

5.1 Description of the County

5.1.1 Background

Elbert County is located on the eastern edge of the planning area, on the border of South Carolina. The County covers approximately 375 square miles. The county has two municipalities, Elberton, the County seat, and Bowman.

5.1.2 Population

The most recent population figures from the 2000 U.S. Census show the County population to be 20,511. Table 5-1 shows the 2000 population, by census zone. The County is experiencing a relatively small amount of growth. The 2004 population is estimated to be 21,378.

Table 5-1
Elbert County and Census Zone Population

City	Population
Bowman CCD, Elbert County, Georgia	3,366
Coldwater Creek CCD, Elbert County, Georgia	2,788
Elberton CCD, Elbert County, Georgia	14,357
Total	20,511

Source: 2000, U.S. Census

5.1.2.1 Seasonal Population Changes

The County does not experience any significant seasonal changes in population.

5.1.2.2 Number of Households

The total number of households in the County planning area is 9,136. Table 5-2 shows the number of single and multi-family households in the planning area from the 2000 U.S. Census.

Table 5-2
Housing Units, Elbert County

Type	Amount
Single Family Housing	5,870
Multi-Family Housing	3,266
Total	9,136

Source: 2000, U.S. Census

5.1.3 Economic Activity

As identified by the Georgia Department of Labor (2002) Table 5-3 indicates for the County the number of businesses and number of employees for each sector identified by NAISC code.

Table 5-3
Elbert County Employment by NAICS Category

ELBERT COUNTY		
Industry	Number of Firms	Number of Employees
Goods Producing	197	3,095
Agriculture, forestry, & fishing	4	53
Mining	21	147
Construction	51	183
Manufacturing	120	2,713
Food Manufacturing	2	200
Beverage & tobacco mfg	*	*
Textile mills	*	*
Textile product mills	0	0
Apparel Manufacturing	*	*
Leather & allied product mfg		
Wood product Manufacturing	*	*
Paper Manufacturing	0	0
Printing and related activities	*	*
Petroleum and coal products mfg	*	*
Chemical Manufacturing	0	0
Plastics & rubber products mfg	*	*
Nonmetallic mineral product mfg	94	1,303
Primary metal Manufacturing	*	*

ELBERT COUNTY		
Industry	Number of Firms	Number of Employees
Fabricated metal product mfg	6	94
Machinery Manufacturing	3	10
Computer & electronic product mfg	0	0
Electrical equipment/appliance	0	0
Transportation equipment	*	*
Furniture and related product mfg	*	*
Miscellaneous mfg industries	*	*
Service Producing	324	2,637
Wholesale trade	65	551
Retail trade	75	676
Transportation and warehousing	15	104
Utilities	*	*
Information	5	43
Finance and insurance	27	181
Real estate and rental and leasing	10	31
Professional, scientific/tech svcs	26	94
Management: companies/enterprises	3	39
Administrative and waste svcs	10	39
Educational services	0	0
Health care and social services	27	387
Arts, entertainment and recreation	*	*
Accommodation and food services	30	385
Other services (except government)	29	87
Unclassified - industry not assigned	6	25
Total - Private Sector	526	5,758
Total - Government	43	1,743
Federal government	11	162
State government	15	177
Local government	17	1,404

5.2 Waste Disposal Stream Analysis

5.2.1 Inventory of Waste Disposed

The Georgia Division of Environmental Protection collects data from waste disposal facilities throughout the State, including the amount of waste disposed from each City or County. Tonnages from the fourth quarter 2002 through the third quarter of 2003, the last four quarters for which data was reported for Elbert County, show that a total of 315 tons of waste was disposed in construction and demolition landfills and 12,632 tons was disposed in municipal solid waste (MSW) landfills. This results in an average of 3.35 pounds per capita per day, less than the State average. It is assumed that the per capita disposal rate is less than the State average both because waste is transported across the Elbert County border into South Carolina (where it is unaccounted for in EPD's data) and because of illegal disposal in this rural county.

Table 5-4 shows the results of an analysis that breaks down, by sector, the waste disposed in MSW and C and D landfills from Elbert County. A telephone survey of landfills in the State of Georgia, conducted by R.W. Beck, Inc., suggests that of the waste delivered to MSW landfills, 66.6 percent is MSW (generated by the commercial or residential sector), 12.3 percent is construction and demolition debris, 14 percent is industrial, and 7.1 percent is sludge or biosolids. These percentages were allocated to the amount of waste disposed of in MSW landfills from Elbert County and its municipalities.

Table 5-4
Waste Disposed by Sector (4Q 2002 through 3Q 2003)
Elbert County

Sector	Tons to MSW Landfill	Tons to C&D Landfill	Total Tons
Residential	4,961		4,961
Commercial	3,451		3,451
Industrial	1,768		1,768
C&D	1,554	314	1,868
Sludge/Biosolids	897		897
TOTAL	12,631	314	12,945

To break down the MSW portion of the amount disposed in MSW landfills by residential and commercial generators, preliminary results from the first season of sampling for the Georgia Department of Community Affairs (DCA) waste composition study were used. Results from 120 samples taken from three landfills in the State indicated that approximately 32 percent of the waste stream comes from commercial generators and 46 percent comes from residential generators. The remaining 22 percent was in transfer trailers and thus the source was not identifiable.

For purposes of this analysis, it is assumed that the waste in the transfer trailers has the same residential/commercial split as the rest of the MSW delivered to the MSW landfills.

5.2.1.1 Waste Characterization

Preliminary analysis of waste characterization from the DCA sampling study shows the percentage of each type of material in the commercial and residential waste disposed of in an MSW landfill, shown in Table 5-5. These results suggest that 63 percent of the residential and commercial waste disposed of in Elbert County is paper or organic material. Once the waste characterization study is complete, these percentages can be revised to be more specific to the northeast Georgia region.

Table 5-5
Projected Characterization of MSW Disposed from Elbert County¹

Material	Average
Newspaper	4.9%
Corrugated Cardboard	9.6%
Office	2.5%
Magazine/Glossy	3.0%
Paperboard	3.9%
Mixed (Other Recyclable)	3.3%
Other (Non-recyclable)	10.0%
Total Paper	37.2%
#1 PET Bottles	1.7%
#2 HDPE Bottles	1.2%
#3-#7 Bottles	0.3%
Expanded Polystyrene	1.6%
Film Plastic	8.1%
Other Rigid Plastic	3.9%
Total Plastic	16.9%
Clear	2.0%
Green	0.5%
Amber	1.6%
Other	0.5%
Total Glass	4.6%

Material	Average
Steel Cans	1.9%
Aluminum Cans	1.0%
Other Ferrous	2.9%
Other Non-Ferrous	0.8%
Total Metal	6.6%
Yard Waste	1.5%
Wood (non-C&D)	2.1%
Food Waste	11.9%
Textiles	3.8%
Diapers	2.7%
Fines	3.3%
Other Organics	0.8%
Total Organics	26.0%
Drywall	0.2%
Wood	3.1%
Inerts	0.2%
Carpet	1.4%
Other C&D	1.0%
Total C&D	5.9%
Televisions	0.1%
Computers	0.1%
Other Electronics	1.3%
Tires	0.3%
HHW	0.2%
Other Inorganics	0.9%
Total Inorganics	2.8%
Total	100.0%

¹ Based on sampling data from Georgia Waste Characterization, Fall 2003

5.2.1.2 Unique Conditions and/or Seasonal Variations

Elbert County knows of no unique conditions or seasonal variations that will dramatically change the amount of waste projected for Barrow County.

5.2.1.3 Waste Generating Disasters

Without knowing the type and degree of an unanticipated disaster, Elbert County can not project the amount or type of waste that would need to be managed. However, any additional yard trimmings that would need to be disposed would be delivered to an inert landfill by the County's contract hauler. Any additional MSW would be temporarily stockpiled at a designated location within the County until it could be delivered for disposal.

5.2.2 Projections of Waste to be Disposed

Table 5-6 shows waste projections based on the estimated per capita waste disposed in the most recent year for which data are available. In Elbert County, an estimated .626 tons were disposed of per capita per year, approximately .611 tons per capita per year in MSW landfills. If this per capita disposal rate were to remain the same, it is estimated that 76,421 tons per year would be disposed by the end of the planning period.

Table 5-6
Waste Disposal Projections at Current Per Capita Disposal Rate
Elbert County

Estimated Per Capita Disposed	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Population	21,978	21,743	22,114	22,491	22,875	23,265	23,840	24,247	24,660	25,081
Tons	13,392	13,620	13,853	14,089	14,329	14,574	14,934	15,189	15,448	15,712

5.2.2.1 Per Capita MSW Disposal Reduction Goal

In 1991, the Northeast Georgia Regional Solid Waste Management Plan projected that .70 tons per capita per year were being disposed from Elbert County. Although these are the best historical data available, it is important to recognize that tonnage data, especially from 1991 when most landfills in the State did not have scales, are estimates. Using this estimate and the 2003 data provided by EPD (which also is unsubstantiated as it depends on reports from landfills across the State about the source of waste), the per capita disposal rate declined by approximately 12.7 percent between 1991 and 2003. If the County continues to pursue the 25 percent reduction goal based on 1991 per capita disposal rates, the goal would be a per capita disposal rate of .525 tons per person per year, or 13,168 tons disposed in 2013.

5.3 Waste Reduction Element

5.3.1 Inventory of Waste Reduction Programs

This section provides detailed information on Elbert County's existing waste reduction programs that target the residential, commercial/institutional, industrial, construction and demolition, and yard trimming sectors and waste streams.

5.3.1.1 Source Reduction Programs

Elbert County promotes source reduction through public education initiatives that are detailed in the Education and Public Involvement section of this Plan.

5.3.1.2 Recycling

There are three main recycling programs within Elbert County. These programs serve both residential and commercial customers and are operated by Elbert County, the City of Elberton, and the 4-H Program.

Elbert County operates 10 manned drop-off centers throughout the County including one located in the City of Bowman. The drop-off sites accept newspaper, magazines, corrugated cardboard, glass, metal, and plastic from both residential and commercial customers. The City of Elberton provides once-a-week curbside recycling collection for city residents. Elberton currently recycles cardboard, newspapers, magazines, aluminum, metals, steel cans, and glass (green, brown, clear), plastics (PET and milk jugs) and office waste.

Recycling processing operations consist of hand separation and a baler located at the Public Works Department on North McIntosh Street. Cardboard and newspaper are baled; the baler capacity is up to 1,200 pounds. The goal is for a county-wide recycling program with possible relocation of the operation/processing facility to a larger area. Table 5-7 and 5-8 describe the recycling programs and facilities operating in the County.

Table 5-7
Recycling Programs in Elbert County (2003)

Type of Program	Jurisdictions	Population Served	Operated by:	Materials Accepted
Curbside Recycling	City of Elberton	4,743	City of Elberton	Cardboard
				Newspapers/Magazines
				Aluminum
				Steel Cans
				Plastics (PET and Milk Jugs)
				Glass
				Office Waste
Drop-Off Centers	Elbert County including Cities of Elberton and Bowman	21,500	Elbert County	Newspaper/Magazines
				Corrugated
				Glass Bottles
				Metal
				Plastic

Table 5-8
Recycling Facilities

Facility Name	Facility Type	Owner/Operator	Jurisdictions Served	Sectors Served	Materials Accepted	Tons Processed (2003)
Elbert County Recycling Processing Operation	Transfer Station	Elbert County	Elbert County	Residential and Commercial	Newspaper, cardboard, glass, aluminum, plastic, steel cans	14,508
Elberton Recycling Facility	Recycling Facility	City of Elberton	City of Elberton	Residential	Newspaper, cardboard, glass, aluminum, plastic, steel cans	N/A

5.3.2 Yard Trimmings Programs and Facilities

Yard waste and untreated wood are accepted at the County's MSW transfer station. The material is then ground and made available to the public, as well as used for erosion control. Table 5-9 describes this grinding program

Table 5-9
Yard Trimmings Programs (2003)

Program	Owner/Operator	Jurisdictions Served	Sector Served*	Materials Accepted	Quantity	Program Maximum Capacity	Final Disposition
Leaf and Limb Grinding	Elbert County	Elbert County	Residential	Yard trimmings and untreated wood	272.68	1000 cu yds	Ground material is made available to the public and used for erosion control

Source: Elbert County Solid Waste Department

5.3.3 Items Requiring Special Handling

The Elbert County transfer station accepts tires and white goods from both County residents and residents of Bowman. These are then processed by end users. The City of Elberton accepts lead acid batteries and white goods at their recycling center. These programs are shown in Table 5-10.

Table 5-10
Management of Special Materials

Material	Targeted Sector(s) ¹	Management Strategy	Final Disposition of Material(s)
Lead Acid Batteries	R, C	Local businesses and the landfill	Recycled by certified processor
White Goods	R, C	Elbert County transfer station and 10 Recycling Centers	Processed by end users
Tires	R, C	Elbert County transfer station and tire stores	Processed by end users

¹ R= Residential, I=Industrial, C=Commercial, CD= C&D

Source: Elbert County Solid Waste Department

5.3.4 Assessment of Waste Reduction Programs

Elbert County, and its municipalities, offers waste reduction and recycling opportunities to all its residents. The processing facility at the Public Works Department enables Elbert County to process and store recovered materials for

market. The County is considering expansion of this operation. Based on the information reported in the Waste Disposal Stream Analysis, results indicate that 63 percent of the waste disposed in landfills sampled in Georgia is paper or organic waste. These results would indicate the County might want to consider stepping up efforts to promote awareness of the County's existing paper and organic recycling opportunities to increase diversion rates for these materials.

5.3.5 Needs and Goals

Based on the inventory and assessment, adequacy of current programs and other programmatic options, including costs, Elbert County has developed the following waste reduction needs and goals:

- Ensure that the County continues to pursue the State's 25% reduction in the amount of solid waste received at disposal facilities;
- Increase education and awareness of recycling programs and opportunities for paper and organic waste materials; and
- Sustain waste reduction programs for the next 10 years.

5.4 Collection Element

5.4.1 Inventory of Existing Collection Programs

Elbert County does not offer collection service. The County operates staffed convenience centers at locations throughout the County. The Cities of Elberton and Bowman both offer once a week curbside collection through City owned collection programs. The County also owns and operates a transfer station. Tables 5-11 and 5-12 indicate the haulers and programs operating in the County.

**Table 5-11
Haulers Operating in Planning Area**

Hauler Name	Sector Served	Jurisdiction(s) Served	Arrangement
United Waste	Elbert County Transfer Station	Elbert County	Contract with the County
City of Bowman	Residential, Commercial	City of Bowman	City of Bowman provides collection
City of Elberton	Residential, Commercial	City of Elberton	City of Elberton provides collection
Waste Management	Commercial roll off	Elbert County	Businesses contract with WM
WastePro	Commercial roll off	Elbert County	Businesses contract with WP
Mullinex Construction	Commercial roll off	Elbert County	Businesses contract with MC
Grady's Disposal	Commercial roll off	Elbert County	Businesses contract with GD

**Table 5-12
Inventory of Collection Programs**

Type	Collector	Program Description	Jurisdictions Served	Sectors Served ¹	Number of Households/Businesses served, if available ²	Contractual Arrangements
Curbside Collection	City of Bowman	Weekly curbside collection of garbage, recyclables.	City of Bowman	R, C	350 HH	City has an exclusive arrangement for collection
Curbside Collection	City of Elberton	Weekly curbside collection of garbage, recyclables.	City of Elberton	R, C	2000 HH	City has an exclusive arrangement for collection
Staffed Drop-off	Elbert County	Open 6 days a week for residential garbage and recyclables.	Elbert County	R	5,700 HH	Drop off is available to all county residents

¹ R= Residential, I=Institutional, C= Commercial, CD= C&D

² Private haulers may not be willing to provide this information.

Source: Elbert County Solid Waste Department

5.4.1.1 Contingency Strategy

In the event of a natural disaster or other major event that would disrupt collection, the County has an open area designated at the County facility where excess waste could be stockpiled until it could be processed at the transfer station. When the transfer station was able to process the additional waste, it would operate as needed until finished. The transfer station is currently operating at 40 percent of its total operating capacity, so it would take a significant disaster or event to disrupt operations.

5.4.2 Assessment of Collection Programs

Collection programs in Elbert County are sufficient to meet the demands of residents and businesses. Because the County is relatively rural, at-the-source county wide collection is not a priority at this time. The more populated areas of Bowman and Elberton receive curbside collection. The staffed convenience centers help to encourage proper collection and disposal of solid waste.

5.4.3 Inventory of Illegal Dumping/Littering

Illegal dumping is a moderate problem in Elbert County but not a significant problem. Code enforcement has been sufficient thus far in keeping illegal dumping under control.

5.4.4 Assessment of Programs to Address Illegal Disposal

Due to the infrequency of illegal dumping in Elbert County, it appears that the County's code enforcement program is sufficient to keep illegal dumping under control.

5.4.5 Needs and Goals

Elbert County's goal for collection is to ensure efficient and effective collection of solid waste in the region over the next ten years.

5.5 Disposal Element

5.5.1 Inventory of Solid Waste Disposal Facilities

There are no permitted disposal facilities located in Elbert County.

Elbert County operates convenience centers for collection of solid waste and has a contract in place to have waste hauled to a privately owned landfill, Republic Waste's Oak Grove landfill in Barrow County. Elbert County municipalities fall under the same contract since they use the county transfer station. A minor amount of waste from the County is delivered to Chambers R&B and Pine Bluff landfills. Most of the construction and demolition debris in the County is disposed of at Oglethorpe County's C&D landfill. A small amount, primarily from the City of Elberton is disposed of at the US-78 landfill in Walton County. Table 5-13 indicates the landfills where Elbert County waste is likely to continue to be disposed in the planning period.

Table 5-13
Inventory of Disposal Facilities and Thermal Treatment Technologies to be Used During the Planning Period (2004 – 2013)

Facility Name	Jurisdiction(s) Using Facility	Physical Address	Owner/ Operator	Facility Type	Types of Waste Accepted	Year Expected to Reach Capacity
Oak Grove Landfill	Elbert County	Off SR 324 3 mi SW of Winder	Republic Waste	MSWL	MSW	11/1/2008
Banks County R&B Chambers Landfill	Elbert County	705 Frank Bennett Road Homer, GA	Waste Management	MSWL	MSW	5/21/2040
Cherokee County Pine Bluff Landfill	Elbert County	E Cherokee Dr Between SRRr5 & SRRr20 Canton, GA	USA Waste, Inc.	MSWL	MSW	1/1/2059

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Facility Name	Jurisdiction(s) Using Facility	Physical Address	Owner/ Operator	Facility Type	Types of Waste Accepted	Year Expected to Reach Capacity
Oglethorpe County C&D Landfill	Elbert County	US 78 One Mile NE Of Crawford	Oglethorpe County	C&D	C&D	2014
US 78 Construction and Demolition Landfill	Elbert County		Walton County	C&D	C&D	6/3/2049

5.5.1.1 Assurance of 10-Year Capacity

Elbert County's agreement with Republic Waste Management Company, included at the end of this Section, is valid until February of 2010 with the annual renewal option for ten one-year terms. This agreement requires Republic to identify where Elbert County's waste will be disposed. This is likely to be the Oak Grove landfill until it is projected to close at the end of 2008, as shown in Table 5-14. After 2008, the contractor will be responsible for securing a disposal location for waste from Elbert County's transfer station.

Table 5-14
Disposal Capacity Assurance Summary (2004-2013)

Elbert County	Year 1 (2004)	Year 2 (2005)	Year 3 (2006)	Year 4 (2007)	Year 5 (2008)	Year 6 (2009)	Year 7 (2010)	Year 8 (2011)	Year 9 (2012)	Year 10 (2013)
Amount of Waste	13,392	13,620	13,853	14,089	14,329	14,574	14,934	15,189	15,448	15,712
Amount to Oak Grove ¹	13,066	13,289	13,516	13,747	13,981					
Amount of Landfill Identified by Contractor						14,220	14,571	14,820	15,072	15,330
Oglethorpe County C&D	326	331	337	343	348	354	363	369	376	382

¹ This assumes are projected MSW will be delivered to Oak Grove. In actuality, private haulers in the County are likely to deliver some waste to other landfills in the area.

5.5.1.2 Contingency Strategy

In the event of a natural disaster or other major event that would disrupt disposal efforts, the County's contract would direct waste to one of the contracted hauler's multiple landfills. It would take approximately three to five days to implement an alternate disposal strategy.

5.5.2 Assessment of Disposal

The population of Elbert County is experiencing very little growth so it is reasonable to assume that the County's current disposal programs and operations should be adequate for meeting the County's needs during the 10-year planning period.

5.5.3 Statement of Needs and Goals

Elbert County's goal is to ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.

5.6 Education and Public Involvement Element

5.6.1 Inventory of Public Education and Involvement

Elbert County promotes recycling through the public school system and civic organizations. The County also operates an information center and environmental education lab that was paid for with grants funds. This information center and environmental lab is a destination for school or civic groups interested in learning more about recycling and environmental issues. Table 5-15 describes the public education and involvement activities in the County.

Table 5-15
Existing Environmental Education Initiatives

Program/Activity	Jurisdictions Covered	Operated by	Target Audience	Number of Participants per Year	Description of Impact
Info Center and Environmental Lab	Elbert County	Elbert County	School, civic groups, residents	N/A	Educate public about recycling and environmental issues
School Program	Elbert County	Elbert County	School students	N/A	Promotes recycling

5.6.2 Assessment of Public Education and Involvement

Because Elbert County is more rural than many of the counties in the region, its public education and involvement program is less extensive. The County could benefit from some of the public education resources available in the region and the State.

5.6.3 Statement of Needs and Goals

Elbert County's goal with regard to public education and involvement is to ensure that residents and businesses in the region understand the issues, needs, and goals of the solid waste management system.

5.7 Land Limitation Element

5.7.1 Inventory of Land Areas

In 1997, the Northeast Georgia Solid Waste Management Authority conducted a regional landfill site suitability study. As part of this study, the ten counties developed siting criteria and screened all land within the ten-county area to determine the suitability of all sites for landfill development.

Figure 5-1 shows a map of the ten-county region with areas shaded that are considered unsuitable and of limited suitability for a solid waste disposal facility. These determinations were made based on water protection and land use criteria and host community concerns established by the Northeast Georgia Regional Solid Waste Management Authority. Table 5-16 identifies the criteria and whether the presence of these factors excluded a site altogether or lowered the ranking of the site for landfill suitability.

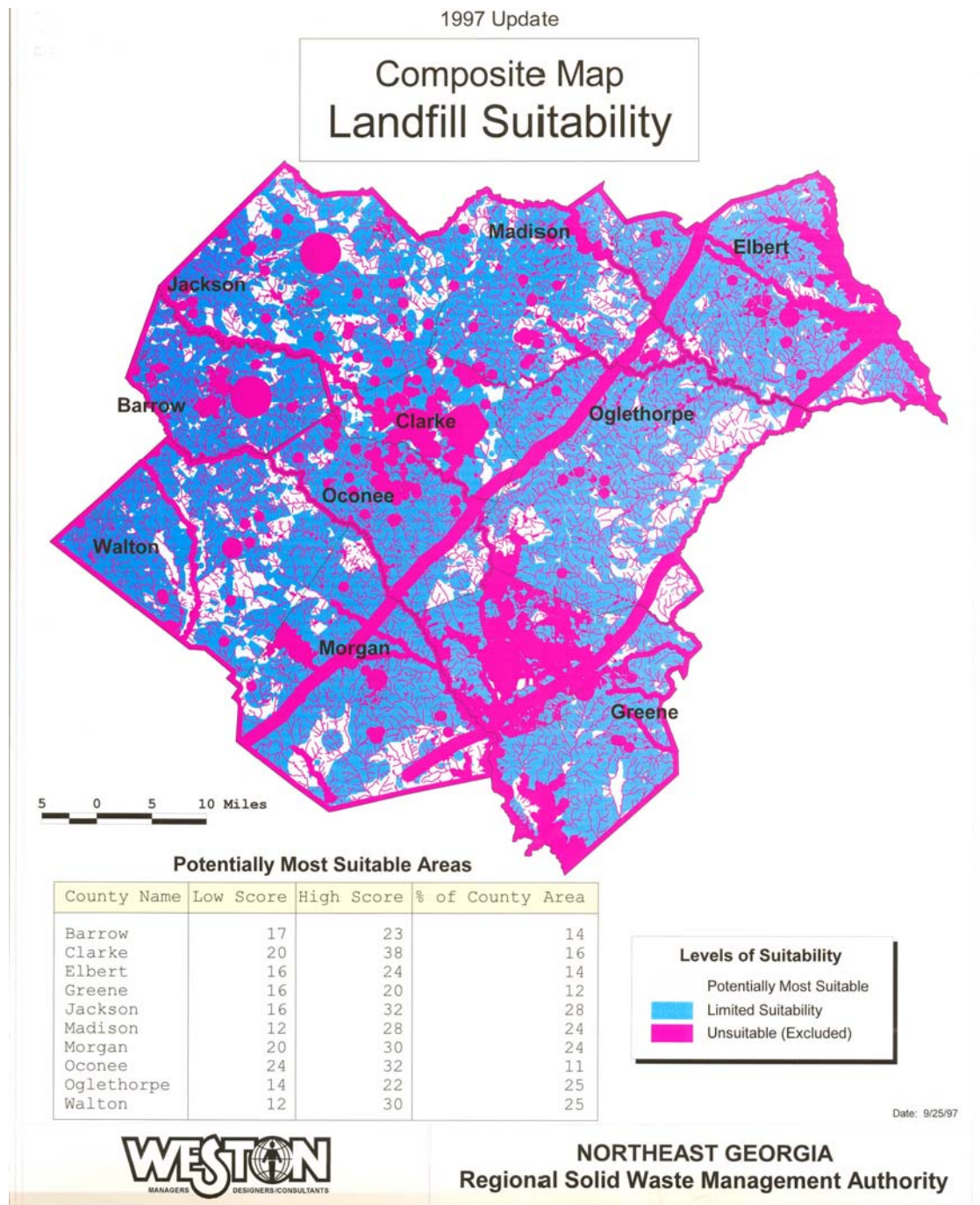


Figure 5-1

Table 5-16
Regional Landfill Suitability Criteria

	Criteria	Type
Water Protection (Geotechnical)	Major Fault Zone	Exclusionary
	Public Drinking Water Sources	Exclusionary
	Hydrologically Sensitive Area	Ranked
	Private Drinking Water Wells	Ranked
	Lakes, Rivers, and Creeks	Exclusionary
	Floodplains	Exclusionary
	Wetlands	Exclusionary and Ranked
	Steep Areas	Exclusionary
Land Use	Airports	Exclusionary
	Nonparticipating County Borders	Exclusionary
	Public Lands and Parks	Exclusionary
	Population Density	Exclusionary and Ranked
	Historic and Key Archaeological Sites	Ranked
	Biological/Rare Element Sites	Ranked
Host Community Concerns	Existing Pollution Sources	Ranked

Elbert County has no zoning that would set further restrictions on the siting of solid waste management facilities in the County.

5.7.2 Procedures for Siting Solid Waste Facilities

Any entity requesting a renewal or issuance of a solid waste handling permit from EPD must demonstrate that the facility or facility expansion is consistent with the local government's solid waste management plan. The County will use the following criteria to determine whether the issuance of the requested permit is consistent with the Solid Waste Management Plan.

- Determine whether the proposed facility or facility expansion is sited in an area deemed unsuitable according to one of the criteria list above (in groundwater recharge area; located within two miles of a municipal water supply; on soils poorly suited for development; on slopes of greater than 25 percent; presence of major highways, roads, and airports; on urban or built up lands; water bodies or wetlands; or on federal, state, or public lands).
- Determine whether the proposed facility or facility expansion is sited in a location that is consistent with local zoning ordinances.
- Determine whether the proposed facility or facility expansion negatively impacts other natural or cultural resources of the County.

- Determine whether the proposed facility or facility expansion negatively impacts the current solid waste management infrastructure of the County;
- Determine whether the proposed facility or facility expansion negatively impacts collection capability and disposal capacity identified in the Plan.
- Determine whether the proposed facility or facility expansion negatively impacts the County's ability to contribute to the State's 25 percent waste reduction goal.
- Determine whether the proposed facility or facility expansion negatively impacts the financial viability of the County's solid waste management system.

No proposed facility or facility expansion will be sited in the County without a letter from the County Commission stating that the facility is consistent with the Solid Waste Management Plan. The County Commission will hold at least one public hearing to gather input to make this determination.

5.7.3 Assessment of Land Limitation

Approximately 86 percent of the land area in Elbert County is considered unsuitable or of limited suitability for siting a landfill.

The procedure described above, once put into place, will help ensure that facilities sited in the County are consistent with this Plan.

5.7.4 Needs and Goals

The County's goal for land limitation is to ensure that proposed solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable for such developments.

5.8 Implementation Strategies

5.8.1 Summary of County Need and Goals

Elbert County has established the following needs and goals as part of its Solid Waste Management Plan:

- To ensure efficient and effective collection of solid waste in the County over the next ten years.
- To contribute to the statewide goal of 25 percent per capita reduction in the amount of solid waste disposed.
- To ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.
- To ensure that residents and businesses in the region understand the issues, needs, and goals of the solid waste

- To ensure that proposed solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable for such developments.
- To achieve a balanced and affordable solid waste management plan implementation strategy, while also meeting the goals and requirements of state law.

5.8.2 Statement/Demonstration of 10-Year Collection Capability

Elbert County will continue to offer staffed convenience centers at locations throughout the County while the more densely populated areas of the County, the Cities of Elberton and Bowman, will continue to offer curbside collection.

5.8.3 Statement/Demonstration of 10-Year Disposal Capacity

Elbert County's disposal capacity is assured for the next 10 years through its agreement with Republic Waste Management Company. This contract, which includes disposal assurance, is valid until February of 2010 with ten one-year renewal options.

5.8.4 Short Term Work Program (5-Year List of Programs/Work Activities)

Table 5-17 indicates the five year implementation strategy to meet the County's needs and goals, by element.

Table 5-17
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 – 2008
Elbert County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
AMOUNT OF WASTE ELEMENT								
<i>Goal: To determine the amount and composition of solid waste generated in the region in order to establish a sound information base upon which to make management decisions and determine if state and local goals are met.</i>								
1. The County will use EPD's disposal capacity reports and DCA's waste characterization data to quantify the amount and type of waste disposed in the County.	x	x				County		
COLLECTION ELEMENT								
<i>Goal: To ensure efficient and effective collection of solid waste in the region over the next ten years.</i>								
1. Elbert County will continue to operate compactor type drop stations for the collection of residential solid waste and recyclables.	x	x	x	x	x	Elbert County	\$52K - \$72K/year	SPLOST*
2. City of Elberton will continue collect residential and commercial waste.	x	x	x	x	x	City of Elberton	Year 1-\$212K + 5% per year	SPLOST
3. City of Bowman will continue to collect residential and commercial waste.	x	x	x	x	x	City of Bowman	Year 1-\$31K + 5% per year	SPLOST
4. Elbert County will continue to offer PAYT.	x	x	x	x	x	Elbert County	---	---

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Table 5-17
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 – 2008
Elbert County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
WASTE REDUCTION ELEMENT								
<i>Goal: To ensure a 25 percent reduction in the amount of solid waste received at disposal facilities and to sustain waste reduction programs for the next 10 years.</i>								
1. County will continue to operate staffed drop off centers for recycling.	x	x	x	x	x	County	Drop-off - \$10K/site/yr ---	---
2. City of Elberton will continue to operate curbside recycling for its residents.	x	x	x	x	x	City of Elberton	Curb. - \$1.50-\$2.50/house/mo.	N/A
3. The County will continue to investigate the possibility of a county-wide recycling system with possible relocation of the processing facility.	x					County		
DISPOSAL ELEMENT								
<i>Goal: To ensure that disposal facilities in the region meet regulatory requirements and can continue to support and facilitate effective solid waste handling programs for the next ten years.</i>								
1. Elbert County will continue to have waste hauled from convenience centers to landfill.	x	x	x	x	x	County	---	---
2. County will continue education and enforcement programs concerning illegal dumping.	x	x	x	x	x	County	\$10K/year	Solid Waste Fund/Donations

Table 5-17
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 – 2008
Elbert County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
3. All municipalities will cooperate with the county for disposal option.	x	x	x	x	x	Municipalities	---	---
PUBLIC EDUCATION AND INVOLVEMENT ELEMENT								
<i>Goal: To ensure that residents and businesses in the region understand the issues, needs, and goals of the solid waste management system.</i>								
1. County will continue to work with civic groups for public education.	x	x	x	x	x	County/Cities	---	---
2. Elbert County Board of Education will continue to conduct public education efforts.	x	x	x	x	x	County	---	---
3. School curricula regarding aspects of solid waste management, including recycling program and illegal dumping will be put in place.	x	x				County	---	---
4. All municipalities will work with the County for coordination of public education activities.	x	x	x	x	x	Cities/County	---	---
LAND LIMITATION ELEMENT								
<i>Goal: To ensure that proposed solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable for such developments.</i>								
1. County will ensure sufficient land use controls are in place.	x	x	x	x	x	County	---	---

Table 5-17
Northeast Georgia
Solid Waste Management Plan Short-Term Work Program
2004 – 2008
Elbert County

Action	04	05	06	07	08	Responsible Party	\$\$	Possible Funding
2. County will review all permits requests for new solid waste handling facilities or expansions to determine consistency with SWMP.	x	x	x	x	x	County, NEGRSWMA	---	---

*County will hold referendum to continue special purpose local option sales tax (SPLOST). If referendum is successful, a portion of these funds should be used for capital items for collection and disposal.

ELBERT COUNTY
Board of Commissioners
10 West Church Street
Elberton, Georgia 30635
706/283-2000
706/283-1818 Fax

MELNA CORNELL, Chairperson
TIM CASE, Vice Chairman
TED DYE, Commissioner
HORACE HARPER, Commissioner
JERRY HEWELL, Commissioner



CHARLES W. KINNEY, Co. Administrator
PHYLLIS H. THOMPSON, Co. Clerk
BILL DAUGHTRY, Co. Attorney

October 18, 2004

Ms. Kathy Botticello, Coordinator
R.W. Beck, Inc. Engineering Consultants

RE: Northeast Georgia Regional Solid Waste Authority

Dear Ms. Boticello,

Elbert County is a member of the N.E.Ga. Regional Solid Waste Authority. Elbert County is participating in the ten (10) county area planning process for updating each member county's plan.

Sincerely,

A handwritten signature in blue ink, appearing to read "Charles Kinney", is written over a light blue rectangular background.
Charles Kinney
Elbert County Administrator



967 Carl Bethlehem Road Winder, GA 30680 (770) 867-2499 FAX (770) 307-0934

September 13, 2004

Mr. Lee Campbell
Solid Waste Director
10 West Church Street
Elberton, GA 30635

Dear Mr. Campbell:

The Oak Grove Landfill, Permit No. 007-020D(SL) and Pine Ridge Landfill, Permit No. 018-008D(MSWL) are owned and operated by Republic Services of Georgia, Limited Partnership have in excess of 10 years of disposal capacity.

The landfills are open to the public and accept waste that is acceptable under state and federal regulations from customers in good standing. Elbert County and the municipalities Elberton Bowman as customers in good standing of the landfills will be allowed to dispose of the approximate 14,000 tons of waste generated annually for the next ten years at Pine Ridge and Oak Grove as long as they maintain their current status.

If you need any additional information, please give me a call at (770) 867-2499.

Sincerely,

Mark R. Allen
Area Landfill & Transfer Station Manager

CONTRACT FOR TRANSPORT AND DISPOSAL OF SOLID WASTES

ELBERT COUNTY, GEORGIA

THIS SOLID WASTE DISPOSAL CONTRACT (hereinafter referred to as this "Agreement" is entered into effective as of the 17th day of February, 2000 by and between REPUBLIC WASTE MANAGEMENT COMPANY, a Delaware Corporation, hereinafter referred to as "Contractor" and Elbert COUNTY, GEORGIA, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, the County has resolved to seek competitive bids for the hauling and disposal of solid wastes; and,

Whereas, the contractor was the successful low qualified bidder; and,

WHEREFORE THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. TERM OF AGREEMENT: This agreement shall be for 1 year, beginning February 17, 2000 and continuing until February 17, 2010.
2. RENEWAL OPTION: The County shall have the right to renew and extend this contract each year for an additional (1) year term with identical terms and provisions. The annual renewal option shall continue in force for a total of ten (10) one (1) year terms. The County shall give written advance notice not less than 60 days prior to the expiration of any annual term should the County not wish to renew the contract for the following year. Continued shipment by the County of wastes with Contractor after the end of any one year term without giving advance written notice of non renewal shall continue renewal of the contract for an additional 1 year term.
3. PRICE FOR DISPOSAL SERVICES: The County shall pay to Contractor on a monthly basis in arrears \$25.93 per ton for each ton solid waste removed from the transfer station by the Contractor or its agents. This per ton fee is inclusive of all transportation and disposal costs together with fees imposed by federal, state and local governments. The County agrees to make payment to the Contractor within 30 days of receipt of the Contractor's transportation and disposal invoice. If payment is not made within the 30-day period, the County agrees to a late fee charge of 2% per month added to the original invoice.
4. SERVICES PROVIDED BY CONTRACTOR: The Contractor is in the business of operating municipal landfills. The Contractor under this agreement agrees to haul and properly dispose of the municipal Solid waste stream delivered to the transfer station operated by Elbert County. Specifically, the Contractor provides the waste hauling trailers, over the road transport and the facility for disposal. The Contractor shall provide adequate waste hauling trailers on a daily basis for use at the Elbert County facility.
5. FACILITIES AND SERVICES PROVIDED BY COUNTY: Elbert County will be operating a transfer station at the Elbert County Landfill. The County agrees to provide and operate at County expense the transfer station thereby loading the trailers and tarping the trailers in preparation for transport provided by Contractor. The County will be responsible for damages caused to the trailers caused by improper loading, normal wear and tear excepted.

6. ADJUSTMENT OF PER TON PRICE/CPI ANNUAL ADJUSTMENTS: No adjustments shall be made for the first 1 year term. For the second year and subsequent renewal terms of this contract, the per ton price shall be adjusted to equal any change in the Consumer Price Index as measured by the United States Department of Labor's Bureau of Labor Statistics for the prior calendar year. Contractor agrees the price shall be adjusted only once each 1-year term. The adjustment of price shall be limited to no more than 5%, [provided unless and in the limited event the Consumer Price Index increases for the prior year exceed 10%. In this limited event the Contractor reserves the right to negotiate the increase with the County, but in no event shall any negotiated increase exceed the change of the index.
7. ADJUSTMENT OF PER TON PRICE/EXTRAORDINARY LIVIES: The initial per ton price paid by the County is inclusive of \$2.00 per ton of levies imposed by the State of Georgia under Sections 12-8-39 (d) and 12-8-27.1 of the Georgia Comprehensive Solid Waste Management Act of 1990 as amended and by Barrow County under the Host Agreement with the Contractor. If at any time during the initial term or during any renewal term these fees are adjusted or other extraordinary levy is imposed on the disposal of waste by local, state or federal government, then in that event the cost of such adjustment in fee or extraordinary levy shall be applied to the per ton fee paid by the County. Notwithstanding any other provision to the contrary contained herein, in the event that during the term of this agreement there is levied upon Republic Waste Management Company, or upon the operations of the Oak Grove Landfill or Pine Ridge Landfill any extraordinary tax, assessment or levy by any government authority (but not related to any action, omission or condition of Oak Grove Sanitary landfill), which tax, assessment or levy increases in a material manner Oak Grove Sanitary landfill's cost of operation of the Oak Grove Sanitary landfill will be added immediately to the disposal price to be paid by the County hereunder. In any event, Contractor shall promptly notify County of any such changes and amount thereof.
8. LOCATION OF DISPOSAL SITE/HOURS OF OPERATION:
 - (a) The Contractor intends to deliver the waste generated by the County to its Oak Grove Sanitary Landfill in Barrow County, Georgia. The Contractor shall be free to deliver the waste generated by the County to any licensed and lawfully operated sub-title D facility of Contractor's choosing without adjustment of price. In the event the Oak Grove Landfill cannot accept the solid waste from Elbert County; the Contractor will deliver the solid waste to its Pine Ridge Landfill in Butts County.
 - (b) The Oak Grove Sanitary Landfill will be open to accept solid waste between the hours of 4:30 A.M. to 5:30 P. M. Monday through Friday and on Saturday from 6:00 A. M. until noon. The County transfer facility will be opened for such hours as the County may determine from time to time. However, the County will take reasonable measures to allow access to the facility by the Contractor or its agents, to remove loaded trailers and drop empty trailers for loading. Contractor will transport waste on Saturdays as necessary, provided such waste can be delivered to Oak Grove Sanitary Landfill before Saturday closing time of 12:00 noon. The daily cutoff time shall be 5:00 P.M., however, the County agrees to allow access to Contractor to the County Transfer Station beyond the operational hours established by the County at the County Transfer Station. This access will facilitate the efficient removal of waste from the Transfer Station.

9. SOURCES OF SOLID WASTE: Elbert County has historically provided solid waste disposal services to the residents of Elbert County. The present waste stream from present sources is estimated to be approximately 65 tons per day, 5 days a week. The County is free to accept wastes at the Elbert County facility to include the same wastes covered by this contract from such municipal and private sources as the County may deem proper. Furthermore, the County presently operates the facility. The County shall be free to expand its recycling operations or reduce the scale thereof as the County deems prudent.
10. GUARANTEE OF WASTE VOLUME: The County makes no guarantee of its waste volume to Contractor. However, due to the Contractor's cost of trucking, the County agrees that a minimum charge based upon a minimum load of 19 tons shall be charged for all loads leaving the County facility. The trailers are capable of being loaded to carry as much as 22 tons and may legally carry that weight.
11. CONTRACT DISPUTE RESOLUTION: The County and the Contractor agree to provide each other written documentation regarding contract disputes. The County and the Contractor further agree to a period of ninety (90) days for the successful resolution of conflicts. If any conflicts cannot be resolved during the ninety (90) day period, either the County or the Contractor can notify each other of the inability to resolve said conflict, to provide for a ninety (90) day period to end the contract.
12. SYSTEM OF WEIGHTS AND MEASURES: All waste leaving the transfer station shall be weighed on the scales maintained and operated by the County at its Elbert County facility. Scale tickets shall be provided to the Contractor and this shall be the basis for auditing the weights and charges generated by the Contractor. Republic Waste Management Company will utilize its scales, personnel and billing services to establish a program satisfactory to Republic Waste Management Company, the County, the State and the Federal Government to sample, weigh and measure incoming waste. This system will serve as the basis for: (1) establishing the invoice for services; (2) measuring and reporting progress in meeting State and Federal standards for waste reduction over time; (3) provide for standards in waste acceptance so that violations do not occur which would involve hazardous, medical, or other non-permitted forms of waste which would jeopardize both Republic Waste Management Company and Elbert County.
13. INDEMNITY BY CONTRACTOR: Republic Waste Management Company shall indemnify and hold harmless Elbert, and its respective officers, directors, agents and employees from and against all liabilities, expenses (including, but not limited to, reasonable attorney's fees and expenses of investigation and litigation), claims and damages which any such person or entity may at any time suffer or sustain or become liable for by reason of any accidents, damages, or injuries, including, without limitations, injuries resulting in death, either to persons or property, real or personal or both, of the County, its agents and employees of Elbert County, or to any other parties in any manner caused by or resulting from any acts of Republic Waste Management Company, Republic Waste Management Inc. and Oak Grove Sanitary landfill in violation of this Agreement.
14. REPRESENTATIONS AND WARRANTIES OF COUNTY: Elbert County represents and warrants unto the Contractors as follows:
 - (a) The subject contract is duly authorized and is the valid agreement of the Elbert County Commission.
 - (b) The Commission has the legal authority to enter into this agreement and have legally carried out their authority.
 - (c) The parties executing this contract on behalf of the County and the full authority and approval of the Commissioners to execute the same on behalf of the County.

15. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR: Republic Waste Management does hereby represent and warrant unto the County as follows:

- (a) The Contractor represents that Republic Waste Management Company is the lawful owner of all the real property comprising the Oak Grove Sanitary Landfill, and has obtained or has lawful rights to use all federal, state, and local licenses, permits and approvals, required to operate the Oak Grove Sanitary Landfill as currently operated and as contemplated by this Agreement, and will operate the Oak Grove Sanitary Landfill in compliance with all such licenses, permits and approvals; and all applicable federal, state and local laws, ordinances, requirements, orders, directives, rules and regulations.
- (b) Further, the Contractor represents that Republic Waste Management Company as the lawful owner of all the real property comprising the Oak Grove Sanitary Landfill, will during the term of this agreement, maintain all federal, state and local licenses, permits and approvals required to operate the Oak Grove Sanitary Landfill in compliance with all applicable federal, state and local laws, ordinances, requirements, orders, directives, rules and regulations.
- (c) The contractor agrees to remove, haul and properly dispose of all waste on a daily basis, Monday through Saturday, loaded by the County onto the trailers supplied by the Contractor.
- (d) The Contractor agrees to provide lawful disposal in a "subtitle D lined landfill" of the waste loaded by the County for the price detailed herein, the same being the Oak Grove Sanitary Landfill in Barrow County, Georgia or some other alternative site identified by Contractor.

16. INSURANCE: The Contractor shall provide evidence of insurance deemed adequate by the County and shall add Elbert County as an "insured" on its policies of:

General Liability
Automobile Liability, and
Workers Compensation.

Further, the Contractor shall require any subcontractor performing any tasks of the Contractor under this agreement to provide automobile and or liability insurance and other required coverages deemed adequate by the County and to show Elbert County as an "insured" under said policies.

17. NOTICES: whenever in this Agreement it shall be required or permitted that notice be given or served by either party hereto on the other, such notice shall be in writing and shall be deemed served when either party hereto on the other, such notice shall be in writing and shall be deemed served when either delivered in person or by telecopy to the following designated agents for that purpose, or when deposited in the United States Mail, by certified or registered mail, postage prepaid, return receipt requested, addressed to the other party as follows:

If to County: Mr. Charles Kinney
 Elbert County Administrator
 Elbert County
 10 West Church Street
 Elberton, Georgia 30635

Ph. 706-283-2000
Fax 706-283-1818

or such other address as County may hereinafter designate by written notice to Contractor.

Any notice to be served on Contractor shall be addressed as follows:

If to Contractor: Republic Waste Management Company
Oak Grove Sanitary Landfill
Attn: Mr. Jeff Gaker
Landfill Marketing Manager
967 Carl Bethlehem Road
Winder, GA 30680

(770) 867-2499
(770) 307-0934 Fax

Or such other address as Contractor may hereinafter designate in writing.

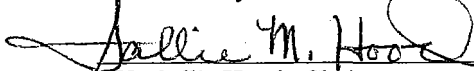
18. NO WAIVER: No waiver of any of the provisions of this Agreement shall be deemed, or constitute a waiver of any other provision, whether or not similar, nor shall any waiver at any one time constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. No failure by either party to demand full performance of the other in one instance shall constitute a waiver of the right to demand full performance in a subsequent event.
19. SUCCESSORS AND ASSIGNS: The terms of this Agreement shall inure to the benefit of and be binding upon the respective purchasers, assigns or successors of Republic Waste Management Company.
20. CONSTRUCTION AND AGREEMENT: This agreement shall be construed and enforced in accordance with the laws of the State Georgia and jurisdiction and venue of any legal proceeding in connection herewith shall be proper only in Elbert County, Georgia. Whenever the singular number is used herein, the same shall include any other gender where appropriate. Captions contained herein are inserted only for the purpose of convenient reference, and in no way define, limit or describe the scope of this agreement or any part hereof.
21. ENTIRE AGREEMENT: This Agreement embodies the entire Agreement between County and Contractor and shall not be modified, changed or altered in any respect, except in writing, executed in the same manner as this Agreement by the parties hereto. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.
22. FORCE MAJEURE: The obligations of the County, except for the obligation to pay for services provided, and the obligations of the Contractor hereunder are subject to and excused in the event of (I) strikes, riots, wars or acts of God which prevent performance by either party, (II) governmental orders, decrees or regulations which delay, bar or prevent the operation of the County's transfer station, transport of wastes, or operation of the Oak Grove Sanitary Landfill or (III) the denial, loss, suspension, expiration, termination or failure of issuance or renewal of any permit, license or other governmental approval required to operate the County's Transfer Station, transportation of wastes or operation of the Oak Grove Sanitary Landfill. The party affected by the Force Majeure event shall give prompt notice to the other Party and shall give prompt notice to the other party and shall take all reasonable steps to cure the problem and provide performance, including in the instance of the Contractor, providing shipment of waste to an alternative site. In the event that the Force Majeure event, continues for a period of ninety 90 days, the party not directly experiencing the Force Majeure event, shall have the option of terminating the contract whereupon the parties shall have no further liability to each other.
23. TIME FOR PERFORMANCE: Time is of the essence in all this Agreement. Whenever under the terms of this Agreement the time for performance falls on a Saturday, Sunday or Legal Banking Holiday, such time for performance shall be on the next day that is not a Saturday, Sunday, or Legal Banking Holiday.

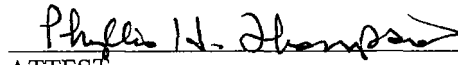
24. PARTIAL INVALIDITY: County and Contractor intend and believe that each provision in this Agreement comports with all applicable local, state and Federal laws and judicial decisions. However, if any provision or provisions in this Agreement which is or are not materially related to the liability of the parties hereto, or to the conditions to Contractors obligations to consummate the transaction contemplated herein, is found by a court of law to be in violation of any applicable local, state or Federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions of this agreement to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of both seller and purchaser that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the right, obligations and interest of the parties under the remainder of this agreement shall continue in full force and effect.

25. MISCELLANEOUS: Any verbal agreement not expressed herein shall not be binding upon the parties.

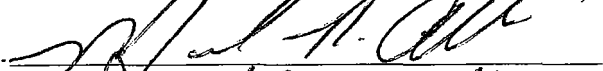
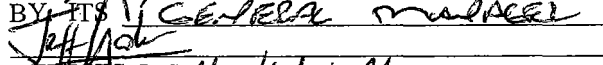
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Elbert County Commission Chairwoman


BY: Sallie Hood, Chairwoman


ATTEST:

REPUBLIC WASTE MANAGEMENT COMPANY, CONTRACTOR


BY: ITS GERALD MALACE

ATTESTS: ITS Marketing Manager

Willis

CERTIFICATE OF INSURANCE

PAGE 2 OF 2

ISSUE DATE (MM/DD/YY)

16-FEB-2000

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

INSURED

36296

Oak Grove Sanitary Landfill
967 Carl-Bethlehem Road
Winder GA 30680

PRODUCER

Willis Corroon Corporation of South Carolina
P.O. Box 2007
Greenville SC 29602
(864) 232-9999

Mary Ellen Lindsey

COVERAGES

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

TYPE OF INSURANCE

POLICY NUMBER

POLICY EFFECTIVE
DATE (MM/DD/YY)POLICY EXPIRATION
DATE (MM/DD/YY)

LIMITS

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

It is agreed that Elbert County, Georgia is included as an Additional Insured in regards to General, Automobile and Umbrella Liability, but solely as respects all work performed and vehicles used by or on behalf of the Named Insured.

CERTIFICATE HOLDER

Elbert County, Georgia

GA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan S. Finley

ACORD CERTIFICATE OF LIABILITY INSURANCE

PAGE 1 OF 2

DATE (MM/DD/YY)
16-FEB-2000

PRODUCER
Willis Corroon Corporation of South Carolina
P.O. Box 2007
Greenville SC 29602
(864) 232-9999

36296

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

COMPANIES AFFORDING COVERAGE

19429-002 (GREN)
COMPANY Insurance Company of the State of Pennsylvania
A

23817-001 (GREN)
COMPANY Illinois National Insurance Co.
B

19720-001 (GREN)
COMPANY American Alternative Insurance Corporation
C

23043-003 (GREN)
COMPANY Liberty Mutual Insurance Company
D

Mary Ellen Lindsey

INSURED

Oak Grove Sanitary Landfill
967 Carl-Bethlehem Road
Winder GA 30680

COVERAGES:

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	RMGL6122858	30-JUN-1999	30-JUN-2000	GENERAL AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNERS & CONTRACTOR'S -BOT				EACH OCCURRENCE \$ 1,000,000
					FREE DAMAGE (Any one person) \$
					VED EXP (Any one person) \$
B	AUTOMOBILE LIABILITY	RMCA5347243	30-JUN-1999	30-JUN-2000	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY
					EACH ACCIDENT \$
					AGGREGATE \$
C	EXCESS LIABILITY	01A2UM000022000	30-JUN-1999	30-JUN-2000	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 4,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WA265D004207019	30-JUN-1999	30-JUN-2000	WC STATE-TORY LIMITS OT-EE
	<input type="checkbox"/> THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> VOL <input type="checkbox"/> EXCL	WC2651004207029	30-JUN-1999	30-JUN-2000	EL EACH ACCIDENT \$ 1,000,000
					EL DISEASE-POLICY LIMIT \$ 1,000,000
					EL DISEASE-EA EMPLOYEE \$ 1,000,000
OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

SEE ATTACHED

CERTIFICATE HOLDER

Elbert County, Georgia

GA

CANCELLATION:

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

AUTHORIZED REPRESENTATIVE

Susan S. Finley

TABLE-1

02/15/00

Phone: 912-272-1525 Fax: 912-275-3898

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

INSURERS AFFORDING COVERAGE

MAR-LETA FARM, INC.
ROGER McHVOY
2922 GREENSBORO ROAD
WASHINGTON GA 30673

INSURER'S:

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

N

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT ~~THEY~~ THEY SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ELBERT COUNTY
10. WEST CHURCH ST
ELBERTON GA 30635

TODD YATES

©ACORD CORPORATION, 1988

ACORD 25-S (7/97):