



October 16, 2014

REGULAR CITY COUNCIL MEETING

5:00 p.m.

TIFTON MUNICIPAL COURTROOM

130 E. 5TH STREET

CITY OF TIFTON
October 16, 2014
Tifton Municipal Courtroom
130 E. 5th Street
5:00 p.m.

CITY COUNCIL WORKSHOP

DISCUSSION ITEMS

1. Presentations by Chuck Carr of Southern Actuarial Services and Richard Mooney of Allen, Mooney & Barnes with regards to the City's retirement system
2. Discussion of proposal for Excavator and Articulated off Highway Dump Truck – Ricky Hobby
3. Board Report – Rona Martin
4. Discussion of synopsis of agenda items – Larry Riner
5. Joint Resolution and Interlocal Agreement with Tift County for city/county landfill) – Larry Riner
6. Discussion of agreement with Golden Environmental, LLC for solid waste collection and disposal – Larry Riner

#1

**Presentations by Chuck Carr and Richard Mooney with regards to the
City's retirement system**



TIFTON CITY COUNCIL AGENDA ITEM

TO: Tifton City Council
FROM: Ricky Hobby, SWCD Director
DATE: October 16, 2014
DEPARTMENT: Landfill
SUBJECT: Excavator and Articulated Off Highway
Dump Truck Proposal

DATE: October 16, 2014
Workshop Meeting (X)
Regular Meeting ()
Called Meeting ()

EXECUTIVE SUMMARY

This is a proposal to purchase an excavator and off highway dump truck for the Tifton-Tift County Landfill in order to maintain compliance with EPD in the hauling and covering of garbage in all-weather conditions.

PROPOSED ACTION

Discussion.

SUPPORTING INFORMATION

Background Information

- See Attachment

Financial Implications

- The purchase of this excavator will be paid from SWCD Capital Outlay program
- Is this a budgeted item X yes or no. How much is budgeted \$230,000 . (excavator)
- Is this a budgeted item X yes or no. How much is budgeted \$325,000 . (truck)
- The approved monies were budgeted for a Sanitation truck but in lieu of acquisition of Sanitation we are requesting the money to be used to purchase an excavator for the landfill.

Pros and/or Cons

- To continue operation at landfill to remain in compliance with EPD and to maintain a safe environment for our customers.

Implementation

- Within 30 days upon approval. Ricky Hobby is the contact for implementation follow up.

Exhibit B
City of Tifton
PROPOSAL PACKAGE
October 16, 2014

Used Articulated Off Highway Dump Truck 6 Wheel Drive

I. Item Description and Justification:

Its primary use is to haul dirt for the purposing of covering garbage and constructing slopes. This equipment has the capability of hauling dirt during inclimate weather in order to maintain compliance with EPD. It is a part of our on-going capital improvement program.

II. Vendors That Meet or Exceed Specs:

| <u>Company</u> | <u>Location</u> | <u>Amt.</u> |
|-------------------------|-----------------|--------------|
| ASC Construction Equip. | Buford, GA | \$270,000.00 |

III. Vendors That Did Not Meet Specs:

| <u>Company</u> | <u>Location</u> |
|-------------------|-----------------|
| Yancey Bros. | Valdosta, GA |
| Wallace Equipment | Valdosta, GA |
| Flint Equipment | Albany, GA |

IV. Staff Recommendation:

ASC Construction Equip.
Buford, GA

Landfill Used Articulated Off Highway Dump Truck 6 Wheel Drive

\$270,000.00

Executive Summary

Used Articulated Off Highway Dump Truck 6 Wheel Drive

Four proposals were sent out and four were returned with one meeting specs. The proposal calls for the purchase of a Used Articulated Off Highway Dump Truck 6 Wheel Drive. Budgeted funds (\$325,000) from the capital improvement program will be used for purchase of this equipment. This machine carries a Power Train+Hydraulics+Components warranty good until 2/24/2019 or 6,000 hours whichever occurs first. There are approximately 1650 hours of use on this machine at present time.

Staff recommends awarding the proposal to ASC Construction Equipment, Buford, GA. ASC Construction Equipment's proposal was for \$270,000.



Exhibit B
City of Tifton
PROPOSAL PACKAGE
October 16, 2014

Track Mounted Hydraulic Excavator

I. Item Description and Justification:

Its primary use is to excavate dirt for the purposing of covering garbage, preparing ground for installation of pipe for drainage and/or leachate recirculation, ditch cleaning, and the clearing of land for mining dirt. It is a part of our on-going capital improvement program.

II. Vendors That Meet or Exceed Specs:

| <u>Company</u> | <u>Location</u> | <u>Amt.</u> |
|-------------------------|-----------------|---------------|
| Yancey Bros. | Valdosta, GA | \$218,923.00 |
| (5-Year Buy Back) | | -\$114,111.00 |
| Net Bid | | \$104,812.00 |
| | | |
| Flint Equip Co. | Albany, GA | \$209,995.00 |
| (5-Year Buy Back) | | -\$105,000.00 |
| Net Bid | | \$104,995.00 |
| | | |
| ASC Construction Equip. | Buford, GA | \$209,065.00 |
| (5-Year Buy Back) | | -\$ 94,815.00 |
| Net Bid | | \$114,250.00 |

III. Vendors That Did Not Meet Specs:

| <u>Company</u> | <u>Location</u> |
|----------------|-----------------|
| Wallace Equip. | Valdosta, GA |

IV. Staff Recommendation:

| | |
|------------------|------------------|
| Yancey Bros. | |
| 2966 Hwy 84 West | Ph. 229-242-8610 |
| Valdosta, GA | Fax 229-242-1126 |

| | |
|--|---------------------|
| Landfill Track Mounted Hydraulic Excavator..... | \$218,923.00 |
|--|---------------------|

Executive Summary

Track Mounted Hydraulic Excavator

Four proposals were sent out and four were returned with three meeting specs. The proposal calls for the purchase of a Track Mounted Hydraulic Excavator. Budgeted funds for a Sanitation Truck (\$230,000) from the capital improvement program will be used in lieu of the transition of that department. This machine will be replacing a 1998 CAT dirt pan. The proposal further includes a provision for a five year buy back of the machine yielding a total capital cost for owning the machine for that time period to allow for more accurate budget projections and cost control.

Staff recommends awarding the proposal to Yancey Brothers Company, Valdosta, GA. Yancey Brothers' proposal was for \$218,923 with a net five year cost of \$104,812.



OCTOBER WORKSHOP/NOVEMBER MEETING

Zoning Board of Appeals (expiration 11/30/2014)

Dale Sumner

Freddie Walker

City Council meets Monday

TIFTON – The Tifton City Council will hold its regular monthly meeting Monday at 5 p.m. in the Tifton Municipal Courtroom.

Among the items to be discussed is the submittal of an application to the Georgia Department of Community Affairs for a Community Development Block Grant of up to \$500,000.

Also, Council will vote on awarding a bid for renovation and expansion of the Leroy Rogers Senior Center and approval of a contract for construction of the Chula Fire Station. Also to be considered is an alcohol beverage license for Santos Lounge.

Council will also hear an update from Tifton Police Chief Buddy Dowdy on the Georgia Officers of Highway Safety SRTN traffic meeting and employee presentations will also be made from Chief Dowdy and EMS Director Craig Grace. Terri Brown will also be sworn in as the newest member of the Keep Tift Beautiful Board.

Also, the financial advising firm of Allen, Mooney and Barnes will have a presentation focused on the investment policy for the city's landfill fund. There will also be a resolution to provide for an investment policy for the landfill fund and the appointment of Allen, Mooney and Barnes to be the investment advisors. Also, a resolution will be made providing for a new alcoholic beverage license for Main Street Beverage at 1310 S. Main Street.

Discussion will also be held on the downtown parking ordinance and Council will consider an appointment to the Historic Preservation Commission.

Tifton City Council meetings are open to the public and held the first Monday of each month. For more information, visit www.tifton.net or call 229-391-3970.

**CITY OF TIFTON, GEORGIA
RESOLUTION NO. 2014-**

**TIFT COUNTY, GEORGIA
RESOLUTION NO. 2014-**

**[Joint Resolution Regarding Interlocal Agreement
for the Cooperative Provision of Services – Operations and
Funding of the Tifton/Tift County Landfill]**

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TIFTON, GEORGIA, AND OF THE BOARD OF COMMISSIONERS OF TIFT COUNTY, GEORGIA AUTHORIZING THE IMPLEMENTATION OF AN INTERLOCAL AGREEMENT FOR THE COOPERATIVE PROVISION OF SERVICES.

WHEREAS, the City and the County having jointly operated a solid waste collection and disposal operation pursuant that certain Interlocal Agreement between the City and the County dated January 12, 1999 [Addenda 5 and 5A]; and

WHEREAS, the City and the County have determined that it is in the best interest of the citizens of the City and the County to independently contract with a private entity to collect and dispose of solid waste, yard waste and recyclables within their respective jurisdictions; and

WHEREAS, as a result of the outsourcing of the collection and disposal operations, the Interlocal Agreement [Addenda 5 and 5A], as they relate to the joint operation of collection and disposal of solid waste, yard waste and recyclables are obsolete; and

WHEREAS, there continues to be a need for the joint operation and funding of the Sub-Title D Landfill and the Inert Landfill (hereinafter "Landfill") currently owned and operated by the City and the County jointly.

NOW THEREFORE, BE IT RESOLVED, by the City of Tifton and Tift County, Georgia, acting through the Tifton City Council and the Tift County Board of Commissioners that the City and County enter into Addenda No. ____ [OPERATIONS AND FUNDING OF THE TIFTON/TIFT COUNTY LANDFILL] to the hereinabove set forth omnibus Interlocal Agreement and attached hereto as *Exhibit A*, and incorporated herein by reference, and the respective executive management officers of the City of Tifton and Tift County, Georgia, are authorized to execute such agreements.

BE IT FURTHER RESOLVED THAT all ordinances and resolutions in conflict herewith are repealed including, but not limited to Addenda 5 and 5A to the Interlocal Agreement between the City and the County dated January 12, 1999 which are hereby dissolved and terminated.

Read and passed at a joint meeting of the City Council of the City of Tifton and the Board of Commissioners of Tift County, Georgia, held on October __, 2014.

CITY OF TIFTON, GEORGIA

TIFT COUNTY, GEORGIA

J.G. "Jamie" Cater, Jr.
Mayor, City of Tifton

Grady Thompson
Chairman, Board of Commissioners

Attest:

Attest:

Rona Martin
Clerk

Glenda Hemby
Clerk

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF TIFTON AND TIFT
COUNTY FOR THE OPERATIONS AND FUNDING OF THE TIFTON/TIFT
COUNTY LANDFILL**

This Interlocal Agreement is entered on this ___ day of November, 2014 by and between the City of Tifton (hereinafter “the City”) and Tift County (hereinafter “the County”).

WITNESSETH:

WHEREAS, the City and the County having jointly operated a solid waste collection and disposal operation pursuant that certain Interlocal Agreement between the City and the County dated January 12, 1999 [Addenda 5 and 5A]; and

WHEREAS, the City and the County have determined that it is in the best interest of the citizens of the City and the County to independently contract with a private entity to collect and dispose of solid waste, bulky items, yard waste and recyclables within their respective jurisdictions; and

WHEREAS, as a result of the outsourcing of the collection and disposal operations, the Interlocal Agreement [Addenda 5 and 5A], as they relate to the joint operation of collection and disposal of solid waste, bulky items, yard waste and recyclables are obsolete; and

WHEREAS, there continues to be a need for the joint operation and funding of the Sub-Title D Landfill and the Inert Landfill (hereinafter “Landfill”) currently owned and operated by the City and the County jointly.

Now therefore, in consideration of the premises, the City and County agree as follows:

1. Addenda 5 and 5A to the Interlocal Agreement between the City and the County dated January 12, 1999 are hereby dissolved and terminated.
2. There is hereby created a joint enterprise fund to be known as the Tifton/Tift County Landfill Fund (hereinafter the “Landfill Fund”). All funds currently held in the Solid Waste Collection and Disposal Fund shall be transferred to the Landfill Fund.
3. City/County Landfill: The City will continue to operate the day-to-day operating responsibilities of the Landfill. The operations of the Landfill will be funded by the payment of tipping fees by customers of the Landfill. These tipping fees are set in an amount sufficient to fund the operation of the Landfill.
4. The purchase of equipment necessary to run the Landfill will be funded from the Landfill Fund.

4. All employees of Landfill Department shall be paid from the Landfill Fund and shall be employees of the City. All employees shall be under the supervision of the Tifton-Tift County Solid Waste Director. Such Director shall be under the supervision of the City Manager. After consultation with the City Manager, the County Manager may initiate the disciplinary process with respect to any employee involved in these functions should performance with regard to the operation of the landfill be unacceptable. City of Tifton disciplinary procedures shall be utilized in any disciplinary action undertaken.

5. The proceeds from the sale of any assets within the Solid Waste Collection and Disposal Fund shall be paid over to the Landfill Fund for deposit into the closure and post-closure account.

6. All revenues and expenses from the operations of the Landfill shall be accounted for in the Landfill Fund. The annual operating budget shall be prepared in accordance with established policies and procedures within the City of Tifton.

7. This Agreement shall remain in effect until all closure, post-closure and monitoring requirements are completed and approved by the Environmental Protection Division of the State of Georgia.

Approved by Resolution of the City Council of the City of Tifton on _____, 2014 authorizing the City Manager to execute the within and foregoing Agreement on behalf of the City of Tifton

CITY OF TIFTON

BY; LARRY RINER
CITY MANAGER

Approved by Resolution of the BOARD OF COMMISSIONERS FOR TIFT COUNTY, GEORGIA on _____, 2014 authorizing the County Manager to execute the within and foregoing Agreement on behalf of Tift County, Georgia

BOARD OF COMMISSIONERS
TIFT COUNTY, GEORGIA

BY; JIM CARTER
COUNTY MANAGER

WASTE COLLECTION and DISPOSAL AGREEMENT

This Agreement is made and entered into this ___ day of _____, 2014, by and between the City of Tifton, hereinafter referred to as "Owner" and Golden Environmental, LLC hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, the Owner published a request for proposals (RFP) to collect and dispose of residential and light commercial municipal solid waste for the City of Tifton (hereinafter the "Service Area");

WHEREAS, Contractor responded to said RFP and was later selected to be the service Contractor;

WHEREAS, the Contractor understands that it must comply with all terms of this Agreement which includes the disposal of all waste collected under this agreement at the Tifton/Tift County Landfill and the Tifton/Tift County Inert Landfill (hereinafter "Landfill");

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the adequacy of which are hereby acknowledged by the parties, it is hereby agreed as follows:

1. DEFINITIONS

As used herein, the following terms shall have the following definitions:

1.1 ACCEPTABLE SOLID WASTE:

Mixed household solid waste, commercial solid waste, industrial solid waste, mixtures of household, commercial and industrial solid waste, and construction and demolition waste, all of which are permitted under the governing permits and applicable laws to be managed at the Landfill, and that are not otherwise Unacceptable Solid Waste.

1.2 ANIMAL CARCASS:

A deceased animal or portion thereof greater than ten pounds in weight that has expired from any cause except those slaughtered or killed for human use.

1.3 APPROVED CONTAINERS:

- a. 90 to 100-gallon carts shall be provided by Contractor;
- b. Contractor shall provide carts for new customers and replacement of broken, damaged, or stolen carts.

1.4 BULKY WASTE:

White goods, appliances, furniture and other materials with weights or volumes greater than those capable of being placed in Approved Containers, not to include construction demolition waste.

- 1.5 CONSTRUCTION AND DEMOLITION DEBRIS:**
Waste building materials resulting from construction, remodeling, repair or demolition operations either residentially or commercially.
- 1.6 DOMESTIC WASTE:**
Waste, garbage, rubbish and trash as is ordinarily generated at a residence or light commercial establishment. By way of example, such waste includes, but is not limited to, waste accumulated from the preparation, processing, consumption, handling, packing, canning, storage and decay of food products, food containers and other consumer goods containers, waste wood, paper, plant, crockery, cloth, glass, small appliances, such as, fans, toasters, lamps, small chairs, packing materials, floor sweepings, and deceased animal matter of less than 10 pounds.
- 1.7 ENVIRONMENTAL LAWS:**
All applicable laws, directives, rules, ordinances, codes, guidelines, regulations, governmental, administrative or judicial orders or decrees or other legal requirements of any kind, including, without limitation, common law, whether currently in existence or hereafter promulgated, enacted, adopted or amended, relating to safety, preservation, or protection of human health and the environment (including, without limitation, ambient air, surface water, groundwater, land or subsurface strata) and/or relating to the handling, treatment, transportation or disposal of waste, substances or materials, including, without limitation, any matters related to Releases and threatened Releases of materials and substances.
- 1.8 HAZARDOUS WASTE:**
Any chemical, compound, mixture, substance or article which is now or later may be designated by the United States Environment Protection Agency or appropriate agency of the State to be "hazardous waste" as that term is defined by or pursuant to Federal or State law or regulation.
- 1.9 LANDFILL:**
The Tifton/Tift County Landfill and the Tifton/Tift County Inert Landfill (hereinafter "Landfill") operated by the Owner.
- 1.10 COMMERCIAL UNIT:**
A business unit within the Service Area which uses Approved Commercial Containers as defined herein.
- 1.11 LIGHT COMMERCIAL UNIT:**
A business unit within the Service Area which uses an approved 90 – 100 gallon cart as defined herein.
- 1.12 REFUSE:**
Domestic waste generated at a residential unit, light commercial unit or commercial unit unless the context otherwise requires.

1.13 RELEASE:

Any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment, including, without limitation, the movement of Hazardous Materials through the ambient air, soil, subsurface, water, groundwater, wetlands, lands or subsurface strata.

1.14 RESIDENTIAL UNIT:

A dwelling within the Service Area occupied by a person or group of persons. Each unit of an apartment, condominium dwelling or multi-family dwelling of any kind, whether of single or multi-level construction, shall be treated as a Residential Unit. On any one collection day, Contractor will collect from each Residential Unit all domestic waste in Approved Containers.

1.15 SPECIAL SERVICES:

a. Disabled Household:

A residential Unit in which there is no one physically capable of placing Domestic Waste for collection at a location described in section 8.8 of this agreement, and which has registered with the Contractor on a form prescribed by the Contractor as a Disabled Household. Medical proof of disability may be required before this service may be provided. Contractor must comply with all HIPAA and other privacy laws in the management of the medical proof described herein.

b. Other Discretionary Services:

Contractor may provide special services to Subscribers on terms negotiated and agreed upon between the parties. However, when special services are being offered to any group of Subscribers, Contractor must notify in writing Owners of the intent to provide these services, the nature of said services and affirm that those services shall be available to all residents based on the same terms submitted to Owner for review and approval. These services may include but are not limited to :

- (i) removal of yard waste exceeding mandatory pick-up requirements under this contract. (See 3.2(c)).
- (ii) Commercial recycling (See 3.2 (e)).

1.14 UNACCEPTABLE SOLID WASTE:

Any an all solid waste which the Landfill is not authorized to accept for disposal pursuant to its permits and licenses, including, without limitation, highly flammable substances, Hazardous Materials, Hazardous Waste, liquid wastes, certain pathological and biological wastes, explosives, radioactive materials, recycled waste, and other materials deemed by state or federal law.

a. For purposes of this Agreement, "Unacceptable Solid Waste" also means:

(i) Any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous or otherwise ineligible for disposal at the applicable disposal facility;

(ii) Explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended; and

(iii) Any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the Landfill or because of its size, durability or composition cannot be managed or disposed of at the applicable disposal facility or has a reasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility or has an unreasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility outside the normal usage expected for the facility.

b. Title to waste material that does not conform to the definition of Acceptable Solid Waste shall remain with the generator of said waste and shall not be deemed to pass to OWNER at any time, even if improperly disposed of in Owner's landfill. Acceptable solid waste shall become property of Owner once legally and properly disposed in the landfill.

2. TERM OF AGREEMENT

This Agreement shall be binding on all parties for a period of five (5) years beginning December ____, 2014, and ending December ____, 2019 (the "Term"). Upon the mutual agreement of the parties, this Agreement may be renewed for additional terms of single or multiple years. Prior to the end of the Term of this Agreement, the parties may enter into negotiations to establish acceptable terms for a new agreement or to extend this Agreement. Negotiations shall be completed no later than One Hundred Twenty (120)

days prior to the end of the Term, and any new agreement or extension must be approved by the City of Tifton in an open meeting and then executed in writing before any such agreement shall be binding on the parties. The parties may at the end of the Term, temporarily extend this Agreement while negotiating any new contract desired by the parties. Any extension period will be included in the definition of "Term". This Agreement is subject to the multi-year provisions of O.C.G.A. § 36-60-13 and therefore, will automatically renew each annual period unless either party terminates the Agreement consistent with the provisions of this contract.

3. SERVICES

3.1 General Summary

The services to be provided by the Contractor shall be for the City of Tifton. After collecting each unit, Contractor shall return containers to their normal positions, replace or properly handle trashcan covers, and be responsible for cleaning spills by its employees or in any way caused by its actions. Contractor shall not block or impair access to driveways or mailboxes.

3.2 Specific Services

(a) Collection of Residential Solid Waste

The Contractor shall collect Residential Solid Waste from all Residential Premises one (1) time per week at a location described in section 8.8 of this agreement. The Subscriber will receive a 90 - 100 gallon Cart from the Contractor. The Subscriber shall place only Residential Solid Waste in the Cart and shall place the Cart at the Curbside no later than 7:00 a.m. on the designated collection day and in a location as determined appropriate by the Contractor. Contractor shall not be responsible for the collection of Residential Solid Waste not placed in a Cart, from any Cart not in the proper location described in section 8.8 of this agreement, or waste other than Residential Solid Waste, unless otherwise provided for in this Agreement.

The Contractor shall dispose of all Residential Solid Waste at the Landfill and shall be responsible for the payment of all fees associated with disposal. The Contractor shall be acting under contract with and on behalf of Owner. In connection with this Agreement, Contractor shall pay those tipping fees set forth herein, the amounts of which for residential solid waste shall constitute the preferred rate for Contractor.

(b) Collection of Bulky Waste

The Contractor shall collect Bulky Items every other week from Subscribers on Contractor's scheduled collection days at the locations described in section 8.8 of this agreement. Items shall be placed at said locations by 7:00 a.m. on the

designated collection day. Contractor shall be responsible for the proper disposal of all Bulky Items.

(c) Collection of Yard Waste

Contractor shall collect Yard Waste from Subscribers on Contractor's scheduled collection days at locations described in section 8.8 of this agreement. Contractor shall provide the collection of Yard Waste on an every other week basis. Yard Waste material shall be placed at said locations by 7:00 a.m. on the designated collection day and shall not be placed in 90 to 100 gallon carts. Yard Waste shall be stacked or bundled. Trees and stumps shall not exceed 6" in diameter, and cannot exceed 6 feet in length. Yard Waste material shall not exceed 5 cubic yards per collection. The Contractor shall be responsible for the proper disposal of all Yard Waste material at the Tifton/Tift County Inert Landfill. Trees and stumps that exceed 6" in diameter shall be considered a special service that is not included under the Agreement. The Contractor may negotiate with the Subscriber for the hauling and disposal of such items as a "special service" at a price negotiated and agreed upon by both parties. (See 1.15 above). To the extent the Contractor deviates from this provision of the Agreement and charges Subscribers for the disposal of yard waste otherwise covered under this Agreement, Contractor shall be subject to sanctions suitable for the infraction as determined by Owner including termination of this Agreement.

(d) Collection of Light Commercial, Commercial/Industrial Waste:

Contractor will provide collection of all incorporated commercial customers currently serviced by the Owner. Contractor shall collect light commercial and commercial/industrial waste from residents, apartments, schools, institutional organizations, small businesses, manufacturing concerns, etc. This aspect of the work will be driven by customer demand, but generally may provide for the use of 90-100 gallon cans; four (4), six (6) and eight (8) yard dumpsters; and twenty (20), thirty (30), and forty (40) yard roll offs.

The contractor will service any incorporated commercial container currently owned by the subscriber for the price listed herein. However, any new commercial account will obtain an approved container from the Contractor. Furthermore, as privately owned containers become unusable any and all new containers will be obtained from the contractor. **Disposal containers that have contents which decay or otherwise create odor shall be managed in a way so as not to create a persistent odor or unsanitary condition.**

(e) Recycling

Residential recycling shall be collected every other week from a 90 gallon recycling container supplied by Contractor at the locations described in section 8.8 of this agreement. Contractor shall be responsible for the disposal of

recyclable waste through agreements negotiated between third party recycling agents.

Commercial recycling shall be provided as a special service, negotiated between Subscriber and Contractor.

Recyclables shall not be disposed of in the "landfill."

(f) Carts

Contractor shall furnish one (1) 90 – 100 gallon cart to every Subscriber. Carts shall remain the Property of the Contractor. It shall be the responsibility of the Subscriber to properly use and safeguard the Carts. Contractor shall maintain carts in a reasonably good condition. Contractor shall have the right to charge Subscribers for the cost of repair or replacement of Carts, if such repair or replacement is required as a result of Subscriber's excessive abuse, gross neglect or intentional damage, or due to fire. Contractor shall replace carts at no additional charge due to theft. Carts shall be of the same color and style. The color shall be selected or agreed upon by the Owner.

Subscribers may request one additional Cart for the approved contract price of (\$5.00), from Contractor for an additional volume of waste collection service. The additional can price agreed upon herein, by the Owner and the Contractor shall not increase unless agreed to by both parties.

4. CONTRACTOR'S DELIVERY OF WASTE

4.1 Delivery of Acceptable Solid Waste to the Landfill:

So long as this Agreement is in effect, Contractor shall deliver Acceptable Solid Waste collected in its Hauling Business to the Landfill. Contractor agrees that it shall not deliver any Unacceptable Solid Waste to the Landfill. Contractor shall promptly notify Owners of any information it obtains indicating that Unacceptable Solid Waste was delivered to the Landfill. If a delivery of solid waste is made which contains both Acceptable Solid Waste and Unacceptable Solid Waste, the entire delivery may, at Owners's option, constitute Unacceptable Solid Waste if the Unacceptable Solid Waste cannot be separated from the Acceptable Solid Waste through the reasonable efforts of Owners, as Contractor's agent to cause such separation, the cost of such separation to be paid by Contractor.

Failure to deliver any contracted waste under this Agreement collected within the service area to the Landfill shall be immediate grounds for sanctions as determined by Owner including termination of this Agreement.

4.2 Delivery of Acceptable Yard Waste to the Inert Landfill:

So long as this Agreement is in effect, Contractor shall deliver Acceptable Yard Waste collected in its Hauling Business to the Tifton/Tift County Inert Landfill. Failure to deliver any contracted yard waste under this Agreement collected within the service area to the Inert Landfill shall be immediate grounds for sanctions as determined by Owner including termination of this Agreement.

4.3 Authorizations; Compliance with Law:

The Contractor shall obtain at its own expense all permits and licenses required by applicable law or ordinance and maintain same in full force and effect. The Contractor shall promptly pay all taxes required by local, state and federal laws. Contractor shall make available, as the case may be, all permits, licenses, authorizations, notifications, approvals, certificates or other similar documents or actions in connection with the transportation, shipment or delivery of waste contemplated hereby, whether Acceptable Solid Waste or Unacceptable Solid Waste. Contractor's activities hereunder shall comply in all material respects with all applicable federal, state and local governmental laws, regulations, ordinances, licenses, permits, orders, directives and rules relating to the collection and transportation of solid waste; provided, however, that the terms of this Agreement shall govern the obligations of the Contractor where conflicting ordinances exist.

4.4 Waste Delivery Vehicles:

Contractor shall deliver Acceptable Solid Waste to the Landfill at its expense, in enclosed container vehicles or enclosed compactor vehicles with leak resistant bodies complying in all material respects with all applicable regulations or procedures which are required by any governmental entity, including, but not limited to, any local rules and the permits pertaining to the Landfill.

5. OWNERS'S MANAGEMENT OF WASTE

5.1 Landfill Operations Generally:

Contractor understands that the Landfill is owned jointly by the City of Tifton and Tift County and is operated as a department known as "Tifton/Tift County Solid Waste Collection and Disposal". Although the Owners are the contracting authority for this Agreement, the day to day management of this contract, as well as Contractor's relationship with the Landfill, shall be managed through this department and its department head or his or her designee.

Throughout the Term of this Agreement, Owners agrees to:

- a. Provide equipment, material and personnel sufficient to accept Contractor's solid waste at the Landfill; and,
- b. Keep the Landfill open for receiving waste based on the following schedule:

7:00 a.m. to 5:00 p.m Monday through Friday

8:00 a.m. to 12:00 p.m. on Saturday

7:00 a.m. to 2:00 p.m. on all holidays referenced herein except Thanksgiving Day and Christmas Day, as the landfill will be closed on these holidays

5.2 Procedures:

The management and disposal of acceptable solid waste at the Landfill shall be regulated by procedures applicable generally to customers utilizing the Landfill reasonably determined by Owners, through the Landfill management, and provided to Contractor in writing or posted at the Landfill. Owners may modify such prodecures from time to time and shall provide prompt notice of any such modification to the Contractor.

5.3 Acceptance of Acceptable Solid Waste:

During the Term of this Agreement, Owners shall accept Acceptable Solid Waste that Contractor delivers in accordance with the terms of this Agreement. Owners shall have the right in its reasonable discretion to reject delivery of any solid waste offered for acceptance by Contractor that does not constitute Acceptable Solid Waste.

5.4 Rejection of Unacceptable Solid Waste:

If Contractor delivers Unacceptable Solid Waste to the Landfill, Owners may:

- a. Reject acceptance of such Unacceptable Solid Waste at Contractor's expense, or
- b. If Owners do not discover such Unacceptable Solid Waste in time to reject and reload such Unacceptable Solid Waste, after giving Contractor telephonic notice thereof, the Contractor shall immediately dispose of such Unacceptable Solid Waste. Owners may remove such Unacceptable Solid Waste to a location or facility fully authorized to accept such type of waste in accordance with all applicable federal, state and local laws and regulations and charge Contractor all reasonable direct costs incurred due to delivery of such Unacceptable Waste, unless Contractor has, to the satisfaction of Owner, made provisions for the immediate removal of such waste. If, after electing to do so, Contractor does not arrange for the immediate removal of the Unacceptable Solid Waste, Owners may so arrange as Contractor's agent, without further notice to Contractor, and at Contractor's expense. Notwithstanding the foregoing, no notice to Contractor shall be required to manage Unacceptable Solid Waste as Contractor's agent in emergency situations where in the reasonable, good faith judgment of Owners a delay in such management would constitute a hazard to the Landfill, or any person on, about or near the premises. Owners will use reasonable efforts to provide telephone notice to Contractor that such emergency disposal will occur.

6. SERVICE AREA

The Service Area shall include all of the City of Tifton.

7. METHOD OF CONTACT

All dealings, contacts, etc., between the Contractor and the Owners shall be directed to the Owners City Manager or his designee. The Contractor shall designate its contact in writing to the Owners.

8. COLLECTION HOURS AND DAYS OF OPERATION

8.1 Hours of Operation

Collection of Residential Solid Waste shall ~~not start before 7:00 a.m., shall~~ conclude collection by sunset as recorded by the National Oceanic and Atmospheric Administration and shall be conducted on weekdays only; except in the event of holidays or unavoidable equipment issues which prevent compliance with this provision on a short term basis.

8.2 Collection Routes

Residential collection routes shall be established by the Contractor and provided to Owners. Contractor will provide each resident with an information packet approved by Owners, which clearly describes how to participate in the residential waste collection program, service inquiry procedures, regulations and days of collection with all pertinent information included.

Commercial/industrial routes shall be established by the Contractor and provided to Owners. Contractor will provide each Subscriber with an information packet approved by Owners, which clearly describes how to participate in the residential waste collection program, with all pertinent information included.

There shall be no changes in routes which are not first approved by Owners. Notice shall also be given to the Owners in writing, said notice to be provided no later than two weeks prior to the change of routes. Owners shall not unreasonably delay their approval of the same and approval shall be liberally granted in the absence of material concerns over service delivery. Anytime there is an approved route change, day of collection change, or other change that will impact customers, the Contractor shall utilize newspaper notices and cart hangars to notify Subscribers.

8.3 Holidays

Contractor shall observe the following holidays:

THANKSGIVING
CHRISTMAS DAY

Contractor may observe the following holidays:

NEW YEARS DAY
MARTIN LUTHER KING'S BIRTHDAY (3RD MONDAY IN JANUARY)
GOOD FRIDAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY (1ST MONDAY IN SEPTEMBER)
CHRISTMAS EVE

In the event that the Landfill is closed in observance of holidays not provided herein, Landfill shall give two weeks' notice of said closure to Contractor and Contractor may correspondingly observe said day as a holiday. The observance of any or all of the above holidays may be accompanied by the suspension of collection services on that holiday, provided, however, the Contractor shall cause the collection of solid waste, bulky items, yard waste or recyclables on the day following the holiday for those Subscribers whose collection day falls on the observed holiday.

8.4 Complaints

All subscriber complaints about services shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collection, the Contractor shall investigate and, if such allegations are confirmed, shall arrange for the collection of the Residential Solid Waste not collected within 24 hours after the complaint is received.

In the event the Contractor does not collect units within 24 hours of the approved collection day and/or adequate personnel and equipment are not supplied in a timely manner in order to meet the terms of this contract, the Owners may, at its discretion, initiate any actions it deems necessary to ensure all units are collected in a timely manner as prescribed by this contract. Such actions may include, but are not limited to, hiring additional collection services from other companies, or providing its own personnel and equipment to bring the collection units and schedule back into compliance with the contract. In the event the Owners is required to provide additional support of personnel and equipment, the Owners shall deduct the cost of such action from the contract proceeds payable to the Contractor.

Contractor shall establish a written policy for addressing Subscriber complaints as well as a methodology for documenting said complaint, the resolution of that complaint, and the duration of time associated with said resolution. Contractor shall provide on a monthly basis to Owner a statistical summary and brief narrative of the nature of those complaints, as well as a list of Subscribers lodging said complaints. Owner expects Contractor to exercise a high degree of professionalism in the resolution of any Subscriber complaint. Likewise, the efficiency with which complaints are resolved, and the satisfaction of the

Subscriber with Contractor's solution shall be a criteria by which Contractor shall be evaluated under this Agreement. Habitual poor response and/or resolution to Subscriber complaints shall be a basis for Owners termination of this Agreement.

8.5 Local Office

The Contractor shall maintain an office and telephone number in Tift County and shall at all times between the hours of 8:00 a.m. and 5:00 p.m. of each normal working day, excepting Saturday, Sunday and holidays, have an employee available at such telephone number with whom Subscribers, other City citizens and the City, its employees or agents may communicate to discuss or refer and complaint or inquiry regarding waste collection and disposal service provided hereunder. Such office and facility shall be equipped with sufficient telephones to adequately handle normal contacts from residential customers. Contractor shall provide approved and reliable communication equipment, such as radio or telephone, for communication between all collection vehicles and the Owner's office.

8.6 Collection Equipment and Personnel

The Contractor shall provide an adequate number of standard waste collection vehicles properly licensed and permitted under state or federal law, rules or regulations, together with properly trained, licensed and permitted personnel, to provide waste collection services as required under the terms of the Agreement. All vehicles, cans, and other equipment shall be late model and specifically designed for collection of Residential Solid Waste material and shall have fully enclosed leak resistant compaction bodies. Vehicles and equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle used by Contractor for performing the work hereunder shall have clearly visible on each side the name and telephone number of the Contractor. Contractor will require all of its employees and personnel to be courteous and considerate to all citizens. Employees shall wear uniforms or an identifying shirt that signifies that they are an employee of the Contractor.

Any damage caused by the Contractor or Contractor's equipment will be immediately corrected at the Contractor's expense. This includes fluid leaks of any type.

8.7 Hauling

All refuse hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

8.8 Access

The Contractor shall provide collection services to all Subscribers, residential or commercial, located on publicly owned or private roadways accessible to standard waste collection vehicles or at locations currently being utilized by Subscribers. Subscribers not accessible to standard waste collection vehicles or locations not

currently being utilized by Subscribers, the Subscriber shall place Carts at an accessible location on a publicly-owned or private roadway agreed upon by the Subscriber and the Contractor. If Subscribers cannot place Carts or containers (or Residential Solid Waste material containerized in a manner acceptable to the Contractor for Collection) on publicly owned or private roadways accessible to standard waste collection vehicles or at locations currently being utilized by Subscribers, then the Contractor may offer to provide collection service at another location if the Subscriber agrees to compensate the Contractor for any additional costs incurred in providing such special service.

8.9 Collection Day Changes:

There shall be no changes to collections days or schedules without written notice to Owners said notice to be provided no later than two weeks prior to the change in collection days or schedules. Owners must approve any changes in Contractor's collection schedule. Anytime there is an approved change day of collection, or other change that will impact Subscribers, the Contractor shall utilize newspaper notices and cart hangars to notify Subscribers.

9. APPROVED CONTAINERS

Garbage placed for collection by Residential Units and Light Commercial Units shall be placed in Approved Containers as defined herein.

10. EXTRAORDINARY MATERIALS

Hazardous waste, animal carcasses, construction debris (all as defined herein), body wastes, abandoned vehicles, and large equipment and parts will not be collected by the Contractor under the terms of this contract. The Contractor, however, may collect such items under private agreement with residents and light commercial customers.

11. COLLECTION RATES AND OTHER FEES

Collection rates and other fees associated with this Agreement are attached hereto as **Addendum A**. All rates set forth in Addendum A shall remain unchanged for three (3) calendar years from the execution of this Agreement. For this Agreement to be binding, Addendum A must also be executed by the Parties thereby confirming the rates set forth therein. Any change in rates that may be provided for under this Agreement three (3) years from execution shall only be valid through a properly executed Addendum, which is also approved in an open meeting by Owners.

The base rates for the collection of municipal solid waste and commercial waste may be reconsidered at the expiration of the three (3) year rate freeze. The base rate may be adjusted in the fourth year of this Agreement to match the percent increase, if any, in the consumer price index published by the Bureau of Labor Statistics of the United States Department of Labor, all items, for Urban Wage Earners and Clerical Workers, (The "CPI"). However the increase shall be no more than 2% in any one year. In determining the percentage change, the base period shall be at all times the CPI as of the date of this Agreement. The base rate shall be those rates set forth on Addendum A.

12. DISPOSAL RATES:

Disposal rates and other fees set by Owner associated with this Agreement are attached hereto as Addendum B. All rates set forth in Addendum B shall remain unchanged for three (3) calendar years from the execution of this Agreement. However, if tipping fees or other charges increase then Contractor, at his discretion, may also increase his price to accommodate for these changes in its cost structure. Any increases that Contractor may pass on to Subscribers as a result of increased fees from Owner shall be limited to those agreed upon amounts as set forth at Addendum B. For this Agreement to be binding, Addendum B must also be executed by the Parties thereby confirming the rates set forth therein. Any change in rates that may be provided for under this Agreement three (3) years from execution shall only be valid through a properly executed Addendum, which is also approved in an open meeting by Owners. If Owner raises its tipping fees or other charges within the three year Contractor rate freeze, the adjustments discussed herein shall not affect Contractor's right to adjust rates in the fourth and fifth years of this Agreement pursuant to appropriate changes in the CPI. The base rate in this context shall be the appropriately approved rates occurring in connection with any change in Owner tipping fees or expenses. If Owner increases its disposal rates, the following formula shall govern Contractors maximum rate increase as a result thereof:

RESIDENTIAL:

For every \$1.00 increase per ton tipping fee, Contractor may raise its residential monthly rate by \$0.12 per month per can.

COMMERCIAL:

For every \$1.00 increase per ton tipping fee, Contractor may raise its commercial rate by \$0.10 per yard.

13. CONTRACTOR INDEMNIFICATION

Contractor agrees to indemnify and hold harmless Owners and its subsidiaries and affiliates, and their respective directors, officers, agents and employees (the "Owners Indemnified Parties"), from and against any and all liabilities, losses, damages, costs, expenses and disbursements, including reasonable legal fees and expenses, arising out of any claim or loss of or damage to property and injuries to or death of any persons, including any Owners Indemnified Parties, caused (i) by the breach of any material term, covenant, agreement or undertaking herein of Contractor or (ii) by the negligence or willful misconduct of Contractor.

14. BILLING AND COLLECTION

Billing and collection from Residential Units and Light Commercial Units shall be the responsibility of the Owner. The collection and disposal costs to Subscribers will include \$1.00 per cart to cover the Owner's costs associated with billing and collections. The Contractor shall discount its charge to the City by \$1.00 per cart in consideration of the billing and collection being performed by the Owner. All complaints regarding billing

shall be made directly to the City of Tifton. The City of Tifton shall give all complaints prompt and courteous attention.

15. INDEPENDENT CONTRACTOR STATUS AND CONTRACTOR PERSONNEL

The Contractor shall assign a qualified person or persons to be in charge of its performance of this contract.

The Contractor's collection employees shall wear a uniform or shirt bearing the Contractor's name, as well as, appropriate reflective safety wear.

Each employee, subcontractor or assignee of Contractor who drives a vehicle pursuant to his or her duties under this contract shall, at all times, carry a valid Georgia driver's license for the type of vehicle he or she is driving and possess all licenses and permits as may be required by state or federal law, rule or regulation.

The Contractor shall provide operating and safety training for all personnel.

No person shall be denied employment or services by the Contractor for reasons of age, race, sex, creed, religion, national origin or status of disability in violation of Federal or State law.

Services rendered by Contractor under this contract are not rendered as an Owners employee, and amounts paid under this contract do not constitute compensation paid to an employee. It is understood that the relationship of Contractor and the Owner is that of an independent contractor and the Owner does not retain control of the mode, manner and method of performance of the work associated with this Agreement. The services performed under this Agreement shall be performed in accordance with good and accepted industry practices for contract operators providing similar services in the Southeastern United States. The parties hereto expressly agree that Contractor, as an independent contractor, is not an Owners agent or employee, and such as, is solely responsible for Contractor's own employment taxes, workers compensation premiums, and similar expenses and benefits. The Owners assumes no liability for the actions of Contractor or its agents or employees. This contract does not create any joint venture, partnership, undertaking, or business between the parties hereto, nor any rights or benefits to third parties.

16. OWNERS EMPLOYEES

The Contractor shall hire all Owner employees which currently provide collection services for Owner's collection and hauling operation. Presently, there are [REDACTED] employees which must be hired by Contractor subject to the remaining terms of this paragraph. No employee shall be required to accept employment by Contractor. Said employment is mandatory provided these employees pass any pre-employment drug screen and criminal background check.

If hired, these employees will be paid at a rate equal to or higher than their current hourly rate. They shall also be provided those benefits set out in Addendum E.

These employees shall be guaranteed one year employment by Contractor provided their performance, conduct, attendance and other employment responsibilities are minimally satisfactory to Contractor. Any pre-textual and unsubstantiated basis for termination of any employees transferring employment under this Agreement shall be a basis for terminating this Agreement with Contractor.

17. PURCHASE OF EXISTING EQUIPMENT

Contractor will purchase all usable commercial containers and all usable 90-100 gallon carts from the Owners for the lump sum of Seven Hundred Ten Thousand Dollars (\$710,000.00) paid by cashier's check made payable to the Tifton/Tift County Solid Waste Collection and Disposal Fund at the time of execution of this Agreement and will be responsible for delivery, pick-up and replacement of additional carts. The inventory of carts and commercial containers is attached hereto as Addendum C and D respectively.

Contractor may purchase some or all equipment at the recycling center as listed on Addendum F at a price agreed upon between the parties.

Contractor may purchase some or all of equipment listed on Addendum E at a price agreed upon between the parties.

18. INSURANCE

Contractor shall maintain in full force and effect insurance of the type and in the amount set forth below. Contractor shall furnish to the Owner with its execution and delivery of the Agreement and at each annual anniversary of the date of the Agreement, or at any time upon the Owner's request, certificates of insurance or other evidence satisfactory to the Owner to the effect that such insurance has been procured and is in force and certifying that the Owner shall receive 30 days' notice prior to any modification, revocation, cancellation or non-renewal of said insurance. No such insurance coverages shall have retentions or deductibles of the insured in excess of \$10,000 per occurrence.

| Coverages | Limits of Liability |
|---|---|
| Worker's Compensation | Statutory |
| General Liability and Property Damage (except automobile) | \$1,000,000 per occurrence \$2,000,000 aggregate |
| Automobile Bodily Injury and Property Damage to Rented Building Liability | \$1,000,000.00 \$100,000.00 |
| Excess Liability Umbrella | \$5,000,000 aggregate |
| Pollution and Environmental Liability Remediation Coverage | \$5,000,000 per occurrence and |

The Owners shall be named as an "Additional Insured" on each such policy.

All insurance contracts or policies procured by Contractor pursuant to the above insurance schedule shall be in a form reasonably satisfactory to the Owner and shall be issued and maintained by insurance companies authorized to do business in the State of Georgia and reasonably acceptable to the Owner.

Any failure to provide such evidence of, or to maintain, insurance as required by this Section shall be grounds for termination of the Agreement.

Contractor shall not be permitted to purchase any policy that allows payment of claims where costs and expense of litigation will diminish the required limits purchased pursuant to this liability contract.

19. FORCE MAJEURE

From and after the commencement date, Contractor's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by an Act of God or such other cause or causes beyond the reasonable control of Contractor unless such cause is a result of action or non-action by Contractor.

20. GUARANTEE / CERTIFICATION

The Contractor agrees to guarantee its actions pursuant to this agreement by providing to Owners either a performance bond acceptable to the Owners, or letters of personal guarantee from the Contractor, or a letter of credit from a banking institution authorized to transact business in the State of Georgia and approved by the Owners.

21. TERMINATION

21.1 Termination for Cause:

Each of the following shall be grounds for immediate termination of this Agreement by the Owner:

- a. Contractor violates any Environmental Law as defined in Section 1.7;
- b. Contractor disposes of solid waste not in accordance with Section 4.1;
- c. Contractor disposes of Yard Waste not in accordance with Section 4.2;
- d. Contractor fails to provide and maintain required insurance coverage as provided in Section 21;
- e. Contractor habitually demonstrates poor response and/or resolution to Subscriber complaints; or

- f. Contractor makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or

hereinafter in effect, or if there shall have been filed any such proceeding, in which an order for relief is entered or which remains undismissed for a period of 60 days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order or relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or suffers such custodianship, receivership or trusteeship to continue un-dismissed for a period of 60 days or more.

- g. Contractor fails to pay any undisputed amounts, including without limitation any undisputed Disposal Fee within 30 days from the date the amount is due or
- h. Contractor fails to observe and perform any other material term, covenant or agreement contained in this Agreement on its part to be performed and such failure continues for a period of 30 days after written notice to Contractor specifying the nature of such failure and requesting that it be remedied.

The Contractor may immediately terminate this Agreement in the event the Owner fails to observe and perform any material term, covenant or agreement contained in this Agreement on its part to be performed and such failure continues for a period of 30 days after written notice to Owner specifying the nature of such failure and requesting that it be remedied.

22. EXCLUSIVE CONTRACT

The Contractor shall be the sole contractor of the Owners to provide solid waste collection services for and on behalf of the Owners under the terms of the contract for the Service Area as defined herein.

23. NOTICE

A letter sent by certified United States mail to either party at the business addresses specified below shall be sufficient notice whenever required for any purpose in this contract. The addresses designated may be changed from time to time by written notice sent by certified U.S. mail as provided herein.

Contractor: Golden Environmental, LLC
21 Farmers Market Road
Tifton, Georgia 31794
(229) 256-2883

Owners: The City of Tifton
c/o City Manager
P.O. Box 229
Tifton, Georgia 31793
(229) 391-3937

24. MODIFICATION

This Contract, and all exhibits hereto, contains the entire agreement between the parties. There are no other promises or conditions between the parties, either oral or written. This contract supersedes any prior oral or written agreements or contracts between the parties.

This contract shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by all parties hereto. No contractual modification shall be binding on Owners in the absence of a legal vote by their governing boards.

25. ASSIGNMENT

This Agreement may not be assigned or otherwise transferred without the express written consent of the parties.

26. GOVERNING LAW / JURISDICTION

This Contract shall be governed by the laws of the State of Georgia both as to interpretation and performance. Both parties agree that venue for any legal action pursuant to this Contract shall be in Tift County, Georgia.

IN WITNESS WHEREOF, this agreement has been executed in duplicate original on the date and year first above mentioned.

CITY OF TIFTON

By: _____

Title: _____

Witness: _____

GOLDEN ENVIRONMENTAL, LLC

By: _____

Title: _____

Witness: _____

ADDENDUM A

RATE

Residential Municiple Solid Waste

| | |
|--|----------------|
| City of Tifton Subscribers | \$14.13 |
| Plus City of Tifton (Billing Differential) | \$1.00 |
| Total Subscriber Fee | \$15.13 |

- Includes RMSW, Yard Waste Bulky Items, recyclables
- Additional Cart \$5.00

1. Commercial Rates: **Once a month or Call in customers?**

| Contractor Owned | 2 x Month | 1 x Week | 2 x Week | 3 x Week | 4 x Week | 5 x Week | 6 x Week |
|--------------------------------|------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 90-100 Gallon Light Commercial | | \$20.00 | | | | | |
| Four Yard Container | \$50.00 | \$55.90 | \$111.80 | \$167.70 | \$223.60 | \$279.50 | \$335.40 |
| Six Yard Container | \$60.00 | \$83.85 | \$167.70 | \$251.55 | \$335.40 | \$419.25 | \$503.10 |
| Eight Yard Container | \$80.00 | \$111.80 | \$223.60 | \$335.40 | \$447.20 | \$559.00 | \$670.80 |

| Subscriber Owned | 2 x Month | 1 x Week | 2 x Week | 3 x Week | 4 x Week | 5 x Week | 6 x Week |
|-------------------------|------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Four Yard Container | \$45.00 | \$50.90 | \$106.80 | \$162.70 | \$218.60 | \$274.50 | \$330.40 |
| Six Yard Container | \$55.00 | \$77.85 | \$162.70 | \$256.55 | \$330.40 | \$414.25 | \$498.10 |
| Eight Yard Container | \$75.00 | \$106.80 | \$218.60 | \$330.40 | \$442.20 | \$554.00 | \$665.80 |

| | | | |
|---------------------------------|-----------------------|----------------------|---------------------------------|
| One Time Rolloff Pricing | DELIVERY PRICE | PICK-UP PRICE | TOTAL COST + TIPPING FEE |
|---------------------------------|-----------------------|----------------------|---------------------------------|

| | | | |
|---------------------|---------|----------|--|
| Twenty Yard Rolloff | \$50.00 | \$100.00 | \$50.00 + \$100.00 + Tipping Fee = Total |
| Thirty Yard Rolloff | \$50.00 | \$100.00 | \$50.00 + \$100.00 + Tipping Fee = Total |
| Forty Yard Rolloff | \$50.00 | \$100.00 | \$50.00 + \$100.00 + Tipping Fee = Total |

3. **Commercial Recycling Rates:**

| Contractor Owned | 1 x Week | 2 x Week | 3 x Week |
|----------------------|----------|----------|----------|
| Six Yard Container | \$51.60 | \$103.20 | \$154.80 |
| Eight Yard Container | \$68.80 | \$137.60 | \$206.40 |

3a. Contractor shall be responsible for Commercial Recycling Customers with 4 yard compactors. The Contractor will be responsible for negotiating a contract managing transfer of any existing agreements between third party recycling agents and the Contractor.

ADDENDUM B

1. Land Fill Disposal Rates

- All forms of approved waste \$38.50/ton
- All waste collection pursuant to this Agreement must be disposed in the Landfill, except unacceptable waste, recyclables and that waste which can otherwise be disposed of in the Tifton/Tift County Inert Land Fill

2. Inert Land Fill

Wood

- Minimum charge for any load less than 1,200 pounds \$15.00/ton
\$9.50/ton
- Loads between 1,200 and 2,000 pounds Pro rata of ton price
- Any load >2,000 pounds, ton price and pro rata for weight exceeding a ton unit

Concrete

\$6.50/ton

ADDENDUM C

INVENTORY OF CANS AND DUMPSTERS

Approximately 9,665 – 95 gallon Residential Containers

Approximately 525 – 65 gallon Senior Residential Containers

Approximately 311 – 4 yard dumpsters

Approximately 134 – 6 yard dumpsters

Approximately 149 - 8 yard dumpsters

All Old Dumpsters at the Recycling Facility

ADDENDUM D

99
27
126

LANDFILL

| | | | | | | | |
|------------|----------------|----------------------|--------|-------------|--------------|-------------------|-----------|
| 1029 LF | 2002 Peterbilt | Cable Roll Off | Diesel | Cummins 350 | Allison Auto | 1NPZL00X02D714290 | bad motor |
| 1031-09 LF | 2009 Peterbilt | Cable Roll Off | Diesel | Cummins 350 | Allison Auto | 3BPZL00X29F718904 | |
| 1032 LF | Lewis Steel | Roll-off Bin 30 yard | | | | 71391 | |
| 1033 LF | Lewis Steel | Roll-off Bin 30 yard | | | | 71344 | |
| 1034 LF | Lewis Steel | Roll-off Bin 30 yard | | | | 71771 | |
| 1035 LF | Lewis Steel | Roll-off Bin 30 yard | | | | 71375 | |
| 1036 LF | Lewis Steel | Roll-off Bin 30 yard | | | | 71772 | |
| 1037 LF | Lewis Steel | Roll-off Bin 30 yard | | | | 71770 | |
| 1038 LF | Lewis Steel | Roll-off Bin 30 yard | | | | 71758 | |
| 1039 LF | Lewis Steel | Roll-off Bin 30 yard | | | | 71769 | |
| 1040 LF | Lewis Steel | Roll-off Bin 30 yard | | | | 71759 | |
| 1041 LF | Lewis Steel | Roll-off Bin 30 yard | | | | 71767 | |
| 1042 LF | Lewis Steel | Roll-off Bin 40 yard | | | | 73027 | |
| 1043 LF | Lewis Steel | Roll-off Bin 40 yard | | | | 73024 | |
| 1044 LF | Lewis Steel | Roll-off Bin 40 yard | | | | 73028 | |
| 1045 LF | Lewis Steel | Roll-off Bin 40 yard | | | | 71625 | |
| 1046 LF | Lewis Steel | Roll-off Bin 40 yard | | | | 71626 | |
| 1047 LF | Lewis Steel | Roll-off Bin 40 yard | | | | 73029 | |
| 1048 LF | Lewis Steel | Roll-off Bin 40 yard | | | | 71622 | |
| 1049 LF | Lewis Steel | Roll-off Bin 40 yard | | | | 71623 | |
| 1050 LF | Lewis Steel | Roll-off Bin 20 yard | | | | 71803 | |
| 1051 LF | Lewis Steel | Roll-off Bin 20 yard | | | | 71807 | |
| 1052 LF | Lewis Steel | Roll-off Bin 20 yard | | | | 71801 | |
| 1053 LF | Lewis Steel | Roll-off Bin 20 yard | | | | 71501 | |
| 1054 LF | Lewis Steel | Roll-off Bin 20 yard | | | | 71502 | |
| 1055 LF | Lewis Steel | Roll-off Bin 20 yard | | | | 71800 | |
| 1056 LF | Lewis Steel | Roll-off Bin 20 yard | | | | 71802 | |
| 1057 LF | Lewis Steel | Roll-off Bin 20 yard | | | | 71804 | |
| 1058 LF | Lewis Steel | Roll-off Bin 20 yard | | | | 61619 | |

ADDENDUM D CONT.

| | | | |
|---------|-------------|----------------------|-----------------|
| 1059 LF | Lewis Steel | Roll-off Bin 20 yard | 71805 |
| 1060 LF | Lewis Steel | Roll-off Bin 20 yard | 71504 |
| 1061 LF | Lewis Steel | Roll-off Bin 20 yard | 71500 |
| 1062 LF | Lewis Steel | Roll-off Bin 20 yard | 71799 |
| 1063 LF | Lewis Steel | Roll-off Bin 20 yard | 71503 |
| 1064 LF | Lewis Steel | Roll-off Bin 20 yard | 71808 |
| 1065 LF | Lewis Steel | Roll-off Bin 40 yard | 208 VOLTZ 74250 |
| 1066 LF | Lewis Steel | Roll-off Bin 40 yard | 460 VOLTZ 74249 |
| 1067 LF | Lewis Steel | Roll-off Bin 20 yard | 61620 |
| 1068 LF | Lewis Steel | Roll-off Bin 20 yard | 71408 |
| 1069 LF | Lewis Steel | Roll-off Bin 20 yard | 71409 |
| 1071 LF | Lewis Steel | Roll-off Bin 20 yard | 71413 |
| 1072 LF | Lewis Steel | Roll-off Bin 40 yard | 73025 |
| 1073 LF | Lewis Steel | Roll-off Bin 40 yard | 73026 |
| 1076 LF | Lewis Steel | Roll-off Bin 40 yard | 79564 |
| 1077 LF | Lewis Steel | Roll-off Bin 40 yard | 79565 |
| 1078 LF | Lewis Steel | Roll-off Bin 40 yard | 79566 |
| 1079 LF | Lewis Steel | Roll-off Bin 40 yard | 79563 |
| 1080 LF | Lewis Steel | Roll-off Bin 30 yard | 79545 |
| 1081 LF | Lewis Steel | Roll-off Bin 40 yard | 79549 |
| 1082 LF | Lewis Steel | Roll-off Bin 30 yard | 79536 |
| 1083 LF | Lewis Steel | Roll-off Bin 30 yard | 79548 |
| 1084 LF | Lewis Steel | Roll-off Bin 30 yard | 79546 |
| 1085 LF | Lewis Steel | Roll-off Bin 30 yard | 81697 |
| 1086 LF | Lewis Steel | Roll-off Bin 30 yard | 81698 |
| 1087 LF | Lewis Steel | Roll-off Bin 30 yard | 81699 |
| 1088 LF | Lewis Steel | Roll-off Bin 30 yard | 81700 |
| 1089 LF | Lewis Steel | Roll-off Bin 30 yard | 81701 |
| 1090 LF | Lewis Steel | Roll-off Bin 40 yard | # 76032 |
| 1091 LF | Lewis Steel | Roll-off Bin 40 yard | # CD1694 |
| 1092 LF | Lewis Steel | Roll-off Bin 40 yard | 83518 |
| 1093 LF | Lewis Steel | Roll-off Bin 40 yard | 83556 |
| 1094 LF | Lewis Steel | Roll-off Bin 40 yard | 83519 |

ADDENDUM D CONT.

| | | | |
|---------|-------------|----------------------|--------|
| 1095 LF | Lewis Steel | Roll-off Bin 40 yard | 83517 |
| 1096 LF | Lewis Steel | Roll-off Bin 40 yard | 92838 |
| 1097 LF | Lewis Steel | Roll-off Bin 40 yard | 92827 |
| 1098 LF | Lewis Steel | Roll-off Bin 40 yard | 92847 |
| 1099 LF | Lewis Steel | Roll-off Bin 40 yard | 92845 |
| 2000 LF | Lewis Steel | Roll-off Bin 30 yard | 90450 |
| 2001 LF | Lewis Steel | Roll-off Bin 30 yard | 90466 |
| 2002 LF | Lewis Steel | Roll-off Bin 30 yard | 90432 |
| 2003 LF | Lewis Steel | Roll-off Bin 30 yard | 90445 |
| 2004 LF | Lewis Steel | Roll-off Bin 30 yard | 90453 |
| 2005 LF | Lewis Steel | Roll-off Bin 20 yard | 92869 |
| 2006 LF | Lewis Steel | Roll-off Bin 20 yard | 92872 |
| 2007 LF | Lewis Steel | Roll-off Bin 30 yard | 90195 |
| 2008 LF | Lewis Steel | Roll-off Bin 40 yard | 92837 |
| 2009 LF | Lewis Steel | Roll-off Bin 40 yard | 92839 |
| 2010 LF | Lewis Steel | Roll-off Bin 30 yard | 99093 |
| 2011 LF | Lewis Steel | Roll-off Bin 30 yard | 99092 |
| 2012 LF | Lewis Steel | Roll-off Bin 30 yard | 99089 |
| 2013 LF | Lewis Steel | Roll-off Bin 30 yard | 99091 |
| 2014 LF | Lewis Steel | Roll-off Bin 30 yard | 99097 |
| 2015 LF | Lewis Steel | Roll-off Bin 30 yard | 101806 |
| 2016 LF | Lewis Steel | Roll-off Bin 30 yard | 101812 |
| 2017 LF | Lewis Steel | Roll-off Bin 30 yard | 101813 |
| 2018 LF | Lewis Steel | Roll-off Bin 30 yard | 101810 |
| 2019 LF | Lewis Steel | Roll-off Bin 30 yard | 101795 |
| 2020 LF | Lewis Steel | Roll-off Bin 40 yard | 101379 |
| 2021 LF | Lewis Steel | Roll-off Bin 40 yard | 101381 |
| 2022 LF | Lewis Steel | Roll-off Bin 40 yard | 101380 |
| 2023 LF | Lewis Steel | Roll-off Bin 40 yard | 101382 |
| 2024 LF | Lewis Steel | Roll-off Bin 30 yard | 102424 |
| 2025 LF | Lewis Steel | Roll-off Bin 30 yard | 102425 |
| 2026 LF | Lewis Steel | Roll-off Bin 30 yard | 103459 |
| 2027 LF | Lewis Steel | Roll-off Bin 30 yard | 103460 |

ADDENDUM D CONT.

| | | | |
|---------|-------------|----------------------|--------|
| 2028 LF | Lewis Steel | Roll-off Bin 30 yard | 103462 |
| 2029 LF | Lewis Steel | Roll-off Bin 30 yard | 110387 |
| 2030 LF | Lewis Steel | Roll-off Bin 30 yard | 110388 |
| 2031 LF | Lewis Steel | Roll-off Bin 30 yard | 110389 |
| 2032 LF | Lewis Steel | Roll-off Bin 30 yard | 110390 |
| 2033 LF | Lewis Steel | Roll-off Bin 30 yard | 110394 |
| 2034 LF | Lewis Steel | Roll-off Bin 30 yard | 5314 |
| 2035 LF | Lewis Steel | Roll-off Bin 30 yard | 5315 |
| 2036 LF | Lewis Steel | Roll-off Bin 20 yard | 5290 |
| 2037 LF | Lewis Steel | Roll-off Bin 20 yard | 5293 |
| 2038 LF | Lewis Steel | Roll-off Bin 30 yard | 5336 |
| 2039 LF | Lewis Steel | Roll-off Bin 30 yard | 5338 |
| 2040 LF | Lewis Steel | Roll-off Bin 30 yard | 5342 |
| 2041 LF | Lewis Steel | Roll-off Bin 30 yard | 5340 |
| 2042 LF | Lewis Steel | Roll-off Bin 40 yard | 5324 |
| 2043 LF | Lewis Steel | Roll-off Bin 40 yard | 5325 |
| 2044 LF | Lewis Steel | Roll-off Bin 40 yard | 5408 |
| 2045 LF | Lewis Steel | Roll-off Bin 40 yard | 5409 |
| 2046 LF | Lewis Steel | Roll-off Bin 30 yard | 61555 |
| 2047 LF | Lewis Steel | Roll-off Bin 30 yard | 61556 |
| 2048 LF | Lewis Steel | Roll-off Bin 30 yard | 61557 |
| 2049 LF | Lewis Steel | Roll-off Bin 30 yard | 61558 |
| 2050 LF | Lewis Steel | Roll-off Bin 30 yard | 61621 |
| 2051 LF | Lewis Steel | Roll-off Bin 30 yard | 61622 |
| 2052 LF | Lewis Steel | Roll-off Bin 40 yard | 61623 |
| 2053 LF | Lewis Steel | Roll-off Bin 40 yard | 61627 |
| 2054 LF | Lewis Steel | Roll-off Bin 20 yard | 7324 |
| 2055 LF | Lewis Steel | Roll-off Bin 20 yard | 7323 |
| 2057 LF | Lewis Steel | Roll-off Bin 20 yard | 7364 |
| 2058 LF | Lewis Steel | Roll-off Bin 30 yard | 7038 |
| 2059 LF | Lewis Steel | Roll-off Bin 30 yard | 63257 |
| 2060 LF | Lewis Steel | Roll-off Bin 30 yard | 63258 |
| 2061 LF | Lewis Steel | Roll-off Bin 30 yard | 63132 |

Contractor's purchase price for the items listed on Addendum E does not include 1029LF 2002 Peterbilt Cable Roll Off Diesel Cummings 350 Allison Alto 1NPZL00X92D714290 or 1031-09LF 2009 Peterbilt Cable Roll Off Diesel Cummings 350 Allison Alto 3BPZL00X29F718904. Likewise, the serial numbers associated with the roll off bins may not correlate exactly with the inventory purchased. Contractor is aware that discrepancies may exist and his purchase price is in consideration for 126 roll off containers listed on Addendum D.

ADDENDUM E

RECYCLE

| | | | | | | |
|-------------|-------------------------|---|----------|---|---------|-----------|
| 1808 Rec | Gehl | SKID STEER LOADER (Old Unit) | Diesel | 9166 | SURPLUS | \$1,500 |
| 1809 Rec | 1995 Ford | F150 Pickup | Gasoline | 5.0 L Ford Automatic 1FTEF15N8SNB47445 | | \$1,500 |
| 1810 Rec | 1999 International 4700 | Hook Lift Truck | Diesel | 7.3 L Inter Automatic 1HTSCABMSXH611436 | | \$ 18,000 |
| 1824 Rec | 2008 Cat | Skid loader | Diesel | Hydrostac CAT0236BCHEN06826 | | \$ 20,000 |
| 1853 Rec | 2006 Chevrolet 5500 | Hook Lift Truck | Diesel | 6.6 L Automatic 1GBE5C1256F402115 | | \$ 22,000 |
| 1854 Rec | 2006 Daewoo | 5000lb Forklift | Propane | 2.4L Hydrostac 4NGZB02.4LSI | | \$ 14,000 |
| 1860 Rec | Baker | 10yd Roll Off Red Hook and Latch | | 10825R | | \$ 1,600 |
| 1861 Rec | Baker | 10yd Roll Off Red Hook and Latch | | 10826R | | \$ 1,600 |
| 1862 Rec | Baker | 10yd Roll Off Red Hook and Latch | | 10828R | | \$ 1,600 |
| 1863 Rec | Baker | 10yd Roll Off Red Hook and Latch | | 10829R | | \$ 1,600 |
| 1864 Rec | Baker | 10yd Roll Off Red Hook and Latch | | 10830R | | \$ 1,600 |
| 1865 Rec | Baker | 10yd Roll Off Red Hook and Latch | | 10831R | | \$ 1,600 |
| 1866 Rec | Baker | 10yd Roll Off Red Hook and Latch | | 10832R | | \$ 1,600 |
| 1867 Rec | Baker | 10yd Roll Off Red Hook and Latch | | 10833R | | \$ 1,600 |
| 1868 Rec | Baker | 10yd Roll Off Red Hook and Latch | | 10834R | | \$ 1,600 |
| 1869 Rec | Baker | 10yd Roll Off Red Hook and Latch | | 10835R | | \$ 1,600 |
| 1870 Rec | Baker | 10yd Roll Off Red Hook and Latch | | 10836R | | \$ 1,600 |
| 1871 Rec | Baker | 10yd Roll Off Red Hook and Latch | | 10837R | | \$ 1,600 |
| 1872 Rec | Baker | 10yd Roll Off Red Hook and Latch | | 10838R | | \$ 1,600 |
| 1873 Rec | Baker | 10yd Roll Off Red Hook and Latch | | 10839R | | \$ 1,600 |
| 1874 Rec | Baker | 10yd Roll Off Red Hook and Latch | | 10840R | | \$ 1,600 |
| 1875 Rec | Baker | 10yd Roll Off Red Hook and Latch | | 10841R | | \$ 1,600 |
| 1876 Rec | Baker | 10yd Roll Off Red Hook and Latch | | 10842R | | \$ 1,600 |
| 1877 Rec | Baker | 10yd Roll Off Red Hook and Latch | | 10843R | | \$ 1,600 |
| 1878 Rec | Baker | 10yd Roll Off Red Hook and Latch | | 10844R | | \$ 1,600 |
| 1879 Rec | Baker | 10yd Roll Off Red Hook and Latch | | 10845R | | \$ 1,600 |
| 1885 Rec | Wastequip | 10yd Roll Off Red Hook and Latch | | RO 108700 | | \$ 1,600 |
| 1886 Rec | Wastequip | 10yd Roll Off Red Hook and Latch | | RO 108702 | | \$ 1,600 |
| 1887 Rec | Wastequip | 10yd Roll Off Red Hook and Latch | | RO 108698 | | \$ 1,600 |
| 1888 Rec | Wastequip | 10yd Roll Off Red Hook and Latch | | RO 108704 | | \$ 1,600 |
| 1889 Rec | Wastequip | 10yd Roll Off Red Hook and Latch | | RO 108703 | | \$ 1,600 |
| 1890 Rec | Wastequip | 10yd Roll Off Red Hook and Latch | | RO 108709 | | \$ 1,600 |
| 1891 Rec | Wastequip | 10yd Roll Off Red Hook and Latch | | RO 108711 | | \$ 1,600 |
| 1892 Rec | Wastequip | 10yd Roll Off Red Hook and Latch | | RO 108706 | | \$ 1,600 |
| 1893 Rec | Wastequip | 10yd Roll Off Red Hook and Latch | | RO 108710 | | \$ 1,600 |
| 1894 Rec | Wastequip | 10yd Roll Off Red Hook and Latch | | RO 108707 | | \$ 1,600 |
| 1880 DT Rec | Wastequip | 10yd Roll Off Red Hook and Latch (Divided Bins) | | 1718590 | | \$ 1,800 |
| 1881 DT Rec | Wastequip | 10yd Roll Off Red Hook and Latch (Divided Bins) | | 1718584 | | \$ 1,800 |
| 1882 DT Rec | Wastequip | 10yd Roll Off Red Hook and Latch (Divided Bins) | | 1718588 | | \$ 1,800 |
| 1883 DT Rec | Wastequip | 10yd Roll Off Red Hook and Latch (Divided Bins) | | 1718591 | | \$ 1,800 |
| 1884 DT Rec | Wastequip | 10yd Roll Off Red Hook and Latch (Divided Bins) | | 1718587 | | \$ 1,800 |
| Rec | Selco | HRB-516N Twin Ram Auto Tie Open End Baler | | TR-12100 | | \$ 50,000 |
| Rec | Max Pac | MP-7230 Vertical Baler | | 1095267515 | | \$ 5,000 |

ADDENDUM H



Employee Benefits

- Based on the employee list provided in the request for proposal, each employee would continue at their current hourly rate or higher
- Average work week is 48 hours, with overtime paid over 40 hours at time and a half
- Golden Environmental provides uniforms at no cost to employees
- 6 paid holidays - New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas
- 5 paid vacation days for 0 - 5 years of service; 7 paid vacation days 6 - 9 years; additional 1/2 day per year for each year 10 and over
- 5 paid sick days
- 401k - 2013 match is 3.5%. Match amount is based on business success and is typically between 2.5 and 3.5%.
- Life insurance is available for purchase by the employee
- Christmas bonus, approximately of 1% of salary
- Vision insurance is available for purchase by the employee for approximately \$20/month
- Dental insurance is available for purchase by the employee for approximately \$25/month

Major Medical

Golden Environmental pays half of premiums for employees that choose health coverage. The employee chooses the level of health insurance (ie. individual, individual + spouse, family). I also mentioned that we have several insurance companies that provide health coverage, based on the health needs of the employee. These companies allow Golden Environmental to shop for the best coverage and premium based on individual health conditions.

All Cuurent City Employees who become employees of Golden Environmental will maintain the sames years of service that they have been employed by the City of Tifton as it pertains to accumulation of vacation days.