and the host local government if different from the applicant in writing of its determination.

(c) Upon receipt from the division of notice that the proposed site is suitable for the intended purpose, the applicant shall within 15 days of receipt of such notification publicize the fact by public notice as outlined in paragraphs (1), (2), and (3) of subsection (a) of this Code section. Further, within 45 days of receipt of such notification from the division, the host local government for the proposed site shall as outlined in paragraphs (1), (2), and (3) of subsection (a) of this Code section advertise and hold a public meeting to inform affected residents and landowners in the area of the proposed site and of the opportunity to engage in a facility issues negotiation process.

(d) Following notification of the applicant of the proposed site's suitability, the division may continue to review the applicant's permit application but the director shall not take any action with respect to permit issuance or denial until such time as the local notification and negotiation processes described in this Code section have been exhausted.

(e) The division shall not be a party to the negotiation process described in this Code section, nor shall technical environmental issues which are required by law and rules to be addressed in the permitting process be considered negotiable items by parties to the negotiation process.

(f) Within 30 days following a public meeting held in accordance with subsection (c) of this

Code section, a facility issues negotiation process shall be initiated by the host local government upon receipt of a written petition by at least 25 affected persons, at least 20 of whom shall be registered voters of or landowners in the host jurisdiction. Multiple petitions may be consolidated into a single negotiating process. For the purposes of this subsection, the term "affected person" means a registered voter of the host local government or of a county contiguous to such host local government or a landowner within the jurisdiction of the host local government.

(g) Within 15 days following receipt of such written petition, the host local government shall validate the petition to ensure that the petitioners meet the requirements of this Code section.

(h) Within 15 days following the validation of the written petition to negotiate, the host local government shall notify the petitioners by publication as provided in paragraphs (1), (2), and (3) of subsection (a) of this Code section; shall notify the permit applicant if different from the host local government, the division, and the regional development center that the negotiation process is being initiated; and shall set a date for a meeting with the citizens facility issues committee, the host local government, and the permit applicant not later than 30 days following validation of such written petition to negotiate.

(i) The petitioning persons shall select up to ten members, at least eight of whom shall be registered voters or landowners in the host local government, to serve on a citizen's facility issues committee to represent them in the negotiation process. The membership of the citizen's facility issues committee shall be chosen within 15 days following the validation of such written petition pursuant to this Code section.

(j) The negotiation process shall be overseen by a facilitator named by the host local government, after consultation with the citizens' facility issues committee, from a list provided by the Department of Community Affairs. The function of the facilitator shall be to assist the petitioners, the host local government, and the permit applicant, if different from the host local government, through the negotiation process. The cost, if any, of the facilitator shall be borne by the permit applicant.

(k) Beginning with the date of the first negotiation meeting called in accordance with subsection (h) of this Code section, there shall be no fewer than three negotiation meetings within the following 45 day period unless waived by consent of the parties. Such negotiation meetings shall be presided over by the facilitator named in subsection (j) of this Code section and shall be for the purpose of assisting the petitioners, the host local government, and the permit applicant, if different from the host local government, to engage in nonbinding negotiation.

(l) Minutes of each meeting and a record of the negotiation process shall be kept by the host local government.

(m) All issues except those which apply to environmental permit conditions are negotiable. Environmental permit conditions are not negotiable. Issues which may be negotiated include but are not limited to:

(1) Operational issues, such as hours of operation;

- (2) Recycling efforts that may be implemented;
- (3) Protection of property values;
- (4) Traffic routing and road maintenance; and
- (5) Establishment of local advisory committees.

(n) At the end of the 45 day period following the first negotiation meeting, the facilitator shall publish a notice of the results, if any, of the negotiation process in the same manner as provided in paragraphs (1), (2), and (3) of subsection (a) of this Code section and shall include the date, time, and place of a public meeting to be held within ten days after publication at which the input of persons not represented by the citizens facility issues committee may be received.

(o) The negotiated concessions reached by the negotiating parties shall be reduced to writing and executed by the chairman of the citizens facility issues committee and the chief elected official of the host local government and shall be adopted by resolution of the host local government.

(p) If the negotiating parties fail to reach consensus on any issue or issues, the permit applicant may nonetheless proceed to seek a permit from the division. The facilitator shall notify the division in writing that the negotiating parties have failed to reach consensus.

(q) If the negotiating parties reach consensus on negotiated issues, the permit applicant may proceed to seek a permit from the division. The facilitator shall notify the division in writing that the negotiating parties have reached consensus.

(r) Negotiated concessions shall not be construed as environmental permit conditions.

(s) Upon receipt of a written notification from the facilitator that the parties to negotiation have reached consensus or have failed to reach consensus on negotiated issues, and upon written notification from the permit applicant that he wishes to pursue permitting of the solid waste disposal facility for which an application has been filed, the director shall proceed to process the permit in accordance with Code Section 12-8-24.

DOOLY COUNTY SOLID WASTE MANAGEMENT PLAN
BYROMVILLE, DOOLING, LILLY, PINEHURST, UNADILLA, VIENNA
IMPLEMENTATION STRATEGY
2006 - 2016

DOOLY COUNTY															
PLAN ELEMENT AND ACTIVITY	Year											Responsible Party	Estimated Cost	Funding Source	
	06	07	08	09	10	11	12	13	14	15	16				
Amount of Waste															
Continue monitoring waste volume	X	X	X	X	X	X	X	X	X	X	X	X	Staff Time	User Fees	
Collection															
Vehicle replacement/inventory upgrade															
- 1995 Mack garbage truck-with new				X									\$100K	Purchased with General Fund, (reimbursed with user fees)	
- 1996 Ford garbage truck-with new					X								\$100K	General Fund	
- 1997 knuckle-boom loader-with new						X							\$100K	SPLOST	
- 1998 International garbage truck-with new													\$100K	General Fund/General Fund/	
- 1999 Mack garbage truck-with new										X			\$100K	reimbursed with user fees)	
- 1993 dump truck-with upgrade										X			\$20K	General Fund	
- 2005 dump truck-with new												X	\$30K	SPLOST	
- 2008 grapple loader purchase				X									\$100K	General Fund/	
- 2005 knuckle-boom loader-with new					X							X	\$100K	reimbursed with user fees	
- 1984 dump truck-with new													\$30K		
Consider expanding collection service to the industrial sector and C&D materials			X										Staff Time	N/A	
Equipment purchase(s) needed to provide expanded industrial/C&D collection services					X								\$50K	Purchased with General Fund, (reimbursed with user fees)	
- one truck to handle roll-on/roll-off containers													\$3,500 each		
- six (30 CY) roll-on/roll-off containers															
Construct storage facility for agriculture pesticide containers at office of Dooly Solid Waste				X									±\$150K	Dooly Solid Waste/GEFA	
Consider acquisition of facilities/equipment to handle recyclables (white/brown goods, cardboard, aluminum cans, plastic bottles, glass)					X								\$25K-\$100K	General Fund/GEFA/OneGA/DCA	

REPORT OF ACCOMPLISHMENTS
DOOLY COUNTY SOLID WASTE MANAGEMENT PLAN
BYROMVILLE, DOOLING, LILLY, PINEHURST, UNADILLA, VIENNA
TRANSITIONAL UPDATE 2004 - 10/06

Action	Accomplishments
AMOUNT OF WASTE:	To determine the amount and composition of solid waste generated in the county and cities in order to have a sound information base upon which to make management decisions and determine if state and local goals are met.
1. Use tonnage records received from MSW landfill to monitor quantity of waste disposed.	Completed
2. Manage data collection system at county C&D facility to monitor quantity of waste disposed.	Completed
3. Maintain recycling programs to reduce the volume of recyclables disposed in landfill	Completed
COLLECTION:	To ensure efficient and effective collection of solid waste in the county and cities over the next ten years.
1. Continue providing curbside collection of MSW throughout all jurisdictions in the county.	Completed
2. Consider consolidation of remaining municipal yard waste collection systems into a county provided service.	No, service was found to be cost prohibitive
3. Continue monitoring compliance with state statute concerning illegal dumping.	Completed
4. Replace garbage limb trucks.	Dooley, Pinehurst
WASTE REDUCTION:	To ensure a 25% reduction by 1996 in the amount of solid waste received at disposal facilities and to sustain waste reduction for the next 10 years.
1. Maintain/expand pesticide container recycling program.	Yes; interest in going regional
2. Maintain white goods recycling program	Completed
3. Support and encourage increased participation in aluminum can recycling programs.	Markets have not provided sufficient financial incentive to maintain the program. (Vienna does plan to reestablish recycling program through KVB.)
4. Establish additional aluminum can drop-off sites as needed.	Markets have not provided sufficient financial incentive to maintain the program. (Vienna does plan to reestablish recycling program through KVB.)

DISPOSAL:	To ensure that disposal facilities meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.
1. Maintain MSW disposal agreement with Houston County until such time as it becomes economically (or otherwise) advantageous to contract with the Middle Georgia Regional SWMA (or other public or private party) for MSW disposal out-of-county.	Diverted waste stream to Middle Georgia Regional SWMA for disposal
2. When county C&D facility is closed, divert such waste to the Middle Georgia Regional SWMA landfill.	Completed
3. Consider consolidation of remaining municipal yard waste collection systems into a county provided service.	No; determined to be cost prohibitive
4. Continue participation in the Dooly State Prison yard waste chip program.	Completed
PUBLIC EDUCATION AND INVOLVEMENT:	To ensure that residents and businesses understand the issues, needs, and goals of the solid waste management system.
1. Educate citizens about the actual costs of solid waste management.	Completed
2. Monitor and maintain compliance with all regulations, including post-closure, applicable to disposal facilities.	Completed
3. Consider converting to a county-wide Clean and Beautiful program.	Remains a matter for consideration (see implementation program)
4. Support and encourage increased participation in local recycling efforts; aluminum cans, white goods, pesticide containers, inert waste.	Markets have not provided sufficient financial incentive to expand the program; though Vienna does plan to reestablish recycling through KVB.
LAND LIMITATION:	To ensure that proposed solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable for such developments.
1. Maintain agreements with out-of-county disposal facilities; Houston County and Middle Georgia Regional SWMA.	Currently with Middle Georgia Regional SWMA

IMPLEMENTATION AND FINANCING:	To achieve a balanced and affordable solid waste management plan implementation strategy, while also meeting the goals and requirements of state law.
1. Consider establishing enterprise fund for solid waste management.	Not yet considered advantageous
2. Update and maintain user fees to cover costs of solid waste services.	New rates to take effective 1-1-09
3. Report solid waste management costs through the Full Cost Reporting Process	Completed
4. Implement Solid Waste Management Plan.	Completed
5. Amend solid waste management plan as needed, and update plan by October 2006	Plan updated in 2008/2009

Attachment A - Collection Capacity Assurance

DOOLY COUNTY
- ESTABLISHED 1821 -
DOOLY COUNTY PUBLIC WORKS DEPARTMENT
SOLID WASTE DIVISION

2365 PINEHURST/BYROMVILLE ROAD • PINEHURST, GA 31070 • TELEPHONE (229) 645-3361 • FAX (229) 645-3367

December 15, 2008

Honorable A. C. Daniels, Chairman
Dooly County Board of Commissioners

Honorable Kenneth Lester, Mayor
Town of Byromville

Honorable Jean T. Weeks, Mayor
Town of Dooling

Honorable Arthur M. Roney, Mayor
City of Lilly

Honorable Walter Blount, Mayor
City of Pinhurst

Honorable Charles West, Mayor
City of Unadilla

Honorable Emerson Lundy, Mayor
City of Vienna

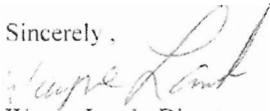
Honorable Chairman and Mayors:

This letter is submitted in response to a state requirement that communities document capacity to collect and dispose of their municipal (household) solid waste streams for at least the ten year period of their solid waste management plan. The requirement is satisfied by virtue of separate but identical service agreements between the county and each municipality providing for curbside collection of municipal solid waste by Dooly County through December 31, 2020, three years beyond the planning period of our joint solid waste management plan.

This county service evolved from solid waste collection using green boxes distributed throughout the unincorporated area to individual household containers at curbside upon execution and implementation of these agreements in 1995. The Dooly Solid Waste Department has the necessary personnel and maintains the fleet of vehicles necessary to maintain a cost efficient collection service through at least the current contract period. Nevertheless, we are certainly receptive to even greater efficiency in service delivery, and if the county were to undertake another method of collection, service delivery in your jurisdiction will not be interrupted or compromised.

If you have any questions, please do not hesitate to call.

Sincerely,



Wayne Lamb, Director
Dooly Solid Waste

Attachment B - Disposal Capacity Assurance



SWIFT CREEK ENVIRONMENTAL, INC.

December 15, 2008

Honorable A. C. Daniels, Chairman
Dooly County Board of Commissioners
117 South 3rd Street
P. O. Box 348
Vienna, Georgia 31092

RE: TEN YEAR SOLID WASTE DISPOSAL CAPACITY ASSURANCE

Dear Mr. Chairman:

This letter is intended to serve as disposal capacity assurance for Dooly County's municipal solid waste stream for the period 2006-2016.

Swift Creek Municipal Solid Waste Landfill (011-026D(SL)) has been receiving approximately 5,600 tons of municipal solid waste generated annually in Dooly County, and transferred through the waste station owned and operated by the Middle Georgia Regional Solid Waste Management Authority. This assurance is based upon the county disposing of 6,000 tons and more annually.

Georgia EPD credits this landfill with approximately four years of capacity remaining, but the site contains significant, undeveloped acreage we plan to permit before all currently permitted cell space is depleted. At current waste disposal volumes, we anticipate the expanded facility to have a life in excess of 30 years.

Please do not hesitate to call if there are any questions.

Sincerely,

Greg Pace
Site Manager

4200 DAVIS ROAD • MACON, GA 31217
TELEPHONE (912) 750-0265 • FAX (912) 750-9272



SOLID WASTE

December 15, 2008

Honorable A. C. Daniels, Chairman
Dooly County Board of Commissioners
117 South 3rd Street
Vienna, Georgia 31092

Dear Mr. Daniels:

Veolia Environmental Services has acquired and is operating the commercial Subtitle D landfill in Taylor County. I learned in a previous conversation with Mr. Ben Coogle of the Middle Georgia Regional Solid Waste Management Authority that he was handling your waste stream through the transfer station at the Authority's Macon County site. I expressed to him Veolia's interest in receiving your waste stream for disposal in our facility. I am available to meet with the appropriate party(ies) to discuss entering into a service agreement at your earliest convenience.

Veolia is operating the Taylor County site under state permit 133-003D(SL). The state credits the site with 55 years of capacity remaining. I understand you have a multi-year agreement with each municipality in the county and that your consolidated waste stream for the past few years has consistently been in the range of 5,600 tons. We currently handle that volume every 2.5 days. Veolia can properly dispose of your waste volume well beyond your ten year solid waste planning timeframe.

I look forward to meeting with you soon.

Sincerely,

A handwritten signature in black ink, appearing to read "Teresa Blackston", with a stylized flourish at the end.

Teresa Blackston
Office Manager

Veolia ES Taylor County Landfill, LLC
P.O. Box 199, Macon, Georgia 31058
tel: 478 862 2504 - fax: 478 862 2888
www.VeoliaES.com

Attachment C - Dooly County Collection Agreements

Byromville	52
Dooling	60
Lilly	68
Pinehurst	76
Unadilla	81
Vienna	89

CONTRACT

This contract, made and entered into as of the 6th day of December, 1994, by and between DOOLY COUNTY, a political subdivision created and existing under the laws of the State of Georgia, and the TOWN OF BYROMVILLE, Georgia, a political subdivision of the State of Georgia,

W I T N E S S E T H:

WHEREAS, Dooly County, a political subdivision created and existing under the laws of the State of Georgia, after a diligent study and review has heretofore determined it to be in the best interest of all the citizens of Dooly County to provide for the proper collection and disposal of solid waste generated within the boundaries of Dooly County; and

WHEREAS, Dooly County has determined that in order to provide for the proper collection and disposal of solid waste it should create the Dooly County Solid Waste Management Department to study, plan, and manage for the County's solid waste management needs; and

WHEREAS, the Town of Byromville has determined that it is in the best interest of the citizens of the Town of Byromville for the Dooly County Solid Waste Management Department to collect solid waste and dispose of same generated within the corporate limits of the Town of Byromville; and

HODGES, ERWIN
& HEDRICK
47 NORTH JEFFERSON ST.
P.O. BOX 2320
BART, GEORGIA 31702-2320
PHONE (812) 232-7463

WHEREAS, the County and the Town have determined that it is in the best interest of the citizens of the Town and the County to enter into a contract between the Town and the County to provide that Dooly County will provide solid waste management and disposal services for the citizens of the Town of Byromville; and

WHEREAS, Article 9, Section III, paragraph 1, of the Constitution of the State of Georgia provides in pertinent part that any county, municipality, or other political subdivision of the State of Georgia, may contract for any period not exceeding 50 years with each other or with any public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment for such activities, services, or facilities which the county, municipality, or public authority is authorized by law to undertake or provide;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements herein contained, the parties hereby agree as follows:

Section 1. Term.

The term of this agreement shall be for 25 years, beginning on the 1st day of January, 1995, and ending on the 31st day of December, 2020, and shall constitute a binding obligation of the parties from and after its execution by the last party to execute the same.

HODGES, ERWIN
& HEDRICK
17 NORTH JEFFERSON ST.
P.O. BOX 2320
MOUNTAIN VIEW, GEORGIA 31702-2320
PHONE (912) 883-7463

Section 2. Definitions

(a) Those words used herein which are defined in O.C.G.A. §§12-8-22 and 12-8-62 shall also have any broader or narrower meaning provided by any future amendments to said code sections.

(b) As used herein, the term:

1. "Municipal solid waste" means any solid waste derived from households, including garbage, trash, and sanitary waste in septic tank, and mean solid waste from single-family and multi-family residences, hotels and motels, bunkhouses, campgrounds, picnic grounds, and day-use recreation facilities. The term includes yard trimmings and commercial solid waste but does not include solid waste from mining, agricultural, or silvicultural operations or industrial processes or operations.

2. "Hazardous waste" means any solid waste which has been defined as a hazardous waste and the regulations promulgated by the administrator of the United States Environmental Protection Agency pursuant to the Federal Acts which are in force and effect on February 1, 1991, codified as 40 C.F.R. Section 261.3 and designated hazardous waste.

3. "Bulky items" means white goods, such as discarded washing machines, dryers, stoves, refrigerators, freezers, and similar appliances; discarded furniture, mattresses, bedsprings, bicycles, and like items.

RODGES, ERWIN
& HEDRICK
7 NORTH JEFFERSON ST.
P.O. BOX 2329
MARIETTA, GEORGIA 31702-2329
PHONE (912) 883-7463

4. "Commercial refuse" means waste material from the construction, remodeling, and repair operations on houses, commercial buildings, multiple dwellings, and other structures such as concrete, bricks, plaster, stone, earth, lumber, roofing materials, gutters, shavings, and sawdust.

Section 3. Covenants

(a) Dooly County shall provide solid waste management services, including collection and disposal, within the corporate limits of the Town of Byromville.

(b) Dooly County shall collect and dispose of municipal solid waste. Dooly County does not agree to collect and dispose of hazardous waste. Dooly County may in its sole discretion collect and dispose of bulky items and commercial refuse.

(c) The Town of Byromville shall cease and desist from operating a municipal solid waste management program of any kind except by written agreement with Dooly County.

(d) The Town of Byromville shall grant Dooly County the exclusive right during the term of this agreement and any renewal thereof to collect, haul, and dispose of municipal solid waste within the corporate limits of the Town of Byromville and shall not enter into any contract, agreement, or franchise with any private hauler or collector for the disposal of municipal solid waste within the Town.

HODGES, ERWIN
& HEDRICK
67 NORTH JEFFERSON ST.
P.O. BOX 2320
BANY, GEORGIA 31702-2320
PHONE (912) 683-7463

(e) Upon written notice from Dooly County of their intent not to collect and dispose of bulky items and commercial refuse, the Town of Byromville may collect and dispose, or provide for the collection and disposal, or grant any exclusive right for the collection and disposal of bulky items and commercial refuse within the corporate limits of the Town of Byromville.

Section 4. Indemnity.

Dooly County agrees to indemnify and hold the Town harmless from any and all claims, suits, causes of actions, judgments or damages, including damages for care and loss of services because of bodily injury, sickness, or disease, including death resulting therefrom, sustained by it or any person or persons and because of injury to, or destruction of, property, including the loss or use thereof, caused by, arising out of, or resulting from any act or omission of the County, its agents, servants, and employees.

Section 5. Condition to Effectiveness

This contract shall not become effective and shall be null and void should Dooly County not perform those services as provided herein on or prior to July 1, 1995.

Section 6. Miscellaneous.

This agreement constitutes the entire understanding between the County and the Town and may be modified by a written instrument duly executed by the parties hereto.

HODGES, ERWIN
& HEDRICK
37 NORTH JEFFERSON ST.
P.O. BOX 2320
BANY, GEORGIA 31702-2320
PHONE (912) 893-7463

This agreement is governed by the laws of the State of Georgia.

Time is of the essence in this agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement this 10th day of December, 1994.

DOOLY COUNTY

By: William J. West
Chairman, Dooly County Commission

Attest: Robert Clardine
County Clerk

TOWN OF BYROMVILLE

By: B. Lewis Brunson
Mayor

Attest: Brenda Lockerman
Clerk

LODGES, ERWIN
& HEDRICK
7 NORTH JEFFERSON ST.
P.O. BOX 2320
ANY, GEORGIA 31702-2320
PHONE (912) 883-7463

CONTRACT AMENDMENT

This contract, made and entered into as of the first day of July, 1995, by and between Dooly County, a political subdivision created and existing under the laws of the State of Georgia, and the Town of Byromville, Georgia, a political subdivision of the State of Georgia,

W I T N E S E T H:

Whereas, Dooly County and the Town of Byromville did enter into a contract for the proper collection and disposal of solid waste; and

Whereas, the contract provided that as a condition of effectiveness Dooly County would perform those services on or prior to July 1, 1995, or the contract would become null and void and have no affect; and

Whereas, after a diligent effort on the part of the County Commission to plan and implement a comprehensive solid waste program, the County will be unable to provide such services by July 1, 1995; and

Whereas, the County is continuing in the best interest of all of its citizens to implement a solid waste program and expects full implementation by October 1, 1995;

Now, therefore, for and in consideration of the sum of \$1 in hand paid by each party to the other and the promises and mutual covenants and agreements contained in the contract, the parties hereby agree to amend the contract as follows:

1.

Section 5. Condition to Effectiveness. This contract shall not become effective and shall be null and void should Dooly County not perform those services as provided herein on or prior to October 1, 1995.

ODGES, ERWIN,
RICK & COLEMAN
NORTH JEFFERSON ST.
P.O. BOX 2320
YY, GEORGIA 31702-2320
PHONE (912) 883-7463

2.

All provisions of the contract in conflict herewith are rescinded.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement this

1 day of July, 1995.

DOOLY COUNTY

By: Wayne W. [Signature]
Chairman

(S E A L)

Attest: [Signature]
Clerk

TOWN OF BYROMVILLE

By: B. Lewin Brum [Signature]
Mayor

(S E A L)

Attest: Brenda Lockerman [Signature]
Clerk

ODGES, ERWIN,
RICK & COLEMAN
NORTH JEFFERSON ST.
P.O. BOX 2320
NY, GEORGIA 31702-2320
PHONE (912) 863-7463

CONTRACT

This contract, made and entered into as of the 05 day of December, 1994, by and between DOOLY COUNTY, a political subdivision created and existing under the laws of the State of Georgia, and the TOWN OF DOOLING, Georgia, a political subdivision of the State of Georgia,

W I T N E S S E T H:

WHEREAS, Dooly County, a political subdivision created and existing under the laws of the State of Georgia, after a diligent study and review has heretofore determined it to be in the best interest of all the citizens of Dooly County to provide for the proper collection and disposal of solid waste generated within the boundaries of Dooly County; and

WHEREAS, Dooly County has determined that in order to provide for the proper collection and disposal of solid waste it should create the Dooly County Solid Waste Management Department to study, plan, and manage for the County's solid waste management needs; and

WHEREAS, the Town of Dooling has determined that it is in the best interest of the citizens of the Town of Dooling for the Dooly County Solid Waste Management Department to collect solid waste and dispose of same generated within the corporate limits of the Town of Dooling; and

HODGES, ERWIN
& HEDRICK
807 NORTH JEFFERSON ST.
P.O. BOX 2320
ALBANY, GEORGIA 31703-2320
PHONE (912) 663-7463

WHEREAS, the County and the Town have determined that it is in the best interest of the citizens of the Town and the County to enter into a contract between the Town and the County to provide that Dooly County will provide solid waste management and disposal services for the citizens of the Town of Dooling; and

WHEREAS, Article 9, Section III, paragraph 1, of the Constitution of the State of Georgia provides in pertinent part that any county, municipality, or other political subdivision of the State of Georgia, may contract for any period not exceeding 50 years with each other or with any public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment for such activities, services, or facilities which the county, municipality, or public authority is authorized by law to undertake or provide;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements herein contained, the parties hereby agree as follows:

Section 1. Term.

The term of this agreement shall be for 25 years, beginning on the 1st day of January, 1995, and ending on the 31st day of December, 2020, and shall constitute a binding obligation of the parties from and after its execution by the last party to execute the same.

**HODGES, ERWIN
& HEDRICK**
607 NORTH JEFFERSON ST.
P.O. BOX 2320
ALBANY, GEORGIA 31702-2320
PHONE (912) 889-7463

Section 2. Definitions

(a) Those words used herein which are defined in O.C.G.A. §§12-8-22 and 12-8-62 shall also have any broader or narrower meaning provided by any future amendments to said code sections.

(b) As used herein, the term:

1. "Municipal solid waste" means any solid waste derived from households, including garbage, trash, and sanitary waste in septic tank, and mean solid waste from single-family and multi-family residences, hotels and motels, bunkhouses, campgrounds, picnic grounds, and day-use recreation facilities. The term includes yard trimmings and commercial solid waste but does not include solid waste from mining, agricultural, or silvicultural operations or industrial processes or operations.

2. "Hazardous waste" means any solid waste which has been defined as a hazardous waste and the regulations promulgated by the administrator of the United States Environmental Protection Agency pursuant to the Federal Acts which are in force and effect on February 1, 1991, codified as 40 C.F.R. Section 261.3 and designated hazardous waste.

3. "Bulky items" means white goods, such as discarded washing machines, dryers, stoves, refrigerators, freezers, and similar appliances; discarded furniture, mattresses, bedsprings, bicycles, and like items.

**HODGES, ERWIN
& HEDRICK**
607 NORTH JEFFERSON ST.
P.O. BOX 2320
ALBANY, GEORGIA 31702-2320
PHONE (912) 883-7463

4. "Commercial refuse" means waste material from the construction, remodeling, and repair operations on houses, commercial buildings, multiple dwellings, and other structures such as concrete, bricks, plaster, stone, earth, lumber, roofing materials, gutters, shavings, and sawdust.

Section 3. Covenants

(a) Dooly County shall provide solid waste management services, including collection and disposal, within the corporate limits of the Town of Dooling.

(b) Dooly County shall collect and dispose of municipal solid waste. Dooly County does not agree to collect and dispose of hazardous waste. Dooly County may in its sole discretion collect and dispose of bulky items and commercial refuse.

(c) The Town of Dooling shall cease and desist from operating a municipal solid waste management program of any kind except by written agreement with Dooly County.

(d) The Town of Dooling shall grant Dooly County the exclusive right during the term of this agreement and any renewal thereof to collect, haul, and dispose of municipal solid waste within the corporate limits of the Town of Dooling and shall not enter into any contract, agreement, or franchise with any private hauler or collector for the disposal of municipal solid waste within the Town.

**HODGES, ERWIN
& HEDRICK**
607 NORTH JEFFERSON ST.
P.O. BOX 2320
ALBANY, GEORGIA 31702-2320
PHONE (912) 883-7463

(e) Upon written notice from Dooly County of their intent not to collect and dispose of bulky items and commercial refuse, the Town of Dooling may collect and dispose, or provide for the collection and disposal, or grant any exclusive right for the collection and disposal of bulky items and commercial refuse within the corporate limits of the Town of Dooling.

Section 4. Indemnity.

Dooly County agrees to indemnify and hold the Town harmless from any and all claims, suits, causes of actions, judgments or damages, including damages for care and loss of services because of bodily injury, sickness, or disease, including death resulting therefrom, sustained by it or any person or persons and because of injury to, or destruction of, property, including the loss or use thereof, caused by, arising out of, or resulting from any act or omission of the County, its agents, servants, and employees.

Section 5. Condition to Effectiveness

This contract shall not become effective and shall be null and void should Dooly County not perform those services as provided herein on or prior to July 1, 1995.

Section 6. Miscellaneous.

This agreement constitutes the entire understanding between the County and the Town and may be modified by a written instrument duly executed by the parties hereto.

**HODGES, ERWIN
& HEDRICK**
507 NORTH JEFFERSON ST.
P.O. BOX 2320
ALBANY, GEORGIA 31702-2320
PHONE (912) 883-7463

This agreement is governed by the laws of the State of Georgia.

Time is of the essence in this agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement this 5th day of December, 1994.

DOOLY COUNTY

By: Wayne J. West
Chairman, Dooly County Commission

Attest: Heather Chanders
County Clerk

TOWN OF DOOLING

By: Joan T. Thel
Mayor

Attest: Bernice Smith
Clerk

HODGES, ERWIN
& HEDRICK
507 NORTH JEFFERSON ST.
P.O. BOX 2320
ALBANY, GEORGIA 31702-2320
PHONE (912) 883-7463

CONTRACT AMENDMENT

This contract, made and entered into as of the first day of July, 1995, by and between Dooly County, a political subdivision created and existing under the laws of the State of Georgia, and the Town of Dooling, Georgia, a political subdivision of the State of Georgia,

W I T N E S S E T H:

Whereas, Dooly County and the Town of Dooling did enter into a contract for the proper collection and disposal of solid waste; and

Whereas, the contract provided that as a condition of effectiveness Dooly County would perform those services on or prior to July 1, 1995, or the contract would become null and void and have no affect; and

Whereas, after a diligent effort on the part of the County Commission to plan and implement a comprehensive solid waste program, the County will be unable to provide such services by July 1, 1995; and

Whereas, the County is continuing in the best interest of all of its citizens to implement a solid waste program and expects full implementation by October 1, 1995;

Now, therefore, for and in consideration of the sum of \$1 in hand paid by each party to the other and the promises and mutual covenants and agreements contained in the contract, the parties hereby agree to amend the contract as follows:

1.

Section 5. Condition to Effectiveness. This contract shall not become effective and shall be null and void should Dooly County not perform those services as provided herein on or prior to October 1, 1995.

HODGES, ERWIN,
HEDRICK & COLEMAN
507 NORTH JEFFERSON ST.
P.O. BOX 2320
ALBANY, GEORGIA 31702-2320
PHONE (912) 683-7483

2.

All provisions of the contract in conflict herewith are rescinded.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement this

24 day of July, 1995.

DOOLY COUNTY

By: Wayne J. West
Chairman

(S E A L)

Attest: Heather Chender
Clerk

TOWN OF DOOLING

By: John T. Meier
Mayor

(S E A L)

Attest: Bernice Smith
Clerk

HODGES, ERWIN,
HEDRICK & COLEMAN
507 NORTH JEFFERSON ST.
P.O. BOX 2320
ALBANY, GEORGIA 31702-2320
PHONE (912) 883-7463

CONTRACT

This contract, made and entered into as of the 6th day of December, 1994, by and between DOOLY COUNTY, a political subdivision created and existing under the laws of the State of Georgia, and the CITY OF LILLY, Georgia, a political subdivision of the State of Georgia,

W I T N E S S E T H:

WHEREAS, Dooly County, a political subdivision created and existing under the laws of the State of Georgia, after a diligent study and review has heretofore determined it to be in the best interest of all the citizens of Dooly County to provide for the proper collection and disposal of solid waste generated within the boundaries of Dooly County; and

WHEREAS, Dooly County has determined that in order to provide for the proper collection and disposal of solid waste it should create the Dooly County Solid Waste Management Department to study, plan, and manage for the County's solid waste management needs; and

WHEREAS, the City of Lilly has determined that it is in the best interest of the citizens of the City of Lilly for the Dooly County Solid Waste Management Department to collect solid waste and dispose of same generated within the corporate limits of the City of Lilly; and

HODGES, ERWIN
& HEDRICK
507 NORTH JEFFERSON ST.
P.O. BOX 2820
ALBANY, GEORGIA 31702-2820
PHONE (800) 402-1162

WHEREAS, the County and the City have determined that it is in the best interest of the citizens of the City and the County to enter into a contract between the City and the County to provide that Dooly County will provide solid waste management and disposal services for the citizens of the City of Lilly; and

WHEREAS, Article 9, Section III, paragraph 1, of the Constitution of the State of Georgia provides in pertinent part that any county, municipality, or other political subdivision of the State of Georgia, may contract for any period not exceeding 50 years with each other or with any public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment for such activities, services, or facilities which the county, municipality, or public authority is authorized by law to undertake or provide;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements herein contained, the parties hereby agree as follows:

Section 1. Term.

The term of this agreement shall be for 25 years, beginning on the 1st day of January, 1995, and ending on the 31st day of December, 2020, and shall constitute a binding obligation of the parties from and after its execution by the last party to execute the same.

**HODGES, ERWIN
& HEDRICK**
507 NORTH JEFFERSON ST.
P.O. BOX 2320
ALBANY, GEORGIA 31702-2320
PHONE (912) 883-7483

Section 2. Definitions

(a) Those words used herein which are defined in O.C.G.A. §§12-8-22 and 12-8-62 shall also have any broader or narrower meaning provided by any future amendments to said code sections.

(b) As used herein, the term:

1. "Municipal solid waste" means any solid waste derived from households, including garbage, trash, and sanitary waste in septic tank, and mean solid waste from single-family and multi-family residences, hotels and motels, bunkhouses, campgrounds, picnic grounds, and day-use recreation facilities. The term includes yard trimmings and commercial solid waste but does not include solid waste from mining, agricultural, or silvicultural operations or industrial processes or operations.

2. "Hazardous waste" means any solid waste which has been defined as a hazardous waste and the regulations promulgated by the administrator of the United States Environmental Protection Agency pursuant to the Federal Acts which are in force and effect on February 1, 1991, codified as 40 C.F.R. Section 261.3 and designated hazardous waste.

3. "Bulky items" means white goods, such as discarded washing machines, dryers, stoves, refrigerators, freezers, and similar appliances; discarded furniture, mattresses, bedsprings, bicycles, and like items.

**HODGES, ERWIN
& HEDRICK**
507 NORTH JEFFERSON ST.
P.O. BOX 2320
ALBANY, GEORGIA 31702-2320
PHONE (412) 883-7463

4. "Commercial refuse" means waste material from the construction, remodeling, and repair operations on houses, commercial buildings, multiple dwellings, and other structures such as concrete, bricks, plaster, stone, earth, lumber, roofing materials, gutters, shavings, and sawdust.

Section 3. Covenants

(a) Dooly County shall provide solid waste management services, including collection and disposal, within the corporate limits of the City of Lilly.

(b) Dooly County shall collect and dispose of municipal solid waste. Dooly County does not agree to collect and dispose of hazardous waste. Dooly County may in its sole discretion collect and dispose of bulky items and commercial refuse.

(c) The City of Lilly shall cease and desist from operating a municipal solid waste management program of any kind except by written agreement with Dooly County.

(d) The City of Lilly shall grant Dooly County the exclusive right during the term of this agreement and any renewal thereof to collect, haul, and dispose of municipal solid waste within the corporate limits of the City of Lilly and shall not enter into any contract, agreement, or franchise with any private hauler or collector for the disposal of municipal solid waste within the City.

**HODGES, ERWIN
& HEDRICK**
507 NORTH JEFFERSON ST.
P.O. BOX 2320
ALBANY, GEORGIA 31702-2320
PHONE (812) 883-7463

(e) Upon written notice from Dooly County of their intent not to collect and dispose of bulky items and commercial refuse, the City of Lilly may collect and dispose, or provide for the collection and disposal, or grant any exclusive right for the collection and disposal of bulky items and commercial refuse within the corporate limits of the City of Lilly.

Section 4. Indemnity.

Dooly County agrees to indemnify and hold the City harmless from any and all claims, suits, causes of actions, judgments or damages, including damages for care and loss of services because of bodily injury, sickness, or disease, including death resulting therefrom, sustained by it or any person or persons and because of injury to, or destruction of, property, including the loss or use thereof, caused by, arising out of, or resulting from any act or omission of the County, its agents, servants, and employees.

Section 5. Condition to Effectiveness

This contract shall not become effective and shall be null and void should Dooly County not perform those services as provided herein on or prior to July 1, 1995.

Section 6. Miscellaneous.

This agreement constitutes the entire understanding between the County and the City and may be modified by a written instrument duly executed by the parties hereto.

**HODGES, ERWIN
& HEDRICK**
507 NORTH JEFFERSON ST.
P.O. BOX 2320
ALBANY, GEORGIA 31702-2320
PHONE (912) 883-7463

This agreement is governed by the laws of the State of Georgia.

Time is of the essence in this agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement this 6th day of December, 1994.

DOOLY COUNTY

By: Wayne J. West
Chairman, Dooly County Commission

Attest: Matthew Chordas
County Clerk

CITY OF LILLY

By: John F. Bradley
Mayor

Attest: Gloria Rayd
City Clerk

HODGES, ERWIN
& HEDRICK
807 NORTH JEFFERSON ST.
P.O. BOX 2320
ALBANY, GEORGIA 31702-2320
PHONE (912) 883-7483

CONTRACT AMENDMENT

This contract, made and entered into as of the first day of July, 1995, by and between Dooly County, a political subdivision created and existing under the laws of the State of Georgia, and the City of Lilly, Georgia, a political subdivision of the State of Georgia,

W I T N E S E T H:

Whereas, Dooly County and the City of Lilly did enter into a contract for the proper collection and disposal of solid waste; and

Whereas, the contract provided that as a condition of effectiveness Dooly County would perform those services on or prior to July 1, 1995, or the contract would become null and void and have no affect; and

Whereas, after a diligent effort on the part of the County Commission to plan and implement a comprehensive solid waste program, the County will be unable to provide such services by July 1, 1995; and

Whereas, the County is continuing in the best interest of all of its citizens to implement a solid waste program and expects full implementation by October 1, 1995;

Now, therefore, for and in consideration of the sum of \$1 in hand paid by each party to the other and the promises and mutual covenants and agreements contained in the contract, the parties hereby agree to amend the contract as follows:

1.

Section 5. Condition to Effectiveness. This contract shall not become effective and shall be null and void should Dooly County not perform those services as provided herein on or prior to October 1, 1995.

HODGES, ERWIN,
HEDRICK & COLEMAN
507 NORTH JEFFERSON ST.
P.O. BOX 2320
ALBANY, GEORGIA 31702-2320
PHONE (912) 883-7463

2.

All provisions of the contract in conflict herewith are rescinded.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement this

1 day of July, 1995.

DOOLY COUNTY

By: Wayne J. West
Chairman

(S E A L)

Attest: Steph. Anderson
Clerk

CITY OF LILLY

By: John F. Bradley
Mayor

(S E A L)

Attest: Gloria Boyd
Clerk

HODGES, ERWIN,
HEDRICK & COLEMAN
507 NORTH JEFFERSON ST.
P.O. BOX 2320
ALBANY, GEORGIA 31702-2320
PHONE (912) 883-7483

CONTRACT

This contract, made and entered into as of the 16 day of April, 1998, by and between DOOLY COUNTY, a political subdivision created and existing under the laws of the State of Georgia, and the CITY OF PINEHURST, Georgia, a political subdivision of the State of Georgia,

WITNESSETH:

WHEREAS, Dooly County, a political subdivision created and existing under the laws of the State of Georgia, after a diligent study and review has heretofore determined it to be in the best interest of all the citizens of Dooly County to provide for the proper collection and disposal of solid waste generated within the boundaries of Dooly County; and

WHEREAS, Dooly County has determined that in order to provide for the proper collection and disposal of solid waste it should create the Dooly County Solid Waste Management Department to study, plan, and manage for the County's solid waste management needs; and

WHEREAS, the City of Pinhurst has determined that it is in the best interest of the citizens of the City of Pinhurst for the Dooly County Solid Waste Management Department to collect solid waste and dispose of same generated within the corporate limits of the City of Pinhurst; and

WHEREAS, the County and the City have determined that it is in the best interest of the citizens of the City and the County to enter into a contract between the City and the County

to provide that Dooly County will provide solid waste management and disposal services for the citizens of the City of Pinehurst; and

WHEREAS, Article 9, Section III, paragraph 1, of the Constitution of the State of Georgia provides in pertinent part that any county, municipality, or other political subdivision of the State of Georgia, may contract for any period not exceeding 50 years with each other or with any public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment for such activities, services, or facilities which the county, municipality, or public authority is authorized by law to undertake or provide;

NOW THEREFORE, for and in consideration of the premises and mutual covenants and agreements herein contained, the parties hereby agree as follows:

Section 1. Term.

The term of this agreement shall begin on the 1 day of July, 1998, and end on the 31st day of December, 2020, and shall constitute a binding obligation of the parties from and after its execution by the last party to execute the same.

Section 2. Definitions.

(a) Those words used herein which are defined in O.C.G.A. Section 12-8-22 and Section 12-8-62 shall also have any broader or narrower meaning provided by any future amendments to said code sections.

(b) As used herein, the term:

1. "Municipal solid waste" means any solid waste derived from households, including garbage, trash, and sanitary waste in septic tanks, and mean solid waste

from single-family and multi-family residences, hotels and motels, bunkhouses, campgrounds, picnic grounds, and day-use recreation facilities. The term includes commercial solid waste but does not include yard trimmings or solid waste from mining, agricultural, or silvicultural operation or industrial processes or operations.

2. "Hazardous waste" means any solid waste which has been defined as a hazardous waste and the regulations promulgated by the administrator of the United States Environmental Protection Agency pursuant to the Federal Acts which were in force and effect on February 1, 1991, codified as 40 C.F.R. Section 261.3 and any amendments thereto and designated hazardous waste.

3. "Bulky items" means white goods, such as discarded washing machines, dryers, stoves, refrigerators, freezers, and similar appliances; discarded furniture, mattresses, bedsprings bicycles, and like items; and yard trimmings.

4. "Commercial refuse" means waste material from the construction, remodeling, and repair operations on houses, commercial buildings, multiple dwellings, and other structures such as concrete, bricks, plaster, stone, earth, lumber, roofing materials, gutters, shavings, and sawdust.

Section 3. Covenants.

(a) Dooly County shall provide solid waste management services, including collection and disposal, within the corporate limits of the City of Pinehurst.

(b) Dooly County shall collect and dispose of municipal solid waste. Dooly County does not agree to collect and dispose of hazardous waste. Dooly County may in its sole

discretion and upon such additional terms as may be agreed to collect and dispose of bulky items and commercial refuse.

(c) The City of Pinehurst shall cease and desist from operating a municipal solid waste management program of any kind except by written agreement with Dooly County.

(d) The City of Pinehurst shall grant Dooly County the exclusive right during the term of this agreement and any renewal thereof to collect, haul, and dispose of municipal solid waste within the corporate limits of the City of Pinehurst and shall not enter into any contract, agreement, or franchise with any private hauler or collector for the disposal of municipal solid waste within the City.

(e) Upon written notice from Dooly County of their intent not to collect and dispose of bulky items and commercial refuse, the City of Pinehurst may collect and dispose, or provide for the collection and disposal, or grant any exclusive right for the collection and disposal of bulky items and commercial refuse within the corporate limits of the City of Pinehurst.

Section 4. Indemnity.

Dooly County agrees to indemnify and hold the City harmless from any and all claims, suits, causes of actions, judgments or damages, including damages for care and loss of services because of bodily injury, sickness, or disease, including death resulting therefrom, sustained by it or any person or persons and because of injury to, or destruction of, property, including the loss of use thereof, caused by, arising out of, or resulting from any act or omission of the county, its agents, servants, and employees.

Section 5. Condition to Effectiveness.

This contract shall not become effective and shall be null and void should Dooly County not perform those services a provided herein on or prior to 31 day of July, 1998.

Section 6. Miscellaneous.

This agreement constitutes the entire understanding between the County and the City and may be modified by a written instrument duly executed by the parties hereto.

This agreement is governed by the laws of the State of Georgia.

Time is of the essence in this agreement.

IN WITNESS WHEREOF, the parties have made and executed this agreement, this 16 day of April, 1998.

DOOLY COUNTY

By:

Wayne J. WTS
Chairman, Dooly County Commissioners

Attest:

Stephen Chonders
County Clerk

CITY OF PINEHURST

By:

Donald M. Dean
Mayor

Attest:

Ernestine Bledsoe
Clerk

CONTRACT

This contract, made and entered into as of the 13th day of December, 1994, by and between DOOLY COUNTY, a political subdivision created and existing under the laws of the State of Georgia, and the CITY OF UNADILLA, Georgia, a political subdivision of the State of Georgia.

W I T N E S S E T H:

WHEREAS, Dooly County, a political subdivision created and existing under the laws of the State of Georgia, after a diligent study and review has heretofore determined it to be in the best interest of all the citizens of Dooly County to provide for the proper collection and disposal of solid waste generated within the boundaries of Dooly County; and

WHEREAS, Dooly County has determined that in order to provide for the proper collection and disposal of solid waste it should create the Dooly County Solid Waste Management Department to study, plan, and manage for the County's solid waste management needs; and

WHEREAS, the City of Unadilla has determined that it is in the best interest of the citizens of the City of Unadilla for the Dooly County Solid Waste Management Department to collect solid waste and dispose of same generated within the corporate limits of the City of Unadilla; and

HODGES, ERWIN
& HEDRICK
507 NORTH JEFFERSON ST.
P.O. BOX 2025
ALBANY, GEORGIA 31705-2025
PHONE: (404) 553-7463

WHEREAS, the County and the City have determined that it is in the best interest of the citizens of the City and the County to enter into a contract between the City and the County to provide that Dooly County will provide solid waste management and disposal services for the citizens of the City of Unadilla; and

WHEREAS, Article 9, Section III, paragraph 1, of the Constitution of the State of Georgia provides in pertinent part that any county, municipality, or other political subdivision of the State of Georgia, may contract for any period not exceeding 50 years with each other or with any public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment for such activities, services, or facilities which the county, municipality, or public authority is authorized by law to undertake or provide;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements herein contained, the parties hereby agree as follows:

Section 1. Term.

The term of this agreement shall be for 25 years, beginning on the 1st day of January, 1995, and ending on the 31st day of December, 2020, and shall constitute a binding obligation of the parties from and after its execution by the last party to execute the same.

**HODGES, ERWIN
& HEDRICK**
507 NORTH JEFFERSON ST.
P.O. BOX 2320
ALBANY, GEORGIA 31702-2320
PHONE (912) 883-7463

Section 2. Definitions

(a) Those words used herein which are defined in O.C.G.A. §§12-8-22 and 12-8-62 shall also have any broader or narrower meaning provided by any future amendments to said code sections.

(b) As used herein, the term:

1. "Municipal solid waste" means any solid waste derived from households, including garbage, trash, and sanitary waste in septic tank, and mean solid waste from single-family and multi-family residences, hotels and motels, bunkhouses, campgrounds, picnic grounds, and day-use recreation facilities. The term includes yard trimmings and commercial solid waste but does not include solid waste from mining, agricultural, or silvicultural operations or industrial processes or operations.

2. "Hazardous waste" means any solid waste which has been defined as a hazardous waste and the regulations promulgated by the administrator of the United States Environmental Protection Agency pursuant to the Federal Acts which are in force and effect on February 1, 1991, codified as 40 C.F.R. Section 261.3 and designated hazardous waste.

3. "Bulky items" means white goods, such as discarded washing machines, dryers, stoves, refrigerators, freezers, and similar appliances; discarded furniture, mattresses, bedsprings, bicycles, and like items.

**HODGES, ERWIN
& HEDRICK**
507 NORTH JEFFERSON ST.
P.O. BOX 2320
ALBANY, GEORGIA 31702-2320
PHONE (912) 883-7463

4. "Commercial refuse" means waste material from the construction, remodeling, and repair operations on houses, commercial buildings, multiple dwellings, and other structures such as concrete, bricks, plaster, stone, earth, lumber, roofing materials, gutters, shavings, and sawdust.

Section 3. Covenants

(a) Dooly County shall provide solid waste management services, including collection and disposal, within the corporate limits of the City of Unadilla.

(b) Dooly County shall collect and dispose of municipal solid waste. Dooly County does not agree to collect and dispose of hazardous waste. Dooly County may in its sole discretion collect and dispose of bulky items and commercial refuse.

(c) The City of Unadilla shall cease and desist from operating a municipal solid waste management program of any kind except by written agreement with Dooly County.

(d) The City of Unadilla shall grant Dooly County the exclusive right during the term of this agreement and any renewal thereof to collect, haul, and dispose of municipal solid waste within the corporate limits of the City of Unadilla and shall not enter into any contract, agreement, or franchise with any private hauler or collector for the disposal of municipal solid waste within the City.

**HODGES, ERWIN
& HEDRICK**
807 NORTH JEFFERSON ST.
P.O. BOX 2320
ALBANY, GEORGIA 31702-2320
PHONE (912) 883-7463

(e) Upon written notice from Dooly County of their intent not to collect and dispose of bulky items and commercial refuse, the City of Unadilla may collect and dispose, or provide for the collection and disposal, or grant any exclusive right for the collection and disposal of bulky items and commercial refuse within the corporate limits of the City of Unadilla.

Section 4. Indemnity.

Dooly County agrees to indemnify and hold the City harmless from any and all claims, suits, causes of actions, judgments or damages, including damages for care and loss of services because of bodily injury, sickness, or disease, including death resulting therefrom, sustained by it or any person or persons and because of injury to, or destruction of, property, including the loss or use thereof, caused by, arising out of, or resulting from any act or omission of the County, its agents, servants, and employees.

Section 5. Condition to Effectiveness

This contract shall not become effective and shall be null and void should Dooly County not perform those services as provided herein on or prior to July 1, 1995.

Section 6. Miscellaneous.

This agreement constitutes the entire understanding between the County and the City and may be modified by a written instrument duly executed by the parties hereto.

**HODGES, ERWIN
& HEDRICK**
507 NORTH JEFFERSON ST.
P.O. BOX 2320
ALBANY, GEORGIA 31702-2320
PHONE (912) 883-7483

This agreement is governed by the laws of the State of Georgia.

Time is of the essence in this agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement this 13th day of December, 1994.

DOOLY COUNTY

By: Wayne J. West
Chairman, Dooly County Commission

Attest: Heather Chandler
County Clerk

CITY OF UNADILLA

By: Chris Hughes
Mayor

Attest: Olivia Quilley
City Clerk

HODGES, ERWIN
& HEDRICK
507 NORTH JEFFERSON ST.
P.O. BOX 2320
ALBANY, GEORGIA 31702-2320
PHONE (812) 883-7463

CONTRACT AMENDMENT

This contract, made and entered into as of the first day of July, 1995, by and between Dooly County, a political subdivision created and existing under the laws of the State of Georgia, and the City of Unadilla, Georgia, a political subdivision of the State of Georgia,

W I T N E S E T H:

Whereas, Dooly County and the City of Unadilla did enter into a contract for the proper collection and disposal of solid waste; and

Whereas, the contract provided that as a condition of effectiveness Dooly County would perform those services on or prior to July 1, 1995, or the contract would become null and void and have no affect; and

Whereas, after a diligent effort on the part of the County Commission to plan and implement a comprehensive solid waste program, the County will be unable to provide such services by July 1, 1995; and

Whereas, the County is continuing in the best interest of all of its citizens to implement a solid waste program and expects full implementation by October 1, 1995;

Now, therefore, for and in consideration of the sum of \$1 in hand paid by each party to the other and the promises and mutual covenants and agreements contained in the contract, the parties hereby agree to amend the contract as follows:

1.

Section 5. Condition to Effectiveness. This contract shall not become effective and shall be null and void should Dooly County not perform those services as provided herein on or prior to October 1, 1995.

HODGES, ERWIN,
HEDRICK & COLEMAN
507 NORTH JEFFERSON ST.
P.O. BOX 2320
ALBANY, GEORGIA 31702-2320
PHONE (912) 863-7463

2.

All provisions of the contract in conflict herewith are rescinded.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement this

1 day of July, 1995.

DOOLY COUNTY

By: Wayne West
Chairman

(S E A L)

Attest: Stephen Anderson
Clerk

CITY OF UNADILLA

By: Ben Shugart
Mayor

(S E A L)

Attest: Dease Conners
Clerk

HODGES, ERWIN,
HEDRICK & COLEMAN
607 NORTH JEFFERSON ST.
P.O. BOX 2320
ALBANY, GEORGIA 31702-2320
PHONE (912) 883-7463

CONTRACT

This contract, made and entered into as of the 28 day of NOVEMBER, 1994, by and between DOOLY COUNTY, a political subdivision created and existing under the laws of the State of Georgia, and the CITY OF VIENNA, Georgia, a political subdivision of the State of Georgia,

W I T N E S S E T H:

WHEREAS, Dooly County, a political subdivision created and existing under the laws of the State of Georgia, after a diligent study and review has heretofore determined it to be in the best interest of all the citizens of Dooly County to provide for the proper collection and disposal of solid waste generated within the boundaries of Dooly County; and

WHEREAS, Dooly County has determined that in order to provide for the proper collection and disposal of solid waste it should create the Dooly County Solid Waste Management Department to study, plan, and manage for the County's solid waste management needs; and

WHEREAS, the City of Vienna has determined that it is in the best interest of the citizens of the City of Vienna for the Dooly County Solid Waste Management Department to collect solid waste and dispose of same generated within the corporate limits of the City of Vienna; and

ODGES, ERWIN
& HEDRICK
NORTH JEFFERSON ST.
P.O. BOX 2520
WY, GEORGIA 31702-2520
PHONE (912) 893-7483

WHEREAS, the County and the City have determined that it is in the best interest of the citizens of the City and the County to enter into a contract between the City and the County to provide that Dooly County will provide solid waste management and disposal services for the citizens of the City of Vienna; and

WHEREAS, Article 9, Section III, paragraph 1, of the Constitution of the State of Georgia provides in pertinent part that any county, municipality, or other political subdivision of the State of Georgia, may contract for any period not exceeding 50 years with each other or with any public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment for such activities, services, or facilities which the county, municipality, or public authority is authorized by law to undertake or provide;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements herein contained, the parties hereby agree as follows:

Section 1. Term.

The term of this agreement shall be for 25 years, beginning on the 1st day of January, 1995, and ending on the 31st day of December, 2020, and shall constitute a binding obligation of the parties from and after its execution by the last party to execute the same.

LODGES, ERWIN
& HEDRICK
1 NORTH JEFFERSON ST.
P.O. BOX 2320
ANY, GEORGIA 31702-2320
PHONE (912) 683-7463

Section 2. Definitions

(a) Those words used herein which are defined in O.C.G.A. §§12-8-22 and 12-8-62 shall also have any broader or narrower meaning provided by any future amendments to said code sections.

(b) As used herein, the term:

1. "Municipal solid waste" means any solid waste derived from households, including garbage, trash, and sanitary waste in septic tank, and mean solid waste from single-family and multi-family residences, hotels and motels, bunkhouses, campgrounds, picnic grounds, and day-use recreation facilities. The term includes yard trimmings and commercial solid waste but does not include solid waste from mining, agricultural, or silvicultural operations or industrial processes or operations.

2. "Hazardous waste" means any solid waste which has been defined as a hazardous waste and the regulations promulgated by the administrator of the United States Environmental Protection Agency pursuant to the Federal Acts which are in force and effect on February 1, 1991, codified as 40 C.F.R. Section 261.3 and designated hazardous waste.

3. "Bulky items" means white goods, such as discarded washing machines, dryers, stoves, refrigerators, freezers, and similar appliances; discarded furniture, mattresses, bedsprings, bicycles, and like items.

ODGES, ERWIN
& HEDRICK
NORTH JEFFERSON ST.
P.O. BOX 2320
MAY, GEORGIA 31702-2320
PHONE (912) 883-7463

4. "Commercial refuse" means waste material from the construction, remodeling, and repair operations on houses, commercial buildings, multiple dwellings, and other structures such as concrete, bricks, plaster, stone, earth, lumber, roofing materials, gutters, shavings, and sawdust.

Section 3. Covenants

(a) Dooly County shall provide solid waste management services, including collection and disposal, within the corporate limits of the City of Vienna.

(b) Dooly County shall collect and dispose of municipal solid waste. Dooly County does not agree to collect and dispose of hazardous waste. Dooly County may in its sole discretion collect and dispose of bulky items and commercial refuse.

(c) The City of Vienna shall cease and desist from operating a municipal solid waste management program of any kind except by written agreement with Dooly County.

(d) The City of Vienna shall grant Dooly County the exclusive right during the term of this agreement and any renewal thereof to collect, haul, and dispose of municipal solid waste within the corporate limits of the City of Vienna and shall not enter into any contract, agreement, or franchise with any private hauler or collector for the disposal of municipal solid waste within the City.

ODGES, ERWIN
& HEDRICK
7 NORTH JEFFERSON ST.
P.O. BOX 2320
ANY, GEORGIA 31702-2320
PHONE (912) 863-7463

(e) Upon written notice from Dooly County of their intent not to collect and dispose of bulky items and commercial refuse, the City of Vienna may collect and dispose, or provide for the collection and disposal, or grant any exclusive right for the collection and disposal of bulky items and commercial refuse within the corporate limits of the City of Vienna.

Section 4. Indemnity.

Dooly County agrees to indemnify and hold the City harmless from any and all claims, suits, causes of actions, judgments or damages, including damages for care and loss of services because of bodily injury, sickness, or disease, including death resulting therefrom, sustained by it or any person or persons and because of injury to, or destruction of, property, including the loss or use thereof, caused by, arising out of, or resulting from any act or omission of the County, its agents, servants, and employees.

Section 5. Condition to Effectiveness

This contract shall not become effective and shall be null and void should Dooly County not perform those services as provided herein on or prior to July 1, 1995.

Section 6. Miscellaneous.

This agreement constitutes the entire understanding between the County and the City and may be modified by a written instrument duly executed by the parties hereto.

ODGES, ERWIN
& HEDRICK
* NORTH JEFFERSON ST.
P.O. BOX 2320
WAY, GEORGIA 31702-2320
*PHONE (912) 683-7463

This agreement is governed by the laws of the State of Georgia.

Time is of the essence in this agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement this 28 day of NOVEMBER, 1994.

DOOLY COUNTY

By: Wayne J. Wood
Chairman, Dooly County Commission

Attest: Michael Chandler
County Clerk

CITY OF VIENNA

By: Willie Davis
Mayor

Attest: Frank Hambrick
City Clerk

ODGES, ERWIN
& HEDRICK
NORTH JEFFERSON ST.
P.O. BOX 2320
MTY, GEORGIA 31702-2320
PHONE (912) 683-7463

September 4, 2009

Mr. Windell F. Peters
WFP Code Services, LLC
289 Midway Rd., P.O. Box 160
Williamson, Georgia 30292

Dear Windell:

The Georgia Department of Community Affairs (DCA) has appointed a task force to review the National Green Building Standard (ICC 700-2008) for residential construction of One- and Two- Family Dwellings, including townhouses. William L. Duck, Jr., Chairman of the State Codes Advisory Committee (SCAC), has recommended you to serve as Chairman of this task force, representing the State Codes Advisory Committee. I am pleased to accept his recommendation.

The task force should meet as many times as needed in order to make recommendations to the SCAC. The first meeting of the task force is scheduled for September 30, 2009. Anthony Claffey, Codes Consultant, will be assisting you and the other members of the task force in the completion of its charge. You may contact him by phone at 404-679-4845 or by email at anthony.claffey@dca.ga.gov.

We appreciate your willingness to serve on this task force.

Sincerely,

Mike Beatty, Commissioner

MB/ac
Enclosures
cc: William L. Duck, Jr.
Ted Miltiades, DCA