

**HALL COUNTY AND CEDAR GROVE LANDFILL, LLC SOLID WASTE
DEPOSITING AGREEMENT**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into on this 3rd day of February 2025, by and between **HALL COUNTY, GEORGIA**, 2875 Browns Bridge Road, Gainesville, Georgia 30504 (the "County"), and **CEDAR GROVE LANDFILL, LLC**, a limited liability corporation in the State of Georgia ("Cedar Grove").

WITNESSETH:

WHEREAS, the Lamar County Regional Solid Waste Authority Cedar Grove Landfill located off of Roger Brown Drive in Barnesville, Georgia (the "Landfill") is managed by Cedar Grove on behalf of Lamar County under a contractual Agreement with a term of thirty years under which Cedar Grove has full authority to contract for and accept any and all acceptable solid waste for handling and disposal at the Landfill subject only to applicable law and restrictions of the Landfill's permit held by Lamar County; and

WHEREAS, the parties desire to enter into an Agreement whereby the County will be entitled to deposit sludge into, and Cedar Grove will charge the County on a per ton basis for, accepting such sludge; and

WHEREAS, the County shall be authorized to deposit not more than 100 tons of sludge per week at the landfill; and

WHEREAS, Cedar Grove shall charge the County at an initial rate of \$75.00 per ton for acceptance of such sludge; and

WHEREAS, the parties now desire to enter into this Agreement for the purpose of memorializing the obligations and rights of the County and Cedar Grove;

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual provisions set forth herein and other good and valuable consideration, said parties hereby agree as follows:

1. Premises Incorporated. The foregoing provisions are incorporated herein and made a part of this Agreement.
2. Term. The initial term of this Agreement shall commence immediately upon execution by the last party hereto and shall terminate on February 28, 2026. This Agreement shall automatically renew for an additional one-year term unless either party provides written notice of their desire to terminate the Agreement at least thirty-days prior to the expiration of the current term. After the initial term this Agreement may automatically renew for up to four additional one-year terms. Should the Agreement not be terminated by either party and should the parties propose no new modifications as discussed below, this Agreement will terminate on February 28, 2030.
3. Cedar Grove agrees to accept up to 100 tons of sludge from Hall County per week at its Cedar Grove Landfill.
4. During the initial term of this Agreement, the County shall pay Cedar Grove \$75.00 per ton of sludge deposited at the landfill. If either party wishes to modify such price per ton of sludge, or any other terms of this Agreement, after the initial term of this Agreement such party shall provide notice to the other of their desire to modify the Agreement at least sixty-days prior to the expiration of the current term. If a modification is proposed in writing at least sixty-days prior to the expiration of a term and the parties do not agree to a modification of the price per ton of sludge, or any other proposed modifications, prior to the expiration of the current term then this Agreement shall terminate upon the expiration of the current term.
5. Obligation to Cooperate. Each party agrees to work in good faith with the other so that each party receives the benefits clearly intended by this Agreement.
6. General.

(a) Benefits and Burdens; Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their successors and assigns, and the successors-in-title.

(b) Amendments. This Agreement may not be modified or amended except in a writing mutually agreed upon and signed by both parties.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

Cedar Grove Landfill, LLC

By: *Muif Cur*

Print Name: *Michael Cosman*

Title: *District Manager*

Sworn to and subscribed before me this
3rd Day of *February*, 2025.

Notary Public: *Susan Milner*

Notary commission expires: *4-26-26*

HALL COUNTY, GEORGIA

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
Board of Commissioners Clerk

