

ORDINANCE 12.02.025

AN ORDINANCE TO ENTER INTO CONTRACT BETWEEN THE CITY OF LOCUST GROVE AND ADVANCED DISPOSAL SERVICES ATLANTA, LLC FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES; TO AUTHORIZE THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO EFFECTUATE SAID CONTRACT; TO AUTHORIZE THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY OF LOCUST GROVE, AS NECESSARY; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, The City is authorized to enter into contracts and agreements with other governments and entities and with private persons, firms, and corporations pursuant to Article 9, Section 4, Paragraph 2 of the Constitution of the State of Georgia, regarding the provision of services; and

WHEREAS, the City wishes to authorize the Mayor to enter into and execute a contract for residential solid waste collection services between the City and Advanced Disposal Services Atlanta, LLC (the "Contract"). Said Contract is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the City wishes to agree to the terms of the Contract attached hereto as Exhibit "A" with Advances Disposal Services Atlanta, LLC regarding residential solid waste collection services;

WHEREAS, the City finds that the foregoing action is necessary and beneficial to its citizens.

THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS

SECTION 1. The Contract between the City and Advanced Disposal Services Atlanta, LLC as attached hereto and incorporated herein by reference as Exhibit "A" is hereby approved.

SECTION 2. **Approval of Execution.** The Mayor is hereby authorized to execute the Contract as described in Exhibit "A" upon delivery of a signed version by Advances Disposal Services Atlanta, LLC, and the Interim City Manager or his designee is authorized to take those actions necessary to effectuate this ordinance and perform the obligation of the City under said Agreement.

SECTION 3. **Documents.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the Agreement.

SECTION 4. **Severability.** The preamble of this Ordinance is incorporated herein and made a part hereof by reference to same. In the event any portion of this ordinance shall be

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declared or adjudged invalid or unconstitutional, it is the intention of the City Council of Locust Grove that such adjudications shall in no manner affect the other sections, sentences, clauses, or phases of this ordinance which shall remain in full force and effect as if the invalid or unconstitutional section, sentence, clause or phrase were not originally part of the ordinance.

SECTION 5. **Repeal of conflicting provisions.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed, except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

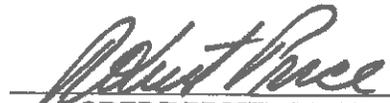
SECTION 6. **Effective date.** This ordinance shall become effective immediately upon its adoption by the Mayor and the City Council of Locust Grove.

SO ORDAINED by the Council of the City this 20th day of February, 2012.

ATTEST:



THERESA BREEDLOVE, CITY CLERK



ROBERT PRICE, MAYOR

EXHIBIT "A"

**RESIDENTIAL SOLID WASTE COLLECTION SERVICES CONTRACT BETWEEN
THE CITY OF LOCUST GROVE
AND ADVANCES DISPOSAL SERVICES ATLANTA, LLC**

**AGREEMENT FOR
RESIDENTIAL SOLID WASTE COLLECTION SERVICES**

THIS AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES (this "Agreement") made and entered into on the 20th day of February, 2012, (the "Effective Date") by and between the City of LOCUST GROVE, a political subdivision of the State of GEORGIA and, by and through its Mayor and Council ("City") and ADVANCED DISPOSAL SERVICES ATLANTA, LLC, a Delaware limited liability company ("Contractor").

WHEREAS, it is necessary for City to promote, preserve and protect the public health of its citizens and the removal of garbage, rubbish and other waste material generated within the City is a valid exercise of powers of the City; and

WHEREAS, the granting of an exclusive Agreement pursuant to this Agreement to a private company for the collection, transportation and disposal of solid waste is a valid function of City and such Agreement is proprietary in nature; and

WHEREAS, City and Contractor are desirous of entering into this Agreement, under the terms of which, Contractor shall have an exclusive Agreement for a specified period of time for the collection of Residential Solid Waste; and

WHEREAS, the City has conducted an investigation and has determined that the Contractor and its affiliates have a proven excellent reputation for providing the types of services required under this Agreement and that the Contractor has access to significant capital resources that would be available to fund the fulfillment of its responsibilities under this Agreement, all of which should greatly benefit City; and

WHEREAS, the City has determined that Contractor has expended substantial capital to acquire this Agreement and will expend significant additional amounts of capital during the term of this Agreement to fulfill its responsibilities in providing high quality solid waste collection, transportation and disposal services to City residents, all of which should greatly benefit City; and

WHEREAS, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste collection, transportation and disposal services as herein set out, and for the compensation as hereinafter provided and the City has deemed it to be in the best interest of the City and the residents of the City to enter into this Agreement upon such terms and conditions set forth herein in order to ensure high quality services by the Contractor to the residents of the City ; and

WHEREAS, City agrees to pay for the Services to be provided by Contractor as set forth herein.

NOW THEREFORE, in consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1.0 - Definitions

For purposes of this Agreement, the following terms shall be defined as follows; provided however, nothing contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to federal, state or local law.

1.1 **"Agreement"** has the meaning set forth in the first paragraph above, and includes all Schedules and Exhibits attached hereto.

1.2 **"Biomedical Waste"** shall mean pathological waste, biological waste cultures and stocks of infectious agents and associated biologicals, contaminated animal carcasses (body parts, their bedding, and other wastes from such animals), sharps, chemotherapy waste, discarded medical equipment and parts, not including expendable supplies and materials which have not been decontaminated.

1.3 **"Bulky Waste"** means discarded household items that will not fit within an empty 95 gallon cart, thus too large or too bulky to be collected by Contractor as contemplated by this Agreement, including but not limited to items such as mattresses and box springs, indoor/outdoor furniture, large toys, bicycles, fish aquariums, sofas, chairs, tables, and other similar household items.

1.4 **"C&D Materials"** means waste building materials and rubble, excluding Hazardous Waste, resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings and other structures. Such waste includes, but is not limited to, wood, bricks, metal, concrete, wall board, paper, cardboard, carpeting, construction materials resulting from remodeling, inert waste landfill material, and other non-putrescible wastes which have a low potential for groundwater contamination.

1.5 **"Cart"** means a rollout receptacle for Residential Solid Waste with a capacity of 95 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid.

1.6 **"City"** means the City of Locust Grove which shall include, for purposes of this Agreement, the incorporated area of the City and the areas outside the corporate bounds of the City and receiving City service(s).

1.7 **"Contractor"** has the meaning set forth in the first paragraph above.

1.8 **"Curbside"** means the location that is within at least four (4) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location designated by the Contractor that will provide a safe and efficient accessibility to the Contractor's personnel and vehicles for the placement of Carts and Bulky Waste for collection pursuant to the terms of this Agreement. For purposes of this Agreement, public road or public right-of-way means a road owned and maintained by a public entity, such as the City, or special district, or a road on private property for which an easement has been granted to the public and such road is constructed and maintained to a standard whereby access is available by the Contractor's vehicles.

1.9 **“Customer”** means the owner and/or occupant of a Residential Premises.

1.10 **“Disabled Person”** means the owner of the Residential Premises who is disabled to the extent that he or she is incapable of placing his or her Cart at the Curbside location for collection by the Contractor and otherwise complies with the provisions of Section 3.3 below. Disabled Person shall include an owner of a Residential Premises with a temporary disability not to exceed 90 days. Disabled Person shall not include any person located at a commercial premises.

1.11 **“Force Majeure”** means any act, event, or condition having a direct material adverse effect on a party’s ability to perform any obligation, agreement or covenant under this Agreement, including without limitation, Contractor’s ability to collect, transport or dispose of Residential Solid Waste, if such act, event, or condition is beyond the reasonable control of the party. Such acts, events, or conditions shall include, but shall not be limited to, the following: (a) an act of God, lightning, earthquake, fire, severe weather conditions, epidemic, land-slide, drought, hurricane, tornado, storm, explosion, partial or entire failure of utilities, flood, nuclear radiation, act of a public enemy, war, blockade, insurrection, riot or civil disturbance, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the act of any governmental body on behalf of any public, quasi-public, or private entity; or (b) the order, judgment, action, or determination of any federal, state, or local court, administrative agency, or governmental body (excepting decision interpreting federal, state, and local tax laws), which adversely affects the: (i) the ability of Contractor to perform the services contemplated hereunder; (ii) the right or ability of the Contractor to dispose of the Residential Solid Waste or (iii) the suspension, termination, interruption, denial, or failure or renewal or issuance of any permit, license, consent, authorization, or approval necessary to for Contractor to perform the services contemplated hereunder.

1.12 **“Garbage”** means non-Hazardous 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.

1.13 **“Hazardous Waste”** means any and all (a) hazardous substances, pollutants, and contaminants, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, solid or hazardous wastes, as defined by the Resource Conservation and Recovery Act, as amended, hazardous materials, as defined by the Hazardous Materials Transportation Act, as amended, toxic substances, as defined by the Toxic Substances Control Act, as amended, toxic chemicals or extremely hazardous substances, as defined by the Emergency Planning and Community Right-To-Know Act, as amended, hazardous air pollutants, as defined by the Clean Air Act, as amended, and hazardous substances, as defined by the Clean Water Act, as amended; (b) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment, or which are regulated under any applicable federal, state, or local laws rules, or regulations, or any other material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous, or otherwise ineligible for disposal at the intended disposal site utilized by Contractor; (c) any material that requires other than normal handling, storage, management, transfer or disposal; or (d) any other material that may present a substantial endangerment to public health or safety, may cause applicable air quality or water standards to be violated by the normal operation of the disposal site to be utilized by the Contractor, or because of

its size, durability or composition cannot be disposed of at such disposal site or has a reasonable possibility of otherwise adversely affecting the operation or useful life of such disposal site.

1.14 **“Non-Curbside Services”** has the meaning set forth in Section 3.3.

1.15 **“Residential Premises”** means a dwelling within the City occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, multi-family residential buildings, mobile homes whether such mobile homes are registered as vehicles or assessed as real property, and commercial establishments located in the Downtown District of the city as shown in Exhibit B attached and incorporated into this Agreement.

1.16 **“Residential Solid Waste”** means all Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C&D Materials, Yard Trash, Bulky Waste, White Goods, Hazardous Waste, or any Unacceptable Waste or materials as determined by the Contractor.

1.17 **“Rubbish”** means non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.

1.18 **“Services”** has the meaning set forth below in Section 2.2.

1.19 **“Special Waste”** means any and all treated/de characterized (formerly hazardous) wastes; polychlorinated biphenyl (PCB) wastes; industrial process wastes; asbestos containing material; chemical containing equipment; demolition debris; incinerator ash; medical wastes; off-spec chemicals; sludges; spill cleanup wastes; underground storage tank (UST) soils; and wastes from service industries.

1.20 **“Term”** has the meaning set forth below in Section 2.4.

1.21 **“Unacceptable Waste”** mean (a) waste and materials that are not part of the Services contemplated hereunder as determined by Contractor, (b) Hazardous Waste, Biomedical Waste, Special Waste, tires, paints, paint solvents, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than 10 lbs, and firearms, (c) waste of which the acceptance and handling by Contractor would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to Contractor's vehicles, equipment or facilities, or present a substantial danger to the health or safety of the public or Contractor's employees, and (d) waste which is or may be prohibited from disposal at the applicable disposal site by local, federal or state law, regulation, rule, code, ordinance, order, permit or permit condition.

1.22 **“White Goods”** means household appliances such as refrigerators, stoves, washers, dryers, water heaters and other large enameled appliances, which do not contain PCB or CFC units and have been officially certified to that effect, and in the case of freezers and refrigerators, which have had the doors removed.

1.23 **“Yard Trash”** means leaves, brush, grass clippings, shrub and tree prunings, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from landscaping development and maintenance at a Residential Premises other than mining, agricultural, and

silvicultural operations. The term does not include stumps, roots, or shrubs with intact root balls, and specifically excludes all wood that has been treated or preserved with chromated copper arsenate (CCA), pentachlorophenol, or other chemicals which have been classified as known human carcinogens by the United States Environmental Protection Agency.

Section 2.0 – Scope of Agreement

2.1 Recitals; Conflict. The parties hereto acknowledge and agree that the “whereas” recitals set forth above are true and correct and are hereby incorporated herein by this reference.

2.2 Scope. The work under this Agreement shall consist of the collection of Residential Solid Waste once a week at curbside by Contractor from the Residential Premises, and, Bulky Waste pick up on a Saturday at curbside up to four times a year from the Residential Premises. In the performance of the Services, Contractor shall also provide the supervision, materials, and equipment necessary to complete the Services in accordance with the terms of this Agreement. Collection of Residential Solid Waste shall be mandatory for all Residential Premises in the City, and all such Residential Premises shall be required by the City to use the Services to be provided by Contractor pursuant to this Agreement. The scope of the Services to be provided by Contractor hereunder shall not be amended or modified without the mutual consent of the parties hereto.

2.3 Exclusivity. During Term of this Agreement, Contractor shall provide the Services and in accordance with the terms of this Agreement, and shall have the sole and exclusive right to provide the Services throughout the City except such exclusivity shall not apply for natural disasters as described in Section 3.11 of this Agreement. The City hereby grants, and the Contractor hereby accepts, the sole and exclusive Agreement, license and privilege to provide the Services during the Term of this Agreement and all renewal terms thereto. All such rights shall be exclusive to the Contractor and no other person or entity except the Contractor may offer or provide the Services as contemplated hereby. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement or understanding with any other person or entity for performance of the Services contemplated hereby during the Term hereof.

2.4 Term. The term of this Agreement shall be for a one (1) year period with a provision for automatic annual renewals each year. The period shall begin on March 1, 2012, and expire on February 28, 2013 (the “Initial Term”). No earlier than ninety (90) days and not later than sixty (60) days before the first anniversary date of the Agreement, and each anniversary date thereafter, Contractor or City may enter into good faith negotiations with the other party and agree upon rates with adjustments, if any, with the City for the ensuing year and each year thereafter for the Initial Term. After the Initial Term, this Agreement will be renewed automatically for a maximum of two one-year terms unless either party provides at least sixty (60) days prior written notice to the other party of its intent not to renew the Agreement prior to the expiration of the Initial Term or any subsequent one-year term thereafter. Notwithstanding any other provision of this Agreement, at the conclusion of each one-year term, the Agreement terminates absolutely; and the debts, if any, incurred by the City to Contractor are automatically and absolutely extinguished, satisfied and non-existent at the expiration of each one-year term regardless of whether the Agreement is renewed.

Section 3.0 – Contractor Responsibilities

3.1 Services Provided

3.1.1 Residential Solid Waste. Contractor shall collect Residential Solid Waste that is timely placed in a Cart from each Residential Premises one (1) time per week at Curbside. The Customer located at the Residential Premises shall place only bagged Residential Solid Waste in the Cart and shall place the Cart at Curbside by 7:00 am on the designated collection day. Contractor shall not be deemed to be in default in any manner of this Agreement in the event Contractor fails or refuses to collect any such Residential Solid Waste from any Residential Premises because such Residential Solid Waste was not timely placed in a Cart at Curbside in accordance with this Agreement. Contractor shall not be responsible for collection of any Residential Solid waste not properly and timely placed in a Cart in the proper location at Curbside at the designated time and on the designated date, and has the right to refuse to collect all Unacceptable Waste.

3.1.2 Bulky Waste. Contractor shall collect Bulky Waste from the Residential Premises that generated such Bulky Waste, up to four times a year on a Saturday on dates as agreed by City and Contractor. It is the responsibility of the Customers located at the Residential Premises to insure that prior to disposal, items are empty of all foods, fuels, and liquids, and that any CFCs and PCBs have been evacuated and captured by a certified technician in accordance with all applicable law. Contractor is not required to collect Bulky Waste that does not meet these standards. Contractor shall not be deemed to be in default of this Agreement in any manner in the event Contractor fails or refuses to collect any such Bulky Waste from any Residential Premises because the Bulky Waste items were not timely placed for collection at Curbside in compliance with this Agreement. City will be responsible for publishing the Bulky Waste pick up days.

3.1.3. Disposal of Waste. Contractor may deliver all Residential Solid Waste and Bulky Waste collected by Contractor to a disposal or other processing facility as determined by the Contractor in its sole discretion.

3.2 Carts

Contractor shall furnish the Carts for every Residential Premises receiving the Services as contemplated by this Agreement. Such Carts shall at all times remain the property of Contractor. It shall be the responsibility of the Customers of the Residential Premises to properly use and safeguard the Contractor's Carts. Contractor shall maintain the Carts in reasonably good condition, normal wear and tear excepted. Each Customer has the care, custody and control of any Cart furnished by Contractor and such Customer shall have the sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such Cart and for the cleanliness and safekeeping of such Cart. Contractor shall have the right to charge Customers for the cost of repair or replacement of Carts, including delivery fees, if such repair or replacement is required as a result of abuse, misuse or damage, fire, or theft.

3.3 Non-Curbside Service for Disabled Persons

Contractor shall provide back/side-door Residential Solid Waste collection services ("Non-Curbside Service") to Disabled Persons as identified by the City who are physically unable to place the Cart at Curbside for collection by Contractor at the designated time and date contemplated by this Agreement. In no case will the quantity of persons receiving Non-Curbside Services exceed three percent (3%) of the total Residential Premises located in the City. Contractor shall provide Non-Curbside Service at no additional charge; provided however, that such exemptions will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside. Prior to Contractor being required to provide such Non-Curbside Service to any person, any such person requesting Non-Curbside Service must obtain a physician's certificate certifying such disability and provide the physician's certificate to the Contractor. In no event will Non-Curbside Service be provided at a distance of more than 150 feet from the public roadway. In the event Non-Curbside Service is provided pursuant to this Section 3.3, the Disabled Person 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. Non-Curbside Services are not available for the collection of Bulky Waste and shall only be provided to Disabled Persons at Residential Premises.

3.4 Location of Carts for Collection

Carts shall be placed at Curbside for collection service as described herein. 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 shall be placed as close as practicable to an access point for the Contractor's collection vehicle that permits access by Contractor's collection vehicle to the Carts without endangering Contractor's employees or equipment.

3.5 Hours and Days of Operation; Holidays

3.5.1 Collection of Residential Solid Waste under this Agreement shall not start before 7:00 am nor continue after 7:00 pm each day. No collection of Residential Solid Waste under this Agreement shall take place on any Sunday.

3.5.2 The following shall be holidays for the purpose of this Agreement (each a "Holiday"):

New Years' Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above mentioned Holidays by suspension of Services on the Holiday, but such decision does not relieve the Contractor of its obligation to provide the Residential Solid Waste collection service at least once per week (Monday - Saturday) within the week the Holiday occurs (a "Holiday Week"). The Contractor

will not be allowed to perform collection Services on Saturday during a Holiday Week. The Contractor shall be responsible for properly publicizing to City Customers any changes in collection schedules due to observance of Holidays or for other reasons.

3.6 Routes of Collection

Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes with the days of pick-up to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld.

3.7 Complaints; Missed Collections

3.7.1 Contractor shall furnish the City instructions for contacting the Contractor in the event of Customer complaints. Contractor shall also furnish each Residential Premises with instructions for contacting Contractor by local telephone for information or for service complaints. All complaints made to Contractor shall be given prompt and courteous attention.

3.7.2 In the case of a complaint, including but not limited to an alleged missed scheduled collections for Residential Solid Waste (a "Missed Collection"), Contractor shall investigate and advise the City how it will address the issue within twenty-four (24) hours after the complaint is received. Contractor will be responsible for receiving all reports of Missed Collections from Residential Premises and rectifying the Missed Collection with the Customer located at the Residential Premises. In the event the Missed Collection was due solely to the fault of the Contractor and such Missed Collection was not due to an event of Force Majeure, Contractor shall collect the Residential Solid Waste from such Residential Premises within one day of receipt of the complaint, except if Missed Collection deadline falls on Sunday.

3.8 Collection Equipment and Personnel

3.8.1 The Contractor shall provide an adequate number of vehicles and personnel for regular collection Services. All collection vehicles and other equipment shall be kept in good repair, normal wear and tear excepted. Each collection vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Residential Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

3.8.2 The Contractor shall assign a qualified person or persons to be in charge of its performance of this Agreement. The Contractor's employees performing the Services contemplated hereunder shall wear a uniform or shirt bearing the Contractor's name. Each employee of Contractor who drives a vehicle pursuant to his or her duties in the performance of this Agreement shall, at all times, carry a valid Georgia driver's license for the type of vehicle he or she is driving on behalf of Contractor. The Contractor shall provide operating and safety training for all personnel.

3.9 Access

The Contractor shall be required to provide the collection Services described herein to all Residential Premises located on publicly-owned roadways accessible to standard solid waste collection vehicles. The City shall maintain all publicly-owned roads and bridges in a condition that affords safe access by Contractor's standard solid waste collection vehicles. The City shall require occupants of Residential Premises to place Carts at Curbside for collection in accordance with the terms and conditions of this Agreement. The City shall require the Customer located at the Residential Premises not accessible to standard solid waste collection vehicles to place Carts at an accessible location on a publicly-owned roadway as determined by the Contractor. Contractor shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any Residential Solid Waste or other acceptable materials in the event Contractor did not have or was denied access to the Residential Premises or to the Customer's Cart and other materials to be collected as provided hereunder.

3.10 Office

The Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient local service telephones and shall have a person to answer such telephones from 8:00 a.m. to 5:00 p.m. daily Monday through Friday.

3.11 Natural Disasters

In the event of a hurricane, tornado, major storm or other natural disaster, the Contractor's sole responsibility shall be to reestablish regular routes and schedules for the Services as soon after the natural disaster as possible. The collection of Residential Solid Waste shall be the highest priority. The collection of debris generated by a natural disaster shall not be the responsibility of the Contractor. Under a separate agreement, the City shall procure collection services for debris generated by a natural disaster. The Contractor agrees to provide reasonable cooperation, at no additional cost to the Contractor unless agreed to by the parties, with the City and the person or entity collecting the debris in the aftermath of a natural disaster in an effort to return the City to its pre-disaster state. The Contractor shall resume its performance of Services as soon as commercially practicable after such storm or disaster.

3.12 Compliance With Law; Permits

The Contractor shall comply with all applicable local, state and federal laws, rules, regulations, ordinances and statutes in the performance of this Agreement; provided, however that this Agreement shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject, and the City agrees to waive the requirements of such ordinances in the event of such a conflict. In the event that the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any such applicable law, ordinance, statute, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Agreement. Contractor shall obtain all applicable permits, licenses and other approvals necessary to perform the Services. Furthermore, Contractor shall comply with House Bill 87 made effective in 2011.

3.13 Delinquent and Closed Accounts

The Contractor shall discontinue the Services at any Residential Premises if directed to do so, in writing, by the City. Upon further written notification by the City, the Contractor shall resume the Services contemplated hereunder on the next regularly scheduled collection day.

Section 4.0 – City Responsibilities

Initiation of Accounts and Billing: The City will be responsible for billing and collecting the Service Fee for the Services rendered by Contractor from all Residential Premises. The City will also be responsible for setting up all new accounts with respect to newly constructed Residential Premises and receiving any necessary information from such new Residential Premises and for referring the owners of such new Residential Premises to the Contractor so that the Contractor can initiate service.

Service Referrals: The City will be responsible for referring to Contractor any service requests by the Customers and/or complaints of which the City becomes aware that are not reported directly to the Contractor.

Compliance With law: The City shall comply with all applicable, state and federal laws, rules, regulations, ordinances, consents, judgments and statutes in the performance of this Agreement.

Section 5.0 – Compensation

5.1 Fees and Payment

5.1.1 Beginning on the Effective Date, for and in consideration of the Services to be performed in accordance with this Agreement, the City will pay the Contractor the Service Fees set forth on Exhibit A attached hereto and incorporated herein as may be adjusted pursuant to the terms of this Agreement. The City shall pay the Service Fees to Contractor by the 30th day of each calendar month for the Services rendered during the previous calendar month. The City shall submit, together with payment, a statement of the Services Fees that the City believes to be due and owing to Contractor for the Services rendered by the Contractor during the previous calendar month (the “Statement of Fees”) based the terms and conditions of this Agreement. Such Statement of Fees shall include the number of Residential Premises receiving the Services. The City shall pay to the Contractor the amounts set forth in the Statement of Fees and otherwise as contemplated hereby. Upon receipt of the Statement of Fees issued by the City, the Contractor shall notify the City of any dispute it may have with respect to the City’s Statement of Fees, provided that the City shall pay all undisputed amounts in accordance with this Agreement. If the parties are unable to settle any such disputes with respect to any Statement of Fees within a commercially reasonable time, then the parties shall submit such dispute to the dispute resolution procedure set forth in Section 10.2.

5.1.2. The City shall submit statements and collect the fees for the Services rendered by Contractor from all Residential Premises, including those accounts which are delinquent. The

Contractor shall be entitled to payment for Services rendered irrespective of whether or not the City collects amounts owed from the Residential Premises.

5.2 Service Fee Adjustments

5.2.1 The Service Fees payable to the Contractor pursuant to this Agreement may be adjusted through a petition to Mayor and Council for approval or denial after the first one-year anniversary date of the Effective Date of this Agreement during the Term hereof, beginning on March 1, 2012, such that the Service Fees for the immediately ensuing twelve (12)-month period shall be increased on the basis of 100% of the increase, if any, in the Consumer Price Index for All Urban Consumers, U.S. City Average, by expenditure category and commodity and service group, Water and Sewer and Trash Collection Services, as published by the U.S. Department of Labor, Bureau of Labor Statistics (the "CPI"), during the immediately preceding twelve-(12) month period. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may then be available so as to carry out the intent of this provision.

5.2.2 The Contractor shall have the right to petition Mayor and Council for approval or denial to receive reimbursement from the City for increases, if any, in the cost of diesel fuel during the Term of this Agreement. Before March 1, 2012 (the "Fuel Adjustment Date"), the Contractor may notify the City in writing of the amount of such reimbursement as calculated pursuant to this Section 5.1 (the "Fuel Adjustment Notice"). Within thirty (30) days after the receipt by the City of the Fuel Adjustment Notice, the City may reimburse the Contractor an amount equal to any increases in the average cost of diesel fuel as reported by the U.S. Department of Energy, Energy Information Administration, www.eia.doe.gov, Lower Atlantic East Lower Atlanta (PADD 1C) No 2 Diesel Ultra Low Sulfur (0-15ppm) Retail Sales by All Sellers (the "Index") during the preceding twelve month period (the "Service Fee Fuel Adjustment") over the Base Cost per Gallon of Diesel Fuel. For purposes of the Service Fee Fuel Adjustment, the Base Cost per Gallon of Diesel Fuel as of the date hereof shall be \$ 2.864. In the event of an increase in the average Base Cost per Gallon of Diesel Fuel as reported by the Index on the Fuel Adjustment Date, Contractor shall certify to the City the number of gallons of diesel fuel consumed by Contractor in the performance of this Agreement during the preceding twelve-month period. The Service Fee Fuel Adjustment shall then be calculated based on such number of gallons of diesel fuel multiplied by the increase, if any, in the average cost per gallon of diesel fuel as reported by the Index over the Base Cost per Gallon of Diesel Fuel.

5.3 Other Service Fee Adjustments

In addition to the adjustments to the Service fees set forth in Section 5.2, the Service Fees may also be adjusted to compensate Contractor with a petition to Mayor and Council to approve or deny due to increases, if any, in the Contractor's costs of disposal of the solid waste collected by Contractor in connection with the Services, including without limitation, due to any increases in transportation cost due to changes in location of the final disposal facility accepting such solid waste. The City agrees that Contractor may also increase rates from time to time, to adjust for

increases in operational costs or expenses incurred by Contractor: (a) as a result of a "Change In Law," whether imposed retroactively or prospectively. A Change In Law means any amendment to, or promulgation of any federal, state, City, city, or local statute, regulation, or ordinance after the date of this Agreement that imposes, changes, modifies, and/or alters requirements upon: (i) performing the Services; (ii) the operation of the applicable disposal facility accepting the solid waste collected pursuant to this Agreement; or (iii) the disposal of Residential Solid Waste and/or Bulky Waste, or which statute, regulation, or ordinance requires the Contractor to seek either an amendment or modification to, or reissuance of any required permits, licenses, certificates of public convenience and necessity, approval or authorization issued by any governmental body entitling the Contractor to perform the Services; (b) due to any new or additional Fees and Taxes imposed after the date hereof. Fees and Taxes means any federal, state, local or other taxes, assessments, fees, host charges, surcharges, or similar charges directly or indirectly related to the Collection Services which are imposed on the Contractor by law, ordinance or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively; and (c) a result of an event of Force Majeure that materially and adversely affects the cost of collection, transportation or disposal of solid waste by Contractor. In addition to the foregoing, the Contractor may be permitted to charge for Non-Curb-side Collection if, during the preceding period, the number of Service Units qualifying for such Collection reached three percent (3%) of Residential Premises.

Section 6.0 - Indemnity

The Contractor will indemnify, defend and hold harmless the City, its elected officials, officers, agents, and employees (the "City Parties") from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, including reasonable attorney's fees ("Damages"), arising out of the negligent act or failure to act of the Contractor its officers, agents, and employees in the Contractor's performance of this Agreement; provided however, nothing herein shall require Contractor to indemnify, defend or hold the City Parties harmless from any such Damages that result from, are due to or arise in connection with the acts of, or any failure to act by, any City Party.

Section 7.0 – 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. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to effect that such insurance has been procured and is in force.

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

COVERAGES

Workers' Compensation
 Employer's Liability
 Bodily Injury Liability

LIMITS OF LIABILITY

Statutory
 \$500,000
 \$500,000 each occurrence

Except Automobile Property Damage Liability	\$1,000,000 aggregate \$500,000 each occurrence
Except Automobile Automobile Bodily Injury Liability	\$500,000 each occurrence \$500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

Section 8.0 – Title to Waste

Title to the Residential Waste to be collected under this Contractor shall pass to the Contractor once it is placed in the vehicle under control of the Contractor; provided however, that the Contractor shall not accept title to waste or materials that are Unacceptable Waste regardless of whether the Unacceptable Waste is loaded in the vehicle or unloaded, and title to such waste shall remain at all times with the generator thereof. The Contractor shall not be required to collect or dispose of Unacceptable Waste set-out by any Residential Premises.

Section 9.0 – Events of Default; Remedies

9.1 Events of Default by Contractor. The following shall constitute events of default on the part of the Contractor except to the extent caused by the occurrence of an event of Force Majeure or the acts of, or failure to act by, the City, its officers, employees, agents or representatives:

9.1.1 Failure by the Contractor to perform any material obligation of the Contractor under the terms of this Agreement, and continuance of such failure after (i) written notice thereof has been provided by the City specifying such failure and requesting that such condition be remedied, and (ii) Contractor’s failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such non-performance within fifteen (15) days after receiving notice from the City (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, Contractor shall not be in default if Contractor commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof); or

9.1.2 The Contractor becomes insolvent or bankrupt and cannot to pay its obligations when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay becomes effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

9.2 Events of Default by City. The following shall constitute events of default on the part of the City, except to the extent excused by the occurrence of an event of Force Majeure or the act of, or failure to act by, the Contractor:

9.2.1 A failure by the City to timely perform any obligation under the terms of this Agreement, and the continuance of such failure after (i) written notice thereof has been provided by the Contractor specifying such failure and requesting that such

condition be remedied, and (ii) City's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such non-performance within fifteen (15) Days after receiving notice from the Contractor (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, the City shall not be in Default if Contractor commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof); provided however, the City shall immediately be in default of this Agreement in the event the City fails to pay any amount owing to Contractor when due, and Contractor shall have no such obligation to provide any notice thereof to the City or to provide the City with such fifteen (15) day period to cure such default; or

9.2.2. The City becomes insolvent or bankrupt and cannot to pay its obligations when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay becomes effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

9.3. Remedies Upon an Event of Default

9.3.1 If a party is in default pursuant to this Section 9, then, at the option of the non-defaulting party, this Agreement may be immediately terminated or suspended upon written notice to the defaulting party as contemplated by this Section 9, or this Agreement may be continued in force and the non-defaulting party shall have the right to take whatever action at law or in equity deemed necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement, or to enforce performance of any covenant or obligation of the defaulting party under this Agreement; provided however, notwithstanding any alleged default by Contractor, or the election of any remedy by City in the event of such default by Contractor, City agrees to pay the Service Fees due and owing to Contractor for all Services rendered in accordance with this Agreement.

9.3.2. The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either party may have under this Agreement, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law. Any rights of the Contractor not expressly granted in this Agreement are reserved by Contractor. Any rights of City not expressly granted in this Agreement are reserved by the City.

9.3.3 The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of such party thereafter to enforce the same. Nor shall waiver by either party of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself. Further, each party agrees that the Contractor would be irreparably damaged if any provisions of this Agreement were not performed in accordance with its specific terms or was otherwise breached by the City. Therefore, the parties agree that the Contractor shall be entitled to an injunction or injunctions, without being required to post any form of bond, to prevent breaches of

this Agreement or any of its provisions by the City and to specifically enforce this Agreement or any of its terms and provisions, in addition to any other remedy to which the Contractor may be entitled, at law or in equity.

9.3.4 In addition to the forgoing and any other rights or remedies that Contractor may have pursuant to this Agreement or at law or in equity, in the event the City fails to make any payment to Contractor when due as required by the provisions of this Agreement, the City shall immediately provide Contractor with a complete list of all Residential Premises and any other person or entity receiving collection Services by Contractor as provided for hereunder, such list to include such information as Contractor deems necessary. The City expressly acknowledges and agrees that in such an event of default by City, Contractor shall have the right, but not the obligation, without any further action by the parties hereto, to bill such Residential Premises and any other person or entity directly for the collection Services rendered by Contractor, to terminate or suspend any collection Services immediately upon nonpayment by such Residential Premises and to pursue any rights and remedies available to Contractor at law or in equity as a result of such nonpayment.

9.4 Force Majeure.

In the event either party is rendered unable, in whole or in part, to perform its obligations hereunder due to an event of Force Majeure, it shall notify the other party of such event and the obligations of such party may be suspended during the continuation of any inability so caused by such event of Force Majeure. Neither party shall be liable in any manner, and neither party shall be considered in default hereunder, for any failure to perform its respective obligations under this Agreement if such failure to perform is due to an event of Force Majeure.

Section 10.0 – Miscellaneous Provisions

10.1 Notice. Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by a nationally recognized overnight delivery service, or certified mail, postage prepaid as follows:

As to the City:

City Manager_
3644 Highway 42
Locust Grove, Georgia 30248

Phone: 770.957.5043

With a copy to
Smith Welch Webb & White
P.O. Box 10
McDonough, Georgia 30253
Attn: Andrew J. Welch, III
Phone: 770.957.3937

As to Contractor:

Advanced Disposal
8880 Old Federal Road
Ballground, Georgia 30107
Attn: AREA PRESIDENT

Notices shall be effective upon delivery at the address as specified above. Changes in the respective addresses to which such notice is to be directed, may be made from time to time by written notice.

10.2 Dispute Resolution, Choice of Law; Attorney's Fees

(a) Before either party may take any legal action against the other to enforce the terms and conditions of this Agreement, the party seeking redress must first present all claims to be litigated before a mediator for mediation. If a mediator cannot be agreed upon by the parties to this Agreement, the mediator shall be selected by the presiding judge of Henry County's Superior Court. The petition for mediation shall be provided to the other party to this Agreement in the manner provided for notices in this Agreement. Mediation shall be completed within sixty (60) days from the date a mediator is selected. The cost of the mediator shall be divided equally between the parties. The parties shall participate in mediation in good faith. As a jurisdictional prerequisite, the completion of mediation or the passage of sixty (60) days after selection of a mediator must occur before either party may file suit to enforce any provision of this Agreement.

(b) 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 parties hereby consent to the personal jurisdiction of the state and federal courts within Henry County, for the adjudication of all matters relating to, or arising under, this Agreement..

(c) 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 prevailing party agrees to pay all costs expended by the other party, including reasonable attorney fees.

10.3 Independent Contractor

Contractor, in the performance of this Agreement, is acting as an independent contractor and not as an employee, agent, partner or joint venturer of City, and neither party shall not hold itself out as such or knowingly permit another to rely on such belief. Nothing in this Agreement is intended or shall be construed to create any association, partnership, joint venture or employment relationship between the parties, nor shall City have any right to enter into any agreement or commitment on behalf of Contractor or to bind Contractor in any respect whatsoever. Contractor's personnel shall not be considered employees of the City by reason of their performance of the Services or other work or services contemplated by this Agreement and Contractor shall bear sole responsibility for all payroll and employment taxes relating to Contractor's personnel.

10.4 Entire Agreement; Binding Agreement

This instrument 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 instrument shall be of no force or effect and this Agreement may not be amended or modified except by a subsequent modification in writing signed by the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the Contractor, the City and their respective successors and assigns, subject, however, to the limitations contained in this Agreement.

10.5 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. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. 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.

10.6 No Waiver.

Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

10.7 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.

10.8 Assignment

No assignment or transfer of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the City, such consent not to be unreasonably withheld or delayed; provided however, the Contractor may assign or transfer this Agreement to an affiliate with the consent of the City.

10.9 Counterparts

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

10.10 Representations. The City represents and warrants to Contractor and covenants and agrees as follows:

(a) The parties signing this Agreement on behalf of the City have been authorized to do so by specific action of Mayor and Council adopted the 20th day of February, 2012 in open meeting and of record in its official minutes.

(b) The City validly exists as a political subdivision under the laws of the State of GEORGIA. The City has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The City's MAYOR has duly authorized the execution and delivery of this Agreement and the City's performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation of the City, enforceable in accordance with its terms. Without limiting the generality of any of the foregoing, the City has provided all public notices and held all public meetings, hearings, and the like required by applicable law, rule, regulation or ordinance in connection with the City's and execution of this Agreement.

(c) No consents or approvals are needed for the entering into or performance of this Agreement by the City. Neither the entering into nor the performance of this Agreement by the City will result in a violation of or be in conflict with any statute, rule, regulation, ordinance, agreement, instrument, judgment, decree, or order to which the City is a party or by which the City or its assets is bound. This Agreement is in accordance with the HENRY COUNTY local Solid Waste Management Plan.

(d) There is no action, suit, judgment, consent order or investigation or proceeding pending or, to the best of the City's knowledge and belief, threatened, relating to this Agreement. The City will notify Contractor promptly if any such action, suit, investigation or proceeding is instituted or threatened. In connection with the execution, delivery and performance of this Agreement, the City is in compliance with all applicable federal, state and local laws, rules, regulations, orders, ordinances, judgments permits, licenses, approvals, and variances, and the City has not received any notice of any complaint or violation of any of the foregoing. The City will notify the Contractor promptly upon receipt of any complaint or notice of non-compliance with any of the foregoing.

(e) The representations and warranties of the City are true and correct in all material respects at and as of the Effective Date and continuing during the Term of this Agreement.

EXHIBIT A
Service Fees March 1, 2010-February 28, 2011

Service Provided	Monthly Rate
Residential Service	
1 95 gallon cart	\$8.87
2 95 gallon carts	\$12.60
Back door service for disabled	No extra charge
 Commercial Service	
1 95 gallon cart	\$8.87
2 95 gallon carts	\$12.60
3 95 gallon carts	\$16.80
4 or more 95 gallon carts	\$21.00
Churches	\$8.87
 Services for City	
40 carts or equivalent cubic yards in front end load dumpster service for City use	No charge
 Curbside residential requested pick up of bulky items and yard waste on a Saturday up to four times a year for City-wide Clean ups	No charge
 Roll off containers for Solid Waste	No rental charge
Five ton maximum	No charge
On call service	\$225 per haul
Over five tons charge	\$40 per ton
 One thirty yard compactor for Solid Waste	No rental charge
Five ton maximum	No charge
On call service	\$225 per haul
Over five tons charge	\$40 per ton
 Roll off containers for MSW recycling	No rent
If contaminated with garbage there will be a \$225 haul charge	No haul charge
 Roll off containers for Metals recycling	No rent
On call service	\$225 per haul
 Two 2 yard front end load dumpsters for wastewater treatment plant grit	\$20 per pick up



JR/OK
✓

December 9, 2013

Mr. Tim Young
City of Locust Grove
3644 Highway 42
Locust Grove, GA 30248

Dear Mr. Young:

As a result of Mayor and Council's decision to renew the solid waste contract on December 16, 2013 as per our contractual arrangements under Section 2.4, please see the attached fee structure (Exhibit A) for the ensuing two year period. Thank you for your consideration in this matter and we will continue to deliver the highest possible level of customer service the City desires and deserves. For your consideration, I have attached an addendum if your Mayor's signature.

Sincerely,



Steve Edwards
Advanced Disposal Services
sedwards@advanceddisposal.com
www.advanceddisposal.com
Cell (770) 560-4025

EXHIBIT A
Service Fees March 1, 2014 - February 28, 2015

Service Provided	Monthly Rate
Residential Garbage Service with Bulk Waste Service Once per week	
1 95 gallon cart	\$8.87
2 95 gallon carts	\$12.60
Back door service for disabled	No extra charge
Commercial Service	
1 95 gallon cart	\$8.87
2 95 gallon carts	\$12.60
3 95 gallon carts	\$16.80
4 or more 95 gallon carts	\$21.00
Churches	\$8.87
Services for City	
40 carts or equivalent cubic yards in front end load dumpster service for City use	No charge
Roll off containers for Solid Waste	
Five ton maximum	No rental charge
On call service	No charge
Over five tons charge	\$225 per haul \$40 per ton
One thirty yard compactor for Solid Waste	
Five ton maximum	No rental charge
On call service	No charge
Over five tons charge	\$225 per haul \$40 per ton
Roll off containers for MSW recycling	
If contaminated with garbage there will be a \$225 haul charge	No rent No haul charge
Roll off containers for Metals recycling	
On call service	No rent \$225 per haul
Two 2 yard front end load dumpsters wastewater treatment plant grit	\$20 per pick up for

Addendum Number one to the Residential Solid Waste Collection Services Contract between the City of Locust Grove and Advanced Disposal Services Atlanta, LLC

WHEREAS, at the December 16, 2013 Mayor and Council meeting, the City of Locust Grove and Advanced Disposal agreed to amend the Agreement made and entered into on February 20, 2012 to renew the terms of the Agreement to from March 1, 2014 to February 28, 2016 and Advanced Disposal agreed to the Attached Fee Structure in Exhibit A hereto attached.

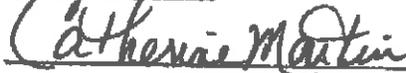
NOW THEREFORE, in consideration of the mutual covenants and the Agreement herein set forth, the City of Locust Grove and Advanced Disposal hereby agree to the terms of this First Amendment as follows:

1. The recitals set forth above are true and correct.
2. Except as amended hereby, the Exclusive Agreement and Addendums, remains in full force and effect.

Signed, sealed and delivered. In the presence of:
City of Locust Grove



Unofficial Witness



Notary Public, Georgia, My Commission Expires:

Signed, sealed and delivered. In the presence of:

Advanced Disposal Services

Unofficial Witness

Notary Public, Georgia, My Commission Expires:

By: 

Mayor

Attest: 

Notary Public, Bulloch County Georgia
My Commission Expires Jan. 22, 2017


City Clerk

By: _____

COO

Attest: _____



Advanced Disposal

ADVANCED DISPOSAL
ATLANTA SOUTH - Q6
8880 OLD FEDERAL RD
BALL GROUND GA 30107

Pay By Phone: 1-877-720-1583
Phone PIN: 1180108620000

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.

Should you have questions about charges, please see the back of this invoice, call your service representative or go to www.AdvancedDisposal.com.

RETURN SERVICE REQUESTED

000612 000000186



CITY OF LOCUST GROVE
3644 HIGHWAY 42
LOCUST GROVE GA 30248-3632



Account Information	
Account Number	Q6010862
Site Number	0000
Invoice Date	November 30, 2015
Invoice Number	Q60000945588
Account Summary	
Previous Balance	\$18,352.03
Payments/Adjustments	-\$17,376.33
Current Invoice Amount	\$17,358.59
Amount Due \$18,334.29	
Due Date Upon Receipt	
Invoice Breakdown	
Current	\$17,358.59
30 days - past due	\$0.00
60 days - past due	\$487.85
90 days - past due	\$487.85
It's easy being Green...sign up for ebill and auto pay at http://www.AdvancedDisposal.com/billpay	
Contact Us	
(770) 775-1001	
GreaterAtlanta@AdvancedDisposal.com	

Previous Balance		\$18,352.03
11/13/15 Lockbox Automated		
Payments and Adjustments	-\$17,376.33	
		-\$17,376.33

CITY OF LOCUST GROVE (0001)
3644 HWY 42 LOCUST GROVE, GA

Date	Description	Reference	Qty	Unit Price	Amount
1100.00	0.50YD:RESI W/ CART (001)				
11/30/15	Monthly Service		1.00	16,870.74	16,870.74
	Billing:				
	11/01/15-11/30/15				
	SITE TOTAL				16,870.74

CITY OF LOCUST GROVE (0002)
3644 HWY 42 LOCUST GROVE, GA

Date	Description	Reference	Qty	Unit Price	Amount
\$35.00	0.50YD:RESI W/ CART (001)				
11/30/15	55 units @ \$8.87 Ea: 11/01/15-11/30/15		1.00	487.85	487.85
	SITE TOTAL				487.85

Current Charges		\$17,358.59
Amount Due		\$18,334.29

CHECK PAID
CASH

DEC 07 2015

018863

City of Locust Grove

Q6151202.001.bt-1223-000000186

MERRY EVERYTHING AND HAPPY ALWAYS!

Advanced Disposal wishes your family a safe and joyous season.

If you have questions about your holiday service schedule, be sure to check your local facility's page at AdvancedDisposal.com for more information since collection schedules will vary across service areas and government contracts.

Be sure to sign up for service alerts and stay up-to-date on schedule changes in your area: www.AdvancedDisposal.com/ServiceAlertSignUp.





CITY OF LOCUST GROVE

P. O. Box 900 • Locust Grove, Georgia 30248-0900
Telephone (770) 957-5043 Fax: (770) 954-1223

MAYOR
Robert Price

COUNCIL
Vernon Ashe
Keith Boone
Samuel Brown
Otis Hammock
James Rosser
Frances Ward

CITY MANAGER
Tim Young

CITY CLERK
Tracey Sullivan

Advanced Disposal Services, Inc
120 Rodeo Drive
Jackson, GA 30233
Attn: Katrina
fax: 770-775-6945

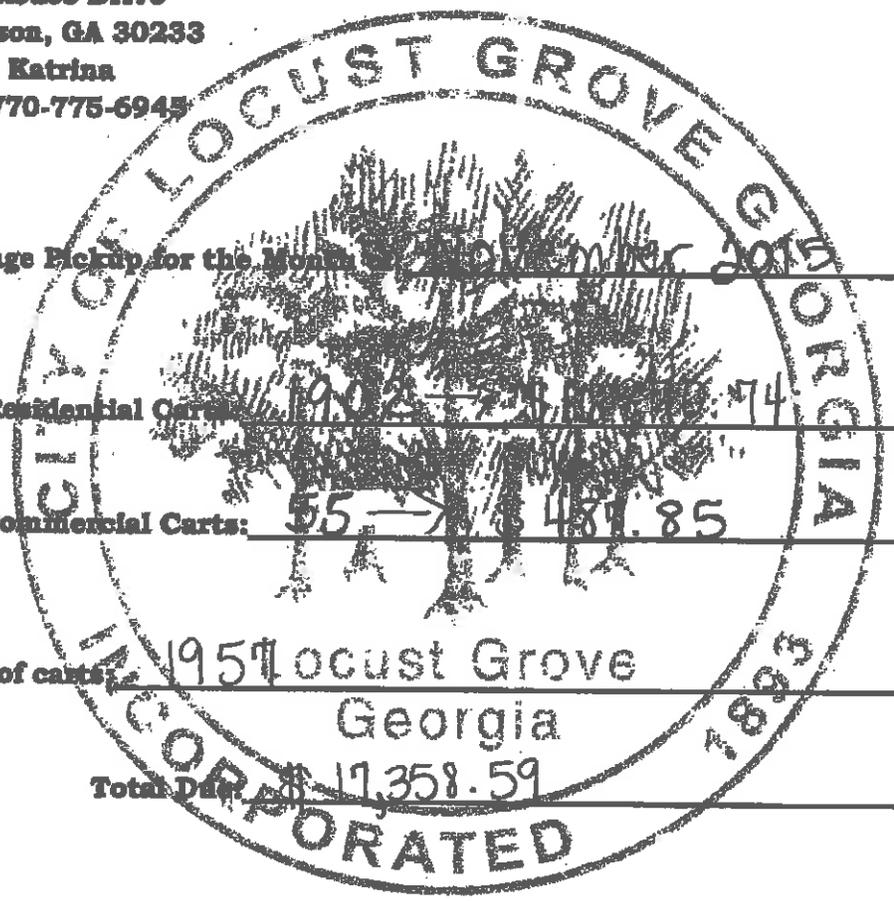
Garbage Pickup for the Month of November 2015

of Residential Carts: 1902 → 21,100.74

of Commercial Carts: 55 → 489.85

Total of carts: 1957 Locust Grove Georgia

Total Due: \$ 17,358.59



... in The Grove