

RESOLUTION 2006-24

WHEREAS, the Georgia Comprehensive Solid Waste Management Act of 1990 requires each local government to periodically update a solid waste management plan; and

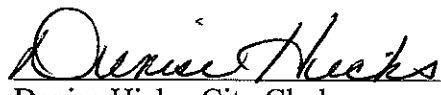
WHEREAS, the ten year update for the City of Stone Mountain must be adopted by October 31, 2006 in order to comply with State law; and

WHEREAS, the City of Stone Mountain has compiled, reviewed, modified and finalized a document in compliance with the guidelines provided by the State of Georgia's Minimum Planning Standards and Procedures for Solid Waste Management;

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Stone Mountain, Georgia, this 5th day of September, 2006, that the draft document entitled *City of Stone Mountain, Georgia Solid Waste Management Plan* dated September 5, 2006 be submitted to the Atlanta Regional Commission for review and comment.

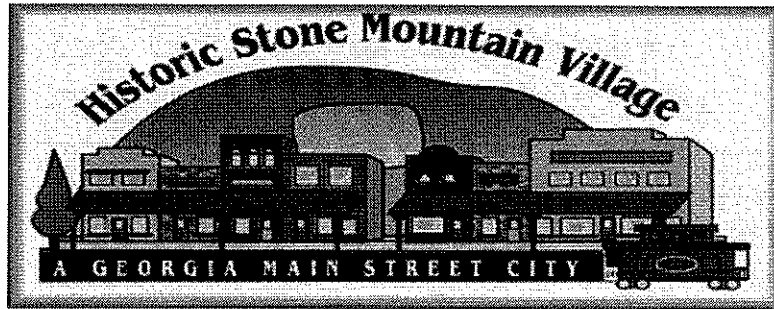


Gary Peet, Mayor



Denise Hicks, City Clerk

City of Stone Mountain, Georgia Solid Waste Management Plan



DRAFT APPROVED SEPTEMBER 5, 2006

City of Stone Mountain, Georgia Solid Waste Management Plan

**Office of the Mayor
922 Main Street
Stone Mountain, GA 30083
770-498-8984**

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Introduction

PURPOSE

The Comprehensive Solid Waste Management Act of 1990 requires each local government in Georgia to develop independently, or be included in, a comprehensive solid waste management plan. The purpose of the Stone Mountain Solid Waste Management Plan is to provide local officials with a long range "blueprint" regarding solid waste management. The plan represents the city's participation in and contribution to the state solid waste management strategy set forth by the Comprehensive Solid Waste Management Act of 1990 and the *Georgia Solid Waste Management Plan*.

PLANNING PROCESS

The City of Stone Mountain Solid Waste Management Plan was prepared using the basic three step planning process required by the Minimum Planning Standards and Procedures for Solid Waste Management:

1. Inventory and Assessment
2. Statement of Needs and Goals
3. Implementation Strategy

This basic planning process was applied to each of the required plan elements as illustrated in Figure 1.

PUBLIC PARTICIPATION

In accordance with the Minimum Planning Standards and Procedures for Solid Waste Management, a hearing was held on June 20, 2006 to inform the public about the purpose of the Solid Waste Management Plan, the process for preparation of the plan and to elicit community input on needs and goals for solid waste management. A record of public hearings is shown in Appendix I.

A draft of the Solid Waste Management Plan for the City of Stone Mountain (SWMP) was presented at the public hearing held on July 24, 2006.

POPULATION

According to the U.S. Bureau of the Census, the population of the City of Stone Mountain grew dramatically from 1970 to 2000. However, the Atlanta Regional Commission (ARC) estimates a slight decline in population over the last five years:

<u>Year</u>	<u>Population</u>	<u>Percentage Increase/(Decrease)</u>
1970	1,899	
1980	4,867	156.3
1990	6,494	33.4
2000	7,145	10.0
2005	6,873	(3.8) ¹

¹ <http://www.atlantaregional.com/cps/rde/xbcr/SID-3F57FEE7-2B388756/arc/DEKALBCITYPOP.XLS>

FIGURE 1
SOLID WASTE MANAGEMENT PLANNING PROCESS

BASIC ELEMENTS OF A SOLID WASTE PLAN	BASIC QUESTIONS		
	INVENTORY AND ASSESSMENT What do you have in your community?	STATEMENT OF NEEDS AND GOALS What do you need to meet required reductions and projected solid waste needs?	IMPLEMENTATION STRATEGY How are you going to get there?
Amount of Waste			
Collection			
Waste Reduction			
Disposal			
Land Limitations			
Education and Public Involvement			
Finance and Implementation			

The Community Assessment report² filed in preparation for the Comprehensive Plan for the City of Stone Mountain utilized the Department of Community Affairs Planbuilder to project future population growth:

<u>Year</u>	<u>Population</u>	<u>Projected Percentage Increase/(Decrease)</u>
2000	7,145	
2005	7,715	8.0
2010	8,284	7.4
2015	8,854	6.9

“Unlike most of the Atlanta Region, the City of Stone Mountain is not growing at an exceptionally fast rate; between 1990 and 2000 the City of Stone Mountain grew by 10%, compared to a 22% growth rate in DeKalb County.”²

Relying upon available data, the SWMP for the City of Stone Mountain will be based upon a population in 2015 of approximately 9,000.

Inventory and Assessment

AMOUNT OF WASTE

Table 1 presents waste amounts by source for the period 1996 through 2005. Residential garbage amounts are reported monthly to the city by the city’s private collector. Residential inert waste and yard waste were measured by the net weight receipts from Roger’s Lake Landfill. The city estimates that forty percent (40%) of the waste hauled to Roger’s Lake Landfill is yard waste and sixty percent (60%) is inert household debris.

² Community Assessment Report, Robert and Company, Rev. July 2005, page 17

TABLE 1
CITY OF STONE MOUNTAIN
WASTE AMOUNTS

Year	Residential Garbage Tons	Residential Inert Tons	Commercial Tons	Yard Waste Tons	Total Tons
1996 ¹	1,366.52		292.96		
1997 ²	1,367.79		295.92		
1998	1,402.25				
1999	2,124.34				
2000 ³					
2001 ⁴	2,713.64				
2002 ⁵	2,126.76				
2003	2,753.98				
2004	1,578.44				
2005	1,601.32	1,143.34	346.64	762.22	5,858.52
Note 1	Extrapolation from last seven months data for residential and commercial				
Note 2	Extrapolation from first seven months data for commercial				
Note 3	No data available for 2000				
Note 4	Extrapolated from first ten months of data for residential and commercial				
Note 5	Extrapolated from last six months of data for residential and commercial				

COLLECTION

The City of Stone Mountain contracts with Allied Waste (formerly BFI) for residential garbage collection services. There are 1,834 single family residential users. The current contract will automatically renew for one year unless the city notifies Allied Waste by November 30, 2006 to terminate the contract. The City of Stone Mountain intends to release a request for proposal (RFP) for solid waste collection and disposal services instead of automatic renewal. The RFP will be drafted to require bidders to comply with all the requirements of the Georgia Comprehensive Solid Waste Management Act (O.C.G.A. §12-8-20 *et seq.*), including collection and disposal capacity for the planning period.

The city adopted a schedule for Tuesday collection of residential garbage and recyclables in 2002, replacing the schedule that had collection trucks on the streets four days out of the week. This change has significantly improved the visual appearance of the city.

The City of Stone Mountain contracts with Allied Waste (formerly BFI) for commercial garbage collection services. There are 85 front loading dumpster accounts. A spreadsheet listing users, locations, dumpster sizes and frequency of collection is shown in Appendix II.

A copy of the current contract between the city and Allied Waste is shown in Appendix III.

The City of Stone Mountain provides collection services for residential yard waste and inert materials on a weekly route schedule. The city operates a two man crew with a dump truck with a gross vehicle weight of 26,000 pounds. These collections are transported directly to the Rogers Lake Landfill. The city also collects the waste deposited in city receptacles in the downtown district and city parks and disposes of the waste in commercial dumpsters on the city's account.

The City of Stone Mountain provides a used appliance collection service for single family residences and duplexes on Friday of each week. The city stores the appliances at the Public Works facility. Each Monday the appliances are taken to a scrap metal company.

WASTE REDUCTION

The City of Stone Mountain contracts with Allied Waste (formerly BFI) for residential recycling services. There are 1,834 single family residential users. Each single family residence and duplex is given a recycling bin. Plastic 1 and 2, glass, aluminum, and paper are co-mingled for pickup on a weekly basis. Appendix IV contains a copy of the informational brochure that details materials allowed and disallowed for recycling. Appendix V shows the collections of recyclables for the period 1996-2005.

The City of Stone Mountain provides a used tire collection service for used and abandoned tires. This service was initiated in 2004. The city stores the tires at the Public Works facility and transports them monthly to Kaufman Tire. National Tire Recycling collects the tires from Kaufman Tire and converts the tires into various products such as landscape mulch. Tire volumes range from thirty to fifty tires per quarter. A letter from Kaufman Tire can be found in Appendix VI.

DISPOSAL

No municipal solid waste landfills are located in Stone Mountain. Allied Waste disposes of the majority of Stone Mountain's residential and commercial solid waste at its sanitary landfill in DeKalb County. Allied waste plans to shift disposal of waste collected in the city to its sanitary landfill in Gwinnett County in the next two years. A statement of capacity from Allied Waste is found in Appendix VII.

Yard waste and inert household debris collected by the City of Stone Mountain is disposed at Rogers Lake Landfill in DeKalb County. Occasionally the city disposes of its collections at the Seminole Landfill in DeKalb County due to collections that require disposal in a sanitary landfill.

XYZ disposes of appliances at xxx.

The following facilities are used by the City of Stone Mountain and its vendors:

Hickory Ridge Landfill	3330 Moreland Ave.	Conley	GA	30027
Rogers Lake Landfill	1851 Rogers Lake Rd.	Lithonia	GA	30058
Seminole Landfill	4203 Clevement Rd.	Ellenwood	GA	30294

LAND LIMITATIONS

The City of Stone Mountain has no land suitable for solid waste handling facilities.

EDUCATION AND PUBLIC INVOLVEMENT

The public education efforts by the City of Stone Mountain include articles published in the quarterly newsletter and on the City's web site www.stonemountaincity.org. The city participates in clean and beautiful activities each April.

Goals and Strategies

The following goal statements represent the future direction for the City of Stone Mountain in addressing solid waste management. A series of strategy statements is identified under each goal. The strategy statements address more specific issues and suggest courses of action for dealing with these issues. Accompanying each strategy statement is a narrative which further explains the strategy and, in some instances, provides examples.

AMOUNT OF WASTE

Goal I: OBTAIN ACCURATE DATA OF THE AMOUNT AND COMPOSITION OF SOLID WASTE GENERATED WITHIN THE CITY

Strategy I-1: Require contractors to define the methodology used to measure the amount of solid waste collected.

The wide variability in the amounts of collected waste reported by the city's contractor over the past ten years suggests that improvements are necessary. A written methodology will allow the city to determine if the measurement is valid and provide the means for testing reliability.

Strategy I-2: Annually publicize the actual cost of providing solid waste management services.

In accordance with the Comprehensive Solid Waste Management Act, the City of Stone Mountain will continue to annually disclose full costs incurred in the provision of solid waste management services.

Strategy I-3: Maintain accurate records of the amount of material collected for recycling on an annual basis.

Data on the amount of recyclable material collected will be used to measure the success of local programs and for general planning purposes.

COLLECTION

Goal II: PROVIDE AN EFFICIENT AND EFFECTIVE COLLECTION SYSTEM FOR SOLID WASTE AND RECYCLABLE MATERIALS WITHIN THE CITY OF STONE MOUNTAIN.

Strategy II-1: Continue existing collection practices and make modifications as necessary to support local waste reduction and recycling efforts.

The City of Stone Mountain will continue to contract with private vendors for curbside collection service. The city intends to release a request for proposal (RFP) for solid waste collection and disposal services in 2006. The RFP will be drafted to require bidders to comply with all the requirements of the Georgia Comprehensive Solid Waste Management Act (O.C.G.A. §12-8-20 *et seq.*), including collection and disposal capacity for the planning period.

Strategy II-2: Adopt a new solid waste management ordinance to clarify the services provided directly by the city over and above the weekly residential garbage collection and commercial collections provided by private contractors. A new ordinance should also clarify the regulations for the preparation of solid waste for collection by the city and private contractors.

WASTE REDUCTION

GOAL III: TO REDUCE THE PER CAPITA AMOUNT OF SOLID WASTE

Strategy III-1: Add recycling services for commercial properties within the city.

Currently the city collects recyclables from residential customers only through a private contractor. Adding commercial properties, including apartment buildings, would reduce the amount of solid waste being disposed in the landfills.

Strategy III-2: Increase participation in the residential recycling program.

Although all residential properties pay for recycling services, participation rates remain low. The city should remove the educational component of recycling from the responsibility of the private contractor and implement an in-house program.

Strategy III-3: Reduce the amount of yard waste disposed in landfills used by the city.

The city's chipping program has declined due to the lack of interest by individuals for acquiring wood chips for home landscaping and gardening. A dog park and greenspace trails have been identified in the comprehensive plan as suitable locations for the use of wood chips and mulch.

Strategy III-4: Install a commercial compactor to serve the downtown business district.

DISPOSAL

GOAL IV: TO ENSURE THAT SOLID WASTE TREATMENT AND DISPOSAL FACILITIES SERVING THE CITY OF STONE MOUNTAIN MEET REGULATORY REQUIREMENTS AND ARE IN PLACE WHEN NEEDED TO SUPPORT EFFECTIVE SOLID WASTE HANDLING PROGRAMS TODAY AND FOR THE SUBSEQUENT TEN YEAR PERIOD.

Strategy IV-1: Continue existing disposal practices for the duration of the planning period.

The City of Stone Mountain will continue to contract with privately operated disposal facilities for the duration of the planning period. Documentation regarding disposal capacity is included in Appendix VIII.

LAND LIMITATIONS

GOAL V: TO ENSURE THAT PROPOSED SOLID WASTE HANDLING FACILITIES ARE SITES IN AREA SUITABLE FOR SUCH DEVELOPMENTS, ARE COMPATIBLE WITH SURROUNDING USES AND ARE NOT CONSIDERED FOR LOCATION IN AREAS WHICH HAVE BEEN IDENTIFIED BY LOCAL OFFICIALS AS HAVING ENVIRONMENTAL OR OTHER LAND USE LIMITATIONS.

Strategy V-1: Continue exiting land use policies and property maintenance ordinances

EDUCATION AND PUBLIC INVOLVEMENT

GOAL VI: TO HELP THE RESIDENTS OF STONE MOUNTAIN TO ACHIEVE AN AWARENESS AND UNDERSTANDING OF THE SOCIAL AND ENVIRONMENTAL ISSUES, PROBLEMS, CONCERNS, AND NEEDS ASSOCIATED WITH SOLID WASTE MANAGEMENT, ESPECIALLY IN TERMS OF LITTERING, WASTE REDUCTION, RECYCLING, DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE, RECYCLING, COMPOSTING, PROCESSING, ENERGY RECOVERY, AND TO INCREASE SUPPORT FOR EFFECTIVE SOLID WASTE MANAGEMENT.

Strategy VI-1: Establish a local Clean and Beautiful organization to coordinate community clean up activities.

Strategy VI-2: Include information in each quarterly newsletter promoting the objectives of Goal VI.

Strategy VI-3: Include information on the city's official website promoting the objectives of Goal VI.

Strategy VI-4: Implement a training program for the Code Compliance Officer for litter control and prevention.

FUTURE FINANCING OF STRATEGIES

A copy of the 2005 audit is included in Appendix IX comparing revenues, expense and changes in net assets from the prior year. Fees are adjusted annually to cover the costs of solid waste management. A copy of the current ordinance setting fees is shown in Appendix X. Rate increases for the past eight years are shown in Appendix XI.

A summary of Appendix IX is as follows:

Total Operating Revenue	\$ 465,341.00
Total Operating Expense	418,498.00
Operating Income	\$ 46,843.00

Net assets increased \$16,344.00 to \$45,838.00.

Management has summed line items to provide the following analysis of revenues and expense for each planning component.

COLLECTION

Stone Mountain will continue financing solid waste collection through the assessment of user fees. Fee schedules will be closely monitored to ensure that fees adequately cover operational costs. The cost for collection of residential waste and commercial waste (dumpsters) includes disposal.

2005 EXPENSE AMOUNT	SERVICE DESCRIPTION
\$141,516.00	Allied Waste Residential Collection & Disposal
89,572.00	Allied Waste Commercial Collection & Disposal
82,509.00	City Yard & Household Waste Collection
\$313,597.00	Total

DISPOSAL

The cost for collection of residential waste and commercial waste (dumpsters) includes disposal. The full cost for disposal of city collections of yard waste and household waste was \$60,752.00 in 2005.

WASTE REDUCTION

The city's curbside recycling program is financed through the assessment of user fees. The full cost for the service was \$45,190.00 in 2005.

EDUCATION/PUBLIC INVOLVEMNT

The planned public education efforts will be financed through a combination of user fees, private donations and general fund allocations.

Cost Projections

Increases in gas prices are expected to rise faster than the overall CPI during the ten year planning period. Increase in gas prices are expected to lead to higher costs for contracts for collection services for residential and commercial solid waste. Direct labor costs and expenses for city services are expected to rise at the same rate as CPI.

Modest increases have been made in user fees over the past four years to keep pace with costs. This policy is expected to continue.

APPENDIX

Gary Peet

From: Gary Peet [mayor@stonemountaincity.org]
Sent: Monday, May 22, 2006 4:28 PM
To: 'Denise Hicks'; 'Jim Tavenner'
Subject: Solid Waste Management Plan

Denise,

Please post a notice for a public hearing on June 20, 2006 at the annex at 7:00 PM. The hearing will be held to inform the public about the purpose of the Solid Waste Management Plan, the process to be followed in the preparation of the plan, and to elicit community input on needs and goals for solid waste management.

At least one additional hearing must be held no sooner than thirty days after the initial public hearing and prior to the approval of the draft plan to be submitted for review by the Atlanta Regional Commission. The draft must be available to the public at the time of the announcement of the second public hearing. I anticipate the draft will be available by June 30, 2006. Therefore, the second public hearing should be scheduled for July 24, 2006 at 7:00 PM at City Hall and the draft placed on the agenda at the August 1, 2006 regular meeting of the Mayor and City Council.

Mayor Peet

8/10/2006

330-155279 6/1VJ
PUBLIC NOTICE
Hyoungh Joon Kim, Licensee, has

applied for a retail liquor license for HJK, Liquor. Owned by HJK Group, Inc. Located at 189-B North

ern Ave. Avondale Estate, GA
30002

330-1552/2 6/17VJ
PUBLIC NOTICE
An Application has been filed for

a Beer, and Wine Retail Dealer License for Avondale Packaging Store 189 Northern Ave. Avondale

The owner is HJK Group, Inc.
180-A Northern Ave. Norwalk, CT
06854-3002.

103-A NOLDELLI AVE. AMUJDATE ES
tate, GA 30002
330-155262 6/1 6/8VJ

PUBLIC NOTICE
The Development Authority of
DeKalb County, Georgia, will hold the

DeKalb County will hold its monthly meeting on Tuesday, June 13th at 7:30 a.m. at the Office of Economic

Development, 150 E. Ponce de
Leon Ave. #400, Decatur, GA
30030.

330-155261 6/11p
PUBLIC NOTICE

**TO VERY LOW INCOME
FAMILIES APPLICATION
FOR PUBLIC HOUSING**

The Housing Authority of the City of Lithonia Georgia will be accepting applications for the following:

Public Housing Program starting June 6, 2006 at 9:00 A.M. and ending

ing on June 8, 2006 at 4:00 P.M. Application will be given for one, two, three, four and five bed

rooms. Applicants must be 18 years or older to apply. All applicants must apply in person and

carries must apply in person and present a picture ID. No messages will be accepted via voice mail, elec-

Applications are accepted without regard to Race, Color, Religion,

Sex, Handicap, Familial Status, or National Origin. The names of eligible (very low-income) families are

elderly (62 years or older), handicapped, or disabled persons are

placed on the Public Housing Waiting List, in accordance with the Federal Rule for assistance in the fu-

The Lithonia Housing Authority's Public Housing Office is located at

6878 Max Cleland Boulevard, Lithonia, Georgia 30058. Occupants

~~Voucher Program or other assisted~~

APPENDIX II
CITY OF STONE MOUNTAIN
DUMPSTER CAPACITY
DECEMBER 31, 2005

Customer Name	Site #	Address	Monthly Fee	Yds ³	Gal	Days	#Wk	Total Yds ³
Abacus Property Mgmt/Stoncliff Townhomes	114	5471 E. Mountain Street	\$ 168.00	6		M-TH	2	624
Above All Carpet Care	232	845 Main Street	\$ 112.00	8		W	1	416
Ark Realty, Inc.	142	739 Main Street	\$ 28.00	2		W	1	104
ART Station	159	5384 Manor Drive	\$ 84.00	6		W	1	312
Atlanta Metro Way Of The Cross Church	244	781 Main Street	\$ 28.00	2		M	1	104
B & M Management/The Lakes (11)	109	5100 W. Mountain Street	\$ 2,464.00	8		M-TH	2	9152
Brickhouse Enterprises, Inc.	246	5434 Rockbridge Road	\$ 28.00	2		TU	1	104
Bride Temple	221	787 Stillhouse Road	\$ 56.00	4		W	1	208
Brownlee Automotive	210	6573 JBR Dr.	\$ 56.00	4		TH	1	208
Butscher, John/Sexton Homeowners	139	1012 Sexton Drive	\$ 56.00	4		W	1	208
Childtime Childcare, Inc.	107	501 Ridge Avenue	\$ 112.00	4		M-TH	2	416
Christ Community Church	224	1028 Second Street	\$ 28.00		95	M	1	1
City of Stone Mountain	101	922 Main Street			95	TU	1	1
Continental Park Café	170	941A Main Street	\$ 56.00	4		W	1	208
Davis Auto Paint & Body Shop	213	751 Main Street	\$ 56.00	2		W	1	104
Deemer Davidson Rental Partners	147	5380 E. Mountain Street	\$ 56.00	4		W	1	208
Ebenezer Baptist Church	160	5486 Stillhouse Road	\$ 28.00	2		W	1	104
Ellis Property Group/Village Parke	135	913 Main Street	\$ 56.00	4		W	1	208
Fine Arts Signs	128	811 Main Street	\$ 112.00	8		W	1	416
Flower Boutique, Inc.	182	1048 Main Street	\$ 28.00	2		W	1	104
For Eternity Christian Church	223	749 Main Street	\$ 28.00	2		W	1	104
Freestyle, Inc.	211	6584 JBR Dr.	\$ 42.00	4		TU	1	208
Gables Academy	184	811 Gordon Street	\$ 56.00	4		TH	1	208
Ghost Hill Campground	132	1295 Tuggle Drive	\$ 84.00	6		W	1	312
Hair Gallery	249	1010 Main Street	\$ 28.00	2		M	1	104
Hurt, Joseph Studio	137	767 Main Street	\$ 56.00	4		W	1	208
Interiors By Decorating Den	212	917 Main Street	\$ 56.00	4		W	1	208
Jackson's Corner	169	945 Main Street	\$ 28.00	2		W	1	104
JBL Properties	146	689 Main Street	\$ 84.00	6		W	1	312
John Butler/VFW Post	131	Gordon Street	\$ 42.00	4		F	1	208
Leila Mason Park	127	Stillhouse Road		8		M-F	2	832
Lenkerd, Charles/Stone Mtn Properties	143	1090 Third Street	\$ 56.00	4		W	1	208
Magnolia Tea Room	155	5459 E. Mountain Street	\$ 84.00	6		M	1	312
Main Street Veterinarians	167	868 Main Street	\$ 28.00	2		W	1	104
Majestic Enterprises	206	1120-1128 Sexton Drive	\$ 28.00	2		W	1	104
McCurdy Park	153	W. Mountain Street		4		F	1	208
McCurdy/VFW Park	124	W. Mountain Street		8		F	1	416

APPENDIX II

Property Address	121	723 Ridge Avenue	8	F	1	416
Medlock Park	121	723 Ridge Avenue				
Memorial Drive Car Wash	156	6700 JBR Dr.	\$ 28.00	TH	1	104
Mike's Body Shop	209	6610C JBR Dr.	\$ 56.00	F	1	208
Mountain Springs Apartments (1)	110	854 Sheppard Road	\$ 672.00	M-W-F	3	624
Mountain Springs Apartments (2)	110	854 Sheppard Road		M-W-F	3	1872
New Vision Ministries	236	5363 Manor Drive	\$ 28.00	M	1	104
Old Depot Village	220	1136 Third Street	\$ 112.00	W	1	416
Olde Town Apartments	154	1071 Fourth Street	\$ 56.00	M-TH	2	208
Pots & Pans	234	978A Main Street	\$ 28.00	M	1	104
Rainbow Decorating Center	158	801 Main Street	\$ 84.00	W	1	312
Remember When Collectibles	141	6570 JBR Dr.	\$ 56.00	W	1	208
Rock Gym	125	Ridge & Mimosa		W	1	208
Side By Side Clubhouse	201	1001 Main Street	\$ 28.00	TH	1	104
Smith's Studio of Photography	174	5406 E. Mountain Street	\$ 56.00	M-TH	2	208
Southern Oaks Apartments (3)	111	5159 W. Mountain Street	\$ 504.00	M-TH	2	1872
Southern Oaks Too Apartments (3)	108	5135 W. Mountain Street	\$ 336.00	M-TH	2	832
St. Michael's Episcopal Church	130	6740 JBR Dr.	\$ 56.00	W	1	208
St. Mtn. Colonial Park Apartments (2)	116	968 Sexton Drive	\$ 112.00	W	1	416
Stone Mountain Body Shop	208	6565 JBR Dr.	\$ 84.00	M	1	312
Stone Mountain Car Wash	151	890 Main Street	\$ 28.00	W	1	104
Stone Mountain First Baptist Church	126	5306 Mimosa Drive	\$ 84.00	W	1	208
Stone Mountain First Baptist Pavillion	180	5323 Manor Drive		W	1	104
Stone Mountain General Store	113	935 Main Street	\$ 56.00	W	1	208
Stone Mountain Lasers, Inc.	171	5387 Manor Drive	\$ 56.00	W	1	208
Stone Mountain Texaco	149	5368 E. Mountain Street	\$ 42.00	W	1	156
Stone Mountain Townhomes (1)	115	1150 Rankin Street	\$ 1,596.00	M-W-F	3	936
Stone Mountain Townhomes (4)	115	1150 Rankin Street		M-W-F	3	4992
Stone Mountain United Methodist Church	105	5312 W. Mountain Street	\$ 56.00	TH	1	208
Stones	237	951A Main Street	\$ 28.00	W	1	104
Tabatabai, Dr. Jafar	168	1039 Third Street	\$ 56.00	W	1	208
Texaco Food Mart #15	106	6201A E. Ponce de Leon Ave.	\$ 168.00	M-TH	2	624
The Basket Bakery, Inc.	102	6655 Memorial Drive	\$ 224.00	M-F	2	832
The Sycamore Grill	183	5329 Mimosa Drive	\$ 84.00	M-W-F	3	312
Trinity Investment Enterprises/Rockbridge Plaza	245	5444 Rockbridge Road	\$ 336.00	M-W-F	3	1248
United States Post Office #326	117	5181 W. Mountain Street	\$ 420.00	M-T-W-T-F	5	1560
VFW Post	225	800 VFW Drive	\$ 42.00	W	1	208
Village Associates	133	1000 Main Street	\$ 56.00	W	1	208
Village Automotive	176	1102 Second Street	\$ 42.00	W	1	156
Village Flea Market	103	791 Main Street	\$ 84.00	W	1	312

APPENDIX II
CITY OF STONE MOUNTAIN
DUMPSTER CAPACITY
DECEMBER 31, 2005

Village Food Mart	247	6670 JBR Drive, Ste 100	\$	28.00	2	M	1	104
Village Upholstery	140	981 Main Street	\$	28.00	2	TU	1	104
VisionTech Computers	(2)	925 Main Street, Suite 100	\$	42.00		95 TU	1	1
Wages Funeral Home	164	1040 Main Street	\$	56.00	4	W	1	208
Weeyums Philly Style	200	900 Main Street	\$	56.00	4	W	1	208
Wells Cargo Café	145	953 Main Street	\$	84.00	6	TU	1	312
Westgate Properties, Inc.	119	1054 Main Street	\$	224.00	8	M-F	2	832
Total dumpster capacity in yd³								
Estd. average load at 40% of capacity in yd³								40,771
Estd. weight/yd³(42.51 lbs/yd³.)								16,309
Estd. Tons of commercial waste								693,275
								346.64
Percentage of commercial waste to total								17.79

APPENDIX III

Contract for Solid Waste Services Allied Waste/BFI and The City of Stone Mountain

**Consent by The City of Stone Mountain to Partial Assignment
of the Recycling Services and Solid Waste Collection Agreement**

The City of Stone Mountain, a city, and BFI Waste Services, LLC, a wholly owned subsidiary of Allied Waste, are parties to a Recycling Services and Solid Waste Collection Agreement, dated as of April 1, 2002 (the "Agreement"). A copy of the Agreement is attached hereto as Exhibit A. The undersigned does hereby consent to the assignment by BFI Waste Services, LLC, to Allied Receivables Funding Incorporated, a Delaware corporation ("ARFI"), and ARFI's subsequent assignment to Wachovia Bank, National Association, of BFI Waste Services, LLC's right to receive payments under the Agreement from The City of Stone Mountain. The consent by the undersigned to the assignment by BFI Waste Services, LLC, of its right to receive payments under the Agreement is conditioned upon BFI Waste Services, LLC, remaining, and BFI Waste Services, LLC, hereby agrees to remain, liable for its obligations under the Agreement. The assignment granted hereby shall be effective from and after

August 5, 2003.

The City of Stone Mountain

By: Gary Reet
Name: Gary Reet
Title: Mayor
Date: 8/5, 2003

BFI Waste Services, LLC.

By: [Signature]
Name: ITAIK PINKO
Title: DISTRICT MANAGER
Date: 7/25/2006, 2003

RECYCLING SERVICES AND SOLID WASTE COLLECTION AGREEMENT

THIS AGREEMENT (the "Agreement") made and entered into as of the 1st day of April, 2002, by and between the **CITY OF STONE MOUNTAIN**, a municipal corporation of the State of Georgia, hereinafter referred to as the "City," and **BFI WASTE SERVICES, LLC**, a Delaware limited liability company duly authorized to do business in the State of Georgia, hereinafter referred to as "BFI."

W I T N E S S E T H:

WHEREAS, the City is desirous of securing the services of BFI to provide (1) residential and commercial collection and disposal of solid waste; and (2) residential and collection of recyclable materials (collectively, the "Collection Services") for and on behalf of the City; and

WHEREAS, BFI desires to provide Collection Services for and on behalf of the City, all on the terms and conditions set forth herein;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

- 1.1 Bags – Plastic sacks designed to store Residential Refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.
- 1.2 Bin – A receptacle made of plastic with a capacity of 18 gallons or less, and used for the purpose of curbside collection of certain Recyclable Materials.
- 1.3 Bulky Waste – Stoves, refrigerators, water tanks, washing machines, furniture and other waste materials constituting Refuse with weights or volumes greater than those allowed for Bags.
- 1.4 Commercial and Industrial Refuse – All Garbage and Rubbish generated by a Producer at a Commercial and Industrial Unit.
- 1.5 Commercial and Industrial Unit – All premises, locations or entities, public or private (including condominium units and multi-family units), requiring Refuse collection within the Service Area using Dumpsters, other than a Residential Unit.
- 1.6 Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations.

- 1.7 Container – Receptacle, provided by the Producer, with a capacity of 33 gallons or less for the purpose of storing Residential Refuse. All Garbage stored in Containers will first be bagged.
- 1.8 Dead Animals – Animals or portions thereof, weighing ten (10) pounds or more, that have expired from any cause, except those slaughtered or killed for human use.
- 1.9 Dumpster – Metal receptacle designed to be lifted and emptied mechanically for use primarily at Commercial and Industrial Units.
- 1.10 Garbage – Every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); excluding (in all cases) any matter included in the definition of Construction Debris, Dead Animals, Hazardous Waste, Yard Waste, Rubbish, Bulky Waste or Stable Matter.
- 1.11 Hazardous Waste – Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Agreement, the term hazardous Waste shall also include batteries, tires, gasoline, paint and paint cans (except empty paint cans) and Bulky Waste containing chlorofluorocarbon refrigerants or freon.
- 1.12 Producer – An occupant of a Residential Unit or Commercial and Industrial Unit who generates Refuse.
- 1.13 Refuse – Collectively, Residential Refuse and Commercial and Industrial Refuse.
- 1.14 Residential Refuse – All Garbage and Rubbish generated by a Producer at a Residential Unit.
- 1.15 Residential Unit – (a) A free-standing structure constructed for use as a residence by a person or group of persons comprising a family or (b) a residential unit within a multi-family structure which contains not more than four (4) such units, and for which curbside service is appropriate.

There are as of the Effective Date approximately 1800 Residential Units within the City.

- 1.16 Residential Recyclable Material(s) – Newsprint; green, brown and clear glass food and beverage bottles and jars; clear plastic milk jugs and clear soft drink beverage bottles; and aluminum and bi-metal cans; provided, however, if BFI's contractor to which such materials are taken indicates that any of the foregoing are not acceptable for recycling due to recycling market conditions for that material, then BFI may eliminate it as a Residential Recyclable Material under this Agreement.
- 1.17 Rubbish – All printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Construction Debris, Garbage, Hazardous Waste, Yard Waste or Stable Matter.
- 1.18 Service Area – The entire geographic area within the City of Stone Mountain.
- 1.19 Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- 1.20 Unit – A Residential Unit or Commercial and Industrial Unit, as the context requires.
- 1.21 Yard Waste – Tree, shrub and brush trimmings; and leaves, grass or other vegetative matter resulting from landscaping maintenance.

2. General Scope of Work.

- 2.1 General – The work ("Work") under this Agreement shall consist of the Collection Services described in Sections 3, 4 and 5 of this Agreement, including all the supervision, materials, equipment, labor and all other items necessary to complete said Work in accordance with this Agreement.
- 2.2 Additional Residential Units – BFI will, within three (3) working days after notification by the City, provide Collection Services of the same frequency and quality otherwise required of BFI to additional Residential Units within the Service Area. As new Residential Units are constructed and occupied in the Service Area, BFI shall, after written notification from the City, provide Collection Services as required by this Agreement.

- 2.3 Additional Commercial and Industrial Units – BFI will, within three (3) working days after notification by the City, provide Collection Services of the same quality otherwise required of BFI to additional Commercial and Industrial Units within the Service Area.
- 2.4 Location of Containers, Bags and Bins for Collection – The term “Curbside” as used in this Agreement refers to that portion of right-of-way adjacent to paved or traveled City roadways (including alleys). Where curbside service is performed, Containers, Bags and Bins 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, Containers, Bags and Bins shall be placed as close as practicable to an access point for the collection vehicle. BFI may decline to collect any Container, Bag or Bin not so placed.
- 2.5 Provision and Replacement of Containers and Bins – Each Residential Unit has been provided by BFI one (1) Bin for the collection of Residential Recyclable Materials. As to any Bins which require replacement during the term hereof, BFI will, as requested by the City, replace in any year of this Agreement, without charge, up to three percent (3%) of the total Bins provided hereunder, provided, however, that BFI shall not be required to replace any Bin which has been damaged as a result of the willful acts of the Producer to whom it is provided. BFI will, through the City billing system, charge the Producer for the replacement of any Bins which are damaged as a result of the willful acts of such Producer. The purchase and replacement of Containers is each Producer's responsibility and expense.

3. Residential Waste Collection Services.

- 3.1 Commencing April 1, 2002 (the “Effective Date”), BFI shall collect and dispose of in a workmanlike manner one (1) time per week Residential Refuse placed in Bags or Containers placed at curbside at each Residential Unit located within the Service Area. BFI shall not collect Yard Waste under this Agreement and may refuse to collect any Residential Refuse containing Yard Waste or any other matter excluded from the definition of Garbage. BFI shall not be required to collect more than the equivalent of six (6) Bags per Residential Unit per week, but may agree to do so at a price and method of collection to be mutually agreed upon between BFI and the Producer. BFI shall endeavor to notify the City of any Producer who habitually sets out Refuse in excess of the above limits.

- 3.2 Containers and Bags shall be placed at curbside, or, as the case may be, backdoor, by 6:30 a.m. on the designated collection day. BFI may decline to collect any Residential Refuse not contained in Containers or Bags.
 - 3.3 BFI will collect certain Bulky Waste materials as requested by the City, at such charges as are listed on Exhibit "A" hereto and incorporated herein by reference. Producers shall be responsible for removing any chlorofluorocarbons ("CFCs") and freon gas from such materials prior to arranging for collection by BFI. A tag from a licensed remover of CFCs shall be prominently displayed on any applicable items prior to collection.
 - 3.4 BFI may perform additional services to Producers upon such terms and at such rates as BFI and the Producer(s) shall agree.
4. **Residential Units** – BFI shall provide curbside collection service for the collection of Residential Recyclable Materials from each Residential Unit within the Service Area one (1) time per week ("Residential Recycling Services"). Bins shall be placed at curbside by 6:30 a.m. on the designated collection day.

It is the intent under this Agreement for BFI to collect certain commingled Residential Recyclable Materials but BFI will not be required to collect Residential Recyclable Materials which are mixed with Refuse, whether or not normally collected by sanitation crews. BFI will notify the City of any such addresses where the residents are so commingling Residential Recyclable Materials and will tag the Bins as being unacceptable for collection.

5. **Commercial Waste Collection Services.**

- 5.1 Commencing on the Effective Date, BFI shall provide solid waste collection and disposal service one or more times per week (at such specific frequency as shall be agreed upon between BFI and the Producer) to Commercial and Industrial Units for Commercial and Industrial Refuse placed in Dumpsters (such services referred to as the "Commercial Waste Collection Services").
- 5.2 BFI shall provide Dumpsters to Commercial and Industrial Units as agreed by BFI and the individual Producers. Dumpsters shall be placed in an accessible, outside location on a hard (i.e., concrete) surface according to individual agreements. Individual Producers shall be responsible for maintaining such surfaces.

6. **Operations.**

- 6.1 **Hours of Operation** – Collection Services shall not start before 6:30 a.m. or continue after 7:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and

BFI (in the case of Residential Recycling Services or Residential Waste Collection Services) or of the Producer and BFI (in the case of Commercial Waste Collection Services), or when it is reasonably determined by BFI that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

Commercial Waste Collection Services shall be performed in such manner as to minimize to the extent possible disruption of nearby residents.

- 6.2 Residential Routes of Collection – Collection routes and schedules within the Service Area shall be established by BFI. BFI has provided the City with a copy of its route map. The map shall be of such size to clearly show all pertinent information. BFI shall submit revised maps to the City at least two (2) weeks in advance of any proposed changes in routes of collection, and shall notify all affected Producers of such changes.

- 6.3 Holidays – The following shall be holidays for purposes of this Agreement:

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

BFI may decide to observe any or all of the above-mentioned holidays by suspension of Collection Service on the holiday, in which case Residential Producers will be serviced on another day during the week in which the holiday occurs.

- 6.4 Complaints – All complaints which are made directly to BFI shall be given prompt and courteous attention. BFI shall endeavor to promptly notify the City of any such complaints which it feels are not warranted and discuss with the City the disposition thereof. In the event BFI fails to collect any Containers, Bags or Bins which are properly set out by the Producer, BFI shall arrange for the collection of the Residential Recyclable Materials or Refuse not collected within 24 hours after the complaint is received.

- 6.5 Collection Equipment – BFI shall provide adequate vehicles in appropriate numbers for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall be painted a uniform color and shall have clearly visible on each side the identity and telephone number of BFI.

- 6.6 Office – BFI shall maintain an office in Lawrenceville, Georgia or such other facilities through which it can be contacted. It shall be equipped with a toll-free telephone line and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays observed by BFI.
- 6.7 Hauling – All Residential Recyclable Materials or Refuse hauled by BFI shall be so contained, tied or enclosed that leaking, spilling or blowing is prevented. BFI shall promptly clean up any spills to the extent caused by BFI in the course of collection services.
- 6.8 Point of Contact – All dealings, contracts, etc., between BFI and the City shall be directed to BFI at 75 Curtis Road, Lawrenceville, Georgia 30245, Attn: James Wintzell, Division Manager and if to the City, to the City Manager, or his/her designee.
- 6.9 Market for Recyclables – All Residential Recyclable Materials collected shall be taken to BFI's contractor for recycling unless market prices drop substantially, or certain recyclable materials are designated by such contractor as having no reasonably economically feasible market or contamination or residue results in unmarketability or loss in value, in which event such materials will be disposed of as Refuse. All revenues from Residential Recyclable Materials shall be retained by BFI.
- 6.10 Disposal – All Refuse collected for disposal by BFI shall be hauled to the Richland Creek Sanitary Landfill or to such other disposal facility as BFI shall determine (the "Disposal Site").

7. Compensation.

- 7.1 Rates -- The City shall pay BFI on a monthly basis amounts calculated as follows:
- A. For Residential Waste Collection Services to Residential Units

\$6.41 X Number of Residential Units serviced
 - B. For Residential Recycling Services:

\$2.00 X Number of Residential Units
 - C. For Commercial Waste Collection Services:
See Exhibit "B" attached hereto and incorporated herein by reference

D. Apartment Recycling- \$23.75 per 95 gallon cart.

Within seven (7) days after request, Producers certified by the City and by a physician as unable, as a result of a physical impairment, to participate in curbside collection shall be provided backdoor service for Refuse and Residential Recyclable Materials at the above residential rates. This service shall be provided at any given time for up to 3% of the total Residential Units within the Service Area.

7.2 Rate Modification.

- 7.2.1 For additional or new Residential Units added during the term hereof, the monthly payment by the City shall be increased by the number of additional Residential Units multiplied by the applicable rate. Such additions to the bill shall be made in the month in which Collection Services to the new or additional Units commence.
- 7.2.2 From time to time during the term hereof, BFI shall have the right to a rate increase to reflect unusual changes in its cost of operations caused by (i) any increased or additional taxes, fees (including franchise fees) assessments or other impositions of or by the City; (ii) any impositions by, or changes in applicable laws, rules or regulations of, any governmental authority in connection with the disposal of Refuse; or (iii) a change in the boundaries of the Service Area (i.e., through annexation).
- 7.2.3 In addition to the foregoing, BFI may from time to time petition the City Council for rate increases to reflect unusual changes in its cost of operations for reasons other than those described above. The petition shall state the nature of the increase and shall be accompanied by such documentation as BFI deems necessary to document such increases. If the parties are unable to agree within sixty (60) days after receipt by the City of the petition on the amount of the appropriate increase, BFI shall have as its sole recourse the option to terminate this Agreement effective one hundred twenty (120) days after written notice is given to the City.
- 7.2.4 Commencing January 1, 2003, and every anniversary thereafter (the "Rate Modification Date"), the fees which may be charged by BFI shall be adjusted upward or downward to reflect percentage changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items) as published by the U.S. Department of Labor, Bureau of Labor Statistics. The fees shall be increased for the ensuing twelve-month period in a percentage amount equal

to the net percentage change of the All Items Index during the twelve-month period ending on October 31 of the year in which the adjustment occurs, not to exceed five (5%) percent as to any adjustment. BFI shall notify the City as to the amount of such increase after it is known to BFI. BFI may make retroactive billings to give full effect to the rate increase back to the Rate Modification Date.

- 7.3 Invoices; Payment – BFI shall bill the City for Collection Services rendered within ten (10) days following the end of each month and the City shall pay BFI on or before the end of the month in which the invoice is received. Such billing and payment shall be based on the rates set forth herein, as may be adjusted in accordance herewith. In the event that the City pays such invoice within fifteen (15) days of the date on such invoice, the City shall receive a two percent (2%) discount off the invoice amount. BFI shall be entitled to payment for services rendered irrespective of whether or not the City collects from the Producers for such service.

8. **Term and Termination; Condition Precedent to Effectiveness of this Agreement.**

- 8.1 This Agreement shall be for a term of five (5) years, commencing on the Effective Date (the "Initial Term"). This Agreement shall automatically renew thereafter for successive one (1) year terms unless either party notifies the other by certified mail no less than one hundred twenty (120) days prior to the expiration of the then current term of its desire not to renew.
- 8.2 In the event there should occur any material breach or material default in the performance of any covenant or obligation of City or BFI which has not been remedied within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) days provided the breaching party has undertaken to cure within such thirty (30) days and proceeds diligently thereafter to cure in an expeditious manner), the non-breaching party may, if such breach or default is continuing, terminate this Agreement upon written notice to the other party. In the event of a breach, event of default, or termination of this Agreement, each party shall have available all remedies in equity or at law, unless otherwise provided elsewhere in this Agreement.
- 8.3 **As a condition precedent to the effectiveness of this Agreement**, the City shall issue BFI a check in the amount of Five Thousand Three Hundred Seventy-Four and 57/100 Dollars (\$5,374.57) and BFI in return shall issue a credit of Sixty Thousand Three Hundred Thirty-Two and

79/100 (\$60,332.79) which upon the occurring of these two events, shall cause all of the previous agreements, whether written or oral, for recycling services and solid waste collection between the City and BFI, including, but not limited to, the Recycling Services and Solid Waste Collection Agreement dated February 1, 1994 by and between the City of Stone Mountain and Browning-Ferris Industries of Georgia, Inc. (the predecessor corporation of BFI) and all extensions and amendments thereto for the provision of solid waste and recycling services to the City by BFI and its predecessors through March 31, 2002 (the "Prior Agreements") to be terminated and neither BFI nor the City shall have any liabilities or obligations to the other under any such Prior Agreements or otherwise relating thereto. Further, simultaneously with the foregoing described termination occurring, BFI and the City, on behalf of themselves and their past and present directors, trustees, officers, agents, servants, associates, employees, representatives, counsel persons, executive personnel, successors, predecessors, administrators and assigns and any entities controlling, controlled by or under common control with either of such party do hereby **MUTUALLY RELEASE AND FOREVER DISCHARGE** the other of and from any and all manner of actions, suits, claims, demands, damages, judgments, levies and executions, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, direct or indirect, at law or in equity, in which they ever had, have, or ever can have, shall or may have or claim to have against the other or any of them, for, upon, or by reason of any matter, fact or thing arising prior to April 1, 2002, including but without limitation any and all claims which were, might have been, or were threatened to be, asserted or at any time in the future could be asserted, arising out of the Prior Agreements or otherwise arising out of the services provided by BFI to the City, or the rates charged by BFI, or the amounts collected by BFI, for such services rendered prior to April 1, 2002, whether under such Prior Agreements or not.

9. **Indemnification, Insurance, Performance Bond.**

- 9.1 **Indemnity.** BFI shall indemnify and save harmless the City, its officers and its employees, from and against any and all claims, demands, actions, suits and proceedings by others, and against all liability to others, resulting from the negligence or willful misconduct of BFI in the performance of this Agreement, including, but not limited to, any liability for damages by reason of or arising out of any failure of BFI to secure proper licenses, bonds, insurance coverage or the like, and against any loss, cost, expense, and damages resulting therefrom, including reasonable attorney's fees, except that BFI shall not indemnify the City for any of the foregoing which arise out of or result from the negligence or willful misconduct of or the breach of this Agreement by the City or its employees or agents.

- 9.2 Insurance – BFI 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. All insurance shall be by insurers, or a self-insurance plan, acceptable to the City and before commencement of work hereunder BFI agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligations:

“This is to certify that the policies of insurance described herein have been issued to the insured for whom 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 to the certificate holder.”

The certificates shall also name the City as an additional insured to the extent of the negligence or misconduct of BFI.

For the purpose of the Agreement, BFI shall carry the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability	\$1,000,000 each occurrence (except Automobile) \$1,000,000 aggregate
Property Damage Liability	\$1,000,000 each occurrence (except Automobile) \$1,000,000 aggregate
Automobile Bodily Injury and Property Damage Liability	\$1,000,000 combined single limit per claim
Excess Umbrella Liability	\$1,000,000 each occurrence

As an alternative to the above, BFI may insure the above public liability and property coverages under a plan of self-insurance. The coverages may be provided by BFI's parent corporation.

9.3 **Performance Bond.**

9.3.1 BFI will be required to furnish for each year of this Agreement a corporate surety bond as security for the performance of this Agreement. Said surety bond must be in an amount equal to 100% of the annual revenues to BFI under this Agreement; provided, however, that the term of this bond is from April 1, 2002 until March 31, 2003, and can only be extended with the express written consent of the Surety, and the total liability of the Surety shall not exceed the penal sum of the bond.

9.3.2 Premium for the bond described above shall be paid by BFI. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

10. **Compliance with Law.**

BFI shall conduct operations under this Agreement in compliance with all applicable laws except that this Agreement shall govern the obligations of BFI and the City in the event of any conflicting ordinances of the City concerning the subject matter hereof. In the event that any Collection Services provided hereunder, or portions thereof, are rendered unlawful or impractical pursuant to laws or regulations promulgated by state, local or federal authorities in the future, BFI shall, upon notice to the City, cease providing that Service or portion thereof.

11. **Nondiscrimination.**

BFI shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

12. **Licenses and Taxes.**

BFI shall obtain all licenses and permits (other than the license and permit granted by this Agreement) and promptly pay all taxes lawfully required by the City and by the State of Georgia.

13. **Assignment.**

The rights under this Agreement cannot be sold, transferred, leased or assigned or disposed of in whole or in part, without the prior consent of the City expressed by resolution, and then only under such conditions as may therein be prescribed. Notwithstanding the foregoing, BFI may, without consent, transfer this Agreement to any entity controlling, controlled by or under common control with BFI. If a successor in interest is approved by the City, such successor shall comply with the requirements of this Agreement with respect to insurance. This

subsection shall not apply to a transfer in trust, mortgage or other hypothecation to secure an indebtedness.

14. Information Regarding Recycling.

On an annual basis, BFI shall provide pamphlets and brochures discussing the Residential Recycling Services to the City for the City to mail to its residents with their billings to such residents. BFI will also leave with the City a reasonable supply of such pamphlets and brochures for mailing by the City to new residents of the City.

15. Force Majeure.

15.1 Except for the payment obligation of City hereunder, if the City or BFI is unable to perform, or is delayed in its performance of, any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the City or BFI to correct the adverse effect of such event of force majeure.

15.2 An event of "Force Majeure" shall mean any events or circumstances beyond the reasonable control of the affected party to the extent that they delay the City or BFI from performing any of its obligations (other than payment obligations) under this Agreement, including, but not limited to, the following:

15.2.1 Strikes, work stoppages, and other labor unrest;

15.2.2 Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of BFI, its agents, and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather; and

15.3.3 Acts of a public enemy, acts of war, terrorism, effects of nuclear radiation, blockages, insurrections, riots, civil disturbances, or national or international calamities.

15.3 In order to be entitled to the benefit of this section, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and shall further be required to use its best efforts to cure the event of force majeure. The parties agree that, as to this section, time is of the essence.

15.4 The City will grant such variances in routes and schedules as are reasonably required in the event of force majeure, and will negotiate with BFI fees for any additional work which BFI may agree to perform in such event.

16. Amendments.

This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof and may be amended or modified only by a written agreement signed by both parties.

17. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

18. Exclusivity.

BFI shall have the sole and exclusive franchise, license and privilege to provide solid waste collection services (with the exception of Yard Waste) and recyclables collection services to all Residential Units and Commercial and Industrial Units within the Service Area during the term of this Agreement.

19. Reports.

BFI will provide the following reports to apprise the City of the status of Collection Services hereunder:

- A. Monthly Project Reports – BFI shall submit monthly project reports during the term hereof, commencing within ten (10) days after the end of the first full month of collection. At a minimum, these reports shall include:
 - 1. Summaries of tonnages of Recyclable Materials recovered, estimated by material; summaries of tonnages of Refuse.
 - 2. Residential participation rates of recycling in terms of monthly percentages.
 - 3. A list and description of all complaints received by BFI and the disposition thereof.
- B. Annual Reports – BFI shall provide year-end reports for each year of the term hereof. At a minimum, these reports shall include:

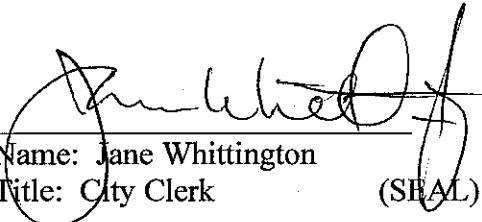
1. A summary of the participation rates; recovered material tonnages and Refuse tonnage.
2. A discussion of highlights, community service activities, educational activities and special events.

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IN WITNESS WHEREOF, the parties hereto intending to be legally bound have caused this Agreement to be executed by its duly authorized officers or officials as of the date first above written.

CITY OF STONE MOUNTAIN,
STATE OF GEORGIA

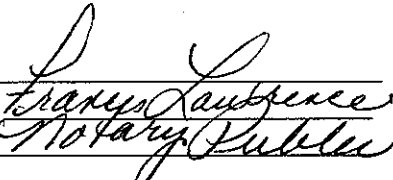
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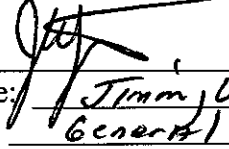

Name: Jane Whittington
Title: City Clerk (SEAL)

By: 
Name: Gary Peet
Title: Mayor

BFI WASTE SERVICES, LLC

ATTEST:

By: 
Name: Tracy Lawrence
Title: Notary Public

By: 
Name: Timmy Wirteck
Title: General Manager

Notary Public, Oconee County, Georgia
My Commission Expires July 5, 2004

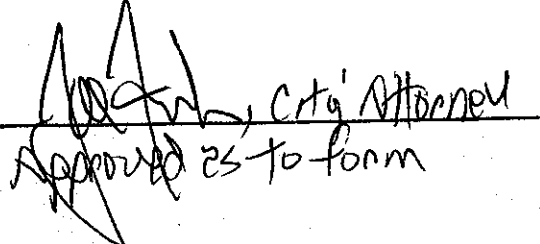

City Attorney
Approved as to form

EXHIBIT "A"

Initial Rates for Bulky Waste Collection

Bulk items as defined in section-1.3 will be collected weekly at a charge of \$24.50 per item. The City of Stone Mountain will notify BFI of the location and number of items to be collected. Billing to resident for extra service shall be the responsibility of the City.

Initial Rates for Apartment Recycling

1-95 gallon container serviced 1x per week- \$23.75 per month. The Apartments shall provide labor and personnel to control the contamination with in the containers. BFI will not collect any containers with MSW inside. All containers will be placed in a designated area approved by the City and BFI.

EXHIBIT "B"

Initial Rates for Commercial Waste Collection Services

The current Commercial price matrix

Current Pricing	1x	2x	3x	4x	5x
2 yard	19.35	38.69	58.04	77.38	96.73
3 yard	27.51	55.02	82.53	110.04	137.55
4 yard	35.97	71.95	107.92	143.89	179.87
6 yard	54.15	108.31	162.46	216.61	270.76
8 yard	72.40	144.79	217.19	289.58	361.98

Initial Rates for Roll off Waste Collection Services

20 yard open top- \$225.00 per haul

30 yard open top- \$250.00 per haul

40 yard open top- \$275.00 per haul

Initial Rates for Roll off Compactors

20 yard Self contained Compactor- \$225.00 per haul

34 yard Self contained Compactor- \$275.00 per haul

40 yard Stationary Compactor - \$315.00 per haul

Machine Rental- Quote will be based on customer ordered options.

Note: rate above includes haul plus disposal up to 5 tons per (haul) load. Any tons disposed over the 5 ton per load will be billed an additional \$29.00 per ton.

APPENDIX IV

Recycling Brochure

A Guide to Recycling in the City of Stone Mountain

ALUMINUM & METAL CANS

Cans should be rinsed.
Labels can remain.

ACCEPTABLE



Aluminum Cans
(Beverage Cans)



Steel Cans
(Food Cans)

NOT ACCEPTABLE



Paint Can

Aerosol Cans

Aluminum Foil

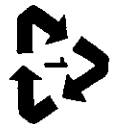
Pie Tins

PLASTIC BOTTLES

ACCEPTABLE

HDPE

Clear Plastic Milk Jugs



Thru



PET Plastic Soft Drink
and Water Containers



NOT ACCEPTABLE



Plastic Wire



Plastic Bags



Antifreeze
Bottles



Bleach
Bottles



Motor Oil
Containers



Butter Tubs
Food Containers

Styrofoam

GLASS CONTAINERS

ACCEPTABLE

Glass food and beverage
containers, either clear,
brown or green can be
easily recycled by glass
container plants.
Generally speaking, the
glass should be rinsed
with metal caps and
lids removed.
Labels can remain.



Soda Bottles



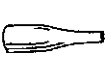
Beer Bottles



Juice Containers



Ketchup Bottles



Wine and Liquor
Bottles



Food Containers

NOT ACCEPTABLE

The following materials
are not recycled by glass
container plants and
should not be mixed
with container glass.



Mirrors



Ceramic Cups
and Plates



Clay Flower Pots



Light Bulbs



Window Glass



Heat Resistant
Ovenware



Drinking Glass

PAPER PRODUCTS

ACCEPTABLE



Newspaper



Mixed Paper



White Office Paper



Colored Office Paper



Computer Paper



Corrugated Cardboard
(Maximum size 2ft x 2ft)

NOT ACCEPTABLE



Paper Towels



Bulk (Junk) Mail



Tissue Paper



Facial Tissue



Food Contaminated
Paper



Magazines



Catalog



Telephone Boxes



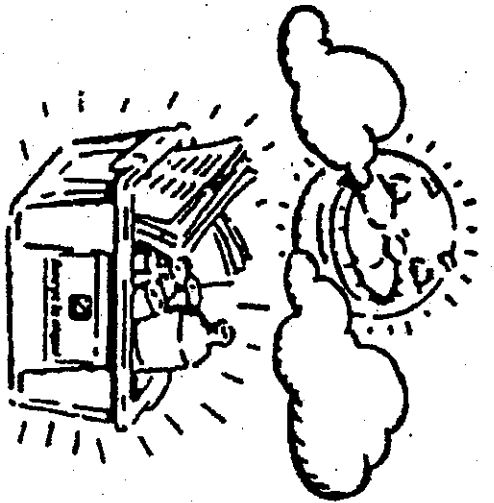
Brochures



Cereal & Other Boxes
(remove box liner)

Please place your bin at the curb by 6:30 a.m. on your collection day.

AW Recycling Hotline: 678-407-6216



Please have your bin placed
out at the curb no later
than 6:30 a.m.

Thank You!

Questions?

Call AW at

678-407-6216

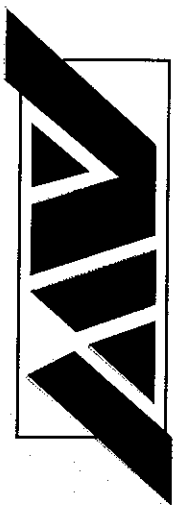


75 Curtis Road
Lawrenceville, Georgia 30045
An Allied Waste Company



A GUIDE TO AW'S RECYCLING PROGRAM

*City of
Stone
Mountain*



RecycleNOW™

Successful Recycling Through Partnership

Please have your recycling
container placed out at
the curb no later than
6:30 a.m.

THANK YOU!

**APPENDIX V
CITY OF STONE MOUNTAIN
RECYCLING AMOUNTS**

Year	Tons
1996 ¹	
1997	198.73
1998	181.21
1999	166.92
2000 ¹	
2001	173.74
2002	112.50
2003	114.40
2004	141.94
2005	133.98
Note 1	No data

APPENDIX VI



2832 Anvil Block Road
Ellenwood, GA 30294
Office: (404) 762-4944
Fax: (404) 767-5332

March 22, 2004

Officer Johnson
Code Enforcement
City of Stone Mountain
Fax: 770.498.8609

COPY

In regards to: Scrap Tire Disposal

Per our conversation this morning, Kauffman Tire agrees to accept scrap tires from the City of Stone Mountain at the following location:

Kauffman Tire - Stone Mountain
5720 Rockbridge Road
Stone Mountain, GA 30083
(770) 465-8811

The agreed rate is \$2.00 per tire. We are in the process of setting up an account that will be charged with each drop-off. A signed receipt will be issued to the individual dropping off the scrap tires. At the end of each month an invoice will be generated and sent to your accounting department.

Please contact myself or Steve Eckman, at the number listed above, with billing information to setup this account.

Should you have any questions or concern, please feel free to contact me immediately.

Thank you,

A handwritten signature in cursive script that reads "Greg Morand".
Greg Morand

OK / Put
3/29/04

APPENDIX VII



Mayor Gary Peet
City of Stone Mountain
922 Main Street
Stone Mountain, GA 30083

June 15, 2006

Dear Mayor Peet:

In response to your request for a letter of landfill disposal capacity assurance, Allied Waste Industries, via its subsidiary, BFI Waste Systems of GA, LLC, operates the Richland Creek Landfill, Solid Waste Handling Permit # 067-032D(SL), located at 5691 South Richland Creek Rd, Buford, GA, 30518.

Based upon the current remaining landfill capacity and the current volumes of waste disposal, and barring any unforeseen circumstances that would affect the expected life or capacity of our landfill, we believe that Richland Creek Landfill has in excess of ten years of disposal capacity remaining.

If you have any questions concerning this matter, please contact me at 404-732-5664 or email at Jim.Herak@awin.com.

Very truly yours,

A handwritten signature in black ink, appearing to read 'J Herak', with a long horizontal flourish extending to the right.

Jim Herak
General Manager
Atlanta Landfills

Appendix VIII

Rogers Lake Capacity Letter

HODGES, HARBIN, NEWBERRY & TRIBBLE, INC.

CONSULTING ENGINEERS

484 MULBERRY STREET • SUITE 265 • MACON, GEORGIA 31201
P. O. BOX 974 • MACON, GEORGIA 31202 -0974

H. LOWRY TRIBBLE, JR., PE
WILLIAM F. HODGES, PE
HAROLD L. NEWBERRY, PE
W. MICHAEL STUBBS, PE

TELEPHONE (478) 743-7175
FAX (478) 743-1703

WEBSITE WWW.HHNT.COM

July 31, 2006

CLINT L. COURSON
DANIEL E. CHEEK, PE
K. MATTHEW CHEEK, PE

Mr. Jeffrey W. Cown
GA EPD
Solid Waste Management Program
4244 International Parkway, Suite 104
Atlanta, GA 30354-3902

**Re: Rogers Lake C&D Landfill
Permit No. 044-041D (L)
HHNT Project No. 1210-036-09**

Dear Mr. Cown:

Enclosed is the Remaining Capacity Report for Rogers Lake C&D Landfill.

By copy of this letter, the Director is notified the Remaining Capacity Report has been placed in the Facility Operating Record.

Should you have any questions, please call.

Sincerely,

HODGES, HARBIN, NEWBERRY & TRIBBLE, INC.



W. Michael Stubbs, P.E.
Professional Engineer

WMS/cg

cc: Gerald Allen (w/ enclosure)
Jeff Palutis (w/ enclosure)
Roy Walton (w/ enclosure)
Jeff Pope (w/ enclosure for Operating Record)
Bill Hodges, P.E. (w/ enclosure)
Carol Couch, Ph.D. (w/o enclosure)
Clint Courson (w/o enclosure)
Joe Lovekamp (w/o enclosure)

RETURN TO:
REMAINING CAPACITY REPORT
ENVIRONMENTAL PROTECTION DIVISION
LAND PROTECTION BRANCH
4244 INTERNATIONAL PARKWAY, SUITE 104
ATLANTA, GA 30354
For assistance call: (404) 362-2696

DATE ENTRY _____

REMAINING C&D CAPACITY REPORT

Permit Holder: Advanced Disposal - Rogers Lake, LLC

Address: 9995 Gate Parkway North, Suite 200, Jacksonville, FL 32246

Site Name: Dekalb County - Rogers Lake Road Construction / Demolition Landfill

EPD Permit Number: 044-041D (L)

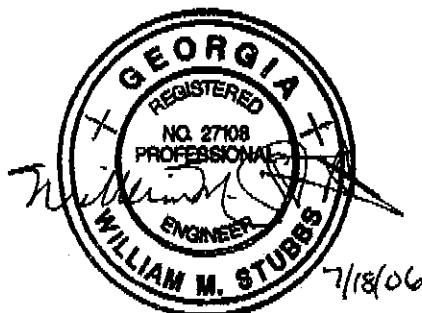
		CALCULATED	
I. SURVEY DATA			
A.	Date of Topographic Survey	October 27, 2005	
B.	Remaining C&D Volume (Available Fill Volume Based on Survey)	1,404,335	cy
C.	Estimated Percent by Volume of Total Used by Cover Soil	8	%
D.	Net Remaining C&D Waste Volume (Line B Reduced by Line C)	1,291,988	cy
II. AMOUNT OF SOLID WASTE DISPOSED			
E.	Tons Per Day Received for Disposal	1,632	ton/day
F.	Total Operational Days Per Year	286	days
G.	Total Estimated Annual Tons Disposed	466,752	tons
III. WASTE PLACEMENT			
H.	Estimated Waste Compaction Density	1,300	lbs/cy
I.	Estimated Waste Compaction Density	0.65	tons/cy
J.	Net Volume Used Per Day (Line E Divided by Line I)	2,511	cy/day
K.	Net Volume Used Per Year (Line G Divided by Line I)	718,080	cy/yr
IV. REMAINING CAPACITY (SITE LIFE)			
L.	Remaining Capacity (Line D Divided by Line J)	514	days
M.	Remaining Capacity (Line D Divided by Line K)	1.80	years
N.	Estimated Date of Completion for Facility	August 14, 2007	
V. ADDITIONAL INFORMATION			
This information is based on a volume calculated by HHNT to determine the remaining capacity of the site as of 10/27/05 and the average waste acceptance rate of the landfill in the last twelve months.			

I hereby certify the above determinations were performed under my direct supervision.

W. Michael Stubbs, P.E.
Registered Professional Engineer
Georgia Registration No. 27108

July 18, 2006
Date

SWM-FM Remaining MSW Capacity Report 4/96



Charles Allen
Permit Holder
7/26/06
Date

APPENDIX IX

CITY OF STONE MOUNTAIN, GEORGIA SOLID WASTE ENTERPRISE FUND COMPARATIVE STATEMENT OF REVENUES, EXPENSE AND CHANGES IN NET ASSETS For the years ended December 31, 2005 and 2004

	2005	2004
OPERATING REVENUES:		
Refuse collection	\$ 331,227	\$ 323,136
Dumpster collection	127,559	127,140
Miscellaneous	6,555	5,058
Total operating revenues	465,341	455,334
OPERATING EXPENSES:		
Purchased Products and Services		
Landfill fees	60,751	60,399
Dumpster collection	89,572	86,056
Sanitation expense	186,706	179,704
Personal Services and Benefits	58,647	64,106
Purchased / contracted services	4,419	4,780
Supplies	5,717	4,529
Depreciation	4,686	3,515
Other	8,000	-
Total operating expenses	418,498	403,089
Operating Income	46,843	52,245
NONOPERATING INCOME/(EXPENSES)		
Interest expense	(1,040)	(1,138)
Total nonoperating income/(expense)	(1,040)	(1,138)
Income before transfers	45,803	51,107
Transfers in/(out)	(29,459)	(41,571)
Change in net assets	16,344	9,536
NET ASSETS, BEGINNING OF YEAR	29,494	19,958
NET ASSETS, END OF YEAR	\$ 45,838	\$ 29,494

ORDINANCE 2005-12

APPENDIX X

AN ORDINANCE PURSUANT TO THE CHARTER OF THE CITY OF STONE MOUNTAIN SECTION 6.15 AND SECTION 6.18 TO SET THE FEES AND PENALTIES FOR THE COLLECTION OF SOLID WASTE IN THE CITY OF STONE MOUNTAIN

PART I

The Council of the City of Stone Mountain hereby ordains that the fees for solid waste services be set at

- \$ 175.00/year/residence for weekly curbside pickup of garbage and recycling billed in two equal installments due on July 1, 2005, and October 1, 2005, and delinquent on August 15, 2005, and November 15, 2005; and
- \$ 14.00/cubic yard/daily frequency for commercial dumpster pickup billed monthly; and
- \$ 75.00/pickup for extra solid waste disposal not bagged or contained for pickup by BFI; and
- \$ 100.00/pickup for debris resulting from evictions and tenant move-outs; and
- no charge for disposal of two or less residential appliances per month; and
- \$ 75.00/delivery and pickup of city vehicles for the disposal of extra solid waste.

The Council of the City of Stone Mountain further ordains that the penalty for late payment of commercial dumpster fees will be assessed on the fifth day of the month following the due date at the rate of 5% of the monthly fee; interest at 1.5% per month will be assessed on the first day of the month for any unpaid balance over one month old; and that the Mayor or City Clerk is authorized to initiate collection in magistrate court for any unpaid balance that remains delinquent over thirty days.

The Council of the City of Stone Mountain further ordains that debris requiring additional pickup fees set out in the front yard of any property without prior payment of the fees will receive a warning notice that the property owner will be subject to a summons to appear in Municipal Court within three days of the warning notice if the fees are not paid.

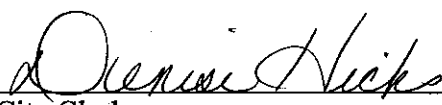
This ordinance shall be promulgated by posting a notice of its adoption at city hall within three days of action by the Mayor and City Council, by posting a notice in the City Newsletter, and by mailing a notice to the commercial dumpster accounts.

PART II

This ordinance was proposed by Council Member Williams with a motion to adopt. Thereafter, the motion was seconded by Council Member Nash. 6 Council Members voted in favor of the motion and 0 Council Members voted against the motion. The ordinance was adopted on May 3, 2005.

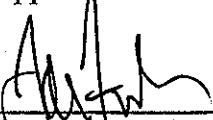


Mayor Gary Peet



City Clerk

Approved as to form:



Joe Fowler, City Attorney

April 18, 2005
First Read

May 3, 2005
Second Read

APPENDIX XI
CITY OF STONE MOUNTAIN
SANITATION AND RECYCLING FEES
1998-2005

ANNUAL RESIDENTIAL CURBSIDE COLLECTION FEE	
YEAR	
1998	\$117.00
1999	\$117.00
2000	\$117.00
2001	\$144.00
2002	\$165.00
2003	\$168.00
2004	\$172.00
2005	\$175.00