

HABERSHAM COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Demorest Intergovernmental Agreement

DATE: March 9, 2022

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

(X) RECOMMENDATION
() POLICY DISCUSSION
() STATUS REPORT
() OTHER

COMMISSION ACTION REQUESTED ON: March 21, 2022

PURPOSE: The purpose of this agenda item is to seek approval of the presented Intergovernmental Agreement (IGA) with the City of Demorest.

BACKGROUND / HISTORY:

The Habersham County Landfill generates leachate from existing solid waste cells at an average of 4,500 gallons per day. We have capabilities to treat up to 10,000 gallons per day with a reverse osmosis plant that currently runs at 90% efficiency. The remaining 10%, or rejects, must be handled and disposed of in accordance with the solid waste handling permit.

For many years, the county took the rejects to the Demorest Wastewater Plant. In 2018 the Demorest decided to stop accepting leachate, as it was believed to be the cause of some operating issues. Since this time, we have worked with two different contractors to haul the leachate to a wastewater plant in Ellijay. The cost of this disposal method costs about \$0.25 per gallon due to the long haul.

County staff has been working with City of Demorest to reduce any strain on the Wastewater Plant. For the partnership to continue an IGA should be approved outlining responsibilities of each local government as well as terms and payments.

FACTS AND ISSUES:

- Landfill needs a place to dispose of leachate beyond what can be treated onsite
 - The City of Demorest and Habersham have negotiated an agreement allowing the city to accept leachate and the landfill to accept sludge
 - Leachate disposal will cost \$0.09 per gallon, not to exceed 7,000 gallons per week
 - Landfill will accept sludge at normal tipping fee (\$48/ton) estimated to be 30 tons per month
 - This agreement reduces current disposal costs by over 60%
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OPTIONS:

- 1) Approve IGA as presented
 - 2) Deny the IGA
 - 3) Commission defined alternative
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RECOMMENDED SAMPLE MOTION: Motion to approve Intergovernmental Agreement with the City of Demorest and authorize chairman to execute.

DEPARTMENT: Solid Waste
Director: Laurie Church

**ADMINISTRATIVE
COMMENTS:**_____

_____ **DATE:** _____

County Manager

**INTERGOVERNMENTAL AGREEMENT FOR THE EXCHANGE,
TREATMENT, AND RECEPTION OF CERTAIN QUANTITIES OF
LEACHATE AND DEWATERED BIOSOLIDS BETWEEN HABERSHAM
COUNTY, GEORGIA AND THE CITY OF DEMOREST, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT, in consideration of the mutual covenants expressed herein, made and entered into effective the _____ day of _____, 2022, by and between Habersham County, Georgia (a subdivision of the State of Georgia and hereinafter referred to as "County") and the City of Demorest, Georgia (a municipal corporation organized and existing under the laws of the State of Georgia hereinafter referred to as "Demorest"), the terms of which are as follows:

WHEREAS the County operates the Habersham County Landfill (hereinafter referred to as "Landfill") at 4900 Dicks Hill Parkway, Mt. Airy, GA 30563) which generates leachate that requires treatment prior to disposal; and

WHEREAS, Demorest generates dewatered biosolids from its wastewater treatment plant that require disposal; and

WHEREAS, it has been determined that the Demorest wastewater treatment plant can receive a limited amount of the Landfill leachate that can be adequately treated and discharged in accordance with the Demorest wastewater treatment plant NPDES Permit; and

WHEREAS, the Landfill can receive a limited amount of dewatered biosolids generated by Demorest; and

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution of 1983 authorizes any county and any public corporation to contract with each other for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, an intergovernmental agreement providing for the exchange, treatment and reception of certain quantities of leachate and dewatered biosolids between Demorest and the County in its Landfill would promote the general health, welfare and safety of all citizens of the City and County;

NOW THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, and by and through the authority of the County and the City, it is hereby agreed by and between the parties hereto as follows:

**ARTICLE I: AGREEMENT TO RECEIVE LANDFILL LEACHATE FROM
HABERSHAM COUNTY**

- A. Demorest agrees to receive landfill leachate not to exceed 7,000 gallons per week.
- B. The quantity of leachate set forth in Paragraph (A) hereof may not be increased without further written consent of Demorest.

C. The amount of leachate quantity set forth in Paragraph (A) hereof may be decreased by Demorest if Demorest determines that:

- (1) the Landfill leachate does not conform to the characteristics previously provided,
or
- (2) Demorest determines that the leachate at a given quantity is detrimental to Demorest's wastewater treatment processes.

D. The County will pay Demorest nine cents (09¢) per gallon of leachate received by Demorest from the County. Demorest will invoice the County monthly for the amount of leachate received by Demorest during a given month. The invoices will be due and payable on the 20th day of the following month or 15 days following receipt of the invoice whichever is later.

ARTICLE II: AGREEMENT TO ACCEPT DEWATERED BIOSOLIDS FROM DEMOREST

- A. The County agrees to accept the dewatered biosolids from the Demorest wastewater treatment plant, estimated to be 30 to tons per month, in its Landfill. Demorest recognizes and accepts that the County's Landfill may only accept, at most, 15 tons every two weeks.
- B. Under certain conditions the County may delay acceptance of dewatered biosolids from Demorest if the Landfill supervisor deems the working face is too wet or if receiving such biosolids would negatively impact landfilling operations.
- C. The dewatered Demorest biosolids are estimated to have a total moisture content of 11 to 16%. The biosolids shall pass a paint filter test as defined by Method 9095B (Paint Filter Liquids Test) as described in "Test Methods for the Evaluation of Solid Wastes, Physical/Chemical Methods" (EPA Pub. No. SW-846)
- D. The County will charge Demorest \$48.00 per ton of biosolids received.
- E. The County will invoice Demorest monthly for the amount of biosolids received by the Landfill. The invoices will be due and payable 30 days following receipt of the invoice.
- F. To the extent that the Landfill cannot continue receiving the Demorest biosolids for any reason, the County will notify Demorest in writing giving Demorest three (3) months to find an alternative disposal source/method.

ARTICLE III: OTHER TERMS

The prices stated herein may be increased by either party at no more than 5.00% per year.

ARTICLE IV: TERM OF AGREEMENT: The term of this Intergovernmental Agreement is one year.

ARTICLE V: TERMINATION OR AMENDMENT OF AGREEMENT

This Agreement may be amended only by mutual agreement of the parties hereto executed in writing with the same formality as the execution of this Agreement.

IN WITNESS WHEREOF, Habersham County and the City of Demorest, by their duly authorized commission and council, have caused this Agreement to be executed and each party has caused its seal to be hereunto impressed and attested, and delivery hereof is hereby acknowledged, as of the day and year first above written.

Approved by the Habersham County Board of Commissioners on the _____ day of _____ 2022, and executed this _____ day of _____ 2022, in witness whereof the parties hereto have set their hands, affixed their seals, and delivered these presents.

**HABERSHAM COUNTY
BOARD OF COMMISSIONERS**

By: _____
Bruce Palmer, Chairman

Attest: _____
Brandalin Carnes, County Clerk

Approved by the City of Demorest, Georgia, on the 3 day of May 2022, and executed this 3 day of May 2022, in witness whereof the parties hereto have set their hands, affixed their seals, and delivered these presents.

CITY OF DEMOREST, GEORGIA

By: _____
, Mayor

Attest: _____
City Clerk

