



LOWNDES COUNTY BOARD OF COMMISSIONERS  
PROPOSED AGENDA  
WORK SESSION, MONDAY, MARCH 24, 2025, 8:30 A.M.  
REGULAR SESSION, TUESDAY, MARCH 25, 2025, 5:30 P.M.  
327 N. Ashley Street - 2nd Floor

**1. Call To Order**

**2. Invocation**

**3. Pledge Of Allegiance To The Flag**

**4. Minutes For Approval**

- a. Work Session & Executive Session - February 24, 2025, & Regular Session - February 25, 2025  
Recommended Action: Approve  
Documents:

**5. Appointment**

- a. Seven Rivers Resource Conservation and Development Council, Inc.  
Recommended Action: Board's Pleasure  
Documents:

**6. For Consideration**

- a. Network Hardware Replacement  
Recommended Action: Approve  
Documents:
- b. Advanced Disposal Services Residential Solid Waste Franchise Renewal  
Recommended Action: Board's Pleasure  
Documents:
- c. Deep South Sanitation, LLC, Residential Solid Waste Franchise Renewal  
Recommended Action: Board's Pleasure  
Documents:

**7. Reports - County Manager**

**8. Citizens Wishing To Be Heard - Please State Your Name and Address**

**9. Adjournment**

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Seven Rivers Resource Conservation and Development  
Council, Inc.

DATE OF MEETING: March 25, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT:

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Appointing a Member

HISTORY, FACTS AND ISSUES: The Seven Rivers Resource Conservation and Development Area shall comprise the counties of Appling, Atkinson, Bacon, Berrien, Brantley, Brooks, Charlton, Clinch, Coffee, Cook, Echols, Jeff Davis, Lanier, Lowndes, Pierce, Ware, and Wayne in the State of Georgia.

The organization is to provide local leadership needed for developing, making necessary amendments to and carrying out a plan for the orderly development, conservation improvement, and wise use of the area's natural resources, and to educate, to collect, to coordinate, and to disseminate information for development of human resources, thereby improving the economic opportunities of the people within the Seven Rivers Resource Conservation and Development Area. Said organization is organized for charitable, educational, scientific, and other purposes under Section 501 (c) (3) of the Internal Revenue Code.

Mr. Corey Millirons has been recommended to fill the seat currently held by Mr. Jake Price. The Commission is asked to please consider appointing Mr. Millirons.

OPTIONS: 1. Appoint Mr. Corey Millirons.  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Print

**Lowndes County Board/Agency Appointee Information Sheet - Submission #184**

Date Submitted: 2/25/2025

Date:

2/25/2025

Board/Agency Applying For:

Seven Rivers Resource Conservation & Development

Last Name

Millirons

First Name

Corey

Street Address

City/State/Zip

Hahira, GA 31632

Phone Number

Email Address

Occupation

Farmer

Professional Experience

Agricultural

Knowledge & Skills

Agricultural, common sense & desire to improve community

What knowledge or skills do you possess that would contribute to the Board/Agency to which you are requesting to be appointed?

Please list the Board/Agency that you have been or are currently a member of:

NONE

Extra Activities & Community Organizations

4-H Exhibitor

Please list any extracurricular activities and/or community organizations you are affiliated with.

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Network Hardware Replacement

DATE OF MEETING: March 25, 2025

BUDGET IMPACT: \$79,351.45

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

Work  
Session/Regular  
Session

COUNTY ACTION REQUESTED ON: Network Hardware Replacement

HISTORY, FACTS AND ISSUES: Lowndes County has three smaller data centers whose network switch equipment is end-of-life/end-of-support. The quote provided is for hardware replacement at these three sites. All services will be provided by Lowndes County staff. Upgrading this equipment is essential to maintaining network reliability, security, and performance across these locations. The vendor is on state contract.

OPTIONS: 1. Approve  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: ITS

DEPARTMENT HEAD: Aaron Kostyu

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



## Lowndes County C9300 Switches R2

### Prepared by:

#### Converge Technology Solutions

Kristan Elsey  
kristan.elsey@convergetp.com

### Prepared for:

#### Lowndes County Board of Commissioners

April Wright  
april@lowndescounty.com



# Lowndes County C9300 Switches R2

Version: 1  
 Date: 03/19/2025  
 Expiration Date: 04/16/2025  
 Payment Terms: Net 30

Kristan Elsey  
 Account Executive  
 kristan.elsey@convergetp.com

Converge Technology Solutions  
 8520 Cliff Cameron Dr.  
 Suite 130  
 Charlotte, NC 28269

## Bill To:

### Lowndes County Board of Commissioners

327 North Ashley Street  
 Valdosta, GA 31601  
 April Wright  
 (229) 671-2450  
 april@lowndescounty.com

Cisco C9300 Switches

## Ship To:

### Lowndes County Board of Commissioners

327 North Ashley Street  
 Valdosta, GA 31601  
 April Wright  
 (229) 671-2450  
 april@lowndescounty.com

Line	Qty	Product	Product Description	List Price	Price	Ext. Price
			<b>C9300X-12-Y-E with redundant power supplies, 3-year DNA Essentials SW license and 3-year 8x5xNBD SmartNet</b>			
1	3	C9300X-12Y-E	Catalyst 9300X 12x25G Fiber Ports, modular uplink Switch	\$20,109.05	\$6,420.36	\$19,261.08
2	3	CON-SNT-C9300X12	SNTC-8X5XNBD Catalyst 9300X 12x25G Fiber Ports, modul	\$4,323.00	\$3,515.54	\$10,546.62
3	3	C9300X-DNA-12Y-E	C9300 DNA Essentials, Term License	\$0.00	\$0.00	\$0.00
4	3	C9300-DNA-L-E-3Y	DNA Essentials 3 Year License	\$721.56	\$230.37	\$691.11
5	3	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$0.00	\$0.00	\$0.00
6	3	D-DNAS-EXT-S-3Y	Cisco DNA Spaces Extend for Catalyst Switching - 3Year	\$0.00	\$0.00	\$0.00
7	3	SC9300UK9-1714	CAT9300/9400/9500/9600 UNIVERSAL	\$0.00	\$0.00	\$0.00
8	3	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	\$0.00	\$0.00	\$0.00
9	3	PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	\$1,478.61	\$472.08	\$1,416.24
10	6	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	\$0.00
11	3	C9300X-NW-E-12	C9300 Network Essentials, 12-port license	\$0.00	\$0.00	\$0.00
12	3	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$118.29	\$37.77	\$113.31

## Cisco C9300 Switches

Line	Qty	Product	Product Description	List Price	Price	Ext. Price
13	3	CAB-SPWR-150CM	Catalyst Stack Power Cable 150 CM - Upgrade	\$118.29	\$37.77	\$113.31
14	3	C9300-SSD-NONE	No SSD Card Selected	\$0.00	\$0.00	\$0.00
15	3	C9300X-NM-BLANK	Catalyst 9300 Network Module Blank Module	\$0.00	\$0.00	\$0.00
16	3	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	\$0.00	\$0.00
17	3	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	\$0.00	\$0.00
18	3	C9300X-NM-NONE	Catalyst 9300 No-Network Module Selection	\$0.00	\$0.00	\$0.00
19	3	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	\$0.00
			<b>C9300-48P-E with redundant power supplies, C9300-NM-8X uplink module, 3-year DNA Essentials SW license and 3-year 8x5xNBD SmartNet</b>			
20	6	C9300-48P-E	Catalyst 9300 48-port PoE+, Network Essentials	\$11,945.20	\$3,813.82	\$22,882.92
21	6	CON-SNT-C93004PE	SNTC-8X5XNBD Catalyst 9300 48-port PoE+, Network Esse	\$2,568.21	\$2,088.52	\$12,531.12
22	6	C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	\$0.00	\$0.00	\$0.00
23	6	C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	\$1,324.83	\$423.00	\$2,538.00
24	6	C9300-NW-E-48	C9300 Network Essentials, 48-port license	\$0.00	\$0.00	\$0.00
25	6	SC9300UK9-1715	CAT9300/9400/9500/9600 UNIVERSAL	\$0.00	\$0.00	\$0.00
26	6	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	\$0.00	\$0.00	\$0.00
27	6	PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	\$1,478.61	\$472.08	\$2,832.48
28	12	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	\$0.00
29	6	C9300-SSD-NONE	No SSD Card Selected	\$0.00	\$0.00	\$0.00
30	6	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$118.29	\$37.77	\$226.62
31	6	CAB-SPWR-150CM	Catalyst Stack Power Cable 150 CM - Upgrade	\$118.29	\$37.77	\$226.62
32	6	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	\$0.00	\$0.00

## Cisco C9300 Switches

Line	Qty	Product	Product Description	List Price	Price	Ext. Price
33	6	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	\$0.00	\$0.00
34	6	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$3,016.36	\$963.00	\$5,778.00
35	6	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	\$0.00
36	2	STACK-T1-1M=	1M Type 1 Stacking Cable	\$300.44	\$97.01	\$194.02

Pricing adheres to GA State Contract Supplier Cisco Systems

**Subtotal: \$79,351.45**



## Quote Summary

Description	Amount
Cisco C9300 Switches	\$79,351.45
<b>Total (USD): \$79,351.45</b>	

- Payment Terms, as established or upon credit approval.
- FOB Destination.
- Taxes, freight and other fees not included unless otherwise stated.
- Returns or exchanges are at the discretion of the Manufacturer.
- Order may be delivered in multiple shipments, and customer agrees to pay partial payments as product is delivered.
- Supplier is acting as a reseller of the Original Equipment Manufacturer (OEM). The products sold under this quotation are subject to the terms and conditions provided by the OEM.
- This Quote, including the Vendor's terms and conditions therein, represent the complete and final agreement and supersedes all prior understandings, including but not limited to, any negotiations, representations, and terms listed on a Customer's purchase order.
- To the extent that this Quote is a multi-year commitment, this quote cannot be cancelled or terminated unless agreed to, in writing, by the Vendor.
- It is our full intent to hold pricing firm until the end of the contract term but given recent developments in global trade policies and the potential tariffs, we would like to bring to your attention that materials and imported goods may be subject to higher costs and impact the supply chain that may impact pricing. We are committed to transparency and will ensure you are kept informed of any price adjustments as soon as they are identified.

### Lowndes County Board of Commissioners

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Advanced Disposal Services Residential Solid Waste  
Franchise Renewal

DATE OF MEETING: March 25, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT: \$0.00

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Advanced Disposal Services Solid Waste Southeast, Inc.  
Residential Solid Waste Franchise renewal for 2025-2026

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HISTORY, FACTS AND ISSUES: Advanced Disposal Services Solid Waste Southeast, Inc., a division of Waste Management, Inc., has applied to renew its existing Franchise for Residential Solid Waste Collections Services which is scheduled to expire on March 31, 2025.

Enclosed is a proposed renewed Franchise Agreement. The agreement is for a term of one year, beginning April 1, 2025 and ending on March 31, 2026.

(Other than updating various dates in the Franchise Agreement, it is identical to the existing Franchise)

OPTIONS: 1. Approve proposed renewed Franchise for Residential Solid Waste Collection Services for Advanced Disposal Services Solid Waste Southeast, Inc. and authorize the Chairman to execute the Franchise on behalf of the County.

2. Redirect

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Human Resources

DEPARTMENT HEAD: Kevin Beals

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**FRANCHISE  
FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES**

THIS FRANCHISE (the “Franchise”) is granted effective as of the 1st day of April, 2025 by the BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA (the “County”) to, and is accepted and agreed to by, ADVANCED DISPOSAL SERVICES SOLID WASTE SOUTHEAST, INC. (“Franchisee”).

**W I T N E S S E T H:**

WHEREAS, the County desires to promote, preserve, and protect the public health, safety, and general welfare by providing for the collection, transportation, and disposal of solid waste generated by residential premises located within the unincorporated areas of Lowndes County;

WHEREAS, providing for and regulating the collection, transportation, and disposal of solid waste generated by residential premises located within the unincorporated areas of Lowndes County is a valid exercise of the County’s police power;

WHEREAS, Franchisee was issued a residential solid waste collection franchise by the County to offer and to provide residential solid waste collection services serving residents of the unincorporated areas of Lowndes County which franchise expired March 31, 2025;

WHEREAS, with its residential solid waste collection franchise expiring March 31, 2025, Franchisee desires to renew such franchise and to continue to operate a business, enterprise, and commercial activity offering and providing residential solid waste collection services within and serving residents of the unincorporated areas of Lowndes County;

WHEREAS, with Franchisee’s residential solid waste collection franchise expiring March 31, 2025, the County desires to renew, issue and grant to Franchisee, and Franchisee desires to accept and agree to, the right and privilege to offer and to provide such residential solid waste collection services serving residents of the unincorporated areas of Lowndes County, in each case pursuant and subject to the conditions, terms, provisions, requirements, and obligations of the Solid Waste Ordinance and this Franchise; and

WHEREAS, the granting of this Franchise to authorize and to permit Franchisee to provide residential solid waste collection services is authorized by the 2015 Lowndes County Solid Waste Ordinance as amended duly adopted by the Lowndes County Board of Commissioners (the “Solid Waste Ordinance”);

NOW, THEREFORE, in consideration of the foregoing, the respective representations, warranties, covenants, and agreements of Franchisee set forth herein, the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are each hereby acknowledged, Lowndes County does hereby issue and grant to Franchisee, and

Franchisee, intending to be legally bound hereby, does hereby accept and agree to this Franchise, as follows:

**1. Definitions.** Terms not otherwise defined in this Franchise shall have the meaning ascribed to them in the Solid Waste Ordinance unless the context clearly requires otherwise.

**2. Grant of Franchise.** Pursuant to the Solid Waste Ordinance, the County hereby issues and grants to Franchisee this Franchise authorizing Franchisee to provide residential solid waste collection services to residents and to use the public roads and rights-of-way of Lowndes County for such purpose, all in accordance with and subject to each of the conditions, terms, provisions, requirements, and obligations of the Solid Waste Ordinance and this Franchise.

**3. Non-exclusivity.** This Franchise is nonexclusive. The County may issue and grant other nonexclusive franchises pursuant to the Solid Waste Ordinance to other franchisees for the provision of residential solid waste collection services to residents.

**4. Number of Nonexclusive Franchisees.** The County may issue such number of nonexclusive franchises pursuant to the Solid Waste Ordinance, and may limit such number of nonexclusive franchises it issues pursuant to the Solid Waste Ordinance, as it determines from time to time for reasons and purposes reasonably related to the public health, safety, and general welfare, including but not limited to the availability of residential solid waste collection service to residents of each residential premise, the adequate provision of such service, the quality of customer service provided, the reasonableness of price therefor, and the effect of solid waste service vehicles on county roads and the public.

**5. Effective Date, Term of Franchise.** The effective date of this Franchise is April 1, 2025. The term of this Franchise shall be from April 1, 2025 through March 31, 2026, inclusive.

**6. Provision of Basic Service to Residents of all Residential Premises.** Franchisee shall offer and provide basic service to any and all residents who request and subscribe to such service.

**7. Collection Centers.** For and during the term of this Franchise, the County grants Franchisee a license to use the real property located at 4758 Loch Laurel Road and 4040 Pine Grove Road, more fully described on Exhibits A and B hereto (the “collection centers”), for the limited purpose of receiving for collection at the collection centers residential recycling materials, yard waste, and bulky items pursuant to and in accordance with the Ordinance and this Franchise. Franchisee shall not remove any trees or landscaping materials from said property or make any permanent modifications or improvements to said property without prior written approval of the County Manager. Franchisee may terminate said license as to either or both of the collection centers upon thirty (30) days’ prior written notice to the County. Said license shall also terminate as to either or both of the collection centers in the event Franchisee discontinues use of either or both of the collection centers for said purposes for more than thirty (30) days.

**8. Collection of Residential Garbage.** Franchisee’s basic service shall include the collection of a subscriber’s residential garbage at curbside on a collection day designated by Franchisee at least one (1) time per week.

**9. Collection of Bulky Items.** Franchisee's basic service shall include the collection of a subscriber's bulky items either (a) at the collection centers or (b) at curbside. If Franchisee's basic service includes the collection of a subscriber's bulky items at curbside, Franchisee shall collect such bulky items at curbside on a collection day designated by Franchisee at least one (1) time every other week based upon the subscriber's requesting Franchisee by telephone to collect such bulky items at least two (2) business days prior to the designated collection day, provided however, Franchisee shall not be obligated to collect more than five (5) cubic yards of bulky items from the subscriber's premises at a single collection day. If Franchisee's basic service includes the collection of a subscriber's bulky items at the collection centers, Franchisee may upon request of a subscriber collect a subscriber's bulky items at curbside as an additional service.

**10. Collection of Yard Waste.** Franchisee's basic service shall include the collection of a subscriber's yard waste either (a) at the collection centers or (b) at curbside. If Franchisee's basic service includes the collection of a subscriber's yard waste at curbside, Franchisee shall collect such yard waste at curbside on a collection day designated by Franchisee at least one (1) time every other week. If Franchisee's basic service includes the collection of a subscriber's yard waste at the collection centers, Franchisee may upon request of a subscriber collect a subscriber's yard waste at curbside as an additional service.

**11. Collection of Residential Recycling Materials.** Franchisee's basic service shall include the collection of a subscriber's residential recycling materials either (a) at the collection centers or (b) at curbside. If Franchisee's basic service includes the collection of a subscriber's residential recycling materials at curbside, Franchisee shall collect such residential recycling materials at curbside on a collection day designated by Franchisee at least one (1) time every other week. If Franchisee's basic service includes the collection of a subscriber's residential recycling materials at the collection centers, Franchisee may upon request of a subscriber collect a subscriber's residential recycling materials at curbside as an additional service. Franchisee shall ensure all residential recycling materials it collects from its subscribers are processed for recycling and are not disposed in a landfill. In the event Franchisee is unable to dispose of a certain type or types of recyclable materials for recycling, and with prior written approval of the County Manager, Franchisee may notify its subscribers that they shall not include such certain type or types of recyclable materials in the residential recycling materials they deliver to Franchisee for collection either at the collection centers or at curbside. Franchisee shall not be responsible for the collection of any residential recycling materials at curbside or at the collection centers if residential garbage is mixed with such residential recycling materials.

**12. Back-Door Pick-up.** Franchisee shall provide back-door pick-up of residential garbage from each of its subscribers who is because of injury or infirmity unable to place his or her solid waste cart at curbside provided no other resident of the subscriber's residential premise is able to place the subscriber's solid waste cart at curbside. If Franchisee collects residential recycling materials at curbside, Franchisee shall provide back-door pick-up of residential recycling materials from each of its subscribers who is because of injury or infirmity unable to place his or her recycling container at curbside provided no other resident of the subscriber's residential premise is able to place the subscriber's recycling container at curbside. Franchisee shall accept the written statement of a physician of the subscriber's lack of ability to place the subscriber's solid waste

collection cart and/or recycling container at curbside as sufficient evidence and proof of the subscriber's lack of such ability.

**13. Uniform Fee.** Franchisee shall charge each of its subscribers the same uniform fee for basic service and the same uniform fee or fees for additional services provided pursuant to this Franchise.

**14. Pricing for Basic Service.** Franchisee shall not charge its subscribers in excess of \$20.00 per month for the basic service Franchisee provides pursuant to this Franchise.

**15. Additional Services.** In addition to its basic service, Franchisee may offer and provide its subscribers additional services and charge uniform fees determined by Franchisee therefor; provided, however, if Franchisee's basic service includes the collection of bulky items, yard waste, or residential recycling materials at the collection centers, Franchisee may provide its subscribers who are because of injury or infirmity unable to use the collection centers a discounted fee in such amount as Franchisee determines for the additional service or services of curbside collection of bulky items, yard waste, or residential recycling materials provided such discounted fee is uniform for all such subscribers who are because of injury or infirmity unable to use the collection centers.

**16. Days and Hours of Curbside Collection.** Franchisee shall collect residential solid waste at curbside, whether as a basic service or as an additional service, only on weekdays between the hours of 7:00 a.m. and 7:00 p.m. except to perform emergency work or service required to safeguard the immediate health, safety, and general welfare of the public.

**17. Collection from Persons Other than Franchisee's Subscribers.** Franchisee may collect bulky items, yard waste, and/or residential recycling materials, whether at curbside or at the collection centers, from persons other than its subscribers for such fee or fees to which Franchisee and such other persons agree.

**18. Franchisee's Vehicles.**

(a) Franchisee shall collect residential garbage from its subscribers in vehicles specifically designed for the collection of residential garbage. Such vehicles shall have fully enclosed leak resistant compaction bodies. Franchisee shall provide a sufficient number of such vehicles for the curbside collection of residential garbage from Franchisee's subscribers.

(b) If Franchisee collects any of bulky items, yard waste, or residential recycling materials at curbside, whether as a basic service or as an additional service, Franchisee shall provide a sufficient number of vehicles for the curbside collection thereof from Franchisee's subscribers.

(c) Franchisee shall ensure that solid waste it transports by its vehicles does not spill, leak, or blow from such vehicles.

(d) Each vehicle Franchisee uses to provide residential solid waste collection services shall be kept in good repair, appearance, and a sanitary condition at all times.

(e) Each vehicle Franchisee uses to provide residential solid waste collection services shall be clearly and prominently marked on both its left and right sides with Franchisee's name and telephone number.

**19. Additional Solid Waste Carts; Additional Recycling Containers.**

(a) Franchisee shall furnish one (1) solid waste cart to each of its subscribers at no charge. Franchisee shall maintain its solid waste carts in a reasonably good condition. Franchisee shall supply one (1) or more additional solid waste carts to any of its subscribers upon request and may charge such subscribers an additional monthly fee of up to \$5.00 for each additional solid waste cart supplied and the curbside collection of residential garbage associated with each additional cart supplied. Franchisee shall repair or replace its solid waste carts at no charge to its subscriber if such repair or replacement is due to reasonable wear and tear. Franchisee may charge a subscriber for the cost of repair or replacement of solid waste carts if such repair or replacement is required as a result of a subscriber's excessive abuse, neglect, or damage, or due to fire or theft.

(b) If Franchisee collects residential recycling materials at curbside, Franchisee shall furnish one (1) recycling container to each of its subscribers at no charge. Franchisee shall maintain its recycling containers in a reasonably good condition. If Franchisee collects residential recycling materials at curbside, Franchisee shall supply one (1) or more additional recycling containers to any of its subscribers from whom it collects residential recycling materials at curbside upon request and may charge such subscribers an additional monthly fee of up to \$5.00 for each additional recycling container supplied and the curbside collection of residential recycling materials associated with each additional cart supplied. Franchisee shall repair or replace its recycling containers at no charge to the subscriber if such repair or replacement is due to reasonable wear and tear. Franchisee may charge subscribers for the cost of repair or replacement of recycling containers if such repair or replacement is required as a result of a subscriber's excessive abuse, neglect, or damage, or due to fire or theft.

**20. Subscription Fees.** Franchisee shall not charge its subscribers a subscription fee or any other fee upon subscription.

**21. Termination Fees.** Franchisee may charge a subscriber a termination fee or such other fee upon termination of the subscriber's subscription in any amount to which Franchisee and its subscriber agree.

**22. Suspension of Curbside Collection on Holidays.** Franchisee may suspend the collection of residential solid waste which Franchisee collects at curbside, either as a basic service or as an additional service, on holidays observed by the County provided Franchisee collects such residential solid waste within the two (2) business days before or after such holiday and provides at least seven (7) days' advance notice to affected subscribers of the suspension of such service and the day on which such service will be provided.

**23. Hours of Operation of Collection Centers.** If Franchisee operates the collection centers, it shall operate such center at least during the following hours: 7:00 a.m. to 7:00 p.m. each Friday, Saturday, and Monday, and 1:00 p.m. to 7:00 p.m. each Sunday, excepting holidays observed by the County.

**24. Staffing and Operation of Collection Centers.** If Franchisee operates the collection centers, it shall staff the collection centers with a sufficient number of trained employees to handle efficiently, adequately, and timely the vehicular traffic through the collection centers and the

volume of residential solid waste delivered to the collection centers and to assist subscribers delivering solid waste to the collection centers. Franchisee may adopt and enforce reasonable rules consistent with industry practice for the efficient operation of the collection centers provided such rules are not inconsistent with the Ordinance or this Franchise and are approved in advance in writing by the County Manager.

**25. Equipment and Containers.** If Franchisee operates the collection centers, it shall equip such collection centers with sufficient equipment and containers to handle efficiently, adequately, and timely the volume of residential solid waste delivered to the collection centers. Franchisee shall keep such equipment and containers in good repair, appearance, and sanitary condition at all times. Upon termination of this Franchise, or termination of Franchisee's license to the collection centers prior thereto, Franchisee shall, at its sole expense, remove all of its equipment, containers, and any other property from the collection centers.

**26. Cost of Operation of Collection Centers.** If Franchisee operates the collection centers, it shall be responsible for and shall indemnify and hold the County harmless for all costs, expense, and risk of and associated with operating the collection centers.

**27. Maintenance and Appearance of Collection Centers.** If Franchisee operates the collection centers, it shall be responsible for the maintenance and neat appearance of the collection centers, including without limitation keeping the premises free of litter, mowing any grass on the premises, and trimming any shrubbery on the premises.

**28. Information and Educational Materials.** Franchisee shall provide information and educational materials to the public and specifically its subscribers regarding the residential solid waste collection services Franchisee provides pursuant to this Franchise. The information and materials which Franchisee provides its subscribers shall include (a) Franchisee's curbside collection schedules, (b) at least seven (7) days' advance notice to subscribers of holidays on which the franchisee will suspend the collection of solid waste at curbside and the alternative day on which such service will be provided, (c) at least fourteen (14) days' advance notice of any other change in a subscriber's designated collection day, (d) the hours of operation of the collection centers, (e) information regarding the obligations and responsibilities of subscribers under the Ordinance, including the obligations of subscribers regarding the placement of residential solid waste at curbside and the removal of solid waste carts and recycling containers from curbside, and (f) at least sixty (60) days' advance notice of any change in Franchisee's fees to its subscribers, including any change in Franchisee's fee for basic service, fees for additional solid waste carts and recycling containers, and fees for additional services.

**29. Franchise Fees.** During the term of the Franchise, Franchisee shall pay a franchise fee to the County for the regulation in Lowndes County of residential solid waste, residential solid waste collection services, the administration and enforcement of the Solid Waste Ordinance, and the administration and enforcement of this Franchise. Such franchise fee shall be paid at the rate of \$3.00 per ton of residential garbage collected by Franchisee in the unincorporated area pursuant to this Franchise. Such franchise fee shall be paid on a monthly basis, with Franchisee paying to the County by the last day of each calendar month the franchise fee due for residential garbage collected by Franchisee in the unincorporated area or otherwise from residents during the



immediately preceding calendar month. Each payment by Franchisee of the franchise fee shall be accompanied by a written statement, certified by an officer of Franchisee or executive level manager responsible for the area or region of Franchisee's operations that includes Lowndes County, showing in such form and detail as the County Manager may prescribe, the total tonnage of residential garbage collected by Franchisee in the unincorporated area during the calendar month for which such franchisee fee is being paid, the calculation of such franchise fee then being paid by Franchisee, and also accompanied by copies of landfill weight tickets evidencing such total tonnage and such other information as the County Manager may from time to time require.

**30. Billing and Collection.** Franchisee shall be solely responsible for the billing and collection of its charges to its subscribers and shall bear all cost, expense, and risk in connection therewith, including nonpayment by any subscriber.

**31. Disposal of Solid Waste.** Franchisee shall dispose residential garbage collected by it from its subscribers at curbside and at the collection centers only at the Evergreen Landfill on Wetherington Lane, Valdosta, Georgia or at such other lawfully permitted or licensed disposal facility approved in advance in writing by the County Manager and shall be responsible for and indemnify and hold the County harmless from all risk and the payment of all costs and fees associated with such disposal.

**32. Prohibition Against Commingling.** Franchisee shall not commingle residential solid waste collected from residents pursuant to this Franchise with any commercial solid waste or any other solid waste originating from elsewhere within the County or from outside the County.

**33. Title and Ownership of Waste.** Title to and ownership of residential solid waste collected by Franchisee from residents pursuant to this Franchise shall pass to Franchisee once it is placed in a vehicle or other equipment under control of Franchisee or received by Franchisee at the collection centers.

**34. Indemnity.** Franchisee shall, at its sole cost and expense, fully indemnify, defend, and hold harmless the County, its officers, boards, commissioners, employees, representatives, and agents from and against any and all claims, suits, actions, fines, penalties, liability, costs, loss, damage, and judgments of any kind, including personal injury and/or death, and including reasonable attorneys' fees, expenses, and costs of settlement, arising from or relating to Franchisee's negligence or willful misconduct during the collection, transportation, or disposal of solid waste, whether or not the act or omission complained of is authorized, allowed, or prohibited by this Franchise or the Solid Waste Ordinance, and from any breach or violation by Franchisee of this Franchise or the Solid Waste Ordinance.

**35. Performance Bond.** Before providing residential solid waste collection services pursuant to this Franchise and at all times during the term of this Franchise, Franchisee shall furnish to the County and maintain in effect a surety bond in the amount of \$250,000 issued by a financially sound and reputable corporate surety authorized to do business in the State of Georgia reasonably acceptable to the County as security for Franchisee's performance of each and every of its obligations under this Franchise and the Solid Waste Ordinance.

**36. Insurance.**

(a) Franchisee shall maintain in full force and effect insurance of the types and in the amounts set forth below. Franchisee shall furnish to the County with its execution and delivery of this Franchise and annually thereafter if this Franchise is renewed, or at any time upon the County’s request, certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force and certifying that the County shall receive at least thirty (30) days’ notice prior to any modification, revocation, cancellation, or non-renewal of said insurance. No such insurance shall have a self-insured retention amount in excess of \$10,000.

<u>Coverages</u>	<u>Limits of Liability</u>
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 Liability	Statutory \$500,000
Excess Liability Umbrella	\$2,000,000 aggregate
Pollution and Environmental Liability and Remediation Coverage	\$1,000,000 per occurrence

Franchisee shall ensure the County is named as an “Additional Insured” on each such policy.

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

(c) Any failure to provide such evidence of, or to maintain, insurance as required by this section shall be grounds for termination of this Franchise.

**37. Reporting.** Franchisee shall submit to the County Manager a written report no later than forty-five (45) days prior to the termination of this Franchise, whether or not Franchisee has sought or intends to seek renewal of this Franchise, providing the following information regarding Franchisee’s provision of residential solid waste collection services pursuant to this Franchise as of the date which is two (2) months prior to the expiration of this Franchise (the “date of report”) or covering the period up to ten (10) months immediately preceding such date of report (the “period of report”), as applicable, in such format as may be requested by the County Manager:

- the name and address of each of Franchisee’s subscribers as of such date of report,
- the name and address of each subscriber to whom Franchisee has provided a recycling container as of such date of report,
- the quantities by tonnage of residential garbage collected by Franchisee pursuant to this Franchise each month during such period of report
- the quantities by tonnage of bulky items collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection centers and (b) at curbside
- the quantities by tonnage of yard waste collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection centers and (b) at curbside

- the quantities by tonnage of residential recycling materials collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection centers and (b) at curbside
  - a log of missed collections occurring during such period of report, including for each missed collection the subscriber's name and address and the date of the missed collection
  - a log of accidents involving personal injuries or property damage arising out of Franchisee's provision of residential solid waste collection service pursuant to this Franchise occurring during such period of report, including for each accident the date and location and a summary of the accident
  - a log of complaints made by Franchise's subscribers to Franchisee during such period of report, including for each complaint the name and address of the complaining subscriber and the date and a summary of the complaint including its resolution,
- and any other information maintained by Franchisee requested by the County Manager.

**38. Franchisee's Records.** Franchisee shall maintain accurate and complete books, accounts, and records arising out of or related to its operations under this Franchise, including without limitation, the subscribers it from time to time serves, each specific service Franchisee offers as a part of its residential solid waste collection services provided hereunder, complaints it may receive and their resolution, the quantities by calendar month of residential solid waste collected from residents of the unincorporated area, and the quantities of such residential solid waste disposed of by date and location at each disposal facility or location. Franchisee's books, accounts, and records arising out of or related to its operations under this Franchise shall at all times be open to inspection, examination, audit, and copying by authorized employees, representatives, and agents of the County. Such books, accounts, and records shall be kept at Franchisee's local office in Lowndes County.

**39. Local Office.** Franchisee shall maintain a local office and a published local telephone number in Lowndes County which shall be open for business at all times between the hours of at least 8:00 a.m. and 5:00 p.m. of each business day, excepting Saturday, Sunday, and holidays observed by Lowndes County. Such local office shall be staffed by a sufficient number of trained employees to efficiently and timely handle the volume of transactions, inquiries, complaints, and other business at such local office, and who shall be available at such office and telephone number for subscribers, other County citizens, and the County's employees, representatives, and agents, to discuss or refer any complaint, inquiry, billing or payment issue, or initiation, modification, or termination of a subscriber's service, or to otherwise communicate and transact business regarding Franchisee's residential solid waste collection services. In doing so, Franchisee shall maintain a subscriber service system reasonably equipped, staffed, and designed to promptly and courteously resolve disputes with or complaints by its subscribers. Franchisee shall provide to each of its subscribers and to the County a written policy specifying the terms, conditions, and fees for each and every service provided its subscribers. Such policies shall be subject to and not conflict with the provisions of this Franchise and the Solid Waste Ordinance.

**40. Complaints.** All subscriber complaints about residential solid waste collection services provided by Franchisee shall be made directly to the Franchisee, which shall give prompt and courteous attention and follow up to each complaint. In the case of alleged missed scheduled

collection, Franchisee shall investigate and, if such allegations are confirmed, shall arrange for the collection of the residential solid waste not collected within two (2) business days after the complaint is received.

**41. Compliance with Solid Waste Ordinance and Other Applicable Laws.** Franchisee shall operate and provide its residential solid waste collection services and any and all of its activities arising from or related to such services strictly in accordance with the conditions, terms, provisions, requirements, and obligations of this Franchise, the Solid Waste Ordinance, other applicable ordinances of the County, and all other applicable federal and state statutes, rules, and regulations.

**42. Order of Precedence.** In case of conflict between the terms of this Franchise and any of the following, the order of precedence shall be (a) applicable federal statutes, rules, and regulations, (b) applicable state statutes, rules and regulations, (c) the Solid Waste Ordinance, (d) other ordinances of Lowndes County, (e) this Franchise.

**43. Georgia Illegal Immigration Legislation.** This Franchise is and shall be conditioned upon Franchisee's having provided to the County prior to issuance of this Franchise (a) evidence required by OCGA § 36-60-6 that Franchisee is authorized to use the Federal Work Authorization Program (or evidence that it is not required by OCGA § 36-60-6 to provide such evidence) and (b) evidence pursuant to OCGA § 50-36-1 that Franchisee is lawfully present in the United States. Franchisee shall utilize the Federal Work Authorization Program as required by OCGA § 36-60-6.

**44. Independent Status; No Agency.** Franchisee shall be, and is, an independent operator, and is not an agent, contractor, or employee of the County and is operating its residential solid waste collection service and business in its own manner and method subject to the overall requirements of this Franchise and the Solid Waste Ordinance and at its sole risk and expense. Franchisee and its officers, employees, agents, and representatives shall have no authority, express or implied, to act on behalf of or bind the County in any capacity whatsoever as agent or otherwise.

**45. Non-Transferability of Franchise.** This Franchise shall not be transferable or assignable in whole or in part without the prior written consent of the County, which consent shall not be unreasonably withheld. Any direct or indirect change in ownership or control of Franchisee shall be considered an assignment of this Franchise. Any successor to the business or operations of the Franchisee shall be required to obtain its own franchise pursuant to the Solid Waste Ordinance.

**46. Taxes, Fees, Assessments.** In addition to franchise fees and rebates paid pursuant to this Franchise, Franchisee shall pay to Lowndes County any other taxes, fees, and other assessments imposed by Lowndes County, including occupation taxes, applicable to Franchisee.

**47. Permits and Licenses.** In addition to this Franchise, Franchisee shall also obtain any governmental permits and licenses applicable to Franchisee's residential solid waste collection service, business and operations which are required of Franchisee by any government or agency.

**48. Notice.** All notices and other communications under this Franchise shall be in writing and shall be given by hand delivery, prepaid first-class mail, certified or registered with return receipt requested, confirmed facsimile or telecopier, or by prepaid commercial overnight courier maintaining written records of delivery, and shall be deemed to have been duly given, served, and received for all purposes at such time as it is delivered, with the return receipt, the delivery receipt, or the affidavit of messenger being deemed conclusive evidence of such delivery, or at such time as delivery is refused by the addressee upon presentation at the address as follows:

If to County:

Lowndes County  
327 North Ashley Street  
Valdosta, Georgia 31601  
Attention: County Manager  
Fax: (229) 245-5222

with a copy (which shall not constitute notice) to:

Elliott, Blackburn, & Gooding, P.C.  
3016 North Patterson St.  
Valdosta, Georgia 31602  
Attention: Walter Elliott  
Fax: (229) 242-0696

If to Franchisee:

Advanced Disposal Services Solid Waste Southeast, Inc.  
1101 Hawkins Street  
Valdosta, Georgia 31601  
Attention: General Manager  
Fax: (229) 244-3222

with a copy (which shall not constitute notice) to:

Advanced Disposal Services Solid Waste Southeast, Inc.  
300 Colonial Center Parkway, Suite 230  
Roswell, Georgia 30076  
Attention: Steve Edwards

or to such other address as each party may designate for itself by like notice.

**49. Amendment.** This Franchise may be amended only by a writing signed by both parties hereto.

**50. Waiver.** Any waiver of any breach of this Franchise or violation of the Solid Waste Ordinance shall not be considered a waiver of any other breach, nor of a subsequent breach of this Franchise or violation of the Solid Waste Ordinance.

**51. Severability.** To the extent any provision of this Franchise is prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Franchise.

**52. Governing Law.** This Franchise shall be construed and interpreted in accordance with the internal laws of the State of Georgia without giving effect to the conflict of laws principles thereof.

**53. Remedies for Breach or Violation.** In the event of an alleged breach of any of the terms or conditions of this Franchise or violation of the Solid Waste Ordinance by Franchisee, the County shall provide written notice of such breach or violation to Franchisee, which notice shall specify the alleged breach or violation in reasonable detail. If within twenty (20) days from the date of such notice, Franchisee has either failed to correct the breach or violation or reach an agreement with the County on a mutually satisfactory solution, then the County may, within thirty (30) days of such notice of such breach or violation, give additional notice to Franchisee requiring Franchisee to appear before the Board of Commissioners at such time specified by the Board of Commissioners, to show cause why this Franchise should not be terminated. After such meeting, the Board of Commissioners may elect:

(a) to terminate this Franchise effective thirty (30) days from the date of written notice of such termination,

(b) to extend the time to allow Franchisee to cure the breach or violation,

(c) to impose sanctions not in excess of \$100 per day or fraction thereof during the period each such breach or violation continues uncured for the first ten (10) days of such breach or violation; not in excess of \$250 per day or fraction thereof during the 11<sup>th</sup> through 20<sup>th</sup> day each such breach or violation continues without cure; and not in excess of \$500 per day or fraction thereof during the period each such breach or violation continues uncured after twenty (20) days, or

(d) to impose other remedies lawfully available to the County without terminating this Franchise.

**54. Attorneys' Fees.** In the event of an action at law or in equity by the County to enforce any provision of this Franchise or the Solid Waste Ordinance against Franchisee, Franchisee shall pay to the County all reasonable attorneys' fees, expenses, and costs incurred by the County in enforcing this Franchise or the Solid Waste Ordinance against Franchisee.

**55. Jurisdiction; Venue.** In the event either party commences a lawsuit or other proceeding relating to or arising from this Franchise or the Solid Waste Ordinance, the parties agree and consent to the jurisdiction of the state or federal courts having jurisdiction over Lowndes County, Georgia for and over any such lawsuit or other proceeding that may arise under or in connection with this Franchise. The location of any of such courts shall be proper venue for any such lawsuit or judicial proceeding and the parties hereto waive any objection to such venue.

**56. Third-Party Beneficiaries.** This Franchise shall not benefit nor confer any rights or remedies on any person or entity other than the County and Franchisee and their respective permitted successors and assigns.

**57. Nondiscrimination.** Franchisee shall not discriminate against any person because of race, sex, creed, color, religion, or national origin in the offering or performing of Franchisee's residential solid waste collection disposal services.

**58. Request for Renewal; No Vested Right to Renewal.** Franchisee may request renewal of this Franchise; provided, however, and notwithstanding anything in this Franchise to the contrary, Franchisee has no vested or contract right in any such renewal.

**59. Section Headings.** The section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Franchise.

**60. Number and Gender.** Where the context requires, the use of the singular form herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include any and all genders.

**61. Authority of Franchisee.** Franchisee warrants that Franchisee has the full right, power, legal capacity, and authority to accept and to enter into this Franchise and to perform each of the conditions, terms, requirements, provisions, and obligations of Franchisee set forth herein and that the execution of this Franchise by and on behalf of Franchisee has been duly authorized by Franchisee.

**62. Execution in Counterparts.** This Franchise may be executed in two or more counterparts which when so executed shall constitute one and the same document.

**63. Entire Agreement.** This Franchise sets forth the entire agreement of the parties and all conditions, terms, requirements, provisions, and obligations of the Franchise issued and granted by the County to Franchisee for the provision of residential solid waste collection services within and serving the unincorporated area and residents of the unincorporated area.

**64. Time is of the Essence.** Time is of the essence in the performance of this Franchise.

**IN WITNESS WHEREOF,** each of the parties hereto has caused this Franchise to be executed as a sealed instrument through their duly authorized officers or representatives effective as of the date set forth above.

(signatures continued on following page)

**BOARD OF COMMISSIONERS OF  
LOWNDES COUNTY, GEORGIA**

By: \_\_\_\_\_

Bill Slaughter

Chairman

**ADVANCED DISPOSAL SERVICES SOLID  
WASTE SOUTHEAST, INC.**

By: \_\_\_\_\_

Mike Holbrook

Director of Public Services



Exhibit A

Loch Laurel Road Collection Center

The real property located at 4758 Loch Laurel Road, Lowndes County, Georgia, within the fence illustrated in red on the attached aerial photograph identified as Loch Laurel Road Collection Center.

Loch Laurel  
Collection Center



Exhibit B

Pine Grove Road Collection Center

The real property located at 4040 Pine Grove Road, Lowndes County, Georgia, within the fence illustrated in red on the attached aerial photograph identified as Pine Grove Road Collection Center.

Pine Grove  
Collection Center



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Deep South Sanitation, LLC, Residential Solid Waste  
Franchise Renewal

DATE OF MEETING: March 25, 2025

Work  
Session/Regular  
Session

BUDGET IMPACT: \$0.00

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Deep South Sanitation, LLC, Residential Solid Waste  
Franchise renewal for 2025-2026

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HISTORY, FACTS AND ISSUES: Deep South Sanitation, LLC, has applied to renew its existing franchise for Residential Solid Waste Collection Services, which is scheduled to expire on March 31, 2025.

Enclosed is a proposed renewed Franchise Agreement. The agreement is for a term of one year, beginning April 1, 2025 and ending on March 31, 2026.

(Other than updating various dates in the Franchise Agreement, it is identical to the existing Franchise)

OPTIONS: 1. Approve proposed renewed Franchise for Residential Solid Waste Collection Services for Deep South Sanitation, LLC, and authorize the Chairman to execute the Franchise on behalf of the County.

2. Redirect

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Human Resources

DEPARTMENT HEAD: Kevin Beals

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**FRANCHISE  
FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES**

THIS FRANCHISE (the “Franchise”) is granted effective as of the 1st day of April, 2025 by the BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA (the “County”) to, and is accepted and agreed to by, DEEP SOUTH SANITATION, LLC, a Georgia limited liability company (“Franchisee”).

**WITNESSETH:**

WHEREAS, the County desires to promote, preserve, and protect the public health, safety, and general welfare by providing for the collection, transportation, and disposal of solid waste generated by residential premises located within the unincorporated areas of Lowndes County;

WHEREAS, providing for and regulating the collection, transportation, and disposal of solid waste generated by residential premises located within the unincorporated areas of Lowndes County is a valid exercise of the County’s police power;

WHEREAS, Franchisee was issued a residential solid waste collection franchise by the County to offer and to provide residential solid waste collection services serving residents of the unincorporated areas of Lowndes County which franchise expired March 31, 2025;

WHEREAS, with its residential solid waste collection franchise expiring March 31, 2025, Franchisee desires to renew such franchise and to continue to operate a business, enterprise, and commercial activity offering and providing residential solid waste collection services within and serving residents of the unincorporated areas of Lowndes County;

WHEREAS, with Franchisee’s residential solid waste collection franchise expiring March 31, 2025, the County desires to renew, issue and grant to Franchisee, and Franchisee desires to accept and agree to, the right and privilege to offer and to provide such residential solid waste collection services serving residents of the unincorporated areas of Lowndes County, in each case pursuant and subject to the conditions, terms, provisions, requirements, and obligations of the Solid Waste Ordinance and this Franchise; and

WHEREAS, the granting of this Franchise to authorize and to permit Franchisee to provide residential solid waste collection services is authorized by the 2015 Lowndes County Solid Waste Ordinance as amended duly adopted by the Lowndes County Board of Commissioners (the “Solid Waste Ordinance”);

NOW, THEREFORE, in consideration of the foregoing, the respective representations, warranties, covenants, and agreements of Franchisee set forth herein, the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are each hereby acknowledged, Lowndes County does hereby issue and grant to Franchisee, and

Franchisee, intending to be legally bound hereby, does hereby accept and agree to this Franchise, as follows:

**1. Definitions.** Terms not otherwise defined in this Franchise shall have the meaning ascribed to them in the Solid Waste Ordinance unless the context clearly requires otherwise.

**2. Grant of Franchise.** Pursuant to the Solid Waste Ordinance, the County hereby issues and grants to Franchisee this Franchise authorizing Franchisee to provide residential solid waste collection services to residents and to use the public roads and rights-of-way of Lowndes County for such purpose, all in accordance with and subject to each of the conditions, terms, provisions, requirements, and obligations of the Solid Waste Ordinance and this Franchise.

**3. Non-exclusivity.** This Franchise is nonexclusive. The County may issue and grant other nonexclusive franchises pursuant to the Solid Waste Ordinance to other franchisees for the provision of residential solid waste collection services to residents.

**4. Number of Nonexclusive Franchisees.** The County may issue such number of nonexclusive franchises pursuant to the Solid Waste Ordinance, and may limit such number of nonexclusive franchises it issues pursuant to the Solid Waste Ordinance, as it determines from time to time for reasons and purposes reasonably related to the public health, safety, and general welfare, including but not limited to the availability of residential solid waste collection service to residents of each residential premise, the adequate provision of such service, the quality of customer service provided, the reasonableness of price therefor, and the effect of solid waste service vehicles on county roads and the public.

**5. Effective Date, Term of Franchise.** The effective date of this Franchise is April 1, 2025. The term of this Franchise shall be from April 1, 2025 through March 31, 2026, inclusive.

**6. Provision of Basic Service to Residents of all Residential Premises.** Franchisee shall offer and provide basic service to any and all residents who request and subscribe to such service.

**7. Collection Center.** For and during the term of this Franchise, the County grants Franchisee a license to use the real property located at 345 Gil Harbin Industrial Boulevard, more fully described on Exhibit A hereto (the “collection center”), for the limited purpose of receiving for collection at the collection center residential recycling materials, yard waste, and bulky items pursuant to and in accordance with the Ordinance and this Franchise. Franchisee shall not remove any trees or landscaping materials from said property or make any permanent modifications or improvements to said property without prior written approval of the County Manager. Franchisee may terminate said license upon thirty (30) days’ prior written notice to the County. Said license shall also terminate in the event Franchisee discontinues use of the collection center for said purposes for more than thirty (30) days.

**8. Collection of Residential Garbage.** Franchisee’s basic service shall include the collection of a subscriber’s residential garbage at curbside on a collection day designated by Franchisee at least one (1) time per week.

**9. Collection of Bulky Items.** Franchisee's basic service shall include the collection of a subscriber's bulky items either (a) at the collection center or (b) at curbside. If Franchisee's basic service includes the collection of a subscriber's bulky items at curbside, Franchisee shall collect such bulky items at curbside on a collection day designated by Franchisee at least one (1) time every other week based upon the subscriber's requesting Franchisee by telephone to collect such bulky items at least two (2) business days prior to the designated collection day, provided however, Franchisee shall not be obligated to collect more than five (5) cubic yards of bulky items from the subscriber's premises at a single collection day. If Franchisee's basic service includes the collection of a subscriber's bulky items at the collection center, Franchisee may upon request of a subscriber collect a subscriber's bulky items at curbside as an additional service.

**10. Collection of Yard Waste.** Franchisee's basic service shall include the collection of a subscriber's yard waste either (a) at the collection center or (b) at curbside. If Franchisee's basic service includes the collection of a subscriber's yard waste at curbside, Franchisee shall collect such yard waste at curbside on a collection day designated by Franchisee at least one (1) time every other week. If Franchisee's basic service includes the collection of a subscriber's yard waste at the collection center, Franchisee may upon request of a subscriber collect a subscriber's yard waste at curbside as an additional service.

**11. Collection of Residential Recycling Materials.** Franchisee's basic service shall include the collection of a subscriber's residential recycling materials either (a) at the collection center or (b) at curbside. If Franchisee's basic service includes the collection of a subscriber's residential recycling materials at curbside, Franchisee shall collect such residential recycling materials at curbside on a collection day designated by Franchisee at least one (1) time every other week. If Franchisee's basic service includes the collection of a subscriber's residential recycling materials at the collection center, Franchisee may upon request of a subscriber collect a subscriber's residential recycling materials at curbside as an additional service. Franchisee shall ensure all residential recycling materials it collects from its subscribers are processed for recycling and are not disposed in a landfill. In the event Franchisee is unable to dispose of a certain type or types of recyclable materials for recycling, and with prior written approval of the County Manager, Franchisee may notify its subscribers that they shall not include such certain type or types of recyclable materials in the residential recycling materials they deliver to Franchisee for collection either at the collection center or at curbside. Franchisee shall not be responsible for the collection of any residential recycling materials at curbside or at the collection center if residential garbage is mixed with such residential recycling materials.

**12. Back-Door Pick-up.** Franchisee shall provide back-door pick-up of residential garbage from each of its subscribers who is because of injury or infirmity unable to place his or her solid waste cart at curbside provided no other resident of the subscriber's residential premise is able to place the subscriber's solid waste cart at curbside. If Franchisee collects residential recycling materials at curbside, Franchisee shall provide back-door pick-up of residential recycling materials from each of its subscribers who is because of injury or infirmity unable to place his or her recycling container at curbside provided no other resident of the subscriber's residential premise is able to place the subscriber's recycling container at curbside. Franchisee shall accept the written statement of a physician of the subscriber's lack of ability to place the subscriber's solid waste



collection cart and/or recycling container at curbside as sufficient evidence and proof of the subscriber's lack of such ability.

**13. Uniform Fee.** Franchisee shall charge each of its subscribers the same uniform fee for basic service and the same uniform fee or fees for additional services provided pursuant to this Franchise.

**14. Pricing for Basic Service.** Franchisee shall not charge its subscribers in excess of \$20.00 per month for the basic service Franchisee provides pursuant to this Franchise.

**15. Additional Services.** In addition to its basic service, Franchisee may offer and provide its subscribers additional services and charge uniform fees determined by Franchisee therefor; provided, however, if Franchisee's basic service includes the collection of bulky items, yard waste, or residential recycling materials at the collection center, Franchisee may provide its subscribers who are because of injury or infirmity unable to use the collection center a discounted fee in such amount as Franchisee determines for the additional service or services of curbside collection of bulky items, yard waste, or residential recycling materials provided such discounted fee is uniform for all such subscribers who are because of injury or infirmity unable to use the collection center.

**16. Days and Hours of Curbside Collection.** Franchisee shall collect residential solid waste at curbside, whether as a basic service or as an additional service, only on weekdays between the hours of 7:00 a.m. and 7:00 p.m. except to perform emergency work or service required to safeguard the immediate health, safety, and general welfare of the public.

**17. Collection from Persons Other than Franchisee's Subscribers.** Franchisee may collect bulky items, yard waste, and/or residential recycling materials, whether at curbside or at the collection center, from persons other than its subscribers for such fee or fees to which Franchisee and such other persons agree.

**18. Franchisee's Vehicles.**

(a) Franchisee shall collect residential garbage from its subscribers in vehicles specifically designed for the collection of residential garbage. Such vehicles shall have fully enclosed leak resistant compaction bodies. Franchisee shall provide a sufficient number of such vehicles for the curbside collection of residential garbage from Franchisee's subscribers.

(b) If Franchisee collects any of bulky items, yard waste, or residential recycling materials at curbside, whether as a basic service or as an additional service, Franchisee shall provide a sufficient number of vehicles for the curbside collection thereof from Franchisee's subscribers.

(c) Franchisee shall ensure that solid waste it transports by its vehicles does not spill, leak, or blow from such vehicles.

(d) Each vehicle Franchisee uses to provide residential solid waste collection services shall be kept in good repair, appearance, and a sanitary condition at all times.

(e) Each vehicle Franchisee uses to provide residential solid waste collection services shall be clearly and prominently marked on both its left and right sides with Franchisee's name and telephone number.

**19. Additional Solid Waste Carts; Additional Recycling Containers.**

(a) Franchisee shall furnish one (1) solid waste cart to each of its subscribers at no charge. Franchisee shall maintain its solid waste carts in a reasonably good condition. Franchisee shall supply one (1) or more additional solid waste carts to any of its subscribers upon request and may charge such subscribers an additional monthly fee of up to \$5.00 for each additional solid waste cart supplied and the curbside collection of residential garbage associated with each additional cart supplied. Franchisee shall repair or replace its solid waste carts at no charge to its subscriber if such repair or replacement is due to reasonable wear and tear. Franchisee may charge a subscriber for the cost of repair or replacement of solid waste carts if such repair or replacement is required as a result of a subscriber's excessive abuse, neglect, or damage, or due to fire or theft.

(b) If Franchisee collects residential recycling materials at curbside, Franchisee shall furnish one (1) recycling container to each of its subscribers at no charge. Franchisee shall maintain its recycling containers in a reasonably good condition. If Franchisee collects residential recycling materials at curbside, Franchisee shall supply one (1) or more additional recycling containers to any of its subscribers from whom it collects residential recycling materials at curbside upon request and may charge such subscribers an additional monthly fee of up to \$5.00 for each additional recycling container supplied and the curbside collection of residential recycling materials associated with each additional cart supplied. Franchisee shall repair or replace its recycling containers at no charge to the subscriber if such repair or replacement is due to reasonable wear and tear. Franchisee may charge subscribers for the cost of repair or replacement of recycling containers if such repair or replacement is required as a result of a subscriber's excessive abuse, neglect, or damage, or due to fire or theft.

**20. Subscription Fees.** Franchisee shall not charge its subscribers a subscription fee or any other fee upon subscription.

**21. Termination Fees.** Franchisee may charge a subscriber a termination fee or such other fee upon termination of the subscriber's subscription in any amount to which Franchisee and its subscriber agree.

**22. Suspension of Curbside Collection on Holidays.** Franchisee may suspend the collection of residential solid waste which Franchisee collects at curbside, either as a basic service or as an additional service, on holidays observed by the County provided Franchisee collects such residential solid waste within the two (2) business days before or after such holiday and provides at least seven (7) days' advance notice to affected subscribers of the suspension of such service and the day on which such service will be provided.

**23. Hours of Operation of Collection Center.** If Franchisee operates the collection center, it shall operate such center at least during the following hours: 7:00 a.m. to 7:00 p.m. each Friday, Saturday, and Monday, and 1:00 p.m. to 7:00 p.m. each Sunday, excepting holidays observed by the County.

**24. Staffing and Operation of Collection Center.** If Franchisee operates the collection center, it shall staff the collection center with a sufficient number of trained employees to handle efficiently, adequately, and timely the vehicular traffic through the collection center and the

volume of residential solid waste delivered to the collection center and to assist subscribers delivering solid waste to the collection center. Franchisee may adopt and enforce reasonable rules consistent with industry practice for the efficient operation of the collection center provided such rules are not inconsistent with the Ordinance or this Franchise and are approved in advance in writing by the County Manager.

**25. Equipment and Containers.** If Franchisee operates the collection center, it shall equip such collection center with sufficient equipment and containers to handle efficiently, adequately, and timely the volume of residential solid waste delivered to the collection center. Franchisee shall keep such equipment and containers in good repair, appearance, and sanitary condition at all times. Upon termination of this Franchise, or termination of Franchisee's license to the collection center prior thereto, Franchisee shall, at its sole expense, remove all of its equipment, containers, and any other property from the collection center.

**26. Cost of Operation of Collection Center.** If Franchisee operates the collection center, it shall be responsible for and shall indemnify and hold the County harmless for all costs, expense, and risk of and associated with operating the collection center.

**27. Maintenance and Appearance of Collection Center.** If Franchisee operates the collection center, it shall be responsible for the maintenance and neat appearance of the collection center, including without limitation keeping the premises free of litter, mowing any grass on the premises, and trimming any shrubbery on the premises.

**28. Information and Educational Materials.** Franchisee shall provide information and educational materials to the public and specifically its subscribers regarding the residential solid waste collection services Franchisee provides pursuant to this Franchise. The information and materials which Franchisee provides its subscribers shall include (a) Franchisee's curbside collection schedules, (b) at least seven (7) days' advance notice to subscribers of holidays on which the franchisee will suspend the collection of solid waste at curbside and the alternative day on which such service will be provided, (c) at least fourteen (14) days' advance notice of any other change in a subscriber's designated collection day, (d) the hours of operation of the collection center, (e) information regarding the obligations and responsibilities of subscribers under the Ordinance, including the obligations of subscribers regarding the placement of residential solid waste at curbside and the removal of solid waste carts and recycling containers from curbside, and (f) at least sixty (60) days' advance notice of any change in Franchisee's fees to its subscribers, including any change in Franchisee's fee for basic service, fees for additional solid waste carts and recycling containers, and fees for additional services.

**29. Franchise Fees.** During the term of the Franchise, Franchisee shall pay a franchise fee to the County for the regulation in Lowndes County of residential solid waste, residential solid waste collection services, the administration and enforcement of the Solid Waste Ordinance, and the administration and enforcement of this Franchise. Such franchise fee shall be paid at the rate of \$3.00 per ton of residential garbage collected by Franchisee in the unincorporated area pursuant to this Franchise. Such franchise fee shall be paid on a monthly basis, with Franchisee paying to the County by the last day of each calendar month the franchise fee due for residential garbage collected by Franchisee in the unincorporated area or otherwise from residents during the

immediately preceding calendar month. Each payment by Franchisee of the franchise fee shall be accompanied by a written statement, certified by an officer of Franchisee or executive level manager responsible for the area or region of Franchisee's operations that includes Lowndes County, showing in such form and detail as the County Manager may prescribe, the total tonnage of residential garbage collected by Franchisee in the unincorporated area during the calendar month for which such franchisee fee is being paid, the calculation of such franchise fee then being paid by Franchisee, and also accompanied by copies of landfill weight tickets evidencing such total tonnage and such other information as the County Manager may from time to time require.

**30. Billing and Collection.** Franchisee shall be solely responsible for the billing and collection of its charges to its subscribers and shall bear all cost, expense, and risk in connection therewith, including nonpayment by any subscriber.

**31. Disposal of Solid Waste.** Franchisee shall dispose residential garbage collected by it from its subscribers at curbside and at the collection center only at the Evergreen Landfill on Wetherington Lane, Valdosta, Georgia or at such other lawfully permitted or licensed disposal facility approved in advance in writing by the County Manager and shall be responsible for and indemnify and hold the County harmless from all risk and the payment of all costs and fees associated with such disposal.

**32. Prohibition Against Commingling.** Franchisee shall not commingle residential solid waste collected from residents pursuant to this Franchise with any commercial solid waste or any other solid waste originating from elsewhere within the County or from outside the County.

**33. Title and Ownership of Waste.** Title to and ownership of residential solid waste collected by Franchisee from residents pursuant to this Franchise shall pass to Franchisee once it is placed in a vehicle or other equipment under control of Franchisee or received by Franchisee at the collection center.

**34. Indemnity.** Franchisee shall, at its sole cost and expense, fully indemnify, defend, and hold harmless the County, its officers, boards, commissioners, employees, representatives, and agents from and against any and all claims, suits, actions, fines, penalties, liability, costs, loss, damage, and judgments of any kind, including personal injury and/or death, and including reasonable attorneys' fees, expenses, and costs of settlement, arising from or relating to Franchisee's negligence or willful misconduct during the collection, transportation, or disposal of solid waste, whether or not the act or omission complained of is authorized, allowed, or prohibited by this Franchise or the Solid Waste Ordinance, and from any breach or violation by Franchisee of this Franchise or the Solid Waste Ordinance.

**35. Performance Bond.** Before providing residential solid waste collection services pursuant to this Franchise and at all times during the term of this Franchise, Franchisee shall furnish to the County and maintain in effect a surety bond in the amount of \$250,000 issued by a financially sound and reputable corporate surety authorized to do business in the State of Georgia reasonably acceptable to the County as security for Franchisee's performance of each and every of its obligations under this Franchise and the Solid Waste Ordinance.

**36. Insurance.**

(a) Franchisee shall maintain in full force and effect insurance of the types and in the amounts set forth below. Franchisee shall furnish to the County with its execution and delivery of this Franchise and annually thereafter if this Franchise is renewed, or at any time upon the County’s request, certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force and certifying that the County shall receive at least thirty (30) days’ notice prior to any modification, revocation, cancellation, or non-renewal of said insurance. No such insurance shall have a self-insured retention amount in excess of \$10,000.

<u>Coverages</u>	<u>Limits of Liability</u>
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 Liability	Statutory \$500,000
Excess Liability Umbrella	\$2,000,000 aggregate
Pollution and Environmental Liability and Remediation Coverage	\$1,000,000 per occurrence

Franchisee shall ensure the County is named as an “Additional Insured” on each such policy.

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

(c) Any failure to provide such evidence of, or to maintain, insurance as required by this section shall be grounds for termination of this Franchise.

**37. Reporting.** Franchisee shall submit to the County Manager a written report no later than forty-five (45) days prior to the termination of this Franchise, whether or not Franchisee has sought or intends to seek renewal of this Franchise, providing the following information regarding Franchisee’s provision of residential solid waste collection services pursuant to this Franchise as of the date which is two (2) months prior to the expiration of this Franchise (the “date of report”) or covering the period up to ten (10) months immediately preceding such date of report (the “period of report”), as applicable, in such format as may be requested by the County Manager:

- o the name and address of each of Franchisee’s subscribers as of such date of report,
- o the name and address of each subscriber to whom Franchisee has provided a recycling container as of such date of report,
- o the quantities by tonnage of residential garbage collected by Franchisee pursuant to this Franchise each month during such period of report
- o the quantities by tonnage of bulky items collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection center and (b) at curbside
- o the quantities by tonnage of yard waste collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection center and (b) at curbside

- the quantities by tonnage of residential recycling materials collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection center and (b) at curbside
  - a log of missed collections occurring during such period of report, including for each missed collection the subscriber's name and address and the date of the missed collection
  - a log of accidents involving personal injuries or property damage arising out of Franchisee's provision of residential solid waste collection service pursuant to this Franchise occurring during such period of report, including for each accident the date and location and a summary of the accident
  - a log of complaints made by Franchise's subscribers to Franchisee during such period of report, including for each complaint the name and address of the complaining subscriber and the date and a summary of the complaint including its resolution,
- and any other information maintained by Franchisee requested by the County Manager.

**38. Franchisee's Records.** Franchisee shall maintain accurate and complete books, accounts, and records arising out of or related to its operations under this Franchise, including without limitation, the subscribers it from time to time serves, each specific service Franchisee offers as a part of its residential solid waste collection services provided hereunder, complaints it may receive and their resolution, the quantities by calendar month of residential solid waste collected from residents of the unincorporated area, and the quantities of such residential solid waste disposed of by date and location at each disposal facility or location. Franchisee's books, accounts, and records arising out of or related to its operations under this Franchise shall at all times be open to inspection, examination, audit, and copying by authorized employees, representatives, and agents of the County. Such books, accounts, and records shall be kept at Franchisee's local office in Lowndes County.

**39. Local Office.** Franchisee shall maintain a local office and a published local telephone number in Lowndes County which shall be open for business at all times between the hours of at least 8:00 a.m. and 5:00 p.m. of each business day, excepting Saturday, Sunday, and holidays observed by Lowndes County. Such local office shall be staffed by a sufficient number of trained employees to efficiently and timely handle the volume of transactions, inquiries, complaints, and other business at such local office, and who shall be available at such office and telephone number for subscribers, other County citizens, and the County's employees, representatives, and agents, to discuss or refer any complaint, inquiry, billing or payment issue, or initiation, modification, or termination of a subscriber's service, or to otherwise communicate and transact business regarding Franchisee's residential solid waste collection services. In doing so, Franchisee shall maintain a subscriber service system reasonably equipped, staffed, and designed to promptly and courteously resolve disputes with or complaints by its subscribers. Franchisee shall provide to each of its subscribers and to the County a written policy specifying the terms, conditions, and fees for each and every service provided its subscribers. Such policies shall be subject to and not conflict with the provisions of this Franchise and the Solid Waste Ordinance.

**40. Complaints.** All subscriber complaints about residential solid waste collection services provided by Franchisee shall be made directly to the Franchisee, which shall give prompt and courteous attention and follow up to each complaint. In the case of alleged missed scheduled

collection, Franchisee shall investigate and, if such allegations are confirmed, shall arrange for the collection of the residential solid waste not collected within two (2) business days after the complaint is received.

**41. Compliance with Solid Waste Ordinance and Other Applicable Laws.** Franchisee shall operate and provide its residential solid waste collection services and any and all of its activities arising from or related to such services strictly in accordance with the conditions, terms, provisions, requirements, and obligations of this Franchise, the Solid Waste Ordinance, other applicable ordinances of the County, and all other applicable federal and state statutes, rules, and regulations.

**42. Order of Precedence.** In case of conflict between the terms of this Franchise and any of the following, the order of precedence shall be (a) applicable federal statutes, rules, and regulations, (b) applicable state statutes, rules and regulations, (c) the Solid Waste Ordinance, (d) other ordinances of Lowndes County, (e) this Franchise.

**43. Georgia Illegal Immigration Legislation.** This Franchise is and shall be conditioned upon Franchisee's having provided to the County prior to issuance of this Franchise (a) evidence required by OCGA § 36-60-6 that Franchisee is authorized to use the Federal Work Authorization Program (or evidence that it is not required by OCGA § 36-60-6 to provide such evidence) and (b) evidence pursuant to OCGA § 50-36-1 that Franchisee is lawfully present in the United States. Franchisee shall utilize the Federal Work Authorization Program as required by OCGA § 36-60-6.

**44. Independent Status; No Agency.** Franchisee shall be, and is, an independent operator, and is not an agent, contractor, or employee of the County and is operating its residential solid waste collection service and business in its own manner and method subject to the overall requirements of this Franchise and the Solid Waste Ordinance and at its sole risk and expense. Franchisee and its officers, employees, agents, and representatives shall have no authority, express or implied, to act on behalf of or bind the County in any capacity whatsoever as agent or otherwise.

**45. Non-Transferability of Franchise.** This Franchise shall not be transferable or assignable in whole or in part without the prior written consent of the County, which consent shall not be unreasonably withheld. Any direct or indirect change in ownership or control of Franchisee shall be considered an assignment of this Franchise. Any successor to the business or operations of the Franchisee shall be required to obtain its own franchise pursuant to the Solid Waste Ordinance.

**46. Taxes, Fees, Assessments.** In addition to franchise fees and rebates paid pursuant to this Franchise, Franchisee shall pay to Lowndes County any other taxes, fees, and other assessments imposed by Lowndes County, including occupation taxes, applicable to Franchisee.

**47. Permits and Licenses.** In addition to this Franchise, Franchisee shall also obtain any governmental permits and licenses applicable to Franchisee's residential solid waste collection service, business and operations which are required of Franchisee by any government or agency.

**48. Notice.** All notices and other communications under this Franchise shall be in writing and shall be given by hand delivery, prepaid first-class mail, certified or registered with return receipt requested, confirmed facsimile or telecopier, or by prepaid commercial overnight courier maintaining written records of delivery, and shall be deemed to have been duly given, served, and received for all purposes at such time as it is delivered, with the return receipt, the delivery receipt, or the affidavit of messenger being deemed conclusive evidence of such delivery, or at such time as delivery is refused by the addressee upon presentation at the address as follows:

If to County:

Lowndes County  
327 North Ashley Street  
Valdosta, Georgia 31601  
Attention: County Manager  
Fax: (229) 245-5259

with a copy (which shall not constitute notice) to:

Elliott, Blackburn, & Gooding, P.C.  
3016 North Patterson St.  
Valdosta, Georgia 31602  
Attention: Walter Elliott  
Fax: (229) 242-0696

If to Franchisee:

Deep South Sanitation, LLC  
205 Tucker Road  
Valdosta, Georgia 31606  
Attention: Cary Scarborough  
dssanitation@att.net

with a copy (which shall not constitute notice) to:

Langdale Vallotton, LLP  
1007 North Patterson St.  
Valdosta, Georgia 31601  
Attention: Robert Plumb  
Fax: (229) 244-0453

or to such other address as each party may designate for itself by like notice.

**49. Amendment.** This Franchise may be amended only by a writing signed by both parties hereto.



**50. Waiver.** Any waiver of any breach of this Franchise or violation of the Solid Waste Ordinance shall not be considered a waiver of any other breach, nor of a subsequent breach of this Franchise or violation of the Solid Waste Ordinance.

**51. Severability.** To the extent any provision of this Franchise is prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Franchise.

**52. Governing Law.** This Franchise shall be construed and interpreted in accordance with the internal laws of the State of Georgia without giving effect to the conflict of laws principles thereof.

**53. Remedies for Breach or Violation.** In the event of an alleged breach of any of the terms or conditions of this Franchise or violation of the Solid Waste Ordinance by Franchisee, the County shall provide written notice of such breach or violation to Franchisee, which notice shall specify the alleged breach or violation in reasonable detail. If within twenty (20) days from the date of such notice, Franchisee has either failed to correct the breach or violation or reach an agreement with the County on a mutually satisfactory solution, then the County may, within thirty (30) days of such notice of such breach or violation, give additional notice to Franchisee requiring Franchisee to appear before the Board of Commissioners at such time specified by the Board of Commissioners, to show cause why this Franchise should not be terminated. After such meeting, the Board of Commissioners may elect:

(a) to terminate this Franchise effective thirty (30) days from the date of written notice of such termination,

(b) to extend the time to allow Franchisee to cure the breach or violation,

(c) to impose sanctions not in excess of \$100 per day or fraction thereof during the period each such breach or violation continues uncured for the first ten (10) days of such breach or violation; not in excess of \$250 per day or fraction thereof during the 11<sup>th</sup> through 20<sup>th</sup> day each such breach or violation continues without cure; and not in excess of \$500 per day or fraction thereof during the period each such breach or violation continues uncured after twenty (20) days, or

(d) to impose other remedies lawfully available to the County without terminating this Franchise.

**54. Attorneys' Fees.** In the event of an action at law or in equity by the County to enforce any provision of this Franchise or the Solid Waste Ordinance against Franchisee, Franchisee shall pay to the County all reasonable attorneys' fees, expenses, and costs incurred by the County in enforcing this Franchise or the Solid Waste Ordinance against Franchisee.

**55. Jurisdiction; Venue.** In the event either party commences a lawsuit or other proceeding relating to or arising from this Franchise or the Solid Waste Ordinance, the parties agree and consent to the jurisdiction of the state or federal courts having jurisdiction over Lowndes County, Georgia for and over any such lawsuit or other proceeding that may arise under or in connection with this Franchise. The location of any of such courts shall be proper venue for any such lawsuit or judicial proceeding and the parties hereto waive any objection to such venue.

**56. Third-Party Beneficiaries.** This Franchise shall not benefit nor confer any rights or remedies on any person or entity other than the County and Franchisee and their respective permitted successors and assigns.

**57. Nondiscrimination.** Franchisee shall not discriminate against any person because of race, sex, creed, color, religion, or national origin in the offering or performing of Franchisee's residential solid waste collection disposal services.

**58. Request for Renewal; No Vested Right to Renewal.** Franchisee may request renewal of this Franchise; provided, however, and notwithstanding anything in this Franchise to the contrary, Franchisee has no vested or contract right in any such renewal.

**59. Section Headings.** The section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Franchise.

**60. Number and Gender.** Where the context requires, the use of the singular form herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include any and all genders.

**61. Authority of Franchisee.** Franchisee warrants that Franchisee has the full right, power, legal capacity, and authority to accept and to enter into this Franchise and to perform each of the conditions, terms, requirements, provisions, and obligations of Franchisee set forth herein and that the execution of this Franchise by and on behalf of Franchisee has been duly authorized by Franchisee.

**62. Execution in Counterparts.** This Franchise may be executed in two or more counterparts which when so executed shall constitute one and the same document.

**63. Entire Agreement.** This Franchise sets forth the entire agreement of the parties and all conditions, terms, requirements, provisions, and obligations of the Franchise issued and granted by the County to Franchisee for the provision of residential solid waste collection services within and serving the unincorporated area and residents of the unincorporated area.

**64. Time is of the Essence.** Time is of the essence in the performance of this Franchise.

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Franchise to be executed as a sealed instrument through their duly authorized officers or representatives effective as of the date set forth above.

(signatures continued on following page)

**BOARD OF COMMISSIONERS OF  
LOWNDES COUNTY, GEORGIA**

By: \_\_\_\_\_  
Bill Slaughter  
Chairman

**DEEP SOUTH SANITATION, LLC**

By: \_\_\_\_\_  
Cary Scarborough

Exhibit A

Gil Harbin Industrial Boulevard Collection Center

The real property located at 345 Gil Harbin Industrial Boulevard, Lowndes County, Georgia, within the fence illustrated in red on the attached aerial photograph identified as Gil Harbin Industrial Boulevard Collection Center.

Gil Harbin Industrial Boulevard  
Collection Center

