

AGENDA
Camden County Board of Commissioners
Government Services Building, (Courthouse Square)
200 East 4th Street, 2nd Floor, Room 252,
Commissioners' Meeting Chambers
Woodbine, Georgia
Tuesday, November 15, 2016

Convene Regular Meeting at 6:00 PM

Opening Ceremonies

- Invocation
- Pledge of Allegiance

Roll Call

Agenda Amendments

Removal of Regular Agenda Item 4

Human Resources Director Katie Howard

4. Approval of Benefits Science - Benefits Analytics Contract

Adoption of Agenda

Approval of Minutes

- [November 1, 2016 Regular Meeting minutes](#)

Public Comments

Adjourn Regular Meeting

Convene Solid Waste Authority Meeting

SWA Roll Call

Adoption of SWA Agenda

SWA Approval of Minutes

- [June 21, 2016 SWA meeting minutes](#)

SWA Public Comments

SWA Agenda

1. [Written notice of non-renewal-Advanced Disposal Stateline, L.L.C. - Franchise agreement for residential solid waste collection service](#)

SWA Reports

- Curbside Collections
- Solid Waste

Additional SWA Public Comments

SWA Adjournment

Convene Public Hearing

- [To receive comments from the public regarding the renewal of the 2017 alcohol licenses.](#)
- [To receive comments from the public regarding the proposed amendment to Section 1412 "Violations and Penalties" of the Unified Development Code.](#)

Reconvene Regular Meeting

Regular Agenda

Planning & Development Director Eric Landon

1. [Approval of the renewal of the 2017 alcohol licenses.](#)
2. [Consideration of adoption of the amendment to Section 1412 "Violations and Penalties" of the Unified Development Code.](#)

CRS, E & S Coordinator Scott Brazell

3. [Approval of the Resolution adopting the Joint Camden County / City of St. Marys Community Rating System Program for Public Information.](#)

Human Resources Director Katie Howard

4. ~~[Approval of Benefits Science – Benefits Analytics Contract](#)~~

Finance & Budget Director Mike Fender

5. [Request to approve grant award from Governor's Office of Highway Safety in the amount \\$26,000.00.](#)
6. [Approval of Fiscal Year 2016 Budget Amendment.](#)
7. [Written notice of non-renewal-Advanced Disposal Stateline, L.L.C. - Franchise agreement for residential solid waste collection service](#)

County Attorney John S. Myers

8. [Acceptance of deed from Southeastern Trust for Parks and Land.](#)

Reports

- [Calendar – November & December 2016](#)
- County Administrator Comments

Additional Public Comments

Adjourn BOC Meeting

**CAMDEN COUNTY, GEORGIA
BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING
NOVEMBER 1, 2016, 6:00 PM**

Present: Chairman James H. Starline; Vice-Chairman Gary Blount; Commissioner Willis R. Keene, Jr.; Commissioner Chuck Clark; Commissioner Tony Sheppard; County Administrator Steve Howard; County Attorney John S. Myers and County Clerk Kathryn A. Bishop

Chairman Starline called the meeting to order at 6:00 p.m.

delivered the invocation.

Chairman Starline led the Pledge of Allegiance.

Agenda Amendments:

Addition under Presentation:

- Proclamation recognizing Retired Educator's Day on Sunday, November 6, 2016
- Presentation regarding the Ride Along Pup Project

Addition under Regular Agenda and renumber the agenda accordingly:

5. Approval to submit application for the Association of County Commissioners of Georgia (ACCG) – 2017 Georgia County Internship Program

Commissioner Keene made a motion, seconded by Commissioner Clark to approve the agenda amendments as presented.

The motion carried unanimously.

Motion to Adopt the Agenda:

Commissioner Keene made a motion, seconded by Commissioner Clark to adopt the agenda as amended.

The motion carried unanimously.

Approval of the Minutes

- October 18, 2016 Regular Meeting minutes

Commissioner Keene made a motion, seconded by Commissioner Clark to approve October 18, 2016 Regular Meeting minutes.

The motion carried unanimously.

Presentations

- Proclamation recognizing Retired Educator's Day on Sunday, November 6, 2016

County Clerk Katie Bishop presented the proclamation to the Board and announced that the document will be recorded in the official minutes of this meeting. Chairman Starline presented the proclamation to retired educator Mrs. Ceola Foreman.

WHEREAS, *more than 118,000 retired educators in the State of Georgia, 26,000 plus of whom are members of the Georgia Retired Educator's Association; and*

WHEREAS, *the retired educators of Georgia donate thousands of hours of volunteer service and make invaluable contributions to the welfare of their respective communities across the State; and*

WHEREAS, *it is appropriate that a day be designated for citizens to express their appreciation for the contributions retired educators have made and continue to make for the betterment of human lives and for society; and*

WHEREAS, *local churches will recognize those lasting contributions made by retired educators in this community; and*

WHEREAS, *citizens of Camden County, Georgia are grateful for the work done by retired educators around the state and nation. We commend them for their time and commitment to bettering our country; and*

NOW, THEREFORE, BE IT RESOLVED *that the Camden County Board of Commissioners hereby proclaim Sunday, November 6, 2016 as*

"Retired Educators Day"

and urge our citizens to recognize the lasting contributions of our State's retired educators.

- Presentation regarding the Ride Along Pup Project

Audrey and Shelby Trevathan explained to the Board and the audience the purpose of the Ride - Along Pup Project. They presented the Camden County Fire Rescue with the first littler of "Pups" from the Ride - Along Pup Project.

Public Comments

No comments were offered from the public during this time.

Regular Agenda

1. Approval of Contract for Aerial Photography.

Commissioner Keene made a motion, seconded by Commissioner Clark to approve the Pictometry Contract for Aerial Photography.

The motion carried unanimously.

2. Approval to submit application for the Valdosta State University – Innovation Grant (Human Resources benefits project)

Commissioner Clark made a motion, seconded by Commissioner Sheppard to approve to submit application for the Valdosta State University – Innovation Grant (Human Resources benefits project).

The motion carried unanimously.

3. Approval to submit application for the Assistance to Firefighters – EMS Cardiac Monitors.

Vice-Chairman Blount made a motion, seconded by Commissioner Keene to approve to submit application for the Assistance to Firefighters – EMS Cardiac Monitors.

The motion carried unanimously.

4. Approval to submit application for the Assistance to Firefighters – Paramedic Training

Commissioner Clark made a motion, seconded by Vice-Chairman Blount to approve to submit application for the Assistance to Firefighters – Paramedic Training.

The motion carried unanimously.

5. Approval to submit application for the Association of County Commissioners of Georgia (ACCG) – 2017 Georgia County Internship Program

Commissioner Clark made a motion, seconded by Commissioner Keene to approve to submit application for the Association of County Commissioners of Georgia (ACCG) – 2017 Georgia County Internship Program

The motion carried unanimously.

6. Approval of Bid Award for Hydraulic Power Unit.

Commissioner Clark made a motion, seconded by Commissioner Keene to approve the bid award for the Hydraulic Power Unit to Thompson Pump in the amount of \$26,483.00.

The motion carried unanimously.

7. Approval of Fiscal Year 2017 Budget Amendments

Commissioner Keene made a motion, seconded by Commissioner Clark to approve the Fiscal Year 2017 Budget Amendments related to the economic development of Spaceport as presented.

The motion carried unanimously.

A RESOLUTION TO AMEND THE 2016 - 2017 FISCAL
BUDGET RESOLUTION FOR THE CAMDEN COUNTY
BOARD OF COMMISSIONERS

BE IT RESOLVED by the Camden County Board of Commissioners, Camden County, Georgia in regular session lawfully assembled for County purposes :

That it is necessary to recognize the planned additional cost related to the economic development of Space Port,

That the above transactions can be fulfilled by changing the following budget accounts in the General Fund :

<u>Budget Acct</u>	<u>Adopted Bud</u>	<u>Net Change</u>	<u>Proposed Bud</u>	<u>Description of Change</u>
0000 - 39.9999	\$ 880,100	\$ 250,000	\$ 1,130,100	Use of Fund Balance
1506 - 52.1300	\$ 756,800	\$ 250,000	\$ 1,006,800	Increase for website, legal fees, EIS study, consultant

THEREFORE BE IT RESOLVED, that the Camden County Board of Commissioners does hereby ordain, resolve, and enact the foregoing budget amendments for Camden County, Georgia.

Adopted this _____ day of _____, 2017

CAMDEN COUNTY BOARD OF COMMISSIONERS

James H. Starline, Chairman
Attest :

Commissioner Keene made a motion, seconded by Commissioner Clark to approve the Fiscal Year 2017 Budget Amendments related to moving employee budget costs from the Tax Assessor to Planning and Development as presented.

The motion carried unanimously.

A RESOLUTION TO AMEND THE 2016 - 2017 FISCAL
BUDGET RESOLUTION FOR THE CAMDEN COUNTY
BOARD OF COMMISSIONERS

BE IT RESOLVED by the Camden County Board of Commissioners, Camden County, Georgia in regular session lawfully assembled for County purposes :

That it is necessary to move employee budget costs from the Tax Assessor offices to Planning and Development for the remaining budget year;

That the above transactions can be fulfilled by changing the following budget accounts in the General Fund :

Budget Acct	Adopted Bud	Net Change	Proposed Bud	Description of Change
7000-51.1100	\$ 199,797	\$ 38,614	\$ 238,411	Planning - move EIS Director
7000-51.2200	\$ 15,284	\$ 2,954.00	\$ 18,238	Planning - move EIS Director
7000-51.2400	\$ 4,077	\$ 1,158.00	\$ 5,235	Planning - move EIS Director
7000-51.2403	\$ 7,682	\$ 1,158.00	\$ 8,840	Planning - move EIS Director
7000-52.2201	\$ 1,000	\$ 1,500.00	\$ 2,500	Planning - move EIS Director (software contract)
7000-52.3500	\$ 2,375	\$ 1,500.00	\$ 3,875	Planning - move EIS Director (travel)
1550-51.1100	\$ 513,948	\$ (38,614)	\$ 475,334	Tax Assessor - move GIS Director
1550-51.2200	\$ 39,317	\$ (2,954)	\$ 36,363	Tax Assessor - move GIS Director
1550-51.2400	\$ 15,418	\$ (1,158)	\$ 14,260	Tax Assessor - move GIS Director
1550-51.2403	\$ 11,580	\$ (1,158)	\$ 10,422	Tax Assessor - move GIS Director
1550-52.2201	\$ 22,525	\$ (1,500)	\$ 21,025	Tax Assessor - move GIS Director (software contract)
1550-52.3500	\$ 26,470	\$ (1,500)	\$ 24,970	Tax Assessor - move GIS Director (travel)

THEREFORE BE IT RESOLVED, that the Camden County Board of Commissioners does hereby ordain, resolve, and enact the foregoing budget amendments for Camden County, Georgia.

Adopted this _____ day of _____, 2017

8. Approval of amendments to the Retirement Committee.

Commissioner Clark made a motion, seconded by Commissioner Keene to approve the name change in the Camden County Employee Retirement Plan Policy from Director of Support Services to Human Resources Director and appoint the following members to serve in this capacity:

- Public Works: **Robert Nichols; Harvey Amerson (alternate)**
- Finance & Budget: **Mike Fender; Janice Beckham (alternate)**
- Public Safety: **Mark Crews; Jeannie Pierce (alternate)**
- Solid Waste: **Orville Saunders; Cyrus Roberts (alternate)**
- Sheriff's Office: **Lucretia Dyals; Betsy Parker (alternate)**
- Tax Commissioner: **Jennifer Carver; Bobbi Jo Tyler (alternate)**

At Large Members:

- **Joy Lynn Turner – Clerk of Superior Court**
- **Dennis Gailey – Public Protection Compliance Officer**

The motion carried unanimously.

Reports

- **Calendar – November & December 2016**

County Clerk Katie Bishop stated there were no changes to the calendar at this time.

- **County Administrator Comments**

County Administrator Steve Howard announced that his attendance at the FAA District Day was very productive and insightful for Spaceport Camden.

Additional Public Comments

No additional public comments were offered during this time.

Adjournment:

Commissioner Clark made a motion, seconded by Commissioner Keene to adjourn the November 1, 2016 regular meeting. The vote was unanimous to adjourn the meeting at 6:35 PM.

The motion carried unanimously.

**Camden County Solid Waste Authority (SWA)
Government Services Building, (Courthouse Square)
Commissioners' Meeting Chambers
200 East 4th Street, 2nd Floor, Room 252,
Woodbine, Georgia
Tuesday, June 21, 2016**

The Camden County Solid Waste Authority held a meeting on Tuesday, June 21, 2016, at 6:16 p.m. in the Board of County Commissioners' Meeting Chambers of the Government Services Building, Woodbine, Georgia.

Present: Chairman Jimmy Starline; Vice-Chairman Chuck Clark; Willis R. Keene, Jr.; Tony Sheppard; Gary Blount; County Administrator Steve Howard; County Attorney John S. Myers; and County Clerk Kathryn A. Bishop.

Adoption of SWA Agenda

SWA Vice-Chairman Chuck Clark made a motion, seconded by Willis R. Keene, Jr. to adopt the Solid Waste Authority agenda as presented.

The motion carried unanimously.

SWA Approval of Minutes

- May 3, 2016 SWA meeting minutes

Willis R. Keene, Jr. made a motion, seconded by Tony Sheppard to approve the May 3, 2016 Solid Waste Authority meeting minutes.

The motion carried unanimously.

SWA Public Comments

No public comments were offered during this time.

SWA Agenda

1. Consideration of amendment to Annual Rates (CPI)

Willis R. Keene, Jr. made a motion, seconded by Tony Sheppard to approve the amendment to Annual Rates (CPI) as presented by staff, and note that there is no increase to the citizens at this time due to this amendment.

The motion carried unanimously.

2. Consideration of Approval of Fiscal Year 2017 Solid Waste Authority Budget.

Willis R. Keene, Jr. made a motion, seconded by Vice-Chairman Chuck Clark to approve the Fiscal Year 2017 Solid Waste Authority Budget.

The motion carried unanimously.

SWA Reports

- **Curbside Collections**

No report regarding Curbside Collections was offered during this time.

- **Solid Waste**

Solid Waste Director Lannie Brant announced that the 23rd Annual Fishing Derby was held at the Landfill recently. He gave the Board an overview of current design for closure of cells at the Landfill and the stats on C & D Site operations for fiscal year 2016.

Additional SWA Public Comments

No public comments were offered during this time.

SWA Adjournment

Willis R. Keene, Jr. made a motion, seconded Vice-Chairman Chuck Clark to adjourn the Solid Waste Authority meeting at 6:10 PM.

The motion carried unanimously.

SOLID WASTE AUTHORITY
AGENDA ITEM: 1

SUBJECT: Written notice of non-renewal-Advanced Disposal Stateline, L.L.C. - Franchise agreement for residential solid waste collection service

- Recommendation
- Policy Discussion
- Status Report
- Action Item
- Other

DATE: November 9th

BUDGET INFORMATION: None at this time.

COMMISSION ACTION REQUESTED ON: November 15th

PURPOSE:

To request that the Board of Commissioners:

- a. To consider the approval of written notice of non-renewal-Advanced Disposal Stateline, L.L.C. - Franchise agreement for residential solid waste collection service

HISTORY:

- 1. In order to place this service out for bid the County must provide a written notice of non-renewal to Advance Disposal Services Stateline, L.L.C.
- 2. The County wishes to continue and complete all services through the contract end date of June 30, 2017.

FACTS & ISSUES:

- 1. Article I – Consideration and Term, provides that at least sixty (60) days written notice of nonrenewal be provided to the Franchisee.
- 2. With non-renewal notice provided to the current contract holder the County wishes to place this service out for bid at the first of the year.
- 3. The current Franchisee contract holder can participate in the bid process.

OPTIONS:

- 1. Motion to approve the written notice of non-renewal - Advanced Disposal Stateline, L.L.C. - Franchise agreement for residential solid waste collection service.
- 2. Motion to deny this item.
- 3. Motion to table this item.
- 4. Other action by the Board.

DEPARTMENT RECOMMENDED ACTION:

- 1. To be determined by the Board.

DEPARTMENT:

Prepared by:

Mike Fender, Director

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers

IF APPLICABLE:

Finance Review:

N/A

December 1, 2016

CERTIFIED RETURN RECEIPT REQUESTED

Director / Manager
Advance Disposal Services Stateline, L.L.C.
7580 Phillips Highway
Jacksonville, FL 32256

Dear Sir or Ma'am,

This letter serves as official written notification of nonrenewal from the Camden County Board of County Commissioners. In accordance with the Franchise Agreement for Residential Solid Waste Collection Service, Article I, Consideration and Term, this notice is given as required by providing your office at least sixty (60) days written notice of nonrenewal. The contract with Advance Disposal Services Stateline, L.L.C. is set to expire June 30, 2017, and the County wishes to continue and complete all services through the contract end date of June 30, 2017.

Should you have any questions, please do not hesitate to contact me at (912) 576-6684, and I will do my best to assist you.

Sincerely,

Camden County Board of Commissioners

Alethea Harris,
Purchasing Officer

FRANCHISE AGREEMENT
FOR
RESIDENTIAL SOLID WASTE COLLECTION SERVICE

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Obg 6/24/11modified 6/25/11; modified 3/2/12
FRANCHISE AGREEMENT
FOR
RESIDENTIAL SOLID WASTE COLLECTION SERVICE

This Agreement is executed by and between CAMDEN COUNTY, a political subdivision of the State of Georgia by and through its Board of County Commissioners (hereinafter the "Board") and ADVANCED DISPOSAL SERVICES STATELINE, L.L.C., (hereinafter the "Franchisee"), this ____ day of _____ 2012.

ARTICLE 1 – CONSIDERATION AND TERM

For good and valued consideration, the receipt, sufficiency, and adequacy of which is hereby acknowledged, and including the mutual promises and Covenants hereinafter set forth, the parties hereby agree to include, but not united to the following:

The Board desires to contract for the services of Franchisee to provide an individual household curbside collection service for the weekly collection of the household solid waste in the unincorporated areas of Camden County. The Franchisee desires to contract with the Board to provide an individual household curbside collection service for the weekly collection of the household solid waste in the unincorporated areas of Camden County.

The term of this agreement shall begin from March 6, 2012 and terminate on June 30, 2017 (the "Term"). This Contract may be automatically renewed for *one (1) additional five (5) year term* (the "Renewal Term") upon the same terms and conditions as set forth herein unless either party provides a written notice of non-renewal to the other party at least sixty (60) days prior to the end of the Term.

ARTICLE 2 – SERVICES

The Franchisee's responsibility under this agreement is to provide for the collection and disposal of Solid Waste from the residences located in the unincorporated areas of Camden County, Georgia on a scheduled basis.

The services will be provided to all such residences located along routes serviced daily by standard of two (2) wheel drive postal delivery vehicles which are readily serviceable with Franchisee's vehicles and equipment.

Services of the Franchisee shall be under the general direction of the Director of the Camden County Solid Waste Authority or his designee who shall act as the County's representative during the performance of this agreement.

ARTICLE 3 – DEFINITIONS

1. **Definitions.** The following terms where used in this Agreement in capitalized form shall have the meaning ascribed to them in this Section, unless different meanings are clearly indicated by the context. When not inconsistent with the context, words used in the present

tense include the future, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory.

- A. "Application" means a request for a Franchise, transfer or an existing Franchise, renewal of a Franchise, or transfer/renewal of a Franchise.
- B. "Board" means the Board of County Commissioners of Camden County, Georgia.
- C. "Bulky item" means household waste generated under normal living conditions. (Excluded items are those associated with construction, remodeling, addition or demolition, as well as items that are designated as hazardous waste by County or State agencies.
- D. "Bundle" means a unit of Solid Waste which by its very nature is generally not conducive to placement in Receptacle and which shall be bound securely together so as to avoid disintegration or spillage when lifted or moved, and which shall be bound securely together so as to avoid disintegration or spillage when lifted or moved, and shall not exceed two (2) feet by two (2) feet by four (4) feet in size and be not in excess of fifty (50) pounds in weight.
- E. "Clean Debris" means any waste which is virtually inert and which is not a pollution threat to ground water or surface waters and is not a fire hazard, and which is likely to retain its physical and chemical structure under expected conditions of disposal and use, including uncontaminated concrete, including embedded pipe or steel, brick, glass, ceramics, and other Wastes designated by the Department.
- F. "Commercial establishments" means all commercial establishments, including, but not being limited to motels, hotels, apartments and trailer parks, stores, office buildings, restaurants, service stations and garages, laundries and cleaning establishments, Industrial Establishments and all other places not classes as residential producing or accumulating Solid Waste, including adjacent unimproved property.
- G. "Composting" means a controlled process of degrading organic matter by micro-organisms which results in a humus material and may include simple exposure resulting in a natural decay or physical turning, windowing, aerating or other mechanical reduction or the organic matter.
- H. "Composting Facility" means a facility where organic matter is processed by Composing.
- I. "Construction and Demolition Debris" means materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from a construction or demolition project and including rocks, soils, tree remains, trees, and other vegetative matter which normally results from, land clearing or land development operations for a construction project. Mixing of

Construction and Demolition Debris with other types of Solid Waste, including material from a construction or demolition site which is not from the actual construction or destruction of a structure, will cause it to be classified as other than Construction and Demolition Debris.

- J. "Container" means a "roll off" container or an enclosed container with a close fitting cover or doors with a capacity in excess of one (1) cubic yard, approved by the Department, which is used to store large volumes of solid waste for collection. A container must be of the type serviced by mechanical equipment.
- K. "Container Service" means collection of Garbage and Recyclable materials stored in Containers.
- L. "County" means Camden County, Georgia.
- M. "Customer" means individual household for which collection services are to be provided by Franchisee. Said individual household count shall be the active accounts as determined by the billing office of the Camden County Solid Waste Authority on a monthly billing cycle.
- N. "Department" means the Camden County Solid Waste Authority Curbside Collection Office.
- O. "Designated Disposal Facility" means the SR 110 Landfill located in the County, or any other Solid Waste Facility or Solid Waste Management Facility mutually agreed to between the Department and the Franchisee in writing.
- P. "Franchise" means the rights granted hereunder to collect and transport Solid Waste from Residential Units, and is not intended to include any license or permit required for the privilege of transacting and carrying on a business within the County as may be required by general law.
- Q. "Franchise Agreement" means this Agreement entered into voluntarily between the Franchisee and the Board including all terms, conditions, specifications and exhibits, the Franchisee's Franchise Application, and any mutually accepted changes thereto, as necessary to implement the Franchise granted by the Board.
- R. "Franchisee" means the Person issued this Franchise by the Board pursuant to this Agreement.
- S. "Garbage" means materials resulting from preparation, cooking, and serving of food, market wastes, trimmings and other discarded matter from meat or produce, including packaging materials and containers and other similar type refuse as defined by rules of the Department. All garbage must be generated from the residence and non commercial in nature.

- T. "Hazardous Substance" means any substance which is defined as a Hazardous Substance in the United States Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 94 Stat. 2767 as may be amended from time to time, including but not limited to any material or substance designated as hazardous by the United States Environmental Protection Agency or any applicable federal, state, local or municipal authority.
- U. "Hazardous Waste" means Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed and including an materials specifically designated by the Department, including but not limited to any waste designated as hazardous by the United States Environmental Protection Agency or any applicable federal, state, local or municipal authority.
- V. "Incorporated Area" means the areas of the County lying within the incorporated municipalities of St. Marys, Kingsland, and Woodbine.
- W. "Institutional Establishments" means establishments operated by governmental entities, non-profit organizations, tax exempt hospitals, and public, charitable, philanthropic, or religious institutions conducted for the benefit of the public or a recognized section of the public. Establishments not covered by the foregoing definition shall be considered Commercial Establishments.
- X. "Owner" means Person or Persons occupying owning property within the Unincorporated and Incorporated Areas, who shall be a customer.
- Y. "Performance Bond" means the form of security set forth in this Agreement and furnished by the Franchisee as a guarantee that Franchisee will perform its work in accordance with this Franchise Agreement and will pay all lawful claims relating hereto.
- Z. "Person" means any and all Persons, natural or artificial, including any individual, firm or association; any municipal or private corporation organized or existing under the laws of this state or any other state; any county of this state; any and all governmental agency of this state or the Federal Government.
- AA. "Receptacle" means any container having a capacity of not more than ninety (90) gallons approved by the Department for Residential Waste Collection Service and may include bags provided by Franchisee and/or the County for use in the storage and collection of specific types of Solid Waste and Recyclable Material.
- BB. "Recovered Materials" means those materials which have known potential for Recycling, can be feasibly recycled, and have been diverted or removed for the Solid Waste stream for sale, use, or reuse, by separation, collection, or processing.

- CC. “Recyclable Material” means those materials which are suitable for recycling, which have undergone source separation, and which would otherwise be processed or disposed of as Solid Waste. Recyclable Materials shall consist of aluminum, tin cans, newspapers, card board, plastic No. 1 and No. 2 and glass (clear, green, brown).
- DD. “Recycling” means any process by which Solid Waste, or materials which would otherwise become Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
- EE. “Residential Waste Collection Service” means the collection of Garbage and Recyclable Material from Residential Units.
- FF. “Residential Unit” means any structure or shelter or any part thereof used or constructed for use as a residence of one (1) family, the adjacent unimproved property, and accessory improvements.
- GG. “Residential Waste” means Garbage resulting from the normal housekeeping activities of a Residential Unit.
- HH. “Resource Recovery” means the process of recovering materials or energy from Solid Waste, excluding those materials of Solid Waste under control of the Nuclear Regulatory Commission.
- II. “Solid Waste” means Garbage, Yard Trash, Clean Debris, White Goods, Construction and Demolition Debris or other discarded material resulting from normal housekeeping activities, but such term shall in no event, anything to the contrary in this Agreement notwithstanding, include Hazardous Substances, Hazardous Materials or Biological Waste.
- JJ. “Solid Waste Disposal Facility” means any Solid Waste Management Facility which is the final resting place for Solid Waste, including landfills and incineration facilities that produce ash for the process of incinerating municipal Solid Waste.
- KK. “Solid Waste Management Facility” means any Solid Waste disposal area, Volume Reduction plant, Compost Facility or other facility, the purpose of which is Recycling, Resource Recovery or the Disposal, Processing, or storage of Solid Waste, excluding facilities which use or ship Recovered Materials unless such facilities are managing Solid Waste.
- LL. “Special Services” means any Solid Waste collection and disposal services which require a Franchisee to render services beyond the minimum requirements of this Franchise Agreement.

- MM. "Special Wastes" means Solid Waste that requires special handling and management, including, but not limited to, extra-large White Goods, mattresses, furniture, tree limbs and roots.
- NN. "Surety" means any of the issuers of Performance Bonds guaranteeing the full and proper performance of the Franchise established by this Franchise Agreement.
- OO. "Unincorporated Area" means the Unincorporated Areas of Camden County existing as the date of this contract and those certain areas as added from time to time by the Board of County Commissioners as shown on the Camden County Official Zoning Map and the maps of the Camden County Board of tax Assessors.
- PP. "Volume Reduction Plant" means incinerators, pulverizers, compactors, shredding and baling plants, composting plants, and other plants which accept and process Solid Waste for Recycling or Resource Recovery.
- QQ. "White Goods" means inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar domestic large appliances used for residential purposes.
- RR. "Yard Trash" means vegetative matter resulting from landscaping maintenance, including but not limited to grass clippings, leaves, twigs, etc., and material resulting from normal landscaping maintenance.

ARTICLE 4 – SCHEDULE OF SERVICE

The collection service authorized hereunder is for Residential Units located within the Unincorporated Areas of Camden County, Georgia which shall be defined pursuant to the zoning maps of Camden County and as reflected on Camden County Board of Tax Assessors Maps.

Customers for which the weekly individual household curbside collection service is to be provided shall be determined by the Board through the Camden County Solid Waste Authority collection office; said collection office shall keep current records with customers and their account payment history. The collection office shall provide on a monthly basis the number of customers. Franchisee shall provide the service as defined herein; and Franchisee shall receive payment for the Franchisee services based on the number of active monthly accounts as provided by the billing office. The Board and Franchisee agree that the customer count may vary from month to month. Board shall notify Franchisee of new accounts or re-established accounts within five (5) days of the establishment of the new account or the re-activation of a delinquent payment account. Franchisee shall implement the collection service within the following seven (7) business days.

The Board and Franchisee agree to provide the services herein to qualified indigent customers, once the individual has provided proper information to the Board verifying their indigent status as defined by the Board. Franchisee shall bill the Board at the reduced rate of fifty (50) percent of the current rate charged to regular customers for this type of account.

The Franchisee shall provide the services as defined herein to the following at no cost to the customer:

- (A) County buildings and facilities owned, leased or under the direct control of the Camden County Board of Commissioners.
- (B) Non-profit churches, once the services herein have been requested and proof of non-profit status has been provided and approved for service by the Board.

ARTICLE 5 – LEVEL OF SERVICE, RATES, CHARGES

1. Collection Services and Operations.

A. Services To Be Performed by Franchisee

The Board hereby grants the Franchisee the exclusive right during the Term of this Agreement and any renewal hereof to collect Solid Waste and Recyclable Materials pursuant to this Agreement and the Board warrants that it has the authority to grant such an exclusive right. The Board further covenants that during the Term of this Agreement or any renewal hereof it will not engage other individuals or itself or permit other individuals or itself to become involved in the activity of collecting or disposing of Solid Waste and Recyclable Materials or any other similar activity that would impair the exclusive right to the Franchisee.

B. Residential Waste Collection Service.

(1) Frequency of Waste Collection.

- (a) Franchisee shall pick-up from each Customer location one (1) time each week, all Solid Waste generated by the Customer and placed for collection in approved Receptacles.
- (b) Franchisee shall pick-up from each Customer location every week, all Recyclable Material generated by the Customer and placed for collection in approved Receptacles or Bundles.
- (c) Franchisee shall not be required to provide yard trash collection service.
- (d) Pick-ups shall not be reduced by Holidays, but picks-ups normally scheduled to be made on a holiday may be rescheduled upon approval by the Department after at least five (5) days prior notification to the affected Customers by publication or other means approved by the Camden County Solid Waste Authority. Any publication shall be at the expense of the Franchisee.

- (2) Quantity. Franchisee shall be required to pick-up all Garbage and Recyclable Materials generated by the Customer at their location, provided that:
- (a)
- i. Garbage has been placed by the Customer for collection separately and Recyclable Material, in approved Receptacles or Bundles.
 - ii. All Recyclable Materials have been placed by the Customer for collection in approved Receptacles or Bundles.
 - iii. White Goods and bulky items will be collected and transported to the designated Disposal Facility within ten (10) days of request by the Customer at no additional charge.
- (b) Franchisee shall not be required to collect any Solid Waste, White Goods, Bulky Items and/or Recyclable Materials which do not comply with the requirements set forth in this Article 4 except by Special Service. Furthermore, anything contained in this Agreement to the contrary notwithstanding, Franchisee shall under no circumstances be required to collect, transport or dispose of any material which is considered to be Hazardous Waste, Hazardous Substance, or Biological Waste.
- (3) Waste Collection. Franchisee shall make collections with a minimum of noise and disturbance. Any spillage by the Franchisee during the collection and disposal process shall be picked up and removed immediately by Franchisee, provided Franchisee shall not be required to pick-up spillage caused by the Customer or overfill by Customer of a Receptacle or Container.
- (4) Special Services. Services such as back door collection, below ground collection, collection from a Customer being provided Residential Waste Collection Service of other than Residential Waste Collection Service or other than Residential Waste, or additional pick-ups shall be provided for at a separate fee based upon terms agreed to by the Franchisee and the Customer, unless such fee is otherwise established under the authority of this Franchise Agreement. Requests for pick-ups Special Waste shall be considered as requests for Special Services. Charges for Special Services shall not be unreasonable nor excessive and performance of Special Services shall be at the discretion of Franchisee.
- (5) Solid Waste Receptacles.

- (a) Garbage. Garbage shall be placed for collection in Receptacles to be furnished by the Franchisee having wheels and a capacity of ninety (90) gallons.
- (b) Recyclable Materials.
 - i. With the exception of bundled newspapers and corrugated paper, all household Recyclable Material shall be placed for collection in Receptacles having a capacity of nineteen (19) gallons furnished by the Franchisee (“the “Recycling Bins”).
 - ii. Newspaper and corrugated materials shall be placed for collection in bundles at curbside under of adjacent to the Recycling Bins.
- (c) Hazardous Waste. Franchisee shall not be responsible for the collection of Hazardous Waste other than normal small quantities as may be conservatively generated as part of Residential Waste.
- (d) Location of Residential Waste for Collection. All Residential Service Customers shall place Residential Waste for collection at the location hereinafter provided for the collection of Receptacles for Residential Waste Collection Service, unless Franchisee has agreed to provide a Special Service collection at another location.

2. Receptacles and Bundles.

- A. All Customers shall use the approved Receptacles furnished by the Franchisee. Additional Receptacles, which shall meet the specifications and definitions in this Agreement, may be used by the Customer in addition to those provided by Franchisee.
- B. Receptacles shall be kept covered at all times and maintained in good condition. Any Receptacle that does not conform with the provisions of this regulation or that may have ragged or sharp edges, or any other defect liable to hamper or injure the person working in, on or around said Receptacle must be promptly repaired or replaced with an approved Receptacle upon receipt of notice to that effect from the Customer or the Camden County Solid Waste Authority. By receipt of the Receptacles, the Customer assumes responsibility for the proper care and maintenance of the Receptacles. In the event replacement Receptacles and/or Recycling Bins become necessary and, in the reasonable opinion of Franchisee, such replacement is necessitated by misuse or neglect, the replacement cost for such Receptacles and/or Recycling Bins shall be born by the Customer and in no event by the Franchisee; it being understood between the parties

that Franchisee shall be responsible for repair or replacement of Receptacles only in the event they become unfit for their purpose by virtue of normal wear and tear.

C. Location of Receptacles and Bundles.

- (1) Receptacles and bundles for Residential Waste Collection Service shall be placed at ground level, on the property of the Customer and shall not be placed upon County or public property or neighboring property not in the ownership or tenancy of the person by whom the Solid Waste is generated, whether such neighboring property be vacant or improved; provided, however, that in order to be eligible for pick-up by the Franchisee, the Customer shall place Receptacles and Bundles ready for collection at a maximum distance of ten (10) feet from the traveled and graded or paved portion of the right-of-way and adjacent to, or upon the corners of, the Customer's driveway for servicing by Franchisee. Such placement of Receptacles and Bundles shall be easily accessible to the Department for inspection and to employees of the Franchisee for collection.
- (2) At no time shall any receptacles, bundles, or solid waste be placed on or within the traveled and graded or paved portion of any right-of-way, or on or within any gutters, ditches or sidewalks. This shall not prohibit placement in the Owner's driveway, adjacent to the traveled way.
- (3) Receptacles and Bundles for Residential Waste Collection shall be placed for collection prior to 6:00 a.m. of the day of collection, but in no case shall Receptacles or Bundles be placed on public right-of-way more than twelve (12) hours preceding the day of collection. The normal hours of collection are after the hour of 6:00 a.m. on days designated by Franchisee.
- (4) Customers wishing not to place Receptacles or Bundles at the designated location shall contract with the Franchisee for collection and disposal of Solid Waste as a Special Service, unless otherwise provided herein.
- (5) Any Receptacle offered for collection which has not been approved by the Department shall be clearly marked by the Franchisee, specifying the manner in which the Receptacle fails to meet the approved standards.

3. Customer Restrictions.

- A. Franchisee shall not be required to collect any Solid Waste which does not conform to the standards set forth herein.
- B. Franchisee shall have the right to terminate service to any Customer violating any provision of this Agreement. Written notice of such termination shall be provided to the Board and Customer enumerating the repeated violation(s), with a copy furnished to the Camden County Solid Waste Authority.

ARTICLE 6 – FRANCHISEE OBLIGATIONS

1. Franchise Performance. In the event the Franchisee shall violate any of the terms, conditions, or provisions of this Franchise Agreement, or any of the regulations promulgated by the Board pursuant thereto, the Board shall notify the Franchisee, in writing, to desist from further violations. If the violation continues for a period of fifteen (15) days thereafter and unless during such time the Franchisee has made diligent efforts to remedy same, the Franchisee may be deemed to have forfeited the Franchise; provided, the Franchisee may, within said fifteen (15) day period, petition the Board for hearing regarding whether ground for forfeiture exist. A forfeiture shall mean the Franchisee's rights under the Franchise are revoked and the Franchise Agreement terminated ("Forfeiture"). Forfeiture shall take effect upon the certified mailing from the Department of notice thereof to the Franchisee.

2. General Conditions.

- A. (1) To provide a better service and improve Customer goodwill, the Franchisee's personnel shall be instructed to and shall refrain from engaging in any arguments with Customers and from exhibiting or expressing surliness, ill-manners or disrespect toward Customers, and shall present a neat appearance at all times.
- (2) When any action shall be taken by the Franchisee under the authority granted by these rules and such action shall be objected to by any Customer, either the Franchisee or the Customer may submit the controversy to the Department for mediation, conciliation, or adjudication.
- B. The Board may, in its sole discretion, require the Franchisee to furnish to the Board on an annual basis, a performance bond in the amount not to exceed Two hundred forty thousand dollars (\$240,000.00) to insure continuity of collections and disposal service. The bond shall be conditioned upon performance of the Franchise obligations, and it shall be considered a violation of the Franchise and the bond conditions if the Franchisee shall:
 - (1) Fail to cure a violation under Article 5 hereof after having been given fifteen (15) days notice of failure to comply.

- (2) Take the benefit of any present or future insolvency statutes, or make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement, reorganization or readjustment of its indebtedness under the Federal bankruptcy laws or under any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property.
- (3) By an order or judgment by a court of competent jurisdiction be adjudged bankrupt; provided however, that if such judgment or order is vacated within sixty (60) days after the entry thereof, any notice or forfeiture of Franchise under Subsection 1 hereof resulting therefrom shall be null, void, and of no effect.

ARTICLE 7 – PAYMENT TO FRANCHISEE

1. The Franchisee shall bill the Camden County Solid Waste Authority by the 10th day of the following month for service rendered during the preceding month. The billing shall be based upon the count of Residential Units of record and being serviced pursuant to this Agreement as of the last day of the month for which billing is issued. This billing is to be exclusive of Special Services. Payment from the Board to Franchisee shall be due upon receipt by the Board of Franchisee's bill and will be made no later than the 10th day of the month following receipt of said billing.
2. The Franchisee shall bill the respective Customer for Special Services by the 10th day of the month following the month during which said Special Services were rendered. Payment from the Customer to Franchisee therefore shall be due upon receipt by the Customer of Franchisee's bill.
3. In the event it shall become desirable or necessary to terminate the Service required of the Franchisee by reason of nonpayment of charges by any customer, such services shall not be discontinued until a written notice has been delivered or mailed to the Residential Unit where such services are to be discontinued, and a copy of such notice mailed to the Franchisee at least ten (10) days prior to the discontinuance.
4. Customer Service.
 - A. This Franchisee shall provide and make known to the Board a local phone service and/or location where the public may request Solid Waste Collection Service.
 - B. The Franchisee agrees to provide back door service at no additional charge for those people who are physically handicapped and have no other means to get cans to roadside.
 - C. Franchisee shall require its employees to serve the public in a courteous, helpful, and impartial manner. All Franchisee personnel in both the field and the office shall refrain from belligerent behavior and profanity. Correction of any such

behavior and language shall be the responsibility of Franchisee. Personnel shall perform collection service with as little noise and little disturbance to the Customer as possible. No employee shall disturb or otherwise handle or move Customer or Board property that is unnecessary to the proper execution of his or her duties. Care shall be taken to prevent damage to property, including waste containers, shrubs, flowers and other plants. Collection shall be done in a sanitary manner and any spillage by Franchisee shall be immediately picked up and disposed in the collection vehicle. Personnel shall not be required to expose themselves to the danger of being bitten by vicious dogs in order to accomplish collection. In any case where the Owner or tenants have such animals at large, Franchisee shall immediately notify the Department and the County's Animal Control Officer in writing of such condition and of Franchisee's inability to perform collection service because of such condition.

5. Rates.

A. Current Rates. The current monthly rates for collection service as of the date of this contract are hereby established for each Residential Unit as follows and shall not be increased for any reason other than as stated and agreed herein:

Solid Waste	\$7.93
Recycling	2.70
White Goods/ <u>Bulky Items</u>	<u>No Charge</u>
<u>TOTAL</u>	<u>\$10.63</u>

The Franchisee shall bill the Board at the reduced rate of fifty (50) percent of the current rate in effect, for qualified indigent customers as defined by the Department.

Franchisee shall not charge a fee for the weekly collection services for the following as defined in ARTICLE 4 of this agreement.

- (A) County buildings and facilities owned, leased or under the direct control of the Camden County Board of Commissioners.
- (B) Non-profit churches, once the services herein have been requested and proof of non-profit status has been provided and approved for service by the Board.

B. Rate Changes. Unless rates charged here under are adjusted pursuant to Article 6 (6) (C), Rate Adjustment, initial rates established in the Franchise Agreement shall remain in effect for the duration of the Franchise unless the Board approves a rate change based upon either a change in the compensation system of the Franchisee, or a Franchisee's request for a rate increase. No such rate change shall be made until a public hearing has been held on the application of an interested party or of the Board on its own motion requesting for a change in the rate schedule. A Notice thereof must be given by publication one time at least

fifteen (15) days prior to the date of the public hearing in the County legal organ, and, if the application is not made by the Franchisee, by mailing a copy of the said notice by certified mail, return receipt requested, to the said Franchisee at least ten (10) days prior to said notice of hearing. Any change shall be incorporated into a resolution adopted by the Board at the hearing or a continuation thereof. Notwithstanding the foregoing, however, no upward rate adjustment shall take effect for a period not to exceed one (1) year from the date of execution of the original agreement. An audit of the Franchisee's books may be conducted by a Board appointed Certified Public Accountant (CPA) before a rate change is approved or disapproved. The Franchisee shall pay the cost of all audits, legal fees, etc., incurred by the Board in reviewing a proposed rate change, if the request is initiated by the Franchisee.

- C. Rate Adjustment. It is the intention of the County to enter into a franchise agreement with the qualified vendor having the best and most detailed proposal for accomplishing the tasks outlined, at the lowest cost to the recipients. Separate and apart from the conditions required for eligibility of rate changes set forth above and notwithstanding any terms and conditions to the contrary relating thereto, the Franchisee shall be entitled to rate adjustments based on changes in the Consumer Price index as follow: (1) Beginning on July 1, 2013 and each and every year on the first day of July thereafter pursuant the terms of this Agreement and on each July 1st thereafter, including any renewal periods, the rates to be paid to Franchisee hereunder shall be subject to annual price adjustments which shall be made by applying to the then current rate, the ratio change between the former and the current index of the Consumer Price Index for ALL URBAN WAGE EARNERS on a national basis To: Urban Wage Earners and Clerical workers (CPI-W) – all items – (U.S. City Average) published by the U.S. Department of Labor, Bureau of Labor Statistics for the month ending sixty (60) days prior to each anniversary date of the Term and any Renewals (s) thereof. (2) Provided, however, that if the Bureau of Labor Statistics changes the form or the basis of calculating the Consumer Price Index, above referred to, the parties agree to request the Bureau to make available, for the life of the contract, a monthly Consumer Price Index, "All Items" number, in its present form and calculated on the same basis as the Index beginning July 2012. If the Bureau will not make a monthly Consumer Price Index available, and if a reasonably comparable successor Index is available, then the Rates set forth herein shall be computed according to such successor Index, appropriately adjusted. In order to be eligible for such adjustment, the Franchisee shall submit records and information as would support the requested adjustment in order to justify said adjustment with the County. Furthermore, the Franchisee may petition the Board for rate adjustments on the basis of unusual changes in its costs of doing business, such as revised laws, ordinances or regulations; changes in the location of Solid Waste Disposal Facilities or significantly increased fuel prices (in the case of fuel, upon proof that all existing fuel reserves at the lower rates have been depleted). Any fuel allowances granted the Franchisee shall be taken into account, when adjusting costs by the Consumer Price Index. Beginning July 1, 2012 the CPI Rate increase shall be computed at 70% of that referenced above.

The Franchisee further agrees that there shall be not rate increases for the period beginning July 1, 2012 through June 30, 2013.

In the event that fuel rates are reduced substantially, the Solid Waste Authority may petition the Board for lower rates to be charged by the Franchisee.

7. Disposal Fees and Regulations.
 - A. Disposal at Designated Disposal Facilities. The Franchisee shall dispose of all Solid Waste collected by it under the terms of the Agreement at only the Designated Disposal Facilities as agreed and approved by the Board and the Board shall pay any and all disposal fees incurred by or on behalf of the Franchisee arising out of Franchisee's performance under this Agreement. An arrangement shall be implemented with no binding effect on Franchisee whereby said disposal fees shall be billed directly from the Designated Disposal Facility to the Board and whereby the Board shall pay such fees directly to the Designated Disposal Facility. The Board shall reimburse Franchisee in the event Franchisee is required to expend any costs for disposal of Solid Waste pursuant to this Agreement. Furthermore, in the event Franchisee experiences a net cost for disposable of Recyclable Materials, Board shall have the option to reimburse Franchisee for that cost or to place such materials in the Designated Disposal Facility.
 - B. Solid Waste Non-Returnable. No Solid Waste, once collected, may be returned to the Customer without the written approval of the Board, or to any location other than a Designated Disposal Facility.
 - C. Penalty. The penalty for disposal at any location other than a Designated Disposal Facility shall be two (2) times the applicable disposal fee, payable to the Board.
8. Franchise Fee. The Board recognizes that a Franchise Fee, if instituted, would increase the cost of services to the citizens of Camden County, and therefore the Board is not requiring a Franchise Fee of the Franchisee at this time. The Board hereby reserves the right and authority to require the payment of a Franchise Fee by the Franchisee, to be payable to the Board in accordance with the terms hereof. The Board further agrees to give the Franchisee a minimum of six (6) months notice prior to instituting a Franchisee Fee to be paid by the Franchisee. This six (6) month notice recognizes that Franchisee's billing to Board may have to be changed to account for the increased cost of a Franchise Fee not currently paid by the Franchisee. Therefore, immediately upon the institution of such Franchise Fee, Franchisee's rates may be adjusted on a prorate basis to compensate Franchisee for such Franchise Fee.

9. Annual Audit Report.

- A. The Franchisee shall maintain all of its books and records relating to the Franchise in accordance with generally accepted accounting principles.
- B. The Camden County Solid Waste Authority may conduct an accounting waste stream analysis quarterly for the purpose of reconciling accounts versus tonnage disposed of and to determine whether or not the need exists for the submittal of an audit by the Franchisee. If an audit is needed, as determined by the Camden County Solid Waste Authority in the exercise of its reasonable judgment, it shall so notify the Franchisee in writing, and shall allow the Franchisee a specific period of time to produce and submit the audit, not less than 90 days from the date of the notice. Such audit shall be prepared by an independent Certified Public Accountant, and shall include: a Statement of Gross Receipts of the Franchisee for services rendered under the Franchise, a Statement of other Expenses Incurred in sufficient detail to indicate where and how such expenses were incurred, and an Income Statement. These Statements shall be prepared in accordance with generally accepted accounting principles, and shall be fully audited in accordance with generally accepted auditing standards, and shall cover the 12 month period of time ending immediately preceding July 31, unless the Department requires the inclusion of any earlier or later period.
- C. If the Franchisee fails to submit its certified audit within the time prescribed in Paragraph A hereto or to obtain an extension for good cause shown fifteen (15) days prior to the report due date, it shall pay a late charge of ten percent (10%) of the average monthly disposal fee incurred by the Franchisee for the preceding twelve (12) month period.
- D. When a certified audit report has not been filed within the prescribed time, the Board shall notify the Franchisee, in writing, of the delinquency. If the certified audit report is not filed within thirty (30) days after the Notice of Delinquency has been mailed, the Board may conduct an independent audit of the books and records of the Franchisee. Thereupon, the Franchisee shall be liable not only for the late charge but all costs of the audit and reasonable attorney's fees for collection.

10. Unlawful Operation

It shall be unlawful for any Person or Business to collect, remove, or dispose of Solid Waste for others in the Unincorporated Area of Camden County. Notwithstanding the foregoing, this Franchise Agreement and any exclusivity granted to Franchisee shall not be deemed to prohibit transportation and disposal by any Person or Business of the Solid Waste, Garbage, Yard Waste, Construction and Demolition Debris generated exclusively by such Person or Business in the pursuit of its lawful conduct and affairs.

ARTICE 8 – INSURANCE

- A. The Franchisee shall provide and keep in force a comprehensive General Liability and Property Damage Insurance Policy. Such general liability coverage shall not

be less than Two Million Dollars (\$2,000,000.00) general aggregate. Said insurance shall not have limits less than One Million Dollars (\$1,000,000.00) for personal and adverse injury, and not less than One Million Dollars (\$1,000,000.00) for each occurrence. Property damage coverage shall not have a combined single limit of less than One Million Dollars (\$1,000,000.00) insuring by name the Camden County Board of Commissioners and Camden County, Georgia and the Franchisee, as their interests may appear, against public liability and property damage claims. Further, the Franchisee shall maintain in full force and effect at all times an excess liability umbrella having a Five Million Dollars (\$5,000,000.00) minimum aggregate. The Franchisee shall maintain in full force and effect at all times at least the minimum motor vehicle insurance required under the law of the State of Georgia for registration hereof, and shall provide proof of such registration to the Board for each motor vehicle used by the Franchisee in the performance of its Franchise obligations. The Franchisee shall furnish the Board with an appropriate certificate or certificates from the insurance carrier showing such insurance to be in force at all times along with an agreement from the insurance carrier to notify the Department thirty (30) days prior to any modification, revocation, cancellation or non-renewal thereof.

(1) The Franchisee shall maintain, during the life of this Agreement, adequate Workman's Compensation Insurance and Employers Liability Insurance in at least such amounts as are required by law for all of its employees per Georgia Statutes.

(2) All insurance other than Professional Liability and Workman's Compensation to be maintained by the Franchisee shall specifically include the County as an "Additional Insured".

Original copies of all required insurance herein shall be provided to the Board upon execution of this Agreement and renewal thereof.

B. All vehicles and equipment used in the fulfillment of the Franchisee duties as defined herein shall be leak proof, packer body or non-removable covered body, and shall pass periodic safety and sanitary inspection conducted by the County and/or State. All vehicles used for Solid Waste collection shall be prominently marked with the name of the Franchisee and the vehicle number on driver and passenger sides. Vehicle number shall also be marked on the front and rear of the vehicle.

C. The Franchisee shall submit a report by the fifteenth (15) of each month to the Department listing all complaints and action taken. The Franchisee shall be available to review this report with the Department if so requested.

D. The Franchisee shall make a full and prompt investigation of all Customer complaints and other service requests. For the purpose of this Section, "Complaint" shall be construed to mean substantial objections made to the Franchisee by a Customer as to its charges, facilities, or service. A written record of each complaint received shall be kept by the Franchisee. This record shall show the name and address of the complainant, and the result of any investigation, along with the disposition of the complaint and the

date of such disposition. Excessive numbers of well-founded complaints may cause for forfeiture of the Franchise.

E. The Franchise shall maintain throughout the term of this Franchise Agreement a "designated place of business" within Camden County, or within 75 miles, as well as a local telephone number to be used by the citizens of Camden County regarding questions about service, unless the Board, in its sole discretion, specifically approves otherwise, with any conditions it may deem appropriate, and with concurrence of the Franchisee.

F. The Franchisee shall at all times conduct each and every aspect of his/her business in strict accord with the laws, ordinances, rules and regulations of Camden County, the State of Georgia and of the United States of America.

ARTICLE 9 – INDEMNIFICATION

The Franchisee shall indemnify and save harmless and defend the Board and Camden County, its officers, its agents, servants, and employees from and against any and all claims, liability, losses, and or cause of action which may arise from any negligent act or omission of the Franchisee, its officers, its agents, servants, or employees in the performance of service under this Agreement.

The Franchisee further agrees to indemnify, save harmless and defend the Board and Camden County, its officers, its agents, servants and employees from and against any claim, demand or cause of action of the Franchisee not included in the paragraph above and for which the County, its officers, its agents, servants or employees are alleged to be liable, provided that such demand or cause of action did not arise as a result of the negligence or willful misconduct of the Board and Camden County, its officers, its agents, servants or employees.

1. Franchise Transfer.

A. Any person to whom the Franchise is transferred, whether for a valid consideration or not, shall be responsible for all fees owed the Board and Camden County.

B. Any person desiring to transfer the Franchise or the rights obtained under the Franchise in whole or in part, or a Franchisee desiring to transfer a controlling interest in such Franchisee shall petition the Board for authority to transfer the Franchise or controlling interest in the Franchisee. The Board may disapprove any transfer if it has reasonable grounds to believe that the transfer will result in a degradation of performance or service provided by the Transferee, such grounds to include issues relating to the moral, commercial, or operational character of the transferee or its principals, or defer the transfer until all fees owed the Board and Camden County are paid. As used in this paragraph, the term "controlling interest" means forty (40) percent or more of the ownership or of the voting rights of the Franchisee.

- C. The Board shall have final approval of any transfers or assignments of this Agreement or any part thereof.
- D. Prior to any transfer or assignment of this Agreement or any part thereof, the Franchisee must seek prior approval from the Board in a timely manner.

ARTICLE 10 – TRUTH-IN NEGOTIATION CERTIFICATE

The signing of this Agreement by the Franchisee shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of the Agreement. All wage rates and costs shall be furnished to the Board upon execution of this agreement. Said information shall be submitted by franchisee, upon request by the county, at the time of any renewals or extensions of this agreement.

ARTICLE 11 – TERMINATION

This Agreement may be terminated by the Franchisee upon 180 days prior written notice to the County in the event of substantial failure by the Board to perform in accordance with the terms of this Agreement through no fault of the Franchisee. It may also be terminated by the Board, in the exercise of the Board's rights therefore as provided in this Agreement, within one hundred eighty (180) days upon written notice to the Franchisee. After receipt of Termination Notice and except as otherwise directed by the Board, the Franchisee shall:

- A. Stop work on the date to the extent specified.
- B. Continue and complete all parts to the work that have not been terminated.

ARTICLE 12 – SUBCONTRACTING

No portion of the work or services called for in this Agreement shall be subcontracted without County approval in writing from the Board, which approval shall not be reasonably withheld.

ARTICLE 13 – FEDERAL AND STATE TAX

The Franchisee shall not be exempted from paying sales tax to their suppliers for materials used to fulfill franchise obligations with the County, nor is the Franchisee authorized to use the County's Tax Exemption Number in securing such materials.

The Franchisee shall be responsible to payment of his/her own FICA and Social Security benefits with respect to this Agreement.

ARTICLE 14 – EXCUSABLE DELAYS

The Franchisee shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonable beyond the Franchisee's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's

ommissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; severe weather conditions. If failure to perform is caused by the failure of the Franchisee to perform or make progress, and if such failure arises out of causes reasonable beyond the control of the Franchisee then the Franchisee shall not be deemed to be in default.

ARTICLE 15 – ARREARS

The Franchisee shall not pledge Camden County's credit or make it a guarantor of payment or surety for any agreement, contract, debt, obligation, judgment, lien, or any form of indebtedness. The Franchisee further warrants and represents that it has not obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 16 – INDEPENDENT FRANCHISOR RELATIONSHIP

The Franchisee is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the Board and Camden County. All persons engaged in any part of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Franchisee's sole direction, supervision, and control. The Franchisee shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Franchisee's relationship and the relationship of its employees to the Board and Camden County shall be that of an independent Franchisee and not as employees or agents of the Board and Camden County.

The Franchisee does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 17 – CONTINGENT FEES

The Franchisee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Franchisee to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Franchisee, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 18 – ACCESS AND AUDITS

The Franchisee shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The Board shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, upon five (5) days written notice.

ARTICLE 19 – NON DISCRIMINATION

The Franchisee warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin. The Franchisee further warrants that all of Franchisee's employees and independent

contractors that provide services to the Board and Camden County are legally present in the United States as required by law; and in the event should it be determined that Franchisee's employees and independent contractors are determined to be illegally in the United States by ICE or law enforcement; Franchisee shall indemnify and hold the Board and Camden County harmless from any punitive fines, punishment or civil liabilities for the employment of the illegally employed aliens. Franchisee further agrees to adhere to the requirements of the "E-VERIFY" known as the federal work authorization program, as amended, verifying the employment of all newly hired employees which requires the Franchisee to sign an affidavit swearing that Franchisee has registered and participates in "E-VERIFY".

ARTICLE 20 – ENTIRETY OF FRANCHISE AGREEMENT

The Board and the Franchisee agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditioning contained in the Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 21 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such reasonable fees, costs, and expenses incident to appeal, incurred in that action or proceeding), in addition to any other relief to which such party or parties may be entitled.

ARTICLE 22 – AUTHORITY TO PRACTICE

The Franchisee hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct business, and that it will at all times conduct its business in a reputable manner.

ARTICLE 23 – SEVERABILITY

If any terms or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, then the remainder of the Agreement, or the application of such items or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 – AMENDMENTS AND MODIFICATIONS

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. However, the Board and Franchisee are in agreement and understanding that the Board and Camden County Solid Waste Authority are in the process of amending the Camden County Solid Waste Ordinance which touches and concerns this

Agreement; and upon the lawful adoption of the aforesaid new Solid Waste Ordinance the parties hereto agree to amend this Agreement so that the services as agreed to herein are modified to conform to the newly lawfully adopted Camden County Solid Waste Ordinance within thirty (30) day of the final adoption by the Camden County Board of Commissioners.

ARTICLE 25 – NOTICE

All notices required by this Agreement shall be by certified mail, return receipt requested, receipt to be returned as follows:

to the County address to:

Camden County Board of Commissioners
Attn: County Administrator
P.O. Box 99
Woodbine, GA 31569

And if sent to the Franchisee shall be to:

Director/Manager
Advanced Disposal Services Stateline, L.L.C.
7580 Phillips Highway
Jacksonville, Florida 32256

ARTICLE 26 – HEADINGS, CONSTRUCTION AND INTERPRETATION

Any headings preceding the text of the Articles and Sections of this Agreement and any Table of Contents shall be solely for the convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or affect. All words contained in this Agreement importing the singular number shall include the plural in each case and vice versa, and the terms “Agreement” “herein” “hereunder” “hereby” “hereto” and any similar terms, shall refer to this Franchise Agreement in its entirety.

ARTICLE 27 – GOVERNING LAW

This Agreement shall be construed under the laws of the State of Georgia, and the parties further agree that any litigation concerning this Agreement shall be filed and heard exclusively in the Superior Court of Camden County, Georgia.

IN WITNESS WHEREOF, the Board of County Commissioners of Camden County, Georgia (Board) has made and executed this Agreement on behalf of Camden County and Franchisee known as Advanced Disposal has hereunto set his/her hand the day and year above written. This Agreement shall be executed in five (5) copies. Each copy shall be considered an original.

LAST ENTRY SIGNATURE PAGE FOLLOWS NEXT PAGE:

Signature page to the
Franchisee Agreement for
Residential Solid Waste Collection Service
Dated the 10th day of MARCH 2012.

ATTEST: CAMDEN COUNTY BOARD OF COMMISSIONERS

BY: Kathryn Bishop SEAL

BY: David L. Rainer SEAL

NAME: KATHRYN BISHOP

NAME: DAVID L. RAINER

TITLE: CLERK OF CAMDEN COUNTY

TITLE: CHAIRMAN

SEAL

FRANCHISEE:

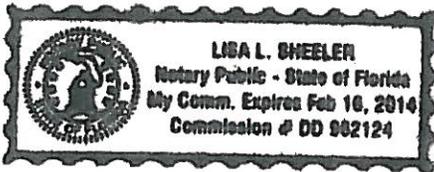
ATTEST: ADVANCED DISPOSAL SERVICES STATELINE, L.L.C.

SIGNATURE Lisa L. Sheeter SEAL

BY: [Signature] SEAL

Lisa L. Sheeter
NAME (TYPE OR PRINT)

DAVID LAVENDER
NAME (TYPE OR PRINT)



RVP
TITLE
[Signature]
SIGNATURE

CORPORATE SEAL

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 1

SUBJECT: Public hearing for the approval of alcohol licenses for 2017

- Recommendation
- Policy Discussion
- Status Report
- Action Item
- Other

DATE: October 31, 2016

COMMISSION ACTION REQUESTED ON: November 15, 2016

PURPOSE:

To request that the Board of Commissioners:

- a. To consider action on the request for 2017 alcohol licenses.

HISTORY:

- 1. Each year the BOC must approve the renewal or transfer of alcohol licenses for the next calendar year.
- 2. Applicants are required to submit applications for renewal, obtain criminal background checks, and get fingerprinted when required.

FACTS & ISSUES:

- 1. The attached list of applicants are requesting a renewal of their alcohol license for 2017.
- 2. The required information has been provided by the applicants.

OPTIONS:

- 1. Approve the list of alcohol licenses, or approve with amendments.
- 2. To deny the list of alcohol licenses.
- 3. To table the proposed alcohol licenses to a date certain for further study.

DEPARTMENT RECOMMENDED ACTION:

- 1. Planning and Development Staff recommends approval of the proposed alcohol licenses for 2017.

DEPARTMENT:

Prepared by:

Eric Landon

Director, Planning & Development

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers

Vendor Name/Address**Application Type**

Friendly Express #78 Daniel Smith 2052 Dover Bluff Road Waverly, GA 31565	Retail dealer of malt beverages, beer and wine sold in the original packages only. (912) 283-2259
Sanctuary Cove Golf Management, LLC Jamie Selby 2050 Sanctuary Synd, Waverly, GA 31565	Retail consumption dealers of spirituous liquors, malt beverages, beer, and wine. (912) 466-0080
Reed Brothers Package Store Gregory Reed 30330 Hwy 17 North Waverly, GA 31565	Retail dealer of malt beverages, beer, wine and/or spirituous liquors. (912)265-4047 & (843)415-2725
Reed Brothers Convenience Store Gregory Reed 30330 Hwy 17 North Waverly, GA 31565	Retail dealer of malt beverages, beer and wine sold in the original packages only. (912)265-4047
Waverly Minit Mart Jay Thomas Hulslander 24295 Hwy. 17 Waverly, GA 31565	Retail dealer of malt beverages, beer and wine sold in the original packages only. (912)222-4498
Reed's Place Barry Reed 4426 Burnt Fort Road Waverly, GA 31565	Retail dealer of malt beverages, beer and wine sold in the original packages only. (912)576-5348
Reed's Grocery & Ponderosa Barry Reed 4426 Burnt Fort Road Waverly, GA 31565	Retail consumption dealers of spirituous liquors, malt beverages and wine. (912)576-5348
Chief Tomochichi Restaurant Inc - D.B.A. as Trolley Package Store Robert C. Sweatt, Jr. 6036 N. Hwy. 17	Retail dealer of malt beverages, beer, wine and/or spirituous liquors. (912)729-3687
Chief Tomochichi Restaurant Inc - DBA Whistle Stop Lounge Robert C. Sweatt, Sr 6036 N. Hwy. 17 North Kingsland, GA 31548	Retail consumption dealer of spirituous liquors, malt beverages and wine. (912)729-3687
Crooked River Lounge Michael & Anne Marie Ott Charlie Smith Sr. Hwy. Marys, GA 31558	Retail Consumption dealers of spirituous liquors, malt beverages, beer and wine. (912) 882-1713
Green Cedar Store #1 Nicholas Antar 17640 Hwy. 40 Kingsland, GA 31548	Retail dealer of beer sold in the original packages only. (912)576-5191
Flash Foods, Inc. #124 Joyce Franklin Hwy. 17 Kingsland, GA 31548	Retail dealer of malt beverages, beer and wine sold in the original packages only. (912)337-9902

Green Cedar Store #6 Nicholas Antar 1760 Clarks Bluff Road Kingsland, GA 31548	Retail dealer of beer sold in the original packages only. (912)576-5191
MWV Cabin Bluff, LLC @ The River House (In-Room Service) David A. Edwards, Jr. 3852 Union Carbide Road Woodbine, GA 31569	Retail consumption dealers of spirituous liquors, malt beverages, beer, and wine
MWV Cabin Bluff, LLC @ The Lodge (In Room Services) David A. Edwards, Jr. 3852 Union Carbide Road Woodbine, GA 31569	Retail consumption dealers of spirituous liquors, malt beverages, beer, and wine
MWV Cabin Bluff, LLC @ The Lodge David A. Edwards, Jr. 3852 Union Carbide Road Woodbine, GA 31569	Retail consumption dealers of spirituous liquors, malt beverages, beer, and wine
MWV Cabin Bluff, LLC @The Pub David A. Edwards, Jr. 3852 Union Carbide Road Woodbine, GA 31569	Retail consumption dealers of spirituous liquors, malt beverages, beer, and wine
Broadfield Plantation Main House, Ronald M. Roberts 2800 Billyville Road Woodbine GA, 31569	Retail Consumption dealers of spirituous liquors, malt beverages, beer and wine. (912)638-3611 Lee Barber 674-1078
Broadfield Plantation /In-Room Ser., Ronald M. Roberts 2800 Billyville Road Woodbine GA, 31569	Retail Consumption dealers of spirituous liquors, malt beverages, beer and wine.
Broadfield Plantation Pool House, Ronald M. Roberts 2800 Billyville Road Woodbine GA, 31569	Retail Consumption dealers of spirituous liquors, malt beverages, beer and wine.
Broadfield Plantation Skinning Shed, Ronald M. Roberts 2800 Billyville Road Woodbine GA, 31569	Retail Consumption dealers of spirituous liquors, malt beverages, beer and wine.
Greyfield Inn Corp. Oliver R. Ferguson Cumberland Island, GA	Retail consumption dealers of spirituous liquors, malt beverages, beer and wine. (912)230-4148

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 2

SUBJECT: Consider proposed amendment to Section 1412 "Violations and Penalties" of the UNIFIED Development Code (UDC).

- Recommendation
- Policy Discussion
- Status Report
- Action Item
- Other

DATE: October 31, 2016

COMMISSION ACTION REQUESTED ON: November 15, 2016

PURPOSE:

To request that the Board of Commissioners:

- a. To consider amending Section 1412 "Violations and Penalties" of the UDC.

HISTORY:

- 1. Staff has recently been confronted with applicants who have chosen not to get building permits, or have continued to build after a stop work order has been given.
- 2. The County Commission has asked staff to impose penalties to those applicants that do not follow the procedures in the UDC.
- 3. Proposed amendments to the UDC to penalize those that build without a permit by doubling the permit fee and to penalize those who continue to work after a stop-work order is issued by charging a daily "re-inspection" fee (currently \$100).

FACTS & ISSUES:

- 1. Planning Staff and the Planning Commission recommend approval.

OPTIONS:

- 1. Motion to approve the amendment to Section 1412 "Violations and Penalties" of the UDC.
- 2. Motion to approve this item with modifications.
- 3. Motion to deny the request.
- 4. Motion to table this item.

DEPARTMENT RECOMMENDED ACTION:

- 1. Move to waive the second reading, and approval of proposed amendment to Section 1412 "Violations and Penalties" of the UDC.

DEPARTMENT:

Prepared by:

Eric Landon

Director, Planning & Development

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers



Board of County Commissioners

Camden County Planning and Development Division

107 N. Gross Road, Suite 3 • Kingsland, GA 31548

Phone: (912) 729.5603 • Fax: (912) 729.5543 • www.co.camden.ga.us

Memo

To: Camden County Board of Commissioners

From: Eric Landon, Planning and Development Director

Date: 10-31-16

Re: Proposed amendment for UDC Section 1412 *"Violations and Penalties"*

Staff has recently been confronted with applicants who have chosen not to get building permits, or have continued to build after a stop work order has been given. The County Commission has asked staff to impose penalties to those applicants that do not follow the procedures in the UDC.

Planning staff has provided suggested amendments to the UDC to penalize those that build without a permit by doubling the permit fee and to penalize those who continue to work after a stop-work order is issued by charging a daily "re-inspection" fee (currently \$100).

Proposed amendments to Section 1412 are underlined:

(5) Suspension, revocation or modification of permit.

The Code Enforcement Officer may suspend or revoke a permit if it finds that the applicant has not complied with the conditions or limitations set forth in the permit or has exceeded the scope of the work set forth in the permit.

(6) Cease and desist order.

The Code Enforcement Officer shall have the authority to issue cease and desist orders in the event of any violation of this Development Code.

(7) Stop-work order.

The Code Enforcement Officer may issue a stop-work order, which shall be served on the owner, occupant or other responsible person. The stop-work order shall remain in effect until the owner,

STEVE L. HOWARD
County Administrator

JOHN S. MYERS
County Attorney

WILLIS R. KEENE JR.
Commissioner, District 1

CHUCK CLARK
Commissioner, District 2

JIMMY STARLINE
Commissioner, District 3

GARY BLOUNT
Commissioner, District 4

TONY SHEPPARD
Commissioner, District 5

occupant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein, provided the stop-work order may be withdrawn or modified to enable the owner, occupant or other responsible person to take the necessary remedial measures to cure such violation or violations.

Violation of a stop-work order shall subject the owner/applicant or other responsible person to the penalties in 1412(d).

(b) Citations.

Any violation of this Development Code may be tried upon a citation issued by the Code Enforcement Officer or any other authorized representative of the County pursuant to the provisions of this Development Code and State law. Without limitation, builders, developers, contractors, property owners, and such other parties responsible for the violation may be cited for violation of any provisions of this Development Code. Jurisdiction shall be in the magistrate court of Camden County, and procedure for enforcement of such shall be as provided in article 4 of chapter 10 of title 15, Georgia Laws O.C.G.A. § 15-10-60 et seq.

(c) Penalties; land development activities.

For provisions relating to penalties resulting from soil sedimentation and erosion control enforcement and storm drainage and stormwater management enforcement, see the Erosion Control and Stormwater Management Article of this Development Code.

(d) Penalties; building construction codes.

- (1) Any person violating any provision of the various building construction codes adopted by this Development Code shall be punished as provided in section 1-19 of the Official Code of Camden County.
- (2) A conviction of any provision of the various building construction codes adopted by this Development Code shall automatically suspend the business license of the offending contractor. The license may be reinstated by an application to the board of commissioners upon a showing of good cause.
- (3) Any person found to be building without obtaining a necessary permit in accordance with this Development Code will be required to pay two-times the permit fee prior to any inspections taking place or a Certificate of Occupancy being issued.
- (4) Any person who continues to build after the Suspension or revocation of a permit, the issuance of a Cease and Desist Order, or the issuance of a Stop Work Order will be required to pay a re-inspection fee for each day that work continues in addition to the penalties found in Section 1-19 of the Official Code of Camden County.

STEVE L. HOWARD
County Administrator

JOHN S. MYERS
County Attorney

WILLIS R. KEENE JR.
Commissioner, District 1

CHUCK CLARK
Commissioner, District 2

JIMMY STARLINE
Commissioner, District 3

GARY BLOUNT
Commissioner, District 4

TONY SHEPPARD
Commissioner, District 5

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 3

SUBJECT: Approval of Resolution adopting the Joint Camden County / City of St. Marys Community Rating System Program for Public Information.

- Recommendation
- Policy Discussion
- Status Report
- Action Item
- Other

DATE: October 31, 2016

BUDGET INFORMATION: N/A

COMMISSION ACTION REQUESTED ON: November 15th

PURPOSE:

To request that the Board of Commissioners:

- a. To consider the Resolution adopting the Joint Camden County / City of St. Marys Community Rating System Program for Public Information.

HISTORY:

1. For the past year the joint committee from St. Marys, Camden County, The Georgia Sea Grant, Local Business Leaders, and Residents have been meeting to develop a Program for Public Information thru the ISO Community Rating System.
2. This committee, when approved and completed will be the first joint committee in Georgia.
3. We have defined our target audiences and formulated the messages and now are at the point we need Board of Commission to move forward with our submission to ISO.

FACTS & ISSUES:

1. This is a joint effort between County, St. Marys, Georgia Sea Grant, Local Business Leaders, and Local Residents to better serve our communities with information on how to better interact with the Flood Hazard Areas of our respective communities.
2. This effort in the CRS program will be of benefit to all residents with flood insurance in Unincorporated Camden and the City of St. Marys thru discounts in flood insurance premiums.
3. Members that have faithfully served on this committee are:
 - Michele Wood, CFM St. Marys
 - Jeff Adams, St. Marys
 - Jeff Foster, Surveyor
 - Rowland Eskridge, Real Estate Appraiser
 - Jessica Warren, UGA Extension Agent
 - Nancy Stasinis, Realtor
 - Kevin Lang, Insurance Agent
 - Trevor Readdick, Home Builder

- Chip Keene, Banker/Commissioner
- Angie Eaton, County GIS Manager
- Capt. Larry Bruce, Camden County Sheriff Office
- Madeleine Russel, Georgia Sea Grant
- Kelly Spratt, Georgia Sea Grant
- Scott Brazell, CFM Camden County

OPTIONS:

1. Motion to approve the Resolution adopting the Joint Camden County / City of St. Marys Community Rating System Program for Public Information.
2. Motion to deny this item.
3. Motion to table this item.
4. Other action by the Board.

DEPARTMENT RECOMMENDED ACTION:

1. To be determined by the Board.

DEPARTMENT:

Prepared by:

Scott Brazell

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers

IF APPLICABLE:

Finance Review:

Mike Fender, Director

**A RESOLUTION OF THE CAMDEN COUNTY BOARD OF COMMISSIONERS
TO APPROVE THE JOINT CAMDEN COUNTY/ CITY OF ST. MARYS
COMMUNITY RATING SYSTEM (CRS) PROGRAM FOR PUBLIC INFORMATION**

WHEREAS, the National Flood Insurance Program's (NFIP) Community Rating System (CRS) is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements; and

WHEREAS, as a result of these activities, flood insurance premium rates are discounted to reflect the reduced flood risk resulting from the community actions meeting the three goals of the CRS:

1. Reduce flood damage to insurable property;
2. Strengthen and support the insurance aspects of the NFIP, and
3. Encourage a comprehensive approach to floodplain management; and

WHEREAS, Camden County has been actively participating in the CRS program since May 1, 2013; and

WHEREAS, the County's commitment to the CRS program enhances public safety, protects property, preserves the natural functions of floodplains, and reduces flood insurance premiums; and

WHEREAS, the County is currently a Class 7 Community, which gives its residents in the Special Flood Hazard Area (SFHA) a 15% discount on their flood insurance premiums; and

WHEREAS, a major component of the CRS program is promoting, through outreach projects, public awareness of flood hazards, protecting yourself and your property from the flood hazard, emergency preparedness and the importance of purchasing flood insurance; and

WHEREAS, the CRS program highly recommends that communities create a public information program, a more comprehensive approach for public outreach, that will have all of the activities, materials and educational opportunities assembled in a coordinated document, so that people at risk can learn about the hazards they face, protect themselves and their property, know the benefits of having flood insurance coverage, prepare for flooding and take steps to reduce their exposure to flood damage; and

WHEREAS, in an effort to maintain the reduced flood insurance premium costs to its residents and to provide flood hazard, flood insurance and emergency preparedness information to property owners through a more aggressive outreach program, the City and the County have jointly developed the Program for Public Information (PPI); and

WHEREAS, the Public Planning Committee held a public meeting on October 26, 2016 at which time a presentation was made by staff and an opportunity was given for the public to comment on the proposed PPI; and

WHEREAS, the Public Planning Committee, after consideration of the staff presentation and public comments, voted to recommend that Camden County Commission approve the proposed PPI; and

WHEREAS, after due consideration of said program and the recommendation of the Public Planning Committee, the Board of Commissioners, upon further review, finds it is in the public interest to (approve) the proposed PPI.

NOW, THEREFORE BE IT RESOLVED BY THE CAMDEN COUNTY BOARD OF COMMISSIONERS THAT the *Community Rating System Program for Public Information* has been approved.

ADOPTED IN LAWFUL ASSEMBLY on this _____ day of _____, 2015.

**CAMDEN COUNTY, GEORGIA
BOARD OF COUNTY COMMISSIONERS**

ATTEST:

James H. Starline, Chairman

Kathryn A. Bishop, County Clerk

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 5

SUBJECT: Acceptance of grant from Governor's Office of Highway Safety –
Seatbelt Safety

- Recommendation
- Policy Discussion
- Status Report
- Action Item
- Other

DATE: 11/08/2016

BUDGET INFORMATION:

REVENUES: 26,000
EXPENSES: 26,000

FUNDING SOURCE: Grant award

COMMISSION ACTION REQUESTED ON: 11/15/2016

PURPOSE:

To request that the Board of Commissioners:

- a. To consider the acceptance of a grant award in the amount of \$26,000 provided by the GA Governor's Office of Highway Safety.

HISTORY:

1. New funding. Application submitted

FACTS & ISSUES:

1. In 2014, a Camden County Sheriff's Office deputy was involved in a crash in which the vehicle rolled 9 times. Due to proper seat belt use, the officer only sustained non-life threatening injuries. The Camden County Sheriff's Office will use this accident as teachable opportunity on the importance of proper seat belt use. The Camden County Sheriff's Office plans to mount and house the wrecked vehicle in a manufactured trailer that includes a presentation of the video documenting the accident.
2. In 2015, 702 of the 1,432 fatalities recorded in Georgia, involved ejection from the vehicle, which constitutes 49% of the total fatalities. These fatalities, while tragic were possibly preventable. Camden County saw almost identical statistics regarding unrestrained automobile fatalities. According to the most recent data, 50% of fatal crashes in Camden County involved driver and/or passengers not wearing their seat belt.
3. Grant funds will be used to purchase the trailer, fuel, and travel to grant training. No match is required.

OPTIONS:

1. Motion to accept the grant award in the amount of \$26,000 provided by the GA Governor's Office of Highway Safety. .

2. Motion to deny this item.
3. Motion to table this item.
4. Other action by the Board.

DEPARTMENT RECOMMENDED ACTION:

1. To be determined by the Board.

DEPARTMENT:

Prepared by:

*Julie Haigler,
Grants Manager*

IF APPLICABLE:

County Attorney Review:

N/A

IF APPLICABLE:

Finance Review:

Mike Fender, Director

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 6

SUBJECT: Consideration of Budget Amendments for Fiscal Year 2016.

- (X) Recommendation
- () Policy Discussion
- () Status Report

- (X) Action Item
- () Other

DATE: November 9, 2016

BUDGET INFORMATION:

FUNDING SOURCE: as reflected in the attached budget resolution

COMMISSION ACTION REQUESTED ON: November 15, 2016

PURPOSE:

To request that the Board of Commissioners:

- a. To consider the adoption of the attached budget amendment as presented.

HISTORY:

- 1. Budget amendments are a part of the annual budget process as terms and conditions change during the fiscal year.
- 2. Budget amendments are only done as needed or required by State law.

FACTS & ISSUES:

- 1. This amendment will allow additional funding from the fund balance for on-going costs related to the Space Port project; additional legal fees; and ambulance billing services.

OPTIONS:

- 1. Motion to approve the budget amendment as presented.
- 2. Motion to deny this item.
- 3. Motion to table this item.
- 4. Other action by the Board.

DEPARTMENT RECOMMENDED ACTION:

- 1. Staff recommends the adoption of the budget amendment as presented.

DEPARTMENT:

Prepared by:

Mike Fender, Director

IF APPLICABLE:

County Attorney Review:

N/A

IF APPLICABLE:

Finance Review:

N/A

A RESOLUTION TO AMEND THE 2015 - 2016 FISCAL
BUDGET RESOLUTION FOR THE CAMDEN COUNTY
BOARD OF COMMISSIONERS

BE IT RESOLVED by the Camden County Board of Commissioners, Camden County, Georgia in regular session lawfully assembled for County purposes :

That it is necessary to recognize planned additional costs for exceeded budgets for the fiscal year;

That the above transactions can be fulfilled by changing the following budget accounts in the General Fund :

<u>Budget Acct</u>	<u>Adopted Bud</u>	<u>Net Change</u>	<u>Proposed Bud</u>	<u>Description of Change</u>
1506-52.1300	\$ 941,300	\$ 19,150	\$ 960,450	Special Appropriations - Space Port
1530-52.1201	\$ 52,200	\$ 18,500	\$ 70,700	County Attorney - Legal Fees
3600-52.1254	\$ 37,100	\$ 9,000	\$ 46,100	EMS - Contract Services (Ambulance Billing)
-39.9999	\$ 4,415,421	\$ 46,650	\$ 4,462,071	Fund Balance - remaining costs

THEREFORE BE IT RESOLVED, that the Camden County Board of Commissioners does hereby ordain, resolve, and enact the foregoing budget amendments for Camden County, Georgia.

Adopted this _____ day of _____, 2016

CAMDEN COUNTY BOARD OF COMMISSIONERS

James H. Starline, Chairman

Attest :

Katie Bishop, County Clerk

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM: 7

SUBJECT: Written notice of non-renewal-Advanced Disposal Stateline, L.L.C. - Franchise agreement for residential solid waste collection service

- Recommendation
- Policy Discussion
- Status Report
- Action Item
- Other

DATE: November 9th

BUDGET INFORMATION: None at this time.

COMMISSION ACTION REQUESTED ON: November 15th

PURPOSE:

To request that the Board of Commissioners:

- a. To consider the approval of written notice of non-renewal-Advanced Disposal Stateline, L.L.C. - Franchise agreement for residential solid waste collection service

HISTORY:

- 1. In order to place this service out for bid the County must provide a written notice of non-renewal to Advance Disposal Services Stateline, L.L.C.
- 2. The County wishes to continue and complete all services through the contract end date of June 30, 2017.

FACTS & ISSUES:

- 1. Article I – Consideration and Term, provides that at least sixty (60) days written notice of nonrenewal be provided to the Franchisee.
- 2. With non-renewal notice provided to the current contract holder the County wishes to place this service out for bid at the first of the year.
- 3. The current Franchisee contract holder can participate in the bid process.

OPTIONS:

- 1. Motion to approve the written notice of non-renewal - Advanced Disposal Stateline, L.L.C. - Franchise agreement for residential solid waste collection service.
- 2. Motion to deny this item.
- 3. Motion to table this item.
- 4. Other action by the Board.

DEPARTMENT RECOMMENDED ACTION:

- 1. To be determined by the Board.

DEPARTMENT:

Prepared by:

Mike Fender, Director

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers

IF APPLICABLE:

Finance Review:

N/A

December 1, 2016

CERTIFIED RETURN RECEIPT REQUESTED

Director / Manager
Advance Disposal Services Stateline, L.L.C.
7580 Phillips Highway
Jacksonville, FL 32256

Dear Sir or Ma'am,

This letter serves as official written notification of nonrenewal from the Camden County Board of County Commissioners. In accordance with the Franchise Agreement for Residential Solid Waste Collection Service, Article I, Consideration and Term, this notice is given as required by providing your office at least sixty (60) days written notice of nonrenewal. The contract with Advance Disposal Services Stateline, L.L.C. is set to expire June 30, 2017, and the County wishes to continue and complete all services through the contract end date of June 30, 2017.

Should you have any questions, please do not hesitate to contact me at (912) 576-6684, and I will do my best to assist you.

Sincerely,

Camden County Board of Commissioners

Alethea Harris,
Purchasing Officer

FRANCHISE AGREEMENT
FOR
RESIDENTIAL SOLID WASTE COLLECTION SERVICE

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Obg 6/24/11modified 6/25/11; modified 3/2/12
FRANCHISE AGREEMENT
FOR
RESIDENTIAL SOLID WASTE COLLECTION SERVICE

This Agreement is executed by and between CAMDEN COUNTY, a political subdivision of the State of Georgia by and through its Board of County Commissioners (hereinafter the "Board") and ADVANCED DISPOSAL SERVICES STATELINE, L.L.C., (hereinafter the "Franchisee"), this ____ day of _____ 2012.

ARTICLE 1 – CONSIDERATION AND TERM

For good and valued consideration, the receipt, sufficiency, and adequacy of which is hereby acknowledged, and including the mutual promises and Covenants hereinafter set forth, the parties hereby agree to include, but not united to the following:

The Board desires to contract for the services of Franchisee to provide an individual household curbside collection service for the weekly collection of the household solid waste in the unincorporated areas of Camden County. The Franchisee desires to contract with the Board to provide an individual household curbside collection service for the weekly collection of the household solid waste in the unincorporated areas of Camden County.

The term of this agreement shall begin from March 6, 2012 and terminate on June 30, 2017 (the "Term"). This Contract may be automatically renewed for *one (1) additional five (5) year term* (the "Renewal Term") upon the same terms and conditions as set forth herein unless either party provides a written notice of non-renewal to the other party at least sixty (60) days prior to the end of the Term.

ARTICLE 2 – SERVICES

The Franchisee's responsibility under this agreement is to provide for the collection and disposal of Solid Waste from the residences located in the unincorporated areas of Camden County, Georgia on a scheduled basis.

The services will be provided to all such residences located along routes serviced daily by standard of two (2) wheel drive postal delivery vehicles which are readily serviceable with Franchisee's vehicles and equipment.

Services of the Franchisee shall be under the general direction of the Director of the Camden County Solid Waste Authority or his designee who shall act as the County's representative during the performance of this agreement.

ARTICLE 3 – DEFINITIONS

1. **Definitions.** The following terms where used in this Agreement in capitalized form shall have the meaning ascribed to them in this Section, unless different meanings are clearly indicated by the context. When not inconsistent with the context, words used in the present

tense include the future, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory.

- A. "Application" means a request for a Franchise, transfer or an existing Franchise, renewal of a Franchise, or transfer/renewal of a Franchise.
- B. "Board" means the Board of County Commissioners of Camden County, Georgia.
- C. "Bulky item" means household waste generated under normal living conditions. (Excluded items are those associated with construction, remodeling, addition or demolition, as well as items that are designated as hazardous waste by County or State agencies.
- D. "Bundle" means a unit of Solid Waste which by its very nature is generally not conducive to placement in Receptacle and which shall be bound securely together so as to avoid disintegration or spillage when lifted or moved, and which shall be bound securely together so as to avoid disintegration or spillage when lifted or moved, and shall not exceed two (2) feet by two (2) feet by four (4) feet in size and be not in excess of fifty (50) pounds in weight.
- E. "Clean Debris" means any waste which is virtually inert and which is not a pollution threat to ground water or surface waters and is not a fire hazard, and which is likely to retain its physical and chemical structure under expected conditions of disposal and use, including uncontaminated concrete, including embedded pipe or steel, brick, glass, ceramics, and other Wastes designated by the Department.
- F. "Commercial establishments" means all commercial establishments, including, but not being limited to motels, hotels, apartments and trailer parks, stores, office buildings, restaurants, service stations and garages, laundries and cleaning establishments, Industrial Establishments and all other places not classes as residential producing or accumulating Solid Waste, including adjacent unimproved property.
- G. "Composting" means a controlled process of degrading organic matter by micro-organisms which results in a humus material and may include simple exposure resulting in a natural decay or physical turning, windowing, aerating or other mechanical reduction or the organic matter.
- H. "Composting Facility" means a facility where organic matter is processed by Composing.
- I. "Construction and Demolition Debris" means materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from a construction or demolition project and including rocks, soils, tree remains, trees, and other vegetative matter which normally results from, land clearing or land development operations for a construction project. Mixing of

Construction and Demolition Debris with other types of Solid Waste, including material from a construction or demolition site which is not from the actual construction or destruction of a structure, will cause it to be classified as other than Construction and Demolition Debris.

- J. "Container" means a "roll off" container or an enclosed container with a close fitting cover or doors with a capacity in excess of one (1) cubic yard, approved by the Department, which is used to store large volumes of solid waste for collection. A container must be of the type serviced by mechanical equipment.
- K. "Container Service" means collection of Garbage and Recyclable materials stored in Containers.
- L. "County" means Camden County, Georgia.
- M. "Customer" means individual household for which collection services are to be provided by Franchisee. Said individual household count shall be the active accounts as determined by the billing office of the Camden County Solid Waste Authority on a monthly billing cycle.
- N. "Department" means the Camden County Solid Waste Authority Curbside Collection Office.
- O. "Designated Disposal Facility" means the SR 110 Landfill located in the County, or any other Solid Waste Facility or Solid Waste Management Facility mutually agreed to between the Department and the Franchisee in writing.
- P. "Franchise" means the rights granted hereunder to collect and transport Solid Waste from Residential Units, and is not intended to include any license or permit required for the privilege of transacting and carrying on a business within the County as may be required by general law.
- Q. "Franchise Agreement" means this Agreement entered into voluntarily between the Franchisee and the Board including all terms, conditions, specifications and exhibits, the Franchisee's Franchise Application, and any mutually accepted changes thereto, as necessary to implement the Franchise granted by the Board.
- R. "Franchisee" means the Person issued this Franchise by the Board pursuant to this Agreement.
- S. "Garbage" means materials resulting from preparation, cooking, and serving of food, market wastes, trimmings and other discarded matter from meat or produce, including packaging materials and containers and other similar type refuse as defined by rules of the Department. All garbage must be generated from the residence and non commercial in nature.

- T. "Hazardous Substance" means any substance which is defined as a Hazardous Substance in the United States Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 94 Stat. 2767 as may be amended from time to time, including but not limited to any material or substance designated as hazardous by the United States Environmental Protection Agency or any applicable federal, state, local or municipal authority.
- U. "Hazardous Waste" means Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed and including an materials specifically designated by the Department, including but not limited to any waste designated as hazardous by the United States Environmental Protection Agency or any applicable federal, state, local or municipal authority.
- V. "Incorporated Area" means the areas of the County lying within the incorporated municipalities of St. Marys, Kingsland, and Woodbine.
- W. "Institutional Establishments" means establishments operated by governmental entities, non-profit organizations, tax exempt hospitals, and public, charitable, philanthropic, or religious institutions conducted for the benefit of the public or a recognized section of the public. Establishments not covered by the foregoing definition shall be considered Commercial Establishments.
- X. "Owner" means Person or Persons occupying owning property within the Unincorporated and Incorporated Areas, who shall be a customer.
- Y. "Performance Bond" means the form of security set forth in this Agreement and furnished by the Franchisee as a guarantee that Franchisee will perform its work in accordance with this Franchise Agreement and will pay all lawful claims relating hereto.
- Z. "Person" means any and all Persons, natural or artificial, including any individual, firm or association; any municipal or private corporation organized or existing under the laws of this state or any other state; any county of this state; any and all governmental agency of this state or the Federal Government.
- AA. "Receptacle" means any container having a capacity of not more than ninety (90) gallons approved by the Department for Residential Waste Collection Service and may include bags provided by Franchisee and/or the County for use in the storage and collection of specific types of Solid Waste and Recyclable Material.
- BB. "Recovered Materials" means those materials which have known potential for Recycling, can be feasibly recycled, and have been diverted or removed for the Solid Waste stream for sale, use, or reuse, by separation, collection, or processing.

- CC. “Recyclable Material” means those materials which are suitable for recycling, which have undergone source separation, and which would otherwise be processed or disposed of as Solid Waste. Recyclable Materials shall consist of aluminum, tin cans, newspapers, card board, plastic No. 1 and No. 2 and glass (clear, green, brown).
- DD. “Recycling” means any process by which Solid Waste, or materials which would otherwise become Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
- EE. “Residential Waste Collection Service” means the collection of Garbage and Recyclable Material from Residential Units.
- FF. “Residential Unit” means any structure or shelter or any part thereof used or constructed for use as a residence of one (1) family, the adjacent unimproved property, and accessory improvements.
- GG. “Residential Waste” means Garbage resulting from the normal housekeeping activities of a Residential Unit.
- HH. “Resource Recovery” means the process of recovering materials or energy from Solid Waste, excluding those materials of Solid Waste under control of the Nuclear Regulatory Commission.
- II. “Solid Waste” means Garbage, Yard Trash, Clean Debris, White Goods, Construction and Demolition Debris or other discarded material resulting from normal housekeeping activities, but such term shall in no event, anything to the contrary in this Agreement notwithstanding, include Hazardous Substances, Hazardous Materials or Biological Waste.
- JJ. “Solid Waste Disposal Facility” means any Solid Waste Management Facility which is the final resting place for Solid Waste, including landfills and incineration facilities that produce ash for the process of incinerating municipal Solid Waste.
- KK. “Solid Waste Management Facility” means any Solid Waste disposal area, Volume Reduction plant, Compost Facility or other facility, the purpose of which is Recycling, Resource Recovery or the Disposal, Processing, or storage of Solid Waste, excluding facilities which use or ship Recovered Materials unless such facilities are managing Solid Waste.
- LL. “Special Services” means any Solid Waste collection and disposal services which require a Franchisee to render services beyond the minimum requirements of this Franchise Agreement.

- MM. "Special Wastes" means Solid Waste that requires special handling and management, including, but not limited to, extra-large White Goods, mattresses, furniture, tree limbs and roots.
- NN. "Surety" means any of the issuers of Performance Bonds guaranteeing the full and proper performance of the Franchise established by this Franchise Agreement.
- OO. "Unincorporated Area" means the Unincorporated Areas of Camden County existing as the date of this contract and those certain areas as added from time to time by the Board of County Commissioners as shown on the Camden County Official Zoning Map and the maps of the Camden County Board of tax Assessors.
- PP. "Volume Reduction Plant" means incinerators, pulverizers, compactors, shredding and baling plants, composting plants, and other plants which accept and process Solid Waste for Recycling or Resource Recovery.
- QQ. "White Goods" means inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar domestic large appliances used for residential purposes.
- RR. "Yard Trash" means vegetative matter resulting from landscaping maintenance, including but not limited to grass clippings, leaves, twigs, etc., and material resulting from normal landscaping maintenance.

ARTICLE 4 – SCHEDULE OF SERVICE

The collection service authorized hereunder is for Residential Units located within the Unincorporated Areas of Camden County, Georgia which shall be defined pursuant to the zoning maps of Camden County and as reflected on Camden County Board of Tax Assessors Maps.

Customers for which the weekly individual household curbside collection service is to be provided shall be determined by the Board through the Camden County Solid Waste Authority collection office; said collection office shall keep current records with customers and their account payment history. The collection office shall provide on a monthly basis the number of customers. Franchisee shall provide the service as defined herein; and Franchisee shall receive payment for the Franchisee services based on the number of active monthly accounts as provided by the billing office. The Board and Franchisee agree that the customer count may vary from month to month. Board shall notify Franchisee of new accounts or re-established accounts within five (5) days of the establishment of the new account or the re-activation of a delinquent payment account. Franchisee shall implement the collection service within the following seven (7) business days.

The Board and Franchisee agree to provide the services herein to qualified indigent customers, once the individual has provided proper information to the Board verifying their indigent status as defined by the Board. Franchisee shall bill the Board at the reduced rate of fifty (50) percent of the current rate charged to regular customers for this type of account.

The Franchisee shall provide the services as defined herein to the following at no cost to the customer:

- (A) County buildings and facilities owned, leased or under the direct control of the Camden County Board of Commissioners.
- (B) Non-profit churches, once the services herein have been requested and proof of non-profit status has been provided and approved for service by the Board.

ARTICLE 5 – LEVEL OF SERVICE, RATES, CHARGES

1. Collection Services and Operations.

A. Services To Be Performed by Franchisee

The Board hereby grants the Franchisee the exclusive right during the Term of this Agreement and any renewal hereof to collect Solid Waste and Recyclable Materials pursuant to this Agreement and the Board warrants that it has the authority to grant such an exclusive right. The Board further covenants that during the Term of this Agreement or any renewal hereof it will not engage other individuals or itself or permit other individuals or itself to become involved in the activity of collecting or disposing of Solid Waste and Recyclable Materials or any other similar activity that would impair the exclusive right to the Franchisee.

B. Residential Waste Collection Service.

(1) Frequency of Waste Collection.

- (a) Franchisee shall pick-up from each Customer location one (1) time each week, all Solid Waste generated by the Customer and placed for collection in approved Receptacles.
- (b) Franchisee shall pick-up from each Customer location every week, all Recyclable Material generated by the Customer and placed for collection in approved Receptacles or Bundles.
- (c) Franchisee shall not be required to provide yard trash collection service.
- (d) Pick-ups shall not be reduced by Holidays, but picks-ups normally scheduled to be made on a holiday may be rescheduled upon approval by the Department after at least five (5) days prior notification to the affected Customers by publication or other means approved by the Camden County Solid Waste Authority. Any publication shall be at the expense of the Franchisee.

- (2) Quantity. Franchisee shall be required to pick-up all Garbage and Recyclable Materials generated by the Customer at their location, provided that:
- (a)
- i. Garbage has been placed by the Customer for collection separately and Recyclable Material, in approved Receptacles or Bundles.
 - ii. All Recyclable Materials have been placed by the Customer for collection in approved Receptacles or Bundles.
 - iii. White Goods and bulky items will be collected and transported to the designated Disposal Facility within ten (10) days of request by the Customer at no additional charge.
- (b) Franchisee shall not be required to collect any Solid Waste, White Goods, Bulky Items and/or Recyclable Materials which do not comply with the requirements set forth in this Article 4 except by Special Service. Furthermore, anything contained in this Agreement to the contrary notwithstanding, Franchisee shall under no circumstances be required to collect, transport or dispose of any material which is considered to be Hazardous Waste, Hazardous Substance, or Biological Waste.
- (3) Waste Collection. Franchisee shall make collections with a minimum of noise and disturbance. Any spillage by the Franchisee during the collection and disposal process shall be picked up and removed immediately by Franchisee, provided Franchisee shall not be required to pick-up spillage caused by the Customer or overfill by Customer of a Receptacle or Container.
- (4) Special Services. Services such as back door collection, below ground collection, collection from a Customer being provided Residential Waste Collection Service of other than Residential Waste Collection Service or other than Residential Waste, or additional pick-ups shall be provided for at a separate fee based upon terms agreed to by the Franchisee and the Customer, unless such fee is otherwise established under the authority of this Franchise Agreement. Requests for pick-ups Special Waste shall be considered as requests for Special Services. Charges for Special Services shall not be unreasonable nor excessive and performance of Special Services shall be at the discretion of Franchisee.
- (5) Solid Waste Receptacles.

- (a) Garbage. Garbage shall be placed for collection in Receptacles to be furnished by the Franchisee having wheels and a capacity of ninety (90) gallons.
- (b) Recyclable Materials.
 - i. With the exception of bundled newspapers and corrugated paper, all household Recyclable Material shall be placed for collection in Receptacles having a capacity of nineteen (19) gallons furnished by the Franchisee (“the “Recycling Bins”).
 - ii. Newspaper and corrugated materials shall be placed for collection in bundles at curbside under of adjacent to the Recycling Bins.
- (c) Hazardous Waste. Franchisee shall not be responsible for the collection of Hazardous Waste other than normal small quantities as may be conservatively generated as part of Residential Waste.
- (d) Location of Residential Waste for Collection. All Residential Service Customers shall place Residential Waste for collection at the location hereinafter provided for the collection of Receptacles for Residential Waste Collection Service, unless Franchisee has agreed to provide a Special Service collection at another location.

2. Receptacles and Bundles.

- A. All Customers shall use the approved Receptacles furnished by the Franchisee. Additional Receptacles, which shall meet the specifications and definitions in this Agreement, may be used by the Customer in addition to those provided by Franchisee.
- B. Receptacles shall be kept covered at all times and maintained in good condition. Any Receptacle that does not conform with the provisions of this regulation or that may have ragged or sharp edges, or any other defect liable to hamper or injure the person working in, on or around said Receptacle must be promptly repaired or replaced with an approved Receptacle upon receipt of notice to that effect from the Customer or the Camden County Solid Waste Authority. By receipt of the Receptacles, the Customer assumes responsibility for the proper care and maintenance of the Receptacles. In the event replacement Receptacles and/or Recycling Bins become necessary and, in the reasonable opinion of Franchisee, such replacement is necessitated by misuse or neglect, the replacement cost for such Receptacles and/or Recycling Bins shall be born by the Customer and in no event by the Franchisee; it being understood between the parties

that Franchisee shall be responsible for repair or replacement of Receptacles only in the event they become unfit for their purpose by virtue of normal wear and tear.

C. Location of Receptacles and Bundles.

- (1) Receptacles and bundles for Residential Waste Collection Service shall be placed at ground level, on the property of the Customer and shall not be placed upon County or public property or neighboring property not in the ownership or tenancy of the person by whom the Solid Waste is generated, whether such neighboring property be vacant or improved; provided, however, that in order to be eligible for pick-up by the Franchisee, the Customer shall place Receptacles and Bundles ready for collection at a maximum distance of ten (10) feet from the traveled and graded or paved portion of the right-of-way and adjacent to, or upon the corners of, the Customer's driveway for servicing by Franchisee. Such placement of Receptacles and Bundles shall be easily accessible to the Department for inspection and to employees of the Franchisee for collection.
- (2) At no time shall any receptacles, bundles, or solid waste be placed on or within the traveled and graded or paved portion of any right-of-way, or on or within any gutters, ditches or sidewalks. This shall not prohibit placement in the Owner's driveway, adjacent to the traveled way.
- (3) Receptacles and Bundles for Residential Waste Collection shall be placed for collection prior to 6:00 a.m. of the day of collection, but in no case shall Receptacles or Bundles be placed on public right-of-way more than twelve (12) hours preceding the day of collection. The normal hours of collection are after the hour of 6:00 a.m. on days designated by Franchisee.
- (4) Customers wishing not to place Receptacles or Bundles at the designated location shall contract with the Franchisee for collection and disposal of Solid Waste as a Special Service, unless otherwise provided herein.
- (5) Any Receptacle offered for collection which has not been approved by the Department shall be clearly marked by the Franchisee, specifying the manner in which the Receptacle fails to meet the approved standards.

3. Customer Restrictions.

- A. Franchisee shall not be required to collect any Solid Waste which does not conform to the standards set forth herein.
- B. Franchisee shall have the right to terminate service to any Customer violating any provision of this Agreement. Written notice of such termination shall be provided to the Board and Customer enumerating the repeated violation(s), with a copy furnished to the Camden County Solid Waste Authority.

ARTICLE 6 – FRANCHISEE OBLIGATIONS

1. Franchise Performance. In the event the Franchisee shall violate any of the terms, conditions, or provisions of this Franchise Agreement, or any of the regulations promulgated by the Board pursuant thereto, the Board shall notify the Franchisee, in writing, to desist from further violations. If the violation continues for a period of fifteen (15) days thereafter and unless during such time the Franchisee has made diligent efforts to remedy same, the Franchisee may be deemed to have forfeited the Franchise; provided, the Franchisee may, within said fifteen (15) day period, petition the Board for hearing regarding whether ground for forfeiture exist. A forfeiture shall mean the Franchisee's rights under the Franchise are revoked and the Franchise Agreement terminated ("Forfeiture"). Forfeiture shall take effect upon the certified mailing from the Department of notice thereof to the Franchisee.

2. General Conditions.

- A. (1) To provide a better service and improve Customer goodwill, the Franchisee's personnel shall be instructed to and shall refrain from engaging in any arguments with Customers and from exhibiting or expressing surliness, ill-manners or disrespect toward Customers, and shall present a neat appearance at all times.
- (2) When any action shall be taken by the Franchisee under the authority granted by these rules and such action shall be objected to by any Customer, either the Franchisee or the Customer may submit the controversy to the Department for mediation, conciliation, or adjudication.
- B. The Board may, in its sole discretion, require the Franchisee to furnish to the Board on an annual basis, a performance bond in the amount not to exceed Two hundred forty thousand dollars (\$240,000.00) to insure continuity of collections and disposal service. The bond shall be conditioned upon performance of the Franchise obligations, and it shall be considered a violation of the Franchise and the bond conditions if the Franchisee shall:
 - (1) Fail to cure a violation under Article 5 hereof after having been given fifteen (15) days notice of failure to comply.

- (2) Take the benefit of any present or future insolvency statutes, or make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement, reorganization or readjustment of its indebtedness under the Federal bankruptcy laws or under any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property.
- (3) By an order or judgment by a court of competent jurisdiction be adjudged bankrupt; provided however, that if such judgment or order is vacated within sixty (60) days after the entry thereof, any notice or forfeiture of Franchise under Subsection 1 hereof resulting therefrom shall be null, void, and of no effect.

ARTICLE 7 – PAYMENT TO FRANCHISEE

1. The Franchisee shall bill the Camden County Solid Waste Authority by the 10th day of the following month for service rendered during the preceding month. The billing shall be based upon the count of Residential Units of record and being serviced pursuant to this Agreement as of the last day of the month for which billing is issued. This billing is to be exclusive of Special Services. Payment from the Board to Franchisee shall be due upon receipt by the Board of Franchisee's bill and will be made no later than the 10th day of the month following receipt of said billing.
2. The Franchisee shall bill the respective Customer for Special Services by the 10th day of the month following the month during which said Special Services were rendered. Payment from the Customer to Franchisee therefore shall be due upon receipt by the Customer of Franchisee's bill.
3. In the event it shall become desirable or necessary to terminate the Service required of the Franchisee by reason of nonpayment of charges by any customer, such services shall not be discontinued until a written notice has been delivered or mailed to the Residential Unit where such services are to be discontinued, and a copy of such notice mailed to the Franchisee at least ten (10) days prior to the discontinuance.
4. Customer Service.
 - A. This Franchisee shall provide and make known to the Board a local phone service and/or location where the public may request Solid Waste Collection Service.
 - B. The Franchisee agrees to provide back door service at no additional charge for those people who are physically handicapped and have no other means to get cans to roadside.
 - C. Franchisee shall require its employees to serve the public in a courteous, helpful, and impartial manner. All Franchisee personnel in both the field and the office shall refrain from belligerent behavior and profanity. Correction of any such

behavior and language shall be the responsibility of Franchisee. Personnel shall perform collection service with as little noise and little disturbance to the Customer as possible. No employee shall disturb or otherwise handle or move Customer or Board property that is unnecessary to the proper execution of his or her duties. Care shall be taken to prevent damage to property, including waste containers, shrubs, flowers and other plants. Collection shall be done in a sanitary manner and any spillage by Franchisee shall be immediately picked up and disposed in the collection vehicle. Personnel shall not be required to expose themselves to the danger of being bitten by vicious dogs in order to accomplish collection. In any case where the Owner or tenants have such animals at large, Franchisee shall immediately notify the Department and the County's Animal Control Officer in writing of such condition and of Franchisee's inability to perform collection service because of such condition.

5. Rates.

A. Current Rates. The current monthly rates for collection service as of the date of this contract are hereby established for each Residential Unit as follows and shall not be increased for any reason other than as stated and agreed herein:

Solid Waste	\$7.93
Recycling	2.70
White Goods/ <u>Bulky Items</u>	<u>No Charge</u>
<u>TOTAL</u>	<u>\$10.63</u>

The Franchisee shall bill the Board at the reduced rate of fifty (50) percent of the current rate in effect, for qualified indigent customers as defined by the Department.

Franchisee shall not charge a fee for the weekly collection services for the following as defined in ARTICLE 4 of this agreement.

- (A) County buildings and facilities owned, leased or under the direct control of the Camden County Board of Commissioners.
- (B) Non-profit churches, once the services herein have been requested and proof of non-profit status has been provided and approved for service by the Board.

B. Rate Changes. Unless rates charged here under are adjusted pursuant to Article 6 (6) (C), Rate Adjustment, initial rates established in the Franchise Agreement shall remain in effect for the duration of the Franchise unless the Board approves a rate change based upon either a change in the compensation system of the Franchisee, or a Franchisee's request for a rate increase. No such rate change shall be made until a public hearing has been held on the application of an interested party or of the Board on its own motion requesting for a change in the rate schedule. A Notice thereof must be given by publication one time at least

fifteen (15) days prior to the date of the public hearing in the County legal organ, and, if the application is not made by the Franchisee, by mailing a copy of the said notice by certified mail, return receipt requested, to the said Franchisee at least ten (10) days prior to said notice of hearing. Any change shall be incorporated into a resolution adopted by the Board at the hearing or a continuation thereof. Notwithstanding the foregoing, however, no upward rate adjustment shall take effect for a period not to exceed one (1) year from the date of execution of the original agreement. An audit of the Franchisee's books may be conducted by a Board appointed Certified Public Accountant (CPA) before a rate change is approved or disapproved. The Franchisee shall pay the cost of all audits, legal fees, etc., incurred by the Board in reviewing a proposed rate change, if the request is initiated by the Franchisee.

- C. Rate Adjustment. It is the intention of the County to enter into a franchise agreement with the qualified vendor having the best and most detailed proposal for accomplishing the tasks outlined, at the lowest cost to the recipients. Separate and apart from the conditions required for eligibility of rate changes set forth above and notwithstanding any terms and conditions to the contrary relating thereto, the Franchisee shall be entitled to rate adjustments based on changes in the Consumer Price index as follow: (1) Beginning on July 1, 2013 and each and every year on the first day of July thereafter pursuant the terms of this Agreement and on each July 1st thereafter, including any renewal periods, the rates to be paid to Franchisee hereunder shall be subject to annual price adjustments which shall be made by applying to the then current rate, the ratio change between the former and the current index of the Consumer Price Index for ALL URBAN WAGE EARNERS on a national basis To: Urban Wage Earners and Clerical workers (CPI-W) – all items – (U.S. City Average) published by the U.S. Department of Labor, Bureau of Labor Statistics for the month ending sixty (60) days prior to each anniversary date of the Term and any Renewals (s) thereof. (2) Provided, however, that if the Bureau of Labor Statistics changes the form or the basis of calculating the Consumer Price Index, above referred to, the parties agree to request the Bureau to make available, for the life of the contract, a monthly Consumer Price Index, "All Items" number, in its present form and calculated on the same basis as the Index beginning July 2012. If the Bureau will not make a monthly Consumer Price Index available, and if a reasonably comparable successor Index is available, then the Rates set forth herein shall be computed according to such successor Index, appropriately adjusted. In order to be eligible for such adjustment, the Franchisee shall submit records and information as would support the requested adjustment in order to justify said adjustment with the County. Furthermore, the Franchisee may petition the Board for rate adjustments on the basis of unusual changes in its costs of doing business, such as revised laws, ordinances or regulations; changes in the location of Solid Waste Disposal Facilities or significantly increased fuel prices (in the case of fuel, upon proof that all existing fuel reserves at the lower rates have been depleted). Any fuel allowances granted the Franchisee shall be taken into account, when adjusting costs by the Consumer Price Index. Beginning July 1, 2012 the CPI Rate increase shall be computed at 70% of that referenced above.

The Franchisee further agrees that there shall be not rate increases for the period beginning July 1, 2012 through June 30, 2013.

In the event that fuel rates are reduced substantially, the Solid Waste Authority may petition the Board for lower rates to be charged by the Franchisee.

7. Disposal Fees and Regulations.
 - A. Disposal at Designated Disposal Facilities. The Franchisee shall dispose of all Solid Waste collected by it under the terms of the Agreement at only the Designated Disposal Facilities as agreed and approved by the Board and the Board shall pay any and all disposal fees incurred by or on behalf of the Franchisee arising out of Franchisee's performance under this Agreement. An arrangement shall be implemented with no binding effect on Franchisee whereby said disposal fees shall be billed directly from the Designated Disposal Facility to the Board and whereby the Board shall pay such fees directly to the Designated Disposal Facility. The Board shall reimburse Franchisee in the event Franchisee is required to expend any costs for disposal of Solid Waste pursuant to this Agreement. Furthermore, in the event Franchisee experiences a net cost for disposable of Recyclable Materials, Board shall have the option to reimburse Franchisee for that cost or to place such materials in the Designated Disposal Facility.
 - B. Solid Waste Non-Returnable. No Solid Waste, once collected, may be returned to the Customer without the written approval of the Board, or to any location other than a Designated Disposal Facility.
 - C. Penalty. The penalty for disposal at any location other than a Designated Disposal Facility shall be two (2) times the applicable disposal fee, payable to the Board.
8. Franchise Fee. The Board recognizes that a Franchise Fee, if instituted, would increase the cost of services to the citizens of Camden County, and therefore the Board is not requiring a Franchise Fee of the Franchisee at this time. The Board hereby reserves the right and authority to require the payment of a Franchise Fee by the Franchisee, to be payable to the Board in accordance with the terms hereof. The Board further agrees to give the Franchisee a minimum of six (6) months notice prior to instituting a Franchisee Fee to be paid by the Franchisee. This six (6) month notice recognizes that Franchisee's billing to Board may have to be changed to account for the increased cost of a Franchise Fee not currently paid by the Franchisee. Therefore, immediately upon the institution of such Franchise Fee, Franchisee's rates may be adjusted on a prorate basis to compensate Franchisee for such Franchise Fee.

9. Annual Audit Report.

- A. The Franchisee shall maintain all of its books and records relating to the Franchise in accordance with generally accepted accounting principles.
- B. The Camden County Solid Waste Authority may conduct an accounting waste stream analysis quarterly for the purpose of reconciling accounts versus tonnage disposed of and to determine whether or not the need exists for the submittal of an audit by the Franchisee. If an audit is needed, as determined by the Camden County Solid Waste Authority in the exercise of its reasonable judgment, it shall so notify the Franchisee in writing, and shall allow the Franchisee a specific period of time to produce and submit the audit, not less than 90 days from the date of the notice. Such audit shall be prepared by an independent Certified Public Accountant, and shall include: a Statement of Gross Receipts of the Franchisee for services rendered under the Franchise, a Statement of other Expenses Incurred in sufficient detail to indicate where and how such expenses were incurred, and an Income Statement. These Statements shall be prepared in accordance with generally accepted accounting principles, and shall be fully audited in accordance with generally accepted auditing standards, and shall cover the 12 month period of time ending immediately preceding July 31, unless the Department requires the inclusion of any earlier or later period.
- C. If the Franchisee fails to submit its certified audit within the time prescribed in Paragraph A hereto or to obtain an extension for good cause shown fifteen (15) days prior to the report due date, it shall pay a late charge of ten percent (10%) of the average monthly disposal fee incurred by the Franchisee for the preceding twelve (12) month period.
- D. When a certified audit report has not been filed within the prescribed time, the Board shall notify the Franchisee, in writing, of the delinquency. If the certified audit report is not filed within thirty (30) days after the Notice of Delinquency has been mailed, the Board may conduct an independent audit of the books and records of the Franchisee. Thereupon, the Franchisee shall be liable not only for the late charge but all costs of the audit and reasonable attorney's fees for collection.

10. Unlawful Operation

It shall be unlawful for any Person or Business to collect, remove, or dispose of Solid Waste for others in the Unincorporated Area of Camden County. Notwithstanding the foregoing, this Franchise Agreement and any exclusivity granted to Franchisee shall not be deemed to prohibit transportation and disposal by any Person or Business of the Solid Waste, Garbage, Yard Waste, Construction and Demolition Debris generated exclusively by such Person or Business in the pursuit of its lawful conduct and affairs.

ARTICE 8 – INSURANCE

- A. The Franchisee shall provide and keep in force a comprehensive General Liability and Property Damage Insurance Policy. Such general liability coverage shall not

be less than Two Million Dollars (\$2,000,000.00) general aggregate. Said insurance shall not have limits less than One Million Dollars (\$1,000,000.00) for personal and adverse injury, and not less than One Million Dollars (\$1,000,000.00) for each occurrence. Property damage coverage shall not have a combined single limit of less than One Million Dollars (\$1,000,000.00) insuring by name the Camden County Board of Commissioners and Camden County, Georgia and the Franchisee, as their interests may appear, against public liability and property damage claims. Further, the Franchisee shall maintain in full force and effect at all times an excess liability umbrella having a Five Million Dollars (\$5,000,000.00) minimum aggregate. The Franchisee shall maintain in full force and effect at all times at least the minimum motor vehicle insurance required under the law of the State of Georgia for registration hereof, and shall provide proof of such registration to the Board for each motor vehicle used by the Franchisee in the performance of its Franchise obligations. The Franchisee shall furnish the Board with an appropriate certificate or certificates from the insurance carrier showing such insurance to be in force at all times along with an agreement from the insurance carrier to notify the Department thirty (30) days prior to any modification, revocation, cancellation or non-renewal thereof.

(1) The Franchisee shall maintain, during the life of this Agreement, adequate Workman's Compensation Insurance and Employers Liability Insurance in at least such amounts as are required by law for all of its employees per Georgia Statutes.

(2) All insurance other than Professional Liability and Workman's Compensation to be maintained by the Franchisee shall specifically include the County as an "Additional Insured".

Original copies of all required insurance herein shall be provided to the Board upon execution of this Agreement and renewal thereof.

B. All vehicles and equipment used in the fulfillment of the Franchisee duties as defined herein shall be leak proof, packer body or non-removable covered body, and shall pass periodic safety and sanitary inspection conducted by the County and/or State. All vehicles used for Solid Waste collection shall be prominently marked with the name of the Franchisee and the vehicle number on driver and passenger sides. Vehicle number shall also be marked on the front and rear of the vehicle.

C. The Franchisee shall submit a report by the fifteenth (15) of each month to the Department listing all complaints and action taken. The Franchisee shall be available to review this report with the Department if so requested.

D. The Franchisee shall make a full and prompt investigation of all Customer complaints and other service requests. For the purpose of this Section, "Complaint" shall be construed to mean substantial objections made to the Franchisee by a Customer as to its charges, facilities, or service. A written record of each complaint received shall be kept by the Franchisee. This record shall show the name and address of the complainant, and the result of any investigation, along with the disposition of the complaint and the

date of such disposition. Excessive numbers of well-founded complaints may cause for forfeiture of the Franchise.

E. The Franchise shall maintain throughout the term of this Franchise Agreement a "designated place of business" within Camden County, or within 75 miles, as well as a local telephone number to be used by the citizens of Camden County regarding questions about service, unless the Board, in its sole discretion, specifically approves otherwise, with any conditions it may deem appropriate, and with concurrence of the Franchise.

F. The Franchisee shall at all times conduct each and every aspect of his/her business in strict accord with the laws, ordinances, rules and regulations of Camden County, the State of Georgia and of the United States of America.

ARTICLE 9 – INDEMNIFICATION

The Franchisee shall indemnify and save harmless and defend the Board and Camden County, its officers, its agents, servants, and employees from and against any and all claims, liability, losses, and or cause of action which may arise from any negligent act or omission of the Franchisee, its officers, its agents, servants, or employees in the performance of service under this Agreement.

The Franchisee further agrees to indemnify, save harmless and defend the Board and Camden County, its officers, its agents, servants and employees from and against any claim, demand or cause of action of the Franchisee not included in the paragraph above and for which the County, its officers, its agents, servants or employees are alleged to be liable, provided that such demand or cause of action did not arise as a result of the negligence or willful misconduct of the Board and Camden County, its officers, its agents, servants or employees.

1. Franchise Transfer.

- A. Any person to whom the Franchise is transferred, whether for a valid consideration or not, shall be responsible for all fees owed the Board and Camden County.
- B. Any person desiring to transfer the Franchise or the rights obtained under the Franchise in whole or in part, or a Franchisee desiring to transfer a controlling interest in such Franchisee shall petition the Board for authority to transfer the Franchise or controlling interest in the Franchisee. The Board may disapprove any transfer if it has reasonable grounds to believe that the transfer will result in a degradation of performance or service provided by the Transferee, such grounds to include issues relating to the moral, commercial, or operational character of the transferee or its principals, or defer the transfer until all fees owed the Board and Camden County are paid. As used in this paragraph, the term "controlling interest" means forty (40) percent or more of the ownership or of the voting rights of the Franchisee.

- C. The Board shall have final approval of any transfers or assignments of this Agreement or any part thereof.
- D. Prior to any transfer or assignment of this Agreement or any part thereof, the Franchisee must seek prior approval from the Board in a timely manner.

ARTICLE 10 – TRUTH-IN NEGOTIATION CERTIFICATE

The signing of this Agreement by the Franchisee shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of the Agreement. All wage rates and costs shall be furnished to the Board upon execution of this agreement. Said information shall be submitted by franchisee, upon request by the county, at the time of any renewals or extensions of this agreement.

ARTICLE 11 – TERMINATION

This Agreement may be terminated by the Franchisee upon 180 days prior written notice to the County in the event of substantial failure by the Board to perform in accordance with the terms of this Agreement through no fault of the Franchisee. It may also be terminated by the Board, in the exercise of the Board's rights therefore as provided in this Agreement, within one hundred eighty (180) days upon written notice to the Franchisee. After receipt of Termination Notice and except as otherwise directed by the Board, the Franchisee shall:

- A. Stop work on the date to the extent specified.
- B. Continue and complete all parts to the work that have not been terminated.

ARTICLE 12 – SUBCONTRACTING

No portion of the work or services called for in this Agreement shall be subcontracted without County approval in writing from the Board, which approval shall not be reasonably withheld.

ARTICLE 13 – FEDERAL AND STATE TAX

The Franchisee shall not be exempted from paying sales tax to their suppliers for materials used to fulfill franchise obligations with the County, nor is the Franchisee authorized to use the County's Tax Exemption Number in securing such materials.

The Franchisee shall be responsible to payment of his/her own FICA and Social Security benefits with respect to this Agreement.

ARTICLE 14 – EXCUSABLE DELAYS

The Franchisee shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonable beyond the Franchisee's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's

ommissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; severe weather conditions. If failure to perform is caused by the failure of the Franchisee to perform or make progress, and if such failure arises out of causes reasonable beyond the control of the Franchisee then the Franchisee shall not be deemed to be in default.

ARTICLE 15 – ARREARS

The Franchisee shall not pledge Camden County's credit or make it a guarantor of payment or surety for any agreement, contract, debt, obligation, judgment, lien, or any form of indebtedness. The Franchisee further warrants and represents that it has not obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 16 – INDEPENDENT FRANCHISOR RELATIONSHIP

The Franchisee is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the Board and Camden County. All persons engaged in any part of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Franchisee's sole direction, supervision, and control. The Franchisee shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Franchisee's relationship and the relationship of its employees to the Board and Camden County shall be that of an independent Franchisee and not as employees or agents of the Board and Camden County.

The Franchisee does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 17 – CONTINGENT FEES

The Franchisee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Franchisee to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Franchisee, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 18 – ACCESS AND AUDITS

The Franchisee shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The Board shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, upon five (5) days written notice.

ARTICLE 19 – NON DISCRIMINATION

The Franchisee warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin. The Franchisee further warrants that all of Franchisee's employees and independent

contractors that provide services to the Board and Camden County are legally present in the United States as required by law; and in the event should it be determined that Franchisee's employees and independent contractors are determined to be illegally in the United States by ICE or law enforcement; Franchisee shall indemnify and hold the Board and Camden County harmless from any punitive fines, punishment or civil liabilities for the employment of the illegally employed aliens. Franchisee further agrees to adhere to the requirements of the "E-VERIFY" known as the federal work authorization program, as amended, verifying the employment of all newly hired employees which requires the Franchisee to sign an affidavit swearing that Franchisee has registered and participates in "E-VERIFY".

ARTICLE 20 – ENTIRETY OF FRANCHISE AGREEMENT

The Board and the Franchisee agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditioning contained in the Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 21 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such reasonable fees, costs, and expenses incident to appeal, incurred in that action or proceeding), in addition to any other relief to which such party or parties may be entitled.

ARTICLE 22 – AUTHORITY TO PRACTICE

The Franchisee hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct business, and that it will at all times conduct its business in a reputable manner.

ARTICLE 23 – SEVERABILITY

If any terms or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, then the remainder of the Agreement, or the application of such items or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 – AMENDMENTS AND MODIFICATIONS

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. However, the Board and Franchisee are in agreement and understanding that the Board and Camden County Solid Waste Authority are in the process of amending the Camden County Solid Waste Ordinance which touches and concerns this

Agreement; and upon the lawful adoption of the aforesaid new Solid Waste Ordinance the parties hereto agree to amend this Agreement so that the services as agreed to herein are modified to conform to the newly lawfully adopted Camden County Solid Waste Ordinance within thirty (30) day of the final adoption by the Camden County Board of Commissioners.

ARTICLE 25 – NOTICE

All notices required by this Agreement shall be by certified mail, return receipt requested, receipt to be returned as follows:

to the County address to:

Camden County Board of Commissioners
Attn: County Administrator
P.O. Box 99
Woodbine, GA 31569

And if sent to the Franchisee shall be to:

Director/Manager
Advanced Disposal Services Stateline, L.L.C.
7580 Phillips Highway
Jacksonville, Florida 32256

ARTICLE 26 – HEADINGS, CONSTRUCTION AND INTERPRETATION

Any headings preceding the text of the Articles and Sections of this Agreement and any Table of Contents shall be solely for the convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or affect. All words contained in this Agreement importing the singular number shall include the plural in each case and vice versa, and the terms “Agreement” “herein” “hereunder” “hereby” “hereto” and any similar terms, shall refer to this Franchise Agreement in its entirety.

ARTICLE 27 – GOVERNING LAW

This Agreement shall be construed under the laws of the State of Georgia, and the parties further agree that any litigation concerning this Agreement shall be filed and heard exclusively in the Superior Court of Camden County, Georgia.

IN WITNESS WHEREOF, the Board of County Commissioners of Camden County, Georgia (Board) has made and executed this Agreement on behalf of Camden County and Franchisee known as Advanced Disposal has hereunto set his/her hand the day and year above written. This Agreement shall be executed in five (5) copies. Each copy shall be considered an original.

LAST ENTRY SIGNATURE PAGE FOLLOWS NEXT PAGE:

Signature page to the
Franchisee Agreement for
Residential Solid Waste Collection Service
Dated the 10th day of MARCH 2012.

ATTEST: CAMDEN COUNTY BOARD OF COMMISSIONERS

BY: Kathryn Bishop SEAL

BY: David L. Rainer SEAL

NAME: KATHRYN BISHOP

NAME: DAVID L. RAINER

TITLE: CLERK OF CAMDEN COUNTY

TITLE: CHAIRMAN

SEAL

FRANCHISEE:

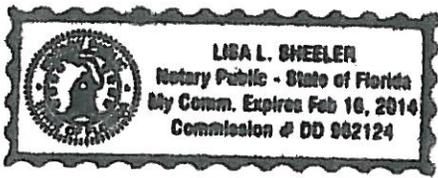
ATTEST: ADVANCED DISPOSAL SERVICES STATELINE, L.L.C.

SIGNATURE Lisa L. Sheeter SEAL

BY: [Signature] SEAL

Lisa L. Sheeter
NAME (TYPE OR PRINT)

DAVID LAVENDER
NAME (TYPE OR PRINT)



RVP
TITLE
[Signature]
SIGNATURE

CORPORATE SEAL

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 8

SUBJECT: Acceptance of deed from Southeastern Trust for Parks and Land.

- Recommendation
- Policy Discussion
- Status Report
- Action Item
- Other

DATE: November 8, 2016

BUDGET INFORMATION: N/A

COMMISSION ACTION REQUESTED ON: November 15th

PURPOSE:

To request that the Board of Commissioners:

- a. To consider the acceptance of deed from Southeastern Trust for Parks and Land.

HISTORY:

- 1. Southeastern Trust for Parks and Land has proposed a donation of land for passive park use.

FACTS & ISSUES:

- 1. Other than the Due Diligence and Delineation costs there are no other cost associated with the acceptance of deed.
- 2. This property consists of 296.23 acres, currently valued at \$81,463.00.
- 3. The property is deed restricted for passive park use only.

OPTIONS:

- 1. Motion to approve this item.
- 2. Motion to deny this item.
- 3. Motion to table this item.
- 4. Other action by the Board.

DEPARTMENT RECOMMENDED ACTION:

- 1. To be determined by the Board.

DEPARTMENT:

Prepared by:

*County Attorney
John S. Myers*

IF APPLICABLE:

County Attorney Review:

*County Attorney
John S. Myers*

IF APPLICABLE:

Finance Review:

Mike Fender, Director

Board of County Commissioners November 2016 Calendar

Monday	Tuesday	Wednesday	Thursday	Friday
	Nov 1 Board of County Commissioners Regular Meeting 6:00 PM, Woodbine	Nov 2	Nov 3 Board of Assessor Regular Meeting 6:00 PM, Woodbine	Nov 4
Nov 7	Nov 8	Nov 9	Nov 10 Public Service Authority Regular Meeting Community Room, Wildcat Drive, Kingsland 5:30 PM	Nov 11 County offices will be closed in observance of Veteran's Day.
Nov 14	Nov 15 Board of County Commissioners Regular Meeting 6:00 PM, Woodbine	Nov 16	Nov 17 Board of Assessor Regular Meeting 6:00 PM, Woodbine	Nov 18 JDA Meeting 9:00 AM Center for Industry & Commerce Located at North Center, Kingsland Employee Thanksgiving Lunch 11-2 Government Services Complex Historic Courtroom
Nov 21	Nov 22	Nov 23	Nov 24 County offices will be closed in observance of Thanksgiving.	Nov 25 County offices will be closed in observance of Thanksgiving.
Nov 28	Nov 29	Nov 30 Employee Recognition Ceremony, woodbine 12:00 PM Planning Commission Meeting 6:00 PM Annex - Kingsland		

Board of County Commissioners December 2016 Calendar

Monday	Tuesday	Wednesday	Thursday	Friday
			Dec 1	Dec 2
Dec 5	Dec 6 Board of County Commissioners Regular Meeting 6:00 PM, Woodbine	Dec 7	Dec 8 Board of Assessor Regular Meeting 6:00 PM, Woodbine	Dec 9
Dec 12	Dec 13	Dec 14	Dec 15	Dec 16
Dec 19	Dec 20	Dec 21	Dec 22	Dec 23 County offices will be closed in observance of the Christmas holiday.
Dec 26 County offices will be closed in observance of the Christmas holiday.	Dec 27 County offices will be closed in observance of the Christmas holiday.	Dec 28 Planning Commission Meeting 6:00 PM Annex - Kingsland	Dec 29	Dec 30