

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the _____ day of _____, 2019 (“Effective Date”) by and between WASTE MANAGEMENT OF GEORGIA, INC. a Georgia corporation (“Waste Management”) and THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, a municipal corporation existing under the laws of the State of Georgia (“City”).

WITNESSETH:

WHEREAS, Waste Management is the owner of certain property commonly known as the Superior Landfill, consisting of 749.18 acres, more or less, and being more specifically described in Exhibit A attached hereto and incorporated herein by reference (“Property”);

WHEREAS, Waste Management desires to annex the Property into the City of Savannah, Georgia, so that it may enjoy utility services that are not currently available to Waste Management; and

WHEREAS, the City agrees that the operation of the Property within the city limits of Savannah, Georgia, will be in the best interests of Waste Management, the City, and the community at large.

NOW THEREFORE, for and in consideration of the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Waste Management, intending to be legally bound, agree as follows:

1. Background.

(a) The Property is located on Little Neck Road as more particularly shown and described on the General Development Plan dated February 20, 1990, approved June 22, 1990 and attached hereto as Exhibit B. Waste Management operates a solid waste landfill at the Property (“Project”). A solid waste landfill is a discrete area of land or excavation that receives household waste. A solid waste landfill may also receive other types of nonhazardous wastes, such as commercial solid waste, nonhazardous sludge, conditionally exempt small quantity generator waste, and industrial nonhazardous solid waste. A solid waste landfill is permitted by the Georgia Environmental Protection Division and regulated under Subtitle D of the Resource Conservation and Recovery Act (“RCRA”).

(b) Leachate is generated from liquids present in waste as it enters a landfill or from rainwater percolating through landfill waste. Leachate must be carefully managed and removed pursuant to Subtitle D of RCRA to ensure that it is treated and rendered safe for the environment. Leachate from the Superior Landfill is currently transported from the Property to the City’s Wastewater Treatment facility on President Street, approximately 15 miles away via US-17, 17 miles away via Interstate 16, and 21 miles away via Truman Parkway. The City and Waste Management agree that connecting to the City’s sewer line, rather than transporting landfill leachate to the City’s Wastewater Treatment facility on President Street, is a safer means of disposing of landfill leachate and would be in the best interests of Waste Management, the City, and the community at large.

2. Improvements. City and Waste Management acknowledge and agree that in order to dispose of landfill leachate in the City's sewer line, certain improvements will need to be constructed within rights-of-way, and operated and maintained by the City or by Waste Management. A concept plan is attached hereto as Exhibit C, which identifies the location of such improvements. With respect to which party shall be responsible for the construction and maintenance of such improvements, the parties agree as follows:

(a) Reimbursable Improvements. Any improvements to be built by Waste Management, but that will be reimbursed by the City ("Reimbursable Improvements"), will be built in accordance with mutually approved plans.

(b) Pump Station. The construction and installation by Waste Management of a pump station and force main for the Project shall be paid by Waste Management and shall not be a Reimbursable Improvement.

(c) Lift Station Meter. The force main from the pump station to the City's sewer line shall be installed with a meter to measure the volume of landfill leachate that is contributed to the City's sewer system. The lift station meter shall be purchased by the City and installed at the pump station by Waste Management. The cost to install the meter shall not be a Reimbursable Improvement. Upon inspection and acceptance by the City, the meter shall be turned over to the City for ownership, operation, and maintenance.

(d) City Tap. City agrees that it will tap its sewer line at the location shown and described on Exhibit C and the City, at its sole cost and expense, shall provide a "gate" valve for connection by Waste Management. Waste Management agrees that it will provide the City with sixty (60) days' prior written notice of the date by which the City will need to install the valve as described herein. Waste Management shall only connect at the tap site described in this Section.

(e) Domestic Sewer Strength. Waste Management will construct a pre-treatment facility on site, which shall not be a Reimbursable Improvement. Waste Management will use the facility to pre-treat leachate and make any improvements required for pre-treatment of leachate in order to dispose of leachate in the City's sewer line. Leachate will be pre-treated to meet the discharge conditions currently defined in "Permit Number 46418-01 To Discharge Industrial Wastewater to the City of Savannah, Georgia Sewer System." Provided, however, the City shall cause the industrial user permit to be amended from time to time (as specified within the City's most current Industrial Pre-treatment Ordinance) in substantially the form attached hereto as Exhibit D in order to be consistent with the terms and conditions of this Agreement. The parties acknowledge and agree that treatment levels prescribed by the City may change and, upon written notice to Waste Management, the City may require Waste Management to change its pre-treatment of leachate; however, such change will not alter or amend the City's obligation to accept pre-treated leachate in the manner prescribed by this Agreement.

(f) Recorded Easement. Upon completion of the improvements described in Section 2, Waste Management will amend its General Development Plan and show the locations of the pump station, meter and force main. The cost of any survey work and the cost to record the General

Development Plan shall not be a Reimbursable Improvement. The General Development Plan shall contain a notation which reads as follows:

EXCEPT FOR THE LIFT STATION METER WHICH SHALL BE OWNED, OPERATED, MAINTAINED, CALIBRATED, REPAIRED, AND REPLACED BY THE CITY, THE LEACHATE PUMPING SYSTEM AND FORCE MAIN LOCATED ON THE OWNER'S PROPERTY AND CONNECTING THE OWNER'S PROPERTY TO THE CITY'S WATER AND/OR SANITARY SEWER SYSTEM SHALL BE MAINTAINED, REPLACED AND REPAIRED BY THE OWNER OF THE PROPERTY, AND ITS SUCCESSORS AND ASIGNS. OWNER, ON ITS BEHALF AND ITS SUCCESSORS AND ASSIGNS, RELEASE AND SAVE HARMLESS THE CITY, ITS SUCCESSORS, PRINCIPALS, AGENTS, AND EMPLOYEES FROM ANY AND ALL RESPONSIBILITY FOR MAINTENANCE, REPLACEMENT OR REPAIR OF THE UTILITY SYSTEM, AND FOR ALL CLAIMS, LOSS, DAMAGE OR INJURIES SUSTAINED BY OWNER OR TO OWNER'S PROPERTY, OR BY ANY PERSON WHOMSOEVER, IN CONNECTION WITH THE INSTALLATION, OPERATION, MAINTENANCE, REPLACEMENT OR REPAIR OF SAID UTILITY SYSTEM.

3. Water and Sewer Agreement. City and Waste Management agree to enter into a water and sewer agreement substantially in the form attached hereto as Exhibit E ("Water and Sewer Agreement"). Notwithstanding any agreement to the contrary, (i) Waste Management shall not be responsible for the separate payment of water or sewer tap-in fees or other connection fees or similar charges imposed by the City for tapping into the City's water or sewer systems, it being understood and agreed that such water and sewer tap-in fees are not waived, but rather, shall be included as part of other statutory fees due from Waste Management to the City; (ii) Waste Management shall not be responsible for any other fee for the disposal of leachate except as set forth in this Section; (iii) the City shall determine the volume of landfill leachate from the lift station meter and calculate consumption charges in accordance with the most current City of Savannah Revenue Ordinance for sanitary sewer; (iv) City shall be responsible for accurately and timely reading the meter to be installed pursuant to Section 2 and billing Waste Management pursuant to the Water and Sewer Agreement; and (v) Waste Management shall provide to the City all necessary and reasonable access for the purpose of operating and maintaining the City tap described in Section 2(d) above and for the purpose of reading the lift station meter.

4. Long Term Disposal Agreement. City and Waste Management acknowledge and agree that Waste Management and Chatham County, Georgia, entered into a Long-Term Disposal Service Agreement on May 31, 1994, whereby Waste Management agreed to assist Chatham County in meeting its ongoing responsibility to provide disposal capacity in accordance with its nonhazardous solid waste plan filed with the Department of Community Affairs. Nothing contained in this Agreement shall interfere with the rights, duties and obligations of Waste Management to provide disposal capacity to Chatham County.

5. Annexation. Waste Management and the City shall use their best efforts to annex the Property into the City of Savannah city limits, and Waste Management agrees to file a petition for annexation within thirty (30) days of the execution of this Agreement. City agrees, subject to the water rates described in the Water and Sewer Agreement, that Waste Management shall be permitted to dispose of its leachate as described in this Agreement, regardless of whether Waste Management's annexation petition is successful or not. IT IS EXPRESSLY UNDERSTOOD, ACKNOWLEDGED AND AGREED THAT THE ANNEXATION OF THE PROPERTY SHALL NOT BE A CONDITION TO THE CITY'S PROVIDING SEWER SERVICE TO WASTE MANAGEMENT AND THE SUBJECT PROPERTY.

6. Zoning. The City and Waste Management acknowledge and agree that the Property is currently zoned PD-R-SL and PD-R. Upon annexation into the City of Savannah, the Property will be initially zoned PD-R-SL (CO) and PD-R (CO). The City and Waste Management agree that, upon receipt of Waste Management's petition for annexation to the City, the City will work collaboratively with Waste Management to develop a general development plan and/or create or amend a new ordinance for the City of Savannah that will permit the continued operation of the landfill. A priority of the general development plan and/or new ordinance will be to increase the allowable height of the landfill to the height allowed by applicable federal and state regulations governing solid waste landfills, in order to provide additional waste disposal capacity for residents and businesses in Chatham County and the City of Savannah. In the event that the City does not approve a new general development plan and/or establish or amend a zoning district in which the height of the landfill will be governed by applicable federal and state regulations, then Waste Management may, at its option, terminate this Agreement if such ordinance is not approved on or before December 31, 2020. In the event of termination, Waste Management may, in its sole and absolute discretion, petition to de-annex from the City and the City shall assist with and not object to such petition for deannexation.

7. Due Diligence. The parties shall use reasonable diligence to perform the work described herein but shall not be liable to each other, or their successors or assigns, for damages, costs, attorneys' fees, reasonably and actually incurred (including costs or attorneys' fees on appeal) for breach of contract, or otherwise, for failure, suspension, diminution, or other variations of services occasioned by any caused Force Majeure.

8. Agency. Waste Management and the City, and their respective agents, contractors or subcontractors, shall perform all activities that are outlined in this Agreement as independent entities and not as agents of each other.

9. Binding Nature of Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors or assigns of the parties and shall run with the Property and be binding upon and inure to the benefit of any person, firm or corporation that may become the successor in interest, directly or indirectly, to the Property, or any portion thereof.

10. City Manager Approval. City and Waste Management acknowledge and agree that the parties will execute one or more amendments to this Agreement which shall provide greater detail with respect to the rights, duties and obligations of each party.

11. Controlling Laws.

(a) This Agreement and provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Georgia and all duly adopted ordinances, regulations, and policies of the City now in effect and those hereinafter adopted. Unless otherwise specified in this Agreement for particular issues, all the City ordinances, rules, regulations and policies are applicable.

(b) The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Chatham County, Georgia.

12. Definitions. As used herein, the following definitions shall apply:

(a) “Affiliate” shall mean a person or entity that controls, is controlled by, or is under common control with Waste Management.

(b) “Control” or “Controlled By” means the power to direct the management and policies of an entity, whether through ownership of voting rights or other beneficial interest, by contract or otherwise; or to the acquiring or surviving entity in connection with a merger, consolidation, reorganization or sale of Waste Management of all or substantially all of the assets of Waste Management.

13. Assignment. This Agreement is a contract for specialized services and is personal to the parties and shall not be assignable in whole or in part by a party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment without prior written consent shall be void and of no force or effect. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Notwithstanding the foregoing, Waste Management may assign this Agreement, without the consent of the City, to a parent, subsidiary or affiliate of Waste Management or to an entity controlled by Waste Management

14. Miscellaneous.

(a) Entire Agreement. There are no other agreements or understandings, either oral or written, between the parties affecting this Agreement or the subject matter covered by this Agreement, except as otherwise specifically provided for or referred to herein. This Agreement cancels and supersedes all previous agreements between the parties relating to the subject matter covered by this Agreement. No change or addition to, or deletion of, any portion of this Agreement shall be valid or binding upon the parties hereto unless the same is approved in writing by the parties.

(b) Waiver; Time. No waiver or breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provisions of this Agreement or any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of the Agreement shall be construed as a waiver of such breach. Time is of the essence in the performance of the terms and provisions of this Agreement.

(c) Captions and References; Interpretation. The captions and paragraph headings in this Agreement are for ease of reference only and are not intended to limit, describe, supplement or be part of this Agreement. Any reference in this Agreement to “Section” or “Exhibit” shall refer to the corresponding Section or Exhibit of this Agreement, unless otherwise expressly indicated. Whenever the

context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Whenever the word “including” is used, it shall have the same meaning as “including but not limited to” and “including without limitation.” Any reference in this Agreement to “herein” or “hereof” shall refer to this Agreement as a whole rather than being limited to the particular section or subsection in which such term is used.

(d) Severability. In the event that any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, such provision shall be deemed an independent provision and such determination shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect and which shall be construed as to be valid and enforceable under applicable law.

(e) Notices. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the person hereinafter designated, (ii) upon receipt as evidenced by delivery receipt if sent by a national overnight delivery service, (iii) sent by electronic mail to the addresses or numbers below if a confirmed receipt from the recipient is received which includes the date and time of delivery, or (iv) upon receipt of such notice when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance with:

If to City: City of Savannah
 Attention: City Manager
 City Hall
 2 East Bay Street
 Savannah, GA 31401
 Email: pmonahan@savannahga.gov

with a copy to: Office of the City Attorney
 6 East Bay Street, 3rd Floor
 Savannah, GA 31401
 blovett@savannahga.gov

If to Waste Management:

 Waste Management of Georgia, Inc.
 Little Neck Road
 Savannah, GA
 Attn: District Manager
 jfoster@wm.com

with a copy to: Hunter Maclean
Attention: Harold B. Yellin, Esq.
200 East Saint Julian Street
Savannah, GA 31412
HYellin@HunterMaclean.com

(f) Exhibits. The following exhibits are attached hereto and incorporated by this reference herein:

- Exhibit A: Legal Description
- Exhibit B: General Development Plan
- Exhibit C: Concept Plan
- Exhibit D: Permit to Discharge
- Exhibit E: Water and Sewer Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

**WASTE MANAGEMENT OF GEORGIA,
INC.**, a Georgia corporation

By: _____

Name: _____

Its: _____

**THE MAYOR AND ALDERMAN OF THE
CITY OF SAVANNAH**, a Georgia municipal
corporation

By: _____

Name: Patrick Monahan

Title: City Manager

EXHIBIT A

TAX PARCEL I.D. NO. 1-1026-02-001

All that certain lot, tract and parcel of land situate, lying and being in the 7th G. M. District of Chatham County Georgia, and being more particularly shown as a 457.91 acre parcel on that certain Wetland Preservation Plat of Wetland Preservation Areas "1", "2", & "3", by Terry G. Hatchel, G.R.L.S. # 2663, Surveying Consultants, dated July 29, 2015, known as Job No. GA 1000010C.3(A) and recorded in Plat Book 50, Page 311, Chatham County records.

TAX PARCEL I.D. NO. 1-1026-02-027

All that certain lot, tract and parcel of land situate, lying and being in the 7TH G. M. District of Chatham County Georgia, and being more particularly shown as a "Tax ID# 1-1026-02-027, Lands of Superior Sanitation Service Landfill" on that certain Wetland Preservation Plat of Wetland Preservation Areas "1", "2", & "3", by Terry G. Hatchel, G.R.L.S. # 2663, Surveying Consultants, dated July 29, 2015, known as Job No. GA 1000010C.3(A) and recorded in Plat Book 50, Page 311, Chatham County records.

TAX PARCEL I.D. NO. 1-1027-01-014

ALL THAT CERTAIN LOT, TRACT, AND PARCEL OF LAND SITUATE, LYING AND BEING IN THE 7TH G. M. DISTRICT OF CHATHAM COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON REBAR FOUND AND HAVING GEORGIA STATE PLANE COORDINATES OF NORTH 926947.75 AND EAST 740133.56, THENCE S 16°12'04" E FOR A DISTANCE OF 3,684.56 FEET TO AN IRON REBAR FOUND; THENCE S 78°41'39" W FOR A DISTANCE OF 640.40 FEET TO AN IRON REBAR FOUND; THENCE N 16°08'49" W FOR A DISTANCE OF 3,448.33 FEET TO AN IRON REBAR FOUND; THENCE N 57°50'09" E FOR A DISTANCE OF 660.26 FEET TO AN IRON REBAR FOUND WHICH IS THE POINT OF BEGINNING.

CONTAINING 52.10 ACRES MORE OR LESS.

TAX PARCEL I.D. NO. 1-1027-01-015

ALL THAT CERTAIN LOT, TRACT, AND PARCEL OF LAND SITUATE, LYING AND BEING IN THE 7TH G. M. DISTRICT OF CHATHAM COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON REBAR FOUND AND HAVING GEORGIA STATE PLANE COORDINATES OF NORTH 926947.75 AND EAST 740133.56, THENCE N 57°47'51" E FOR A DISTANCE OF 492.73 FEET TO A CONCRETE MONUMENT FOUND, THENCE N 66°30'25" E FOR A DISTANCE OF 276.35 FEET TO A RAILROAD IRON FOUND; THENCE S 03°30'19" E FOR A DISTANCE OF 736.11 FEET TO AN IRON PIN SET; THENCE S 16°22'22" E FOR A DISTANCE OF 2,624.37 FEET TO A 2" IRON PIPE FOUND; THENCE S 15°07'13" E FOR A DISTANCE OF 561.55 FEET TO A RAILROAD IRON FOUND; THENCE S 78°32'55" W FOR A DISTANCE OF 585.25 FEET TO AN IRON REBAR FOUND;

THENCE N 16°12'04" W FOR 3,684.56 FEET TO AN IRON REBAR FOUND WHICH IS THE POINT OF BEGINNING.

CONTAINING 52.56 ACRES MORE OR LESS.

TAX PARCEL I.D. NOS. 1-1027-01-016, 1-1027-01-016A, 1-1027-01-016B, 1-1027-01-016C, 1-1027-01-016D, AND 1-1027-01-016E

All those certain lots, tracts, and parcels of land situate, lying and being in the 7th G. M. District of Chatham County Georgia, and being more particularly shown as Parcel 'A', Parcel 'B', Parcel 'C' and the lands of Ethel Reddick on that certain "Plat of The Sarah L. Keller Hagood Tract, Being a 284.133 Acre Portion of the Hubert Keller Tract, 7th G.N. District, Chatham County, Georgia" by Vincent Helmly, G.R.L.S. #1882, Helmly, Purcell & Assoc., Inc., dated November 4, 1981, known as Job No. 81-283, dated November 4, 1981 and recorded in Plat Book 3-P, Page 205, Chatham County records.

TAX PARCEL I.D. NO. 1-1027-01-017

All that certain tract or parcel of land situate, lying and being in the 7th G.M. District, Chatham County, Georgia, being known and designated as Parcel "B" upon a map or plat prepared by Earl F. Floyd dated November 5, 1970 and recorded in Plat Record Book 8-P, Folio 38, Chatham County records.

TAX PARCEL I.D. NO. 1-1027-01-022

All that certain tract or parcel of land situate, lying and being in the 7th G. M. district of Chatham County, Georgia, containing One Hundred Three and Fifty Two One Hundredths (103.52) acres being bound on the Northeast by lands of Angela L. Johns, land of Richard A. Belford, Jr., et al; Southeast by lands of Lillian P. Pinckney, lands of Estelle Anderson, and lands of William Pinckney; Southwest by lands of Robert H. Anderson, and lands of Paul A. Grizzard, and on the Northwest by the right of way of Bush Road.

Specifically, said property is described as follows: From the westerly right of way of Little Neck Road, travel S 51 degrees 18' W along the more southerly right of way of Bush Road 5,937.68 feet to a concrete monument which is the point of beginning.

From the point of the beginning, run S 40 degrees 9' 55" E 797.80 feet to a concrete monument; thence run N 51 degrees 18' E 809.07 feet to an iron pin; thence run S 38 degrees 42' E 39.78 feet to an oak tree; thence run N 51 degrees 37' 25" E 24.51 feet to a concrete monument; thence run S 38 degrees 3' 40" E 2,610.47 feet to a concrete monument; thence run S 60 degrees 46' 15" W 1552.22 feet to an angle iron; thence run N 39 degrees 33' 30" W 749.67 feet to an angle iron; thence run N 39 degrees 15' 40" W 1034.12 feet to a concrete monument; thence run N 51 degrees 30' 40" E 13.65 feet to a concrete monument; thence run N 39 degrees 1' 10" W 1,408.76 feet to a concrete monument on the right of way of Bush Road; thence run N 51 degrees 18' E along the right of way of Bush Road 721.17 feet to the point of beginning.

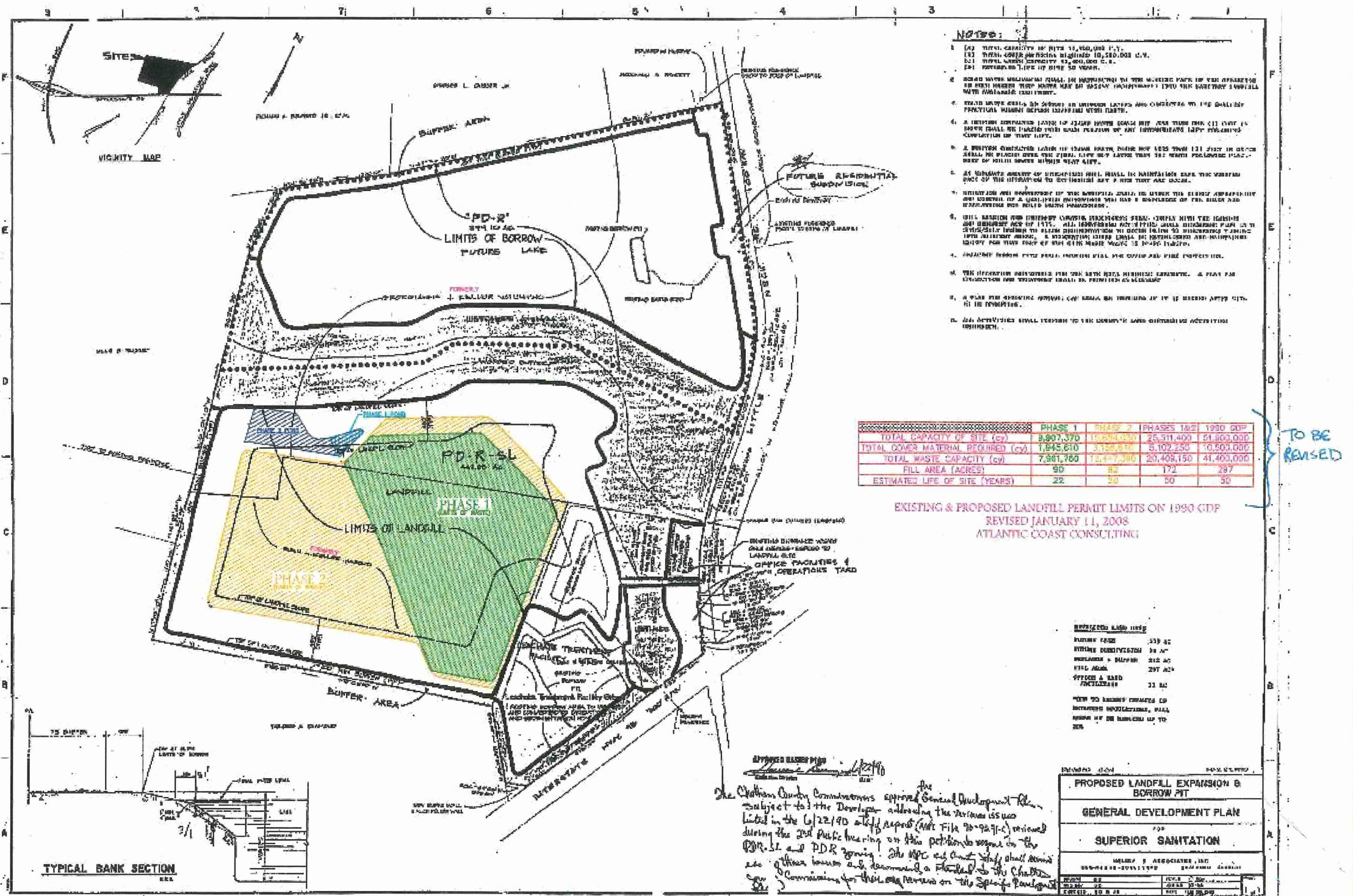
Said property is further identified as being the same tract of land which F S Z Partnership acquired from Bertha C Clifton, et al, by deed dated November 20, 1989 recorded in Deed Book 144-c, page 1, et seq., Chatham County Deed Records which was described by a plat prepared by Vincent Helmly, G.R.L.S. #1882, dated October 13, 1989, and recorded in Plat Book 10-P, page 170, Chatham County Deed Records, LESS AND EXCEPT, five (5) acres conveyed to Eugene Vondenkamp and Ahmin Vondenkamp by deed recorded in Deed Book 144-V, page 377; another five (5) acre tract conveyed to Phillip E. Jennings and Deborah R. Jennings by deed recorded in Deed Book 149-A, page 714; and that fifteen (15) acre tract conveyed to Angela L. Johns by deed recorded in Deed Book 157-I, page 708; and also excepting ten (10') feet along Bush Road which was conveyed to Chatham County for additional right of way for Bush Road

Said property is subject to certain easements to Savannah Electric and Power Company and Georgia Power Company as shown on the aforementioned survey by Vincent Helmly.

LESS AND EXCEPT:

All that certain tract or parcel of land situate, lying and being in the 7th GM district of Chatham County, Georgia, and being that Two and Fifty-Seven Hundredths (2.57) acre portion of Lots 3 and 4 of the J.E. Horning Estate, and being a portion of that Twenty (20) acre tract transferred to FSZ Partnership by that deed from William D. Fawcett recorded in Chatham County Deed Book 182H, folio 702, and subject parcel being more particularly described by that plat of survey prepared by J. Whitley Reynolds dated September 24, 1997, of an 85' by 1316' tract recorded in Chatham County Plat Book 16-P, folio 2, to which specific reference is made and said description is incorporated herein. Said tract is bounded on the northwestern side by the easternmost right of way of Bush Road, and the northeastern side and southeastern sides by Lots 3 and 4 of the J. E. Horning Estate, and on the south westernmost side by Lots 1 and 2 of the J. E. Horning Estate, being formerly lands of Robert H. Anderson.

**EXHIBIT B
GENERAL DEVELOPMENT PLAN**



**EXHIBIT C
CONCEPT PLAN**

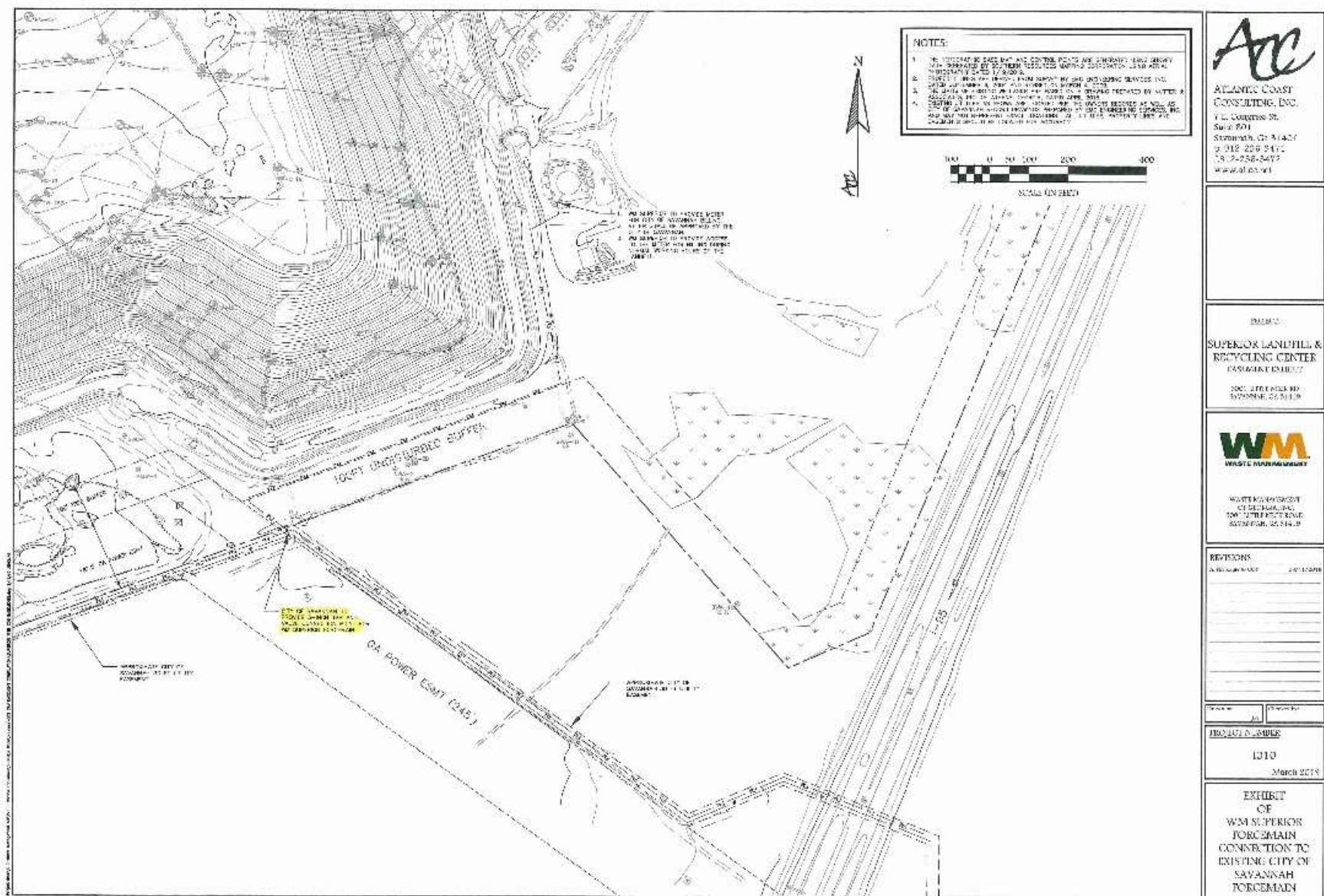


EXHIBIT D



PERMIT NUMBER **46418-01**
TO DISCHARGE INDUSTRIAL WASTEWATER
TO THE CITY OF SAVANNAH, GEORGIA SEWER SYSTEM

In accordance with all terms and conditions of the City of Savannah Pretreatment Ordinance, hereinafter called "the Ordinance", and also with any applicable provisions of Federal, State, or Local laws and/or regulations, including the U.S. Environmental Protection Agency (EPA) and the Georgia Environmental Protection Division (EPD);

Permission is hereby granted to **Superior Landfill**, North American Industry Classification System Number 562212 and subject to Title 40, Code of Federal Regulations Part 445 (40 CFR 445) Landfill Point Source Category, to discharge wastewater from its facility located at 3001 Little Neck Road to the City of Savannah's Georgetown Water Pollution Control Plant located at 14 Beaver Run Drive via the approved forcemain connection location to the City's sanitary sewer system.

This permit is granted in conformity with effluent limitations, monitoring requirements, plans, special and direct conditions, all of which are filed with and considered as a part of this permit. Renewal of this permit will require submission of a request to continue discharge, which must be received three months in advance of the expiration date.

Issued this XXst day of XXXXXXXX

Effective the Xst day of XXXXXXXX

To expire the XXst day of XXXXXXXX at 12:00 midnight

Bryan T. Shaw, D.B.A.
Water Reclamation Administrator
City of Savannah

1400 EAST PRESIDENT STREET, SAVANNAH, GA 31404
PHONE 912.651.6620 FAX 912.651.6621 SAVANNAHGA.GOV



Permit Number 46418-01 Superior Landfill

SPECIAL CONDITIONS

[1] A. Required Effluent Monitoring and Effluent Limitations

The Permittee shall submit results for the listed parameters according to the schedule in this part. Except where otherwise noted, all samples shall be grab samples of the process effluents. All samples shall be collected, preserved and tested according to 40 CFR 136 or equivalent methods approved by the EPA. Samples should be delivered to contract or in-house labs no later than 24 hours after sampling is completed due to stringent holding times for certain substances. The initial/startup 12 month sampling schedule as well as the maximum daily and monthly average limits shall be as follows:

Parameter	Maximum Daily Limit		Sample Frequency (type)
Flow (Gal/Day)	40,000		1/minute (continuous) & 1/day (totalizer)
pH (su)	Max 9.0	Min 6.0	1 / minute (continuous)
-	mg/L	lbs./day	-
BOD ₅	3,500	1,170	1/week
COD	5,250	1,755	1/day
TSS	1,700	570	1/day
NH ₃	1,200	405	1/day
TDS	Report	Report	1/day
HEM	100	35	1/month (grab)
Georgia Priority Pollutants			1/semiannually

Upon successful completion of the initial/startup 12 month sampling schedule such that discharge is determined to be compliant, the permit renewal shall have the following sampling schedule:



Permit Number 46418-01 Superior Landfill

Parameter	Maximum Daily Limit		Sample Frequency (type)
Flow (Gal/Day)	40,000		1/minute (continuous) & 1/day (totalizer)
pH (su)	Max 9.0	Min 6.0	1 / minute (continuous)
-	mg/L	lbs./day	-
BOD ₅	3,500	1,170	1/month
COD	5,250	1,755	1/month
TSS	1,700	570	1/month
NH ₃	1,200	405	1/month
TDS	Report	Report	1/month
HEM	100	35	1/month (grab)
Georgia Priority Pollutants			1/semiannually

B. Location of Sampling Point

All self-monitoring conducted by the Permittee in accordance with this permit and all regulatory sampling conducted by the City of Savannah shall be done at the effluent sampling point located at the discharge point from the pretreatment system.



Permit Number 46418-01 Superior Landfill

C. Reporting

Results of self-monitoring reports shall be submitted to the Administrator by the 15th of the month following sampling and shall be signed by the responsible official in charge with the following statement certifying the validity of the results:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

D. Resampling

If sampling or monitoring performed by the Permittee indicates a violation of the permit, the Permittee shall inform the Administrator within 24 hours of becoming aware of the violation. The Permittee shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Administrator within 30 days after becoming aware of the violation. The Permittee is not required to resample if the City of Savannah samples between the Permittee's initial sampling and when the Permittee receives the results of this sampling.

[2] Flow Calculations

Reported flow calculations will be based on non-domestic wastewater and be reported in total gallons per day and gallons per minute of the day. Flow totalizer meter readings will be taken daily and submitted monthly to the Administrator as required in Section [1]A of this permit. Flow gallons per minute readings will be recorded each minute and reported as a table of gallons per minute each minute of the day for the report period to the Administrator as required in Section [1]A of this permit if requested. The average daily flow shall be based on the number of days of discharge of non-domestic wastewater. The effluent flow meter shall be calibrated once annually by the end of June and December or more frequently if so according to the manufacturer's specifications, and proof of calibration submitted to the Administrator by the 15th of the following month on January 15th and July 15th.



Permit Number 46418-01 Superior Landfill

[3] Slug Load Reporting and Treatment System Failure

The Permittee will submit and maintain a spill control plan for this facility. The plan must include as a minimum the information required in the City's Pretreatment Ordinance, Section 5-2043 C. This spill control plan shall be made readily available and remain visibly posted in the immediate proximity of the wastewater treatment system and controls for operator reference.

In the event of a major spill, dump, or unavoidable discharge at the Permittee's premises, sampling of the effluent shall begin immediately and continue until clean-up is completed. The Administrator shall be notified immediately of any such spill at (912) 651-6620 or (912) 652-3808 after business hours. Within five days following such discharge, the Permittee shall, unless waived by the Administrator, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the Permittee to prevent similar future occurrences. Any bypass of the treatment system shall be prohibited except as allowed under the City's Pretreatment Ordinance.

[4] Required Effluent Reporting

Within 30 days after the effective date, samples representative of the effluent will be analyzed by the Permittee and this information furnished to the Administrator for all parameters included under Special Condition [1]A, unless this is a permit renewal and sampling requirements are current for the renewed permit. After this initial sampling, sampling will continue according to the schedule provided in Special Condition [1]A.

[5] Surcharges

The Permittee agrees to pay a surcharge for each unit of pollutants discharged in excess of the monthly average permitted in the City of Savannah Revenue Ordinance. Surcharges will be based on rates as established in the City of Savannah Revenue Ordinance. All other parameters shall not exceed the permit limits set forth by the City of Savannah. This surcharge shall not be a substitute for maintaining compliance with this Permit to Discharge Industrial Wastewater.



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[6] Permit Modification

In the event the EPD or the EPA changes various standards, the changes will become a part of this agreement. The City may modify this permit when deemed necessary for good cause including, but not limited to, the following:

- A.** To incorporate any new or revised Federal, State or local pretreatment standards or requirements.
- B.** Material or substantial alterations or additions to the discharger's operation processes, or discharge volume or character, which were not considered in drafting the effective permit.
- C.** A change in any condition in either the industrial Permittee or the Publicly Owned Treatment Works (POTW) that requires either a temporary or permanent reduction or elimination of the authorized discharge.
- D.** Information indicating that the permitted discharge poses a threat to the Control Authority's (City of Savannah) collection and treatment systems, POTW personnel or the receiving waters.
- E.** Violation of any terms or conditions of the permit.
- F.** Misrepresentation or failure to disclose fully all relevant facts in the permit application or in any required reporting.
- G.** Revision of a grant of variance from such categorical standards pursuant to 40 CFR 403.13.
- H.** To correct typographical or other errors in the permit.
- I.** To reflect transfer of the facility ownership and/or operation to a new owner/operator.
- J.** Upon request of the Permittee, provided that such request does not create a violation of any applicable requirements, standards, laws, or rules and regulations.



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[7] Changes in Effluent

In the event the Permittee should significantly expand its operations or business the Administrator must be notified before waste from the changes can be discharged into the City's sewer system. For purposes of this requirement, significant changes include, but are not limited to, a flow increase or decrease of 20 percent or more, and/or the discharge of any previously unreported pollutants. The Permittee shall notify the Administrator of the introduction of any new wastewater constituents or any increase in volume and/or characteristic of the wastewater effluent, which may cause a violation of this permit. Each Permittee must notify the Administrator of any planned significant changes at least 90 days before the change.

[8] Waste Disposal Reporting

Twice a year, in January and July, the Permittee shall report to the Administrator the type, quantity, disposal site(s), transportation data and transporter of all liquid wastes, solid, sludge, filter backwash or other pollutants removed from its premises in the course of wastewater treatment during the previous six months. Excluded from this requirement are wastes removed by means of the City's sanitary sewer or trash disposal service.

[9] Record Keeping

The Permittee shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this permit and any additional records of information obtained pursuant to monitoring activities undertaken by the Permittee independent of such requirements. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three years. This period shall be automatically extended for the duration of any litigation concerning the Permittee or the City, or where the Permittee has been specifically notified of a longer retention period by the City of Savannah.

[10] Applicable Penalties

The City of Savannah retains all rights to relieve the Permittee of its Permit to Discharge Industrial Wastewater in the event it is deemed necessary to do so. The City, under the provisions of the Pretreatment Ordinance, shall notify the Permittee of any violation, whether significant or non-significant. In addition to various Administrative Penalties, the City may pursue Civil Penalties of up to \$1,000.00 per violation per day and Criminal Penalties of not more than \$1,000.00 per violation per day and/or imprisonment for not more than one year as specified in the Ordinance.

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[11] Confidential Information

Information and data on a Permittee obtained from reports, questionnaires, permit applications, permit and monitoring programs, and from inspections shall be available to the public or other governmental agency without restriction unless the Permittee specifically requests and is able to demonstrate that such information would divulge information, processes or methods of production entitled to protection as trade secrets of the Permittee (Section 5-2047 of the Pretreatment Ordinance). However, public notification is warranted in the case of a significant violation of this permit and will be carried out through the proper media channel and will contain the name, nature of violation and time of violation of the industry involved.

[12] Permit Transfer

This Permit to Discharge Industrial Wastewater is issued to a specific Permittee for a specific operation. A request for transfer or reassignment shall be submitted in writing to the Administrator no less than 90 days prior to the proposed date of reassignment, transfer or sale by the Permittee. A permit shall not be reassigned, transferred, or sold to a new owner or Permittee without the written approval of the Administrator.

[13] Compliance Schedule

To comply with the effluent limitations identified in Special Conditions [1] in a reasonable period, the permittee must provide necessary wastewater treatment as required by Sections 5-2043 and 5-2045 of the Ordinance, in accordance with the following schedule:

EVENT	BY NO LATER THAN
1) Complete Pretreatment System Final Design Plans	June 30, 2018
2) Purchase Permanent Equipment for Pretreatment System	September 30, 2018
3) Install and Operate Equipment in Compliance with Permit.	October, 2019

NOTE: Permittee shall provide to the City no less than 30 days written notification prior to any discharge into the City's sanitary sewer system to allow for required notification by the City to EPD.



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No later than 14 days following each date in the above schedule, the permittee must submit to the City a progress report including, at a minimum, whether it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with the increment of progress, the reasons for delay, and the steps being taken to return the project to the schedule established in this permit.

[14] Direct Conditions

- A. Provisions will be made to allow City of Savannah representatives access to the facility for the purposes of inspection, observation, measurement, sampling, copying of records, photographing, or testing.
- B. Damage to treatment works or injury to POTW personnel resulting from discharges from this facility will become the liability of the Permittee.
- C. Any semiannual samples shall be collected no later than the months of June and December.
- D. A pH limit violation is a discharge for more than 15 minutes continuously above pH 9.0 or below pH 6.0 and more than 60 minutes total time above pH 9.0 or below pH 6.0 per day.
- E. The City of Savannah reserves the right to suspend any discharge which may cause pass-through or interference with the wastewater treatment plant operations, or that violates Federal, state, or Local restrictions.
- F. The Permittee shall carry liability insurance with a coverage amount of one million dollars to afford compensation for taking corrective action and for bodily injury and property damage to third persons caused by accidental releases from the Permittee.

EXHIBIT E

SAVANNAH, CHATHAM COUNTY, GEORGIA

WHEREAS, _____ hereinafter referred to as the Developer, the developer of located within the _____, consisting of _____ equivalent residential units as shown on the attached drawing entitled ___ prepared by _____ and dated _____ scale _____ 1" = 400', desires certain commitments from the City of Savannah, hereinafter referred to as the City, in regard to extending and making additions to existing water and sanitary sewer systems, or in regard to the construction of water distribution and sanitary sewer collection and disposal systems to serve said development, and

WHEREAS, the engineering design for said water and sanitary sewer systems has been, or will be, accomplished by competent professional engineers registered in the State of Georgia, and bids for the construction of said systems has been or will be requested;

IT IS AGREED between the parties hereto that the City shall approve the designation of the engineer who shall be responsible for the engineering design and inspection in connection with the installation of the said water and sanitary sewer systems. The Developer shall be responsible to provide resident inspection during construction and to ensure the engineer's conformance to area planning, adequacy of design, and conformance to City requirements regarding location, size and depth of lines, capacity and arrangement of lift stations and quality of construction. The Developer shall provide to the City a statement from the project engineer certifying that the materials and workmanship including pipes, bedding, thrust blocks, valves, fire hydrants, manholes, lift station equipment and other related materials and work meet the City's specifications and standards. Upon request of the City, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, compaction and other tests required by the City. All construction, engineering and inspection cost in connection with these systems shall be borne by the Developer. The City will provide only the sewage treatment facility and the water supply facility

IT IS FURTHER AGREED that this agreement shall contain the following special conditions/requirements:

Any development which requires sanitary sewer main extension and/or involve storm sewer conduits will require televising by the City of Savannah televising crew. In accordance with the

City of Savannah Revenue Ordinance, the charge will be \$1.25 per linear foot with a set-up fee in the amount of \$120.00. This fee will be paid to the City of Savannah in addition to those fees as described in the most recent edition of the City of Savannah Revenue ordinance.

IT IS FURTHER AGREED that the Developer shall render the City harmless for any claims and damages due to the work associated with the tie-on to existing sanitary sewers.

IT IS FURTHER AGREED that upon completion of the systems and all related facilities including water and sewage fees fully paid for by the Developer, except the sewer treatment facility and the water supply facilities, and the provision of two copies of "as built" drawings on Chronoflex Mylar, the City will, subject to approval of the City Manager, accept title hereto and assume responsibility for maintenance and operation of those portions located within public easements or rights-of-way. This acceptance shall include all rights, title and interest that the Developer has in the water and sanitary sewer systems serving the said project and also easements and/or rights-of-way required for the purpose of maintenance thereof.

IT IS FURTHER AGREED that the Developer will provide to the City a recordable plat(s) showing all utilities within public easements and/or rights-of-way to be owned and maintained by the City. This document shall be provided prior to construction. Should installation deviate from the original recordable plat, the Developer will provide to the City a revised recordable plat showing all utilities in public easements and rights-of-way. Should the Developer fail to provide the revised plat, the City will not release the project nor will a Certificate of Occupancy or water meter be issued.

IT IS FURTHER AGREED that as development proceeds under the terms of this agreement, and prior to occupancy, there will be a sanitary sewer tap-in fee paid to the City for each residential or equivalent residential unit, and there shall be a separate water meter installed and a water tap-in fee and a water meter installation fee paid for each residential or equivalent residential unit based on those fees in effect at the time of the water and/or sewer connection, or as provided in the Revenue Ordinance. **THIS PARAGRAPH IS SUBJECT TO SECTION 3 OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY AND WASTE MANAGEMENT.**

IT IS FURTHER AGREED that the Developer shall pay to the City a proportionate share of the capital cost for expanding the wastewater treatment and/or transport facilities and of meeting discharge requirements as established by the Georgia Environmental Protection Division. The cost per residential

or equivalent residential unit shall be \$2,000 for the President Street Plant, or as provided for in the Revenue Ordinance, whichever is greater. This additional connection fee will be paid by the Developer to the City Treasurer as each customer connects to the sewage system and shall be in addition to the sewer tap-in fee. Water meters will not be installed until all fees, including the additional connection fees, are paid. **THIS PARAGRAPH IS SUBJECT TO SECTION 3 OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY AND WASTE MANAGEMENT.**

IT IS FURTHER AGREED that this agreement between the City and the Developer may not be transferred or assigned in whole or in part without prior approval of the City, which approval shall not be unreasonably withheld, delayed or conditioned, and that any violation of this limitation shall terminate the City's obligation and forfeit the Developer's rights thereunder.

IT IS FURTHER AGREED that all provision of law now or thereafter in effect relating to water and sewer service by the City of Savannah shall be applicable to this agreement.

IT IS FURTHER AGREED that this agreement shall finally terminate five (5) years after date of execution, after which the City shall not be liable for any further obligation thereunder. On this basis, this agreement shall expire _____, 2____.

IN WITNESS WHEREOF, the Developer has executed these presents under seal, and the City has caused these presents to be executed by its proper officer its seal, affixed, this ____ day of _____, 2019.

**THE MAYOR AND ALDERMEN
OF THE CITY OF SAVANNAH**

EXECUTED IN THE PRESENCE OF:

WITNESS

BY: _____
CITY MANAGER

NOTARY PUBLIC

ATTEST: _____
CLERK OF COUNCIL
Chatham County, Georgia

(SEAL)

WASTE MANAGEMENT OF GEORGIA, INC.
a Georgia corporation

EXECUTED IN THE PRESENCE OF:

WITNESS

BY: _____

NOTARY PUBLIC

ATTEST: _____

(SEAL)