



## WASTE DISPOSAL AGREEMENT

This agreement (this "Agreement") is made as of the \_\_\_\_\_, 20\_\_ by and between **The City of Monroe, Georgia**, a Georgia Municipal Corporation (hereinafter referred to as the "City"), and \_\_\_\_\_, a Georgia Corporation (hereinafter referred to as "\_\_\_\_\_").

**WHEREAS**, the City owns and operates a solid waste transfer station permitted by the Environmental Protection Division of the Georgia Department of Natural Resources to receive municipal solid waste (hereinafter referred to as "MSW");

**WHEREAS**, \_\_\_\_\_ is in need of disposal services for MSW;

**NOW THEREFORE**, in consideration of these recitals and other good and valuable consideration the sufficiency of which is hereby acknowledged, it is agreed as follows:

**ITEM 1.** Hours of operation of the Transfer Station (unless otherwise reasonably adjusted by the City) shall be 5 a.m. to 4:00 p.m. Monday through Friday, excluding the following holidays: New Years Day, Martin Luther King's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving and (2 Days) Christmas (unless Christmas is on a Saturday or Sunday).

**ITEM 2.** The effective date of this Agreement shall be \_\_\_\_\_, 20\_\_ (hereinafter referred to as the "Effective Date"). This Agreement shall be in effect for an initial period commencing on the Effective Date and ending one (1) year thereafter unless terminated pursuant to the terms of this Agreement. This Agreement may be renewed for additional one-year terms of up to three (3) additional terms. This Agreement shall automatically be renewed for an additional one-year term upon expiration of each then expiring period unless the City or \_\_\_\_\_ gives thirty (30) days prior written notice of its intention to terminate this Agreement at the end of the then expiring term.

**ITEM 3.** For its services hereunder, the City will be paid as follows:  
\$67.65 per ton when MSW received is less than 50 tons per month.  
\$65.01 per ton when MSW received is less than 300 tons, but greater than 50 tons per month.  
\$63.24 per ton when MSW received is less than 500 tons, but greater than 300 tons per month.  
\$61.46 per ton when MSW received is less than 1,000 tons, but greater than 500 tons per month.  
\$59.67 per ton when MSW received is greater than 1,000 tons per month.

**ITEM 4.** The City shall invoice \_\_\_\_\_ once per month and \_\_\_\_\_ will pay the City within thirty (30) days of receipt of the invoice. The City shall use the scale at the Transfer Station to weigh the MSW of \_\_\_\_\_ for invoicing purposes. Both the City and \_\_\_\_\_ shall have the right to test such scale at such testing party's cost to verify the accuracy thereof at any time during the term of this Agreement.

**ITEM 5.** The City, and \_\_\_\_\_ represent and agree that, in all matters relating to the collection and disposal of MSW hereunder, each party is currently in compliance and will comply in the future with all applicable federal, state and local laws, regulations, rules and orders relating to such activities, has and will maintain all required permits and licenses necessary to perform hereunder, and will immediately notify the other parties, and provide copies of all future citations, notices of violations, or other similar notifications during the term of this Agreement.

**ITEM 6.** Only MSW shall be acceptable for disposal at the Transfer Station. The City shall have the right to refuse to accept for disposal materials not meeting the definition of MSW.

For purposes of this Agreement, the term "**MSW**" shall mean solid waste, garbage, trash, and other types of waste material that is permitted by the permits and licenses held by the City at the Transfer Station, pursuant to present or future State and Federal laws, rules and regulations; provided, however, in no event shall MSW include any Hazardous Waste, Special Waste or Yard Waste which are each defined below.

**"Hazardous Waste"** shall mean any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or other applicable federal agency or by the Georgia Department of Environmental Protection or any agency or division having jurisdiction or any other governmental entity having jurisdiction to be "hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous or toxic" as those terms are defined by or pursuant to Federal or State law so as to prohibit said waste from being disposed of at facilities of the same type and character as the City Transfer Station.

**"Special Waste"** shall mean any waste which requires special processing, handling, or disposal techniques which are different from the techniques normally utilized for handling or disposal or contains an added element of expense to transport or dispose of as determined by the City in accordance with normal waste industry standards. Examples of such Special Waste types include, but are not limited to: mining wastes, fly ash, combustion ash, sludges, drilling fluids and drill cuttings, asbestos, industrial wastes, liquid wastes, infectious wastes and residue, pollution control residue, debris or contaminated soil and water from the cleanup of a spill. **"Yard Waste"** shall mean grass clippings, tree trimmings, shrubs, leaves, tree trunks, or any other organic material commonly found as material removed from one's yard whether residential or commercial.

**ITEM 7.** This Agreement constitutes the entire understanding between the parties and shall be binding upon all parties hereto, their successors, heirs, representative and assigns. The City shall have the right to terminate this agreement with or without cause by providing thirty days (30) written notice to \_\_\_\_\_.

**ITEM 8.** Whenever written notice is required for any purpose of this Agreement, such notice shall be delivered in person or sent by registered or certified mail to the addresses set forth below, which address may be changed upon proper notice to the other party. If a notice is delivered in person, it shall be deemed received as of the date delivered to the addressee. If a notice is sent by registered or certified mail, it shall be deemed received as of the earlier of three (3) days after the date on which the notice was deposited in the United States mail, properly addressed, with sufficient postage affixed thereto to insure delivery.

a. Notice to the City:

Logan Propes, City Administrator  
City of Monroe  
P.O. Box 1249  
Monroe, Georgia 30655

b. Notice to \_\_\_\_\_

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Phone Number)

In witness whereof, the parties hereto have caused their respective names to be signed by their duly authorized officers and representatives as of the day and year below written.

**WALTON COUNTY, GEORGIA**

**CITY OF MONROE, GEORGIA**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
John Howard  
Mayor

WITNESS:

ATTEST:

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
Logan Propes  
City Administrator