



CITY OF MABLETON, GEORGIA

Riverside EpiCenter
135 Riverside Pkwy, Austell, GA 30168
January 28, 2025 at 6:30 PM

The Honorable Michael Owens, Mayor
The Honorable Ron Davis, District 1 Councilmember
The Honorable Dami Oladapo, District 2 Councilmember
The Honorable Keisha Jeffcoat, Mayor Pro Tem/District 3 Councilmember
The Honorable Patricia Auch, District 4 Councilmember
The Honorable TJ Ferguson, District 5 Councilmember
The Honorable Debora Herndon, District 6 Councilmember

CITY COUNCIL SPECIAL CALLED MEETING AGENDA

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. INVOCATION**
- 4. PUBLIC COMMENTS** - 2 minutes per speaker - no more than 30 minutes for all speakers.
Anyone wishing to make a public comment should complete and submit the public comment card to the City Clerk prior to the start of the meeting.
- 5. PLEDGE OF ALLEGIANCE**
- 6. NEW BUSINESS**
 - a. Discussion and Consideration of a Resolution Providing Notice of City's Intent to Adopt State Fire Standards - City Attorney Emilia Walker-Ashby**
- 7. UNFINISHED BUSINESS**
 - a. Presentation, Review and Discussion - Chapter 12, Solid Waste Management, of the City of Mableton Code of Ordinances, to Establish Procedures for the Collection, Disposal, and Recycling of Solid Waste - Mayor Owens and City Attorney Emilia Walker-Ashby**
 - b. Second Read - Consideration and Approval of An Ordinance Creating Chapter 12, Solid Waste Management, of the City of Mableton Code of Ordinances, to Establish Procedures for the Collection, Disposal, and Recycling of Solid Waste and for Other Lawful Purposes - City Attorney Emilia Walker-Ashby**
- 8. CITY MANAGER/CITY ATTORNEY/MAYOR AND COUNCIL ANNOUNCEMENTS/COMMENTS**
- 9. EXECUTIVE SESSION FOR LITIGATION (O.C.G.A. 50-14-3(B)(1)(A)REAL ESTATE(O.C.G.A. 50-14-3 (B)(1)) PERSONNEL (O.C.G.A. 50-14-3 (B)(2)) AND MISC. EXEMPTIONS (O.C.G.A. 50-14-3 (B)(4)&(5))**
- 10. ADJOURNMENT**

Persons with special needs relating to handicapped accessibility, disability, or foreign language may contact the City Clerk at (404) 927-9502 or susan.hiott@mableton.gov at least three days prior to the meeting. The clerk can be located at the City of Mableton Offices, Riverside EpiCenter, 135 Riverside Pkwy, Austell, Georgia 30168 during regular office hours.

**A RESOLUTION PROVIDING NOTICE OF THE CITY OF MABLETON’S INTENT
TO ADOPT STATE FIRE SAFETY STANDARDS AND FOR OTHER LAWFUL
PURPOSES**

WHEREAS, the City of Mableton (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia (“State”);

WHEREAS, the duly elected governing authority of the City is the Mayor and Council (“City Council”) thereof;

WHEREAS, the City Charter Sec. 1.13(24) and O.C.G.A. § 36-30-7.1 authorizes the City “either directly or by contract” to provide “fire protection” and fire safety” services;

WHEREAS, pursuant to O.C.G.A. § 25-2-12(b), cities “having a population of less than 45,000 as determined by the most recent decennial census published by the United States Bureau of the Census may adopt the state minimum fire safety standards adopted in the rules and regulations promulgated” by the State and State Safety Fire Commissioner;

WHEREAS, O.C.G.A. § 25-2-12(b) further provides that cities shall notify the State Safety Fire Commissioner of their intent to adopt and enforce the State minimum fire safety standards.

WHEREAS, the City desires through this Resolution to provide notice of its intention to adopt and enforce the State minimum fire safety standards; and

WHEREAS, this Resolution is enacted to safeguard and promote the City’s successful fire services transition and the public health, safety, and general welfare of the City.

NOW, THEREFORE, BE IT RESOLVED, by the governing authority of the City of Mableton, Georgia, as follows:

Section 1.

- a. Notice of Intent to Adopt and Enforce State Minimum Fire Safety Standards.** Pursuant to O.C.G.A. § 25-2-12(b) and other applicable laws, the City hereby provides notice of its intention to adopt and enforce the State minimum fire safety standards.
- b. Directive to City Attorney.** The City Attorney is hereby directed to provide a copy of this Resolution to the State Safety Fire Commissioner promptly following its adoption.

Section 2. It is hereby declared to be the intention of the City Council that:

- (a) All sections, paragraphs, sentences, clauses and phrases of this Resolution are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

- (b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.
- (c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution.

Section 3. The City Attorney and the City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing and renumbering purposes.

Section 4. The effective date of this Resolution shall be the date of adoption, unless provided otherwise by the City Charter, state and/or federal law.

BE IT SO RESOLVED, this _____ day of _____, 2025.

ATTEST:

CITY OF MABLETON, GEORGIA:

Susan D. Hiott, City Clerk

Michael Owens, Mayor

APPROVAL AS TO FORM:

Emilia Walker-Ashby, Interim City Attorney



AGENDA ITEM MEMORANDUM

MEETING OF: January 28, 2025

DEPARTMENT:

ISSUE/AGENDA ITEM TITLE: Presentation, Review and Discussion - Chapter 12, Solid Waste Management, of the City of Mableton Code of Ordinances, to Establish Procedures for the Collection, Disposal, and Recycling of Solid Waste - Mayor Owens and City Attorney Emilia Walker-Ashby

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION: I move to

ATTACHMENTS:

1. ORD 2025-01-01 CHAPT 12 - Solid Waste Management 15112152 (1) (1)

STATE OF GEORGIA
COBB COUNTY
CITY OF MABLETON

ORD 2025-01-01

**AN ORDINANCE CREATING CHAPTER 12, SOLID WASTE MANAGEMENT, OF
THE CITY OF MABLETON CODE OF ORDINANCES, TO ESTABLISH
PROCEDURES FOR THE COLLECTION, DISPOSAL, AND RECYCLING OF SOLID
WASTE AND FOR OTHER LAWFUL PURPOSES**

WHEREAS, the City of Mableton (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, the duly elected governing authority of the City is the Mayor and Council (“City Council”) thereof;

WHEREAS, pursuant to O.C.G.A. § 36-35-3 and City Charter Sections 1.13 (8) & (34), the City Council is authorized to manage the collection and disposal of garbage, rubbish, and refuse by others and to adopt ordinances it deems necessary, expedient, or helpful for the health, welfare, sanitation, comfort, and well-being of the inhabitants of the city;

WHEREAS, the city finds that the municipal solid waste services provided for herein will serve to promote safety, sanitation, reliable waste collection service, protection of the environment and City streets and roads; and

WHEREAS, the City finds it to be in the public interest and for the health, welfare, sanitation, comfort, and well-being of the City and its inhabitants to adopt the provisions herein regarding the City’s provision of solid waste services.

IT IS HEREBY ORDAINED by the governing authority of the City of Mableton, as follows:

Section 1: The City Code of Ordinances is hereby amended to create Chapter 12, Solid Waste Management, to read as follows:

CHAPTER 12 – SOLID WASTE MANAGEMENT

ARTICLE 1 - GENERALLY

Sec. 12.1.1 – Purpose and intent.

- 1) This chapter manages the collection and disposal of waste, garbage and recyclable materials, including, but not limited to all waste byproducts of manufacturing or commercial establishments, cinders and ashes from commercial boilers, and card and wooden boxes, crates and barrels, as well domestic waste including meat, vegetable and

fruit scraps, cans, bottles, paper, cardboard, rags, ashes, and other such waste material ordinarily disposed from residences, churches, schools, small business establishments, and other such places. Animals, fowl, and fish entrails, bones and carcasses whether in whole or in part, from business establishments such as slaughterhouses and meat and fish markets shall not constitute "garbage", but shall constitute "other waste." Waste also includes animal, fowl, and fish excrement, entrails, bones, and carcasses in whole or in part and dead animals, and any other refuse material not otherwise classified herein.

- 2) The city further hereby declares the intent and purpose of this chapter to be such that a uniform and consistent procedure for managing the storage, collection, transportation and disposal of solid waste is established so as to:
 - a) Protect the public health, safety and welfare by providing for the removal of inorganic refuse materials laden with bacterial elements and contaminants detrimental to the general well-being of the citizens and environment; and
 - b) Provide for the uniform prohibition throughout the city of any and all littering on public and private property and to curb thereby the desecration of this city's scenic beauty; and
 - c) Protect and enhance the quality of the water, air and overall environment by guarding against any of the degradations thereto which stem from the burial, deposition, burning, dumping, discard or disposal of litter and solid waste in the city.

Sec. 12.1.2 - Authority

- 1) The city enacts this chapter under applicable state and local laws, including the authority of article 9, section 2, paragraphs II and III of the State of Georgia Constitution (1983), O.C.G.A. § 12-8-20, et seq., O.C.G.A. § 36-30-7.1, O.C.G.A. § 36-35-3 and city charter sections 1.13 (8) & (34).
- 2) Authority is hereby granted to the city manager and/or his designee to carry out the requirements of this chapter.

Sec. 12.1.3 - Definitions.

- 1) Except as specifically defined herein, all words used in this chapter shall have their customary dictionary definitions.
- 2) Words used in the singular shall include the plural and words used in the plural shall include the singular. Words used in the present tense shall include the future tense.
- 3) The definitions provided in O.C.G.A. § 12-8-22 and DNR Rule 391-3-4.01, as amended, which are not defined in this section are hereby incorporated into this chapter. The definitions provided in O.C.G.A. § 12-8-22 shall control to the extent they are in conflict with DNR Rule 391-3-4.01.
- 4) The following words, terms, and phrases when used in this chapter shall have the following

meanings ascribed to them, except where the context clearly indicates a different meaning:

Agricultural solid waste shall mean all organic waste products generated by farm production operations involving field crops, orchards or animals.

Aircraft shall mean any device used or designated for flight.

Asbestos-containing solid waste shall mean any solid waste containing more than one percent, by weight, of naturally occurring hydrated mineral silicates separable into commercially used fibers, specifically the asbestiform varieties of serpentine, chrysotile, cummingtonite-grunerite, amosite, riebeckite, crocidolite, anthophyllite, tremolite and actinolite, using the method specified in appendix A, subpart F, 40 CFR part 763, section 1.

Authorized recycling agent shall mean any person, organization or entity having verbal or written consent from the owner of recyclable material to separate or collect such materials from designated recovered material collection locations.

The city council shall mean the city council of Mableton, Georgia.

Brush collection container shall mean a solid waste collection container for brush and related large vegetative material which is capable of being covered with a tarp or top during transportation of the brush.

Bulky waste shall mean solid waste with weights or volumes which exceed the designated capacity of solid waste storage or collection containers. Such waste includes but is not limited to tree limbs, mattresses and other large items.

Charitable recycling group shall mean a civic or nonprofit group engaged in the separation or collection of recovered material.

City shall mean the City of Mableton, a political subdivision of the State of Georgia.

Cobb County shall mean Cobb County, a political subdivision of the State of Georgia.

Commercial handbill shall mean any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, booklet or any other printed or otherwise reproduced original, or copies of any matter or literature which advertise for sale any merchandise, product, commodity or thing, or direct attention to any business, mercantile or commercial establishment or other activity for the purpose of either directly or indirectly promoting the interest thereof by sales.

Commercial solid waste shall mean all types of solid waste generated by stores, offices, restaurants, warehouses and other nonmanufacturing activities, excluding residential and industrial wastes. This term includes solid waste generated by premises having three or more residential dwelling units on a single premises such as apartment buildings, condominiums and mobile home courts. This term does not include residential or industrial wastes.

Commercial solid waste container shall mean any solid waste storage or collection container used for the leakproof and spillproof storage, containment, conveyance or transportation of any commercial solid waste contained therein.

Compactor-type collection vehicle shall mean any truck or vehicle used in the collection, conveyance or transportation of solid waste which has a leakproof, spillproof, self-contained compacting mechanism.

Composting shall mean solid waste handling which consists of the controlled, biological decomposition of organic matter into a stable, odor-free humus.

Contract recovered material collection agent or contractor shall mean a person under contract with, and with direct authorization of, the city to separate, collect or transport recovered material from designated recovered material collection locations.

Construction/demolition waste shall mean waste building materials and rubble resulting from construction, remodeling, repair and demolition operations on pavements, houses, commercial buildings and other structures. Such waste includes but is not limited to asbestos-containing waste, wood, bricks, metal, concrete, wall board, paper cardboard, inert waste landfill material and other nonputrescible waste which has a low potential for groundwater contamination. Such waste is not normally water soluble nor hazardous in nature and does not include any municipal or agricultural solid waste.

Curbside recovered material storage container or curbside container shall mean a container, of less than 100 gallons' capacity, designed and constructed for the safe containment and placement for collection of recovered material from the curb or residential premises consisting of one or two dwelling units.

Curbside recycling shall mean the placement of recovered materials in curbside containers at the designated recovered material collection location at residential premises consisting of one or two dwelling units.

Dead animals shall mean solid waste consisting of animals that have died from any cause except those slaughtered for human consumption.

Designated recovered material collection location shall mean the location or locations where the owner of the recyclable material places such material for the purpose of material recovery and recycling, including curbside and recovered material storage containers.

Disabled Person means an owner of a residential service unit who is disabled to the extent that he or she is incapable of placing his or her residential municipal solid waste, storage cart, residential recovered materials, storage bin, white goods, bulk waste and/or yard trimmings at the residential designated collection location for collection by the residential service provider, such that he or she satisfies this chapter.

Disposal facility shall mean 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.

Division of solid waste shall mean the city department of community development or department designated by the city manager and/or city council.

Front-loading compacting equipment or *front-loader* shall mean a vehicle consisting of a container-lifting mechanism and storage body that loads from the front of the vehicle and compacts, transports and self-unloads material to the rear.

Garbage shall mean municipal solid waste, including putrescible waste, which attends the preparation, use, cooking, dealing, storage or distribution of animal or vegetable matter intended for human consumption, but excluding agricultural solid waste.

Hauler, company or *collector* shall mean a person and/or entity approved by the city to engage in the business of the collection or transportation of solid waste, but excluding a person who collects or transports solid waste from his, her or its own dwelling or residence.

Hazardous waste shall mean any solid waste which has been defined as a hazardous waste either by the Georgia Hazardous Waste Management Act, O.C.G.A. § 12-8-60 et seq., or in regulations promulgated by the Georgia Board of Natural Resources, chapter 391-3-11.

Industrial solid waste shall mean solid waste generated by manufacturing or industrial processes that is not a hazardous waste as defined either by the Georgia Hazardous Waste Management Act, O.C.G.A. § 12-8-60 et seq., or in the regulations promulgated by the Georgia Board of Natural Resources, chapter 391-3-11.

Institutional solid waste shall mean a municipal solid waste generated by educational, health care and research facilities, including but not limited to schools, hospitals, nursing homes, laboratories and similar establishments.

Knuckle-boom equipment shall mean a hydraulically or electronically operated mechanical device designed to lift objects to be collected, loaded and transported from the curb into the body mounted on the collecting vehicle.

Leachate collection system shall mean a system at a landfill for collection of the leachate which may percolate through the waste and into the soils surrounding the landfills.

Landfill shall mean an area of land on which or an excavation in which solid waste is placed for permanent disposal and which is not a land application unit, surface impoundment, injection well or compost pile.

Litter means any organic or inorganic waste material, rubbish, refuse, garbage, trash, hulls, peelings, debris, grass, weeds, ashes, sand, gravel, slag, brickbats, metal, plastic, and glass containers, broken glass, dead animals or intentionally or unintentionally discarded materials of every kind and description which are not "waste" as such term is defined in O.C.G.A., § 16-7-51, paragraph 6.

Litter receptacle shall mean a receptacle designed and constructed to receive, collect, store and contain litter in a convenient and spillproof manner.

Manager shall mean the city manager, or his/her designee(s).

Materials recovery facility shall mean a solid waste handling facility that provides for the extraction from solid waste of recoverable material, material suitable for use as fuel or soil amendment, or any combination of such material.

Municipal solid waste shall mean any solid waste derived from households, including garbage, trash and sanitary waste in septic tanks and includes 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.

Municipal solid waste disposal facility shall mean any facility or location where the final deposition of any amount of municipal solid waste occurs, whether or not mixed with or including commercial or industrial solid waste, including but not limited to municipal solid waste landfills.

Municipal solid waste landfill shall mean a disposal facility where any amount of municipal solid waste, whether or not mixed with or including commercial waste, industrial waste, nonhazardous sludge or small quantity generator hazardous waste, is disposed of by means of placing an approved cover thereon.

Newspaper shall mean any newspaper of general circulation as defined by general law, any newspaper duly entered with the Post Office Department of the United States, in accordance with federal statute or regulations, and any newspaper filed and recorded with any recording officer as provided by general law, and, in addition thereto, shall mean and include any periodical or current magazine regularly published with not less than four issues per year, and sold to the public.

Noncommercial handbill shall mean any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, magazine, booklet or any other printed or otherwise reproduced original, or copies of any matter or literature which are not commercial handbills or newspapers as defined herein.

Nuisance shall mean anything which:

- (1) Meets that definition of the term as defined by O.C.G.A. § 41-1-1 as now or hereafter amended; or
- (2) Occurs during or as a result of the handling or disposal of solid waste to the detriment of the public welfare in that it injures health, offends the senses, obstructs the reasonable and comfortable use of property, or causes inconvenience or discomfort to a community or neighborhood.

Offal waste shall mean waste animal matter (whether of land or marine origin), generated by the processing, preparation or packaging of food or animal matter at butcher shops, slaughterhouses, food processing or packaging plants or rendering or fertilizer plants.

Open-top collection container shall mean a unit whose body is both constructed with sides to confine bulk items collected and transported by the unit and capable of being covered either by a tarp or top.

Owner of recovered material shall mean the generator of recovered material or its authorized agent, or the contractor, the recovered material collector, the private recycler, the person having possession of recovered material, or the person to whom the generator has transferred title to the recovered material. The owner shall have transferred title to the material at such time as the same

is placed or deposited in any curbside storage container or recovered material collection container for the purpose of recycling.

Park shall mean a park, reservation, playground, beach, recreation center or any other public area in the city which is owned or used by the city and devoted to active or passive recreation.

Person shall mean the State of Georgia or any other state or any agency or institution thereof, any municipality, county, political subdivision, public or private corporation, solid waste authority, special district empowered to engage in solid waste management activities, individual, partnership, association or other entity in Georgia or any other state. This term shall also include any officer or governing or managing body of any municipality, political subdivision, solid waste authority, special district empowered to engage in solid waste activities, or public or private corporation in Georgia or any other state. This term shall also include employees, departments and agencies of the federal government.

Private industry solid waste disposal facility shall mean a disposal facility which is operated exclusively by and for a private solid waste generator for the purpose of accepting solid waste generated exclusively by the private solid waste generator.

Private premises shall mean any dwelling, house, residence, building or other structure, designed or used either wholly or in part for the private residential purposes, whether inhabited or temporarily or continuously uninhabited or vacant, and shall include any yard, grounds, walk, driveway, porch, steps, vestibule or mailbox belonging or appurtenant to such dwelling, house, building or other structure.

Private recycler shall mean an individual, corporation, partnership or other private person engaged in the business of handling recovered material, including but not limited to dealers, processors, brokers and consumers of recovered material.

Public health or safety hazard shall mean any operation or activity done by a solid waste collector or not done, but was required to be done by the solid waste collector by federal, state, or local law, which could result in physical damage or injury to the general public or their property.

Public place shall mean any and all streets, rights-of-way, boulevards, alleys or other public ways, and any and all public parks, squares, grounds, buildings, beaches, playgrounds or conservation or recreation areas.

Putrescible waste shall mean waste that is capable of being quickly decomposed by microorganisms at ambient temperature and conditions and usually associated with offensive odors and disease vectors. Examples include, but are not limited to, the following: kitchen waste, animal manure, offal, hatchery and poultry processing plant wastes, dead animals, garbage and solid waste contaminated by such waste.

Rear-loading compacting equipment or rear-loader shall mean the body and tailgate assembly of a rear-loading collection vehicle that loads, compacts, transports and unloads material at the rear of the vehicle. These assemblies may include mechanical devices used for lifting and receiving material from stationary storage containers.

Recovered material shall mean that material which has a known use, reuse, or recycling potential, "can be feasibly used, reused or recycled," and has been diverted or removed from the

solid waste stream for sale, use, reuse or recycling, whether or not requiring subsequent separation and processing. Such material, once recovered, is not solid waste.

Recovered material collection container shall mean a bulk container, exceeding 100 gallons' capacity, which is exclusively designed, constructed and conveniently placed for the safe, spillproof containment and conveyance of recovered material. This term includes but is not limited to bins, receptacles, drop-off boxes and containers used to collect recovered material from residential premises consisting of three or more dwelling units and all nonresidential areas.

Recovered material collection vehicle shall mean a vehicle upon which equipment is mounted or attached for the purpose of loading, compacting, transporting or unloading recovered materials or recovered material collection containers. This term includes but is not limited to, roll-off, side-loading, rear-loading, or open-top containers, trucks or other similar vehicles while engaged solely in the collection of recovered material.

Recovered material collector shall mean a person engaged exclusively in the business of separating, collecting or transporting recovered material, with or without compensation, from residential, business, industrial, commercial, institutional or other similar premises, including persons under contract or agreement with the owner or generator of solid waste or recovered material for collection.

Recovered material storage container shall mean any bulk container, exceeding 100 gallons' capacity, designed, constructed and labeled for the containment and placement of recovered material for collection.

Recovered material handling shall mean the separation, collection, storage, processing, consumption, transportation or reuse or resale of recovered material.

Recovered material processing facility shall mean a facility engaged solely in the storage, processing and resale or reuse of recovered material; however, any solid waste generated by such facility shall be subject to all applicable laws and regulations relating to solid waste. This term specifically excluded any solid waste handling facility as is defined herein.

Recyclable material shall mean any material which has a known use or reuse and can be feasibly used, reused, or is capable of being reused or returned to use in the form of a raw material or product. Such recyclable material shall have been diverted or removed from the solid waste stream prior to collection of the same.

Recycling shall mean any process by which recyclable material which would otherwise become solid waste is collected, separated or processed and reused or returned to use in the form of raw materials or products.

Residential solid waste shall mean all municipal solid waste originating in residential premises consisting of one or two dwelling units. This term does not include solid waste originating in residential premises consisting of three or more dwelling units which share the use of a solid waste storage container.

Roll-off shall mean a vehicle equipped with hoist arms, hook, frame cable and/or chain which is used to elevate, support, transport and unload solid waste collection containers or contained material.

Scout shall mean a vehicle with the maximum capacity of eight cubic yards or 216 cubic feet. The "box" of the truck may be configured in any manner so as not to exceed eight cubic yards provided that the dimensions thereof comply with all state and local laws. The scout shall be used to collect solid waste in areas not easily accessible to compactor-type trucks. After collection by a scout vehicle, the solid waste shall be hydraulically or manually emptied into a compactor truck. The scout shall not make direct use of disposal facilities such as landfills or transfer stations. The scout shall be leakproof and covered in such a manner as to prevent waste from falling, leaking or blowing from the vehicle when traveling to or from the compactor truck.

Side-loading compacting equipment or *side-loader* shall mean the body and compaction assembly of a collection vehicle which loads at the side and unloads at the rear thereof.

Solid waste shall mean discarded putrescible and nonputrescible wastes, except water-carried body waste and recovered material, and shall include garbage; rubbish such as paper, cartons, boxes, wood, tree branches, yard trimmings, furniture and appliances, metal, tin cans, glass, crockery or dunnage; ashes; street refuse; dead animals; sewage sludges; animal manures; industrial waste such as waste material generated by industrial operations; residue from solid waste thermal treatment technology; food processing waste; demolition waste; abandoned automobiles; dredging waste; construction waste; and other waste material in a solid or semisolid or liquid state not otherwise defined herein or by O.C.G.A. § 12-8-20 et seq. Such term shall not include any material which is regulated pursuant to the Georgia Water Quality Control Act, O.C.G.A. article 2 of chapter 5 of title 12, or the Georgia Air Quality Control Act of 1978, O.C.G.A. chapter 9 of title 12.

Solid waste collection container shall mean a bulk container, exceeding 100 gallons' capacity, which is designed and constructed for the containment and/or conveyance without spillage of any solid waste contained therein.

Solid waste collection vehicle shall mean any vehicle upon which equipment is mounted or attached for the purpose of loading, compacting, transporting and/or unloading solid waste collection containers. This term includes solid waste transfer trailers, front-loaders, roll-offs, side-loaders, rear-loaders, open-top containers, brush-loaders and knuckle-boom equipment during such time as these vehicles are engaged in the handling or transportation of solid waste.

Solid waste handling shall mean the storage, collection, transportation, treatment, utilization, processing or disposal of solid waste, or any combination of such activities.

Solid waste handling facility shall mean any facility, the primary purpose of which is the storage, collection, transportation, treatment, utilization, processing or disposal or any combination thereof, of solid waste.

Solid waste storage container shall mean any container designed and constructed for the leakproof and spillproof storage of solid waste, and provided by or to the generator for the containment and placement of solid waste for collection. This term shall include residential metal or plastic containers and plastic bags.

Solid waste thermal treatment technology shall mean any solid waste handling facility, the purpose of which is to reduce the amount of solid waste to be disposed of through a process of combustion, with or without the process of waste energy.

Transfer station shall mean a facility used to transfer solid waste from one transportation vehicle to another for transportation to a disposal facility or processing operation.

Unauthorized collection of recovered material shall mean the removal of recovered material without permission of the owner, its authorized agent or the city.

Vehicle shall mean any engine-powered, mobile device in, upon, or by which any person or property is or may be transported or drawn upon a highway, road, rail or track.

Waste-to-energy shall mean a process of combustion through which occurs the extraction and utilization of energy from municipal solid waste.

Waste-to-energy facility shall mean a solid waste handling facility that provides for the extraction and utilization of energy from municipal solid waste through the process of combustion.

White goods waste shall mean solid waste consisting of discarded or abandoned large appliances, including refrigerators, freezers, stoves, ranges, water heaters and similar domestic or commercial large appliances. This term does not include material which is recovered material which is described as herein.

Yard trimmings or *yard trash* shall mean leaves, brush, grass clippings, shrub and tree prunings, discarded Christmas trees, nursery and greenhouse vegetative residuals and vegetative matter resulting from landscaping development and maintenance, other than mining, agricultural and silvicultural operations. Haulers may have other requirements that may have to be followed in addition to these requirements.

Sec. 12.1.4 - Retention of city police powers.

The city retains and reserves all of its police powers and the rights, privileges, and immunities that it now has under the law to patrol and police the streets and public ways within the city, and the granting of any contract as a result of this chapter shall in no way interfere with the improvements to, or maintenance of, any street, alley or public way, and the rights of the city to use said streets, alleys and public ways.

Sec. 12.1.5 - Amendments.

The city reserves the right and power, pursuant to its police power to modify, amend, alter, change or eliminate any rules, requirements, fees, charges and rates of the city as set forth under this chapter, and to impose such additional conditions that are not inconsistent with the rights granted by this chapter, upon the company and all persons, firms or entities of the same class as the company, as may be reasonably necessary in the city council's discretion to preserve and protect the public, health, safety and welfare and/or insure adequate service to the public.

Sec. 12.1.6 - Taxes.

The company shall promptly pay all lawful ad valorem taxes, levies and assessments, if any, that are imposed upon the company. Absent an administrative or judicial challenge, or appeal, the failure to pay any such tax, levy or assessment is a violation of this chapter.

Sec. 12.1.7 - Public necessity.

The city council hereby finds and declares that the public welfare, convenience and necessity require the garbage collection services provided by the city under this chapter.

ARTICLE 2 – CITY APPROVED HAULERS

Sec. 12.2.1 - Responsibility of citizens and businesses to use city approved hauler.

It shall be the responsibility of each citizen both residential and commercial to be served by a city contracted solid waste hauler. Failure to be served by a city contracted solid waste hauler shall result in a violation of this chapter.

Sec. 12.2.2 - Non-exclusive contract required.

- (a) *Haulers.* All persons and entities providing solid waste services inside the city, whether for residential or commercial purposes, shall be registered and operate under an approved exclusive or non-exclusive contract with the city, effective as of March 26, 2025. This non-exclusive contract shall be pursuant to the terms set forth under this chapter, which shall include but not limited to, contracting with residential and/or commercial customers and providing services pursuant to such agreement, placing and servicing containers, operating trucks, vehicles and trailers, and such other operations and activity as are customary and/or incidental to solid waste collections and service. No person, business establishment, or entity shall practice or engage in the collection or disposal of solid waste and/or recyclable materials after March 26, 2025, without a city approved contract as required under this chapter.
- (b) *Term.* Such non-exclusive contract shall have a term of no longer than one calendar year, terminating on December 31 of that same year. Such non-exclusive contracts shall automatically renew annually for a consecutive one calendar year term, unless terminated sooner by the city. Each hauler shall pay a contract renewal fee to the city as set forth on the city's solid waste management fee schedule maintained by the city clerk, within 30 days of each annual contract renewal.
- (c) The city may bid out services for a particular waste collection and disposal service in addition to permitting non-exclusive contracts for other waste and disposal services.
- (d) *Hauler Fees.* A schedule of registration and administrative fees related to this chapter shall be kept on file with the city clerk.

Sec. 12.2.3 - Acceptance by company.

(a) *Contract acceptance.*

- 1) *Form.* All companies operating a residential or commercial refuse waste service shall file with the city its acceptance of the terms and provisions of this chapter, which shall constitute said company's request for a city approved contract. The acceptance and request for contract (the "application") shall be in writing in a format provided by the city substantially as follows:

[insert company name] (the "Company"), acting by and through an officer who is acting within its official capacity and authority, hereby accepts this contract with the City of Mableton, Georgia, to operate a refuse and solid waste collection and disposal system within the City as set forth under Chapter 12, Solid Waste Management, of the City of Mableton, Georgia, Code of Ordinances (referred to herein as the "Solid Waste Ordinance"). For consideration herein, and as set for under the Solid Waste Ordinance, company agrees to be bound and governed by each term, provision and condition of the Solid Waste Ordinance, to accept and to give the benefits provided by the Solid Waste Ordinance, and to perform each service and duty set forth and provided for in the Solid Waste Ordinance in a businesslike and reasonable manner and in compliance with the Solid Waste Ordinance.

So agreed, this _____ day of _____, _____.

[signature]

[printed name]

[title]

[business address]

[contact number]

[notary]

(b) *Additional information.* If the company is a partnership, limited liability company, corporation, or other legal entity, the application must be executed by a duly-authorized officer, manager, member, partner, or shareholder, as applicable. If the company is not a corporate entity, the application must be executed by the person primarily responsible for the operation of the company within corporate city limits. Signatures on the application shall be notarized, and the following information and/or items must be included with the application:

- (1) The company's full legal name and any other names, including business or trade names, used by the company in the preceding four years. If the company is a sole proprietor, the company's full legal name must be that of a natural person, and any nicknames or aliases for such person must also be specified.
- (2) The company's current business address(es), which shall include at least one physical address, and the address of the company's registered agent for service of process if the company is a corporate entity.
- (3) If the company is not a sole proprietor, then the partnership, limited liability company, corporation, or other legal entity shall submit a complete list of its:
 - i. Officers;
 - ii. Directors;
 - iii. Partners, members, or shareholders holding a ten percent or greater ownership interest in such legal entity, or if there is no shareholder with at least a ten percent interest, the ten shareholders with the greatest ownership interest; and
 - iv. Employee or agent(s) assigned primary responsibility for communications with the city.

(c) *Supporting Documentation.* The following information shall be attached to the submitted contract:

- a. The company's customer service telephone number and website;
- b. A notarized statement certifying that all company drivers have a current commercial driver's license (CDL) and all company trucks are registered with the Georgia Department of Transportation;
- c. A current solid waste handling permit from the Director of the Environmental Protection Division of the Georgia Department of Natural Resources or any successor agency authorized to issue permits pursuant to O.C.G.A. § 12-8-24; and
- d. An insurance certificate evidencing the company's maintenance of insurance as required under this chapter.

(d) *Compliance required.* Any non-exclusive contract entered into with the city pursuant to the provisions of this chapter shall be a mere grant or privilege to carry on business during the term of such contract, subject to all terms and conditions imposed by this chapter and applicable local, state and federal laws relating to such business. Failure to register and operate in accordance with this chapter and/or an approved contract with the city shall be a violation of this chapter and shall subject the company to termination, suspension and/or revocation of the contract by the city, in addition to any other fines, penalties and actions allowed by law.

Sec. 12.2.4 - Establishment of an environmental management fee.

The city hereby establishes an environmental management fee in consideration of the benefits, costs, expenses, programming and/or improvements associated with the city's solid waste management, as follows:

- a) *Commercial.* The city hereby establishes an environmental management fee assigned to all haulers collecting and disposing of commercial solid waste in the amount of thirteen and a half percent (13.5%) of the company's gross receipts resulting from commercial solid waste services provided by the hauler to customers within the city, exclusive of sales tax.
- b) *Residential.* The city hereby establishes an environmental management fee assigned to all haulers collecting and disposing of residential solid waste, in the amount of six percent (6%) of the company's gross receipts resulting from residential solid waste services provided by the hauler to customers within the city, exclusive of sales tax. Any hauler electing to pass the fee under this subsection onto the residential customer shall be prohibited from billing more than fifty percent (50%) of said residential fee to the customer.
- c) *Quarterly reports and fees; due dates.*

- (1) All solid waste bills generated by companies after April 1, 2025 shall include the environmental management fee set forth under this chapter. Haulers shall remit the environmental management fee ("quarterly fee") to the city each quarter, along with a quarterly report for services performed the quarter prior. The quarters shall be broken down as January 1 through March 31, April 1 through June 30, July 1 through September 30 and October 1 through December 31.
- (2) The initial quarterly report and quarterly fee shall be due to the city by August 15, 2025, and shall include quarterly fees and reporting commencing from April 1, 2025. Quarterly fees and quarterly reports thereafter shall be due to the city by February 15, May 15, August 15, and November 15 annually, with each payment being based upon the company's gross receipts during the prior quarter.
- (3) *Form.* The quarterly reports shall be submitted in the manner and format requested by the city and shall include information as requested by the city sufficient to maintain compliance with local, state and federal regulations, audits, rules and law relating to solid waste collection, removal, and disposal. The city may periodically conduct audits for transparency and truth in reporting and quarterly payments.
- d) *Energy Efficiency Discount.* A one percent (1%) fee reduction in fees will be implemented for any hauler that has fifty percent (50%) or more of their solid waste collection running on electric, hybrid or natural gas vehicles, and/or electric or low-emission vehicles. Haulers shall present to the city sufficient evidence of such energy efficiency qualification and secure written approval from the city, prior to implementing such reduction.

Sec. 12.2.5 - Disposal facility fee.

- 1) *Operators of disposal facilities.* The following surcharges are hereby imposed upon the operator(s) of disposal facilities in accordance with O.C.G.A. § 12-8-39(d) and shall be paid to the city on or before December 31st of each year:
 - a. A surcharge fee of \$2.50 per ton of residential municipal solid waste or commercial solid waste received, collected, handled or disposed of at any private municipal solid waste disposal facility located within the city; and
 - b. A surcharge fee of \$1.00 per ton of construction or demolition waste or inert waste received, collected, handled or disposed of at any private municipal solid waste disposal facility located within the city.
 - c. *Operators of disposal facilities.* Any operator of a disposal facility in the city must report to the city by July 15 the annual tonnage of solid waste received at said facility for the year prior, segregated by point of origin.
 - d. *Penalties.* Any failure to comply with or violation of this provision shall subject the offender to punishment as allowed by law.

Sec. 12.2.6 - Registration decals.

- (a) Upon execution of the non-exclusive contract with the city, all vehicles used in the operation of collecting and disposing of residential or commercial solid waste, including but not limited to garbage, recyclables, bulky waste, junk, yard trimmings, bio medical waste, or hazardous materials shall be marked with a city issued decal, or adhesive sticker stating they are a registered solid waste contractor for the city.
- (b) The city manager or his/her designee shall prepare the standards for such stenciling, decals, or adhesive stickers with the size, color, design, and placement on each company vehicle operating inside the city limits.
- (c) Upon the execution of an agreement, the city shall provide the necessary decals and/or adhesive stickers.

Sec. 12.2.7 - Solid waste haulers name on containers.

- (a) Each person and/or business establishment who is registered and contracted by the city to collect and dispose of solid waste inside the city shall cause to have their company name and contact phone number permanently placed on every solid waste container and recycling container.
- (b) Such company name and contact phone number shall be clearly visible and legible and be no less than three inches in height and either applied by stencil, waterproof adhesive sticker, or painted on the container.
- (c) For each recycling container and bin, the hauler shall apply by stencil or waterproof adhesive sticker stating the list of recyclable materials, as found on the city's list of acceptable recyclable materials.

Sec. 12.2.8 - Insurance.

- (a) *Minimum coverage requirements.* The haulers shall maintain throughout the term of each agreement, property damage coverage, general liability insurance, and automobile liability insurance for any vehicles owned or operated by company, with an insurance company authorized and licensed to do business in the State of Georgia and acceptable to the city, insuring against claims for liability and damages for the benefit of the city. The insurance shall include the City as an additional insured. Property damage coverage insurance under this section shall be a minimum of \$500,000.00. Automobile liability insurance under this section shall, at a minimum, have limits of \$250,000.00 for bodily injury for each person, and \$500,000.00 for each occurrence, and property damage of \$250,000.00 for each occurrence and general liability insurance under this section shall be a minimum of \$1,000,000.00 for the protection of the public in connection with:
 - (1) *Property damage.* Liability to persons or damages to property, in any way arising out of or through the acts or omissions of company, its servants, agents or employees or to which company's negligence shall in any way contribute;

- (2) *Miscellaneous*. Arising out of any claim or invasion of the right of privacy, for defamation of any person, firm or corporation, or the violation or infringement of any copyright, trademark, trade name, service mark or patent, or of any other right of any person, firm or corporation;
- (3) *Contractors*. Arising out of company's operations and relationships with any independent contractor or subcontractor.
- (b) *Employer's liability*. If the company is required by Georgia Statute, the company shall maintain throughout the term of the Agreement resulting from this chapter the requisite statutory workers' compensation insurance, and a minimum of \$100,000.00 employer's liability insurance.
- (c) *Certificate of insurance*. The insurance policy, or policies, obtained by each company in compliance with this section shall be approved by the city manager in the city manager's reasonable discretion, and the certificate of insurance for the insurance policy shall be filed and maintained with the city during the term of the contract resulting from this chapter with a copy of the endorsement required under this section to be attached or made a part of such certificate.
- (d) *Endorsements*. All insurance policies maintained pursuant to this chapter shall contain the following conditions by endorsement:
 - (1) *Additional insured*. The city shall be an additional insured and the term "owner" and "city" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the city and the individual members, officers, employees and agents thereof in their official capacities and/or while acting on behalf of the city.
 - (2) *Other insurance clause*. The policy clause "other insurance" shall not apply to the city when the city is an insured on the policy.
 - (3) *No recourse*. Companies issuing the insurance policies shall not recourse against the city for payment of any premium or assessment.
- (e) *Increase requirements*. The city may choose to make reasonable adjustments to the insurance coverage and limits when deemed necessary and prudent based upon changes in statutory law, court decisions, or the claims history of the industry.
- (f) All insurance contracts must specify that the vehicles covered by such contracts are for "trash collection."
- (g) The collector shall provide the city with annual proof of the insurance required under this chapter. Any failure to provide such evidence of insurance shall be grounds for the city's denial or revocation of a solid waste contract under this chapter.
- (h) A collector shall notify the city manager in writing of any insurance policy changes, renewals and/or cancellation by written certified notice at least 30 days prior to any change, renewal, and/or cancellation.

Sec. 12.2.9 - Indemnity.

Each city approved solid waste hauler shall agree by and through their acceptance and execution of the contract required under this chapter, to indemnify, defend and save harmless the city, its agents, officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation or other entity arising from any negligent act or omission or willful misconduct of the company, or any of its agents, contractors, servants, employees or sub-contractors, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon. Promptly after receipt from any third party by city of a written notice of any demand, claim or circumstance that, immediately or with the lapse of time, would give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation (an "asserted claim") that may result in losses for which indemnification may be sought hereunder, the city shall give written notice thereof (the "claims notice") to the company provided, however, that a failure to give such notice shall not prejudice the city's right to indemnification hereunder except to the extent that the company is actually and materially prejudiced thereby. The claims notice shall describe the asserted claim in reasonable detail, and shall indicate the amount (estimated, if necessary) of the losses that have been or may be suffered by the city when such information is available. The company may elect to compromise or defend, at its own expense and by its own counsel, any asserted claim. If the company elects to compromise or defend such asserted claim, it shall, within 20 business days following its receipt of the claims notice (or sooner, if the nature of the asserted claim so required) notify the city of its intent to do so, and the city shall cooperate, at the expense of the company, in the compromise of, or defense against, such asserted claim. If the company elects not to compromise or defend the asserted claim, fails to notify the city of its election as herein provided or contests its obligation to provide indemnification under this agreement, the city may pay, compromise or defend such asserted claim with all reasonable costs and expenses borne by the company. Notwithstanding the foregoing, neither the company nor the city may settle or compromise any claim without the consent of the other party; provided, however, that such consent to settlement or compromise shall not be unreasonably withheld. In any event, the city and the company may participate at their own expense, in the defense of such asserted claim. If the company chooses to defend any asserted claim, the city shall make available to the company any books, records or other documents within its control that are necessary or appropriate for such defense.

Sec. 12.2.10 - Vehicle requirements.

All persons collecting and disposing of solid waste material for a fee shall comply with the following requirements:

(1) *Solid waste collection vehicles:*

- a. *Type and size:* Solid waste collection vehicles shall comply with the regulations and licensing requirements of the Georgia Department of Transportation and with applicable local ordinances specifying weight and size restrictions for any streets or roads traveled to collect solid waste.
- b. *Compactor and cover:*
 1. Vehicles used for the collection or transportation of solid waste shall be covered compactor-type trucks and shall be enclosed, weather-tight, substantially leakproof, easily cleanable and constructed of durable metal.

2. Vehicles used for the collection or transportation of solid waste shall be covered at all times, except during the loading and unloading thereof, so as to prevent the contents from falling, leaking or blowing out of the vehicle.
- c. *Scout or satellite vehicle:* A scout or satellite vehicle shall mean a vehicle with the maximum material capacity of eight cubic yards, or 216 cubic feet. The "box" of the truck may be configured in any manner not to exceed eight cubic yards so long as the dimensions thereof comply with all state and local laws. The scout should be used to collect materials in areas not easily accessible to compactor trucks after which the material shall then be hydraulically or manually emptied into a compactor truck. The scout shall not be allowed to make direct use of disposal facilities such as landfills or transfer stations. The scout shall be leakproof and covered in such a manner as to prevent waste from falling, leaking or blowing from the vehicle when travelling to the compactor truck.
- d. *Audible alarm:* Each vehicle used for collection or transportation of solid waste shall have an operating, audible alarm which sounds when any such vehicle backs up or is in reverse.
- e. *Emergency lights:* Each compactor vehicle used for the collection or transportation of solid waste shall have an operating, flashing or revolving amber light mounted on top of the vehicle and visible from its rear. All collectors shall comply with any corresponding local, state and/or federal laws or regulations.
- (2) *Identification:* The following items shall at all times be clearly visible on each and every vehicle used in the collection or transportation of solid waste, including temporary replacement vehicles and scouts:
 - a. The identity and telephone number of the collector on both sides of the vehicle displayed by letters or characters at least three inches in height;
 - b. A city issued decal shall be placed on the front and side of the truck.
- (3) *Ownership/lease:* Registration of and title to the vehicle(s) shall be in the name of the collector or a leasing agent with a duly authorized power of attorney issued in the name of the collector.
- (4) *Exempt equipment:* The following solid waste collection equipment shall be exempt from the vehicle requirements enumerated in subsection (1)b1 above; however, nothing in this section excludes compliance with all other vehicle requirements specified by this section, article, or chapter:
 - a. Roll-off equipment (to be used solely for the collection of construction debris and inert material which does not constitute solid waste);
 - b. Brush collector equipment;
 - c. Knuckle-boom picker equipment;
 - d. Open-top equipment (to be used solely for the collection of construction debris and inert material which does not constitute solid waste);

- (5) *Penalties:* Any failure to comply with or violation of the provisions contained in this section shall subject the offender to the penalties as allowed by law.

Sec. 12.2.11 - Establishment of public listing of approved and certified haulers in the city.

The city shall cause to publish on the city website the list of approved and contracted waste haulers for both residential and commercial services.

Sec. 12.2.12 - Disposal of refuse.

The registered solid waste hauler shall deliver all residential and commercial refuse and waste collected by it from its customers within the city, except for materials which the solid waste hauler may select for recovery and recycling, to a disposal facility that is permitted by the Georgia Environmental Protection Division to accept such refuse and waste. Rules, ordinances and laws governing hours of operation and disposal practices at the disposal facility will be observed and followed by the company while engaged in the disposal of refuse pursuant to this chapter.

ARTICLE 3 – SERVICE REQUIREMENTS

Sec. 12.3.1 - Establishing a basic level of service.

- (a) *Residential.* Each owner of an occupied residential property and/or residential unit within the city shall contract directly with a solid waste hauler authorized under this chapter for a minimum of once-a-week collection of residential solid waste, residential recovered materials, white goods, bulk waste and yard trimmings. It shall be the responsibility of the owner of a residential service unit to ensure that prior to collection and disposal, white goods are empty of all foods and liquids, and that any chlorofluorocarbons and polychlorinated biphenyls (PCBs) have been evacuated and captured by a certified technician in accordance with law, and the doors have been removed from freezers and refrigerators.
- (1) *Exceptions.* Residents may meet the requirement under this section to contract directly with a solid waste hauler authorized under this chapter, by executing and returning to the city a sworn affidavit, on a form provided by the city, attesting that they:
- i. Share collection services with no more than one other city resident who contracts directly with a solid waste hauler as authorized and required under this chapter;
 - ii. Utilize a commercial establishment for disposal of their residential waste, so long as the resident has permission by the owner of such commercial establishment to dispose of their residential waste and so long as the commercial establishment contracts with a hauler for waste collection services; and
 - iii. Take their residential solid waste to a licensed waste disposal facility at least twice monthly, so long as the resident retains a receipt from such waste disposal facility for a period of at least six months from the date of service, evidencing their compliance with this subsection (iii).

- (b) *Commercial.* All commercial establishments, businesses, and industries having commercial solid waste, commercial recovered materials, scrap tires and/or yard trimmings shall contract with a solid waste hauler authorized under this chapter for a minimum of once-a-week collection of solid waste and recyclable materials. The frequency of yard trimmings and bulky trash pickup shall be provided to each business customer through the dictates of individual contracts between the solid waste hauler and respective business establishment. A commercial business establishment may use multiple haulers to perform individual waste collection and disposal services.
- (c) *Nuisance and overflow.* At no time shall the level of service provided by any hauler for waste and/or recyclable be such that waste and/or recyclable materials overflow the container for which it is to be disposed or create any odors that would otherwise be deemed a public nuisance from the inability to properly collect said materials in a timely manner consistent with the disposal rate of any such business establishment.
- (d) *Multi-family developments.* For purposes of collection and disposal of waste and recycling, multi-family developments may use separate waste haulers to perform individual services necessary to serve the overall development.
- (e) *Customer education.* Solid waste haulers shall educate customers on their website, or in writing, about industry trends and best practices, including recycling and collection schedules (including holiday collection schedules). Such communication should promote placing collectibles at the curb the night before collection, and receptacles should not remain at the curb for longer than 24 hours.
- (f) *Hauler Specific Policies.* Haulers may implement customer requirements in addition to this chapter, so long as such requirements are not inconsistent with the chapter, or applicable local, state and federal codes, rules and law.

Sec. 12.3.2 - Disabled Persons.

- (1) Any disabled person who does not reside with at least one non-disabled person related by blood or marriage shall be provided non-curbside collection of residential municipal solid waste, residential recovered materials, residential bulky waste, white goods, and/or yard trimmings by their hauler, provided that the disabled person performs the following:
 - a. Obtains a physician's certificate certifying such disability; and
 - b. Provides the physician's certificate at least, at least a month in advance, to the city and the hauler serving such person's residential service unit; and
 - c. Executes and returns to the city a sworn affidavit, provided by the city, attesting to their qualifications under this subsection.
- (2) Non-curbside collection is available only if all adult persons residing in the residential service unit are also disabled and also obtain physician's certificates certifying such disability.

- (3) This section also applies to temporary disability not to exceed ninety (90) days.
- (4) Companies may make reasonable rules for the non-curb-side collection of residential municipal solid waste, residential recovered materials, residential bulky waste, white goods, and/or yard trimmings from disabled persons who qualify under this chapter for such service.

Sec. 12.3.3 - City initiated collection.

The city reserves the right to secure residential waste collection services for any occupant or owner who fails, upon request, to provide proof of having secured weekly waste collection services as required under this chapter. Such city-initiated service may be terminated upon the owner or occupant providing the city with proof of obtained collection services. Such service shall be in addition to the city's authority to issue citations or fines for failure to comply with this chapter. The city may recover the costs for any such city-initiated collection services as allowed by law.

Sec. 12.3.4 - Establishment of residential container sizes.

- (a) Upon adoption of this chapter, the following container sizes for residential garbage and recycling shall be established. All haulers registered in the city are responsible and shall provide, deliver, maintain, and replace, when necessary, a wheeled-garbage container and a wheeled-recycling cart for single-family homes and a recycling bin for each multi-family unit.

(1) Residential.

a. Single-family homes.

- 1. For purposes of garbage collection, all registered haulers shall provide a choice of two minimum sized containers. They shall include either a 65-gallon or a 90-gallon cart on wheels.
- 2. For purposes of recycling collection, all registered haulers shall provide a choice of two minimum sized containers. They shall include either a 30-gallon or a 65-gallon cart on wheels.

b. Multi-family homes.

- 1. For purposes of garbage collection, all registered haulers shall offer a roll-off and/or trash compactor on-site commensurate in size to the number of units served within the complex.
- 2. For purposes of recycling collection, all registered haulers shall provide an 18-gallon bin for each unit. The size of the recycling receptacle shall be commensurate in size to the number of units served within the complex.

Sec. 12.3.5 - Containers.

- (a) All containers shall be constructed and maintained according to good industry practice;
- (b) All containers shall be equipped with stable covers to prevent blowing or scattering of refuse while being transported for disposal of their contents;

- (c) All containers, save and except those being used for the purpose of collecting and storing rubble, building and scrap construction materials, shall be equipped with covers suitable to prevent blowing or scattering refuse and access to the container by animals while the container is at the site designated by customer;
- (d) All containers shall be periodically cleaned by residents, and maintained, serviced and kept in a reasonably good state of repair by haulers, to prevent the unreasonable accumulation of refuse residues, to avoid excessive odor and harborage for rodents and flies resulting from excessive residues remaining after collection of containers;
- (e) All containers shall be clearly marked with the company's name and telephone number in letters not less than three inches in height; and
- (f) All containers, when stored, shall not be on public rights-of-way and shall be located so as to not interfere, block, obstruct or impede the normal use of any sidewalk, street, alley driveway or fire lane, or to block, obstruct or impede sight distance at street, road or alley intersections. Such containers shall be removed from the collection point within 24 hours of service.

Sec. 12.3.6 - Individual placement and disposal of yard trimmings.

- (a) It shall be unlawful to place or mix yard trimmings with municipal solid waste within the city.
- (b) Yard trimmings shall not be disposed of at any municipal solid waste disposal facility with liners or leachate collection systems or any municipal solid waste landfills which have received a vertical expansion under O.C.G.A. § 12-8-40.2.
- (c) Yard trimmings, if not collected, shall be disposed of in the following manners:
 - (1) Sorted and stockpiled;
 - (2) Chipped;
 - (3) Composted;
 - (4) Used as mulch;
 - (5) By otherwise beneficially reusing or recycling it to the maximum extent feasible; or
 - (6) At certain types of landfills that are permitted to accept yard trimmings under O.C.G.A. § 12-8-40.2.
- (d) Persons violating the provisions of paragraphs (a) and (b) of this section shall be subjected to punishment as allowed by law.
- (e) Notwithstanding the provisions of paragraphs (a) through (d) of this section, individuals may combine municipal solid waste and yard waste which is transported to an authorized composting facility for processing.

Sec. 12.3.7 - Mandatory offer of recycling service.

- (a) All collectors must offer to their residential and commercial customers the option of having their recyclable materials collected at least once a month. Recyclable materials to be collected shall include at a minimum the following items: newspaper, aluminum, card board and plastics.

- (b) All collectors must offer an appropriate container, bags or other type of receptacle for those residential customers opting for this recycling service. Any collector providing such a container, bags or other type of receptacle to any residential customer may charge a fee for such a container, bags or other type of receptacle.
- (c) In no event shall any of the recyclable materials collected pursuant to this optional recycling service be disposed of in any landfill.
- (d) Any failure to comply with or violation of the provisions contained in this section shall subject the offender to punishment as allowed by law.

Sec. 12.3.8 - Unauthorized collection of recovered materials.

No person other than the owner of recovered material shall remove any such recovered material which has been separated from solid waste and placed at a designated recovered material collection location for recycling.

Sec. 12.3.9 - Customer's requirements.

All persons receiving solid waste collection and disposal services in the city shall comply with the following minimum requirements:

- (1) All solid waste must be enclosed in plastic or plastic-lined bags which are or have been tied, except as provided in paragraph (2) of this section.
- (2) Yard trimmings, if collected, shall be sorted and separated from all municipal solid waste in order to facilitate collection and ultimate handling in accordance with this chapter.
- (3) Nothing in this chapter shall prohibit persons from disposing of their own solid waste, provided that all solid waste is bagged, tied, contained and/or covered when transported for disposal.

Sec. 12.3.10 - Services required to be performed.

All residential collectors shall comply with the following requirements:

- (1) *Collection schedule:* Collectors shall provide residential collection service at least once per week. No undue disturbance shall be created in residential areas during residential collection.
- (2) *Collection during holidays:* During a week which includes a legal holiday, collectors shall alternate collection days, if necessary, to ensure that collection service is provided at least once during such a holiday week.
- (3) *Notice to customer and city:* Residential collectors shall give written notice of any change in policy or level of service as follows:
 - a. To the city at least ten days prior to the implementation of any such change, including but not limited to sale of company, termination of business, or change of phone number; and
 - b. To the customer at least ten days prior to the implementation of any such change, including but not limited to termination of service; change of phone number, and change of rates, but excluding any sale of the company; however, the customer shall

be notified of any such sale of the company within thirty days after the occurrence of such sale.

- (4) *Disposal of solid waste:* All collectors, including commercial collectors, must dispose of any solid waste in an approved disposal facility permitted and/or managed by the state department of natural resources and/or the city.
- (5) *Disposal of yard waste:*
 - a. It shall be unlawful within the city to dispose of yard trimmings in all municipal solid waste landfills with liners or leachate collection systems; and to dispose of yard trimmings in all municipal solid waste landfills which have received a vertical expansion under O.C.G.A. § 12-8-40.2.
 - b. All collectors, including commercial collectors, must dispose of yard trimmings, if collected, in the following manners:
 - 1. Sorting and stockpiling; or
 - 2. Chipping; or
 - 3. Composting; or
 - 4. Using as mulch; or
 - 5. By otherwise beneficially reusing or recycling it to the maximum extent feasible; or
 - 6. By delivering it to certain types of landfills that are permitted to accept yard trimmings under O.C.G.A. § 12-8-40.2.
 - c. Notwithstanding the provisions of paragraphs (1) through (5) of this section, collectors may combine municipal solid waste and yard waste which is transported to an authorized composting facility for processing.
- (6) *Customer service:* Each city approved hauler under this chapter shall at all times:
 - a. List their website address, company email address, and available payment methods on customer invoices;
 - b. Maintain a public company website;
 - c. Published their telephone number and company email on their company website for customers to contact the hauler for customer issues and complaints;
 - d. Designate a person to be available during normal business hours to review and resolve customer issues and complaints; and
 - e. Maintain and implement an internal customer service system to resolve customer complaints and issues.

Sec. 12.3.11 - Hours of collection.

- (a) No person or entity shall engage in the collection, transportation or disposal of any solid waste or recyclables from dumpsters, containers or receptacles of any kind or type between the hours of 11:00 p.m. and 7:00 a.m. except to perform emergency work required to safeguard the immediate health, safety and welfare of the public. Haulers may, however, commence collections as early as 5:00 a.m. on dates in which the heat index in the city exceeds 100 degrees Fahrenheit, or on Saturdays immediately following a city, state or federal holiday.
- (b) If a partnership, corporation or other business entity controls, directs and/or owns a solid waste collection business, both the person directing the operation of such business, and all partners, directors, officers, shareholders, agents, representatives or employees exercising significant managerial responsibility over any employee or agent whose acts violate the terms of this article or chapter shall, in addition to such employee or agent, be considered to have violated the provisions of this chapter.
- (c) Specifically excluded from the applicability of this section are the dumpsters located at any school within the city.

Sec. 12.3.12 - Excluded services.

- (a) Collectors shall not be required to collect, remove or transport materials which exhibit any of the following characteristics:
 - (1) Toxic;
 - (2) Ignitable;
 - (3) Reactive; or
 - (4) Corrosive.
- (b) Collectors shall not be required to collect, remove or transport dead animals.

Sec. 12.3.13 - Prohibited acts.

- a) No person, company, service provider, firm, corporation or other entity shall:
 - 1. Violate the requirements set forth in this chapter;
 - 2. Collect solid waste in a manner which will be conducive to insect and rodent infestation or the harboring and feeding of wild dogs or other animals; impair the air quality; impair the quality of the ground or surface waters; impair the quality of the environment; or likely create other hazards to the public health, safety, or well-being as defined by Georgia Department of Natural Resources, Environmental Protection Rule 391-3-4-04; or
 - 3. Collect solid waste until all requirements in this chapter have been complied with.
- b) No solid waste may be disposed of by any person in an open dump, nor may any person cause, suffer, allow or permit open dumping on his property as defined by Georgia Department of Natural Resources, Environmental Protection Rule 391-3-4-04, as amended.

- c) It shall be a violation of this chapter to place or cause to be placed for collection by a residential service provider or commercial service provider any acid, explosive material, inflammable liquids or dangerous or corrosive material of any kind.
- d) No person other than the occupant or owner thereof shall interfere with any container placed for the purpose of storing solid waste pending collection, or remove or take any of the contents thereof, or remove any container from the location where the container has been placed by the owner thereof.
- e) No person shall discard or deposit any solid waste on the land of another without first obtaining permission of the owner.
- f) No person shall discard or deposit, or permit the discarding or depositing, of any solid waste on any public right-of-way, except in receptacles provided for the purpose of holding such solid waste.

ARTICLE 4 – LITTER CONTROL

Sec. 12.4.1 - Purpose and intent.

The purpose of this article is to protect the public health, safety, environment, and general welfare through the management and prevention of litter. The objectives of this article are:

- (1) Provide for uniform prohibition throughout the city of any and all littering on public or private property; and,
- (2) Prevent the desecration of the beauty and quality of life of the city and prevent harm to the public health, safety, environment, and general welfare, including the degradation of water and aquatic resources caused by litter.

Sec. 12.4.2 - Applicability.

This chapter shall apply to all public and private property within the city.

Sec. 12.4.3 - Compatibility with other requirements.

This article is not intended to interfere with, abrogate, or annul any other ordinance, rule or regulation, statute, or other provision of law. The requirements of this article should be considered minimum requirements, and where any provision of this article imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, whichever provisions are more restrictive or impose higher protective standards for human health or the environment shall be considered to take precedence.

Sec. 12.4.4 - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Construction waste means waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality. For the purposes of this article, construction waste is a type of litter.

Litter means any organic or inorganic waste material, rubbish, refuse, garbage, trash, construction waste, hulls, peelings, debris, grass, weeds, ashes, sand, gravel, slag, brickbats, metal, plastic, and glass containers, broken glass, dead animals or intentionally or unintentionally discarded materials of every kind and description which are not "waste" as such term is defined in O.C.G.A. § 16-7-51.

Public or private property means 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; timberlands or forests; and residential, commercial, industrial, or farm properties.

Sec. 12.4.5 - Prohibition against littering public or private property or waters.

- (a) It shall be unlawful for any person or persons to dump, deposit, throw or leave or to cause or permit the dumping, depositing, placing, throwing or leaving of litter on any public or private property in this city or any waters in this city unless:
 - (1) The property is designated by the state or by any of its agencies or political subdivisions for the disposal of such litter, and such person is authorized by the proper public authority to use such property;
 - (2) The litter is placed into a receptacle or container installed on such property; 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.
- (b) Construction site operators must control waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality.

Sec. 12.4.6 - Vehicle loads causing litter.

No person shall operate any motor vehicle with a load on or in such vehicle unless the load on or in such vehicle is adequately secured to prevent the dropping or shifting of materials from such load onto the roadway.

Sec. 12.4.7 - Evidence.

- (1) 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.
- (2) Except as provided in subsection (1), 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 or other writing which display the name of the 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.

ARTICLE 5 – PENALTIES AND ENFORCEMENT

Sec. 12.5.1 - Compliance with law.

Persons, entities and haulers shall conduct their operation within the city in compliance with all applicable local, state and federal laws, rules and regulations, including as provided in this chapter.

Sec. 12.5.2 - Enforcement.

Unless otherwise specially provided by the city council, the enforcement of this chapter shall be within the jurisdiction of the city's enforcement personnel, including the city manager or his/her designees or employees/agents of the city. The enforcement personnel shall have such powers as are reasonably necessary to enforce and give effect to this chapter. Nothing stated herein, however, shall prohibit other law enforcement agencies, officers or officials of this state from enforcing similar laws and regulations as allowed by law and/or with the City's consent.

Sec. 12.5.3 - Violations and penalties.

- (a) It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this chapter. Any person who has violated or continues to violate the provisions of this chapter, may be subject to the enforcement actions outlined in this section or may be restrained by injunction or otherwise sentenced in a manner provided by law. Any person and/or entity who violates any section or provision of this chapter shall be punished as allowed by law, which may include a fine in an amount not to exceed \$1,000.00, community service and/or imprisonment. If any person is found to be guilty of more than one violation of this chapter in any 12-month period, unless provided elsewhere under this chapter, the following fines are established:
 - (1) The amount of the original fine plus \$200.00, not to exceed \$1,000.00 and/or imprisoned for a period not to exceed 60 days for the second violation of this chapter in any 12-month period.
 - (2) The amount of the original fine plus \$650.00, not to exceed \$1,000.00 and/or imprisoned for a period not to exceed 60 days for the third violation of this chapter in any 12-month period.
 - (3) \$1,000.00 and/or imprisoned for a period not to exceed 60 days for the fourth and each successive violation of this chapter in any 12-month period.
- (b) All violations, penalties and/or remedies specified in this chapter are cumulative. Each separate date of a violation shall be a separate offence. Pursuance of any one violation, penalty or remedy shall not be deemed an election of remedies and shall not prohibit the simultaneous pursuit of any other applicable violation, penalty or remedy.

Section 2. It is hereby declared to be the intention of the City Council that:

- (a) All Ordinances and parts of Ordinances in conflict with this Ordinance are hereby repealed.

- (b) All sections, paragraphs, sentences and phrases of this Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.
- (c) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. No section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.
- (d) In the event any portion of this Ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of the City that such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this Ordinance which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause or phrase were not originally a part of the Ordinance.

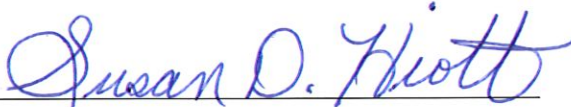
Section 3. Fees and other costs applicable under this Ordinance are hereby adopted and attached as the “City of Mableton Waste Management Fee/Fine Schedule.”

Section 4. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Ordinance for proofing and renumbering purposes.

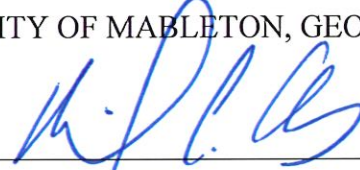
Section 5. The effective date of this Ordinance shall be February 26, 2025, unless required otherwise by the City Charter, state and/or federal law. In the event that any effective date herein is determined by a Court of law to be invalid, said effective date shall instead be the earliest date allowed by law.

SO ORDAINED this 28th day of January, 2025.

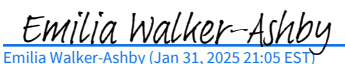
ATTEST:


 Susan D. Hiott, City Clerk

CITY OF MABLETON, GEORGIA:


 Michael Owens, Mayor

APPROVAL AS TO FORM:


 Emilia Walker-Ashby (Jan 31, 2025 21:05 EST)
 Emilia Walker-Ashby, Interim City Attorney



City of Mableton Waste Management Fee/Fine Schedule:**Table 1. Application/Renewal Fee**

Gross Receipts (Based upon year prior. Use anticipated gross receipts if a new business.)	Application/Renewal Fee
\$0 - \$99,999	\$115.00
\$100,000 - \$249,999	\$215.00
\$250,000 - \$499,999	\$375.00
\$500,000 and greater	\$500.00

Table 2. Other Registration and Programming Fees

Fee Type	Amount	Description
Application Fee	See Table 1. "Application/Renewal Fee" (non-refundable)	.Fees are on a graduated structure, per Table 1.
Decal Fee	\$25 per set of 2 decals	Two decals are required per fleet vehicle. Additional/replacement sets can be purchased if needed.
Contract Renewal Fee	Fee is on a graduated structure, per Table 1	Annual renewal fee for maintaining active hauler status.
Late Renewal Fee	25% of the renewal fee	Applied if the renewal application is submitted past the deadline.
Late Quarterly Report Penalty	\$150 per late quarterly report	Applied if quarterly reports are not submitted to city by due date.

Late Quarterly Fee Penalty	10% of the quarterly amount due	Added to quarterly fees not paid to city by the quarterly fee due date.
Interest on Late Quarterly Fees	1.5% per month	Monthly interest on late quarterly fee balances, starting from the date of missed payment.

Table 3. Fines for Sanitation, Litter, and Construction & Demolition (C&D) Waste Ordinance Violations. The fines set forth below are recommended minimum fines, with exception that the City Municipal Court shall have discretion to adjust such fines as allowed by law and as the Court deems necessary, where circumstances warrant. This schedule shall in no manner limit or restrict the Court for imposing additional fines, penalties and/or other rulings, as allowed by law.

Entity Type	Violation	Fine
Solid Waste Vendors	Operating without a current City contract	\$1,000 per day
	Failure to Adhere to Identification Requirements (Inadequately marked vehicle)	\$500 per occurrence
	Non-Compliance with Vehicle and Container Requirements (Failure to cover loads or label containers)	\$300 per occurrence
	Failure to Offer or Educate on Recycling Program	\$500 per month until compliant
	Improper Disposal or Transfer of Waste	\$1,000 per occurrence
	Customer Service Non-Compliance (e.g., unresolved complaints escalated to the City)	\$250 per complaint filed with the City

Commercial Businesses	Improper Disposal of Waste	\$750 per occurrence
	Failure to Secure Waste in Appropriate Containers	\$250 per occurrence
	Unlawful Dumping or Littering	\$1,000 per occurrence
	Non-Compliance with Construction Site Waste Control	\$1,000 per occurrence
Residents	Improper Disposal of Household Waste	\$100 per occurrence
	Failure to Secure Trash in Covered Containers	\$50 per occurrence
	Littering or Unlawful Dumping - Minor (e.g., small items)	\$150 per occurrence
	Littering or Unlawful Dumping - Major (e.g., large items like furniture, appliances)	\$500 per occurrence
	Non-Compliance with Yard Waste Disposal Requirements	\$75 per occurrence
Construction & Demolition (C&D) Waste Providers	Operating without City Contract	\$1,000 per day
	Failure to Segregate C&D Waste from Other Waste Types	\$750 per occurrence

	Improper Disposal or Transfer of C&D Waste	\$1,000 per occurrence
	Non-Compliance with Construction Site Waste Removal (e.g., not removing waste before issuance of occupancy certificate)	\$1,000 per occurrence
	Failure to Allow or Facilitate City Audits of Records	\$1,000 per occurrence



AGENDA ITEM MEMORANDUM

MEETING OF: January 28, 2025

DEPARTMENT:

ISSUE/AGENDA ITEM TITLE: Second Read - Consideration and Approval of An Ordinance Creating Chapter 12, Solid Waste Management, of the City of Mableton Code of Ordinances, to Establish Procedures for the Collection, Disposal, and Recycling of Solid Waste and for Other Lawful Purposes - City Attorney Emilia Walker-Ashby

BACKGROUND/SUMMARY: Mayor and Council heard presentation and discussed solid waste services at their March Planning Conference. Since then, the draft ordinance has gone through several versions. Currently, the ordinance is pending legal adjustments following the first read on December 11th, 2024, the public hearing on January 7th, and discussions with Director and Subject Experts. The ordinance was deferred from the January 22, 2025 meeting to the January 28th Special Called Meeting. The revised ordinance will be uploaded soon. Mayor and Council are studying proposed ordinance and considering all feedback for additional consideration, discussion and recommendations for adoption.

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION: I move to

ATTACHMENTS:

1. ORD 2025-01-01 CHAPT 12 - Solid Waste Management 15112152 (1) (3)

STATE OF GEORGIA
COBB COUNTY
CITY OF MABLETON

ORD 2025-01-01

**AN ORDINANCE CREATING CHAPTER 12, SOLID WASTE MANAGEMENT, OF
THE CITY OF MABLETON CODE OF ORDINANCES, TO ESTABLISH
PROCEDURES FOR THE COLLECTION, DISPOSAL, AND RECYCLING OF SOLID
WASTE AND FOR OTHER LAWFUL PURPOSES**

WHEREAS, the City of Mableton (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, the duly elected governing authority of the City is the Mayor and Council (“City Council”) thereof;

WHEREAS, pursuant to O.C.G.A. § 36-35-3 and City Charter Sections 1.13 (8) & (34), the City Council is authorized to manage the collection and disposal of garbage, rubbish, and refuse by others and to adopt ordinances it deems necessary, expedient, or helpful for the health, welfare, sanitation, comfort, and well-being of the inhabitants of the city;

WHEREAS, the city finds that the municipal solid waste services provided for herein will serve to promote safety, sanitation, reliable waste collection service, protection of the environment and City streets and roads; and

WHEREAS, the City finds it to be in the public interest and for the health, welfare, sanitation, comfort, and well-being of the City and its inhabitants to adopt the provisions herein regarding the City’s provision of solid waste services.

IT IS HEREBY ORDAINED by the governing authority of the City of Mableton, as follows:

Section 1: The City Code of Ordinances is hereby amended to create Chapter 12, Solid Waste Management, to read as follows:

CHAPTER 12 – SOLID WASTE MANAGEMENT

ARTICLE 1 - GENERALLY

Sec. 12.1.1 – Purpose and intent.

- 1) This chapter manages the collection and disposal of waste, garbage and recyclable materials, including, but not limited to all waste byproducts of manufacturing or commercial establishments, cinders and ashes from commercial boilers, and card and wooden boxes, crates and barrels, as well domestic waste including meat, vegetable and

fruit scraps, cans, bottles, paper, cardboard, rags, ashes, and other such waste material ordinarily disposed from residences, churches, schools, small business establishments, and other such places. Animals, fowl, and fish entrails, bones and carcasses whether in whole or in part, from business establishments such as slaughterhouses and meat and fish markets shall not constitute "garbage", but shall constitute "other waste." Waste also includes animal, fowl, and fish excrement, entrails, bones, and carcasses in whole or in part and dead animals, and any other refuse material not otherwise classified herein.

- 2) The city further hereby declares the intent and purpose of this chapter to be such that a uniform and consistent procedure for managing the storage, collection, transportation and disposal of solid waste is established so as to:
 - a) Protect the public health, safety and welfare by providing for the removal of inorganic refuse materials laden with bacterial elements and contaminants detrimental to the general well-being of the citizens and environment; and
 - b) Provide for the uniform prohibition throughout the city of any and all littering on public and private property and to curb thereby the desecration of this city's scenic beauty; and
 - c) Protect and enhance the quality of the water, air and overall environment by guarding against any of the degradations thereto which stem from the burial, deposition, burning, dumping, discard or disposal of litter and solid waste in the city.

Sec. 12.1.2 - Authority

- 1) The city enacts this chapter under applicable state and local laws, including the authority of article 9, section 2, paragraphs II and III of the State of Georgia Constitution (1983), O.C.G.A. § 12-8-20, et seq., O.C.G.A. § 36-30-7.1, O.C.G.A. § 36-35-3 and city charter sections 1.13 (8) & (34).
- 2) Authority is hereby granted to the city manager and/or his designee to carry out the requirements of this chapter.

Sec. 12.1.3 - Definitions.

- 1) Except as specifically defined herein, all words used in this chapter shall have their customary dictionary definitions.
- 2) Words used in the singular shall include the plural and words used in the plural shall include the singular. Words used in the present tense shall include the future tense.
- 3) The definitions provided in O.C.G.A. § 12-8-22 and DNR Rule 391-3-4.01, as amended, which are not defined in this section are hereby incorporated into this chapter. The definitions provided in O.C.G.A. § 12-8-22 shall control to the extent they are in conflict with DNR Rule 391-3-4.01.
- 4) The following words, terms, and phrases when used in this chapter shall have the following

meanings ascribed to them, except where the context clearly indicates a different meaning:

Agricultural solid waste shall mean all organic waste products generated by farm production operations involving field crops, orchards or animals.

Aircraft shall mean any device used or designated for flight.

Asbestos-containing solid waste shall mean any solid waste containing more than one percent, by weight, of naturally occurring hydrated mineral silicates separable into commercially used fibers, specifically the asbestiform varieties of serpentine, chrysotile, cummingtonite-grunerite, amosite, riebeckite, crocidolite, anthophyllite, tremolite and actinolite, using the method specified in appendix A, subpart F, 40 CFR part 763, section 1.

Authorized recycling agent shall mean any person, organization or entity having verbal or written consent from the owner of recyclable material to separate or collect such materials from designated recovered material collection locations.

The city council shall mean the city council of Mableton, Georgia.

Brush collection container shall mean a solid waste collection container for brush and related large vegetative material which is capable of being covered with a tarp or top during transportation of the brush.

Bulky waste shall mean solid waste with weights or volumes which exceed the designated capacity of solid waste storage or collection containers. Such waste includes but is not limited to tree limbs, mattresses and other large items.

Charitable recycling group shall mean a civic or nonprofit group engaged in the separation or collection of recovered material.

City shall mean the City of Mableton, a political subdivision of the State of Georgia.

Cobb County shall mean Cobb County, a political subdivision of the State of Georgia.

Commercial handbill shall mean any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, booklet or any other printed or otherwise reproduced original, or copies of any matter or literature which advertise for sale any merchandise, product, commodity or thing, or direct attention to any business, mercantile or commercial establishment or other activity for the purpose of either directly or indirectly promoting the interest thereof by sales.

Commercial solid waste shall mean all types of solid waste generated by stores, offices, restaurants, warehouses and other nonmanufacturing activities, excluding residential and industrial wastes. This term includes solid waste generated by premises having three or more residential dwelling units on a single premises such as apartment buildings, condominiums and mobile home courts. This term does not include residential or industrial wastes.

Commercial solid waste container shall mean any solid waste storage or collection container used for the leakproof and spillproof storage, containment, conveyance or transportation of any commercial solid waste contained therein.

Compactor-type collection vehicle shall mean any truck or vehicle used in the collection, conveyance or transportation of solid waste which has a leakproof, spillproof, self-contained compacting mechanism.

Composting shall mean solid waste handling which consists of the controlled, biological decomposition of organic matter into a stable, odor-free humus.

Contract recovered material collection agent or contractor shall mean a person under contract with, and with direct authorization of, the city to separate, collect or transport recovered material from designated recovered material collection locations.

Construction/demolition waste shall mean waste building materials and rubble resulting from construction, remodeling, repair and demolition operations on pavements, houses, commercial buildings and other structures. Such waste includes but is not limited to asbestos-containing waste, wood, bricks, metal, concrete, wall board, paper cardboard, inert waste landfill material and other nonputrescible waste which has a low potential for groundwater contamination. Such waste is not normally water soluble nor hazardous in nature and does not include any municipal or agricultural solid waste.

Curbside recovered material storage container or curbside container shall mean a container, of less than 100 gallons' capacity, designed and constructed for the safe containment and placement for collection of recovered material from the curb or residential premises consisting of one or two dwelling units.

Curbside recycling shall mean the placement of recovered materials in curbside containers at the designated recovered material collection location at residential premises consisting of one or two dwelling units.

Dead animals shall mean solid waste consisting of animals that have died from any cause except those slaughtered for human consumption.

Designated recovered material collection location shall mean the location or locations where the owner of the recyclable material places such material for the purpose of material recovery and recycling, including curbside and recovered material storage containers.

Disabled Person means an owner of a residential service unit who is disabled to the extent that he or she is incapable of placing his or her residential municipal solid waste, storage cart, residential recovered materials, storage bin, white goods, bulk waste and/or yard trimmings at the residential designated collection location for collection by the residential service provider, such that he or she satisfies this chapter.

Disposal facility shall mean 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.

Division of solid waste shall mean the city department of community development or department designated by the city manager and/or city council.

Front-loading compacting equipment or *front-loader* shall mean a vehicle consisting of a container-lifting mechanism and storage body that loads from the front of the vehicle and compacts, transports and self-unloads material to the rear.

Garbage shall mean municipal solid waste, including putrescible waste, which attends the preparation, use, cooking, dealing, storage or distribution of animal or vegetable matter intended for human consumption, but excluding agricultural solid waste.

Hauler, company or *collector* shall mean a person and/or entity approved by the city to engage in the business of the collection or transportation of solid waste, but excluding a person who collects or transports solid waste from his, her or its own dwelling or residence.

Hazardous waste shall mean any solid waste which has been defined as a hazardous waste either by the Georgia Hazardous Waste Management Act, O.C.G.A. § 12-8-60 et seq., or in regulations promulgated by the Georgia Board of Natural Resources, chapter 391-3-11.

Industrial solid waste shall mean solid waste generated by manufacturing or industrial processes that is not a hazardous waste as defined either by the Georgia Hazardous Waste Management Act, O.C.G.A. § 12-8-60 et seq., or in the regulations promulgated by the Georgia Board of Natural Resources, chapter 391-3-11.

Institutional solid waste shall mean a municipal solid waste generated by educational, health care and research facilities, including but not limited to schools, hospitals, nursing homes, laboratories and similar establishments.

Knuckle-boom equipment shall mean a hydraulically or electronically operated mechanical device designed to lift objects to be collected, loaded and transported from the curb into the body mounted on the collecting vehicle.

Leachate collection system shall mean a system at a landfill for collection of the leachate which may percolate through the waste and into the soils surrounding the landfills.

Landfill shall mean an area of land on which or an excavation in which solid waste is placed for permanent disposal and which is not a land application unit, surface impoundment, injection well or compost pile.

Litter means any organic or inorganic waste material, rubbish, refuse, garbage, trash, hulls, peelings, debris, grass, weeds, ashes, sand, gravel, slag, brickbats, metal, plastic, and glass containers, broken glass, dead animals or intentionally or unintentionally discarded materials of every kind and description which are not "waste" as such term is defined in O.C.G.A., § 16-7-51, paragraph 6.

Litter receptacle shall mean a receptacle designed and constructed to receive, collect, store and contain litter in a convenient and spillproof manner.

Manager shall mean the city manager, or his/her designee(s).

Materials recovery facility shall mean a solid waste handling facility that provides for the extraction from solid waste of recoverable material, material suitable for use as fuel or soil amendment, or any combination of such material.

Municipal solid waste shall mean any solid waste derived from households, including garbage, trash and sanitary waste in septic tanks and includes 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.

Municipal solid waste disposal facility shall mean any facility or location where the final deposition of any amount of municipal solid waste occurs, whether or not mixed with or including commercial or industrial solid waste, including but not limited to municipal solid waste landfills.

Municipal solid waste landfill shall mean a disposal facility where any amount of municipal solid waste, whether or not mixed with or including commercial waste, industrial waste, nonhazardous sludge or small quantity generator hazardous waste, is disposed of by means of placing an approved cover thereon.

Newspaper shall mean any newspaper of general circulation as defined by general law, any newspaper duly entered with the Post Office Department of the United States, in accordance with federal statute or regulations, and any newspaper filed and recorded with any recording officer as provided by general law, and, in addition thereto, shall mean and include any periodical or current magazine regularly published with not less than four issues per year, and sold to the public.

Noncommercial handbill shall mean any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, magazine, booklet or any other printed or otherwise reproduced original, or copies of any matter or literature which are not commercial handbills or newspapers as defined herein.

Nuisance shall mean anything which:

- (1) Meets that definition of the term as defined by O.C.G.A. § 41-1-1 as now or hereafter amended; or
- (2) Occurs during or as a result of the handling or disposal of solid waste to the detriment of the public welfare in that it injures health, offends the senses, obstructs the reasonable and comfortable use of property, or causes inconvenience or discomfort to a community or neighborhood.

Offal waste shall mean waste animal matter (whether of land or marine origin), generated by the processing, preparation or packaging of food or animal matter at butcher shops, slaughterhouses, food processing or packaging plants or rendering or fertilizer plants.

Open-top collection container shall mean a unit whose body is both constructed with sides to confine bulk items collected and transported by the unit and capable of being covered either by a tarp or top.

Owner of recovered material shall mean the generator of recovered material or its authorized agent, or the contractor, the recovered material collector, the private recycler, the person having possession of recovered material, or the person to whom the generator has transferred title to the recovered material. The owner shall have transferred title to the material at such time as the same

is placed or deposited in any curbside storage container or recovered material collection container for the purpose of recycling.

Park shall mean a park, reservation, playground, beach, recreation center or any other public area in the city which is owned or used by the city and devoted to active or passive recreation.

Person shall mean the State of Georgia or any other state or any agency or institution thereof, any municipality, county, political subdivision, public or private corporation, solid waste authority, special district empowered to engage in solid waste management activities, individual, partnership, association or other entity in Georgia or any other state. This term shall also include any officer or governing or managing body of any municipality, political subdivision, solid waste authority, special district empowered to engage in solid waste activities, or public or private corporation in Georgia or any other state. This term shall also include employees, departments and agencies of the federal government.

Private industry solid waste disposal facility shall mean a disposal facility which is operated exclusively by and for a private solid waste generator for the purpose of accepting solid waste generated exclusively by the private solid waste generator.

Private premises shall mean any dwelling, house, residence, building or other structure, designed or used either wholly or in part for the private residential purposes, whether inhabited or temporarily or continuously uninhabited or vacant, and shall include any yard, grounds, walk, driveway, porch, steps, vestibule or mailbox belonging or appurtenant to such dwelling, house, building or other structure.

Private recycler shall mean an individual, corporation, partnership or other private person engaged in the business of handling recovered material, including but not limited to dealers, processors, brokers and consumers of recovered material.

Public health or safety hazard shall mean any operation or activity done by a solid waste collector or not done, but was required to be done by the solid waste collector by federal, state, or local law, which could result in physical damage or injury to the general public or their property.

Public place shall mean any and all streets, rights-of-way, boulevards, alleys or other public ways, and any and all public parks, squares, grounds, buildings, beaches, playgrounds or conservation or recreation areas.

Putrescible waste shall mean waste that is capable of being quickly decomposed by microorganisms at ambient temperature and conditions and usually associated with offensive odors and disease vectors. Examples include, but are not limited to, the following: kitchen waste, animal manure, offal, hatchery and poultry processing plant wastes, dead animals, garbage and solid waste contaminated by such waste.

Rear-loading compacting equipment or rear-loader shall mean the body and tailgate assembly of a rear-loading collection vehicle that loads, compacts, transports and unloads material at the rear of the vehicle. These assemblies may include mechanical devices used for lifting and receiving material from stationary storage containers.

Recovered material shall mean that material which has a known use, reuse, or recycling potential, "can be feasibly used, reused or recycled," and has been diverted or removed from the

solid waste stream for sale, use, reuse or recycling, whether or not requiring subsequent separation and processing. Such material, once recovered, is not solid waste.

Recovered material collection container shall mean a bulk container, exceeding 100 gallons' capacity, which is exclusively designed, constructed and conveniently placed for the safe, spillproof containment and conveyance of recovered material. This term includes but is not limited to bins, receptacles, drop-off boxes and containers used to collect recovered material from residential premises consisting of three or more dwelling units and all nonresidential areas.

Recovered material collection vehicle shall mean a vehicle upon which equipment is mounted or attached for the purpose of loading, compacting, transporting or unloading recovered materials or recovered material collection containers. This term includes but is not limited to, roll-off, side-loading, rear-loading, or open-top containers, trucks or other similar vehicles while engaged solely in the collection of recovered material.

Recovered material collector shall mean a person engaged exclusively in the business of separating, collecting or transporting recovered material, with or without compensation, from residential, business, industrial, commercial, institutional or other similar premises, including persons under contract or agreement with the owner or generator of solid waste or recovered material for collection.

Recovered material storage container shall mean any bulk container, exceeding 100 gallons' capacity, designed, constructed and labeled for the containment and placement of recovered material for collection.

Recovered material handling shall mean the separation, collection, storage, processing, consumption, transportation or reuse or resale of recovered material.

Recovered material processing facility shall mean a facility engaged solely in the storage, processing and resale or reuse of recovered material; however, any solid waste generated by such facility shall be subject to all applicable laws and regulations relating to solid waste. This term specifically excluded any solid waste handling facility as is defined herein.

Recyclable material shall mean any material which has a known use or reuse and can be feasibly used, reused, or is capable of being reused or returned to use in the form of a raw material or product. Such recyclable material shall have been diverted or removed from the solid waste stream prior to collection of the same.

Recycling shall mean any process by which recyclable material which would otherwise become solid waste is collected, separated or processed and reused or returned to use in the form of raw materials or products.

Residential solid waste shall mean all municipal solid waste originating in residential premises consisting of one or two dwelling units. This term does not include solid waste originating in residential premises consisting of three or more dwelling units which share the use of a solid waste storage container.

Roll-off shall mean a vehicle equipped with hoist arms, hook, frame cable and/or chain which is used to elevate, support, transport and unload solid waste collection containers or contained material.

Scout shall mean a vehicle with the maximum capacity of eight cubic yards or 216 cubic feet. The "box" of the truck may be configured in any manner so as not to exceed eight cubic yards provided that the dimensions thereof comply with all state and local laws. The scout shall be used to collect solid waste in areas not easily accessible to compactor-type trucks. After collection by a scout vehicle, the solid waste shall be hydraulically or manually emptied into a compactor truck. The scout shall not make direct use of disposal facilities such as landfills or transfer stations. The scout shall be leakproof and covered in such a manner as to prevent waste from falling, leaking or blowing from the vehicle when traveling to or from the compactor truck.

Side-loading compacting equipment or *side-loader* shall mean the body and compaction assembly of a collection vehicle which loads at the side and unloads at the rear thereof.

Solid waste shall mean discarded putrescible and nonputrescible wastes, except water-carried body waste and recovered material, and shall include garbage; rubbish such as paper, cartons, boxes, wood, tree branches, yard trimmings, furniture and appliances, metal, tin cans, glass, crockery or dunnage; ashes; street refuse; dead animals; sewage sludges; animal manures; industrial waste such as waste material generated by industrial operations; residue from solid waste thermal treatment technology; food processing waste; demolition waste; abandoned automobiles; dredging waste; construction waste; and other waste material in a solid or semisolid or liquid state not otherwise defined herein or by O.C.G.A. § 12-8-20 et seq. Such term shall not include any material which is regulated pursuant to the Georgia Water Quality Control Act, O.C.G.A. article 2 of chapter 5 of title 12, or the Georgia Air Quality Control Act of 1978, O.C.G.A. chapter 9 of title 12.

Solid waste collection container shall mean a bulk container, exceeding 100 gallons' capacity, which is designed and constructed for the containment and/or conveyance without spillage of any solid waste contained therein.

Solid waste collection vehicle shall mean any vehicle upon which equipment is mounted or attached for the purpose of loading, compacting, transporting and/or unloading solid waste collection containers. This term includes solid waste transfer trailers, front-loaders, roll-offs, side-loaders, rear-loaders, open-top containers, brush-loaders and knuckle-boom equipment during such time as these vehicles are engaged in the handling or transportation of solid waste.

Solid waste handling shall mean the storage, collection, transportation, treatment, utilization, processing or disposal of solid waste, or any combination of such activities.

Solid waste handling facility shall mean any facility, the primary purpose of which is the storage, collection, transportation, treatment, utilization, processing or disposal or any combination thereof, of solid waste.

Solid waste storage container shall mean any container designed and constructed for the leakproof and spillproof storage of solid waste, and provided by or to the generator for the containment and placement of solid waste for collection. This term shall include residential metal or plastic containers and plastic bags.

Solid waste thermal treatment technology shall mean any solid waste handling facility, the purpose of which is to reduce the amount of solid waste to be disposed of through a process of combustion, with or without the process of waste energy.

Transfer station shall mean a facility used to transfer solid waste from one transportation vehicle to another for transportation to a disposal facility or processing operation.

Unauthorized collection of recovered material shall mean the removal of recovered material without permission of the owner, its authorized agent or the city.

Vehicle shall mean any engine-powered, mobile device in, upon, or by which any person or property is or may be transported or drawn upon a highway, road, rail or track.

Waste-to-energy shall mean a process of combustion through which occurs the extraction and utilization of energy from municipal solid waste.

Waste-to-energy facility shall mean a solid waste handling facility that provides for the extraction and utilization of energy from municipal solid waste through the process of combustion.

White goods waste shall mean solid waste consisting of discarded or abandoned large appliances, including refrigerators, freezers, stoves, ranges, water heaters and similar domestic or commercial large appliances. This term does not include material which is recovered material which is described as herein.

Yard trimmings or *yard trash* shall mean leaves, brush, grass clippings, shrub and tree prunings, discarded Christmas trees, nursery and greenhouse vegetative residuals and vegetative matter resulting from landscaping development and maintenance, other than mining, agricultural and silvicultural operations. Haulers may have other requirements that may have to be followed in addition to these requirements.

Sec. 12.1.4 - Retention of city police powers.

The city retains and reserves all of its police powers and the rights, privileges, and immunities that it now has under the law to patrol and police the streets and public ways within the city, and the granting of any contract as a result of this chapter shall in no way interfere with the improvements to, or maintenance of, any street, alley or public way, and the rights of the city to use said streets, alleys and public ways.

Sec. 12.1.5 - Amendments.

The city reserves the right and power, pursuant to its police power to modify, amend, alter, change or eliminate any rules, requirements, fees, charges and rates of the city as set forth under this chapter, and to impose such additional conditions that are not inconsistent with the rights granted by this chapter, upon the company and all persons, firms or entities of the same class as the company, as may be reasonably necessary in the city council's discretion to preserve and protect the public, health, safety and welfare and/or insure adequate service to the public.

Sec. 12.1.6 - Taxes.

The company shall promptly pay all lawful ad valorem taxes, levies and assessments, if any, that are imposed upon the company. Absent an administrative or judicial challenge, or appeal, the failure to pay any such tax, levy or assessment is a violation of this chapter.

Sec. 12.1.7 - Public necessity.

The city council hereby finds and declares that the public welfare, convenience and necessity require the garbage collection services provided by the city under this chapter.

ARTICLE 2 – CITY APPROVED HAULERS

Sec. 12.2.1 - Responsibility of citizens and businesses to use city approved hauler.

It shall be the responsibility of each citizen both residential and commercial to be served by a city contracted solid waste hauler. Failure to be served by a city contracted solid waste hauler shall result in a violation of this chapter.

Sec. 12.2.2 - Non-exclusive contract required.

- (a) *Haulers.* All persons and entities providing solid waste services inside the city, whether for residential or commercial purposes, shall be registered and operate under an approved exclusive or non-exclusive contract with the city, effective as of March 26, 2025. This non-exclusive contract shall be pursuant to the terms set forth under this chapter, which shall include but not limited to, contracting with residential and/or commercial customers and providing services pursuant to such agreement, placing and servicing containers, operating trucks, vehicles and trailers, and such other operations and activity as are customary and/or incidental to solid waste collections and service. No person, business establishment, or entity shall practice or engage in the collection or disposal of solid waste and/or recyclable materials after March 26, 2025, without a city approved contract as required under this chapter.
- (b) *Term.* Such non-exclusive contract shall have a term of no longer than one calendar year, terminating on December 31 of that same year. Such non-exclusive contracts shall automatically renew annually for a consecutive one calendar year term, unless terminated sooner by the city. Each hauler shall pay a contract renewal fee to the city as set forth on the city's solid waste management fee schedule maintained by the city clerk, within 30 days of each annual contract renewal.
- (c) The city may bid out services for a particular waste collection and disposal service in addition to permitting non-exclusive contracts for other waste and disposal services.
- (d) *Hauler Fees.* A schedule of registration and administrative fees related to this chapter shall be kept on file with the city clerk.

Sec. 12.2.3 - Acceptance by company.

(a) *Contract acceptance.*

- 1) *Form.* All companies operating a residential or commercial refuse waste service shall file with the city its acceptance of the terms and provisions of this chapter, which shall constitute said company's request for a city approved contract. The acceptance and request for contract (the "application") shall be in writing in a format provided by the city substantially as follows:

[insert company name] (the "Company"), acting by and through an officer who is acting within its official capacity and authority, hereby accepts this contract with the City of Mableton, Georgia, to operate a refuse and solid waste collection and disposal system within the City as set forth under Chapter 12, Solid Waste Management, of the City of Mableton, Georgia, Code of Ordinances (referred to herein as the "Solid Waste Ordinance"). For consideration herein, and as set for under the Solid Waste Ordinance, company agrees to be bound and governed by each term, provision and condition of the Solid Waste Ordinance, to accept and to give the benefits provided by the Solid Waste Ordinance, and to perform each service and duty set forth and provided for in the Solid Waste Ordinance in a businesslike and reasonable manner and in compliance with the Solid Waste Ordinance.

So agreed, this _____ day of _____, _____.

[signature]

[printed name]

[title]

[business address]

[contact number]

[notary]

(b) *Additional information.* If the company is a partnership, limited liability company, corporation, or other legal entity, the application must be executed by a duly-authorized officer, manager, member, partner, or shareholder, as applicable. If the company is not a corporate entity, the application must be executed by the person primarily responsible for the operation of the company within corporate city limits. Signatures on the application shall be notarized, and the following information and/or items must be included with the application:

- (1) The company's full legal name and any other names, including business or trade names, used by the company in the preceding four years. If the company is a sole proprietor, the company's full legal name must be that of a natural person, and any nicknames or aliases for such person must also be specified.
- (2) The company's current business address(es), which shall include at least one physical address, and the address of the company's registered agent for service of process if the company is a corporate entity.
- (3) If the company is not a sole proprietor, then the partnership, limited liability company, corporation, or other legal entity shall submit a complete list of its:
 - i. Officers;
 - ii. Directors;
 - iii. Partners, members, or shareholders holding a ten percent or greater ownership interest in such legal entity, or if there is no shareholder with at least a ten percent interest, the ten shareholders with the greatest ownership interest; and
 - iv. Employee or agent(s) assigned primary responsibility for communications with the city.

(c) *Supporting Documentation.* The following information shall be attached to the submitted contract:

- a. The company's customer service telephone number and website;
- b. A notarized statement certifying that all company drivers have a current commercial driver's license (CDL) and all company trucks are registered with the Georgia Department of Transportation;
- c. A current solid waste handling permit from the Director of the Environmental Protection Division of the Georgia Department of Natural Resources or any successor agency authorized to issue permits pursuant to O.C.G.A. § 12-8-24; and
- d. An insurance certificate evidencing the company's maintenance of insurance as required under this chapter.

(d) *Compliance required.* Any non-exclusive contract entered into with the city pursuant to the provisions of this chapter shall be a mere grant or privilege to carry on business during the term of such contract, subject to all terms and conditions imposed by this chapter and applicable local, state and federal laws relating to such business. Failure to register and operate in accordance with this chapter and/or an approved contract with the city shall be a violation of this chapter and shall subject the company to termination, suspension and/or revocation of the contract by the city, in addition to any other fines, penalties and actions allowed by law.

Sec. 12.2.4 - Establishment of an environmental management fee.

The city hereby establishes an environmental management fee in consideration of the benefits, costs, expenses, programming and/or improvements associated with the city's solid waste management, as follows:

- a) *Commercial.* The city hereby establishes an environmental management fee assigned to all haulers collecting and disposing of commercial solid waste in the amount of thirteen and a half percent (13.5%) of the company's gross receipts resulting from commercial solid waste services provided by the hauler to customers within the city, exclusive of sales tax.
- b) *Residential.* The city hereby establishes an environmental management fee assigned to all haulers collecting and disposing of residential solid waste, in the amount of six percent (6%) of the company's gross receipts resulting from residential solid waste services provided by the hauler to customers within the city, exclusive of sales tax. Any hauler electing to pass the fee under this subsection onto the residential customer shall be prohibited from billing more than fifty percent (50%) of said residential fee to the customer.
- c) *Quarterly reports and fees; due dates.*

- (1) All solid waste bills generated by companies after April 1, 2025 shall include the environmental management fee set forth under this chapter. Haulers shall remit the environmental management fee ("quarterly fee") to the city each quarter, along with a quarterly report for services performed the quarter prior. The quarters shall be broken down as January 1 through March 31, April 1 through June 30, July 1 through September 30 and October 1 through December 31.
- (2) The initial quarterly report and quarterly fee shall be due to the city by August 15, 2025, and shall include quarterly fees and reporting commencing from April 1, 2025. Quarterly fees and quarterly reports thereafter shall be due to the city by February 15, May 15, August 15, and November 15 annually, with each payment being based upon the company's gross receipts during the prior quarter.
- (3) *Form.* The quarterly reports shall be submitted in the manner and format requested by the city and shall include information as requested by the city sufficient to maintain compliance with local, state and federal regulations, audits, rules and law relating to solid waste collection, removal, and disposal. The city may periodically conduct audits for transparency and truth in reporting and quarterly payments.
- d) *Energy Efficiency Discount.* A one percent (1%) fee reduction in fees will be implemented for any hauler that has fifty percent (50%) or more of their solid waste collection running on electric, hybrid or natural gas vehicles, and/or electric or low-emission vehicles. Haulers shall present to the city sufficient evidence of such energy efficiency qualification and secure written approval from the city, prior to implementing such reduction.

Sec. 12.2.5 - Disposal facility fee.

- 1) *Operators of disposal facilities.* The following surcharges are hereby imposed upon the operator(s) of disposal facilities in accordance with O.C.G.A. § 12-8-39(d) and shall be paid to the city on or before December 31st of each year:
 - a. A surcharge fee of \$2.50 per ton of residential municipal solid waste or commercial solid waste received, collected, handled or disposed of at any private municipal solid waste disposal facility located within the city; and
 - b. A surcharge fee of \$1.00 per ton of construction or demolition waste or inert waste received, collected, handled or disposed of at any private municipal solid waste disposal facility located within the city.
 - c. *Operators of disposal facilities.* Any operator of a disposal facility in the city must report to the city by July 15 the annual tonnage of solid waste received at said facility for the year prior, segregated by point of origin.
 - d. *Penalties.* Any failure to comply with or violation of this provision shall subject the offender to punishment as allowed by law.

Sec. 12.2.6 - Registration decals.

- (a) Upon execution of the non-exclusive contract with the city, all vehicles used in the operation of collecting and disposing of residential or commercial solid waste, including but not limited to garbage, recyclables, bulky waste, junk, yard trimmings, bio medical waste, or hazardous materials shall be marked with a city issued decal, or adhesive sticker stating they are a registered solid waste contractor for the city.
- (b) The city manager or his/her designee shall prepare the standards for such stenciling, decals, or adhesive stickers with the size, color, design, and placement on each company vehicle operating inside the city limits.
- (c) Upon the execution of an agreement, the city shall provide the necessary decals and/or adhesive stickers.

Sec. 12.2.7 - Solid waste haulers name on containers.

- (a) Each person and/or business establishment who is registered and contracted by the city to collect and dispose of solid waste inside the city shall cause to have their company name and contact phone number permanently placed on every solid waste container and recycling container.
- (b) Such company name and contact phone number shall be clearly visible and legible and be no less than three inches in height and either applied by stencil, waterproof adhesive sticker, or painted on the container.
- (c) For each recycling container and bin, the hauler shall apply by stencil or waterproof adhesive sticker stating the list of recyclable materials, as found on the city's list of acceptable recyclable materials.

Sec. 12.2.8 - Insurance.

- (a) *Minimum coverage requirements.* The haulers shall maintain throughout the term of each agreement, property damage coverage, general liability insurance, and automobile liability insurance for any vehicles owned or operated by company, with an insurance company authorized and licensed to do business in the State of Georgia and acceptable to the city, insuring against claims for liability and damages for the benefit of the city. The insurance shall include the City as an additional insured. Property damage coverage insurance under this section shall be a minimum of \$500,000.00. Automobile liability insurance under this section shall, at a minimum, have limits of \$250,000.00 for bodily injury for each person, and \$500,000.00 for each occurrence, and property damage of \$250,000.00 for each occurrence and general liability insurance under this section shall be a minimum of \$1,000,000.00 for the protection of the public in connection with:
 - (1) *Property damage.* Liability to persons or damages to property, in any way arising out of or through the acts or omissions of company, its servants, agents or employees or to which company's negligence shall in any way contribute;

- (2) *Miscellaneous*. Arising out of any claim or invasion of the right of privacy, for defamation of any person, firm or corporation, or the violation or infringement of any copyright, trademark, trade name, service mark or patent, or of any other right of any person, firm or corporation;
- (3) *Contractors*. Arising out of company's operations and relationships with any independent contractor or subcontractor.
- (b) *Employer's liability*. If the company is required by Georgia Statute, the company shall maintain throughout the term of the Agreement resulting from this chapter the requisite statutory workers' compensation insurance, and a minimum of \$100,000.00 employer's liability insurance.
- (c) *Certificate of insurance*. The insurance policy, or policies, obtained by each company in compliance with this section shall be approved by the city manager in the city manager's reasonable discretion, and the certificate of insurance for the insurance policy shall be filed and maintained with the city during the term of the contract resulting from this chapter with a copy of the endorsement required under this section to be attached or made a part of such certificate.
- (d) *Endorsements*. All insurance policies maintained pursuant to this chapter shall contain the following conditions by endorsement:
 - (1) *Additional insured*. The city shall be an additional insured and the term "owner" and "city" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the city and the individual members, officers, employees and agents thereof in their official capacities and/or while acting on behalf of the city.
 - (2) *Other insurance clause*. The policy clause "other insurance" shall not apply to the city when the city is an insured on the policy.
 - (3) *No recourse*. Companies issuing the insurance policies shall not recourse against the city for payment of any premium or assessment.
- (e) *Increase requirements*. The city may choose to make reasonable adjustments to the insurance coverage and limits when deemed necessary and prudent based upon changes in statutory law, court decisions, or the claims history of the industry.
- (f) All insurance contracts must specify that the vehicles covered by such contracts are for "trash collection."
- (g) The collector shall provide the city with annual proof of the insurance required under this chapter. Any failure to provide such evidence of insurance shall be grounds for the city's denial or revocation of a solid waste contract under this chapter.
- (h) A collector shall notify the city manager in writing of any insurance policy changes, renewals and/or cancellation by written certified notice at least 30 days prior to any change, renewal, and/or cancellation.

Sec. 12.2.9 - Indemnity.

Each city approved solid waste hauler shall agree by and through their acceptance and execution of the contract required under this chapter, to indemnify, defend and save harmless the city, its agents, officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation or other entity arising from any negligent act or omission or willful misconduct of the company, or any of its agents, contractors, servants, employees or sub-contractors, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon. Promptly after receipt from any third party by city of a written notice of any demand, claim or circumstance that, immediately or with the lapse of time, would give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation (an "asserted claim") that may result in losses for which indemnification may be sought hereunder, the city shall give written notice thereof (the "claims notice") to the company provided, however, that a failure to give such notice shall not prejudice the city's right to indemnification hereunder except to the extent that the company is actually and materially prejudiced thereby. The claims notice shall describe the asserted claim in reasonable detail, and shall indicate the amount (estimated, if necessary) of the losses that have been or may be suffered by the city when such information is available. The company may elect to compromise or defend, at its own expense and by its own counsel, any asserted claim. If the company elects to compromise or defend such asserted claim, it shall, within 20 business days following its receipt of the claims notice (or sooner, if the nature of the asserted claim so required) notify the city of its intent to do so, and the city shall cooperate, at the expense of the company, in the compromise of, or defense against, such asserted claim. If the company elects not to compromise or defend the asserted claim, fails to notify the city of its election as herein provided or contests its obligation to provide indemnification under this agreement, the city may pay, compromise or defend such asserted claim with all reasonable costs and expenses borne by the company. Notwithstanding the foregoing, neither the company nor the city may settle or compromise any claim without the consent of the other party; provided, however, that such consent to settlement or compromise shall not be unreasonably withheld. In any event, the city and the company may participate at their own expense, in the defense of such asserted claim. If the company chooses to defend any asserted claim, the city shall make available to the company any books, records or other documents within its control that are necessary or appropriate for such defense.

Sec. 12.2.10 - Vehicle requirements.

All persons collecting and disposing of solid waste material for a fee shall comply with the following requirements:

(1) *Solid waste collection vehicles:*

- a. *Type and size:* Solid waste collection vehicles shall comply with the regulations and licensing requirements of the Georgia Department of Transportation and with applicable local ordinances specifying weight and size restrictions for any streets or roads traveled to collect solid waste.
- b. *Compactor and cover:*
 1. Vehicles used for the collection or transportation of solid waste shall be covered compactor-type trucks and shall be enclosed, weather-tight, substantially leakproof, easily cleanable and constructed of durable metal.

2. Vehicles used for the collection or transportation of solid waste shall be covered at all times, except during the loading and unloading thereof, so as to prevent the contents from falling, leaking or blowing out of the vehicle.
- c. *Scout or satellite vehicle:* A scout or satellite vehicle shall mean a vehicle with the maximum material capacity of eight cubic yards, or 216 cubic feet. The "box" of the truck may be configured in any manner not to exceed eight cubic yards so long as the dimensions thereof comply with all state and local laws. The scout should be used to collect materials in areas not easily accessible to compactor trucks after which the material shall then be hydraulically or manually emptied into a compactor truck. The scout shall not be allowed to make direct use of disposal facilities such as landfills or transfer stations. The scout shall be leakproof and covered in such a manner as to prevent waste from falling, leaking or blowing from the vehicle when travelling to the compactor truck.
- d. *Audible alarm:* Each vehicle used for collection or transportation of solid waste shall have an operating, audible alarm which sounds when any such vehicle backs up or is in reverse.
- e. *Emergency lights:* Each compactor vehicle used for the collection or transportation of solid waste shall have an operating, flashing or revolving amber light mounted on top of the vehicle and visible from its rear. All collectors shall comply with any corresponding local, state and/or federal laws or regulations.
- (2) *Identification:* The following items shall at all times be clearly visible on each and every vehicle used in the collection or transportation of solid waste, including temporary replacement vehicles and scouts:
 - a. The identity and telephone number of the collector on both sides of the vehicle displayed by letters or characters at least three inches in height;
 - b. A city issued decal shall be placed on the front and side of the truck.
- (3) *Ownership/lease:* Registration of and title to the vehicle(s) shall be in the name of the collector or a leasing agent with a duly authorized power of attorney issued in the name of the collector.
- (4) *Exempt equipment:* The following solid waste collection equipment shall be exempt from the vehicle requirements enumerated in subsection (1)b1 above; however, nothing in this section excludes compliance with all other vehicle requirements specified by this section, article, or chapter:
 - a. Roll-off equipment (to be used solely for the collection of construction debris and inert material which does not constitute solid waste);
 - b. Brush collector equipment;
 - c. Knuckle-boom picker equipment;
 - d. Open-top equipment (to be used solely for the collection of construction debris and inert material which does not constitute solid waste);

- (5) *Penalties:* Any failure to comply with or violation of the provisions contained in this section shall subject the offender to the penalties as allowed by law.

Sec. 12.2.11 - Establishment of public listing of approved and certified haulers in the city.

The city shall cause to publish on the city website the list of approved and contracted waste haulers for both residential and commercial services.

Sec. 12.2.12 - Disposal of refuse.

The registered solid waste hauler shall deliver all residential and commercial refuse and waste collected by it from its customers within the city, except for materials which the solid waste hauler may select for recovery and recycling, to a disposal facility that is permitted by the Georgia Environmental Protection Division to accept such refuse and waste. Rules, ordinances and laws governing hours of operation and disposal practices at the disposal facility will be observed and followed by the company while engaged in the disposal of refuse pursuant to this chapter.

ARTICLE 3 – SERVICE REQUIREMENTS

Sec. 12.3.1 - Establishing a basic level of service.

- (a) *Residential.* Each owner of an occupied residential property and/or residential unit within the city shall contract directly with a solid waste hauler authorized under this chapter for a minimum of once-a-week collection of residential solid waste, residential recovered materials, white goods, bulk waste and yard trimmings. It shall be the responsibility of the owner of a residential service unit to ensure that prior to collection and disposal, white goods are empty of all foods and liquids, and that any chlorofluorocarbons and polychlorinated biphenyls (PCBs) have been evacuated and captured by a certified technician in accordance with law, and the doors have been removed from freezers and refrigerators.
- (1) *Exceptions.* Residents may meet the requirement under this section to contract directly with a solid waste hauler authorized under this chapter, by executing and returning to the city a sworn affidavit, on a form provided by the city, attesting that they:
- i. Share collection services with no more than one other city resident who contracts directly with a solid waste hauler as authorized and required under this chapter;
 - ii. Utilize a commercial establishment for disposal of their residential waste, so long as the resident has permission by the owner of such commercial establishment to dispose of their residential waste and so long as the commercial establishment contracts with a hauler for waste collection services; and
 - iii. Take their residential solid waste to a licensed waste disposal facility at least twice monthly, so long as the resident retains a receipt from such waste disposal facility for a period of at least six months from the date of service, evidencing their compliance with this subsection (iii).

- (b) *Commercial.* All commercial establishments, businesses, and industries having commercial solid waste, commercial recovered materials, scrap tires and/or yard trimmings shall contract with a solid waste hauler authorized under this chapter for a minimum of once-a-week collection of solid waste and recyclable materials. The frequency of yard trimmings and bulky trash pickup shall be provided to each business customer through the dictates of individual contracts between the solid waste hauler and respective business establishment. A commercial business establishment may use multiple haulers to perform individual waste collection and disposal services.
- (c) *Nuisance and overflow.* At no time shall the level of service provided by any hauler for waste and/or recyclable be such that waste and/or recyclable materials overflow the container for which it is to be disposed or create any odors that would otherwise be deemed a public nuisance from the inability to properly collect said materials in a timely manner consistent with the disposal rate of any such business establishment.
- (d) *Multi-family developments.* For purposes of collection and disposal of waste and recycling, multi-family developments may use separate waste haulers to perform individual services necessary to serve the overall development.
- (e) *Customer education.* Solid waste haulers shall educate customers on their website, or in writing, about industry trends and best practices, including recycling and collection schedules (including holiday collection schedules). Such communication should promote placing collectibles at the curb the night before collection, and receptacles should not remain at the curb for longer than 24 hours.
- (f) *Hauler Specific Policies.* Haulers may implement customer requirements in addition to this chapter, so long as such requirements are not inconsistent with the chapter, or applicable local, state and federal codes, rules and law.

Sec. 12.3.2 - Disabled Persons.

- (1) Any disabled person who does not reside with at least one non-disabled person related by blood or marriage shall be provided non-curbside collection of residential municipal solid waste, residential recovered materials, residential bulky waste, white goods, and/or yard trimmings by their hauler, provided that the disabled person performs the following:
 - a. Obtains a physician's certificate certifying such disability; and
 - b. Provides the physician's certificate at least, at least a month in advance, to the city and the hauler serving such person's residential service unit; and
 - c. Executes and returns to the city a sworn affidavit, provided by the city, attesting to their qualifications under this subsection.
- (2) Non-curbside collection is available only if all adult persons residing in the residential service unit are also disabled and also obtain physician's certificates certifying such disability.

- (3) This section also applies to temporary disability not to exceed ninety (90) days.
- (4) Companies may make reasonable rules for the non-curb-side collection of residential municipal solid waste, residential recovered materials, residential bulky waste, white goods, and/or yard trimmings from disabled persons who qualify under this chapter for such service.

Sec. 12.3.3 - City initiated collection.

The city reserves the right to secure residential waste collection services for any occupant or owner who fails, upon request, to provide proof of having secured weekly waste collection services as required under this chapter. Such city-initiated service may be terminated upon the owner or occupant providing the city with proof of obtained collection services. Such service shall be in addition to the city's authority to issue citations or fines for failure to comply with this chapter. The city may recover the costs for any such city-initiated collection services as allowed by law.

Sec. 12.3.4 - Establishment of residential container sizes.

- (a) Upon adoption of this chapter, the following container sizes for residential garbage and recycling shall be established. All haulers registered in the city are responsible and shall provide, deliver, maintain, and replace, when necessary, a wheeled-garbage container and a wheeled-recycling cart for single-family homes and a recycling bin for each multi-family unit.

(1) Residential.

a. Single-family homes.

- 1. For purposes of garbage collection, all registered haulers shall provide a choice of two minimum sized containers. They shall include either a 65-gallon or a 90-gallon cart on wheels.
- 2. For purposes of recycling collection, all registered haulers shall provide a choice of two minimum sized containers. They shall include either a 30-gallon or a 65-gallon cart on wheels.

b. Multi-family homes.

- 1. For purposes of garbage collection, all registered haulers shall offer a roll-off and/or trash compactor on-site commensurate in size to the number of units served within the complex.
- 2. For purposes of recycling collection, all registered haulers shall provide an 18-gallon bin for each unit. The size of the recycling receptacle shall be commensurate in size to the number of units served within the complex.

Sec. 12.3.5 - Containers.

- (a) All containers shall be constructed and maintained according to good industry practice;
- (b) All containers shall be equipped with stable covers to prevent blowing or scattering of refuse while being transported for disposal of their contents;

- (c) All containers, save and except those being used for the purpose of collecting and storing rubble, building and scrap construction materials, shall be equipped with covers suitable to prevent blowing or scattering refuse and access to the container by animals while the container is at the site designated by customer;
- (d) All containers shall be periodically cleaned by residents, and maintained, serviced and kept in a reasonably good state of repair by haulers, to prevent the unreasonable accumulation of refuse residues, to avoid excessive odor and harborage for rodents and flies resulting from excessive residues remaining after collection of containers;
- (e) All containers shall be clearly marked with the company's name and telephone number in letters not less than three inches in height; and
- (f) All containers, when stored, shall not be on public rights-of-way and shall be located so as to not interfere, block, obstruct or impede the normal use of any sidewalk, street, alley driveway or fire lane, or to block, obstruct or impede sight distance at street, road or alley intersections. Such containers shall be removed from the collection point within 24 hours of service.

Sec. 12.3.6 - Individual placement and disposal of yard trimmings.

- (a) It shall be unlawful to place or mix yard trimmings with municipal solid waste within the city.
- (b) Yard trimmings shall not be disposed of at any municipal solid waste disposal facility with liners or leachate collection systems or any municipal solid waste landfills which have received a vertical expansion under O.C.G.A. § 12-8-40.2.
- (c) Yard trimmings, if not collected, shall be disposed of in the following manners:
 - (1) Sorted and stockpiled;
 - (2) Chipped;
 - (3) Composted;
 - (4) Used as mulch;
 - (5) By otherwise beneficially reusing or recycling it to the maximum extent feasible; or
 - (6) At certain types of landfills that are permitted to accept yard trimmings under O.C.G.A. § 12-8-40.2.
- (d) Persons violating the provisions of paragraphs (a) and (b) of this section shall be subjected to punishment as allowed by law.
- (e) Notwithstanding the provisions of paragraphs (a) through (d) of this section, individuals may combine municipal solid waste and yard waste which is transported to an authorized composting facility for processing.

Sec. 12.3.7 - Mandatory offer of recycling service.

- (a) All collectors must offer to their residential and commercial customers the option of having their recyclable materials collected at least once a month. Recyclable materials to be collected shall include at a minimum the following items: newspaper, aluminum, card board and plastics.

- (b) All collectors must offer an appropriate container, bags or other type of receptacle for those residential customers opting for this recycling service. Any collector providing such a container, bags or other type of receptacle to any residential customer may charge a fee for such a container, bags or other type of receptacle.
- (c) In no event shall any of the recyclable materials collected pursuant to this optional recycling service be disposed of in any landfill.
- (d) Any failure to comply with or violation of the provisions contained in this section shall subject the offender to punishment as allowed by law.

Sec. 12.3.8 - Unauthorized collection of recovered materials.

No person other than the owner of recovered material shall remove any such recovered material which has been separated from solid waste and placed at a designated recovered material collection location for recycling.

Sec. 12.3.9 - Customer's requirements.

All persons receiving solid waste collection and disposal services in the city shall comply with the following minimum requirements:

- (1) All solid waste must be enclosed in plastic or plastic-lined bags which are or have been tied, except as provided in paragraph (2) of this section.
- (2) Yard trimmings, if collected, shall be sorted and separated from all municipal solid waste in order to facilitate collection and ultimate handling in accordance with this chapter.
- (3) Nothing in this chapter shall prohibit persons from disposing of their own solid waste, provided that all solid waste is bagged, tied, contained and/or covered when transported for disposal.

Sec. 12.3.10 - Services required to be performed.

All residential collectors shall comply with the following requirements:

- (1) *Collection schedule:* Collectors shall provide residential collection service at least once per week. No undue disturbance shall be created in residential areas during residential collection.
- (2) *Collection during holidays:* During a week which includes a legal holiday, collectors shall alternate collection days, if necessary, to ensure that collection service is provided at least once during such a holiday week.
- (3) *Notice to customer and city:* Residential collectors shall give written notice of any change in policy or level of service as follows:
 - a. To the city at least ten days prior to the implementation of any such change, including but not limited to sale of company, termination of business, or change of phone number; and
 - b. To the customer at least ten days prior to the implementation of any such change, including but not limited to termination of service; change of phone number, and change of rates, but excluding any sale of the company; however, the customer shall

be notified of any such sale of the company within thirty days after the occurrence of such sale.

- (4) *Disposal of solid waste:* All collectors, including commercial collectors, must dispose of any solid waste in an approved disposal facility permitted and/or managed by the state department of natural resources and/or the city.
- (5) *Disposal of yard waste:*
 - a. It shall be unlawful within the city to dispose of yard trimmings in all municipal solid waste landfills with liners or leachate collection systems; and to dispose of yard trimmings in all municipal solid waste landfills which have received a vertical expansion under O.C.G.A. § 12-8-40.2.
 - b. All collectors, including commercial collectors, must dispose of yard trimmings, if collected, in the following manners:
 - 1. Sorting and stockpiling; or
 - 2. Chipping; or
 - 3. Composting; or
 - 4. Using as mulch; or
 - 5. By otherwise beneficially reusing or recycling it to the maximum extent feasible; or
 - 6. By delivering it to certain types of landfills that are permitted to accept yard trimmings under O.C.G.A. § 12-8-40.2.
 - c. Notwithstanding the provisions of paragraphs (1) through (5) of this section, collectors may combine municipal solid waste and yard waste which is transported to an authorized composting facility for processing.
- (6) *Customer service:* Each city approved hauler under this chapter shall at all times:
 - a. List their website address, company email address, and available payment methods on customer invoices;
 - b. Maintain a public company website;
 - c. Published their telephone number and company email on their company website for customers to contact the hauler for customer issues and complaints;
 - d. Designate a person to be available during normal business hours to review and resolve customer issues and complaints; and
 - e. Maintain and implement an internal customer service system to resolve customer complaints and issues.

Sec. 12.3.11 - Hours of collection.

- (a) No person or entity shall engage in the collection, transportation or disposal of any solid waste or recyclables from dumpsters, containers or receptacles of any kind or type between the hours of 11:00 p.m. and 7:00 a.m. except to perform emergency work required to safeguard the immediate health, safety and welfare of the public. Haulers may, however, commence collections as early as 5:00 a.m. on dates in which the heat index in the city exceeds 100 degrees Fahrenheit, or on Saturdays immediately following a city, state or federal holiday.
- (b) If a partnership, corporation or other business entity controls, directs and/or owns a solid waste collection business, both the person directing the operation of such business, and all partners, directors, officers, shareholders, agents, representatives or employees exercising significant managerial responsibility over any employee or agent whose acts violate the terms of this article or chapter shall, in addition to such employee or agent, be considered to have violated the provisions of this chapter.
- (c) Specifically excluded from the applicability of this section are the dumpsters located at any school within the city.

Sec. 12.3.12 - Excluded services.

- (a) Collectors shall not be required to collect, remove or transport materials which exhibit any of the following characteristics:
 - (1) Toxic;
 - (2) Ignitable;
 - (3) Reactive; or
 - (4) Corrosive.
- (b) Collectors shall not be required to collect, remove or transport dead animals.

Sec. 12.3.13 - Prohibited acts.

- a) No person, company, service provider, firm, corporation or other entity shall:
 - 1. Violate the requirements set forth in this chapter;
 - 2. Collect solid waste in a manner which will be conducive to insect and rodent infestation or the harboring and feeding of wild dogs or other animals; impair the air quality; impair the quality of the ground or surface waters; impair the quality of the environment; or likely create other hazards to the public health, safety, or well-being as defined by Georgia Department of Natural Resources, Environmental Protection Rule 391-3-4-04; or
 - 3. Collect solid waste until all requirements in this chapter have been complied with.
- b) No solid waste may be disposed of by any person in an open dump, nor may any person cause, suffer, allow or permit open dumping on his property as defined by Georgia Department of Natural Resources, Environmental Protection Rule 391-3-4-04, as amended.

- c) It shall be a violation of this chapter to place or cause to be placed for collection by a residential service provider or commercial service provider any acid, explosive material, inflammable liquids or dangerous or corrosive material of any kind.
- d) No person other than the occupant or owner thereof shall interfere with any container placed for the purpose of storing solid waste pending collection, or remove or take any of the contents thereof, or remove any container from the location where the container has been placed by the owner thereof.
- e) No person shall discard or deposit any solid waste on the land of another without first obtaining permission of the owner.
- f) No person shall discard or deposit, or permit the discarding or depositing, of any solid waste on any public right-of-way, except in receptacles provided for the purpose of holding such solid waste.

ARTICLE 4 – LITTER CONTROL

Sec. 12.4.1 - Purpose and intent.

The purpose of this article is to protect the public health, safety, environment, and general welfare through the management and prevention of litter. The objectives of this article are:

- (1) Provide for uniform prohibition throughout the city of any and all littering on public or private property; and,
- (2) Prevent the desecration of the beauty and quality of life of the city and prevent harm to the public health, safety, environment, and general welfare, including the degradation of water and aquatic resources caused by litter.

Sec. 12.4.2 - Applicability.

This chapter shall apply to all public and private property within the city.

Sec. 12.4.3 - Compatibility with other requirements.

This article is not intended to interfere with, abrogate, or annul any other ordinance, rule or regulation, statute, or other provision of law. The requirements of this article should be considered minimum requirements, and where any provision of this article imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, whichever provisions are more restrictive or impose higher protective standards for human health or the environment shall be considered to take precedence.

Sec. 12.4.4 - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Construction waste means waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality. For the purposes of this article, construction waste is a type of litter.

Litter means any organic or inorganic waste material, rubbish, refuse, garbage, trash, construction waste, hulls, peelings, debris, grass, weeds, ashes, sand, gravel, slag, brickbats, metal, plastic, and glass containers, broken glass, dead animals or intentionally or unintentionally discarded materials of every kind and description which are not "waste" as such term is defined in O.C.G.A. § 16-7-51.

Public or private property means 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; timberlands or forests; and residential, commercial, industrial, or farm properties.

Sec. 12.4.5 - Prohibition against littering public or private property or waters.

- (a) It shall be unlawful for any person or persons to dump, deposit, throw or leave or to cause or permit the dumping, depositing, placing, throwing or leaving of litter on any public or private property in this city or any waters in this city unless:
 - (1) The property is designated by the state or by any of its agencies or political subdivisions for the disposal of such litter, and such person is authorized by the proper public authority to use such property;
 - (2) The litter is placed into a receptacle or container installed on such property; 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.
- (b) Construction site operators must control waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality.

Sec. 12.4.6 - Vehicle loads causing litter.

No person shall operate any motor vehicle with a load on or in such vehicle unless the load on or in such vehicle is adequately secured to prevent the dropping or shifting of materials from such load onto the roadway.

Sec. 12.4.7 - Evidence.

- (1) 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.
- (2) Except as provided in subsection (1), 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 or other writing which display the name of the 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.

ARTICLE 5 – PENALTIES AND ENFORCEMENT

Sec. 12.5.1 - Compliance with law.

Persons, entities and haulers shall conduct their operation within the city in compliance with all applicable local, state and federal laws, rules and regulations, including as provided in this chapter.

Sec. 12.5.2 - Enforcement.

Unless otherwise specially provided by the city council, the enforcement of this chapter shall be within the jurisdiction of the city's enforcement personnel, including the city manager or his/her designees or employees/agents of the city. The enforcement personnel shall have such powers as are reasonably necessary to enforce and give effect to this chapter. Nothing stated herein, however, shall prohibit other law enforcement agencies, officers or officials of this state from enforcing similar laws and regulations as allowed by law and/or with the City's consent.

Sec. 12.5.3 - Violations and penalties.

- (a) It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this chapter. Any person who has violated or continues to violate the provisions of this chapter, may be subject to the enforcement actions outlined in this section or may be restrained by injunction or otherwise sentenced in a manner provided by law. Any person and/or entity who violates any section or provision of this chapter shall be punished as allowed by law, which may include a fine in an amount not to exceed \$1,000.00, community service and/or imprisonment. If any person is found to be guilty of more than one violation of this chapter in any 12-month period, unless provided elsewhere under this chapter, the following fines are established:
 - (1) The amount of the original fine plus \$200.00, not to exceed \$1,000.00 and/or imprisoned for a period not to exceed 60 days for the second violation of this chapter in any 12-month period.
 - (2) The amount of the original fine plus \$650.00, not to exceed \$1,000.00 and/or imprisoned for a period not to exceed 60 days for the third violation of this chapter in any 12-month period.
 - (3) \$1,000.00 and/or imprisoned for a period not to exceed 60 days for the fourth and each successive violation of this chapter in any 12-month period.
- (b) All violations, penalties and/or remedies specified in this chapter are cumulative. Each separate date of a violation shall be a separate offence. Pursuance of any one violation, penalty or remedy shall not be deemed an election of remedies and shall not prohibit the simultaneous pursuit of any other applicable violation, penalty or remedy.

Section 2. It is hereby declared to be the intention of the City Council that:

- (a) All Ordinances and parts of Ordinances in conflict with this Ordinance are hereby repealed.

- (b) All sections, paragraphs, sentences and phrases of this Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.
- (c) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. No section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.
- (d) In the event any portion of this Ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of the City that such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this Ordinance which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause or phrase were not originally a part of the Ordinance.

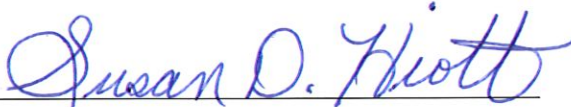
Section 3. Fees and other costs applicable under this Ordinance are hereby adopted and attached as the “City of Mableton Waste Management Fee/Fine Schedule.”

Section 4. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Ordinance for proofing and renumbering purposes.

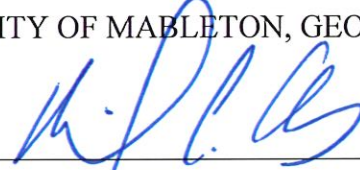
Section 5. The effective date of this Ordinance shall be February 26, 2025, unless required otherwise by the City Charter, state and/or federal law. In the event that any effective date herein is determined by a Court of law to be invalid, said effective date shall instead be the earliest date allowed by law.

SO ORDAINED this 28th day of January, 2025.

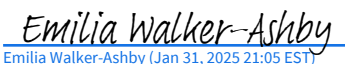
ATTEST:


 Susan D. Hiott, City Clerk

CITY OF MABLETON, GEORGIA:


 Michael Owens, Mayor

APPROVAL AS TO FORM:


 Emilia Walker-Ashby (Jan 31, 2025 21:05 EST)
 Emilia Walker-Ashby, Interim City Attorney



City of Mableton Waste Management Fee/Fine Schedule:**Table 1. Application/Renewal Fee**

Gross Receipts (Based upon year prior. Use anticipated gross receipts if a new business.)	Application/Renewal Fee
\$0 - \$99,999	\$115.00
\$100,000 - \$249,999	\$215.00
\$250,000 - \$499,999	\$375.00
\$500,000 and greater	\$500.00

Table 2. Other Registration and Programming Fees

Fee Type	Amount	Description
Application Fee	See Table 1. "Application/Renewal Fee" (non-refundable)	.Fees are on a graduated structure, per Table 1.
Decal Fee	\$25 per set of 2 decals	Two decals are required per fleet vehicle. Additional/replacement sets can be purchased if needed.
Contract Renewal Fee	Fee is on a graduated structure, per Table 1	Annual renewal fee for maintaining active hauler status.
Late Renewal Fee	25% of the renewal fee	Applied if the renewal application is submitted past the deadline.
Late Quarterly Report Penalty	\$150 per late quarterly report	Applied if quarterly reports are not submitted to city by due date.

Late Quarterly Fee Penalty	10% of the quarterly amount due	Added to quarterly fees not paid to city by the quarterly fee due date.
Interest on Late Quarterly Fees	1.5% per month	Monthly interest on late quarterly fee balances, starting from the date of missed payment.

Table 3. Fines for Sanitation, Litter, and Construction & Demolition (C&D) Waste Ordinance Violations. The fines set forth below are recommended minimum fines, with exception that the City Municipal Court shall have discretion to adjust such fines as allowed by law and as the Court deems necessary, where circumstances warrant. This schedule shall in no manner limit or restrict the Court for imposing additional fines, penalties and/or other rulings, as allowed by law.

Entity Type	Violation	Fine
Solid Waste Vendors	Operating without a current City contract	\$1,000 per day
	Failure to Adhere to Identification Requirements (Inadequately marked vehicle)	\$500 per occurrence
	Non-Compliance with Vehicle and Container Requirements (Failure to cover loads or label containers)	\$300 per occurrence
	Failure to Offer or Educate on Recycling Program	\$500 per month until compliant
	Improper Disposal or Transfer of Waste	\$1,000 per occurrence
	Customer Service Non-Compliance (e.g., unresolved complaints escalated to the City)	\$250 per complaint filed with the City

Commercial Businesses	Improper Disposal of Waste	\$750 per occurrence
	Failure to Secure Waste in Appropriate Containers	\$250 per occurrence
	Unlawful Dumping or Littering	\$1,000 per occurrence
	Non-Compliance with Construction Site Waste Control	\$1,000 per occurrence
Residents	Improper Disposal of Household Waste	\$100 per occurrence
	Failure to Secure Trash in Covered Containers	\$50 per occurrence
	Littering or Unlawful Dumping - Minor (e.g., small items)	\$150 per occurrence
	Littering or Unlawful Dumping - Major (e.g., large items like furniture, appliances)	\$500 per occurrence
	Non-Compliance with Yard Waste Disposal Requirements	\$75 per occurrence
Construction & Demolition (C&D) Waste Providers	Operating without City Contract	\$1,000 per day
	Failure to Segregate C&D Waste from Other Waste Types	\$750 per occurrence

	Improper Disposal or Transfer of C&D Waste	\$1,000 per occurrence
	Non-Compliance with Construction Site Waste Removal (e.g., not removing waste before issuance of occupancy certificate)	\$1,000 per occurrence
	Failure to Allow or Facilitate City Audits of Records	\$1,000 per occurrence