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117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

## Work Session

### Agenda

**Friday, March 1, 2019 ♦ following Regular Meeting**

**Putnam County Administration Building – Room 204**

### Opening

1. Call to Order

### Work Session

2. Review of SPLOST 8 and TSPLOST Revenue and Expenditures
  - a. Review of Transportation Projects to include SPLOST 9
3. Status of GDOT Meeting in Putnam County
  - a. Date - Time – Location
4. Oconee Springs Park
  - a. LWCF Inspection
  - b. OSP Improvements to include the Pavilion Building
  - c. Georgia Power Approvals
5. Excess County Properties
  - a. List of Properties
  - b. What to do with them?
  - c. Time to put some (all) back on the tax rolls?
6. Review of Trash Collection and Disposal
  - a. Present Contract
  - b. Competition Potential
  - c. Voluntary Curbside Pickup Costs
  - d. Alternatives

### Closing

7. Adjournment

The Board of Commissioners reserves the right to continue the meeting to another time and place in the event the number of people in attendance at the meeting, including the Board of Commissioners, staff, and members of the public exceeds the legal limits. The meeting cannot be closed to the public except by a majority vote of a quorum present for the meeting. The board can vote to go into an executive session on a legally exempt matter during a public meeting even if not advertised or listed on the agenda. Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Compliance Officer, at least three business days in advance of the meeting at 706-485-2776 to allow the County to make reasonable accommodations for those persons.

**Backup material for agenda item:**

2. Review of SPLOST 8 and TSPLOST Revenue and Expenditures
  - a. Review of Transportation Projects to include SPLOST 9

The Board of Commissioners reserves the right to continue the meeting to another time and place in the event the number of people in attendance at the meeting, including the Board of Commissioners, staff, and members of the public exceeds the legal limits. The meeting cannot be closed to the public except by a majority vote of a quorum present for the meeting. The board can vote to go into an executive session on a legally exempt matter during a public meeting even if not advertised or listed on the agenda. Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Compliance Officer, at least three business days in advance of the meeting at 706-485-2776 to allow the County to make reasonable accommodations for those persons.

**SPLOST #8**

	<b>Acc or Dept</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>Total</b>	<b>Budget</b>	LMIG Funds (add to Budget)	<b>Balance</b>
Total Taxes Collected	31.3201	2,591,479.05	2,870,002.90	2,932,044.53	8,393,526.48	7,500,000		893,526
Minus City Portion	15105	(642,686.81)	(711,760.72)	(727,147.04)	(2,081,594.57)	1,860,000		221,595
Total County Portion		1,948,792.24	2,158,242.18	2,204,897.49	6,311,931.91	5,640,000		671,932
Transfer from LMIG Fund	39.1101	486,440.30		1,062,400.00	1,548,840.30	0		1,548,840
Interest	36.1001	1,848.67	3,548.98	6,000.00	11,397.65	0		11,398
<b>Total County Revenues</b>		<b>2,437,081.21</b>	<b>2,161,791.16</b>	<b>3,273,297.49</b>	<b>7,872,169.86</b>			2,232,169.86
Expenditures:								
GEFA Loan	15105				0.00	450,000		450,000
Convention Center/Aquatic Park	15651	54,449.92		0.00	54,449.92	250,000		195,550
Plaza Center Upgrades	15651		75,000.00	0.00	75,000.00	75,000		0
Sheriff's Office	33001	128,414.99	73,895.33	247,690.00	450,000.32	450,000		(0)
Fire	35001	341,013.00	315,615.00		656,628.00	510,000		(146,628)
EMS	36001	153,070.00	21,294.00	129,008.00	303,372.00	450,000		146,628
Animal Services	39101			25,000.00	25,000.00	25,000		0
Public Works - Roads	42001	1,713,002.37	188,762.15	2,285,312.78	4,187,077.30	939,000	1,548,840	(1,699,237)
Public Works - Equipment	42001		60,394.00	144,248.00	204,642.00	225,000		20,358
EPWSA -WW Plant Upgrade	44001			100,000.00	100,000.00	100,000		0
PGH	51105		400,000.00	766,000.00	1,166,000.00	1,166,000		0
Recreation Center Upgrade	61221	162,153.40		237,847.00	400,000.40	400,000		(0)
Oconee Springs Park	61801	22,902.92	11,100.00	115,997.00	149,999.92	150,000		0
Putnam Dev Authority	75201			100,000.00	100,000.00	100,000		0
General Obligation Debt	-				0.00	350,000		350,000
<b>Total Expenditures</b>		<b>2,575,006.60</b>	<b>1,146,060.48</b>	<b>4,151,102.78</b>	<b>7,872,169.86</b>	<b>5,640,000</b>		<b>(683,330)</b>
<b>FUND BALANCE</b>		<b>(137,925.39)</b>	<b>877,805.29</b>	<b>0.00</b>				
*Estimate 9 more payments at \$244,337				1.6 million more for roads				

# SPLOST 8

A. Assuming the question of imposing a County SPLOST is approved by the voters of the special district in the election hereinafter referred to, the SPLOST shall be imposed for the term, purposes and costs as follows:

1. In order to finance the Projects described herein, a SPLOST in the amount of one percent (1%) on all sales and uses in the County is hereby authorized to be levied and collected within the special district created in the County as provided in the Act.

2. The proceeds of such tax are to be used to fund the Projects. The Projects consist of “County Projects” and “Municipal Projects.” The County Projects, the Municipal Projects, and the estimated Costs are set forth below:

<u>County Projects</u>	<u>Estimated Costs</u>
EMS – Ambulances/equipment	\$450,000.00
Sheriff – Cars/Jail Upgrade	\$450,000.00
Animal Services – Sally port	\$25,000.00
Fire/Rescue – Firetrucks/equipment	\$510,000.00
Putnam Development Authority – Site Preparation	\$100,000.00
Public Works – Heavy Equipment	\$225,000.00
Recreation – Rec Center Upgrade	\$400,000.00
Convention Center Complex/Aquatic Park Feasibility & Engineering Study	\$250,000.00
GEFA Loan	\$450,000.00
City of Eatonton – Plaza Center Upgrades	\$75,000.00
Oconee Springs Park	\$150,000.00
Public Works – Roads/Bridges	\$939,000.00
Putnam General Hospital – SPLOST 7 Retired Debt up to \$1,166,000.00	\$1,166,000.00
EPWSA – WW Plant Upgrade	\$100,000.00
 <u>Municipal Projects</u>	 <u>Estimated Costs</u>
Roads/Bridges/Sidewalks	\$790,000.00
Road Maintenance Equipment	\$105,200.00
Tanker Truck Fire	\$200,000.00
Fire Fighting Equipment	\$59,800.00
Police Cars	\$90,000.00
Police Equipment	\$25,000.00
City Shop Vehicle Lift	\$30,000.00
Gas Line Expansion	\$400,000.00
Plaza Arts Center	\$80,000.00
Prison	\$80,000.00

3. The SPLOST is to be imposed for a period of three years.

**TSPLOST FUND  
Estimate 1-15-19**

	Acc or Dept	2018	2019	2020	2021	2022	2023	Total	Budget	Balance
Total Taxes Collected	31.3201	1,346,307.37	2,620,716.00	2,644,680.00	2,644,680.00	2,644,680.00	1,322,342.10	13,223,405.47	15,000,000	(1,776,595)
Minus City Portion (25%)	15105	(336,576.86)	(655,179.00)	(661,170.00)	(661,170.00)	(661,170.00)	(330,585.53)	(3,305,851.39)	(3,750,000)	444,149
Total County Portion		1,009,730.51	1,965,537.00	1,983,510.00	1,983,510.00	1,983,510.00	991,756.58	9,917,554.09	11,250,000	(1,332,446)
Interest	36.1001	474.55	2,838.00	2,838.00	2,838.00	2,838.00	1,419.00	13,245.55	0	13,246
<b>Total County Revenues</b>		<b>1,010,205.06</b>	<b>1,968,375.00</b>	<b>1,986,348.00</b>	<b>1,986,348.00</b>	<b>1,986,348.00</b>	<b>993,175.58</b>	<b>9,930,799.64</b>	<b>11,250,000</b>	<b>(1,319,200)</b>
Expenditures:										
Public Works - Labor	42001		30,085.65					30,085.65	800,000	(769,914)
Public Works - Roads	42001	726,109.79	2,176,360.10	1,986,348.00	1,986,348.00	1,986,348.00	993,175.58	9,854,689.47	9,250,000	604,689
Public Works - Equipment	42001							0.00	1,000,000	(1,000,000)
Public Works - Tractor Lease	44001		46,024.52					46,024.52	200,000	(153,975)
<b>Total Expenditures</b>		<b>726,109.79</b>	<b>2,252,470.27</b>	<b>1,986,348.00</b>	<b>1,986,348.00</b>	<b>1,986,348.00</b>	<b>993,175.58</b>	<b>9,930,799.64</b>	<b>11,250,000</b>	<b>(1,319,200)</b>
<b>FUND BALANCE</b>		<b>284,095.27</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>(0.00)</b>			
<b>Collected 9 months to date, avg = \$220,390</b>			This is quick estimate assuming no increase each year, just based on 9 mo. Average.							

**PUTNAM COUNTY  
LOCAL TSPLOST PROJECT LIST  
APPROVED BY BOARD OF COMMISSIONERS**

Repaving projects estimated at 12 months  
Engineering & design estimated at 5 years

If you have questions, contact your county commissioner

**INTERSECTION SAFETY IMPROVEMENTS**

<b>PROJECT NAME</b>	<b>PROJECT DESCRIPTION</b>
SCOTT ROAD EXTENSION	Extend Scott Road to Riverside Drive. Includes traffic signal at SR 44. Coordination with GDOT SR 44 widening project. Project to also include right turn lane on SR 44 northbound at intersection and signalization; includes signal warrant study and small area traffic circulation study if EB warrants not met on Scott Rd
SCOTT RD @ HARMONY ROAD	Eliminate the skew angle that exists through re-alignment of Scott Road at a 90-degree angle to Harmony Road.
TWIN BRIDGES @ SR 212	Increase radii at northeast & southeast corner of intersection – limited shoulder width at intersection is a traffic safety issue; includes increasing length of culvert and adding safety end section due to changes in intersection radii
TWIN BRIDGES @ DENNIS STATION ROAD	Increase radii at northeast & northwest corner of intersection to accommodate multi-axle tractor trailer truck turning movements. Perform in conjunction with the 2018 LMIG resurfacing project.
Wilson Rd radius improvements; MLK & Crooked Creek	Improve radii at both intersections to accommodate long wheel-based tractor trailers & correct sight distance restriction at SE corner of Crooked Creek

**PROPOSED ROAD RESURFACING & REHABILITATION**

<b>ROAD SECTION</b>	<b>TYPE OF REPAIR</b>
<p><b>FLAT ROCK RD</b>                      From: Pea Ridge                      To: SR 24/441</p>	<p>Asphalt Patching/Milling/Resurfacing                      (assume thermoplastic striping on all resurface roads)</p>
<p><b>TWIN BRIDGES RD</b>                      From: SR 212                      To: Avant Road</p>	<p>Asphalt Patching/Milling/Resurfacing</p>
<p><b>WINDING RIVER RD</b>                      From: North Rock Island Dr.                      To: Dead End</p>	<p>Asphalt Patching/Milling/Resurfacing</p>
<p><b>WILSON ROAD</b>                      From: Martin Luther King                      To: Crooked Creek Rd</p>	<p>Asphalt Patching/Milling/Resurfacing                      (widen from 18 to 20 feet)</p>
<p><b>OCONEE SPRINGS RD</b>                      From: Pinkerton Rd                      To: Texas Chapel Dr.</p>	<p>Asphalt Patching/Milling/Resurfacing</p>
<p><b>NEW PHOENIX RD</b>                      From: SR 44                      To: .75 miles from Little Cir.</p>	<p>Asphalt Patching/Milling/Resurfacing</p>
<p><b>NEW PHOENIX RD</b>                      From: Wards Chapel Rd                      To: Spivey Rd</p>	<p>Asphalt Patching/Milling/Resurfacing</p>
<p><b>NEW PHOENIX RD</b>                      From: Spivey Rd                      To: SR 16</p>	<p>Asphalt Patching/Milling/Resurfacing</p>
<p><b>LOWER HARMONY RD</b>                      From: Bethel Church Rd                      To: 1 mi. north of Dance Rd</p>	<p>Asphalt Patching/Milling/Resurfacing</p>
<p><b>SPARROW WAY</b>                      From: Hummingbird Dr.                      To: Humming Bird Lane</p>	<p>Asphalt Patching/Milling/Resurfacing</p>
<p><b>MOCKINGBIRD DR</b>                      From: Dead End                      To: Rabbit Skip Rd</p>	<p>Asphalt Patching/Milling/Resurfacing</p>
<p><b>CROOKED CREEK RD</b>                      From: Old Copeland                      To: Dirt section</p>	<p>Asphalt Patching/Milling/Resurfacing</p>
<p><b>CROOKED CREEK RD</b>                      From: Wilson Rd                      To: .5 mi. north of Pea Ridge</p>	<p>Asphalt Patching/Milling/Resurfacing</p>
<p><b>PEA RIDGE LANE</b>                      From: SR 24/441                      To: Pea Ridge Rd</p>	<p>Asphalt Patching/Milling/Resurfacing</p>

<p style="text-align: center;"><b>S. STEEL BRIDGE RD</b></p> <p>From: Nina Drive To: Steel Bridge Ct</p>	<p style="text-align: center;">Asphalt Patching/Milling/Resurfacing</p>
<p style="text-align: center;">South Shore Road</p> <p>From: Twin Bridges Rd To: Blue Gill Rd</p>	<p style="text-align: center;">Minor patching/resurfacing Mill/Resurface &amp; Thermoplastic Stripe</p>
<p style="text-align: center;"><b>BLUE GILL ROAD</b></p> <p>From: Dead End To: Ford Road</p>	<p style="text-align: center;">Asphalt Patching/Milling/Resurfacing and thermoplastic striping with minor widening from 19 to 20 feet (east section – pavement condition worse than west section) West section – 8189 feet East Section – 4978 feet</p>

**ROAD RESURFACING & REHABILITATION**

<b>ROAD SECTION</b>	<b>TYPE OF REPAIR</b>
<p style="text-align: center;"><b>REID ROAD</b></p> <p>From: City Limits To: End of Pavement</p>	<p style="text-align: center;">Resurfacing – additional repairs TBD after site assessment (assume thermoplastic striping on all resurfaced roads)</p>
<p style="text-align: center;"><b>WINDING RIVER ROAD</b></p> <p>From: Rock Island To: Dead End</p>	<p style="text-align: center;">Asphalt Patching/Milling/Resurfacing (assume thermoplastic striping on all resurfaced roads)</p>
<p style="text-align: center;"><b>TWIN BRIDGES ROAD</b></p> <p>From: Hwy 441 To: Dennis Station Rd</p>	<p style="text-align: center;">Resurfacing – additional repairs TBD after site assessment (assume thermoplastic striping on all resurfaced roads)</p>



**RESTRIPING**  
(edge/centerline & reflectors as required)

<b>PROJECT</b>	<b>LENGTH (mile)</b>
Crooked Creek Road From: Old Copeland To: Dirt section	1.23
New Phoenix Rd From: Little Circle To: Old Phoenix Rd	.62
New Phoenix Road From: Wards Chapel Rd To: Garrett Dr.	.72
New Phoenix Road From: 1.1 mi. east of SR 44 To: Little Circle	.83
New Phoenix Road From: Old Phoenix Rd To: Garrett Dr.	.52
Fletcher Road From: Welch Rd To: Dead End	.33
Club House Road From: Crooked Creek Rd To: Church Rd	1.35
Crooked Creek Road From: Pinkerton Rd To: 1.1 mi. from S. Steel Bridge Rd	.46
Crooked Creek Road From: S. Steel Bridge Rd To: .5 mi. from dirt section of Crooked Creek Rd	1.21
Inez Drive From: S. Spring St To: S. Spring St	.73
Long Shores Ave From: Long Shores Rd To: Long Shores Way	1.07
Long Shores Circle From: Long Shores Ave To: Dead End	.06
Long Shores Drive From: Oak Ridge lane To: Dead End	.99

Long Shores Way From: Long Shores Ave To: Dead End	1.07
Oak Ridge Lane From: Long Shores Dr. To: Dead End	.21
Pinkerton Road From: Oconee Springs Rd To: 3 miles from Crooked Creek Intersection	.81
Pinkerton Road From: Crooked Creek Rd To: Oconee Springs Rd	2.93
South Spring Road From: Inez Drive To: DeJarnette Rd	1.21
Spring Street From: Rockville Rd To: DeJarnette Rd	1.35
Welch Road From: Inez Dr. To: Fletcher Rd	.12
Dennis Station Road From: Old Milledgeville Rd/441 To: Dead End	46,543
Oconee Springs Road From: city limits to Texas Chapel Rd From: Pinkerton to SR 16	<b>7.72</b>
Pea Ridge Road From: 441 To: Scuffleboro	2.93
Little River Trail From: Avant To: Dead End	2.23
Glenwood Springs From 441 To: Dirt Section	6.79
South Shore Road From: Twin Bridges To: Blue Gill Rd (to SE section)	2.67
South Wesley Chapel Rd From: Oconee Springs Rd To: Crooked Creek Rd	.32
Ace Road From: Scuffleboro Rd To: Dead End	.43

Lakeview Rd From: SR 44 To: Dead End	.70
Clack Circle From: SR 44 To: SR 44	.32
Flat Rock Road From: Pea Ridge Rd To: SR 24/441	.66
Crooked Creek Bay From: Crooked Creek Rd To: Dead End	.86
Nina Drive From: Steel Bridge Rd To: Dead End	.20
King Fish Road From: Old Copeland Rd To: Crooked Creek Rd	.75
Scuffleboro From: Ace Drive To: Gregory Lane	.64

### **RESTRIPING/PAVEMENT REFLECTORS/STREET ADVISORY PLATES**

<b>PROJECT</b>	<b>LENGTH (mile)</b>
NEW PHOENIX ROAD From: SR 44 To: SR 16	4.85
CROOKED CREEK ROAD From: Pinkerton Rd To: 1.1 miles from S. Steel Bridge Rd	.46
DENNIS STATION ROAD From: Old Milledgeville Rd To: Twin Bridges Rd	4.6
SCUFFLEBORO ROAD From: Pea Ridge Road To: Dead End	3.3
STEEL BRIDGE ROAD From: Crooked Creek Rd To: Dead End	4.1
UNION CHAPEL ROAD From: US Hwy 441 To: Glades Road	3.0

GLADES ROAD From: Union Chapel Road To: Godfrey Road	3.5
LOWER HARMONY ROAD From: Bethel Church Road To: Approx. 1 mile north of Dance Rd	.64
WILSON ROAD From: Crooked Creek Road To: Martin Luther King Road	1.2
OLD PHOENIX @ PHOENIX Optical Speed Bars	NA

### RESTRIPING

PROJECT	LENGTH (mile)
UNION CHAPEL RD/GLADE RD From: Hwy 441 To: Godfrey Road	6.5
OCONEE SPRINGS ROAD From: City Limits To: Pea Ridge Road	3.8
OCONNE SPRINGS ROAD From: Pea Ridge Road To: Hwy 16	6.0
CROOKED CREEK ROAD From: Pea Ridge Road To: Scuffleboro Road	8.6
SCUFFLEBORO ROAD From: Pea Ridge Road To: Sinclair Road	3.3
SOUTHSHORE ROAD From: Blue Gill Road To: Twin Bridges Road	1.9

# SPLOST 9

1. In order to finance the Projects described herein, a SPLOST in the amount of one percent (1%) on all sales and uses in the County is hereby authorized to be levied and collected within the special district created in the County as provided in the Act.

2. The proceeds of such tax are to be used to fund the Projects. The Projects consist of “County Projects” and “City Projects.” The County Projects, the City Projects, and the estimated Costs are set forth below:

<u>County Projects</u>	<u>Estimated Costs</u>
Sheriff’s Office Vehicles and Building Improvements	\$1,180,000.00
EMS Ambulances and Equipment	\$1,225,000.00
Fire Department Trucks and Equipment	\$1,775,000.00
Public Works Heavy Duty Trucks and Equipment	\$580,000.00
Putnam General Hospital	\$1,000,000.00
Recreation Dept Field Lighting and Building Improvements	\$500,000.00
Community Event Equipment	\$115,000.00
Golf Course Building and Equipment	\$100,000.00
Public Building Improvements	\$445,000.00
Oconee Springs Park Improvements	\$100,000.00
Roads	\$4,406,400.00

<u>City Projects</u>	<u>Estimated Costs</u>
Fire Vehicles	\$22,000.00
Fire Equipment	\$214,000.00
Gas Line Expansion	\$1,000,000.00
Gas Service Computer Equipment	\$35,000.00
Gas Service Vehicles	\$22,000.00
Gas Service Equipment	\$149,000.00
Police Vehicles	\$500,000.00
Police Equipment	\$50,000.00
Road Improvements	\$1,728,600.00
Road Department Vehicles	\$60,000.00
Road Department Equipment	\$430,000.00
City Shop Equipment	\$10,000.00
Building and Grounds Lawnmower	\$6,000.00
Building and Grounds Vehicles	\$22,000.00
Public Buildings	\$600,000.00
Blight Remediation	\$215,000.00
Broadband Feasibility Study	\$50,000.00
City Hall Improvements	\$20,000.00

3. Based on the existence of a valid intergovernmental agreement between the County and the City, the maximum period of time for which the Special Sales Tax shall be imposed shall be six years, i.e., twenty-four calendar quarters. The Special Sales Tax shall be collected beginning October 1, 2019 and shall cease to be imposed on September 31, 2026. Proceeds received from the Special Sales Tax shall be kept in separate accounts from other funds of the County and the City in accordance with O.C.G.A. § 48-8-121.

**SPLOST #9**  
**July 27, 2018**

	A	C	D	E	F	G	H
1	<b>SPLOST #9</b>	<b>Chairman</b>	<b>District #1</b>	<b>District #2</b>	<b>District #3</b>	<b>District #4</b>	<b>If No IGA w/PGH</b>
2	<b>Total (Annual Collection \$2,760,000)</b>	<b>16,560,000</b>	<b>16,560,000</b>	<b>16,560,000</b>	<b>16,560,000</b>	<b>16,560,000</b>	<b>16,560,000</b>
3	<b>City Portion 31%</b>	5,133,600	5,133,600	5,133,600	5,133,600	5,133,600	5,133,600
4	<b>County's Portion under Population</b>	<b>11,426,400</b>	<b>11,426,400</b>	<b>11,426,400</b>	<b>11,426,400</b>	<b>11,426,400</b>	<b>11,426,400</b>
5	<b>Estimates</b>						
6	Sheriffs cars 4/yr X \$45,000	1,080,000	1,080,000	1,080,000	1,080,000	1,080,000	1,080,000
7	Sheriff- Cell Tower 250 SST	0	0	0	0	0	0
8	Sheriff- Building	100,000	100,000	100,000	100,000	100,000	100,000
9	EMS-Ambulances 1/yr X \$175,000	<b>700,000</b>	1,050,000	1,050,000	1,050,000	1,050,000	1,050,000
10	EMS-Cardiac Monitors(5ea.)	175,000	175,000	175,000	175,000	175,000	175,000
11	Fire Pumpers .5/yr X \$400,000	<b>800,000</b>	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000
12	Aerial Fire Truck 1 X\$1.8M	0	0	0	0	0	0
13	Fire Department Equipment	500,000	500,000	500,000	500,000	500,000	500,000
14	PW-Boom Mower 1 X \$160,000	160,000	160,000	160,000	160,000	160,000	160,000
15	PW-Med. Duty Flatbed 1 X \$95,000	95,000	95,000	95,000	95,000	95,000	95,000
16	PW-Med. Duty Dump 2 X \$95,000	190,000	190,000	190,000	190,000	190,000	190,000
17	PW-Tandem Axel Dump 1 X \$135,000	135,000	135,000	135,000	135,000	135,000	135,000
18	PDA-Dennis St.Eng/ Turn Lane Iterfor	0	0	0	0	0	0
19	Rec-Field Lights and Equipment	350,000	350,000	350,000	350,000	350,000	350,000
20	Rec-Roof & Bldg upgrades	150,000	150,000	150,000	150,000	150,000	150,000
21	P&Z-Color plan printer	0	0	0	0	0	0
22	Golf Course (Mower & Building)	100,000	100,000	100,000	100,000	100,000	100,000
23	Community Event Equipment	<b>0</b>	115,000	115,000	115,000	115,000	115,000
24	Public Buildings	100,000	100,000	100,000	100,000	100,000	100,000
25	Courthouse Balcony repair	30,000	30,000	30,000	30,000	30,000	30,000
26	PB Old Annex Bldg Systems	<b>229,000</b>	115,000	115,000	115,000	115,000	115,000
27	PB Old Annex Elevator	0	0	0	0	0	0
28	Old Jail -Windows/Remediation	200,000	200,000	200,000	200,000	200,000	200,000
29	OSP Laundry/electric upgrade	100,000	100,000	100,000	100,000	100,000	100,000
30	Back up -Generators	75,000	75,000	75,000	75,000	75,000	75,000
31	BER Relocation	400,000	0	0	0	0	<b>400,000</b>
32	Putnam General Hospital	<b>600,000</b>	1,000,000	1,000,000	1,000,000	1,000,000	<b>0</b>
33	Total without Roads	<b>6,269,000</b>	<b>7,020,000</b>	<b>7,020,000</b>	<b>7,020,000</b>	<b>7,020,000</b>	<b>6,420,000</b>
34	ROADS	5,157,400	4,406,400	4,406,400	4,406,400	4,406,400	5,006,400
35	<b>GRAND TOTAL</b>	<b>11,426,400</b>	<b>11,426,400</b>	<b>11,426,400</b>	<b>11,426,400</b>	<b>11,426,400</b>	<b>11,426,400</b>
36	Amount per Year for Roads	859,567	734,400	734,400	734,400	734,400	834,400
37							

### Local Option Sales Tax in the General Fund

	2014	2015	2016	2017	2018	2019	2019 Budget	Variance
October	107,136	115,153	112,259	0	130,698	157,811	143,792	14,019
November	109,188	133,737	110,449	123,952	136,541	155,769	143,792	11,977
December	98,011	111,718	105,546	125,292	149,727	162,394	143,792	18,602
January	126,493	111,525	106,578	114,199	137,363		143,792	
February	129,974	107,762	127,092	115,924	135,623		143,792	
March	134,981	118,832	122,763	132,253	165,081		143,792	
April	159,083	129,784	137,392	141,335	155,943		143,792	
May	162,978	125,347	138,789	152,950	168,918		143,792	
June	155,086	127,957	135,649	148,836	176,779		143,792	
July	158,991	121,391	126,585	152,422	174,443		143,792	
August	145,807	118,559	130,455	137,293	161,357		143,792	
September	125,711	112,777	122,439	152,083	157,923		143,792	
<b>TOTAL</b>	<b>1,613,439</b>	<b>1,434,542</b>	<b>1,475,997</b>	<b>1,496,538</b>	<b>1,850,395</b>	<b>475,973</b>	<b>1,725,500</b>	<b>44,598</b>

**Backup material for agenda item:**

3. Status of GDOT Meeting in Putnam County
  - a. Date - Time - Location

The Board of Commissioners reserves the right to continue the meeting to another time and place in the event the number of people in attendance at the meeting, including the Board of Commissioners, staff, and members of the public exceeds the legal limits. The meeting cannot be closed to the public except by a majority vote of a quorum present for the meeting. The board can vote to go into an executive session on a legally exempt matter during a public meeting even if not advertised or listed on the agenda. Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Compliance Officer, at least three business days in advance of the meeting at 706-485-2776 to allow the County to make reasonable accommodations for those persons.





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117 Putnam Drive, Suite A ♦ Eatonton, GA 31024

## **Called Meeting**

### **Agenda**

**Monday, March 18, 2019 ♦ 11:00 AM**

*Putnam County Administration Building – Room 203*

### **Opening**

1. Welcome - Call to Order
2. Pledge of Allegiance (BS)

### **Called Meeting**

3. GDOT Update

### **Closing**

4. Adjournment

The Board of Commissioners reserves the right to continue the meeting to another time and place in the event the number of people in attendance at the meeting, including the Board of Commissioners, staff, and members of the public exceeds the legal limits. The meeting cannot be closed to the public except by a majority vote of a quorum present for the meeting. The board can vote to go into an executive session on a legally exempt matter during a public meeting even if not advertised or listed on the agenda. Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Compliance Officer, at least three business days in advance of the meeting at 706-485-2776 to allow the County to make reasonable accommodations for those persons.

**Backup material for agenda item:**

4. Oconee Springs Park
  - a. LWCF Inspection
  - b. OSP Improvements to include the Pavilion Building
  - c. Georgia Power Approvals

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Esri World Geocoder

(1 of 2)

## State LWCF by County: PUTNAM

Name	PUTNAM
State	GEORGIA
Total LWCF Dollars	139,179.08
Total Projects	5
Per Capita LWCF Spending	6.55
Population Estimate	21,241

## Related tables:

[County LWCF Project List](#)

Esri World Geocoder

(1 of 2)

state list

Related records:

- JERRY DAVIS RECREATION PARK
- EATONTON CITY PARK ADDITION
- POOLE RECREATION COMPLEX
- OCONEE SPRINGS PARK
- OCONEE SPRINGS PARK EXTENSION

Esri World Geocoder

(1 of 2)

### JERRY DAVIS RECREATION PARK

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JERRY DAVIS RECREATION PARK

State	Georgia
County	PUTNAM
Grant ID Element	71
Type	D
grant Element Title	JERRY DAVIS RECREATION PARK
Grant Sponsor	CITY OF EATONTON
Amount	26549.96
Date Approved	

**Related tables:**

- State LWCF by County

Esri World Geocoder

(1 of 2)


### EATONTON CITY PARK ADDITION

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**EATONTON CITY PARK ADDITION**

State	Georgia
County	PUTNAM
Grant ID Element	152
Type	D
grant Element Title	EATONTON CITY PARK ADDITION
Grant Sponsor	CITY OF EATONTON
Amount	14607.61
Date Approved	

**Related tables:**

- State LWCF by County 

Esri World Geocoder

(1 of 2)


### ← POOLE RECREATION COMPLEX

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**POOLE RECREATION COMPLEX**

State	Georgia
County	PUTNAM
Grant ID Element	317
Type	D
grant Element Title	POOLE RECREATION COMPLEX
Grant Sponsor	CITY OF EATONTON-PUTNAM COUNTY
Amount	36058.3
Date Approved	

**Related tables:**

State LWCF by County 

Esri World Geocoder

(1 of 2)

### OCONEE SPRINGS PARK

State	Georgia
County	PUTNAM
Grant ID Element	11
Type	C
grant Element Title	OCONEE SPRINGS PARK
Grant Sponsor	PUTNAM COUNTY
Amount	24643.5
Date Approved	

**Related tables:**

- State LWCF by County



Esri World Geocoder

(1 of 2)    OCONEE SPRINGS PARK EXTENSION

## OCONEE SPRINGS PARK EXTENSION

State	Georgia
County	PUTNAM
Grant ID Element	74
Type	C
grant Element Title	OCONEE SPRINGS PARK EXTENSION
Grant Sponsor	PUTNAM COUNTY
Amount	37319.71
Date Approved	

## Related tables:

State LWCF by County 

PUTNAM COUNTY BOARD OF COMMISSIONERS BID TABULATION SHEET

BID OPENING: Friday, June 22, 2018 - 9:00 a.m.

SOLICITATION NO. AND DESCRIPTION: Solicitation 18-61801-002 Building an Event Center at Oconee Springs Park

Name & Address of Bidder	Bid Amount (on proposal form)	Sealed & Labeled	Amendments Issued	Amendments Noted	2 paper copies of bid and one electronic	Work Resume	Bid Bond (5%)	E-Verify Affidavit	SAVE Affidavit	Notes
R R & B Associates Riverdale, GA	\$395,000.00	x	x	x	x	x	x	x	x	
Prime Contractors Powder Springs, GA	\$576,840.00	x	x	x	x	x	x	x	x	
Reams Enterprises East Point, GA	\$620,800.59	x	x	x	x	x	x	x	x	
Multiplex, LLC Duluth, GA	\$633,000.00	x	x	x	x	x	x	x	x	
Renfroe Construction Macon, GA	\$388,519.00	x	x	x	x		x	x	x	
Altamaha Building Systems Surrency, GA	\$399,708.00	x	x	x	x	x	x	x	x	
Sunbelt Builders Covington, GA	\$535,882.00	x	x	x	x	x		x	x	

Witnesses:

Lisa Jackson  
Susan Campbell  
Lynn Butterworth

**AQUAGLIDE: Components**



*Summit Express shown with Stiper Trip and Airport.  
ERS recommends the use of life vests and following all manufacturer's guidelines.*

**Backup material for agenda item:**

5. Excess County Properties
  - a. List of Properties
  - b. What to do with them?
  - c. Time to put some (all) back on the tax rolls?

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Asset ID	Primary Location	Description	Original Cost	Acquisition Date	Depar
<b>VACANT is highlighted in yellow</b>					
01205	GENERAL ADMIN	Property Tax Sale- Parcel 050B025 Location: Glenwood Springs	1,849.95	12/06/2016	15105
01206	GENERAL ADMIN	Property Tax Sale- Parcel E006108 Location: Jackson Street	3,994.23	12/06/2016	15105
01207	GENERAL ADMIN	Property Tax Sale- Parcel 058A192 Location: Lot 411	1,378.80	12/06/2016	15105
01208	GENERAL ADMIN	Property Tax Sale- Parcel 084A141 Location: Glenwood Springs	1,317.74	12/06/2016	15105
0373	GENERAL ADMIN	.51 ACRES LITTLE RIVER TRAIL LOT 523-TRACT18 92-25 /9-45	509.30	05/04/1993	15105
0374	GENERAL ADMIN	1.05 ACRES BEAR CREEK RD EAST 92-27 / 9-9	483.38	05/04/1993	15105
0375	GENERAL ADMIN	.50 ACRES LOT 321-JULEP DRIVE 92-21 / 9-130	393.27	05/04/1993	15105
0389	GENERAL ADMIN	LOT 24 RAINBO ESTATES 6.07 ACRES 5X-399 / 7-118	17,687.00	01/12/1983	15105
01097	PUBLIC BUILDINGS	Land - Administration Building - 22.71 acres	557,613.85	10/01/2011	15651
0334	PUBLIC BUILDINGS	.46 ACRE - COURTHOUSE ANNEX 108 S MADISON AV	19,106.00	01/01/1992	15651
0347	PUBLIC BUILDINGS	1 ACRE - WAREHOUSE (OLD JAIL) 103 N WASHINGTON AV	1,000.00	01/17/1938	15651
0349	PUBLIC BUILDINGS	.529 ACRE (VETERANS WALL) 304 W MARION ST	13,200.00	02/15/1968	15651
0352	PUBLIC BUILDINGS	2.79 ACRES - COURTHOUSE 101 S JEFFERSON AV	10,375.00	01/02/1900	15651
0379	PUBLIC BUILDINGS	.65 ACRE ON E/S LAFAYETTS ST/STRIP ON WASHINGTON WASHINGTON AVE	35,000.00	07/23/1982	15651
0380	PUBLIC BUILDINGS	SWIMMING POOL,BATH HOUSES & PARK	38,309.00	06/30/1988	15651
0427	PUBLIC BUILDINGS	5 ACRES NATIONAL GUARD ARMORY 663 GODFREY ROAD	155,025.00	05/17/2002	15651
0466	PUBLIC BUILDINGS	5 ACRES - MR CENTER LAND 149 Sarah Lee Lane	40,000.00	05/06/2002	15651
0849	PUBLIC BUILDINGS	0.64 ACRE - RIVERBEND DRIVE - LOT #31 West (John & Peggy Simpson)	18,332.00	09/25/2009	15651
0856	PUBLIC BUILDINGS	1.24 ACRES OFF PEA RIDGE ROAD	5,585.58	02/15/2003	15651
0333	JAIL	14.17 ACRES JAIL & ANIMAL CONTROL BLDG ON LAND 107 RIDLEY DR	27,710.00	10/01/1990	33261
01079	FIRE STATIONS	8.82 acres in Jones County - <b>not sure if this is vacant??</b>	21,210.00	12/22/2011	35001
0341	FIRE STATIONS	.396 ACRE CROOKED CREEK FIRE DEPT 160 CROOKED CREEK DR	4,360.00	04/28/1982	35001
0343	FIRE STATIONS	1.91 ACRES TWIN BRIDGES FIRE DEPT 561 TWIN BRIDGE RD	4,692.00	11/15/1984	35001
0359	FIRE STATIONS	2.22 ACRES HARMONY FIRE DEPT 610 OLD PHOENIX RD	17,267.00	10/03/1996	35001
0362	FIRE STATIONS	9.81 ACRES FLAT ROCK FIRE DEPT 147 PEA RIDGE RD	2,575.39	09/21/1966	35001
0382	FIRE STATIONS	1 ACRE - LONG SHOALS FIRE DEPT (DONATED) 111 CROWE DRIVE	6,455.00	09/25/1995	35001
0518	FIRE STATIONS	0.782 ACRE-PART OF LOT 3 OFF TWIN BRIDGES ROAD	5,975.50	04/22/2004	35001
0668	FIRE STATIONS	TWIN BRIDGES FIRE STATION-GRADING LAND	12,500.00	06/02/2005	35001
0694	FIRE STATIONS	3.00 ACRES ROCKVILLE FIRE STATION 310 ROCKVILLE ROAD	2,868.23	06/21/2006	35001
0357	FIRE STATIONS	1.80 ACRES SUGAR CREEK FIRE DEPT (BUCKHEAD GA) PARKS MILL RD	5,705.00	10/26/1992	35002
0364	AMBULANCE SERVICE	1.16 ACRES EMS 882 OAK ST	5,705.00	09/08/1992	36001
0481	PUBLIC WORKS	200.33 ACRES - CROOKED CREEK INERT LANDFILL454 CROOKED CREEK ROAD	10,000.00	04/08/1958	45301
01149	RECYCLE	Land for Recycling Center Donated from Georgia Power	14,600.00	11/12/2014	45501
0480	RECYCLE	3.92 ACRES FLAT ROCK RECYCLE CENTER	6,500.00	05/08/1998	45501
0493	RECYCLE	1 ACRE LONG SHOALS ROAD	4,500.00	01/24/2003	45501

Asset ID	Primary Location	Description	Original Cost	Acquisition Date	Depar
0900	SOLID WASTE FUND	69.478 ACRES - OLD LANDFILL (CLOSED) MARTIN MILLS ROAD	116,395.00	11/07/1996	45601
0354	MAINTENANCE & SHOP	11.85 ACRES - COUNTY SHOP LAND - 115 SOUTH FORREST STREET	3,252.00	12/31/1945	49001
0332	RECREATION	4.19 ACRES - LAND BEHINE POOLE RECREATION CENTER 140 RECREATION RD SW	20,000.00	03/16/1993	61221
0335	RECREATION	105 ACRES - RECREATIONAL AREA (OLD EQUESTRIAN CENTER)	3,159.00	06/28/1957	61221
0372	RECREATION	23.002 ACRES - POOLE RECREATION CENTER 140 RECREATION SW RD	18,612.00	05/19/1980	61221
0424	RECREATION	6.52 ACRES/BASKETBALL COURT/FENCES/PAVING 125 HOGAN BOULEVARD	0.00	12/31/2002	61221

**Backup material for agenda item:**

6. Review of Trash Collection and Disposal
  - a. Present Contract
  - b. Competition Potential
  - c. Voluntary Curbside Pickup Costs
  - d. Alternatives

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**CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES  
AND OPERATION OF CONVENIENCE CENTERS AND INERT LANDFILL**

THIS CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES AND OPERATION OF CONVENIENCE CENTERS AND INERT LANDFILL ("Agreement") made and entered into on the 20<sup>th</sup> day of June, 2006, by and between Putnam County, a political subdivision of the State of Georgia, by and through its County Commission, hereinafter referred to as "County," and Attaway Waste Services, LLC or its legal successors, acting by and through its duly authorized officers hereinafter referred to as "Contractor."

WHEREAS, it is necessary for County to promote, preserve and protect the public health of its citizens; and

WHEREAS, the removal of garbage, rubbish and other waste material generated within the County is a valid exercise of County's police power, and

WHEREAS, the granting of an exclusive Contract to a private corporation for the collection and disposal of solid waste, and the operation and maintenance of the County's Convenience Centers and Inert Landfill, is a valid function of County; and

WHEREAS, County and Contractor are desirous of entering into an Agreement, under the terms of which Contractor shall have an exclusive Contract with the County for a specified period of time for the collection and removal of Residential Solid Waste generated within the County (except as shall be excluded as indicated below) and the operation and maintenance of the County's Convenience Centers and Inert Landfill.

WHEREAS, County and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste collection and disposal services, and for the operation and maintenance of the County's Convenience Centers and Inert Landfill as herein set out, and for the compensation as hereinafter provided; and

WHEREAS, it is the intent of the County that the Contractor shall operate and maintain the County's Convenience Centers an Inert Landfill, and shall provide every household in the unincorporated part of the County with an option to receive curbside or backdoor solid waste pickup by the Contractor; and

WHEREAS, Contractor agrees to bill and collect the fees from the residents who elect to avail themselves of Contractor's curbside or backdoor pickup service.

*RA [Signature]*

Initials



THEREFORE, County and Contractor agree as follows:

**Section 1.0 – Definitions**

For purposes of this Agreement, the following terms shall be defined as follows:

- 1.1 **Agreement:** This contract, including exhibits and any amendments thereto, agreed to by the County and the Contractor during the term of the Agreement.
- 1.2 **Bulk Items:** Those items of furniture, such as sofas, chairs, tables, carpets and other large items, which cannot reasonably be placed in a 95 gallon rollout cart.
- 1.3 **Cart:** A rollout receptacle for Residential Solid Waste with a capacity of not less than 95 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by vermin.
- 1.4 **C & D Materials:** Waste materials generated by the construction, remodeling, repair or demolition of residential, commercial or other structures and meeting EPD's definition as found in Rules and Regulations Section 391-3-4.
- 1.5 **Convenience Center:** An enclosed area containing dumpsters for receipt of solid waste, and an enclosed shed (and privy) for use of the person(s) manning the facility.
- 1.6 **County:** Putnam County, Georgia.
- 1.7 **Curbside:** The location adjacent to the traveled portion of a publicly owned roadway designated by the Contractor for the placement of Carts and other solid waste for collection.
- 1.8 **Contractor:** Person, firm, corporation, organization, or entity with whom the County has executed a contract for performance of the work or supply of equipment or materials, and its duly authorized representative.
- 1.9 **Disposal Site:** A fully permitted, Sub-title D Municipal Solid Waste landfill or other suitably permitted disposal site by EPD such as Construction & Demolition, Inert, etc.
- 1.10 **Fuel Surcharge:** For each \$ 0.10 of cost above the average price paid for fuel of \$ 2.729 per gallon in the previous quarter, a fuel surcharge of \$0.12 per month (\$0.36 per quarter) will be charged for the month (quarter). (Example: If fuel price is \$2.05 per gallon average one quarter and the curbside service is \$13.00 per month. The next quarter the average fuel price increases to \$2.27 per gallon, that's a full \$0.20 (2 times \$0.10) above the previous quarter. Therefore the new monthly charge would increase by 2 times the \$0.12 (\$0.24) for a new monthly

charge of \$13.24. If the average price per gallon is \$x.xx plus \$0.09 per gallon or less during the previous quarter, no fuel surcharge may be charged.)

- 1.11 Garbage: Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other farm products.
- 1.12 Green Boxes: Solid Waste containers not located in the County's Convenience Centers, as indicated in Appendix B.
- 1.13 Hazardous Waste: Any solid waste identified or listed as a hazardous waste by any agency of the State of Georgia or the administrator of the U.S. Environmental Protection Agency pursuant to the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 72 U.S.C. 6901 et seq., as amended, including future amendments thereto.
- 1.14 Inert Landfill: A facility owned by the County located off of Crooked Creek Road (aka "County Bottoms") which is a Georgia EPD "Permit by Rule" facility.
- 1.15 Residential Premises: A dwelling or building within the unincorporated area of the County occupied by a person or group of persons, including single or multi-family homes and mobile homes whether such mobile homes are registered as vehicles or assessed as real property, the owners or lessees of which have contracted with the Contractor for curbside pickup services.
- 1.16 Residential Solid Waste: All Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C & D Materials, Yard Waste, White Goods, Hazardous Waste, or other unacceptable materials.
- 1.17 Rubbish: Non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such wastes.
- 1.18 Sidedoor/backdoor Service: A special service of solid waste pick-up.
- 1.19 Solid Waste: All Residential Solid Waste, and all Garbage, Bulk Items, Yard Waste, White Goods and tires, brought to the Convenience Centers by residents of the County.
- 1.20 White Goods: Refrigerators, ranges, washers, water heaters, and other similar domestic appliances.
- 1.21 Yard Trash or Debris: Leaves, brush, grass clippings, shrubs and tree prunings and other vegetative materials from the maintenance of yards, lawns and

landscaping at Residential Premises. This does not include stumps from land-clearing activities.

### Section 2.0 – Scope of Work

The work under this Contract shall consist of the work and services to be performed in the collection and disposal of all Solid Waste generated in the unincorporated part of the County, the operation and maintenance of the County's Convenience Centers and Inert Landfill, including all labor, roll-off hauling services, disposal of all waste, and hauling of recycling containers, and the supervision, materials, equipment, labor and all other items necessary to complete said work and services in accordance with the terms of this Agreement.

### Section 3.0 – Curbside Collection

#### Service Provided:

- 3.1 A. Contractor shall collect Residential Solid Waste from each Residential Premises, at least one (1) time per week at curbside. The occupant of the Residential Premises shall place only Garbage in a Cart owned by Contractor which shall be placed at curbside by 6:00 AM on the designated collection day. Contractor shall not be responsible for collection of Garbage and Rubbish not placed in a Cart or any Cart not in the proper location at curbside except during and immediately following Holidays.
- B. Occupants of Residential Premises may request more frequent service or special services at a price to be agreed upon by the occupant and Contractor and paid by the occupant.
- C. All Residential Solid Waste shall be transported by the Contractor to its transfer station for further transportation to a Disposal Site or directly to the disposal facility.

#### 3.2 Carts

Contractor shall initially furnish a new Cart for every Residential Premises, the occupants of which have contracted with the Contractor for curbside service in the unincorporated area of the County. Upon placement, such cart shall be the property of Contractor. It shall be the responsibility of the occupant of the Residential Premises to properly use and safeguard the Contractor's Cart. Contractor shall more or less maintain the Carts in reasonably good condition. Contractor shall have the right to charge such occupants for the cost of repair or replacement of the Cart, if such repair or replacement is required as a result of abuse or damage, fire, or theft. The amount charged should not exceed Contractor's cost for the Cart. Occupants of Residential Premises may request one or more additional Carts from Contractor for an additional volume of collection service at prices agreed upon by the residence and the Contractor.

### 3.3 Elderly and Disabled

Contractor shall provide sidedoor/backdoor pick-up service to residents who are physically unable to place a Cart at Curbside on pick-up day. Contractor shall provide sidedoor/backdoor Residential Solid Waste collection service at minimal additional charge, if any (other than the charge for curbside pickup) for those residents not physically able to take Carts to curbside, provided however, that such service will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at curbside and the resident provides an affidavit from a physician certifying the physical disability, or other acceptable proof of disability. Should sidedoor/backdoor pick-up be provided for non-disabled residents, this rate shall be as mutually agreed upon by the resident and the Contractor, as provided in Section 19.9.12 of Schedule C. In the event where sidedoor/backdoor service is provided pursuant to this Section, the occupant shall use the Cart for storage of Residential Solid Waste but must place the Residential Solid Waste in bags, designed to accommodate storage of waste, each bag not to exceed 30 pounds in weight.

### 3.4 Location of Containers for Collection

The Carts shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled County roadways. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Carts, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Cart not so placed or any residential refuse not in a bag. The County reserves the right to amend the placement of Carts and/or containers allowing for safe and efficient service by Contractor.

### 3.5 Hours of Collection

Collection of Solid Waste shall not start before 6:00 AM nor continue after 9:00 PM on the same day.

### 3.6 Holidays

The following shall be holidays for the purpose of Curbside, or sidedoor/backdoor collection:

New Year's Day  
 Independence Day  
 Thanksgiving Day  
 Christmas Day

Contractor may decide to observe any or all of the above Holidays by suspension of collection service on the holiday, but such decision does not relieve the

Contractor of its obligation to provide collection service at least once per week (Monday - Saturday) within the Holiday Week.

#### Section 4.0 – Operation and Maintenance of Convenience Centers

##### 4.1 Service Provided:

Contractor shall operate and maintain the County's Convenience Centers and Inert Landfill listed on Appendix A hereto. Each Convenience Center and Inert Landfill shall be staffed by at least one person as provided in Appendix C, who shall be capable of assisting residents in disposing of their Solid Waste into the dumpsters or metal containers. Compactors shall be operated in a safe and sound manner, with Contractor providing maintenance on such compactors and the repair of any roll-off containers damaged by Contractor's employees.

All cardboard and newspaper shall be neatly stacked in their respective container.

All containers will be emptied in a timely manner so as not to overflow.

The County will be responsible for any maintenance to driveways and for providing gravel for the Convenience Center sites.

The County will, to the extent practicable, make available to the Contractor all roll-off containers and other equipment which is currently in place in the Convenience Centers and Inert Landfill.

Contractor shall not weigh nor charge for items to be placed in the recyclable containers.

All dumpsters and containers containing Solid Waste shall be transported by the Contractor to its transfer station for further transportation to its Disposal Site(s) or directly to the disposal site.

##### 4.2 Hours and Days of Operation

The Convenience Centers shall be open as a minimum from 7 AM until 7:00 PM every day, except during December, January and February when they may close at 5:30 PM. The Convenience Centers will be closed as provided in Section 4.3.

##### 4.3 Holidays

The following shall be holidays for the purpose of operating the Convenience Centers:

New Year's Day  
Thanksgiving Day  
Christmas Day

Contractor may decide to observe any or all of the above Holidays by suspension of operation on the holiday, but such decision does not relieve the Contractor of its obligation to open the Convenience Centers on the day following such holiday.

## Section 5.0 – Compensation

### 5.1 Rates of Compensation for Three (3) Year Rate Period

Contractor shall pay the County for the lease of its Convenience Centers provided hereunder by the appropriate rates of compensation set forth in Appendix C, attached hereto and made a part hereof, during the initial three (3) year term of this Agreement.

### 5.2 Renewal and Rates of Compensation for Subsequent Three (3) Year Rate Periods

Upon the mutual agreement of the County and Contractor, the parties may renew this Agreement for additional terms. Prior to the end of the initial three (3) year term of this Agreement, and at each three (3) year interval thereafter, the County and the Contractor may enter into negotiations to establish and agree upon rates of compensation to be paid by the County during the next ensuing three (3) year term. In the event that the County and Contractor are unable to agree on rates to be paid to Contractor during the next three (3) year term by not later than 90 days prior to the end of the then current three (3) year term, the County or the Contractor may terminate the Agreement pursuant to Section 18 hereof.

### 5.3 Rate Adjustments Due to Significant Changes

The rates set forth in Appendix C shall be fixed for the initial three (3) year term of this Agreement, and shall only be adjusted to compensate Contractor for:

A. any change in Governmental laws, ordinances, regulations, assessments, fees or taxes that require Contractor to incur additional costs in the performance of services pursuant to this Agreement (Changes in Law), including changes in disposal fees due to such Changes in Law.

B. extraordinary fuel rate increases (See Definitions)

In the event that any of the above events occur, Contractor shall determine the amount of rate adjustment required to compensate Contractor for the additional, fully justifiable costs and shall petition the County for approval of the rate adjustment, which approval shall not be unreasonably withheld. Contractor agrees to continue Solid Waste Collection and disposal services and the operation and maintenance of the Convenience Centers and Inert Landfill during any dispute, with the County, if any, until any dispute is resolved and the County and Contractor agree to adjusted rates of compensation.

### Section 6.0 – Non-Discrimination

In the performance of the work and services to be performed under the terms hereof, the Contractor covenants and agrees not to discriminate against any person because of race, sex, creed, color, religion or national origin.

### Section 7.0 – Indemnity

The Contractor will indemnify, hold harmless, and defend the County, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorney's fees incidental to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor its officers, agents, servants and employees; provided, however, that the County will indemnify, hold harmless and defend the Contractor, its parent corporation and their respective officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and reasonable attorney's fees arising out of a willful or negligent act or omission of the County, its officers, agents, servants and employees.

### Section 8.0 – Force Majeure

Except for the obligation to make lease payments, neither party hereto shall be liable for failure to perform hereunder due to contingencies beyond its control, including, but not limited to riots, war, fire, acts of God (including without limitation flood, hurricane, tornado or storm), compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or instrumentality thereof, whether now existing or hereafter created (collectively referred to as "Force Majeure Event").

### Section 9.0 – Licenses and Taxes

The Contractor shall obtain all licenses and permits and promptly pay all taxes required by the County and State.

### Section 10.0 – Term

The term of this Agreement shall begin on the July 1, 2006 and continue for a period of three (3) years. The Contractor or the County shall have the right to terminate this Agreement at the end of the three (3) year term or at the end of any renewal three (3) year term.

### Section 11.0 – Reports

Contractor shall provide the following reports to the County:

- A. A monthly Report detailing the amount (weight) of material received at each Convenience Center.

  
Initials

- B. A monthly Report detailing the total amount of solid waste collected by Residential Pick-up services including sidedoor/backdoor services.
- C. A quarterly Report containing a log of complaints received during the preceding quarter, with notation as to their resolution.
- D. Such other Reports as the County as may reasonably be required from time to time.

(NOTE: Reports shall be due the 15<sup>th</sup> of the following month aside from the quarterly report which shall be due within 30 days after the end of the quarter.)

### Section 12.0 – Insurance

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance, including contractual liability coverage for the provisions of Section 8. All insurance shall be by insurers and for policy limits acceptable to the County and before commencement of work hereunder the Contractor agrees to furnish the County certificates of insurance or other evidence satisfactory to the County to effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of this Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability	\$500,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Property Damage Liability	\$500,000 each occurrence
Except Automobile	\$500,000 each occurrence
Automobile Bodily Injury	\$500,000 each person
Liability	\$1,000,000 each occurrence
Automobile Property Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$3,000,000 each occurrence

All policies shall name the County as an Additional insured with respect to contractor's operations and services under this Agreement.

  
Initials



## Section 13.0 – Bond

### 13.1 Performance Bond

The Contractor shall furnish a corporate surety bond as security for the performance of this Agreement. Said surety bond shall be in the amount of \$250,000.

Premium for the bond(s) described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

The surety on the bond shall be a duly authorized corporate surety company approved to do business in the State of Georgia.

### 13.2 Power of Attorney

Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

## Section 14.0 – Compliance with Law

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws, including without limitation, ordinances, laws and statutes of the County, state and federal governments provided, however that the Agreement shall govern the obligations of the Contractor where there exists conflicting ordinances of the County on the subject. In the event that the collection or disposal of any Solid Waste hereunder shall become restricted or prohibited by any applicable law, ordinance, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Agreement.

## Section 15.0 Assignment

Contractor's rights accruing under this Contract may be assigned in whole or in part by the Contractor with the prior written approval or consent of the County. As a condition of such assignment, the assignee shall agree to assume the obligations of Contractor hereunder.

## Section 16.0 – Exclusive Contract

The Contractor shall have the sole and exclusive contract to provide Solid Waste collection and disposal service in the unincorporated area of the County, except for certain organizations (i.e. "gated communities") in the County which have entered into contracts for the collection and disposal of their Residential Solid Waste. The County hereby grants and the Contractor hereby accepts the sole and exclusive contract, license and privilege to provide collection and disposal service as herein specified in the incorporated area of the County for the initial three (3) year term of this Agreement and all renewal terms thereto. The County further agrees that so long as Contractor is not in default hereunder, it will not enter into any Agreement

with any other entity for performance of Solid Waste collection and disposal services, or the lease of its Convenience Centers during the term hereof or any renewal terms.

### Section 17.0 – Ownership

Title to the Solid Waste to be collected under this Agreement shall pass to the Contractor once it is placed in the vehicle under control of the Contractor. Title to any equipment located in the Convenience Centers and Inert Landfill shall remain with the County.

### Section 18.0 – Termination and Attorney Fees

18.1 In the event of an alleged material breach of this Agreement, the County shall provide written notice of such breach to the Contractor, to be delivered by Certified Mail, return receipt requested. If within 20 days from receipt of such notice, the Contractor has either failed to correct the condition or reach an agreement with the County on a mutually satisfactory solution, then the County may, within 10 days, require the Contractor to appear before the County Commission, at either a regular or specially called meeting, to show cause why the Agreement should not be terminated. After such meeting the Commission may elect to:

- A. provide written notice to the Contractor that the Agreement will be terminated 30 days from the receipt of such notice.
- B. extend the time to allow Contractor to cure the breach.
- C. impose sanctions or other remedies without terminating the Agreement.

### 18.2 Costs

In the event that either party is required to take any legal action to enforce the terms and conditions of this Agreement because of the breach of or failure to perform any term or condition by the other party, the breaching party agrees to pay all costs expended by the other party, including reasonable attorney fees.

### Section 19.0 – Miscellaneous Provisions:

#### 19.1 Complaints

All complaints made directly to the Contractor shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the Residential Solid Waste not collected within 24 hours after the complaint is received. The Contractor must provide a telephone number and an e-mail address by which it can be contacted.

  
Initials

19.2 Collection Equipment and Personnel

The Contractor shall provide an adequate number of vehicles for regular collection and disposal services. All vehicles shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

19.3 Access

The Contractor shall be required to provide collection services to all Residential Premises located on publicly-owned roadways accessible to standard waste collection vehicles. The County shall maintain all publicly owned roads and bridges in a condition that affords access by Contractor's standard waste collection vehicles.

19.4 Choice of Law

This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Georgia, excluding the laws applicable to conflicts or choice of law; the venue for any litigation being Putnam County, Georgia.

19.5 Entire Agreement

This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this Agreement shall be of no force or effect and this Agreement may not be amended except by a subsequent modification in writing, signed by the parties hereto or by an ordinance adopted by County modifying the rates to be charged hereunder in accordance with the provisions of Section 5.3 hereof.

19.6 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

  
Initials

19.7 Captions

The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

19.8 County's Authority

The parties signing this Agreement on behalf of the County have been authorized to do so by specific action of the Board of Commissioners adopted in open meeting and of record in its official minutes.

19.9 Negotiated Contract Items

Both parties to this Agreement hereby incorporate and agree to the Negotiated Contract Items as articulated in Appendix C attached hereto.

EXECUTED this 20<sup>th</sup> day of June, 2006.

Signed By:

Putnam County Board of Commissioners

Attaway Waste Services, LLC

By H. Howard McMichael, Sr.  
H. Howard McMichael, Sr., Chairman

By Robert T. Attaway III  
Robert T. Attaway III, Manager

Date: June 20, 2006

Date: June 20, 2006

[Signature]  
Witness

[Signature]  
Witness

[Signature]  
Initials

CONVENIENCE CENTERS and DUMPSTERSWards Chapel

1 ~ 40 yard newspaper  
 1 ~ 40 yard cardboard  
 1 ~ 30 yard plastic  
 1 ~ 30 yard glass  
 1 ~ battery box  
 1 ~ 250 gallon oil box  
 2 ~ compactors  
 1 ~ 40 yard wood  
 1 ~ 40 yard appliance  
 1 ~ 40 yard tire  
 1 ~ 40 yard brush  
 1 ~ 40 yard catchall  
 3 ~ 30 yard catchall  
 1 ~ 30 yard metal

Scott Road

1 ~ 250 gallon oil tank  
 1 ~ battery box  
 2 ~ compactors  
 1 ~ 30 yard glass  
 1 ~ 30 yard plastic  
 1 ~ 40 yard cardboard  
 1 ~ 40 yard newspaper  
 1 ~ 40 yard wood box  
 3 ~ 30 yard catchall  
 1 ~ 40 yard appliance  
 1 ~ 30 yard metal

Long Shoals

7 ~ front end boxes  
 2 ~ 30 yard catchall  
 1 ~ 30 yard metal  
 1 ~ 30 yard appliance  
 1 ~ 40 yard lumber  
 1 ~ 40 yard brush

Napier

1 ~ 30 yard metal  
 1 ~ 40 yard tire  
 3 ~ 30 yard catchall  
 2 ~ compactors  
 1 ~ 40 yard appliance  
 1 ~ plastic  
 1 ~ 30 yard limbs  
 1 ~ oil  
 1 ~ glass  
 1 ~ cardboard  
 1 - battery box  
 1 - newspaper


Flat Rock

1 - 40 yard tire  
 1 - 30 yard metal  
 1 - 40 yard newspaper  
 2 - 30 yard brush  
 1 - glass  
 1 - oil  
 2 - compactors  
 1 - 40 yard cardboard  
 4 - 30 yard catchall  
 1 - plastic  
 1 - battery box

UNDER CONSTRUCTION

Glades Road @ Union Chapel  
 Rockville/Spring Road  
 Willard @ Hillsboro  
 Rabbit Skip at Hwy 129 (pending)

**NOTE:** *The above list of dumpster locations is for information purposes only, as the location of such may change from time to time.*

  
 Initials

## APPENDIX B

GREEN BOX LOCATIONS

<u>Dist.</u>	<u>LOCATIONS</u>	<u>NR. BOXES</u>
1	Rabbit Skip @ 129	12
1	Williard (Hillsboro)	4
1	Glades Road @ Hwy 142	6
1	Glades Road @ Union Chapel	4
1	Glades Road @ Davis Farm	1
1	Experimental Station (Church @ Godfrey Highway)	1
1	Hwy 16 @ Hwy 142	3
1	Old Macon Circle	4
2	Reeves Road (Race Track)	8
2	Dance Road	6
2	Reid Drive (Horse Arena)	3
3	Tanyard Road	6
3	Pea Ridge	4
3	Rockville/Spring Road	3
3	Oconee Springs Park (S. Spring Road)	2
4	Putnam Beach	<u>1</u>
	<u>TOTAL</u> <u>16</u>	68
	Admin Bldg (S. Madison Ave)	1
	Sheriff's Office/Jail (Ridley Drive)	1
	Animal Control (Ridley Drive)	1
	EMS (Oak Street)	1
	Senior Citizens Center	1
	Public Works Dept.	<u>1</u>
	<u>TOTAL</u> <u>6</u>	<u>6</u>

NOTE: The above listing of box numbers at each location is for information purposes only, as the location of such may change during the Transition Period.

  
Initials

## NEGOTIATED CONTRACT ITEMS

*NOTE: The following provisions, as may be amended from time to time, are specifically incorporated into and made a part of the Agreement dated as of June 20<sup>th</sup>, 2006 between Putnam County and Attaway Waste Services, LLC.*

### 19.9.1 Convenience Centers

County currently owns and/or leases 5 Convenience Centers, as indicated in Appendix A. Effective July 1, 2006 Contractor will take over the full operation and maintenance of all of County's Convenience Centers. County hereby authorizes Contractor to operate and maintain all Convenience Centers either now existing, or which may be constructed (See Appendix A), during the term of this Agreement. Contractor will be responsible for telephone and electricity.

The parties agree that all Convenience Centers shall be open as a minimum from 7 AM until 7:00 PM every day, except during December, January and February when they may close at 5:30 PM.

Contractor will man each Convenience Center from 3:00 pm to 7:00 pm (subject to next preceding provision) on Monday, Tuesday, Wednesday, Thursday and Friday. On Saturdays and Sundays, Contractor will man each Convenience Center from 7:00 am to 7:00 pm (subject to next preceding provision).

Contractor will provide for its employees to drive throughout the County rotating from one Convenience Center to the next during all hours of operation that the Convenience Centers will not be manned.

Contractor will post a telephone number at each Convenience Center where Contractor can be contacted immediately in order to communicate to and dispatch its two traveling employees to any of the Centers if need be.

It is understood and agreed that the additional costs for manning Convenience Centers that do not exist at the time of the execution of this Agreement are as set forth in Section 19.9.10 below

### 19.9.2 Inert Landfill

Both parties agree that Contractor will assume all responsibility and operate County's Inert Landfill which shall be open Monday through Friday from 8:00 AM until 3:00 PM; and on Saturdays from 8:00 AM until 3:00 PM during the months of May, June, July and August. The provisions of Section 4.3 (Holidays) shall apply to this Section.

It is understood and agreed that the charges for utilizing the Inert Landfill are as set forth in Section 19.9.11 below.

### 19.9.3 Recyclables

Contractor agrees to dispose of all recyclable materials deposited into any Convenience Center. Contractor and County agree that Contractor will retain 100% of any revenue it generates from disposing of the recyclable materials.

### 19.9.4 Curb/Back Door Pickup

Contractor agrees to market to all County residents its services for Curb and/or Back Door Pickup beginning July 1, 2006. Contractor and County agree that Contractor will begin its marketing to specific areas in the County beginning July 1, 2006 with all areas of the County having been marketed to within six months of the date this Agreement is entered into.

It is understood and agreed that the charge to residents utilizing the Curb/Back Door Pickup service will be as set forth in Section 19.1.12 below.

### 19.9.5 Green Boxes

Contractor and County agree that County will prioritize the areas and the timing for removal of Green Boxes throughout the County. Both parties agree that there will be a Transition Period not to exceed one hundred twenty days for County residents to adjust to the County's new solid waste disposal system, including the closing of Green Box locations. County will post a Notice at each Green Box location notifying County residents of the changes and transition period.

During the Transition Period, Contractor agrees to pick up and haul (or empty) all Green Boxes, and dispose of the Solid Waste therein without any additional charge to the County. The County agrees to continue to clean up around the Green Box locations during the Transition Period.

### 19.9.6 Use/Operation of County Vehicles

During the Transition Period, Contractor shall be able to use and operate certain County vehicles as specified in writing by the County Manager. It is understood and agreed that such vehicles shall be operated only in a safe and legal manner, and that the provisions Sections 7.0 and 12.0 of the Agreement shall apply without recourse to the County.

### 19.9.7 Hiring of Current County Staff

Contractor agrees to make every effort to hire County employees which may be terminated as a result of this Agreement.

### 19.9.8 Solid Waste Disposal Guarantee

Contractor will deliver to County a 10 year written guarantee that it will meet all Department of Community Affairs requirements regarding solid waste disposal as is required by the Department of Community Affairs.

  
Initials



19.9.9 Compensation – Disposal and Hauling Fee

Except as hereinafter set forth, the County shall pay the Contractor:

- |   |             |
|---|-------------|
| a) Monthly Fee for operation of five (5) Convenience Centers: | \$52,204.00 |
| b) Monthly Fee for disposal of Solid Waste @\$28.50/ton       | 28,500.00   |

It is understood and agreed that this disposal fee contemplates the disposal of 1,000 tons per month (excluding yard waste and recyclables) from the Convenience Centers and is the minimum monthly fee. At the end of each six month period ending December 31, the Contractor shall be paid an additional \$28.50 per ton for each ton in excess of 6,300 disposed of during the preceding six month period. At the end of each six month period ending June 30, the Contractor shall be paid an additional \$28.50 per ton for each ton in excess of 12,000 disposed of during the preceding twelve month period, less any payment made to the Contractor as of December 31 as set forth above.

19.9.10 Compensation - Additional Convenience Centers

For each Convenience Centers in excess of five owned or opened by the County, County will pay Contractor at the rate of \$11.50 per hour for each hour the Convenience Centers are manned, as provided for in Section 19.9.1.

It is understood and agreed that any convenience center or other solid waste facility owned or opened by the Contractor which is also made available to the residents of the County for their Solid Waste will not result in any charge or fee to either the residents or the County.

19.9.11 Compensation - Inert Landfill

Contractor agrees to only charge commercial businesses for dumping at the Inert Landfill per the County rates existing at the time of the execution of this Agreement, as set forth in Appendix D. Contractor agrees not to charge County residents for personal dumping.

Both parties agree that Contractor will charge Sinclair Disposal Services a one time fee for dumping up to 17,000 tons the rate of \$2.50 per cubic yard.

Both parties agree that Contractor will pay County 20% of the all revenues collected from the Inert Landfill on a quarterly basis. Contractor further agrees to provide any documentation and/or records to Putnam County needed to substantiate said percentage

19.9.12 Compensation - Curb/Back Door Pick-Up

It is understood and agreed that the following charges shall apply to the collection and disposal of a single residence Solid Waste deposited in a 95-gallon container:

  
Initials

a) At roadside once a week	\$13.20 per month
b) Additional charge per additional cart	10.00 per month
c) Additional charge for second pick-up per week	10.00 per month
d) Charge for backdoor service for physically challenged (with doctor's statement)	13.20 per month
e) Charge for backdoor service (w/o doctor's statement)	23.00 per month
f) Charge for backdoor service with additional cart	10.00 per month
g) Charge for backdoor service with 2 <sup>nd</sup> pickup per week	Not available

#### 19.9.13 Fuel Surcharge

County and Contractor agree that the "base price" regarding any fuel surcharge as provided in Section 1.10 of the Agreement shall be the price of diesel fuel as of April 17, 2006.

  
Initials

## SCHEDULE OF CHARGES FOR INERT LANDFILL

[As adopted by Board of Commissioners Resolution on May 20, 2003]

1.	Basis of Charge	-	\$3.00 per cubic yard
2.	20CY Roll-off	-	\$60.00
3.	30CY Roll-off	-	\$90.00
4.	40CY Roll-off	-	\$120.00
5.	Tandem Dump Truck	-	\$45.00
6.	Single Axle Trailer	-	\$25.00
7.	Double Axle Trailer	-	\$30.00
8.	Pick-up Truck (small)-		\$15.00
9.	Pick-up Truck (large) -		\$20.00
10.	MINIMUM CHARGE-		\$10.00

Inert Waste shall include limbs, leaves, yard trimmings, brick, rock, cured asphalt, concrete w/o rebar, dirt, stumps, earth and earth-like products excluding any industrial and demolition waste not specifically listed above (DNR, EPD Chapter 391-3-4)

  
Initials



**AMENDMENT NUMBER 1  
TO**

**CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL  
SERVICES AND OPERATION OF CONVENIENCE CENTERS AND  
INERT LANDFILL**

WHEREAS, Putnam County, a political subdivision of the State of Georgia, by and through its County Commission, hereinafter referred to as "County," and Attaway Waste Services, LLC or its legal successors, acting by and through its duly authorized officers hereinafter referred to as "Contractor" have heretofore entered into a Contract dated June 20, 2006 ("Contract"); and

WHEREAS, the Board of Commissioners approved a Resolution on October 17, 2006 authorizing the Chairman, or his designee, to enter into an agreement with Contractor to modify provisions of the Contract regarding additional convenience centers, and related provisions in Schedule C thereto.

NOW THEREFORE, County and Contractor agree as follows:

- 1) The first sentence of Section 19.9.1 Convenience Centers in Appendix C is hereby amended to read: "County currently owns and/or leases 11 Convenience Centers, as indicated in Appendix A, five of which are hereinafter referred to as the 'Original' Convenience Centers."
- 2) Appendix A is hereby amended to delete reference to Convenience Centers "Under Construction", and to add the following six additional Convenience Centers ("Additional Centers") to the list of five Original Convenience Centers:

Glades Road @ Union Chapel  
Rockville Road  
Morningside Drive at VFW  
Rabbit Skip at Hwy 129  
Glades (Hwy 300) at Hwy 142  
Exact Location To be Determined

- 3) The second paragraph of Section 19.9.1 Convenience Centers in Appendix C is hereby amended to insert: "November" immediately before the word "December".

  
 \_\_\_\_\_  
 Initials  


- 4) The third paragraph of Section 19.9.1 Convenience Centers in Appendix C is hereby amended to read: "Subject to next preceding provision, Contractor will man each Convenience Center from 3:00 pm to 7:00 pm on Monday through Friday. On Saturday and Sunday, Contractor will man each Convenience Center from 1:00 pm to 7:00 pm".
- 5) Following the end of the first paragraph of Section 19.9.10 Compensation – Additional Convenience Centers in Appendix C is hereby added the following sentence: "Notwithstanding the foregoing, Contractor shall not charge the County for manning such Convenience Centers on Saturdays and Sundays for the hours between 1:00 pm and 3:00 pm.
- 6) A new paragraph numbered 19.9.14 in Appendix C is added, as follows:  
  
"Contractor shall empty each of the six identified 'Administrative Green Box Locations' listed in Appendix B, and at Oconee Springs Park, once a week (twice a week at the County Administration Building location) without additional cost to the County."
- 7) The foregoing provisions shall be effective as of January 1, 2007
- 8) All other provisions of said Contract shall remain in full force and effect.

Signed By:

Putnam County Board of Commissioners

Attaway Waste Services, LLC

By H. Howard McMichael Sr.  
H. Howard McMichael, Sr., Chairman

By Robert T. Attaway III  
Robert T. Attaway III, Manager

Date: 12-20-06

Date: 12/19/06

Lynn Stewart  
Witness

Lina F. Smith  
Witness

RA  
Initials  
AIM



**AMENDMENT NUMBER 2  
TO**

**CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL  
SERVICES AND OPERATION OF CONVENIENCE CENTERS AND  
INERT LANDFILL**

WHEREAS, Putnam County, a political subdivision of the State of Georgia, by and through its County Commission, hereinafter referred to as "County," and Attaway Waste Services, LLC or its legal successors, acting by and through its duly authorized officers hereinafter referred to as "Contractor" have heretofore entered into a Contract dated June 20, 2006 ("Contract") as amended on October 17, 2006; and

WHEREAS, the Board of Commissioners approved a Resolution on February 19, 2008 authorizing the Chairman to enter into an agreement with Contractor to modify provisions of the Contract to permit a Letter of Credit in lieu of a performance bond, and for an additional convenience center.

NOW THEREFORE, County and Contractor agree as follows:

- 1) Section 13.0 is amended by adding the following subsection:

Section 13.3 Letter of Credit

In lieu of the provisions in Subsections 13.1 and 13.2, the Contractor may furnish an irrevocable Letter of Credit in the amount of \$250,000 issued by a state or national bank authorized to do business in Putnam County as security for the performance of this Agreement.

- 2) Appendix A is hereby amended to add the following conveyance center to the list:

Reid Drive

- 3) All other provisions of said Contract shall remain in full force and effect.

Signed By:

Putnam County Board of Commissioners

Attaway Waste Services, LLC

By

Howard M. McMichael, Sr.  
H. Howard McMichael, Sr., Chairman

By

Robert T. Attaway III  
Robert T. Attaway III, Manager

Date: 2-19-08

Date: 2-26-08

Lynn Barber  
Witness

Genita Danziger  
Witness





## RESOLUTION

### AGREEMENT TO PROVIDE FOR EXTENSIONS OF SOLID WASTE MANAGEMENT CONTRACT

**WHEREAS**, the Board of Commissioners entered into a Contract For Solid Waste Collection and Disposal Services and Operation of Convenience Centers and Inert Landfill dated June 20, 2006, as amended, (the "Contract"), as assigned to Advanced Disposal Services Macon LLC ("Contractor"); and

**WHEREAS**, it is in the best interests of Putnam County to provide for extensions of such Contract pursuant to O.C.G.A. 36-60-13.

**NOW THEREFORE**, the Board of Commissioners approves the changes to the Contract as are attached hereto, and authorizes the Chairman to execute an Amendment No. 3 to said Contract with the Contractor to effectuate such extension provisions without any change in rates of compensation.

Adopted this 7<sup>th</sup> day of November, 2008.

BOARD OF COMMISSIONERS OF PUTNAM COUNTY



Howard McMichael, Sr.  
Chairman

ATTEST:



Lynn Barber  
County Clerk

**AMENDMENT NUMBER 3  
TO  
CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES AND  
OPERATION OF CONVENIENCE CENTERS AND INERT LANDFILL**

WHEREAS, Putnam County, a political subdivision of the State of Georgia, by and through its County Commission, hereinafter referred to as "County," and Advanced Disposal Services Macon LLC, successor to Attaway Waste Services, LLC, acting by and through its duly authorized officers hereinafter referred to as "Contractor" have heretofore entered into a contract dated June 20, 2006 as amended on October 17, 2006, and February 19, 2008 ("Contract"); and

WHEREAS, the Board of Commissioners approved a Resolution on November 7, 2008 authorizing the Chairman to enter into Amendment No. 3 with the Contractor pursuant to Section 5.2 to provide for renewals and compensation under the Contract.

NOW THEREFORE, County and Contractor agree as follows:

1) Section 5.0 is amended by deleting the entire section and substituting the following provisions:

**Section 5.0 – Compensation**

**5.1 Rates of Compensation for Three (3) Year Rate Period**

Contractor shall pay the County for the lease of its Convenience Centers provided hereunder by the appropriate rates of compensation set forth in Appendix C, attached hereto and made a part hereof, during the initial three (3) years of this Agreement.

**5.2 Renewal and Rates of Compensation for Subsequent Years**

Upon the mutual agreement of the County and Contractor, the parties may renew this Agreement for additional terms. Prior to the end of the initial term of this Agreement, and each year thereafter, the County and the Contractor may enter into negotiations to establish and agree upon rates of compensation to be paid by the County during the next ensuing term. In the event that the County and Contractor are unable to agree on rates to be paid to Contractor during the next year by not later than 90 days prior to the end of the then current year, the County or the Contractor may terminate the Agreement pursuant to Section 18 hereof.

**5.3 Rate Adjustments Due to Significant Changes**

The rates set forth in Appendix C shall be fixed for the initial three (3) years of this Agreement, and shall only be adjusted to compensate Contractor for:

A. any change in Governmental laws, ordinances, regulations, assessments, fees or taxes that require Contractor to incur additional costs in the performance of services pursuant to this Agreement (Changes in Law), including changes in disposal fees due to such Changes in Law.

B. extraordinary fuel rate increases (See Definitions)

In the event that any of the above events occur, Contractor shall determine the amount of rate adjustment required to compensate Contractor for the additional, fully justifiable costs and shall petition the County for approval of the rate adjustment, which approval shall not be unreasonably withheld. Contractor agrees to continue Solid Waste Collection and disposal services and the operation and maintenance of the Convenience Centers and Inert Landfill during any dispute, with the County, if any, until any dispute is resolved and the County and Contractor agree to adjusted rates of compensation.

2) Section 10.0 is amended by deleting the entire section and substituting the following provisions:

Section 10.0 – Term

The term of this Agreement shall begin on July 1, 2006. Pursuant to O.C.G.A. 36-60-13, this Agreement shall terminate at the close of each calendar year provided that either party notifies the other of its intent to cancel such Agreement not later than 120 days prior to the end of that calendar year; otherwise the Agreement shall automatically renew as provided herein for an additional calendar year.

3) All other provisions of said Contract shall remain in full force and effect.

Signed By:

Putnam County Board of Commissioners

Advanced Disposal Services Macon LLC

By Howard McMichael, Sr.  
Howard McMichael, Sr., Chairman

By Robert T. Attaway III  
Robert T. Attaway III, Manager

Date: 11-7-08

Date: 11-20-08

Lynn Barber  
Witness

Lynn Barber  
Witness



## RESOLUTION

### CONSENT TO ASSIGNMENT OF SOLID WASTE MANAGEMENT CONTRACT

**WHEREAS**, the Board of Commissioners approved a Contract For Solid Waste Collection and Disposal Services and Operation of Convenience Centers and Inert Landfill dated June 20, 2006, as amended on December 20, 2006 and February 19, 2008 (the "Contract"); and

**WHEREAS**, Section 15.0 provides that that Putnam County ("County") is required to consent to any transfer, conveyance or assignment of said Contract; and

**WHEREAS**, it is in the best interest of the County to consent to the transfer, conveyance and assignment of such Contract to Advanced Disposal Services Macon, LLC ("Advanced").

**NOW THEREFORE**, the Board of Commissioners approves the Consent to Assignment, as attached to this Resolution, and authorizes the Chairman to execute such Consent to Assignment on behalf of the County.

Adopted this 22<sup>nd</sup> day of July, 2008.

BOARD OF COMMISSIONERS OF PUTNAM COUNTY



Howard McMichael, Sr.  
Chairman

ATTEST:



Lynn Barber  
County Clerk

**CONSENT TO ASSIGNMENT**

In accordance with Section 15.0 of that certain CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES AND OPERATION OF CONVENIENCE CENTERS AND INERT LANDFILL dated June 20, 2006 ("Original Contract"), as amended on December 20, 2006 ("Amendment No. 1"), and on February 19, 2008 ("Amendment No. 2"), (collectively the "Contract"), by and between Putnam County ("Putnam County") and Attaway Waste Services, LLC ("Attaway Waste"), the undersigned, Putnam County, does hereby consent to the transfer, conveyance and assignment by Attaway Waste to Advanced Disposal Services Macon, LLC, a Delaware limited liability company ("Advanced"), of all of Attaway Waste's right, title and interest in and to the Contract; subject to the conditions that (a) a duly executed counterpart (or certified conformed copy) of a valid, binding and legally enforceable Assignment and Assumption Agreement transferring Attaway Waste's right, title and interest in said Contract is executed by Attaway Waste and Advanced; (b) a duly executed counterpart of an Assumption Agreement is executed by Advanced addressed to Putnam County assuming all duties and obligations under the Contract effective as of the closing of such transaction; and (c) a duly executed Secretary's Certificate is executed containing the names, titles and specimen signatures of all officers authorized to sign documents on behalf of Advanced; and (d) that such documents hereinabove specified be delivered to the Board of Commissioners within ten (10) days following the closing of this transaction.

In addition, the undersigned does hereby certify as follows:

- 1) The person named below is the duly elected officer of Putnam County and is authorized to execute and deliver on behalf of said County this Consent To Assignment;
- 2) Attached hereto as Exhibit A is a true and correct copy of the Contract;
- 3) The Contract is in full force and effect as of the date hereof and is valid and enforceable in accordance with its terms and is assignable by Attaway Waste to Advanced pursuant to this Consent; and
- 4) No event has occurred or circumstance exists that (with or without notice or lapse of time) may constitute or result in a default by any party to the Agreement, or give any other person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or payment under, or to cancel, terminate or modify the Contract.

Nothing contained in this Consent shall be deemed to supersede, amend or modify any of the terms, conditions or provisions of the Contract or any rights or obligations of the parties under the Contract.

EXECUTED this 22nd day of July, 2008

Putnam County Board of Commissioners

By: Howard M. McMichael, Sr.  
Howard McMichael, Sr., Chairman

Attest: Lynn Barber  
Lynn Barber, County Clerk



# Advanced Disposal

August 1, 2008

VIA HAND DELIVERY  
 Ms. Lynn Barber  
 Putnam County Board of Commissioners  
 108 South Madison Avenue, Suite 300  
 Eatonton, Georgia 31024

Re: Contract for Solid Waste Collection and Disposal Services and Operation of Convenience Centers and Inert Landfill

Dear Ms. Barber:

This letter is in response to the request by Putnam County, Georgia (the "County") for additional documentation with respect to the assignment and transfer of that certain Contract for Solid Waste Collection and Disposal Services and Operation of Convenience Centers and Inert Landfill dated as of June 20, 2006, as amended (the "Contract") by and between the County and Attaway Waste Services, LLC ("Attaway Services").

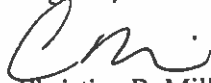
Advanced Disposal Services Macon, LLC ("Advanced") purchased substantially all of the assets of Attaway Services effective as of August 1, 2008 (the "Transaction"). In connection with such Transaction, Attaway Services assigned the Contract to Advanced as of the closing date of the Transaction. In order to assign the Contract, Attaway Services had to obtain the prior written consent of the County to such assignment. Such consent was granted on July 22, 2008, subject to the receipt by the County within 10 days following the closing of the Transaction of (i) an executed copy of the Assignment and Assumption Agreement to be delivered at closing by each of Attaway Services and Advanced, (ii) an original copy of the Company Secretary's Certificate setting forth the incumbency of the officers of the Company signing documents on behalf of the Company in connection with the Transaction, and (iii) an executed copy of an Assumption Agreement made by Advanced in favor of the County (the "Documentation").

Enclosed with this letter are copies of the requested Documentation. Kindly acknowledge receipt of the Documentation by signing the enclosed duplicate of this letter in the space provided below and returning it to representatives of Advanced.

Received by: *Ginger Moore* Date: 8-8-08

If there are any questions, you may contact me at (904) 737-7900. Thank you for your consideration of this matter.

Regards,



Christian B. Mills  
 Vice President – General Counsel  
 Advanced Disposal Services Macon, LLC

7915 Baymeadows Way • Suite 300 • Jacksonville, FL 32256  
 tel (904) 737-7900 • fax (904) 636-0699



## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Agreement") made effective as of August 1, 2008 (the "Effective Date"), , by and among: (i) Advanced Disposal Services Macon, LLC, a Delaware limited liability company ("Buyer"); (ii) Attaway Waste Services, LLC, a Georgia limited liability company ("Attaway Services"); and (iii) Robert T. Attaway, III ("Attaway"). Attaway is sometimes referred to in this Agreement as "Member." Attaway Services and Member are sometimes referred to in this Agreement individually as "Seller" and collectively as "Sellers." Buyer and Sellers are sometimes referred to in this Agreement collectively as the "Parties" and each individually as a "Party."

Pursuant to the terms and conditions of that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of May 21, 2008, as amended, by and among Buyer and Sellers, Sellers agreed to assign to Buyer and Buyer agreed to assume from Sellers, for the consideration and upon the terms and conditions set forth in the Asset Purchase Agreement, certain of the contracts, rights, liabilities and obligations of Sellers as specifically described in the Asset Purchase Agreement. Sellers desire to deliver to Buyer such instruments of sale, transfer, conveyance, assignment and delivery as are required to vest in Buyer all of the right, title and interest of Sellers in and to the Assets (as defined in the Asset Purchase Agreement). Buyer desires to deliver to Sellers such instruments as are required in order to effectuate and evidence the assumption by Buyer of the Assumed Liabilities (as defined in the Asset Purchase Agreement).

Now, therefore, pursuant to the Asset Purchase Agreement and in consideration of the mutual promises it contains, the receipt and sufficiency of which Sellers and Buyer each acknowledge, the parties agree as follows:

1. Each capitalized term used but not defined in this Agreement shall have the meaning ascribed to it in the Asset Purchase Agreement.
2. Effective as of the Effective Date, each Seller hereby sells, transfers, assigns, conveys and delivers to Buyer all of such Seller's right, title and interest in, to and under all of the Assets that constitute intangible personal property and other intangible rights, including without limitation, the Assigned Contracts and Permits ("Assigned Interests").
3. Buyer hereby accepts the sale, transfer, assignment, conveyance and delivery of all of each Seller's right, title and interest in, to and under the Assigned Interests under this Agreement. Buyer hereby assumes and agrees to be responsible and liable for all the terms, conditions, provisions, obligations, covenants and agreements of Sellers under the Assumed Liabilities and Permits, commencing at and effective from and after the Effective Date.
4. Except for the Assumed Liabilities assumed under this Agreement and the Asset Purchase Agreement, Buyer does not hereby assume and shall not hereby become liable or responsible for any Liabilities of any Seller.
5. Each Seller agrees that from time to time after the date hereof, it shall, at its sole expense, at the reasonable request of Buyer, execute and deliver, or cause to be delivered, such other and further instruments of sale, transfer, assignment and conveyance and take such other and further action as may be necessary or appropriate in order to (a) document Buyer's ownership of all of such Seller's right, title and interest in and to the Assets contemplated by the Asset Purchase Agreement to be sold, transferred, assigned, conveyed and delivered to Buyer, (b) vest in Buyer ownership of all of such Seller's right, title and interest in and to the Assets as required by the Asset Purchase Agreement, (c) put Buyer in possession of the Assets and (d) assist Buyer in demonstrating or otherwise evidencing to third parties that such Seller has transferred to Buyer all of such Seller's right, title and interest in and to the Assets. Buyer agrees that from time to time after the date hereof, it shall, at its sole expense, at the reasonable request of each Seller, execute and deliver, or cause to be executed and delivered, such other and further instruments of assumption and take such other and further action as may be necessary or appropriate in order to give


effect to Buyer's assumption of the Assumed Liabilities. If any party to this Agreement discovers that any Seller holds any right, title or interest in and to the Assets contemplated by the Asset Purchase Agreement to be sold, transferred, assigned, conveyed and delivered to Buyer, such party shall provide notice of such fact to Buyer and such Seller shall promptly cause execute and deliver instruments of sale, transfer, assignment and conveyance as may be necessary or appropriate in order to vest in Buyer ownership of all of such right, title and interest in and to such Assets.

6. Nothing in this Agreement shall be deemed to supersede, enlarge or modify any of the provisions of the Asset Purchase Agreement, all of which shall survive the execution and delivery of this Agreement as provided in, and subject to the limitations set forth in, the Asset Purchase Agreement. If any conflict exists between the terms of this Agreement and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to any of the conflict of law rules thereof.
8. This Agreement shall be effective as of the Effective Date.
9. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission and by electronic mail in PDF format shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile and by electronic mail in PDF format shall be deemed to be their original signatures for all purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Sellers and Buyer have executed and delivered this Agreement as of the date first above written.

**ADVANCED DISPOSAL SERVICES MACON, LLC,**  
a Delaware Limited Liability Company

By:   
Name: Charles C. Applegate  
Title: CEO

**ATTAWAY WASTE SERVICES, LLC,**  
a Georgia limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Robert T. Attaway, III

IN WITNESS WHEREOF, Sellers and Buyer have executed and delivered this Agreement as of the date first above written.

**ADVANCED DISPOSAL SERVICES MACON, LLC,**  
a Delaware Limited Liability Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTAWAY WASTE SERVICES, LLC,**  
a Georgia limited liability company




By: Robert T. Attaway III  
Name: Robert T. Attaway III  
Title: Member

Robert T. Attaway III  
Robert T. Attaway, III

**SECRETARY'S CERTIFICATE  
OF  
ADVANCED DISPOSAL SERVICES MACON, LLC**

In connection with that certain Assignment and Assumption Agreement dated as of August 1, 2008 (the "Agreement"), by and between Advanced Disposal Services Macon, LLC (the "Company"), Attaway Waste Services, LLC and Robert T. Attaway, III, the undersigned, the Secretary of the Company, does hereby certify on behalf of the Company as to the following:

The persons named below are the duly elected officers of the Company authorized to execute and deliver on behalf of the Company the Agreement and all documents necessary or appropriate to consummate the transactions contemplated therein and now holds the office set forth opposite his or her name and the signature opposite his or her name and title is his or her true and correct signature:

<u>NAME</u>	<u>OFFICE</u>	<u>SIGNATURE</u>
Charles C. Appleby	Chief Executive Officer	
Steven R. Carn	Chief Financial Officer	
Christian B. Mills	Vice President – General Counsel and Secretary	

IN WITNESS WHEREOF, I have executed this Certificate effective as August 1, 2008.



\_\_\_\_\_  
Christian B. Mills  
Secretary

I, Charles C. Appleby, Chief Executive Officer of the Company, do hereby certify that Christian B. Mills is the duly elected and qualified Secretary of the Company, and that the signature set forth immediately above is genuine.



\_\_\_\_\_  
Charles C. Appleby  
Chief Executive Officer

## ASSUMPTION AGREEMENT

This Assumption Agreement ("Agreement") is made this 10<sup>th</sup> day of August 2008 by Advanced Disposal Services Macon, LLC, a Delaware limited liability company ("Advanced") in favor of the Putnam County Board of Commissioners.

WHEREAS, effective as of August 1, 2008, Advanced purchased substantially all of the assets of Attaway Waste Services, LLC ("Attaway") pursuant to that certain Asset Purchase Agreement dated May 21, 2008, as amended, by and among Advanced, Attaway and Robert T. Attaway, III (the "Asset Purchase Agreement"), which include, among other things, that certain Contract for Solid Waste Collection and Disposal Services and Operation of Convenience Centers and Inert Landfill dated as of June 20, 2006 (the "Contract"), as amended, by and between Putnam County (the "County") and Attaway;

WHEREAS, in order to assign the Contract to Advanced, Attaway was required to obtain the prior written consent of the County to such assignment;

WHEREAS, the County granted such consent on or about July 22, 2008, subject to receipt of the agreement by Advanced post-closing that Advanced would assume all of the duties and obligations of Attaway under the Contract.

NOW THEREFORE, subject to the effective assignment of the Contract to Advanced by Attaway, Advanced, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, does hereby agree to assume all of the duties and obligations of Attaway under the Contract. In the event the Contract is not effectively assigned to Advanced, this Assumption Agreement shall automatically terminate and be of no further force and effect.

IN WITNESS WHEREOF, Advanced has executed and delivered this instrument and has intended the same to be and become effective as of the date first written above.

**ADVANCED DISPOSAL SERVICES  
MACON, LLC**


By: 

Name: Charles C. Appleby  
Its: Chief Executive Officer

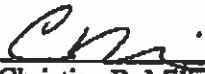
**SECRETARY'S CERTIFICATE  
OF  
ADVANCED DISPOSAL SERVICES MIDDLE GEORGIA, LLC**

In connection with that certain Contract for Solid Waste Collection and Disposal Services and Operation of Convenience Centers and Inert Landfill by and between Advanced Disposal Services Middle Georgia, LLC, formerly known as Advanced Disposal Services Macon, LLC (the "Company"), and Putnam County, a political subdivision of the State of Georgia, the undersigned, the Secretary of the Company, does hereby certify on behalf of the Company as to the following:

The person named below is a duly elected officer of the Company authorized to execute and deliver on behalf of the Company the Agreement and now holds the office set forth opposite his name and the signature opposite his name and title is his true and correct signature:

<u>NAME</u>	<u>OFFICE</u>	<u>SIGNATURE</u>
Robert Attaway	Vice President of Municipal Affairs	

IN WITNESS WHEREOF, I have executed this Certificate effective as December 4, 2008.

  
\_\_\_\_\_  
Christian B. Mills  
Secretary





**PERFORMANCE BOND**

Bond No. 6575120

KNOW ALL MEN BY THESE PRESENTS, that we, Advanced Disposal Macon, LLC, as Principal, and Safeco Insurance Company of America, licensed to do business in the State of Washington, as Surety, are held and firmly bound unto Putnam County Board of Commissioners (Obligee), in the penal sum of Two Hundred Fifty Thousand and No/100-- Dollars (\$250,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee the 20th day of June, 2006, for Solid Waste Collection and Disposal Services and Operation of Convenience Centers and Inert Landfill and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from September 23, 2008, until September 23, 2009, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 23rd day of September, 2008.

Advanced Disposal Macon, LLC  
(Principal)

By [Signature]

Witness [Signature: Marti Dickman]

Safeco Insurance Company of America  
(Surety)

By [Signature: Misty Koslosky]  
Misty Koslosky, Attorney-in-Fact

Witness [Signature: Heather Noles]  
Heather Noles

**Obligee Acknowledgment and Acceptance of bond form:**

[Signature: Howard M. Michael]



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
Safeco Plaza
Seattle, WA 98185

No. 10104

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

MARC W. BOOTS; RICHARD COVINGTON; JOY DURHAM; MARY ANN GARCIA; STEPHANIE GUNDERSON; MISTY KOSLOSKY; VICKIE LACY; HEATHER NOLES; P. T. OSBURN; STEPHEN R. SMITH; MARIA D. ZUNIGA; Houston, TX; SUSAN SHOEMAKE; San Antonio, TX

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 8th day of May 2008

Stephanie Daley-Watson (handwritten signature)

T. Mikolajewski (handwritten signature)

STEPHANIE DALEY-WATSON, SECRETARY

TIM MIKOLAJEWSKI, SENIOR VICE-PRESIDENT, SURETY

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business...

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Stephanie Daley-Watson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 23rd day of September 2008



Stephanie Daley-Watson (handwritten signature)

STEPHANIE DALEY-WATSON, SECRETARY

Safeco® and the Safeco logo are registered trademarks of Safeco Corporation.



# PUTNAM COUNTY BOARD OF COMMISSIONERS

76

108 South Madison Avenue, Suite 300 - Eatonton, Georgia 31024

Telephone (706) 485-5826 - FAX (706) 485-5578

Website: [www.putnamcountyga.us](http://www.putnamcountyga.us)

Chairman:  
Howard McMichael, Sr

District One:  
Wesley Willis

District Two:  
Janie Reid

District Three:  
Bob Landau

District Four:  
Billy Webster

Century Bank and Trust  
141 S Wayne Street  
Milledgeville, GA 31061

November 6, 2008

**RE: Irrevocable Letter of Credit No. 0778718701**

Dear Sirs:

Please accept this as notice that the Putnam County Board of Commissioners does hereby release Irrevocable Letter of Credit No. 0778718701 dated May 16, 2008 for your customer Attaway Waste Services LLC.

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

Sincerely,

A handwritten signature in black ink that reads "Howard McMichael, Sr." The signature is written in a cursive style.

Howard McMichael, Sr.  
Chairman

HM/lb

cc: Robbie Attaway



**Issuer:** Century Bank and Trust  
141 S Wayne St  
Milledgeville GA 31061

**Beneficiary:** Putnam County Board of Commissioners  
108 South Madison Avenue  
Eatonton, GA 31024

**Customer:** Attaway Waste Services LLC  
131 Britt Waters Rd NW  
Milledgeville GA 31061

**Date:** May 16, 2008

**IRREVOCABLE LETTER OF CREDIT NO. 0778718701**

We understand that Putnam County, a political subdivision of the State of Georgia, by and through its County Commission, entered into a Contract for Solid Waste Collection and Disposal Services and Operation of Convenience Centers and Inert Landfill with Attaway Waste Services, LLC on June 20, 2006, (the "Contract"). Said Contract was amended by Amendment No. 1 dated December 20, 2006 and by Amendment No. 2 dated February 26, 2008. We understand that the contract may be amended further in the future. Pursuant to the terms of the Contract, Attaway Waste Services, LLC is to provide a letter of credit in favor of Putnam County in the amount of \$250,000 as follows:

**WE HEREBY AUTHORIZE YOU TO DRAW ON CENTURY BANK AND TRUST (THE "BANK") FOR THE ACCOUNT OF ATTAWAY WASTE SERVICES LLP UP TO AN AGGREGATE AMOUNT OF: Two Hundred Fifty Thousand Dollars (\$250,000.00).**

Available by your drafts at sight accompanied by:

1. A statement signed by the Chairman of the Putnam County Commissioners specifying a default by Attaway Waste Services, LLC under the Contract, with evidence that a written demand for cure has been sent to Attaway Waste Services, LLC by certified mail and a statement that Attaway Waste Services, LLC has failed to cure such default within ten days of the notice; and

2. A statement that the amount of the draft represents expenses incurred by Putnam County in correcting the default of Attaway Waste Services, LLC in providing required services under the Contract and an itemization of such expenses.

The amount of any draft drawn under this credit must be endorsed on the reverse hereof. All drafts must be marked: "Drawn under Letter of Credit number 0778718701 dated May 16, 2008." Partial drawings will be permitted.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this credit, that such drafts will be duly honored upon presentation to the drawee, if negotiated on or before May 16, 2009.

We hereby engage with you that drafts drawn under and in compliance with the terms of this letter of credit will be duly honored if drawn and presented on or before the expiration date.

Sincerely,



James R Ivey  
Executive Vice President

Except so far as otherwise expressly stated this Letter of Credit is subject to the uniform customs and practice for documentary credits as most recently published by the International Chamber of Commerce.

SMITH, HAWKINS, HOLLINGSWORTH & REEVES, LLP  
ATTORNEYS AT LAW  
POST OFFICE BOX 6495  
688 WALNUT STREET - SUITE 100  
MACON, GEORGIA 31208-6495

Fax - Land 79  
484-2366

G. BOONE SMITH, III  
J. RENÉ HAWKINS, JR.  
DAVID S. HOLLINGSWORTH  
JOHN D. REEVES  
TIMOTHY HARDEN III  
ROBERT H. WALL

TELEPHONE (478) 743-4436  
TELECOPIER (478) 746-8722

WARNER ROBINS OFFICE  
470 S. HOUSTON LAKE ROAD, SUITE E  
WARNER ROBINS, GA 31088-9002  
(478) 333-6970  
(478) 333-6973 FACSIMILE

ALAN H. RUMPH  
OF COUNSEL

July 7, 2008

Ms. Helen Carnes  
Putnam County Board of Commissioners  
108 South Madison Avenue, Suite 300  
Eatonton, GA 31024

RE: Contract For Solid Waste Collection And Disposal Services And Operation Of  
Convenience Centers And Inert Landfill (the "Contract")

Dear Ms. Carnes:

I contacted you recently regarding the sale by Attaway Waste Services, LLC to  
Advanced Disposal Services Macon, LLC, a subsidiary of Advanced Waste Disposal, Inc.  
Enclosed is the Secretary's Certificate which has been signed by Advanced Disposal Services  
Macon, LLC.

Please let me know if you need anything further.

Very truly yours,




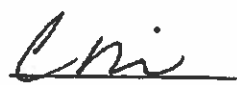
  
John D. Reeves

JDR/mh  
Enclosure  
Cc: Robbie Attaway  
Christian Mills

**SECRETARY'S CERTIFICATE  
OF  
ADVANCED DISPOSAL SERVICES MACON, LLC**

In connection with that certain Asset Purchase Agreement dated as of May 21, 2008 (the "Asset Purchase Agreement"), by and between Advanced Disposal Services Macon, LLC (the "Company"), Attaway Waste Services, LLC and Robert T. Attaway, III, the undersigned, the Secretary of the Company, does hereby certify on behalf of the Company as to the following:

The person named below is the duly elected officer of the Company authorized to execute and deliver on behalf of the Company the Asset Purchase Agreement and all documents necessary or appropriate to consummate the transactions contemplated therein and now holds the office set forth opposite his or her name and the signature opposite his or her name and title is his or her true and correct signature:

<u>NAME</u>	<u>OFFICE</u>	<u>SIGNATURE</u>
Charles C. Appleby	Chief Executive Officer	
Walter H. Hall, Jr.	President and Chief Operating Officer	
Steven R. Carn	Chief Financial Officer	
Christian B. Mills	Vice President – General Counsel and Secretary	



IN WITNESS WHEREOF, I have executed this Certificate effective as of July 7, 2008.

  
\_\_\_\_\_  
Christian B. Mills  
Secretary

I, Charles C. Appleby, Chief Executive Officer of the Company, do hereby certify that Christian B. Mills is the duly elected and qualified Secretary of the Company, and that the signature set forth immediately above is genuine.

  
\_\_\_\_\_  
Charles C. Appleby  
Chief Executive Officer



## Putnam County Manager

### Memo

**To:** County Attorney Chris Huskins  
**CC:** Commissioner Bob Landau  
**From:** County Manager Helen J. Carnes *HJC*  
**Date:** June 20, 2008  
**Re:** **Proposed transfer of Contract for Solid Waste Collection and Disposal Services and Operating of Convenience Center and Inert Landfill**

**Attached are various documents that Commissioner Landau requested from Advanced Waste Services, LLC that need your review and comment ASAP.**

**Enclosures: 6-10-08 letter from John D. Reeves with attachments**

**Draft Secretary's Certificate of Advanced Disposal Services Macon, LLC**

SMITH, HAWKINS, HOLLINGSWORTH & REEVES, LLP  
 ATTORNEYS AT LAW  
 POST OFFICE BOX 6495  
 688 WALNUT STREET - SUITE 100  
 MACON, GEORGIA 31208-6495

G. BOONE SMITH, III  
 J. RENÉ HAWKINS, JR.  
 DAVID S. HOLLINGSWORTH  
 JOHN D. REEVES  
 TIMOTHY HARDEN III  
 ROBERT H. WALL

TELEPHONE (478) 743-4436  
 TELECOPIER (478) 746-8722

WARNER ROBINS OFFICE  
 470 S. HOUSTON LAKE ROAD, SUITE E  
 WARNER ROBINS, GA 31088-9002  
 (478) 333-6970  
 (478) 333-6973 FACSIMILE

ALAN H. RUMPH  
 OF COUNSEL

June 19, 2008

Ms. Helen Carnes  
 Putnam County Board of Commissioners  
 108 South Madison Avenue, Suite 300  
 Eatonton, GA 31024

RE: Contract For Solid Waste Collection And Disposal Services And  
 Operation Of Convenience Centers And Inert Landfill (the "Contract")

Dear Ms. Carnes:

I represent Attaway Waste Services, LLC ("Attaway"). Attaway has agreed to sell substantially all of its assets to Advanced Disposal Services Macon, LLC, a subsidiary of Advanced Waste Disposal, Inc. The above contract requires the consent of the Putnam County Board of Commissioners to the transfer of the rights under the above Contract to Advanced Disposal Services Macon, LLC. The county requested certain information to approve the transfer and that information is enclosed. Enclosed are the following:

1. Written request for the transfer by Advanced Waste Services, LLC.
2. Certificate of Insurance furnished by Advanced Disposal Services, Inc.
3. Commitment from Safeco Insurance Company of America to issue the bond in favor of the county upon the closing of the transaction.
4. A copy of the Assignment and Assumption Agreement to be executed between Attaway and Advanced Disposal Services Macon, LLC.
5. Advanced has furnished you with a form for an incumbency certificate. As soon as that form is approved, that can be furnished to you to complete the package.

Please let me know if you need anything further.

Very truly yours,

  
 John D. Reeves

JDR/mh  
 Enclosures  
 Cc: Robbie Attaway  
 Christian Mills



# Attaway Waste Services, LLC

Commercial, Industrial & Residential Waste Collection

131 Britt Waters Road NW  
Milledgeville, GA 31061

478.453.4435  
478.452.2177 Fax  
attawaywaste@alltel.net

June 17, 2008

Honorable H. Howard McMichael, Sr.  
Chairman  
Putnam County Board of Commissioners  
108 South Madison Avenue  
Eatonton, GA 31024

RE: Contract For Solid Waste Collection And Disposal Services And Operation Of  
Convenience Centers And Inert Landfill (the "Contract")

Dear Mr. McMichael:

Attaway Waste Services, LLC provides waste collection services to the county pursuant to the Contract mentioned above, which is dated June 20, 2006. Attaway Waste Services, LLC has signed a contract with Advanced Disposal Services Macon, LLC ("Advanced") for the sale of substantially all of its assets. Pursuant to that sale, Attaway Waste Services, LLC will assign its right to provide waste disposal services to Putnam County to Advanced pursuant to the Assignment and Assumption Agreement, a copy of which is attached hereto. This a valid, binding and legally enforceable assignment to be executed by the parties and Advanced will assume all duties and obligations to perform services to Putnam County under the Contract. We hereby request the consent of the Board of Commissioners to this assignment pursuant to Section 15.0 of the Contract.

Please let me know if you need any further information.

Very truly yours,

ATTAWAY WASTE SERVICES, LLC

Robert T. Attaway, III

Enclosure

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD)  
06/10/2008


<b>PRODUCER</b> J. Smith Lanier & Co.-Atlanta 1330 Lakefield Drive Bldg 1, Suite 100 Duluth, GA 30097	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURED</b> Advanced Disposal Services, Inc. 7915 Baymeadows Way, Suite 300 Jacksonville, FL 32256	<b>INSURERS AFFORDING COVERAGE</b>
	INSURER A: Indian Harbor Ins. Co.	36940
	INSURER B: American International Specialty Lin	26883
	INSURER C: Everest National	10120
	INSURER D: Illinois National	23817
	INSURER E: American Home Assurance	19380

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: 50,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GEC000922206	07/01/07	07/01/08	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
E		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	CA4575902	07/01/07	07/01/08	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	9747310	07/01/07	07/01/08	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	CA00000141081	01/01/08	01/01/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
D		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	WC9844457	07/01/07	07/01/08	E.L. EACH ACCIDENT \$1,000,000
E		If yes, describe under SPECIAL PROVISIONS below	WC9844456	07/01/07	07/01/08	E.L. DISEASE - EA EMPLOYEE \$1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Named Insureds Continued: Advanced Disposal Services Alabama, LLC; Advanced Disposal Services Atlanta, LLC; Advanced Disposal Services Augusta, LLC; Federal Road, LLC; Doraville Transfer Station, LLC; Advanced Disposal Service Jacksonville, LLC; Advanced Disposal Services Middle Georgia, LLC; Cartersville Transfer Station, LLC dba Riverside (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b> Putnam County, GA 108 South Madison Ave. Suite 300 Eatonton, GA 31024	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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**DESCRIPTIONS (Continued from Page 1)**

Transfer Station; Firetower Landfill, LLC; Advanced Disposal Services Central Florida, LLC; Advanced Disposal Services Hancock County, LLC; Advanced Disposal Services Macon, LLC; Advanced Disposal Services North Florida, LLC; Advanced Disposal Services North Georgia, LLC; Nassau County Landfill, LLC; Old Kings Road, LLC; Advanced Disposal Services Pasco County, LLC; Stateline Disposal Service, LLC; Advanced Disposal Services Rogers Lake, LLC; Advanced Disposal Services South Atlanta, LLC; Sunflower Landfill, LLC; Sunflower Waste, LLC; Atlanta Transfer Station, LLC; Federal Road Transfer Station, LLC dba Welcome All Transfer Station; Old Kings Road Solid Waste, LLC; Pasco Laker, Inc; Sunflower CATS, LLC; Sunflower EATS, LLC; Tallassee Waste Disposal Center, Inc; Advanced Disposal Services Alabama Holdings, LLC; Advanced Disposal Services Alabama, LLC f/k/a Sunflower; Advanced Disposal Services Gulf Coast, LLC; Arrow Disposal Services LLC dba Advanced Disposal Services; Stone's Throw, LLC f/k/a Sunflower Landfill, LLC; Sunflower CATS, LLC f/k/a Alabama Central, LLC; Turkey Trot Landfill, LLC

Ten Days Notice of Cancellation will apply for non-payment of premium.

Umbrella Liability does not include Pollution Liability.

Putnam County, GA will be included as an additional insured after acquisition and assumption of a written contract.

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



**McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.**

10375 Richmond Ave., Suite 1700 • Houston, TX 77042-4149 • TEL - (713) 877-8975 • FAX - (713) 877-8974

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June 11, 2008

Putnam County Board of Commissioner  
108 South Madison Avenue  
Eatonton, Georgia 31024

**RE: Advanced Disposal Services, Inc. / Attaway Waste Services, LLC  
Solid Waste Collection and Disposal Services and Operation of Convenience  
Centers and Inert Landfill**

To Whom It May Concern:

We, Safeco Insurance Company of America, understand that our client, Advanced Disposal Services, Inc. will be acquiring Attaway Waste Services, LLC. It is also our understanding that they will begin operating this contract at the closing of that transaction. Advanced Disposal Services, Inc. is a valued customer of Safeco Insurance Company of America and has bonding capacity available for this project.

We hereby agree that upon assignment to and assumption of the contract by Advanced Disposal Services, Inc., we will execute or arrange for the execution of the contractually required bonds on this project in the amount of \$250,000 on the surety company's annually renewable bond form.

Sincerely,

**SAFECO INSURANCE COMPANY OF AMERICA**

*Misty Koslosky*

Misty Koslosky  
Attorney-in-Fact





POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
Safeco Plaza
Seattle, WA 98185

No. 10104

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

MARC W. BOOTS; RICHARD COVINGTON; JOY DURHAM; MARY ANN GARCIA; STEPHANIE GUNDERSON; MISTY KOSLOSKY; VICKIE LACY; HEATHER NOLES; P. T. OSBURN; STEPHEN R. SMITH; MARIA D. ZUNIGA; Houston, TX; SUSAN SHOEMAKE; San Antonio, TX

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 8th day of May 2008

Stephanie Daley-Watson (handwritten signature)

T. Mikolajewski (handwritten signature)

STEPHANIE DALEY-WATSON, SECRETARY

TIM MIKOLAJEWSKI, SENIOR VICE-PRESIDENT, SURETY

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business...

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof.

I, Stephanie Daley-Watson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 11th day of July 2008



Stephanie Daley-Watson (handwritten signature)

STEPHANIE DALEY-WATSON, SECRETARY

Safeco and the Safeco logo are registered trademarks of Safeco Corporation.



# PUTNAM COUNTY BOARD OF COMMISSIONERS

108 South Madison Avenue, Suite 300 - Eatonton, Georgia 31024  
Telephone (706) 485-5826 - FAX (706) 485-5578  
Website: www.putnamcountyga.us

Chairman:  
Howard McMichael, Sr

February 27, 2008

District One:  
Wesley Willis

District Two:  
Janie Reid

District Three:  
Bob Landau

District Four:  
Billy Webster

Companion Property & Casualty Insurance Company  
c/o Allstar Surety Co, Inc as Managing Agent - Surety  
1301 Hightower Trail, Suite 210  
Atlanta, GA 30350

RE: Bond: 0002056 dated 8/9/07 – 8/9/08  
Principal: Attaway Waste Services, LLC  
Obligee: Putnam County Board of Commissioners  
Project: Solid Waste Collection and Disposal Services Operation of  
Convenience Centers and Inert Landfill

This letter is to confirm that we are returning the above referenced bond and release both principal and surety from any past, present or future obligation under this bond.

We further agree to indemnify and hold harmless both surety and principal for any expense, loss or cost arising as a result of the issuance of this bond included, but not limited to, claims made by interested third parties.

We further certify that Attaway Waste Services, LLC has successfully completed its obligation under bond # 0002056 for the period of 8/9/06-8/9/07.

Sincerely,

Helen J. Carnes  
County Manager



# Attaway Waste Services, LLC

Commercial, Industrial & Residential Waste Collection

91

131 Britt Waters Road NW  
Milledgeville, GA 31061

478.453.4435  
478.452.2177 Fax  
attawaywaste@alltel.net

November 8, 2007

Mrs. Helen Carnes  
Putnam County Board Of Commissioners  
108 South Madison Avenue, Suite 300  
Eatonton, Ga. 31024

Dear Mrs. Carnes:

Enclosed is the original Performance Bond from Companion Property and Casualty Insurance Company. Please let us know if you have any questions.

Thank you,

Donna C. Attaway

AIA Document A312

BOND NO. 0002056

# Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):  
Attaway Waste Services, LLC  
131 Britt Waters Rd.NW  
Milledgeville, GA 31061

SURETY (Name and Principal Place of Business):  
Companion Property and Casualty Insurance Company  
1301 Hightower Trail, Suite 210  
Atlanta, GA 30350

OWNER (Name and Address):  
Putnam County Board of Commissioners  
108 South Madison Ave., Ste. 300  
Eatonton, GA 31024

### CONSTRUCTION CONTRACT

Date: 06/20/2006

Amount: \$250,000

Description (Name and Location): Solid Waste Collection and Disposal Services  
Operation of Convenience Centers and Inert Landfill

### BOND

Date (Not earlier than Construction Contract Date): 08/09/2007

Amount: \$250,000

Modifications to this Bond:  None  See Page 3

CONTRACTOR AS PRINCIPAL  
Company: (Corporate Seal)  
Attaway Waste Services, LLC

SURETY  
Company: (Corporate Seal)  
Companion Property and Casualty Insurance  
Company

Signature: \_\_\_\_\_  
Name and Title:

Signature:   
Name and Title: Lloyd Randall Deal  
ATTORNEY IN-FACT

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone:

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or  
other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

which it may be liable to the Owner as soon as practicable after the amount determined, tender payment therefor to the Owner; or

If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

3 If there is no Owner Default, the Surety's obligation under this bond shall arise after:

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default of this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation or costs and damages on the Construction Contract, the Surety is obligated without duplication for:

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions.

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of

minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received

received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

PROVIDED, however, the term of this bond shall be for a period of one year beginning on the date of the signed contract. This bond may be renewed at the option of the Surety, but nonrenewal will not be a condition of default under the contract.

PROVIDED, furthermore regardless of the number of years this bond may be renewed, the liability of the Surety shall not be cumulative, and aggregate liability of the Surety for all claims, suits or action under this bond shall not exceed the penal sum as stated.

PROVIDED, this bond excludes coverage in regard to any compliance with paragraph 19.9.8 of the contract. The Surety shall not be held responsible in connection with any 10-year guarantee.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company: (Corporate Seal)

SURETY  
Company: (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Signature: \_\_\_\_\_  
Name and Title:  
Address:



BOND NO. 0002056

# Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**  
Attaway Waste Services, LLC  
131 Britt Waters Rd. NW  
Milledgeville, GA 31061

**SURETY (Name and Principal Place of Business):**  
Companion Property and Casualty Insurance Company  
1301 Hightower Trail, Suite 210  
Atlanta, GA 30350

**OWNER (Name and Address):**  
Putnam County Board of Commissioners  
108 South Madison Ave., Ste. 300  
Eatonton, GA 31024

**CONSTRUCTION CONTRACT**

Date: 06/20/2006

Amount: \$250,000

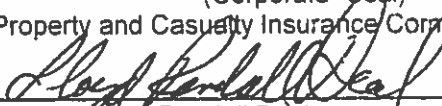
Description (Name and Location): Solid Waste Collection and Disposal Services  
Operation of Convenience Centers and Inert Landfill

**BOND Date (Not earlier than Construction Contract Date):** 08/09/2007  
Amount: \$250,000

Modifications to this Bond:  None  See Page 6

**CONTRACTOR AS PRINCIPAL**  
Company: \_\_\_\_\_ (Corporate Seal)  
Attaway Waste Services, LLC

Signature: \_\_\_\_\_  
Name and Title:

**SURETY**  
Company: \_\_\_\_\_ (Corporate Seal)  
Companion Property and Casualty Insurance Company  
Signature:   
Name and Title: Lloyd Randall Deal  
ATTORNEY-IN-FACT

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)  
AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.



14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

required for performance of the work of the Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company: \_\_\_\_\_ (Corporate Seal)

SURETY  
Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Signature: \_\_\_\_\_  
Name and Title:  
Address:

# COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

P. O. Box 100165 (29202)  
51 Clemson Road  
Columbia, SC 29229

## GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY had made, Constituted and appointed, and by these presents does make, Constitute and appoint Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; Jessica B. Gardiner of Loganville, Georgia; Mary F. Holland of Chamblee, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Parma, Ohio; Cheryl L. Torrao of Canton, Georgia; Garry W. Black of Murfreesboro, Tennessee; Martha G. Ross of Charlotte, North Carolina; Lloyd Randall Deal, Kennesaw, Georgia; Donald J. Kersey, Birmingham, Alabama; David R. Brett of Columbia, South Carolina; or Donald H. Gibbs of Atlanta, Georgia, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (One Million dollars).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY on the 24<sup>th</sup> day of December 2003.

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY bonds, undertakings and all contracts of suretyship; and that any Officer, Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

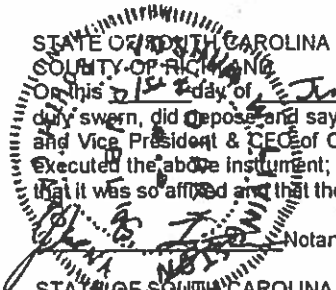
FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Vice President this 1<sup>st</sup> day of June 2007.

Attest: COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

By: [Signature]  
Charles M. Potok, President

[Signature]  
Curtis C. Stewart, Vice President & CFO



On this 1<sup>st</sup> day of June, 2007, before me personally came the above named officers to me known, who being by me duly sworn, did depose and say that they reside in Columbia, in the County of Richland, State of SC, at Columbia; that they are the President and Vice President & CEO of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that they know the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that they signed their names thereto pursuant to due authorization.

Notary Public, State of SC, Qualified in Richland County Commission Expires: 7/16/14

I, the undersigned, an Officer of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, a South Carolina Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Columbia, Dated the 9<sup>th</sup> day of August 2007

For Bond #0002056 [Signature]  
Curtis C. Stewart, Vice President & CFO



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
6/15/99

**PRODUCER** Phone: 757-622-4573 Fax: 757-622-4108  
 Willis of Virginia, Inc.  
 World Trade Center  
 West Main Street, Suite 3000  
 Norfolk VA 23510

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
 Advanced Disposal Services, Inc.  
 7915 Baymeadows Way, # 300  
 Jacksonville FL 32256

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Arch Insurance Co	11150
INSURER B: FEDERAL INSURANCE CO	20281
INSURER C: ACE American Insurance Co	22667
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded 50,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	31GPP496900	6/15/2009	6/15/2010	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	31CAB4960700	6/15/2009	6/15/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B		<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	79465462 XCPG2389256A	6/15/2009 6/15/2009	6/15/2010 6/15/2010	EACH OCCURRENCE	\$ 5,000,000
C						AGGREGATE	\$ 5,000,000
							\$
						Each Occ	\$ 20,000,000
						Aggregate	\$ 20,000,000
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC31WC14960600	6/15/2009	6/15/2010	WC STATUTORY LIMITS	OTHR
		Y/N <input type="checkbox"/>				E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C		<b>OTHER</b> Pollution Liability	PPLG24646063002	6/15/2009	6/15/2010	\$5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Umbrella Liability does not include Pollution Liability.

Advanced Disposal Services, Inc.  
 Advanced Disposal Services Alabama, LLC  
 Advanced Disposal Services Alabama Holdings, LLC  
 Continued...

## CERTIFICATE HOLDER

Putnam County, GA  
 108 South Madison Ave., Suite 300  
 Eatonton GA 31024-0000

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Lawrence J. ...*

DESCRIPTIONS Continued.

Advanced Disposal Services Alabama CATS, LLC  
 Advanced Disposal Services Alabama EATS, LLC  
 Advanced Disposal Services Atlanta, LLC  
 Advanced Disposal Services Augusta, LLC  
 Advanced Disposal Services Baton Rouge, LLC  
 Advanced Disposal Services Birmingham, Inc.  
 Advanced Disposal Services Central Florida, LLC  
 Advanced Disposal Services Cobb County Recycling Facility, LLC  
 Advanced Disposal Services Georgia Holdings, LLC  
 Advanced Disposal Services Gulf Coast, LLC  
 Advanced Disposal Services Gwinnett Transfer Station, LLC  
 Advanced Disposal Services Hancock County, LLC  
 Advanced Disposal Services Jackson, LLC  
 Advanced Disposal Services Jacksonville, LLC  
 Advanced Disposal Services Jones Road, LLC  
 Advanced Disposal Services Macon, LLC  
 Advanced Disposal Services Memphis, LLC  
 Advanced Disposal Services Middle Georgia, LLC dba Attaway Waste Services  
 Advanced Disposal Services Mississippi, LLC  
 Advanced Disposal Services North Florida, LLC  
 Advanced Disposal Services North Georgia, LLC  
 Advanced Disposal Services North Georgia, Holdings, LLC  
 Advanced Disposal Services Pasco County, LLC  
 Advanced Disposal Services Rogers Lake, LLC  
 Advanced Disposal Services Smyrna Transfer Station, LLC  
 Advanced Disposal Services Stateline, LLC  
 Advanced Disposal Services South Florida, LLC  
 Advanced Disposal Services Tennessee Holdings, LLC  
 Advanced Disposal Recycling Services, LLC  
 Advanced Disposal Recycling Services Gulf Coast, LLC  
 Arrow Disposal Service, LLC  
 Cartersville Transfer Station, LLC dba Riverside Transfer Station  
 Caruthers Mill C&D Landfill, LLC  
 Coastal Recyclers Landfill, LLC  
 Coastal Recyclers Transfer Station, LLC  
 Container & Compactors Services, LLC  
 Covington Transfer Station, LLC  
 Doraville Transfer Station, LLC  
 Eagle Point Landfill, LLC  
 Firetower Landfill, LLC  
 Hall County Transfer Station, LLC  
 Hidden Acres Land Company, LLC  
 Jones Road Landfill and Recycling, Ltd.  
 Macon County Landfill, LLC  
 Old Kings Road Solid Waste, LLC  
 Old Kings Road, LLC  
 Pasco Lakes, Inc.  
 Stone's Throw Landfill, LLC  
 Tallassee Waste Disposal Center, Inc.  
 Turkey Trot Landfill, LLC  
 Wolf Creek Landfill, LLC  
 Welcome All Transfer Station, LLC  
 Advanced Disposal Services Cobb County Transfer Station, LLC  
 Advanced Disposal Services EDLF, LLC  
 Atlanta Transfer Station, LLC  
 Federal Road, LLC  
 Garbex, LLC  
 Jones Road Landfill and Recycling, Ltd.  
 KSG, LLC  
 Maren Land, LLC

Putnam County, GA will be included as an additional insured after acquisition and assumption of a written contract.



**FOURTH AMENDMENT TO EXCLUSIVE CONTRACT  
FOR SOLID WASTE COLLECTION SERVICE BETWEEN PUTNAM COUNTY  
AND ADVANCED DISPOSAL SERVICES MIDDLE GEORGIA, LLC**

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THIS FOURTH AMENDMENT made this 3<sup>rd</sup> day of June, 2011, by and between **PUTNAM COUNTY**, a political subdivision of the state of Georgia, by and through its County Commission, hereinafter referred to as "County" and **ADVANCED DISPOSAL SERVICES MIDDLE GEORGIA, LLC**, acting by and through its duly authorized officers, hereinafter referred to as "Contractor."

WHEREAS, the County and Contractor entered into an exclusive contract for collection, removal, and operation of all Residential Convenience Center Solid Waste Sites generated within the County on June 20, 2006, with an effective date of July 1, 2006, hereinafter referred to as "Agreement;" and

WHEREAS, pursuant to the provisions of the Agreement, the County and Contractor by this Fourth Amendment have agreed to amend the length, number of sites, and compensation to the contractor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the County and Contractor hereby agree to the terms of this Fourth Amendment as follows:

1. Contractor: Will operate all convenience centers as according to Exhibit A attached based on the Agreement of the Commission.
2. Compensation:

Section 19.9.9: Will be amended to read the following.

Monthly Fee for Operation of all County Convenience Centers \$60,200.00

Monthly Fee for disposal of Solid Waste @ \$28.50/ton \$28,500.00

It is understood and agreed that this disposal fee contemplates the disposal of 1,000 tons/month (excluding yard waste & recyclables) from the convenience centers and is the Minimum monthly fee. At the end of each 6 month period, the contractor will be paid \$28.50 for each additional ton over 6,000 tons for that period starting June 1, 2011. Contractor and County will observe tonnages from June 1, 2011 through September 31, 2011 with the possibility of re-negotiations of Monthly Disposal Fee based on the closing of the Horton Home and VFW sites and Convenience Centers now being manned full time.

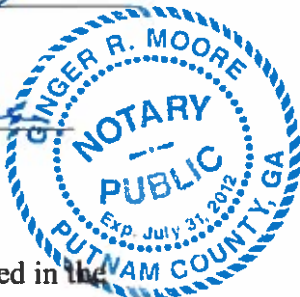
- 3. Term of Contract: Section 2 of Amendment 3 is hereby amended by now stating the following terms: "The term of this Agreement shall be extended to December 31, 2012. Thereafter, after each election cycle, the Commission has 45 days to notify Contractor its intent to renew contract. If notification is not received within 45 days, contract renews for an additional 4 years."
- 4. Full Force and Effect. Except as amended hereby, the Exclusive Agreement and First, Second, and Third Amendments remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals this 3<sup>rd</sup> day of June, 2011.

Signed, sealed and delivered in the presence of

Cynthia Woods  
Witness

Ginger R. Moore  
Notary Public



COUNTY OF PUTNAM

By: [Signature]  
Chairman

Attest: [Signature]

Signed, sealed and delivered in the presence of

Lynn Barber  
Witness

Ginger R. Moore  
Notary Public



ADVANCED DISPOSAL SERVICES MIDDLE GEORGIA, LLC

By: [Signature]  
General Manager







**FIFTH AMENDMENT TO EXCLUSIVE CONTRACT FOR SOLID WASTE COLLECTION SERVICE BETWEEN PUTNAM COUNTY AND ADVANCED DISPOSAL SERVICES MIDDLE GEORGIA, LLC**

THIS FIFTH AMENDMENT made this 15<sup>th</sup> day of May, 2012, by and between PUTNAM COUNTY, a political subdivision of the state of Georgia, by and through its County Commission, hereinafter referred to as "County" and ADVANCED DISPOSAL SERVICES OF MIDDLE GEORGIA, LLC, acting by and through its duly authorized officers, hereinafter referred to as "Contractor."

WHEREAS, the County and Contractor entered into an exclusive contract for collection, removal, and operation of all Residential Convenience Center Solid Waste Sites generated within the County on June 20, 2006, with an effective date of July 1, 2006, hereinafter referred to as "Agreement;" and

WHEREAS, pursuant to the provisions of the Agreement, the County and Contractor by this Fifth Amendment have agreed to include the County paying all disposal fees on behalf of the City of Eatonton, which is a political subdivision of the state of Georgia inside the County.


NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the County and the Contractor hereby agree to the terms of this Fifth Amendment as follows:

1. Disposal Collection Location  
Contractor shall dispose all waste materials generated from the City of Eatonton into the Eatonton Transfer Station located at 170 Imperial Mill Road, Eatonton, GA 31024 or other Advanced Disposal designated location.
2. Base Rate  
The base rate for disposal for all waste items generated from the City of Eatonton is \$35 per ton.
3. Full Force and Effect  
Except as amended hereby, the Exclusive Agreement and First, Second, Third, and fourth Amendments remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals this 15<sup>th</sup> day of May, 2012


Signed, sealed and delivered in the presence of COUNTY OF PUTNAM

Ginger Moore Witness  
Carolyn Wooten Notary Public  
Carolyn Wooten Notary Public  
Joe Shays Chairman  
Lynn Barber Attest



Signed, sealed and delivered in the presence of ADVANCED DISPOSAL SERVICES MIDDLE GEORGIA, LLC

[Signature] By: [Signature] COO  
[Signature] Attest: [Signature]





### Sixth Amendment to the Exclusive Contract for Solid Waste Collection Service between Putnam County and Advanced Disposal Services, Middle Georgia, LLC

THIS SIXTH AMENDMENT made this 4<sup>th</sup> day of March, 2016, by and between PUTNAM COUNTY, a political subdivision of the State of Georgia, by and through its County Commission, hereinafter referred to as "County" and ADVANCED DISPOSAL SERVICES MIDDLE GEORGIA, LLC, acting by and through its duly authorized officers, hereinafter referred to as "Contractor".

WHEREAS, the County and Contractor entered into an exclusive contract for collection, removal, and operation of all Residential Convenience Center Solid Waste Sites generated within the County on June 20, 2006, with an effective date of July 1, 2006, hereinafter referred to as Agreement"; and

WHEREAS, pursuant to the provisions of the Agreement, the County and Contractor by this Sixth Amendment have agreed to amend the length and compensation to the Contractor

NOW THEREFORE, in consideration of the mutual covenants and the Agreement herein set forth, the County and Contractor hereby agree to the terms of this Sixth Amendment as follows:

1. Accuracy of Recitals The recitals set forth above are true and correct.
2. Term of Contract The term of this amended agreement shall be for a period through December 31, 2021. The County and Contractor can renew the amended term anytime by mutual consent of both parties beyond December 31, 2021.
3. Advanced Disposal will forgo rate increases for calendar years 2016 and 2017.
4. Except as amended hereby, the Exclusive Agreement remains in full force and effect.

Signed, sealed and delivered. In the presence of:  
Putnam County

By: Stephen Husey Commission Chair

Attest: Lynn Barber

Notary Public, Georgia, My Commission Expires: 7-20-2018



Advanced Disposal Services Middle Georgia, LLC

By: [Signature] Regional Vice President

Attest: Steve W. Smith

Notary Public, Georgia, My Commission Expires: 3-15-17

Here is the information we have compiled regarding the litter control program and solid waste collection.

#### Litter control Program:

These numbers only apply to the removal of road side litter. The disposal costs are not included as we take the material collected to the nearest convenience center for disposal. The DOC crew would remove 6 bags of refuse on average where our current crew removes 8 to 10 bags on average.

#### FY 2016 – Inmate detail

\$84,288.16 – This includes DOC contract cost, vehicle operating costs for 1 bus (we had to maintain 2 for the detail and does not include maintenance or repair costs), bags, and safety gear. Inmate detail size varied from 1 to 8 inmates. We never received the full 10 man detail. 4 days a week approximately 5 hours a day

Approximate per hour cost of \$81.05

#### FY2017 – Inmate detail

\$84,288.16 – This includes DOC contract cost, vehicle operating costs for 1 bus (we had to maintain 2 for the detail and does not include maintenance or repair costs), bags, and safety gear. Inmate detail size varied from 1 to 8 inmates. We never received the full 10 man detail. 4 days a week 5 hours a day

Approximate per hour cost \$81.05

#### FY2018 – Litter Control Crew

\$83,279.76 - This includes 2 full time employees, vehicle operating costs for 1 half ton truck and an ATV(with trailer), bags, and safety gear. This crew works 5 days a week 8 hours per day. Approximate per hour cost \$40.03

#### Solid Waste:

I have attached a spreadsheet that includes the projected start up costs and projected annual operating costs. The numbers used for disposal costs are the current monthly costs and those costs would potential increase. This does not include recycling, just collection and disposal. Additionally, it would be at least 18 months to receive any of the equipment listed, potentially 24 months. (this comes from the vendors I spoke with at the recent APWA equipment show).

## Solid Waste Cost Estimate

## Equipment

Type	Quantity	Cost	Total
Knuckle Boom Truck	2	145000	290000
Frontload Garbage Truck	2	250000	500000
Roll Off Trucks	6	145000	870000
Containers	20	5000	100000
1/2 ton Truck	1	25000	25000

## Equipment Operating Costs

Knuckle Boom	2 units	52.26	218000
Frontload Garbage Truck	2 units	55.90	232544
Roll Off Truck	7 units	23.05	335608
1/2 Ton Truck	1 unit	12.30	25584

## Personnel

Crew Leader	1	48712	48712
Drivers	11	43624	479864
Full time attendants	8	38765	310120
Part time attendants	7	17241	120687

Disposal Costs		50000	600000
----------------	--	-------	--------

Total			4156119
-------	--	--	---------

Annual Operation			2371119
------------------	--	--	---------

**Helen Carnes**

---

**From:** Bob Landau [boblandau@bellsouth.net]  
**Sent:** Wednesday, April 26, 2006 11:07 AM  
**To:** Wesley Willis; Billy Webster; Janie Reid  
**Cc:** Helen Carnes; Tony Clack; Christopher Huskins  
**Subject:** SOLID WASTE TASK FORCE - FINAL REPORT AND RECOMMENDATION  
**Follow Up Flag:** Follow up  
**Flag Status:** Red

Commissioners. . . .

Attached is the Task Force's Final Report and recommendation for action by the BOC at our May 5th meeting.

Also attached is an analysis spread sheet comparing each bid to our current cost.

As this contains proprietary information, please do not share it with persons not receiving the Report or on the Task Force.

I'll call you to discuss this.

Regards. . . .

*Bob.*

via fax: Howard McMichael

**SOLID WASTE MANAGEMENT TASK FORCE**  
**FINAL REPORT AND RECOMMENDATION**

To: Putnam County Board of Commissioners  
Date: April 26, 2006

As previously reported to you, the Task Force received three proposals in response to its RFP # 06-45201-001 for Solid Waste Collection and Disposal and Lease of Convenience Centers. As part of its evaluation of the proposals, the Task Force met with each of the three responders for the purpose of clarification and explanation of the proposals.

In order to reach a recommendation to you – the Task Force considered both economic and non-economic factors of each bid and bidder, and to what extent would they meet the needs of our residents, and achieve the goals of improving service delivery at a lower cost than the current county service.

Attached is a spreadsheet comparing each of the bids versus the current service delivery and cost.

The basic premise is that the 16 “green box” locations would be closed, and that the existing 5 Convenience Centers would be expanded to 7 – and be open for 55 hours per week (i.e. 5 days at 11 hours per day).

Following are the highlights of each bid:

**Aardvark:** Would provide curb and back door service.  
Would charge persons putting trash in compactors @ .08 per pound. (No charge for recyclables.) Convenience Centers would be unmanned – residents would pay using dollar bills or credit cards.  
Use of video cameras to monitor activity.  
Would take over inert landfill.

Bottom Line: County completely out of the business. Would save approx \$1.3 million per year (plus cost of new trucks, etc.), which would allow BOC to reduce millage rate by that amount. In effect – a “transfer pricing” result.

**AWS:** Would provide curb and back door service.  
Would charge County for manning/running the Convenience Centers and hauling the trash to a disposal site, plus cost of disposal.  
Would man/run the inert landfill and pay us 20% of revenue.

Bottom line: County reduces expense by approx \$300K per year. (plus cost of new trucks, etc.)



**SINCLAIR:** Would provide curb service.  
Would charge County for manning/running the Convenience Centers and hauling the trash to a disposal site, plus cost of disposal.  
Would not run inert landfill.

Bottom line: County reduces expense by approx \$146K per year. (plus cost of new trucks, etc.)

**RECOMMENDATION:** The Task Force recommends the County award a three year contract (per the RFP) to AWS.

Respectively submitted:

*Rosie Dennis          Robbie Howell          Bob Landau          Sue Ellen Lane*  
*Dennis McWhorter   Michael Sherman      Vanna Wood*

cc: County Manager, County Clerk, County Attorney

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PUTNAM COUNTY - SOLID WASTE MANAGEMENT TASK FORCE  
Bid Proposal Comparison

Description	PUTNAM COUNTY	AARDVARK	ATTAWAY WASTE SVCS(3)	SINCLAIR DISPOSAL (3)
CURBSIDE PICKUP	N/A	\$14.00 per month	\$13.20 per month	\$9.63 per month
BACKDOOR PICKUP (HC)		\$14.00 per month	\$13.20 per month	-
BACKDOOR PICKUP		\$28.00 per month	\$23.00 per month	-
CHARGE @ CONV. CENTERS	None	\$0.08 per pound/\$1 min.	None	None
CONV. CTR. OP.(1)(2)	\$539,000	(\$8,400)		\$226,452.00
DISPOSAL COST			\$342,000.00	
HAULING COST				
COMBINED HAUL AND DISPOSAL	\$746,700.00			\$913,276.00
COMBINED CONV. CTR. OP. & HAUL			\$692,228.00	
INERT LANDFILL (55K cost less 20K rev)	\$35,000.00	Will take over operation	(\$4,000.00) Will pay PC 20% of revenue.	\$35,000.00 No interest in landfill
TOTAL COST	\$1,320,700.00	(\$8,400.00)	\$1,030,228.00	\$1,174,728.00
PROJ. SAVINGS		\$1,329,100.00	\$290,472.00	\$145,972.00

- NOTES: 1) County cost to operate 7 convenience Centers is based on a cost of \$385,000 to operate 5 centers  
2) Aardvark will pay the County \$100 per month per Convenience Center site (7x100x12=8400)  
3) Advanced and SDS's proposals shown are for the County to pay for them to operate, haul, and dispose of materials at the 7 Centers.

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4/26/2006



**Advanced Disposal**

ADVANCED DISPOSAL  
DBA: ATTAWAY WASTE SERVICES - SC  
154 DUNDEE DR.  
MILLEDGEVILLE GA 31061

Pay By Phone: 1-877-720-1583  
Phone PIN: [REDACTED]

Advanced Disposal's operating locations are faced with extensive oversight and compliance demands along with internal and external initiatives designed to improve the safety, efficiency, and management of our sites and employees. As a result, your next invoice may include a Compliance and Business Impact Charge. Please visit our website [www.AdvancedDisposal.com](http://www.AdvancedDisposal.com) to learn more about how this charge will allow us to continue to provide service at the highest levels of environmental responsibility and stewardship that you have come to expect.

Should you have any questions about charges, please see the back of this invoice, call your service representative or go to [www.AdvancedDisposal.com](http://www.AdvancedDisposal.com).

**RETURN SERVICE REQUESTED**

000948 000001476



<b>Account Information</b>	
Account Number	[REDACTED]
Site Number	[REDACTED]
Invoice Date	June 30, 2018
Invoice Number	[REDACTED]

<b>Account Summary</b>	
Previous Balance	\$77.96
Payments/Adjustments	-\$75.00
Current Invoice Amount	\$77.96

<b>Amount Due</b>	<b>\$80.92</b>
<b>Due Date</b>	<b>Upon Receipt</b>

<b>Invoice Breakdown</b>	
Current	\$77.96
30 days - past due	\$0.00
60 days - past due	\$0.00
90 days - past due	\$2.96

It's easy being Green... sign up for ebill and auto pay at <http://www.AdvancedDisposal.com/billpay>

**Contact Us**  
(478) 453-4435  
MilledgevilleGA@AdvancedDisposal.com

Please contact our office regarding this past due account.

<b>Previous Balance</b>		<b>\$77.96</b>
04/20/18	LOCKBOX AUTOMATED	-\$75.00
<b>Payments and Adjustments</b>		<b>-\$75.00</b>

Date	Description	Reference	Qty	Unit Price	Amount
<b>1.00 - 0.50GA:RESIDENTIAL TRASH (001)</b>					
06/30/18	TRASH DRIVE UP SERVICE:		3.00	25.00	75.00
	07/01/18-09/30/18				
	<b>SITE TOTAL</b>				<b>75.00</b>
06/30/18	COMPLIANCE AND BUSINESS IMPACT CHARGE	SC158291	1.00	2.96	2.96

<b>Current Charges</b>	<b>\$77.96</b>
<b>Amount Due</b>	<b>\$80.92</b>



ADVANCED DISPOSAL  
DBA: ATTAWAY WASTE SERVICES - SC  
154 DUNDEE DR.  
MILLEDGEVILLE GA 31061

Pay By Phone: 1-877-720-1583  
Phone PIN: [REDACTED]

Advanced Disposal is a company bringing fresh ideas and solutions to a clean environment. How can we further help your business or home become greener and cleaner? Visit us at [www.AdvancedDisposal.com](http://www.AdvancedDisposal.com).  
  
Should you have questions about charges, please see the back of this invoice, call your service representative or go to [www.AdvancedDisposal.com](http://www.AdvancedDisposal.com).  
  
Thank you for your business!

RETURN SERVICE REQUESTED

000893 000001447



<b>Account Information</b>	
Account Number	[REDACTED]
Site Number	[REDACTED]
Invoice Date	December 31, 2018
Invoice Number	[REDACTED]
<b>Account Summary</b>	
Previous Balance	\$80.93
Payments/Adjustments	-\$80.93
Current Invoice Amount	\$104.31
<b>Amount Due</b>	<b>\$104.31</b>
<b>Due Date</b>	<b>Upon Receipt</b>
<b>Invoice Breakdown</b>	
Current	\$104.31
30 days - past due	\$0.00
60 days - past due	\$0.00
90 days - past due	\$0.00
It's easy being Green... sign up for ebill and auto pay at <a href="http://www.AdvancedDisposal.com/Billpay">http://www.AdvancedDisposal.com/Billpay</a>	
<b>Contact Us</b>	
(478) 453-4435	
MilledgevilleGA@AdvancedDisposal.com	

Previous Balance		\$80.93
10/19/18 LOCKBOX AUTOMATED		-\$80.93
<b>Payments and Adjustments</b>		<b>-\$80.93</b>

Date	Description	Reference	Qty	Unit Price	Amount
1.00 - 0.50GA:RESIDENTIAL TRASH(001)					
12/31/18	TRASH DRIVE UP SERVICE:		3.00	30.00	90.00
	01/01/19-03/31/19				
	Fuel Fee - RES Qtrly.		90.00		7.20
	<b>SITE TOTAL</b>				<b>97.20</b>
12/31/18	COMPLIANCE AND BUSINESS IMPACT CHARGE	SC182215	1.00	7.11	7.11
<b>Current Charges</b>					<b>\$104.31</b>
<b>Amount Due</b>					<b>\$104.31</b>

