

Appendix A

INTERGOVERNMENTAL SOLID WASTE SERVICES AND FACILITIES CONTRACT BETWEEN THE CITY OF ALBANY AND DOUGHERTY COUNTY

**INTERGOVERNMENTAL
SOLID WASTE SERVICES AND FACILITIES
CONTRACT**

Between

CITY OF ALBANY

and

DOUGHERTY COUNTY

This Intergovernmental Solid Waste Services and Facilities Contract (this "Contract"), made and entered into as of Aug 2, 2004, by and between the **CITY OF ALBANY**, a municipal corporation of the State of Georgia (the "City"), and **DOUGHERTY COUNTY**, a political subdivision of the State of Georgia (the "County")

**WITNESSETH
THAT:**

WHEREAS, Official Code of Georgia Annotated Title 12, Chapter 8, Section 20 (the "Georgia Comprehensive Solid Waste Management Act") provides, "it is declared to be the policy of the State of Georgia, in furtherance of its responsibility to protect the public health, safety, and well-being of its citizens and to protect and enhance the quality of its environment, to institute and maintain a comprehensive state-wide program for solid waste management which will assure that solid waste facilities, whether publicly or privately operated, do not adversely affect the health, safety, and well-being of the public and do not degrade the quality of the environment by reason of their location, design, method of operation, or other means and which, to the extent feasible and practical, makes maximum utilization of the resources contained in solid waste;" and

WHEREAS, in accordance with the requirements of the Georgia Comprehensive Solid Waste Management Act, particularly Section 12-8-31.1 thereof, the City of Albany (the "City") and Dougherty County (the "County") have each heretofore adopted and approved the "Albany-Dougherty County Solid Waste Management Plan," dated April 1993 and prepared with the assistance of Roy F. Weston, Inc., Norcross, Georgia, consulting engineers (the "Plan"), setting forth the joint long-range plan of the City and the County respecting their solid waste management, collection and disposal; and

WHEREAS, the County and the City have been functioning under the provisions of the Plan since its finalization in April 1993 and have periodically reexamined and reaffirmed the Plan; and

**I hereby certify that this is a
true and correct copy.**


COUNTY CLERK

WHEREAS, the Plan expresses the intent of the County and the City to continue to use the Dougherty County Landfill (the "Landfill"), and to upgrade the facility to meet Subtitle D requirements, including through the application for a vertical expansion permit to ensure capacity while the Subtitle D cells were designed, permitted, and constructed; and

WHEREAS, the Plan further provides for the County and the City to implement a phased approach to County-wide solid waste collection after assigning overall responsibility for the provision of collection services to a collection manager within the County Solid Waste Management Department to avoid duplication of effort, provide assurance of cost-effective and efficient service, and unify the collection service County-wide; and

WHEREAS, the Plan further provides for the City and the County to select through such manager public sector collection, private sector collection or a public-private partnership for collection with the ultimate goal that collection services be consolidated; and

WHEREAS, the City is currently serving as the entity responsible for the collection component of the Plan, which the City now implements through city contracts with licensed and permitted private haulers for collection within the City of approximately 25% of residential waste generated within the City, collection by City public works employees of the remaining residential waste generated within the City, and some direct contracts between licensed and permitted private haulers and commercial generators in the incorporated and unincorporated areas of the County, and the City and the County continue to study means of making collection services available to all County residents in their ongoing efforts to phase in the collection components of the Plan; and

WHEREAS, Section 14-52(2) of the Albany City Code (the "City Code") provides that "[a]ll single-family residential units in the City of Albany are required to use the Solid Waste Collection Service of the City of Albany for the disposition of refuse ... [and] all commercial units are required to utilize the solid waste collection service provided by the City of Albany or a service provided by an approved state certified hauler operating under permit from the city manager ... nothing in this paragraph or anywhere in this article shall be construed as a surrender by the City of Albany of its legal authority to franchise commercial collectors of refuse or to become the sole and exclusive hauler of all refuse, including commercial and industrial, in the City of Albany"; and

WHEREAS, pursuant to an Act of the General Assembly of the State of Georgia (Ga. Laws 1971, p. 3323, *et seq.*), the City's Charter (the "City Charter") was amended to add new Section (19), providing, "The City of Albany shall have the power and authority to extend its garbage, refuse and rubbish collection services into Dougherty County beyond the corporate limits of the City of Albany where authorized by contract with Dougherty County"; and

WHEREAS, the County has also determined in that connection that it is imperative to maintain the public purpose and financial viability of the Landfill to provide the resources necessary to ensure prudent operation, monitoring, maintenance and capital additions and improvements, and the best way to accomplish the aforesaid goals and results is to enter into the Intergovernmental Contract with the City to provide for the collection by or on behalf of the City

of all municipal solid waste generated in the incorporated and unincorporated areas of the County for disposal in accordance with the terms of the Intergovernmental Contract; and

WHEREAS, County Code Section 2-14-2 grants to the County the power to regulate and control all public or private solid waste collection, disposal systems, methods and sites, as follows: "the board of commissioners, in order to protect health and safety of the people in the county, authorizes and directs its county administrator, by implementing and enforcing the provisions of these regulations, to control the storage, collection and disposal of solid waste in the unincorporated areas of the county ... and regulate the establishment, maintenance and operation of public or private solid waste collection and/or disposal systems, methods or sites"; and

WHEREAS, the County has retained R. W. Beck, Orlando, Florida, consulting engineers ("Beck"), to study and review the Comprehensive Solid Waste Management Plan, the Landfill and current collection practices in the County to determine the continuing viability and applicability of the Plan, and Beck has prepared the "Dougherty County Landfill Efficiency Study and Financial Analysis," dated March 29, 2004 (the "Study"), containing its findings, and the County has presented the Study to the City; and

WHEREAS, Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia (the "Intergovernmental Contracts Provision") provides, in pertinent part, that a City and a County may contract with each other for periods of up to 50 years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment that the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the City has determined, after diligent analysis and review of the Plan and the Study, that it is in the best interest of the City and its citizenry, and is consistent with the City's powers pursuant to the Constitution of the State of Georgia and other applicable law, to contract with the County as hereinafter described to cause the County to continue to operate the Landfill and to agree in such contract (i) to provide, or cause to be provided through an open procurement process with licensed and permitted private haulers, all collection services with respect to municipal solid waste generated in the City, and (ii) to initiate the full implementation and phasing in of the collection portion of the Plan, including through the agreement to provide or cause to be provided collection services in the unincorporated areas of the County in accordance with the provisions of the hereinafter defined Intergovernmental Contract; and

WHEREAS, the County has agreed to continue to operate the Landfill as a publicly owned disposal site for such waste; and

FOR AND IN CONSIDERATION of the premises and the mutual covenants and agreements herein contained, the parties hereby agree as follows:

ARTICLE I

TERM AND DEFINITIONS

Section 101. Term. This Contract is dated as of August 2, 2004, its effective date, and shall expire 30 days after the next Solid Waste Management Plan is due at the Department of Community Affairs (which is currently June 30, 2006), and if neither party has given the other written notice of a desire to not renew this Agreement within 30 days of its expiration, then there shall be successive automatic renewals under these same terms for a period expiring 30 days after the subsequent Solid Waste Management Plan is due at the Department of Community Affairs (which is currently June 30, 2016), provided if at a sooner time the Landfill no longer has capacity to fulfill the purpose of this Agreement, the Agreement is ended.

Section 102. Definitions.

(a) Those words which are defined in O.C.G. A. Section 12-8-22 shall have the same meaning when used herein as defined in said Code Section.

(b) As used herein, the term:

“Collection Services” means the collection of Municipal Solid Waste.

“Disposal Services” means the provision of a Municipal Solid Waste landfill.

(c) “Municipal Solid Waste” means any solid waste derived from households, including garbage, trash, and solid waste from single family and multi-family residences, hotels and motels, bunkhouses, campgrounds, picnic grounds, and day use recreation areas. The term also includes all types of solid waste generated by stores, offices, restaurants, warehouses, and manufacturing or industrial processes or operations that are not a hazardous waste regulated under Part One of Article Three of the “Georgia Hazardous Waste Management Act”. Provided, however, that the following categories of waste are specifically deleted from the defined term:

(i) Construction/Demolition Waste which is defined to include waste building materials and rubble resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings and other structures. Such waste include, but are not limited to, asbestos containing waste, wood, brick, metal, concrete, wallboard, paper, cardboard, and other non-putrescible wastes which have a low potential for groundwater contamination; and

(ii) Inert Waste which is defined to include only those wastes which are not or are not likely to cause production of leachate of environmental concerns. Such wastes are limited to earth and earth like products, concrete, cured asphalt, rock, bricks, yard trimmings, stumps, limbs and leaves.

Section 103. Preambles. The City and the County hereby acknowledge and agree that the statements and conclusions set forth in the preambles are correct and hereby incorporate the foregoing preambles into this Contract as a part of their mutual agreements and covenants.

ARTICLE II

REPRESENTATIONS

Section 201. Representations by the City and the County. The City and the County each hereby makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a municipal corporation of the State of Georgia, and the County is a political subdivision of the State of Georgia, duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the City and the County are each authorized to execute, deliver and perform their respective obligations under this Contract. Each of the City and the County duly authorized the execution, delivery and performance of this Contract. This Contract is a valid, binding and enforceable obligation of each of the City and the County.

(b) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Contract by each of the City and the County.

(c) The authorization, execution, delivery and performance by each of the City and the County of this Contract do not violate the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(d) The City has the right to franchise commercial collectors of refuse, or to become the sole and exclusive hauler of all refuse, including commercial and industrial, in the City of Albany pursuant to Albany Code Section 14-52(2) and further has the right to extend its solid waste collection services into the unincorporated areas of Dougherty County pursuant to Ga. Laws 1971, p. 3323, *et seq.*

(e) The County has the right, pursuant to County Code Section 2-14-2, in order to protect the health and safety of the people in the County, to regulate the establishment, maintenance and operation of public or private solid waste collection and/or disposal systems, methods or sites.

(f) The consolidation of all solid waste collection services in the City and the County and the disposal of such solid waste at the County owned and maintained Landfill will benefit the public welfare by increasing the procedural efficiency and safety in collection and disposal services.

ARTICLE III

CERTAIN OBLIGATIONS OF THE CITY AND THE COUNTY

Section 301. Municipal Solid Waste Collection Services. The City shall provide, or cause to be provided, Collection Services for all Municipal Solid Waste generated in the incorporated or unincorporated areas of the County, subject to the following:

(a) The City is currently providing Collection Services for all Municipal Solid Waste generated by residential establishments within the City. The City agrees that during the term of this Contract that it shall continue its Collection Services with respect to all such Municipal Solid Waste generated by residential establishments and that it will deliver, or cause to be delivered, such residential Municipal Solid Waste for disposal at the County Landfill. In order to facilitate this commitment, the City shall include as a term of any contract entered into by it and a private hauler pertaining to the collection of Municipal Solid waste generated by residential establishments in the City the requirement that such private hauler deliver such waste for disposal to the County Landfill.

(b) The City currently provides Collection Services for some of the Municipal Solid Waste generated by commercial establishments within the City. The City agrees that during the term of this Contract that it shall continue its Collection Services with respect to all such Municipal Solid Waste generated by commercial establishments and that it will deliver, or cause to be delivered, such Municipal Solid Waste for disposal at the County Landfill. In order to facilitate this commitment, the City shall include as a term of any contract entered into by it and a private hauler pertaining to the collection of Municipal Solid Waste generated by commercial establishments in the City the requirement that such private hauler deliver such waste for disposal to the County Landfill. Additionally, to the extent that the City expands its collection services of Municipal Solid Waste generated by commercial establishments in the City, it shall deliver, or cause to be delivered, such additional Municipal Solid Waste to the County Landfill.

(c) The City agrees that it shall phase in collection services for all Municipal Solid Waste generated in the unincorporated portion of the County and, upon providing such collection services, shall deliver, or cause to be delivered, such Municipal Solid Waste for disposal to the County Landfill. The City shall phase in such collection services with respect to Municipal Solid Waste generated in the unincorporated portion of the County at such time, as it determines in its discretion, that it is financially feasible to provide such services at cost based rates which do not unduly discriminate with rates charged by the City for collection services to City residents.

(d) The City agrees that it will not unduly discriminate between City residents and County residents with respect to rates and charges for collection services.

Section 302. Municipal Solid Waste Disposal Services. The County shall provide Disposal Services in the Dougherty County Landfill for all Municipal Solid Waste generated in the incorporated and unincorporated areas of the County. The County further agrees that it will not unduly discriminate with respect to the rates and charges for Disposal Services between

Municipal Solid Waste generated in the City and Municipal Solid Waste generated in the unincorporated areas of the County.

Section 303. Records and Accounts. The City will keep accurate records and accounts relating to administration of Collection Services, and the County will keep accurate records and accounts relating to Disposal Services. Said accounts shall be included, as applicable, in the each of the City's and the County's respective financial statements, which shall be subject to an annual audit by a firm of independent certified public accountants.

ARTICLE IV

MISCELLANEOUS GENERAL PROVISIONS

Section 401. Termination or Amendment of Contract. This Contract may be amended by instrument in writing executed with the same formality as this Contract.

Section 402. Indemnification. To the extent permitted by law, the County hereby agrees to indemnify and hold harmless the City and its officers, employees and agents from and against any and all claims, damages, losses, liabilities, costs or expenses whatsoever that the City may incur, including reasonable attorneys' fees, by reason of claims resulting from the agreement of the City in this Contract to deliver, or cause to be delivered, Municipal Solid Waste to the Dougherty County Landfill as opposed to any other disposal facility; provided, however, that such indemnification shall not extend to the gross negligence or willful misconduct of the City or its officers, employees or agents or to the provision of Collection Services by the City or its officers, employees, agents or designees generally, but rather only to the agreement by the City pursuant to this Contract to deliver, or cause to be delivered, Municipal Solid Waste generated within Dougherty County to the Dougherty County Landfill and no other disposal facility.

Section 403. Assignment of Agreement. This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this Agreement; neither this Agreement nor any interest herein shall be transferred or assigned by either party hereto except with the consent in writing of the other party hereto.

ARTICLE V

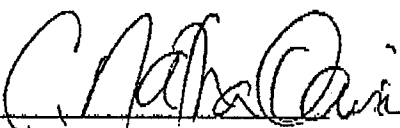
SEVERABILITY

Whenever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein unless the deletion of such provision or provisions

would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable or would frustrate either party's commercial purpose in entering into this Agreement. In the event of such a material change or frustration of commercial purpose, this Agreement shall be subject to rescission at the election of either party.

IN WITNESS WHEREOF, the City has caused this Contract to be executed in its name by its Mayor and has caused its seal to be hereunto impressed and attested by its Clerk; the County has caused this Contract to be executed in its name by the Chairman of its Board of Commissioners and its seal to be hereunto impressed and attested by its Clerk, and delivery hereof by the City and the County is hereby acknowledged, all as of the day and year first above written.

APPROVED AS TO FORM:


City Attorney

CITY OF ALBANY

By: 

Mayor

Attest: 

Clerk

(SEAL)

DOUGHERTY COUNTY

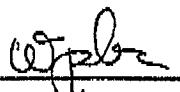
By: 

Chairman, Board of Commissioners

Attest: 

Clerk

APPROVED AS TO FORM:


County Attorney

Appendix B

CITY OF ALBANY
COMPREHENSIVE SOLID WASTE, WASTEWATER
AND SEWER PRE-TREATMENT ORDINANCE



**COMPREHENSIVE
SOLID WASTE, WASTEWATER
AND SEWER
PRE-TREATMENT
ORDINANCE
05-111**

Approved 6-29-05

AN ORDINANCE
ENTITLED
AN ORDINANCE AMENDING ARTICLE III OF
CHAPTER 14 OF THE CODE OF ORDINANCES
OF THE CITY OF ALBANY, GEORGIA TO BE
KNOWN AS THE CITY OF ALBANY'S
COMPREHENSIVE SOLID WASTE,
WASTEWATER AND SEWER PRETREATMENT
ORDINANCE; REPEALING PRIOR
ORDINANCES IN CONFLICT AND FOR OTHER
PURPOSES.

BE IT ORDAINED by the Board of Commissioners of the City of Albany, Georgia and it is hereby ordained by authority of same:

SECTION 1. From and after adoption of this Ordinance, the present Article III of Chapter 14 of the Code of Ordinances of the City of Albany, Georgia is hereby deleted.

SECTION 2. From and after adoption of this Ordinance, Article III of Chapter 14 of the Code of Ordinances of the City of Albany, Georgia shall read as follows:

Sec. 14.50. This chapter shall be known as the City of Albany's Comprehensive Solid Waste, Wastewater and Sewer Pretreatment Ordinance. Sec. 14-51 through Sec. 14-59 shall apply to the preparation, storage, collection and disposal of all solid waste and shall prohibit unsanitary conditions in the corporate limits as presently or hereafter established. Sec. 14-60 through Sec. 14-138 shall apply to the Wastewater and Sewer Pretreatment Ordinance.

Sec. 14.51. Solid Waste Definitions. For the purpose of this article the following terms, phrases, words and their derivations shall have the meaning indicated herein. Unless the context requires otherwise, words used in the present tense include the future, and all definitions shall be applicable equally to the singular and the plural, and to the male and the female, form of such terms. The word "shall" is mandatory; the word "may" is permissive.

(1) Ashes. The residue from the burning of wood, coal, coke or other combustible materials.

(2) Building Materials. Any material defined as, but not limited to, lumber, brick, block, stone, carpet, plumbing materials, plaster, concrete, roofing, floor tile, gutters or other substances accumulated as a result of the construction of or repairs or additions to structures or accessory structures or the demolition of such.

(3) Business Trash. Any accumulation of paper, cardboard, packaging materials, rags, or accumulations other than garbage or household trash, which result from the operation of stores, offices, and similar business or commercial enterprises.

(4) City Manager. The city manager of the City of Albany or his/her duly authorized representative.

(5) Commercial Establishment. Any hotel, motel, restaurant, business, public or semipublic establishment of any kind, and any master-metered apartment. An operation conducted from a residence requiring a business license is a commercial establishment for purposes of this article.

(6) Container. A refuse receptacle.

(7) Disposal Site. An area, location, tract of land or facility used or intended to be used for the disposal of solid waste, putrescible waste, or other waste.

(8) Garbage. The by-product resulting from the growing, harvesting, processing, handling, preparation, cooking, or consumption of animal or vegetable food, or other matter which is subject to decomposition, decay, putrefaction for the generation of noxious or offensive gases or odors, or which during or after decay may serve as breeding areas or feeding material for flies, insects, or animals.

(9) Hazardous Refuse. Materials which constitute a hazard to health or safety, such as poison, acids, caustic matter or solutions, chemicals, infected materials, offal, fecal matter, explosives, radioactive materials, and highly flammable substances.

(10) Household Trash. Waste accumulation usually attendant upon housekeeping, such as paper, sweepings, dust, rags, bottles, cans or other matter of any kind, other than garbage.

(11) Industrial Establishment. Any establishment involved in the manufacture or assembly of a product or any part thereof.

(12) Industrial Waste. All waste, including solids, semisolids, sludges, and liquids, created by or resulting from the operation of factories, processing plants or other manufacturing enterprises.

(13) Litter. All discarded manmade materials, including, but not limited to, garbage, household trash, industrial waste, building materials, appliances, or portions thereof, refuse, waste materials, sand, gravel, slag, brickbats, rubbish, tin cans, trash, debris, dead animals or any other discarded, used or unconsumed substance which is not handled in accordance with the provisions of this article.

(14) Loading and Unloading Area. A space or area used by any moving vehicle for the purpose of receiving, shipping and transporting goods, wares, commodities and persons.

(15) Master-Metered Apartments. Those complexes where the solid waste billing is paid by the owner or owners of the complex

(16) Multiple Family Dwelling (Multifamily). A building designed for or occupied by two (2) or more families, such as apartments, duplexes, and triplexes.

(17) Person. Any natural person, whether owner, agent, or tenant; any corporation, partnership, association, firm, receiver, guardian, trustee, executor, administrator, fiduciary, occupant, lessee, tenant, or representative of any of same.

(18) Refuse. Solid waste accumulations consisting of any combination of ashes, building material, garbage, hazardous refuse, household trash, and other waste or discarded materials of all kinds.

(19) Refuse Receptacle. A container approved by the director as acceptable for the temporary reception and storage of refuse pending transportation to a permanent disposal site. The term shall include plastic bags where approved by the director.

(20) Scavenge or Scavenging. The unauthorized and uncontrolled retrieval of discarded refuse materials.

(21) Stormwater Maintenance. A basic purpose of stormwater maintenance is removal of debris not only from holding ponds and ditches but also street sweeping so as to remove debris from street gutters/catch basins. The flat topography of City of Albany strongly favors regular street sweeping. The City of Albany's effort to meet this challenge includes a fleet of jet vacs, street sweepers, heavy equipment and personnel. Further, the City of Albany must operate and maintain a large number of pumping stations.

(22) Tree, Shrubbery and Lawn Trimmings. Waste accumulation of tree branches, tree limbs, parts of trees, bushes, shrubbery cuttings or clippings, grass clippings or other natural waste.

(23) Yard Trimmings. Leaves, brush, grass clippings, shrub and tree pruning discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from landscaping development and maintenance.

Sec. 14-52. Administration.

(1) Authority of City Manager. The city manager shall have charge of the administration of this article. The collection, transportation, and disposal by the city's solid waste division, public works department, of all materials regulated by this article shall be under the supervision and control of the city manager. The city manager is authorized, with the approval of the governing body, to

adopt and promulgate rules and regulations to carryout this article. Without limiting the generality of the foregoing, the City Manager may set the fees for all services performed by the City of Albany as well as rules regarding conveyance and disposal, including but not limited to the size, type, specifications, number and location of all containers. Such rules and regulations shall have the force of law, but shall not be contrary to anything in this article, but supplementary thereto. This article and the rules and regulations of the city manager promulgated hereunder, shall apply to the storage, collection, transportation and disposition of refuse in the city by private collectors, as well as by the city solid waste collection service. No solid waste collection of any kind shall be collected in a residential area before 6:00 a.m. by any public or private collection service. The City Manager shall ensure that all fees collected under this ordinance are maintained in a separate enterprise account and used exclusively for the carrying out of this solid waste disposal/maintenance system.

(2) Residential and Commercial Service. All single-family residential units in the City of Albany are required to utilize the solid waste collection service of the City of Albany for the disposition of refuse. Garbage shall be collected once-a-week and tree, shrubbery and lawn trimmings shall be collected twice per month.

All commercial units are required to utilize the solid waste collection service provided by the City of Albany or a service provided by an approved state certified hauler operating under permit from the city manager.

Nothing in this paragraph or anywhere in this article shall be construed as a surrender by the City of Albany of its legal authority to franchise commercial collectors of refuse, or to become the sole and exclusive hauler of all refuse, including commercial and industrial, in the City of Albany.

(3) Receptacles and Containers Required. Every person in possession, charge or control of any building or premises upon which refuse is accumulated or produced shall be required by this article to provide and keep in a suitable place readily accessible to the solid waste collection crews of the City of Albany, or to the private collectors, as the case may be, receptacles and containers approved by the city manager as suitable for the storage of all such refuse which will normally accumulate between the established collection dates. The city manager shall determine the type, size, specifications, number and location of said receptacles and shall determine whether said receptacles and containers are in a serviceable condition.

(4) Receptacles and Containers to be Safe. All receptacles and containers shall be maintained in good serviceable condition at all times. Any receptacle or container which does not conform to the requirements of this article or to the rules and regulations of the city manager, or which has ragged or sharp edges or other defects likely to hamper or injure the person collecting the contents therefrom or the public generally, shall be replaced promptly by the user thereof. If any such container, after request, has not been replaced, the director shall have the right to suspend further collection of refuse from such container until such time as the container is brought into compliance with this article.

Sec. 14-53. Pre-Collection Practices.

(1) The following practices and procedures shall be followed by persons within the corporate limits of the City of Albany in order to facilitate the collection of solid waste.

- a. Refuse. All refuse shall be placed and maintained in containers satisfying the requirements of this article and of the rules and regulations of the city manager. Containers shall be maintained at all times with tight fitting lids or covers, and secured in such manner as to prevent the overturning by the elements or by dogs or other animals.
- b. Garbage. Garbage placed in containers for collection shall be enclosed in paper or plastic bags. Household trash shall be drained of all liquids prior to its being placed in refuse receptacles. Household trash shall be combined with garbage. All paper boxes shall be flattened and placed by the container to be picked up once per week along with regular garbage service.
- c. Injurious Trash Items. Waste material with potential for inflicting injury, such as broken glass, light bulbs, sharp pieces of metal, fluorescent tubes, and television tubes, shall be securely packaged or wrapped in such a manner as will prevent injury to the collection crews or other persons. The provisions of this paragraph shall not apply to material placed in mechanically handled containers.
- d. Hazardous Refuse. Hazardous refuse as defined in this article will not be collected by the solid waste collection service of the City of Albany. No person shall place any items of hazardous refuse in any refuse receptacle or other container for collection by the city. Federal and state hazardous waste laws shall be observed by all persons, and any violations will be reported to the applicable state or federal authorities.
- e. Building Materials. Building materials left by a paid professional will not be collected by the City of Albany collection service. The owner of the premises or contractor, builder or person, doing the repairs, remodeling construction or demolition shall be required to haul away and legally dispose of all such debris. However, three (3) cubic yards will be picked up at no cost to the citizen if the remodeling is done by the property owner/tenant living in the structure.
- f. Tree and Vegetation Removal-Home Occupants. The city will remove trees cut by the owner or occupant upon the required fee being paid. The city shall not be responsible for collecting or hauling trees and stumps left by or resulting from the operation of commercial tree trimmers, landscapers,

grading contractors, building contractors, lawn services, or other commercial workmen.

- g. Tree trimmings and shrubbery cuttings removal. Tree trimmings and shrubbery cuttings must be cut in lengths of ten (10) feet or less, and shall be placed in an orderly manner adjacent to the alley or curb of the property where alleys are not available from which the materials originate or wherever designated by the Solid Waste Superintendent.
- h. Yard Trimmings. Yard trimmings shall not be mixed with any other debris. Yard trimmings shall be placed adjacent to the alley or curb of the property where alleys are not available from which the materials originate or wherever designated by the Solid Waste Superintendent. It shall be the owner/occupant/tenant responsibility to separate all debris and place in separate piles for collection.
- i. Ashes. It shall be unlawful to deposit hot ashes in garbage containers. Ashes or clinkers shall not be placed or deposited upon streets, sidewalks or sideparks.
- j. Pet Litter. Pet litter must be placed in securely tied plastic bags not to exceed ten (10) pounds in weight and placed in the container.
- k. Household Furniture and Furnishings. Upon request, the city shall collect discarded or junked household items such as: Sofas, chairs, beds, yard furniture, clothing, swings, and other such items. The date of pick up shall be provided when service is requested.
- l. Appliances. The city will pick up household appliances at no charge such as: Stoves, refrigerators, washers, dryers, etc., pick up will be scheduled upon request.
- m. Disposable Diapers. Disposable diapers must be placed and tied securely in plastic bags and placed in your regular container.
- n. Litter. Every owner, occupant or tenant of any building shall be required to maintain garbage/litter storage areas in a clean condition and to insure that all garbage/litter is properly containerized.

Sec. 14-54. Collection practices.

(1) Residential. Garbage and household trash accumulated by residence shall be stored in refuse receptacles complying with the requirements of the city manager as to size, shape, and materials, and shall be placed at such locations convenient for servicing by the solid waste collection service of the city as shall be designated by the city manager for weekly pick up. Service for disabled

citizens will be handled on a case by case basis, once disability is certified by a licensed physician, and the certification is submitted to the solid waste division for approval.

(2) Commercial. Refuse accumulated by commercial establishments shall be stored in containers meeting the requirements of the Solid Waste Superintendent as to size, shape, and materials, and such receptacles compatible with the collection equipment and methods of the city's solid waste collection service designated by the superintendent. The provisions of this paragraph apply to private solid waste collection as well as to city.

(3) Issuance of Permits. The building inspector of the city shall not issue a building permit for industrial, commercial or multifamily dwellings until the Solid Waste Superintendent gives his approval to proposed plans for the storage and collection of solid waste.

(4) Location of Containers. The city will not collect solid waste from industrial, commercial, or multifamily dwellings unless the solid waste is placed in approved containers and located at a place approved by the Solid Waste Superintendent.

(5) Multifamily Units. All multifamily units of six (6) or more units serviced by the city shall be containerized with plastic or metal containers furnished by the city.

(6) Construction Site. The property owner or prime contractors in charge of a construction site are required to furnish suitable construction debris containers for construction waste. All litter from construction or related activities shall be containerized and shall be picked up and placed in containers at the end of each work day.

(7) Tires. See Section VIII for this article.

Sec. 14-55. Wheeled garbage containers.

(1) Inspections. Where a wheeled garbage container is furnished by the city, it shall be the only container authorized for garbage collection and shall be subject to inspection by the solid waste division. Should additional containers be needed, they may be obtained for a fee by contacting the solid waste division of the public works department.

(2) Placing for Collection. The owner, occupant, tenant or other person occupying any building, house or structure within the city as a residence or business using a wheeled garbage container shall have said container at the curb or designated location not earlier than 5:00 p.m. of the day before, and not later than 7:00 a.m. on the designated garbage pick up days.

(3) Removal After Collection. The owner, occupant, tenant or other person occupying any building, house or structure within the city as a residence or business using a wheeled garbage container for curbside service shall return said container to the side or rear of building no later than 7:00 p.m. on designated garbage pick up days.

(4) Vacating Dwelling. Wheeled garbage containers furnished by the city shall not be

removed from the premises to which they are delivered.

(5) Lost, Damaged, or Stolen Container. In the event the wheeled garbage container furnished by the city is lost, damaged, stolen, or destroyed through negligence of the person to whom the container was assigned, the person shall reimburse the city for the cost of a replacement container.

Sec. 14-56. Commercial Establishments.

(1) General. Commercial establishments shall store refuse in containers meeting the requirements of this article and of the rules and regulations promulgated by the City Manager so as to eliminate wind driven debris and unsightly litter in and about the establishment. Any spillage or overflow shall be cleaned up immediately by said establishment.

(2) Loading and Unloading Areas. All loading and unloading areas shall be provided with refuse receptacles for loose debris, paper, packaging materials and other trash and refuse. The owner or occupant of the commercial establishment shall place a sufficient number of containers, not less than the number required by the city manager for that establishment, in said area to maintain a clean, neat and sanitary condition at all times. The occupant of the premise shall maintain surveillance to insure that all refuse is placed in the proper container and that the area is kept clean and free of litter.

Sec. 14-57. Prohibited Activities. The following activities are hereby declared to be unlawful and in violation of this article:

(1) Public Streets and Private Property. No person shall place any litter, refuse, garbage or trash in any street, median strip, alley or other public place of travel, nor upon any other public property, nor upon any private property.

(2) Blockage of Drainage. No person shall place any litter, refuse, trash, trees, grass, refuse receptacles, containers, or garbage on, over or near any storm drain or drainage ditch, street gutter, manhole, catch basin, or so close thereto as to cause such material to interfere in any way with such drainage.

(3) Appliances. No person shall leave outside any building in a place accessible to children any appliance, refrigerator, or other container which has an airtight snap lock or similar device without first removing therefrom the door. This section shall not apply to any appliance, refrigerator or container which has been placed on or adjacent to the rear of the building and which has been crated, strapped or locked so that it will be impossible for a child to obtain access to any compartment thereof.

(4) Vacant Units, Lots and Rental Units. The city will not remove garbage, trash, building material, household trash, tires, appliances, or tree shrubbery or lawn trimmings or any other debris that is accumulated. Once advised of a violation of the above in writing, the owner/manager shall have seven (7) calendar days to remove or have removed all debris. If not accomplished in allotted time, the city shall dispose of the debris and charge the owner/manager the amount necessary to pay for such removal.

(5) Scavenging. No person other than the owner thereof shall disturb or interfere with any container used for the purpose of storing refuse pending its collection, or remove any contents therefrom or remove such container from its location.

(6) Scattering of Refuse and Littering Prohibited. No person shall:

- a. Throw or deposit any refuse on any public or private street or to scatter such refuse or litter on any public or private property.
- b. Throw or deposit any refuse, trash or debris in any marsh area, stream, drainage ditch, body of water, beach area or catch basin.

(7) Use of Streets. It shall be unlawful for any vehicle transporting loose materials on any of the streets of the City of Albany to transport same without suitable covers securely fastened to the vehicle in such manner as to prevent said loose material from being deposited on the streets or adjoining areas.

(8) Accumulation of Litter. No owner or occupant of any property in the city shall allow litter, garbage, refuse, rubbish, filth, carrion, and debris to accumulate thereon. If any owner, occupant, or other person responsible for the existence of any of said conditions shall fail to remedy said conditions within seven (7) calendar days, after notice to remedy the same from the city manager, solid waste division of the public works department, inspection department or the police department, said condition shall be a violation of this article and punishable hereunder, and abatable as a nuisance.

(9) Unlawful Dumping. It shall be unlawful for any person to deposit, drop, dump, or otherwise leave any litter on the premises of any private or public property, and without complying with the other provisions of this article or the rules and regulations of the city manager adopted pursuant hereto.

(10) Ownership of Refuse. All refuse, including refuse deposited in refuse containers provided by the city, shall be and shall remain the property of the owner or occupant until the same has been placed in city vehicles. The City of Albany has no responsibility or liability for any injuries or damage resulting from said refuse.

(11) Raking and Blowing. It shall be unlawful to rake, blow or let accumulate, any grass clippings, leaves, or any other debris on or in any street, sidewalk or catch basin.

(12) Solid Waste Not Generated on Property. It shall be unlawful for any person to place solid waste of any kind in or on any private or public commercial container or on any property or location different from where the solid waste was generated.

(13) Container Location. It shall be unlawful for the owner, occupant or tenant to remove wheeled garbage containers from the property or premise to where said container was delivered.

Sec. 14-58. Disposal of Tires and Solid Waste Schedule of Fees.

(a) No passenger tires (cars and pickup trucks), or truck tires, or farm tractor tires shall be mixed or mingled with other garbage, trash, litter or waste.

(b) Four (4) passenger tires per calendar year will be picked up by city forces of said for residential owner, occupant or tenant. All other tires shall be picked up only in accordance with the city's special pickup policy. Persons desiring the city to pick up tires shall place said tires for pickup by city forces, separating passenger tires (cars and pickup trucks), other truck tires, and farm tractor tires into three (3) separate piles. Such persons shall then call the solid waste division of the city and make arrangements for pickup by city forces.

(c) There shall be collected by the city for picking up tires the following fees:

Passenger tires as above defined, \$1.50 per tire;
Other truck tires, \$5.00 per tire;
Farm tractor tires, \$50.00 per tire.

(d) Disposal of waste tires.

(1) As used in this section, the following terms shall have the meanings indicated:

- a. Waste tire generator: Any dealer in automobile, motorcycle, heavy equipment or truck tires, filling station, garage or other business that sells new or used tires and which retains the customer's used tire after replacement. No more than five hundred (500) waste or used tires may be retained at his/her place of business.
- b. Waste tire: Any automobile, motorcycle, heavy equipment or truck tire retained by a waste tire generator after having replaced a customer's tire with a new or used tire.
- c. Permitted disposal facility: Any facility which is permitted by the Georgia Department of Natural Resources, Environmental Protection Division for the treatment, utilization, processing or deposition of solid waste.
- d. Recapping facility: Any facility which remanufactures waste tires for reuse.
- e. Waste tire hauler: Any person, firm or corporation which transports waste tires for hire.
- f. Scrap tire sorter: Any person, other than the original scrap tire generator, who handles mixed tires by separating used tires and

retreadable casings from scrap tires.

- (2) All waste tire generators and waste tire haulers shall dispose of all waste tires at a permitted disposal facility or recapping facility. All waste tire generators shall remove, or cause to be removed, all waste tires from their business premises at least once each month.
 - (3) Each waste tire generator and waste tire hauler shall be required to keep adequate records to document their company or person removing the tires, the date removed, the number of tires removed, and the final disposal site of said tires. The business premises of each waste tire generator and the records required above shall be subject to inspection by the public works solid waste division inspectors at any time said business is open to the public.
 - (4) Persons engaged in sorting mixed tires shall obtain a scrap tire generator identification number issued by the Georgia Department of Natural Resources, Environmental Protection Division and shall insure that the scrap tires are transported to a scrap tire end user or recycler, processor or disposal facility approved by the environmental protection division. Said sorter shall have no more than three thousand (3,000) tires at his/her business at any time.
 - (5) The scrap tire portion of the State of Georgia's Rules for Solid Waste Management, as such law presently exists is hereby adopted in its entirety. In the event of a conflict with the Code of Ordinances of the City of Albany, the more stringent regulations shall take precedence.
 - (6) It shall be unlawful for any person, firm or corporation to violate any of the requirements of this section. Every person, firm or corporation convicted in municipal court of the City of Albany for violation of this section shall be subject to a fine up to the maximum fine as provided by law.
 - (7) All waste tires shall be enclosed or covered as to prevent waste tires from holding rain water.
- (e) Solid waste fee schedule (effective July 1, 2005).

Subject to annual CPI increase and/or cost of living adjustment.

(See next page for schedule.)

I. Commercial/Apartments (Master-Metered)

A. Metal Containers:

- | | | |
|----|--|-------------------|
| 1. | Two (2) times/week | \$3.65/CY |
| 2. | Scheduled additional service | 3.65/CY |
| 3. | Non-Scheduled (By Request) | \$35.00 + 3.65/CY |
| 4. | Non-Scheduled after hours,
Holidays, etc. | \$50.00 + 3.65/CY |

B. Plastic Barrel Service:

- | | | |
|----|-----------------------------------|------------|
| 1. | 90 Gallon – One (1) time per week | \$22.10/MO |
| 2. | Scheduled additional service | 3.65/CY |
| 3. | Non-Scheduled (By Request) | 3.65/CY |

II. Residential/Apartments (Individually Metered)

- | | | |
|----|--|------------|
| A. | Metal Containers – Two (2) times/week | \$22.10/MO |
| B. | Barrel – 90 Gallon – One (1) time/week | \$22.10/MO |

III. Special Services

- | | | |
|----|--|----------------------------------|
| A. | Swa-cars (each trailer load – customer loaded) | \$50.00 each
plus tipping fee |
| B. | Swa-cars (each trailer load – city loaded) | \$170.00 each |

The rates are subject to an annual increase in accordance with the most recent annual Consumer Price Index for the South Urban, Size C region on July 1 of each year.

(f) Franchise fee. A franchise fee of five percent (5%) of gross revenue shall be charged to all private collectors of solid waste within the city.

Sec. 14-59. Enforcement of this Ordinance.

(1) General. It is the principal objective of this article to attain a clean and litter-free community and encourage recycling of selected material through education and voluntary compliance. Enforcement procedures shall be utilized only where other means fail.

(2) Solid Waste Management Plans. A solid waste management plan must be submitted with every application for a building permit. The inspection department shall obtain the approval of the city manager of said solid waste management plan.

(3) Monitoring by Employees. Solid waste collection employees, inspection department employees, city policemen, and other city employees shall be alert to observe violations of the provisions of this article, including, but without limitation, loose trash and garbage, waste, litter, containers not in compliance, or any other thing or matter which may be in violation of this article or of the rules and regulations of the director. An employee observing such violations shall report the same to his or her supervisor, who in turn shall cause the information to be conveyed to the solid waste division of the public works department for required action.

(4) Penalty for Violation. The violation of any provision of this article, or of the rules and regulations of the city manager promulgated hereunder, or the failure to do any act or meet any standard required thereby, or the failure to comply in any way with any requirement of this article or said rules and regulations, shall constitute an offense triable in the Municipal Court of the City of Albany, and punishable as provided in sections 1-17 and 1-18 of the Code of the City of Albany by a fine of not less than one hundred dollars (\$100.00) and not more than one thousand dollars (\$1,000.00).

(5) Prima Facie Case. Whenever litter is thrown, deposited, dropped, or dumped from any motor vehicle, boat, airplane, wagon, wheelbarrow, or other conveyance in violation of this article or the rules and regulations promulgated by the director hereunder, it shall be prima facie evidence that the operator of the conveyance has violated this article.

(6) Presumption. Whenever any litter which is dumped, deposited, thrown, or left on public or private property in violation of this article or of the rules and regulations promulgated by the city manager hereunder is discovered to contain any article or articles, including but not limited to letters, bills, publications, or other writings which display the name of a person thereon in such manner as to indicate that the article belongs or belonged to such person, it shall be a rebuttal presumption that such person has violated this ordinance.

(7) Specific Penalties Cumulative. Where any paragraph of this article contains specific remedies or punishments, said specific remedies or punishments shall not be exclusive, but shall be in addition to all other remedies and punishments provided herein or otherwise provided by law for the violation of or noncompliance with this article or the rules and regulations of the director.

(8) Additional Penalties. In addition to all punishments and penalties provided anywhere in this article, otherwise by law, the Municipal Court Judge of the City of Albany may impose the following additional or alternative sentences, either as a direct sentence, or as a condition to probation:

(a) The municipal court judge may direct the convicted person to pick up and remove from any public street or highway or public right-of-way, for a distance not to exceed one (1) mile, any litter he has deposited and any and all litter deposited thereon by anyone else prior to the date of the execution of the sentence; or

(b) The municipal court judge may direct the convicted person to pick up and remove from any public beach, public park, private right-of-way, or, with the prior permission of the

legal owner or tenant in lawful possession of such property, any private property upon which it can be established by competent evidence that the person has deposited litter, any and all litter deposited thereon by anyone prior to the date of the execution of the sentence.

(c) The court may publish the names of persons convicted of violating this article.

(9) Action in Emergencies. Nothing contained in the foregoing paragraphs or elsewhere in this article shall require intermediate measures where the violation is of such nature or degree as to constitute an immediate, clear and present danger to the health and safety of the public. The failure to take the steps provided herein shall not constitute a defense to any proceeding to enforce the provisions of this article.

(10) Nonrepealer. This section is not intended to repeal or modify in any way any other ordinance of the City of Albany relating to the abatement of or punishment for nuisances, junk, weeds, or other matters affecting the health and safety of the public. All remedies provided herein are supplemental to and in addition to all other remedies provided by the codes and ordinances of the City of Albany and by state laws.

WASTEWATER AND SEWER PRETREATMENT GENERAL PROVISIONS

Sec. 14-60. Purpose and Policy. Sec. 14-61 through Sec. 14-138 sets forth uniform requirements for users of the Publicly Owned Treatment Works (POTW) for the City of Albany (the City) and enables the City to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code 1251 *et seq.*) and the General Pretreatment Regulations (40 Code of Federal Regulations Part 403).

This Ordinance shall apply to all users of the POTW. The Ordinance authorizes the issuance of wastewater discharge permits; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires user reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

Sec. 14-61. Objectives.

- A. To prevent the introduction of pollutants into the POTW that will interfere with its operation;
- B. To prevent the introduction of pollutants into the POTW that will pass through the POTW, inadequately treated, into receiving waters, or otherwise be incompatible with the POTW;
- C. To protect the City's personnel, who may be affected by wastewater and sludge in the course of their employment, and the general public;

Appendix C

CITY OF ALBANY
WASTE COLLECTION AND HAULING AGREEMENT

WASTE COLLECTION AND HAULING SERVICE AGREEMENT

This Agreement is made and entered into this 16th day of January, 2004, by and between THE CITY OF ALBANY, GEORGIA, hereinafter referred to as "City", and TRANSWASTE SERVICES, LLC, a Georgia corporation, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City is desirous of security the services of the Contractor to operate a waste collection and hauling service to cover a specific geographic portion of the City identified in Exhibit "A", attached hereto and incorporated herein, and

WHEREAS, the Contractor desires to provide a waste collection and hauling service for the City as set forth herein.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS.

The definitions set forth in Chapter 14 of the Code of Ordinances of the City of Albany, as amended, are hereby incorporated by reference and made a part hereof. Additionally, the following terms are defined as set forth herein.

1.1 APPROVED CONTAINER – a container approved by the City as acceptable for the temporary reception and storage of refuse pending transportation to a permanent disposal site. The container shall be constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into container by vectors. This term shall include plastic bags approved by the City.

1.2 BAGS – Plastic bags designed to store and enclose Refuse with sufficient wall strength to maintain physical integrity when lifted by the top.

1.3 BULKY WASTE – Stoves, refrigerators, water heaters, washing machines dryers, furniture and other waste materials other than Construction Debris, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Approved Container.

1.4 CONSTRUCTION DEBRIS – Waste building materials resulting from construction, remodeling, repair or demolition operations.

1.5 HAZARDOUS WASTE – Any chemical compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State law or regulations.

- 1.6 PRODUCER – An occupant of a Residential Unit who generates refuse, to be dealt with under the terms of this Agreement.
- 1.7 RESIDENTIAL UNIT – A dwelling or occupied living space within the Service Area, depicted in Exhibit “A”, a served by a 90 gallon container and billed by the City’s Water, Gas & Light Department as an 0180 customer. A Residential Unit shall be deemed occupied when water, gas, or electric services, either public or private, are being supplied thereto and billed by the City.
- 1.8 RUBBISH/TRASH – All waste wood, wood products, Christmas trees, tree trimmings, grass, cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any or all other waste materials not included in the definition of Bulky Waste, Construction Debris, Garbage, Hazardous Waste or Stable Matter.
- 1.9 SERVICE AREA – All Residential Units in the City as delineated on the attached map, which is identified as Exhibit “A” to this Agreement and incorporated herein.

2. RIGHTS AND OBLIGATIONS

As set out in this Agreement, the Contractor covenants and agrees to operate residential waste collection and hauling service for the City in compliance with all rules, regulations and restrictions imposed by the Public Health Department of the State of Georgia and Chapter 14 of the Code of Ordinances of the City of Albany, as amended, and modified by the Proposal documents and specifications.

3. TERM

- 3.1 This Agreement shall be effective and binding upon the parties hereto on the date of its execution, however, performance by the Contractor shall begin on March 1, 2004. This Agreement shall be for one year with option to renew for four additional years, as per the requirements of OCGA Section 36-60-13. The City may cancel without cause upon a ninety (90) day written notice to the Contractor, or for cause as specified in this Agreement. In order to create mutuality of rights to terminate this Agreement, the Contractor also retains the right to terminate this Agreement as of any March 1, for which it has given City at least ninety (90) days prior written notice of termination.
- 3.2 In the event the Contractor or the City terminates this Agreement or the Agreement terminates on March 1, 2009, City shall be granted an additional period of time not to exceed ninety (90) days beyond the otherwise specified date

of termination during which both parties shall continue to be subject to the terms and conditions of this Agreement. Unless otherwise mutually agreed, the City must notify the Contractor prior to the forty-fifth (45th) day preceding the normal termination date (March 1), specifying how much or all of the additional ninety (90) day period it wishes the Agreement to be extended.

- 3.3 Should the Agreement be terminated for cause on the Contractor's behalf, the City shall have the right to use the Contractor's equipment and hire the Contractor's personnel until the City can either negotiate another Agreement or provide the service with City equipment and personnel, for a period not to exceed one year. The City will be responsible for providing insurance and reasonable rental on the vehicles during this time of use. The cost of the change over and any damages incurred by the City over and above operating expenses shall be borne by the Contractor.

4. SCOPE OF SERVICE

Except as may be modified herein, the basic services to be provided by the Contractor hereunder shall be for the weekly curbside and alley collection of all household Garbage generated by the Residential Units in the Service Area and the semi-monthly curbside/alley collection of Tree, Shrubbery and Lawn Trimmings, Building Materials, Bulky Waste (commonly called white and brown goods), and Tires. The collection practices shall be conducted in accordance with Chapter 14 of the Code of Ordinances of the City of Albany with subsequent amendments, as modified by the Proposal Documents and Specifications. By current house count, approximately 11,474 Residential Units shall be serviced by the Contractor under this Agreement. The actual number of Residential Units serviced by the Contractor under this Agreement may fluctuate on a monthly basis with payment to the Contractor adjusted accordingly. Unless actual physical count reflects a different number, the number of Residential Units serviced hereunder for each month shall be determined by the number of Residential Units within the Service Area billed for that month by the City Water, Gas and Light system. The Contractor may request annual house counts which shall be conducted by the Contractor (and City representatives if the City so requests) to confirm the number of Residential Units serviced by the Contractor hereunder. Upon request, at reasonable intervals the City shall provide the Contractor with a listing of customers by street and street address and the Contractor shall provide the City with exceptions to Water, Gas & Light billings for verification.

5. COMPONENT PARTS OF THE AGREEMENT DOCUMENT:

- 5.1 The Agreement Documents shall include the following documents, all of which are as fully a part of this Agreement as if herein set forth verbatim, or if not attached, as if hereto attached:

This Agreement
Specifications, Instructions and all parts of RFP Proposal Request Number 03-017
TransWaste Services, LLC. Proposal Response
The Performance Bond

The Payment Bond

- 5.2 All provisions of the Agreement Documents shall be strictly complied with and conformed to, by the Contractor, and no amendment to this Agreement shall be made except upon the signed written consent of both parties, which consents shall not be unreasonably withheld. A signed original is to be attached to the original Agreement with signed copies retained by all parties. No amendments shall be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment. To the extent that there is a conflict between any portion of the Agreement Documents and an amendment, the latter shall control.

6. EXCLUSIVE RIGHT

- 6.1 The City, as grantor, grants the Contractor, as grantee, the exclusive right during the term of this Agreement to collect and dispose of residential solid waste located within the area as defined in Exhibit "A". The City warrants that it has the authority to grant such an exclusive right as described in the Agreement and as delegated to it by the City Charter. This Agreement shall not constitute a franchise or exclusive right to collect solid waste from commercial, institutional and industrial units in the City.

- 6.2 The City covenants that during the term of this Agreement it will not engage other individuals or itself become involved in the activity of collecting and disposing of residential solid waste or any other similar activity that would impair the exclusive right of the Contractor. The Contractor's failure to perform could result in the City performing collection and disposal of said residential solid waste.

7. COMPLIANCE WITH APPLICABLE LAWS

The Parties to this Agreement agree that the laws of the State of Georgia shall govern the validity, construction, interpretation and effect of the Agreement. The Contractor shall conduct the service of residential solid waste collection and disposal as provided for by the Agreement in compliance with all applicable Federal and State regulations and laws. This Agreement and the work to be done as described herein are also subject to the provisions of all pertinent municipal ordinances, unless otherwise modified herein, and the proposal, which are hereby made apart hereof with the same force and effect as if specifically set out herein.

8. ILLEGAL AND INVALID PROVISIONS

Should any terms, provisions or other part of this Agreement be declared illegal it shall be excised and modified to conform to the appropriate Laws or regulations. Should any terms, provision or other part of this Agreement be held to be inoperative, invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws or regulations. In both cases of illegal and invalid provisions, the remainder of the Agreement shall not be affected but shall remain in full force and effect.

9. ASSIGNMENT

The Contractor may at anytime during the term hereof assign its right under this agreement to any affiliated entity, however, such assignment shall not in any way relieve the Contractor of its obligations and liabilities hereunder and the assignee thereof shall also be added as a responsible and liable party thereto and all other terms and conditions hereof shall be complied with. The assignment will require prior approval of the City, however, the City will not unreasonably withhold approval.

10. FORCE MAJEURE

From and after the Commencement Date, the contractor's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by an Act of God or such other cause or causes beyond the reasonable control of the Contractor unless such cause or causes is the result of action or non-action by the Contractor. However, even in the event of storm or other like Act of God, the Contractor shall use its best efforts to comply with its normal commitments hereunder to collect and dispose of yard trash and household waste.

11. INDEMNITY

The Contractor will indemnify and save harmless the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, damages, costs, expense and attorney's fees resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, employees in the performance of the Agreement; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of the award of the Agreement or a willful or negligent act or omission of the City, its officers, agents, servants and employees.

12. PERFORMANCE BOND

12.1 Before this Agreement can be executed, the Contractor shall furnish to the City a Performance Bond for the faithful performance of this Agreement and all obligations arising hereunder in the amount equal to approximately one hundred percent (100%) of the annual revenues for the term year. The first year Performance Bond shall be in the amount of \$2,307,816.00. It shall be executed by a surety Contractor licensed to do business in the State of Georgia, and a certificate from the surety showing that the bond premiums are paid shall be presented to the City.

12.2 Attorneys-in-fact who sign Performance Bonds must file with each bond an effectively dated copy of their power of attorney, bearing the seal of the Contractor, evidencing each agent's authority to execute the bond. In the case of extension or renewal of the Agreement, the Contractor shall furnish a

Performance Bond under the same terms as for the initial Bond. The original surety, however, is in no way obligated to extend or renew the bond.

- 12.3. The Agreement shall be subject to termination by the City at any time if said bond shall be canceled or the surety thereon relieved from liability for any reason. Notice of cancellations of the bond must be served upon the City Central Services Office thirty (30) days prior to the effective date of said cancellation. The Agreement will not be terminated if within fifteen (15) days of such notice the Contractor files with the City Central Services Office a similar bond to be effective for the balance of the Agreement Period. The surety under such Bond shall agree to provide City at least thirty (30) days written notice prior to cancellation or material reduction of the Performance Bond.

13. INSURANCE

- 13.1 During the term of this Agreement, Contractor shall maintain in full force and effect the following minimum amounts of insurance:

COVERAGE	LIMITS OF LIABILITY
Workmen's Compensation	Statutory
Employer's Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
except automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
except automobile	\$1,000,000.00 aggregate
Automobile Bodily injury	\$1,000,000.00 each person Liability
	\$1,000,000.00 each occurrence
Automobile Property	
Damage Liability	\$1,000,000.00 each occurrence
Excess Umbrella Liability	\$1,000,000.00 each occurrence

- 13.2 All insurance shall be by insurers acceptable to the City and authorized to do business in the State of Georgia. Prior to the commencement of work the Contractor shall furnish the City with certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force. Said policies shall not thereafter be canceled, permitted to expire, or be changed without thirty days advance written notice to the City.

- 13.3 The City must be an additional insured in all policies.

14. PERMITS, LICENSES AND TAXAS

The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect. The Contractor shall promptly pay all taxes required by local, state and federal laws.

15. NEWLY DEVELOPED AND ANNEXED AREAS

The Contractor will within thirty (30) days of notification by the City, provide solid waste collection services of the same frequency and quality to newly developed and annexed areas. As new homes are constructed and occupied in the City, the Contractor shall, after proper notification by the City, provide solid waste services as required by the Agreement on the next scheduled day of collection following notification. The Contractor shall be responsible for notifying the City of all collection locations being served which do not appear on the billing register.

16. RATES

As compensation for the basic once-a-week collection, hauling and disposal of Residential Garbage and Household Trash and the twice-per-month collection, hauling and disposal of Trees, Shrubbery, Lawn Trimmings, Building Materials, Bulky Waste (commonly called White and Brown Goods), and Tires (all as stated in the Proposal Documents), the City shall pay to the Contractor sixteen dollars and eighty-seven cents (\$16.87) per Residential Unit per month on or before the 15th day of each month, following the month for which the service is rendered under the terms of this Agreement. The City shall deduct an amount equal to five percent (5%) from each monthly payment to the Contractor for the City franchise fee. If any disputes arise, the undisputed amount shall be paid.

17. RATE ADJUSTMENTS

The basic compensation payable by the City to the Contractor as specified above shall be adjusted with the following provisions. No increase shall be allowed unless the City increases the rates for all residential accounts. All adjustments must be authorized by the City Board of Commissioners. However, the City will authorize the adjustments described in this paragraph and paragraphs 18 and 19 below.

(a) In the event that a cost increase is approved by the Commission for the entire City and charge to its customers is increased during the term of this Agreement above the present level of \$17.75, the amount of increase to be added to the Contractor's basic charge will only be that portion related to residential collection.

(b) Escalation of pricing shall be allowed to the extent landfill tipping rates are increased by the Dougherty County Landfill. The Contractor also shall be entitled to an increase in its service rate to offset any increased costs associated with longer haul distance or with higher landfill usage rates if the Contractor is prohibited from utilizing the present Dougherty County Landfill or the Maple Street Inert Facility for disposal hereunder, through no fault of their own. In addition, in the event Contractor becomes liable for or is required to collect and/or pay any governmental tax or surcharge upon collection or disposal of such garbage, such tax or surcharge shall be the responsibility of the City to be paid along with the Contractor's normal monthly compensation.

18. FUEL COST ADJUSTMENT

An annual lump sum compensation shall be paid to the Contractor to cover fuel cost increases as based on OPIS Average Prices, Albany, Georgia, which are beyond the control of the Contractor and exceed the CPI automatic annual cost escalation as published by the U.S. Department of Labor for cities of 50,060 or more. At the end of each year the year's weighted average fuel price shall be calculated as the year's total expense for fuel divided by the total number of gallons. If the weighted average fuel price of the second and each succeeding year of the Agreement exceeds the CPI, the difference will be the Fuel Adjustment Factor. This Fuel Adjustment Factor multiplied by the total number of gallons purchased in the latest year will equal the additional compensation due the Contractor. If the weighted average fuel price for the most recent year does not exceed the product of that for the previous year, and the most recent annual CPI, no adjustments shall be made in compensation due the Contractor. All interpretations of the Fuel cost Adjustment calculation method shall be made by the City. Documentation to the satisfaction of the City must be provided before any fuel cost compensation shall be made. The same method of adjustments shall be used should the escalated prices be reduced after an abnormal rise.

19. PETITION FOR UNUSUAL OR UNANTICIPATED COSTS

The Contractor may petition the City at any time for additional rate adjustments on the basis of unusual changes in the cost of operations, such as new or revised laws, ordinances or regulations. However, the City is under no obligation whatsoever to grant any rate increase unless justified under Paragraph 18 or 19 of this Agreement. The City shall have the right, as a condition for its consideration of any petition for unusual or unanticipated costs, to demand inspections by City staff or by an independent auditor of pertinent records that demonstrate the need for an adjustment to the rates.

20. POINT OF CONTACT

All dealings, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the Public Works Director or a designee (who shall be designated in writing) unless the City directs otherwise.

21. HOURS AND DAYS OF OPERATION

21.1 Normal hours of collection shall be from 7:00 a.m. until 7:00 p.m. Monday through Friday. In special cases or emergencies, collection may be permitted at times not allowed by this paragraph, provided prior approval is obtained from the CityManager or a designated, representative.

21.2 The following holidays shall be observed by the Contractor:

New Year's Day
Martin Luther King, Jr.'s Birthday
Memorial Day

Independence Day

Labor Day

Thanksgiving Day . optional: following Friday after Thanksgiving

Christmas Day optional: Christmas Eve

21.3 The Contractor shall be responsible for publicizing (and the expense of publishing) any changes in collection schedules due to observance of the above holidays. Although not the exclusive manner which can be used by the Contractor, the proper publicizing requirement shall be met by the purchasing of advertising from one or more newspapers generally serving the affected area.

21.4 If the Contractor is found to be more than three (3) working days (excluding Saturday and Sunday) behind schedule (as determined by the Public Works Director or his designee) for the bi-monthly curbside/alley collection of Tree, Shrubbery and Lawn Trimmings, the City may charge the Contractor three hundred dollars (\$300) per day until the Contractor is back on schedule.

22. APPROVED CONTAINERS

22.1 As specified in Chapter 14 of the Code of Ordinances of the City of Albany, garbage placed at the curb or alley for collection shall normally be stored in approved containers.

22.2 During the term of this Agreement, the Contractor shall be responsible for providing one Approved Container of like volume to each new Residential Unit, and it will in due course during the term hereof replace containers (including those of the City) within the Service Area as they become unserviceable from ordinary wear and tear. The Contractor will return old City containers to the City. The containers placed in service by the Contractor may be of the Contractor's regular color(s) and logo and shall remain the property of the Contractor. For the purposes of Chapter 14 of the Code of Ordinances, the containers provided by the Contractor shall be considered "furnished by the City" and the City shall, in good faith, enforce Chapter 14 of the Code of Ordinances and shall in any event pay to the Contractor the City's prorated cost of procurement of each container damaged, lost or destroyed through the negligence of the person to whom the container was assigned. If additional containers are needed within the Service Area, the Contractor shall provide the Approved Containers at no initial cost to customer, but from date of providing the additional container, an additional full monthly service charge shall be charged to such customer for each additional container so provided.

23. EXTRAORDINARY MATERIALS

Hazardous Wastes, hazardous refuse, body wastes, abandoned vehicles, vehicle parts and large equipment and parts shall not be collected by the Contractor under the terms of this Agreement.

24. OFFICE

The Contractor shall maintain an office or such other facilities within the Albany area through which it can be contacted. The office shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. Monday through Friday, normal holidays excepted. Further, the Contractor shall, on an ongoing basis, provide the City with up-to-date maps and schedules of its residential collection service routes. The Contractor shall provide records and reports in accordance with the Proposal Documents and Specifications.

25. DISPOSAL

All waste collected by the Contractor hereunder shall be disposed of by the Contractor as permitted by the State of Georgia, and all applicable State and Federal environmental laws and regulations. Bulky waste (commonly called white goods) shall be disposed of at a site in the Public Works area as directed by the Solid Waste Superintendent, or his designee, with no additional fee charged by the Contractor or the City. Tire disposal shall be at a licensed tire recycling or disposal facility. Tree, Shrubbery and Lawn Trimmings will be disposed of at the Maple Street Inert Facility. All other disposal shall be at the Dougherty County Landfill. The disposal charges applicable to the waste, which is the subject matter of this Agreement, are included within the compensation and subject to increase as addressed in Rates and Rate Adjustment section of this Agreement.

26. RECYCLING SERVICES

- 26.1 City grants to the Contractor the right to compete with any offer which City receives (or intends to make) relating to the provision of re-cycling services during the term of this Agreement.
- 26.2 If the City operates or leases a compost area, tree trimmings, shrubbery cuttings, grass clippings, leaves, pine straw and cones, picked up by the Contractor, shall be delivered to the composting area provided at no charge to the City. Christmas trees will be delivered by the Contractor to a recycling site within the City at no extra charge.

27. SERVICE INQUIRIES

All complaints relating to service within the Service Area shall be made directly to the Contractor and the Contractor shall give complaints prompt and courteous attention. In the case of an alleged missed scheduled collection, the Contractor shall arrange for collection within 24 hours of the time the complaint was received at no additional charge, although subsequent complaints will be investigated and verified prior to collection. In the event that such complaint is not resolved in seven (7) calendar days, the City will resolve the complaint and bill the Contractor according to the cost plus twenty percent (20%). A monthly summary of all complaints and any action taken in response thereto shall be provided to the City.

28. NOTIFICATION OF CUSTOMERS

The Contractor shall, at its expense, develop a customer service program to notify all customers about service inquiry procedures, regulations and day(s) of collection.

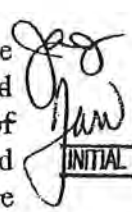
29. THE CONTRACTOR'S PERSONNEL

- 29.1 The Contractor shall maintain a local office in the City of Albany through which the Contractor can be contacted and complaints can be made and resolved. The Contractor shall assign a qualified person or persons as agent/manager to be in charge of its performance of this Agreement. The City Manager, or her designee, shall have the right to reasonably approve/disapprove the placement of any potential candidate for this agent/manager position prior to the placement of the agent/manager in the local office. The local office or facility shall be equipped with adequate telephone communications, shall be open and have at least one responsible person in charge and present during collection hours. The office telephone number shall be advertised and made convenient for customers to locate.
- 29.2 The Contractor's collection employees shall wear a Contractor provided uniform, and such employees shall be provided by the Contractor such equipment as may be necessary or appropriate to their assigned tasks, including foul weather gear, safety shoes, safety vests, gloves, safety striped shirts and the like.
- 29.3 Each employee shall carry a valid driver's license at all times for the type of vehicle he/she is driving.
- 29.4 The Contractor shall provide, and document to the City, operating and safety training for all personnel.
- 29.5 No person shall be denied employment by the Contractor for reasons of age, race, sex, creed, religion or national origin.

30. REQUIREMENTS FOR TRASH COLLECTION

- 30.1 The Contractor shall provide collection of tires. Pick up and disposal of tires that residents place on the right of way (excluding businesses) shall be picked up semi-monthly. Pick up shall be scheduled based upon customer call in or notification by garbage or trash crews who see tires when they perform their normal collection duties throughout the Solid Waste Superintendent, any refuse receptacle not defined in the Definitions; any containers that contain sharp objects or liquids; or any residential refuse not properly contained. Where the Contractor has reason to leave solid waste uncollected at a residence, he or his agents shall inform the resident within two (2) days by written notice, mailing or telephone as

to why the solid waste was not collected, i.e. non-residential solid waste, hazardous waste, improper containers or bundles, improper placement, etc.

- 30.2 Bulky Waste, commonly called brown goods such as sofas, chairs, furniture and other waste materials other than stoves, refrigerators, water heaters, washing machines, dryers, construction debris, hazardous waste, or stable matter with weights or volumes greater than those allowed for approved containers, shall be picked up on one specific scheduled day each week at no charge to the customer. Pick up shall be scheduled based upon customer call in or observation and notification by the garbage or trash crews who observe the "brown" goods while performing their normal collection duties throughout the week. Bulky waste, commonly called brown goods will be disposed of at the Dougherty County Landfill.
- 30.3 Bulky Waste, commonly called white goods such as stoves, refrigerators, water heaters, washing machines and dryers shall be picked up on one specific scheduled day each week at no charge to the customer. Pick ups will be scheduled based upon customer call in or observation and notification by the garbage or trash crews who observe the "white" goods while performing their normal collection duties throughout the week. Bulky waste, commonly called white goods will be disposed of at a facility established by the City of Albany at no charge to the customer.
- 30.4 The Contractor shall provide collection service to disabled persons who are unable by reason of age or infirmity to place their containers at curbside. ~~Disabled persons shall meet the requirements as stated in Chapter 14 of the Code of Ordinances. Any resident of the City who has a certificate from a licensed physician that such person is disabled will be exempt from placing their refuse container curbside or alley. The City and the Contractor must be so notified by the disabled persons.~~ The Contractor agrees to collect waste of such disabled persons in any mutually convenient place on the premises of such disabled persons, except, the Contractor will not be required to go into houses or other dwellings. 
- 30.5 The Contractor shall provide collection of building materials up to three cubic yards per collection on the same schedule as yard trimmings. Pick up shall be scheduled based on customer call in or notification by garbage or trash crews who see building materials when they perform their normal collection duties throughout the week.
- 30.6 The Contractor shall provide collection of debris or material on right-of-ways, including any debris or materials which appear on the City right-of-ways to include that which is placed on vacant houses and lots. Collection and disposal shall be the same as the collection services previously indicated for the type of material or debris to be picked up.

- 30.7 The Contractor shall provide collection service to disabled persons who are unable by reason of age or infirmity to place their containers at curbside. The Contractor agrees to collect waste of such disabled persons in any mutually convenient place on the premises of such disabled persons, except, the Contractor will not be required to go into houses or other dwellings.
- 30.8 Those customers receiving alley service on the date hereof will continue to receive alley service.
- 30.9 Dead animals which are killed or die in the ordinary course of operations at the Albany Human Society shall be handled by the Contractor at no charge. Dead Animals at veterinary clinics within the Service Area shall be picked up and disposed of for a charge of \$3.00 each. All other reported dead animals on City right-of-ways within the service area shall be handled by the Contractor at no charge. Dead animals outside of the right-of-ways shall be picked up upon direction by the Solid Waste Superintendent or his designee, not to exceed thirty (30) pick-ups per year.
- 30.10 The Contractor will not be responsible for removal of building materials or other contractor generated construction debris nor waste generated by a professional tree surgeon.
- 30.11 The Contractor shall notify the City should it encounter problems.
- 30.12 Continual radio dispatched collection for large items too heavy or too bulky to go in the Contractor's regular vehicles shall be provided by the Contractor. Residents shall be responsible for an additional charge for such pick-up pursuant to the requirements of Resolution No. 00-R222 adopted November 7, 2000 and any subsequent amendments thereto or repealing resolutions.
- 30.13 It is the intent of the parties that the method of trash collection will be uniform throughout the City, consistent with the services provided by the City of Albany, and this Agreement shall be so applied and construed.

31. TERMINATION

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the other party may: (i) terminate this Agreement as of any date which the said other party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; (ii) cure the breach or default at the expense of the breaching or defaulting party; and/or (iii) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the

right for all damage or loss suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

32. NOTICE

A letter addressed and sent by certified United States mail to either party at the business address specified below shall be sufficient notice whenever required for any purpose in this Agreement. Also, the designated address may be changed from time to time by written notice sent by Certified United States mail as provided herein. Time is of the essence in connection with all required notices here-under.

CITY

City Manager
City of Albany P.O. Box 447
Albany, Georgia 31702-0447

With separate copy to:
City Attorney
City of Albany, P.O. Box 447
Albany, Georgia 31702-0447

Randy Canal
TransWaste Services, LLC.
P.O. Box 72043
Albany, GA 31708

With separate copy to:
Jim Waters
Division Vice President
Waste Industries Fl/Ga
3730 Coconut Creek Pkwy.
Coconut Creek, FL 33066

33. LEGAL OPINIONS

- 33.1 Each party, prior to the signing hereof, acknowledges that it had the opportunity to consult with legal counsel of its own choosing, that the Agreement is properly and legally authorized and is being executed by an authorized individual on behalf of TransWaste Services, LLC.
- 33.2 This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.
- 33.3 This Agreement is intended to conform in all respects to applicable statutes of the State of Georgia and if any part of provision of this Agreement conflicts therewith the said statute shall govern.

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents,
hereto affix our signatures this 16th day of January, 2004.

CITY OF ALBANY, GEORGIA

By: Janice Allen Jackson
Janice Allen Jackson, City Manager

Sworn to and subscribed before me, this
16 day of January, 2004.

Yvette Fuls
Unofficial Witness

Mary L. Singleton
Notary Public
Notary Public, Dougherty County, Georgia
My Commission Expires Feb. 9, 2004

TRANSWASTE SERVICES, LLC

By: James G. Waters
Division Vice President
Waste Industries Fl/Ga
3730 Coconut Creek Pkwy.
Coconut Creek, FL 33066

Sworn to and subscribed before me, this
7 day of Jan, 2004

Monika Hebert
Unofficial Witness

Mary A. Wallace
Notary Public



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Appendix D

CITY OF ALBANY
GARBAGE, TRASH, AND RUBBISH ORDINANCE

Appendix D

CITY OF ALBANY GARBAGE, TRASH AND RUBBISH ORDINANCE

Chapter 14 GARBAGE, TRASH AND RUBBISH*

***Charter references:** Authority to furnish garbage, trash collections outside city, § 34(19).

Cross references: Buildings and building regulations, Ch. 8; depositing offensive matter in cemeteries prohibited, § 9-8; fire protection, Ch. 13; nuisances, Ch. 16; offenses against public safety and health, § 17-71 et seq.; littering in public parks prohibited, § 18-5; streets, sidewalks and other public places, Ch. 24; weeds and grasses, § 28-16 et seq.

State law references: Municipal authority to provide for garbage and solid waste collection and disposal, Ga. Const. 1983, Art. IX, Sec. II, Para. III(a)(2); solid waste handling, disposal, etc., OCGA § 12-8-20 et seq.

ARTICLE I

IN GENERAL (§§ 14-1—14-25)

Secs. 14-1--14-8. Reserved.

Editor's Note: Former §§ 14-1—14-8, relative to general garbage, trash and rubbish disposal regulations, which derived from Code 1975, §§ 12-1--12-4 and 12-6--12-9, have been deleted at the discretion of the editor, as being superseded by the provisions of Ord. No. 90-138, adopted July 24, 1990, which has been codified in this chapter as Art. III, §§ 14-51--14-58.

Secs. 14-9--14-25. Reserved.

ARTICLE II

FEES (§§ 14-26—14-49)

Sec. 14-26. Classifications.

- (a) For purposes of payment of fees to the city for its services in collecting garbage and refuse under the provisions of this chapter, the following classifications of users of such services are hereby established:

- (1) *Class 1.* Residents and apartment users, and offices receiving residential class garbage and refuse collection service;
 - (2) *Class 2.* Business, commercial and industrial establishments accumulating less than five (5) cubic yards of garbage and refuse per month;
 - (3) *Class 3.* Business, commercial and industrial establishments accumulating five (5) cubic yards or more of garbage and refuse per month, but less than twelve (12) cubic yards per month;
 - (4) *Class 4.* Business, commercial and industrial establishments accumulating twelve (12) cubic yards of garbage and refuse per month or more.
- (b) As used in this section, the term "business, commercial and industrial establishments" shall and does include all governmental and public agencies, public institutions, churches, nonprofit organizations, charitable institutions, and every other person or entity not falling within the scope of Class 1 of this section.
- (c) (Code 1975, § 12-10)

Sec. 14-27. Initial Classification.

For the purpose of determining the initial classification of business, commercial and industrial establishments under this chapter, the sanitation superintendent shall conduct a volume survey of all such establishments in the city, which survey shall run for one (1) week, and from the result of such survey such business, commercial and industrial establishments shall be classified. Written notice of the result of such survey and of the classification established shall be given to each business, commercial, and industrial establishment.

(Code 1975, § 12-11)

Sec. 14-28. Reclassification.

As often as the sanitation superintendent shall deem it necessary, but not less often than semiannually, he shall conduct volume surveys for the purpose of determining whether business, commercial, and industrial establishments remain in the proper classification. He shall conduct a volume survey with respect to any business, commercial, or industrial establishment at any time at the request of the owner or operator of such establishment and upon his complaint that the establishment is not in the proper category. In such event, the volume survey shall be conducted for not less than one (1) week, the survey week to be determined by the sanitation superintendent; provided, however, that no business establishment shall be entitled to have a volume survey conducted more often than quarterly.

(Code 1975, § 12-12)

Sec. 14-29. Determination

- (a) Every person using the facilities of the city for the collection of garbage and refuse shall pay to the city the fees and charges determined by the board of city commissioners from time to time and on file in the office of the city clerk, according to the classification into which they fall.
- (b) The fees and charges shall, from and after the date the same become due, be a lien upon all the real and personal property of the debtor equal in rank to liens for city

ad valorem taxes. The issuance, recording and enforcement of the liens and executions therefore shall be in the manner provided for the issuance, recording and enforcement of liens and executions for city ad valorem taxes.

(Code 1975, § 12-13; Ord. No. 81-228, § 1, 12-22-81)

Sec. 14-30. Billing, Payment.

Fees chargeable for the collection of garbage, trash and rubbish shall be billed and collected by the board of water, gas and light commissioners for the city.

(Code 1975, § 12-14; Ord. No. 81-148, § 1, 4-28-81)

Sec. 14-31. Exclusions.

The provisions of this chapter relative to fees chargeable for garbage collection shall not apply to commercial and industrial locations not using city garbage collection services. The sanitation superintendent is hereby directed to conduct a survey and make a report to the city manager of all such locations not using this service. Residential locations are required to use city garbage collection services.

(Code 1975, § 12-15; Ord. No. 81-148, § 2, 4-28-81)

Sec. 14-32. Fees Established.

- (a) The fees established for solid waste collection and disposal are on file and available for inspection in the offices of the city.
- (b) A franchise fee of five (5) percent of gross revenue shall be charged to all private collectors of solid waste within the city.

(Ord. No. 88-152, 8-23-88; Ord. No. 91-189, §§ 1, 2, 12-31-91)

Secs. 14-33--14-49. Reserved.

Art. III

Waste Management and Litter Control (§§ 14-50—14-59)

Appendix E

DOUGHERTY COUNTY SOLID WASTE ORDINANCE

Appendix E

DOUGHERTY COUNTY SOLID WASTE ORDINANCE

Chapter 2-14 SOLID WASTE*

***Cross references:** Authority, §§ 1-2-21, 1-2-30.

ARTICLE I

IN GENERAL (§§ 2-14-1—2-14-19)

Sec. 2-14-1. Definitions.

For the purpose of this chapter, the following terms shall have the respective meanings ascribed to them:

Collector: A person who, under formal agreement, verbal or written, with or without compensation, does the work of collecting and/or hauling solid waste.

Disposal Area: A site, location, tract of land or facility, used or intended to be used for the final disposal of solid waste, garbage, putrescible waste, hazardous waste, or other waste, except that it shall not include the land or facility used for the disposal of solid waste or other waste from a single-family dwelling on which the owner, occupant or lessee of said land or facility resides.

Garbage: Food waste, including waste accumulation of animal or vegetable matter, used for or intended for food or that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetables.

Hazardous Waste: Solid or liquid waste material resulting from the manufacture or use of pesticides and drugs (other than normal household use); pathological wastes; highly flammable or explosive wastes; caustic wastes; toxic wastes; and other waste material so designated by the Georgia Environmental Protection Division and the U.S. Environmental Protection Agency.

Industrial Waste or Industrial Solid Waste: The solid waste materials from factories, processing plants and manufacturing enterprises; the term includes food processing wastes, meat and poultry processing wastes, condemned food, ashes and cinders, agriculture products waste, land clearance waste, and similar waste.

Owner: Any owner, public or private.

Premises: Land, buildings or other structures, vehicles, watercraft, or parts thereof, upon or in which solid waste is stored.

Rubbish: A variety of combustible and noncombustible waste not subject to rapid decomposition derived from places of residence, commercial areas and institutions and shall include paper, rags, plastics, cartons, boxes, tree and yard trimmings, furniture, appliances, metals, minerals, cans, bottles, glass, crockery, excelsior, bedding, rubber, discarded clothing and similar clothing, and similar materials.

Scavenge: Uncontrolled picking from discarded solid waste materials.

Waste: Unwanted or discarded material, except human body waste.

(Code 1979, § 4-2-2; Res. No. 82-007-B, § 2, 2-15-82)

Sec. 2-14-2. Duties of county administrator.

The board of commissioners, in order to protect the health and safety of the people in the county, authorizes and directs its county administrator, by implementing and enforcing the provisions of these regulations, to control the storage, collection and disposal of solid waste in the unincorporated areas of the county. The county administrator shall establish criteria for evaluation of private collection and disposal services, make recommendations to the board of commissioners regarding contract for solid waste collection and/or disposal, and shall regulate the establishment, maintenance and operation of public or private solid waste collection and/or disposal systems, methods and sites.

(Res. No. 82-007-B, § 3(A), 2-15-82)

Sec. 2-14-3. Appeals to board of commissioners.

Any person aggrieved by a requirement of, or fee charged by, these regulations shall have the right to appeal to the board of commissioners, which may confirm, modify or revoke any such requirement or fee.

(Code 1979, § 4-2-3; Res. No. 82-007-B, § 3(B), 2-15-82)

Sec. 2-14-4. Littering.

- (a) No person shall place any solid waste in any street, public place, roadway or private premises except it be in proper containers for collection. No person shall place any solid waste in a stream, lake or body of water.
- (b) No person shall deposit or dispose of waste materials on or in public right-of-way of roadways, alleys, drainage structures, drainage canals or drainage ponds.

(Code 1979, § 4-2-4; Res. No. 82-007-B, §§ 4C, 6(B), 2-15-82)

Cross references: Litter control, § 2-14-41 et seq.

Sec. 2-14-5. Proper storage required; creation of nuisance; failure to remove after notice.

No person shall keep or store refuse outside of any residence or building within the unincorporated area of the county except it be in proper containers for collection or otherwise prepared as set forth or under the express prior approval of the appropriate agency. Any unauthorized accumulation of solid waste is hereby declared to be a nuisance and is prohibited. Failure to remove any existing accumulation of solid waste within such reasonable time as may be fixed by written notice of the board of

commissioners shall be deemed in violation of these regulations and subject to penalties set forth in section 2-1-8, and each day's failure to remove such accumulation shall be a separate violation.

(Code 1979, § 4-2-4; Res. No. 82-007-B, § 4(A), 2-15-82)

Sec. 2-14-6. Number and specifications of containers.

- (a) Containers shall be provided by the owner or occupant of each residence or establishment sufficient in number to accommodate such waste generated by the residence or establishment between collections. Containers shall be of durable metal or plastic, watertight, nonabsorbent, rust-resistant, rodent-proof and easily cleanable. They shall be equipped with handles and tightly fitted covers and shall have a capacity of not more than thirty-two (32) gallons, except that bulk containers of a type suitable for mechanical collection by equipment used for such collection by a licensed collector may be used. Containers failing to comply with these provisions or which have defects causing them to scatter waste upon the ground during collection or causing them to hamper or to injure the persons collecting waste shall be promptly replaced.
- (b) Disposable paper or plastic bags of a type, size and material designed for solid waste disposal may be used to contain refuse for storage and collection provided they are unbroken, sealed and loaded in such manner that normal handling will not cause the bag to open.

(Code 1979, § 4-2-4; Res. No. 82-007-B, § 4(B), 2-15-82)

Sec. 2-14-7. License to collect, transport or dispose of solid waste.

No person shall contract for the collection, transportation or disposal of solid waste that does not possess a current license for such business operation in the county. Applications for licenses shall be written and shall be considered after evidence has been presented to show that the applicant has received a current permit, appropriate to the type of business concerned, as required under solid waste regulations of the state department of natural resources.

(Code 1979, § 4-2-5; Res. No. 82-007-B, § 5(A), 2-15-82)

Sec. 2-14-8. Collection vehicles; cleanliness, safety, covers, construction; identification.

The vehicles to be used on streets and highways for solid waste collection, transportation or disposal shall be kept clean and shall be certified in regard to highway safety by the motor vehicle division of the state department of public safety. Such vehicle bodies shall be in good condition and repair, covered and constructed in such manner that the contents thereof cannot be spilled, leaked or blown from the vehicle. Vehicles normally engaged in the collection of limbs and tree trimmings may use nets for a covering or ropes to tie down the larger limbs. Vehicle bodies used for collection and hauling garbage will be of the standard type garbage packers available from the various manufacturers and in addition to the above requirements shall be of all metal construction capable of receiving garbage through a mechanical loading transfer unit and capable of discharging by means of a hydraulic operated ejector.

Subject packers will be equipped with appropriate step platform and handrail for safety of crew riding thereon. The outside of the body shall be painted and identified by the name, telephone number and permit number of the collection business in letters and numbers not less than two (2) inches high and easily legible. Vehicles used by commercial collectors, owners and contractors to transport industrial waste and rubbish will be equipped with a mechanical means of ejecting or dumping their contents at the landfill.

(Code 1979, § 4-2-5; Res. No. 82-007-B, § 5(A), 2-15-82)

Sec. 2-14-9. Minimum contract service.

Collectors who contract with home owners/occupiers for collection of solid waste will provide the following minimum service:

- (1) Pick up garbage twice weekly on scheduled dates.
- (2) Pick up nominal amounts of rubbish such as leaves, lawn and shrubbery clippings, etc., providing it is properly packaged in plastic bags or other containers as specified in section 2-14-6. For the purpose of this section nominal means not to exceed one (1) bag per week average. If the home owner/occupier occasionally requests the collector to pick up larger amounts of rubbish, the collector is encouraged to do so and may charge an additional nominal fee.

(Code 1979, § 4-2-5; Res. No. 82-007-B, § 5(B), 2-15-82)

Sec. 2-14-10. Insurance of collectors.

Collectors using the county landfill will carry minimum liability insurance of one hundred thousand dollars (\$100,000.00)/three hundred thousand dollars (\$300,000.00)/fifty thousand dollars (\$50,000.00) and workers' compensation insurance, with limits as set by state law.

(Code 1979, § 4-2-5; Res. No. 82-007-B, § 5(C), 2-15-82)

State law references: Workers' compensation, O.C.G.A. § 34-9-1 et seq.

Secs. 2-14-11--2-14-19. Reserved.

ARTICLE II

LANDFILL (§§ 2-14-20--2-14-40)

Sec. 2-14-20. Compliance with federal and state law.

It is the intention of this chapter that the county disposal site be operated in accordance with the Solid Waste Disposal Act, 42 U.S.C. section 3152 et seq., as amended, The Resource Conservation and Recovery Act, 42 U.S.C. section 6901 et seq., The Solid Waste Management Act, Official Code of Georgia Annotated, section 12-8-20 et seq., and the Hazardous Waste Management Act, Official Code of Georgia Annotated, section 12-8-60 et seq.

(Code 1979, § 4-2-6; Res. No. 82-007-B, § 6(F), 2-15-82)

Sec. 2-14-21. Use of public site required; exception.

All disposal of solid waste shall be at disposal sites operated by the county and at no other place, unless a private disposal site has been approved and a disposal area permit obtained from the state department of natural resources.

(Res. No. 82-007-B, § 6(A), 2-15-82)

Sec. 2-14-22. Entry of private sites by public agencies.

Authorized representatives of appropriate governmental agencies shall be permitted to enter private disposal sites at any time during normal business hours for free and unhindered inspections to determine compliance with these regulations.

(Res. No. 82-007-B, § 6(A), 2-15-82)

Sec. 2-14-23. Nonliability of county for damages to users.

Persons using solid waste disposal site operated for the county does so at own risk and absolves the county, its officers and employees, from responsibility for any accident to said contractors or their employees or to private citizens or for damage to trucks, vehicles or other property owned or operated by such contractors or employees or private citizens when such accident or damage occurs at the county-operated disposal site or on the grounds thereof.

(Res. No. 82-007-B, § 6(C), 2-15-82)

Sec. 2-14-24. Entry during business hours.

No person shall enter a disposal site except during the hours of operation; or on special arrangement with the director of public works.

(Res. No. 82-007-B, § 6(C), 2-15-82)

Sec. 2-14-25. Materials become property of county.

All materials delivered and deposited for disposal on the solid waste landfill site shall be the property of the county.

(Res. No. 82-007-B, § 6(C), 2-15-82)

Sec. 2-14-26. Salvage.

No person shall be permitted to salvage, scavenge or reclaim any solid waste which has been delivered to the county disposal site for disposal.

(Res. No. 82-007-B, § 6(D), 2-15-82)

Sec. 2-14-27. Materials for which prior arrangement required.

The following materials will not be accepted at the landfill for disposal except through prior arrangements with the county.

- (1) Material collected outside of the county.
- (2) Trees or timbers over eight (8) feet in length.

Appendix E

- (3) Motor vehicles or motor vehicle parts.
- (4) Sludge from septic tanks or grease traps, and any sludge that has not been treated and tested by secondary treatment.

(Res. No. 82-007-B, § 6(E), 2-15-82)

Sec. 2-14-28. Hours site is open; placement of material as designated.

- (a) The county solid waste disposal site will be open from 7:00 a.m. to 7:00 p.m. Monday through Saturday and 8:00 a.m. to 4:00 p.m. on Sundays. The solid waste disposal site will be closed on the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Persons desiring to dispose of solid waste on holidays shall make special arrangements with the county director of public works at least seventy-two (72) hours in advance.
- (b) Waste deposited at the landfill site shall be placed as designated by the attendant on duty.

(Res. No. 80-149, § 6(B), 6-16-80)

Sec. 2-14-29. Charges for use.

- (a) Solid waste service charges for the purposes of financing and managing a solid waste management system shall be paid by all persons, firms or corporations engaged in the disposal of garbage and/or refuse at the Dougherty County Gaissert Road Landfill site.
- (b) The following charges shall apply to and govern garbage and/or refuse from a commercial or residential site:

(1) *Where truck scales are available:*

Municipal solid waste (putrescible) \$25.00/ton

Insert material:

0--999 lbs..... N/C

1000 lbs. and greater..... \$20.00/ton

Special handling material (liquid, asbestos)..... \$38.00/ton

Vehicle load weight or cargo weight shall be used in determining disposal fee.

(2) *Where truck scales not available.*

Should truck scales not be available, the following rates shall apply:

Semitrailers, garbage packers, stake bodies or vans, roll-on roll-off containers, dump trucks with tandem axle and special handling waste requiring immediate disposal\$95.00

Garbage packers, stake bodies, flatbeds, vans and dump trucks with single axle 20,000 GVW and over46.00

Stake bodies, flatbeds, vans and dump trucks under 20,000 GVW32.00

DOUGHERTY COUNTY SOLID WASTE ORDINANCE

Pickup trucks with added sides additional to factory body, standard pickup trucks, station wagons, utility trailers towed by vehicle, standard dumpster load 15.00

(3) *Waste tires.*

Passenger tires (cars and pickup trucks)	\$1.00/tire (5 or less) \$1.60/tire \$180.00/ton (more than 5)
Truck tires (off-road), per tire	\$4.00
Farm tractor tires, per tire	\$40.00

Operating hours of the landfill are posted at the landfill site.

- (c) The above charges shall not apply to home owners or home occupiers who haul garbage or refuse from their homes and deposit same at the county disposal site.

(Res. No. 82-013, § 1, 5-24-82; Res. No. 90-039, § 1, 5-21-90; Res. No. 90-067, § 1, 9-17-90; Res. No. 92-025, § 1, 6-15-92; Res. No. 93-014, § 1, 5-17-93)

Sec. 2-14-30. Yard waste disposal.

The county board of commissioners, in accordance with Official Code of Georgia Annotated, section 12-8-40.2, prohibits the disposal of yard trimmings, as defined by the Comprehensive Solid Waste Management Act, at the county landfill, effective September 1, 1996.

(Res. No. 96-036, 8-19-96)

Sec. 2-14-31. Transportation of waste across county's boundaries.

- (a) Any person, firm, corporation or employee of any municipality seeking permission from Dougherty County to transport, pursuant to a contract, whether oral or otherwise, garbage, trash, waste, or refuse collected within Dougherty County across Dougherty County's boundaries for the purpose of dumping the same at a publicly or privately owned dump shall submit a written request to the county administrator containing the following information: a description of the type of garbage, trash, waste or refuse for which such permission is sought; an estimate of the amount of garbage, trash, waste or refuse for which such permission is sought; and the time frame for which such permission is being requested.
- (b) Within thirty (30) days of the receipt of a written request containing the information described in subsection (a) above, the Board of Commissioners of Dougherty County shall conduct a hearing in connection with said request. The applicant shall be afforded an opportunity to make an oral presentation to the commissioners in support of its request and any members of the public shall be afforded an opportunity to be heard in connection with such request.
- (c) Following the completion of the public hearing, the Board of Commissioners of Dougherty County shall approve or deny the request based upon its determination as to whether the public benefits, if any, derived from the

request exceed any potential adverse effect that the approval would have upon the efficient and economical operation of the county landfill.

(Res. No. 04-046, §§ I--III, 12-20-04)

Secs. 2-14-32--2-14-40. Reserved.

ARTICLE III

LITTER CONTROL* (§§ 2-14-41--2-14-70)

***Editor's note:** Resolution No. 89-020, adopted July 7, 1989, did not specifically amend this Code; hence, inclusion of § 1 as Art. III, §§ 2-14-41--2-14-57, was at the discretion of the editor.

Cross references: Health and sanitation, Ch. 2-8; depositing solid waste or other materials on public or private property, streets, etc., § 2-14-4.

Sec. 2-14-41. Title.

This article shall be known and may be cited as "The Litter Control Resolution of Dougherty County, Georgia."

(Res. No. 89-020, § 1 (Art. III), 7-7-89)

Sec. 2-14-42. Statutory authority.

The board of commissioners of the county, under authority of article 9, section 2, paragraph I, of the Constitution of Georgia (1983), hereby resolves and enacts into law the following article.

(Res. No. 89-020, § 1 (Art. II), 7-7-89)

Sec. 2-14-43. Purposes.

The county board of commissioners, in furtherance of their responsibility to protect the public health, safety, and well-being of the citizens of the county, and to protect and enhance the quality of the environment hereby establishes rules and regulations controlling the unsystematic, careless, and indiscriminate disposition of litter throughout the county.

(Res. No. 89-020, § 1 (Art. I), 7-7-89)

Sec. 2-14-44. Definitions.

- (a) *Generally.* Except as otherwise provided herein, all words shall have the customary dictionary meaning. The present tense includes the future tense. The singular number includes the plural and the plural includes the singular. The word "person" includes a firm, corporation, association, organization, trust or partnership. The use of the masculine gender includes the feminine, and the use of the feminine gender includes the masculine. The word "shall" is always

mandatory. The word "may" is permissive and is not mandatory. The "board of commissioners" refers to the board of commissioners of the county.

- (b) *Specific definitions.* When used in this article, the following words and phrases shall have the meaning given in this section:

Building official means the chief building inspector of the county, or his authorized representative.

County means the duly authorized governing body of the county or the geographical area of the county outside the corporate limits of any incorporated municipality therein.

Dumpster means a bulk container used for the collection of garbage, refuse, trash and litter. The use of this term is generic, and does not refer to a bulk container manufactured by a specific manufacturer.

Garbage means the by-product of animal or vegetable foodstuffs resulting from the handling, preparation, cooking and consumption of food, or other matter which is subject to decomposition, decay, putrefaction or the generation of noxious or offensive gases or odors, or which during or after decay, may serve as breeding or feeding material for flies, insects or animals.

Household trash means every waste accumulation of paper, sweepings, dust, rags, bottles, cans or other matter of any kind, other than garbage, which is usually attendant to housekeeping.

Industrial waste means all waste, including solids, semi-solids, sludges and liquids, created by factories, processing plants or other manufacturing enterprises.

Junked vehicles includes any wrecked or inoperable automobile, truck or other vehicle, or vehicle which does not bear a current license plate.

Landfill means any facility where any treatment, utilization, processing, storage, or depositing of solid waste occurs.

Litter means all discarded man-made materials, including, but not limited to, garbage, household trash, industrial waste, building materials, junked vehicles, or portions thereof, refuse, waste materials, sand gravel, slag, brickbats, rubbish, tin cans, trash, debris, dead animals or any other discarded, used or unconsumed substance which is not handled in accordance with the provisions of this article.

Public or private property means the right-of-way of any road, street or highway; and any body of water or watercourse or the shores or beaches thereof; any park, playground, building, refuse, or conversation or recreation area; and residential or farm properties, timberlands, or forests.

Refuse means any solid waste accumulations consisting of any combination of ashes, building material, garbage, hazardous refuse, household trash, and other waste or discarded materials of all kinds.

Road or *street* shall be mutually inclusive and shall likewise be deemed to include any alley, lane, court and other thoroughfare, however described or designated.

Rubbish includes waste paper, cartons, boxes, wood, tree branches, yard trimmings, furniture, appliances, metal, cans, glass, packing material and similar material.

Scavenge or *scavenging* means any unauthorized or uncontrolled retrieval of discarded refuse materials.

(Res. No. 89-020, § 1 (Art. IV), 7-7-89)

Sec. 2-14-45. Prohibited acts; exceptions.

It shall be unlawful for any person or persons to dump, deposit, throw, or leave or cause or permit the dumping, depositing, placing, throwing, or leaving of litter on any road or street or any public or private property in the county, unless:

- (1) The property is designated by the state or county or by any of their agencies for the disposal of litter and the person is authorized by the proper public authority to use such property;
- (2) The litter is placed into a litter receptacle, container, or dumpster installed on such property and designated for the disposal of litter; or
- (3) The person is the owner or tenant in lawful possession of such property or has first obtained consent of the owner or tenant in lawful possession, or unless the act is done under the personal direction of the owner or tenant, all in a manner consistent with the public welfare.

(Res. No. 89-020, § 1 (Art. V, § 1(1)), 7-7-89)

Sec. 2-14-46. Public streets and private property.

No person shall place any accumulations of refuse and trash in any street, median strip, alley or other public place of travel, nor upon any private property except with the written consent thereof, and then only in accordance with the provisions of this article.

(Res. No. 89-020, § 1 (Art. V, § 1(2)), 7-7-89)

Sec. 2-14-47. Blockage of drainage.

No person shall place any refuse, trash, refuse receptacles, or containers on, over or near any storm drain or drainage ditch, or so close thereto as to cause such material to interfere in any way with such drainage.

(Res. No. 89-020, § 1 (Art. V, § 1(3)), 7-7-89)

Sec. 2-14-48. Unauthorized storage declared nuisance.

Any accumulation of refuse or trash items on any lot, property, premises, public streets, alley or other public or private place not permitted by this article is hereby declared to be a nuisance. Failure of owner or occupant to remove and correct any such accumulation of refuse after appropriate notice from the board of commissioners or their designee shall raise the presumption that such person intended to violate this article.

(Res. No. 890-020, § 1 (Art. V, § 1(4)), 7-7-89)

Sec. 2-14-49. Appliances.

It shall be unlawful for any person to leave outside any building in a place accessible to children any appliance, refrigerator, or other container which has an airtight snap lock or similar device without first removing therefrom the lock or door. This section shall not apply to any appliances, refrigerators or containers which have been placed on or adjacent to the rear of the building and which have been crated, strapped or locked so that it will be impossible for a child to obtain access to any compartment thereof.

(Res. No. 89-020, § 1 (Art. V, § 1(5)), 7-7-89)

Sec. 2-14-50. Use of streets.

It shall be unlawful for any vehicle transporting loose materials on any road or street to transport same without suitable covers securely fastened to the vehicle. This section shall not apply to the transportation of poultry, livestock, silage or other feed grain used in the feeding of poultry or livestock.

(Res. No. 89-020, § 1 (Art. V, § 1(6)), 7-7-89)

Sec. 2-14-51. Scavenging.

No person other than the owner thereof, shall disturb or interfere with any container or dumpster used for the purpose of storing refuse pending its collection, or remove any contents therefrom or remove such container from its location.

(Res. No. 89-020, § 1 (Art. V, § 1(7)), 7-7-89)

Sec. 2-14-52. Enforcement generally.

This article shall be enforced under Official Code of Georgia Annotated sections 5-10-60 through 15-10-66, as amended, sections being entitled "Violation of ordinances of counties and state authorities."

(Res. No. 89-020, § 1 (Art. VI, § 1), 7-7-89)

Sec. 2-14-53. Investigations.

The Albany-Dougherty Clean Community Commission, the building official or inspectors designated by him, the members of the county police department, the members of the county sheriff's department and the county department of public works shall report all complaints of violations of any of the provisions of this article to the building official.

(Res. No. 89-020, § 1 (Art. VI, § 2), 7-7-89)

Sec. 2-14-54. Enforcing officers.

The building official and his authorized inspectors, the members of the county police department and the members of the county sheriff's department are authorized to issue a citation against any person violating this article.

(Res. No. 89-020, § 1 (Art. VI, § 3), 7-7-89)

Sec. 2-14-55. Court proceedings.

- (a) Violations of this article shall be tried upon citations as provided in Official Code of Georgia Annotated section 15-10-63, and may be tried with or without a prosecuting attorney as well as upon accusation by the county attorney. The county attorney shall serve as prosecuting attorney.
- (b) Violations of this article shall be tried in the magistrate court of the county and shall be tried in accordance with the official Code of Georgia, sections 15-10-60 through 15-10-66.
- (c) Nothing in this article shall prevent the board of commissioners from bringing any civil action for injunction, mandamus or other proceedings to present, correct, or abate any violation of this article. No sanction, penalty or remedy prescribed herein shall be considered exclusive of any other remedy, but shall be available in addition to any other sanction, penalty or remedy by law.
- (d) Each violation of this article shall constitute a separate offense.

(Res. No. 89-020, § 1 (Art. VI, § 4), 7-7-89)

Sec. 2-14-56. Prima facie case.

- (a) Whenever litter is thrown, deposited, dropped, or dumped from any motor vehicle, boat, airplane or other conveyance in violation of this article, it shall be prima facie evidence that the operator of the conveyance has violated this article.
- (b) Except as provided in subsection (a) above, whenever any litter which is dumped, deposited, thrown, or left on public or private property in violation of this article is discovered to contain any article or articles, including, but not limited to, letters, bills, publications, and other writings, which display the name of a person thereon in such a manner as to indicate that the article belongs or belonged to such person, it shall be a rebuttable presumption that such person has violated this article.

(Res. No. 89-020, § 1 (Art. VI, § 5), 7-7-89)

Sec. 2-14-57. Penalties.

- (a) Any person violating this article or any provision hereof, upon conviction, shall be punished as follows:
 - (1) By a fine of not less than one hundred dollars (\$100.00) and not more than one thousand dollars (\$1,000.00);
 - (2) In the sound discretion of a court in which conviction is obtained, the person may be directed to pick up and remove from any public or highway or public right-of-way for a distance not to exceed one (1) mile any litter he has deposited and any and all litter deposited thereon by anyone else prior to the date of execution of sentence; or

- (3) In the sound discretion of the judge of a court in which conviction is obtained, the person may be directed to pick up and remove from any public beach, public park, private right-of-way, or with the prior permission of the legal owner or tenant in lawful possession of such property, any private property upon which it can be established by competent evidence that he has deposited litter, any and all litter deposited thereof by anyone prior to the date of execution of sentence.
- (4) The court may publish the names of persons convicted of violating this article.
- (b) No person accused of violating this article shall be arrested prior to trial, but any defendant who fails to appear for trial shall be arrested thereafter on the warrant of the magistrate, and required to post bond for his future appearance.

(Res. No. 89-020, § 1 (Art. VI, § 6), 7-7-89)

Sec. 2-14-58. Accumulation of litter.

- (a) Generally. No owner or occupant of any property in the county shall allow litter, garbage, refuse, rubbish, filth, carrion, and debris to accumulate thereon.
- (b) Notice to abate.
 - (1) In the event of a violation of this article, the owner of the property shall be given notice to remedy said violations within seven (7) days from the receipt of the notice. Such notice may be served personally, or may be served by registered or certified mail, or by attaching a copy of the notice to the principal entrance of the dwelling, and shall contain a description of the location of the property upon which such condition exists.
 - (2) Where notice is given by registered or certified mail, the depositing of such notice in the United States Mail by registered or certified mail, return receipt requested, addressed to the owner of the property at the address shown on the latest ad valorem tax return of such owner for such property shall constitute sufficient service of such notice, where the return receipt shall be duly returned signed by the addressee or someone residing on the premises, or where the return receipt or other notification from the federal postal service indicates that the notice was refused, or that there was a refusal to sign the return receipt or that deliver of the notice at such address could not be made.
- (c) Abatement.
 - (1) Upon the failure to comply within the required time by the owner of the property when properly notified, the county, its agents or assigns, is authorized to enter upon the property and cut and remove the weeds, grass and vegetation.
 - (2) The building official of the county shall assess the cost for the work provided, including administrative costs and attorneys fees, and shall promptly send to the owner of the property a statement of account demanding payment thereof on or before a date named in such demand, which shall not be earlier than fifteen (15) days nor later than forty-five (45) days after payment to the contractor.

- (3) If payment shall not have been made on or before the date named, the building official shall issue a notice directed to the owner of the property notifying such owner to show cause before him at a time and place and on a date named therein why execution should not issue against the property for its approved amount.
- (4) If it shall appear at such hearing that the property was in violation of this article, that the notice required was given, that the work was performed and the costs assessed are accurate and that the county has not been reimbursed, then execution shall issue for such amount, and shall be executed in the same manner as tax executions are executed.
- (5) If the owner of the property is unknown, or cannot be located, notice shall be published once a week for four (4) weeks in the legal organ for Dougherty County, Georgia, which notice shall be addressed "To Whom It May Concern," shall describe with reasonable particularity the property involved, a statement of the amount due for the removal of the weeds, grass or other vegetation, and shall notify all persons interested to show cause before the chief finance officer at a time and place and on a date named in the notice why execution should not issue in rem against the property for such amount. In such event, subsection (4) will apply, but the execution shall issue against the property in rem.

(Res. No. 92-051, 11-2-92)

Secs. 2-14-59--2-14-70. Reserved.

ARTICLE IV

VEGETATION CONTROL * (§§ 2-14-71--2-14-91)

***Editor's note:** Res. No. 92-051, adopted Nov. 2, 1992, did not specifically amend this Code; hence, inclusion of § 1 as Ch. 2-14, Art. IV, §§ 2-14-71--2-14-75, was at the discretion of the editor.

Sec. 2-14-71. Purposes.

The Dougherty County Board of Commissioners, in furtherance of their responsibility to protect the public health, safety, and well-being of the citizens of Dougherty County, Georgia, and to protect and enhance the quality of the environment hereby establishes rules and regulations providing for vegetation control throughout Dougherty County, Georgia.

(Res. No. 92-051, § 1, 11-2-92)

Sec. 2-14-72. Enactment clause.

The board of commissioners of Dougherty County, Georgia, under authority of Art. 9, Sec. 2, Par. I, of the Constitution of Georgia (1983) hereby resolves and enacts into law the following article.

(Res. No. 92-051, § 1, 11-2-92)

Sec. 2-14-73. Title.

This regulation shall be known and may be cited as "The Vegetation Control Resolution of Dougherty County, Georgia" and is applicable in the geographical area of Dougherty County, Georgia lying outside the corporate limits of the City of Albany.

(Res. No. 92-051, § 1, 11-2-92)

Sec. 2-14-74. Vegetation control.

(a) *Generally.*

- (1) Any weeds such as jimson, burdock, ragweed, thistle cocklebur or other weeds of a like kind found growing in any lot or tract of land in the county, and any weeds, grasses or plants other than trees, brushes, flowers or other ornamental plants growing to a height exceeding twelve (12) inches anywhere in the county are hereby declared to be a nuisance, subject to abatement as provided in this article.
- (2) Garden flowers, vegetables, cultivated agricultural crops, ornamental shrubbery and trees shall not be considered weeds, grass or vegetation within the meaning of this section.
- (3) The provision of this article shall apply only to property located within subdivisions of record filed in the office of the clerk of the superior court of the county and to other county lots, however divided, and having a size of five (5) acres or less.

(b) *Height permitted.*

- (1) It shall be unlawful for the owner, lessee, tenant or other person having the possession and control of real property, or responsible for its management, maintenance or upkeep, to permit the growth and accumulation of weeds, grass or other vegetation to a height in excess of twelve (12) inches above the ground within fifty (50) feet of any building.
- (2) It shall be unlawful for the owner, lessee, tenant or other person having the possession and control of real property, or responsible for its management, upkeep or maintenance, to allow weeds, grass, or other vegetation to grow or accumulate to a height in excess of twelve (12) inches above the ground within twenty-five (25) feet of a public way or of the property of another.

(c) *Notice to abate.*

- (1) In the event of a violation of this article, the owner of the property shall be given notice to remove such excess growth within seven (7) days from the receipt of the notice. Such notice may be served personally, or may be served

by registered or certified mail, or by attaching a copy of the notice to the principal entrance of the dwelling, and shall contain a description of the location of the property upon which such condition exists.

- (2) Where notice is given by registered or certified mail, the depositing of such notice in the United States Mail by registered or certified mail, return receipt requested, addressed to the owner of the property at the address shown on the latest ad valorem tax return of such owner for such property shall constitute sufficient service of such notice, where the return receipt shall be duly returned signed by the addressee or someone residing on the premises, or where the return receipt or other notification from the federal postal service indicates that the notice was refused, or that there was a refusal to sign the return receipt or that deliver of the notice at such address could not be made.

(d) *Abatement.*

- (1) Upon the failure to comply within the required time by the owner of the property when properly notified, the county, its agents or assigns, is authorized to enter upon the property and cut and remove the weeds, grass and vegetation.
- (2) The building official of the county shall assess the cost for the work provided, including administrative costs and attorneys fees, and shall promptly send to the owner of the property a statement of account demanding payment thereof on or before a date named in such demand, which shall not be earlier than fifteen (15) days nor later than forty-five (45) days after payment to the contractor.
- (3) If payment shall not have been made on or before the date named, the building official shall issue a notice directed to the owner of the property notifying such owner to show cause before him at a time and place and on a date named therein why execution should not issue against the property for its approved amount.
- (4) If it shall appear at such hearing that the property was in violation of this article, that the notice required was given, that the work was performed and the costs assessed are accurate and that the county has not been reimbursed, then execution shall issue for such amount, and shall be executed in the same manner as tax executions are executed.
- (5) If the owner of the property is unknown, or cannot be located, notice shall be published once a week for four (4) weeks in the legal organ for Dougherty County, Georgia, which notice shall be addressed "To Whom It May Concern," shall describe with reasonable particularity the property involved, a statement of the amount due for the removal of the weeds, grass or other vegetation, and shall notify all persons interested to show cause before the chief finance officer at a time and place and on a date named in the notice why execution should not issue in rem against the property for such amount. In such event, subsection (4) will apply, but the execution shall issue against the property in rem.

(Res. No. 92-051, § 1, 11-2-92)

Sec. 2-14-75. Additional enforcement and remedies.

- (a) *Generally.* This article may also be enforced under Official Code of Georgia Annotated Section 15-10-60 through Section 15-10-66, as amended, said section being entitled Violation of Ordinances of Counties and State Authorities.
- (b) *Investigations.* The Albany-Dougherty Clean Community Commission, the building official or inspectors designated by him, the members of the Dougherty County Police Department, the members of the Dougherty County Sheriff's Department and the Dougherty County Department of Public Works, shall report all complaints of violations of any of the provisions of this resolution to the building official.
- (c) *Enforcing officers.* The building official and his authorized inspectors, the members of the Dougherty County Police Department and the members of the Dougherty County Sheriff's Department, are authorized to issue a citation against any person violating this resolution.
- (d) *Court proceedings.*
 - (1) Violations of this resolution may be tried upon citations as provided in the Official Code of Georgia Annotated Section 15-10-63, and may be tried with or without a prosecuting attorney as well as upon accusation by the county attorney. The county attorney shall serve as prosecuting attorney.
 - (2) Violations of this resolution may be tried in the Magistrate Court of Dougherty County, Georgia, and if so tried, shall be tried in accordance with the Official Code of Georgia, Chapter 15-10-60 through 15-10-66.
 - (3) Nothing in this article shall prevent the board of commissioners from bringing any civil action for injunction, mandamus or other proceedings to present, correct, or abate any violation of this resolution. No sanction, penalty or remedy prescribed herein shall be considered exclusive of any other remedy, but shall be available in addition to any other sanction, penalty or remedy by law.
 - (4) Each violation of this resolution shall constitute a separate offense and punishment imposed for each violation shall be by a fine of not more than five hundred dollars (\$500.00) or sixty (60) days' imprisonment or both, except as otherwise provided by general law.
 - (5) The court may publish the names of persons convicted of violating this resolution.

(Res. No. 92-051, § 1, 11-2-92)

Secs. 2-14-76--2-14-91. Reserved.

ARTICLE V

SOLID WASTE AND SCRAP TIRE MANAGEMENT REGULATIONS (§§ 2-14-92--2-14-97)

Sec. 2-14-92. Definitions.

Commercial solid waste shall mean all types of solid waste generated by stores, offices, restaurants, warehouses and other non-manufacturing activities as defined in O.C.G.A. § 12-8-22 (4.1).

County shall mean all of the unincorporated area of Dougherty County, Georgia.

Disposal facility means any facility or location where the final deposition of solid waste occurs and includes, but is not limited to, landfilling and solid waste thermal treatment technology facilities as defined in O.C.G.A. § 12-8-22(8).

Industrial solid waste shall mean waste generated by manufacturing or industrial processes or operations. Such waste includes, but is not limited to, fertilizer agricultural chemicals, food and food related products and by products as defined in O.C.G.A. § 12-8-22 (12.1).

Inert waste shall mean wastes that will not or are not likely to cause production of leachate of environmental concern. Such wastes are limited to earth and earth-like products, concrete, cured asphalt, rock, bricks, yard trimmings, stumps, limbs, and leaves. This definition excludes industrial and demolition waste not specifically listed above.

Litter shall mean discarded materials of every kind as defined in O.C.G.A. § 16-7-42(1).

Municipal solid waste shall mean any solid waste derived from households, including garbage, trash, sanitary waste in septic tanks and means solid waste from single-family and multifamily residences, hotels and motels, bunkhouses, campgrounds, picnic grounds, and day use recreation areas. The term includes yard trimmings and commercial solid waste, but does not include solid waste from mining, agricultural, or silvicultural operations or industrial processes or operations as defined in O.C.G.A. § 12-8-22(18).

Open dump means a disposal facility at which solid waste from one or more sources is left to decompose, burn or to otherwise create a threat to human health or the environment as defined in Section 391-3-4.01 (44) of the Georgia Rules for Solid Waste Management.

Public or private property shall mean the right of way of any road or highway; any body of water or watercourse or the shores or beaches thereof; any park, playground, building, refuge, or conservation or recreation area; and residential or farm properties, timberlands, or forest as defined in O.C.G.A. § 16-7-42(2).

Recovered materials shall mean those materials which have known use, reuse, or recycling potential and have been diverted or removed from the solid waste stream for sale, use, reuse or recycling as defined in O.C.G.A. § 12-8-22 (25).

Recovered materials processing facility shall mean a facility engaged solely in the storage, processing, and resale or reuse of recovered materials as defined in O.C.G.A. § 12-8-22(26).

Scrap tire shall mean a tire that is no longer suitable for its original intended purpose because of wear, damage, or defect as defined in O.C.G.A. § 12-8-22(31).

Scrap tire generator shall mean any person who generates scrap tires as defined in Section 391-3-4.19 (2.i) of the Georgia Rules of Solid Waste Management.

Scrap tire carrier shall mean any person engaged in picking up or transporting scrap tires not otherwise exempted under Section 391-3-4.19 (5.g) of the Georgia Rules for Solid Waste Management for the purpose of removal to a scrap tire processor, end user, or disposal facility as defined in O.C.G.A. § 12-8-22(32).

Solid waste means any garbage or refuse; sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility; and other discarded material including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and from community activities, but does not include recovered materials; solid or dissolved materials in domestic sewage; solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. Section 1342; or source, special nuclear, or byproduct material as defined by the Federal Atomic Energy Act of 1954, as amended (68 Stat. 923) and as defined in O.C.G.A. § 12-8-22(33).

Solid waste handling means the storage, collection, transportation, treatment, utilization, processing or disposal of solid waste, or any combination of such activities as defined in O.C.G.A. § 12-8-22(34).

Tire retailer shall mean any person engaged in the business of selling new replacement tires as defined in O.C.G.A. § 12-8-22(39).

(Res. No. 01-004, § II, 1-16-2001)

Sec. 2-14-93. Waste disposal--General.

- (a) The owner or occupant of any premises in the county shall be responsible for the sanitary handling and disposing of all litter, scrap tires, and municipal, commercial or industrial solid waste located on the premises used or occupied by such person.
- (b) It shall be unlawful to dump, open dump, or permit the dumping of litter, scrap tires, municipal, commercial, or industrial solid waste or recyclables at any place in the county including, and without limitations, any public or private property in the county or any waters in the county unless:
 - (1) The property is designated by the Board of Commissioners of Dougherty County or its duly designated agent for the disposal of litter, municipal, commercial or industrial solid waste, scrap tires or recovered materials and the person is authorized to use such property; and

- (2) The litter, municipal, commercial or industrial solid waste, recyclables or scrap tires is placed into a receptacle or container installed specifically for such property; and
 - (3) The person is the owner or tenant in lawful possession of such property or has first obtained consent of the owner or tenant in lawful possession or unless the act is done under the personal direction of the owner or tenant, all in a manner consistent with the public welfare and not otherwise in violation of law; and
 - (4) The property has a valid solid waste handling permit issued by EPD.
- (c) All persons defined as scrap tire generators, scrap tire carriers and tire retailers shall be subject to rules as defined in Section 391-3-4.19 and handle scrap tires in accordance with the provisions of O.C.G.A. § 12-8-20, et seq. and the Rules for Solid Waste Management, Chapter 391-3-4 applicable to solid waste.

(Res. No. 01-004, § III, 1-16-2001)

Sec. 2-14-94. Transporting solid waste and litter.

- (a) It shall be unlawful to drive or operate a vehicle in the county hauling municipal, commercial, or industrial solid waste that leaks, flows freely or spills from said vehicle.
- (b) Any litter or municipal, commercial, or industrial solid waste hauled on a moving vehicle shall be covered or secured in such a manner that litter will not blow or escape from said vehicle while moving or parked on public or private property in the county.

(Res. No. 01-004, § IV, 1-16-2001)

Sec. 2-14-95. Regulation of all solid waste or litter containers and receptacles.

- (a) All solid waste or litter containers or receptacles shall be maintained in as sanitary a manner as is reasonably possible consistent with its use for solid waste and litter disposal.
- (b) Persons using solid waste and litter containers or receptacles shall deposit only authorized solid waste and refuse in the container or receptacle.
- (c) No person shall deposit a scrap tire in any container or receptacle unless authorized by the owner of the receptacle or the Board of Commissioners of Dougherty County or their designee.
- (d) No person shall deposit any burning or smoldering material in such container or receptacle.
- (e) No person shall set fire to the contents of any such container or receptacle.
- (f) No person shall deposit large non-compatible articles in containers or receptacles such as but not limited to, stoves, refrigerators, bed springs, large tree limbs or air conditioning units, except containers or receptacles designated for that purpose only.

- (g) No person shall deposit any flammable or explosive materials in any such container or receptacle.
- (h) No dead animals shall be deposited in any such container or receptacle.
- (i) No person shall willfully damage or alter the location of any such container or receptacle without the written consent of the Board of Commissioners of Dougherty County.
- (j) No salvage or scavenging operations shall be conducted in or around such containers or receptacles except by written consent of the Board of Commissioners of Dougherty County.
- (k) No person shall deposit any solid waste at a county solid waste collection and recycling center unless such solid waste is contained in a manner that it can be handled by the attendant and shall be deposited only during the official hours of operation.
- (l) No person shall deposit solid waste, water or litter of any kind at any county solid waste collection and recycling center into county owned receptacles or containers designated for the collection of recovered materials. Only authorized materials such as a glass, aluminum, newspaper, cardboard, plastic, and tin or other accepted material may be deposited in the appropriate container designated for said material.

(Res. No. 01-004, § V, 1-16-2001)

Sec. 2-14-96. Regulation of municipal solid waste landfills, inert landfills, construction and demolition landfills, and solid waste collection and recycling centers.

- (a) No landfill shall be operated in the county unless approved by the Board of Commissioners of Dougherty County under the Dougherty County Solid Waste Management Plan and permitted by the Environmental Protection Division of the Georgia Department of Natural Resources.
- (b) No person shall deposit solid waste of any kind outside the gate of a solid waste collection and recycling center.
- (c) No scavenging operation of any kind shall be allowed at a solid waste collection and recycling center.
- (d) No person shall move, remove, or cross any fence, gate barrier, or sign at a solid waste collection recycling center.
- (e) Price on solid waste brought to said center will be set to defray total cost of solid waste and recycling operations.
- (f) Hours of operation of said centers will be set to maximize convenience of residents of that area.
- (g) All recovered materials (recyclables) brought to collection centers will be accepted free of charge provided it is separated under current market specifications and likewise uncontaminated.

Appendix E

- (h) Attendant on duty will have full authority of said center consistent with this article.
- (i) All rules listed above shall apply to all public and/or private property in the county, all waters and/or waterways of the county, and all Dougherty County Solid Waste Collection and Recycling Centers.

(Res. No. 01-004, § VI, 1-16-2001)

Sec. 2-14-97. Violation.

- (a) Violations of this article shall be enforced by citations and/or accusations of Dougherty County, Georgia as provided in Dougherty County Resolution No. 89-030 and as provided in O.C.G.A. § 15-10-60 et seq. being entitled "Violation of Ordinances of Counties and State Authorities."
- (b) Any person violating any portion of this article shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished as follows:
 - (1) By a fine of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1,000.00).
 - (2) In the sound discretion of a court in which conviction is obtained, the person may be directed to pick up and remove from any public street or highway or public right of way for a distance not to exceed one mile any litter the person has deposited and any and all litter deposited thereon by anyone else prior to the date of execution of sentence.
 - (3) In the sound discretion of the judge of a court in which conviction is obtained, the person may be directed to pick up and remove from any public beach, public park, private right of way, or, with the prior permission of the legal owner or tenant in lawful possession of such property, any private property upon which it can be established by competent evidence that the person has deposited litter, and all litter deposited thereon by anyone prior to the date of execution of sentence.
- (c) The court may publish the names of persons convicted of violating any provision of this article.

(Res. No. 01-004, § VII, 1-16-2001)

Appendix F

DOUGHERTY COUNTY RESOLUTION 04-031

04-031

A RESOLUTION OF DOUGHERTY COUNTY, GEORGIA PROVIDING FOR THE MAKING OF CERTAIN FINDINGS; THE APPROVAL OF THE R. W. BECK LANDFILL EFFICIENCY STUDY AND FINANCIAL ANALYSIS; THE AUTHORIZATION OF AN INTERGOVERNMENTAL CONTRACT WITH THE CITY OF ALBANY REGARDING THE JOINT USE OF SOLID WASTE FACILITIES AND JOINT PROVISION OF SOLID WASTE SERVICES IN THE UNINCORPORATED AREAS OF DOUGHERTY COUNTY AND THE CITY OF ALBANY; THE APPROVAL OF A PLAN TO ENSURE THE FULFILLMENT OF THE ALBANY-DOUGHERTY COUNTY SOLID WASTE MANAGEMENT PLAN; AND FOR OTHER PURPOSES.

WHEREAS, Official Code of Georgia Annotated Title 12, Chapter 8, Section 20 (the "Georgia Comprehensive Solid Waste Management Act") provides, "it is declared to be the policy of the State of Georgia, in furtherance of its responsibility to protect the public health, safety, and well-being of its citizens and to protect and enhance the quality of its environment, to institute and maintain a comprehensive state-wide program for solid waste management which will assure that solid waste facilities, whether publicly or privately operated, do not adversely affect the health, safety, and well-being of the public and do not degrade the quality of the environment by reason of their location, design, method of operation, or other means and which, to the extent feasible and practical, makes maximum utilization of the resources contained in solid waste," and

WHEREAS, in accordance with the requirements of the Georgia Comprehensive Solid Waste Management Act, particularly Section 12-8-31.1 thereof, the City of Albany (the "City") and Dougherty County (the "County") have each heretofore adopted and approved the "Albany-Dougherty County Solid Waste Management Plan," dated April 1993 and prepared with the assistance of Roy F. Weston, Inc., Norcross, Georgia, consulting engineers (the "Plan"), setting forth the joint long-range plan of the City and the County respecting their solid waste management, collection and disposal; and

WHEREAS, the County and the City have been functioning under the provisions of the Plan since its finalization in April 1993 and have periodically reexamined and reaffirmed the Plan; and

WHEREAS, the Plan expresses the intent of the County and the City to continue to use the Dougherty County Landfill (the "Landfill"), and to upgrade the facility to meet Subtitle D requirements, including through the application for a vertical expansion permit to ensure capacity while the Subtitle D cells were designed, permitted, and constructed; and

WHEREAS, the Plan further provides for the County and the City to implement a phased approach to County-wide solid waste collection after assigning overall responsibility for the provision of collection services to a collection manager within the County Solid Waste Management Department to avoid duplication of effort, provide assurance of cost-effective and efficient service, and unify the collection service County-wide; and

I hereby certify that this is a true and correct copy.


COUNTY CLERK

WHEREAS, the Plan further provides for the City and the County to select through such manager public sector collection, private sector collection or a public-private partnership for collection, with the ultimate goal that collection services be consolidated; and

WHEREAS, the City is currently serving as the entity responsible for the collection component of the Plan, which the City now implements through some city contracts with licensed and permitted private haulers for collection within the City of approximately 25% of residential waste generated within the City, collection by City public works employees of the remaining residential waste generated within the City, and some direct contracts between licensed and permitted haulers and commercial generators in the incorporated and unincorporated areas of the County, and the City and the County continue to study means of making collection services available to all County residents in their continuing efforts to phase in the collection components of the Plan; and

WHEREAS, pursuant to an Act of the General Assembly of the State of Georgia (Ga. Laws 1971, p. 3323, *et seq.*), the City's Charter (the "City Charter") was amended to add new Section (19), providing, "The City of Albany shall have the power and authority to extend its garbage, refuse and rubbish collection services into Dougherty County beyond the corporate limits of the City of Albany where authorized by contract with Dougherty County"; and

WHEREAS, the County has retained R. W. Beck, Orlando, Florida, consulting engineers ("Beck"), to study and review the Plan, the Landfill and current collection practices in the County to determine the continuing viability and applicability of the Plan, and Beck has prepared the "Dougherty County Landfill Efficiency Study and Financial Analysis," dated March 29, 2004 (the "Study"), containing its findings; and

WHEREAS, Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia (the "Intergovernmental Contracts Provision") provides, in pertinent part, that a City and a County may contract with each other for periods of up to 50 years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment that the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the County has determined, after diligent analysis and review of the Plan and the Study, that it is in the best interest of the County and its citizenry, and is consistent with the County's powers pursuant to the Constitution of the State of Georgia and other applicable law, to continue to operate the Landfill and to enter into an intergovernmental contract with the City whereby the City shall (i) to provide or cause to be provided, through an open procurement process with licensed and permitted private haulers, all collection services with respect to municipal solid waste generated in the County, and (ii) to initiate the full implementation and phasing in of the collection portion of the Plan, including through the agreement to provide or cause to be provided collection services in the unincorporated areas of the County in accordance with the provisions of the Intergovernmental Contract; and

WHEREAS, the County has agreed to continue to operate the Landfill as a publicly owned disposal site for such waste; and

WHEREAS, after study and review, the County has also determined that it is in the best interest of the County and its citizenry to eliminate to the greatest extent possible risk of later chain of title liability with respect to improper handling or disposal of Municipal Solid Waste (as defined herein) generated within the County; and

WHEREAS, after study and review, the County has also determined that it is in the best interest of the County and its citizenry to require that all Municipal Solid Waste generated within the County's unincorporated boundaries be delivered for disposal to the County Landfill.

NOW, THEREFORE, in consideration of the foregoing analyses and determinations, the Board of Commissioners hereby finds and determines as follows:

Finding 1: The term "Municipal Solid Waste" shall be defined for purposes of this Resolution to mean any solid waste derived from households, including garbage, trash, and sanitary waste in septic tanks and means solid waste from single family and multi-family residences, hotels and motels, bunkhouses, camp grounds, picnic grounds, and day use recreation areas. The term also includes all types of solid waste generated by stores, offices, restaurants, warehouses, and manufacturing or industrial processes or operations that are not a hazardous waste regulated under Part One of Article Three of the "Georgia Hazardous Waste Management Act." Provided, however, that the following categories of waste are specifically deleted from the defined term:

- (a) Construction/Demolition Waste which is defined to include waste building materials and rubble resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings and other structures. Such waste include, but are not limited to, asbestos containing waste, wood, brick, metal concrete, wallboard, paper, cardboard, and other non-putrescible wastes which have a low potential for groundwater contamination; and
- (b) Inert Waste which is defined to include only those wastes which are not or are not likely to cause production of leachate of environmental concerns. Such wastes are limited to earth and earth like products, concrete, cured asphalt, rock bricks, yard trimmings, stumps, limbs and leaves.

Finding 2: The County has a compelling governmental interest in ensuring the public health, safety and well-being of its citizenry through the protection and enhancement of the quality of the environment in the County and through the prevention of the risk of financial loss or other liability through the improper handling or disposal of Municipal Solid Waste generated within the County.

Finding 3: The consolidation of all Municipal Solid Waste collection services in the City and the County will increase economic as well as procedural efficiency and safety in collection services whether such services are ultimately performed by the City directly or through contract with a licensed and permitted private hauler after an open procurement process.

Finding 4: The County has determined that it is necessary to require all Municipal Solid Waste generated within the unincorporated area of the County to be delivered for disposal to the County Landfill in order to insure the public health, safety, and well being of its citizenry through the protection and enhancement of the quality of the environment in the County and in order to reduce the risk of financial loss or other liability through the improper handling or disposal of Municipal Solid Waste generated within the County.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Dougherty County, AND IT IS HEREBY RESOLVED by authority of the same, as follows:

Section 1. The Intergovernmental Contract is hereby authorized and approved in substantially the form attached hereto as Exhibit "A" and hereby incorporated herein by reference, subject to such minor changes, insertions or omissions as may be approved by the Chairman of the Board of Commissioners, with the advice of the County Attorney. The Chairman of the Board of Commissioners is hereby authorized and directed to execute, and the Clerk of the County is hereby authorized and directed to attest, and place or impress the seal of the County on, the Intergovernmental Contract and to deliver the Intergovernmental Contract as an act of the County. Execution of the Intergovernmental Contract by the Chairman of the Board of Commissioners shall be conclusive evidence of the approval of any changes, insertions or omissions to such Intergovernmental Contract as herein provided.

Section 2. The County hereby approves and accepts the Study as delivered March 29, 2004.

Section 3. Any person, firm, partnership, corporation or other entity which transports, pursuant to a contract, whether oral or otherwise, Municipal Solid Waste generated within the unincorporated portion of the County shall be required to deliver such Municipal Solid Waste to that certain landfill owned and operated by Dougherty County.

Provided, however, that Municipal Solid Waste generated within the unincorporated portion of the County and transported by person, firm, partnership, corporation or other entity for disposal to a facility located outside of the State of Georgia shall be exempted from this requirement. Any such person, firm, partnership, corporation or other entity seeking an exemption under this provision shall submit a written waiver request to the County identifying the out of state location to which the Municipal Solid

Waste is being transported, the length of time for which the waiver is being requested and any other pertinent information requested by the County during its processing of the waiver request. Failure on the part of any person, firm, partnership, corporation or other entity to obtain such waiver shall disqualify it from this exception.

Section 4. Any person, firm, partnership, corporation or other entity violating any of the provisions of this Resolution shall be deemed guilty of a misdemeanor. Each day's continuance of such violation shall be considered a separate offense. Upon conviction, any person, firm, partnership, corporation or other entity shall be subject to a fine of One Thousand Dollars (\$1,000) for each offense. In addition to any other remedy available, these regulations may be enforced in the Magistrate Court of Dougherty County, Georgia as provided in O.C.G.A. Section 15-10-60 through Section 15-10-66, as amended.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed, the welfare of the citizenry of the County requiring it. This resolution shall be in full force and effect from and after its adoption.

Section 6. All acts heretofore taken by any officer of the County in connection with the Plan or the Study are hereby ratified and approved.

This Resolution effective immediately upon its adoption.

DOUGHERTY COUNTY

By: *Jay Bodine*

Chairman

(SEAL)

Attest:

Barbara Russell

Clerk

August 2, 2004

Appendix G

LANDFILL CAPACITY ASSURANCE LETTER



DOUGHERTY COUNTY
SOLID WASTE
ALBANY, GEORGIA

MICHAEL MCCOY, DIRECTOR

December 21, 2005

Richard Crowdis
Dougherty County Administrator
P.O. Box 1827
Albany, GA 31702-1827

Dear Mr. Crowdis:

This letter serves as a 10-year disposal capacity assurance for waste generated throughout Dougherty County from 2006 through 2015. The Dougherty County Fleming Road/Gaissert Road Sanitary Landfill, EPD Permit Number 047-014D, owned and operated by Dougherty County, will accept all the MSW disposed from the City of Albany and Dougherty County, assumed to be an average of 138,000 tons per year over the ten year time frame. The Dougherty County Landfill has permitted capacity sufficient to handle all 1.38 million tons expected to be disposed in the next ten years.

Sincerely,

Michael McCoy
Director of Solid Waste
Dougherty County