

2015 LOWNDES COUNTY SOLID WASTE ORDINANCE

ARTICLE I - GENERAL PROVISIONS

Section 1.1. Intent and Purpose. The intent and purpose of this Ordinance is to regulate the collection, transportation, and disposal of solid waste in the unincorporated areas of Lowndes County and from residential premises within the unincorporated areas of the County for the purposes of:

(a) protecting the public health, safety, and general welfare by preventing the dissemination of and providing for the removal of inorganic refuse materials laden with bacterial elements and contaminants detrimental to the general well-being of citizens, their property, and the environment;

(b) protecting the public health, safety, and general welfare and enhancing the quality of the water, air, and overall environment of Lowndes County by providing for uniform rules and procedures for the collection, transportation, and disposal of solid waste generated by residential premises within the unincorporated areas of the County;

(c) protecting the public health, safety, and general welfare and enhancing the quality of the water, air, and overall environment of Lowndes County by prohibiting the operation of any business, enterprise, or commercial activity engaged in the collection, transportation, or disposal of residential solid waste serving residential premises within the unincorporated areas of the County except pursuant to a franchise issued by the County and providing for the assessment of a franchise fee payable by such franchisees for the costs to the County of overseeing and regulating the activities permitted by such franchisees; and

(d) protecting the public health, safety, and general welfare and enhancing the quality of the water, air, and overall environment of Lowndes County by providing for certain additional rules and regulations applicable to the collection, transportation, and disposal of non-residential solid waste in the unincorporated areas of Lowndes County.

Section 1.2. Enactment Authority. The Board of Commissioners, under the authority of Article 9, Section 2, Paragraphs 1 and 3 of the Constitution of the State of Georgia and Title 12, Chapter 8, Article 2, Title 16, Chapter 7, and Section 36-1-20 of the Official Code of Georgia Annotated, hereby ordains and enacts into law this Ordinance.

Section 1.3. Title. This Ordinance shall be known and may be cited as the “2015 Lowndes County Solid Waste Ordinance” or the “2015 Solid Waste Ordinance of Lowndes County”.

Section 1.4. Applicability. This Ordinance shall apply to the collection, transportation, and disposal of solid waste in the unincorporated areas of Lowndes County and to the provision of residential solid waste collection services to residents of the unincorporated areas of Lowndes County as presently or hereafter established. The provisions contained herein:

(a) prescribe and provide certain uniform rules and procedures for the collection, transportation, and disposal of residential solid waste generated by residential premises within the unincorporated areas of the County and by each and every business, enterprise, or commercial activity engaged in providing such services;

(b) provide for the franchising of such businesses, enterprises, and commercial activities;

(c) prohibit businesses, enterprises, and commercial activities from engaging in such services except pursuant to and in accordance with a franchise issued by Lowndes County pursuant to this Ordinance or as otherwise permitted by this Ordinance; and

(d) prescribe and provide certain additional rules and regulations for the collection, transportation, and disposal of non-residential solid waste within the unincorporated areas of the County.

Section 1.5. Definitions. The following words, terms, and phrases, when used in this Ordinance, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning. All terms used in this Ordinance not otherwise defined below in this section shall have the definitions ascribed to them in OCGA § 12-8-22, as the same may be from time to time amended, except where the context clearly indicates a different meaning. Except as specifically defined herein or in OCGA § 12-8-22, all words used in this Ordinance shall have their ordinary everyday meaning. 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. Unless otherwise specifically indicated in this Ordinance, references in this Ordinance to articles, sections, subsections, paragraphs, and the like are in each case to those of this Ordinance.

Additional service and additional services shall mean any residential solid waste collection service or services which a franchisee provides its subscribers in addition to the basic service which it provides its subscribers. Basic service and additional service are both residential solid waste collection services.

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

Asbestos-containing 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.

Basic service and basic services shall mean the residential solid waste collection services which a franchisee provides its subscribers meeting the minimum requirements of this Ordinance and its franchise. Basic service and additional service are both residential solid waste collection services.

Bio medical waste shall mean pathological waste, biological waste cultures and stalks of infectious agents and associated biologicals, contaminated animal carcasses (body parts, their bedding, and other wastes from such animals), sharps, chemotherapy waste, discarded medical and veterinary equipment and parts, not including expendable supplies and materials which have not been contaminated, together with such further items pursuant to the rules and regulations of the Georgia Board of Natural Resources.

Board of Commissioners shall mean the Board of Commissioners of Lowndes County, Georgia.

Bulky waste and bulky items shall mean solid waste with weights or volumes which exceed the designated capacity of solid waste carts provided to subscribers. Such waste includes but is not limited to mattresses, refrigerators, freezers, stoves, ranges, heaters, air conditioners, water heaters, dishwashers, and similar large appliances, furniture, carpet, and other waste materials of a similarly large or bulky size. This term does not include construction/demolition waste.

Collection center shall mean real property owned by the County identified in a franchise which the County licenses to the franchisee thereunder to use pursuant to and in accordance with such franchise at no cost to the County for the limited purpose of such franchisee's receiving for collection at the collection center residential recycling materials, yard waste, and bulky items pursuant to and in accordance with this Ordinance and its franchise.

Commercial solid waste shall mean all types of solid waste generated by stores, offices, restaurants, warehouses, and other nonmanufacturing commercial activities. This term includes solid waste generated by residential premises having more than five (5) residential units or dwellings on a single premises such as apartment buildings, condominiums, and mobile home courts. This term does not include residential solid waste or industrial solid waste.

Commercial solid waste container shall mean any bulk solid waste storage or collection container (such as dumpsters and roll on/off containers) designed and constructed for the leakproof, spillproof, and vector-proof storage, containment, conveyance, or transportation of any commercial solid waste contained therein.

Construction/demolition waste shall mean waste building materials and rubble resulting from construction, remodeling, repair, or demolition operations on pavements, houses, buildings, infrastructures, or other similar structures or systems. 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. This term does not include waste or other material which is hazardous waste, otherwise hazardous in nature, or agricultural solid waste.

County Manager shall mean the County Manager of Lowndes County.

Curbside shall mean the location adjacent to the traveled portion of a publicly-owned or maintained roadway designated by a franchisee for the placement by a subscriber of his or her solid waste carts, recycling containers, bulky items, and yard waste. Such items shall be placed as close to the edge of the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. Curbside shall also include such designated locations adjacent to private streets and roadways that are customarily and generally utilized by the traveling public in private developments and subdivisions.

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

Disposal facility shall mean any facility or location where the final disposition of solid waste is allowed, whether or not mixed with or including commercial or industrial solid waste, and includes, but is not limited to, landfills, recycling centers, and solid waste thermal treatment technology facilities, and which facility or location is properly permitted or licensed pursuant to applicable laws, rules, and regulations for such disposal of solid waste.

Existing franchisee shall mean a person to whom the County has granted and issued a residential solid waste collection franchise prior to the date of the adoption of this Ordinance the term of which franchise has not expired as of the date of the adoption of this Ordinance.

Franchise and residential solid waste collection franchise, or substantially similar terms, shall mean the franchise privilege granted and issued by the County pursuant to this Ordinance to a franchisee to engage in the business, enterprise, and commercial activity by such franchisee of offering and providing residential solid waste collection services to residents of residential premises.

Franchisee and residential solid waste collection franchisee shall mean a person to whom the County has granted and issued a franchise pursuant to this Ordinance to engage in the business and operation of providing residential solid waste collection services to residents of residential premises.

Franchise fee shall mean a fee to be paid by a franchisee to the County for the regulation in Lowndes County of residential solid waste and the administration and enforcement of this Solid Waste Ordinance and the franchise issued to such franchisee and the rights, terms, and conditions granted thereunder.

Hazardous waste shall mean any solid waste identified or listed as a hazardous waste by the State of Georgia (including without limitation by the Georgia Hazardous Waste Management Act, OCGA § 12-8-60 et seq., or in regulations promulgated by the Georgia Board of Natural Resources, chapter 391-3-11) or the U.S. Environmental Protection Agency pursuant to the Federal Resource Conservation and Recovery Act, 72 U.S.C. 6901 et seq., in each case as amended including future amendments thereto.

Industrial solid waste shall mean solid waste generated by manufacturing or industrial processes that is not a hazardous waste.

Institutional solid waste shall mean solid waste generated by educational, health care, or research facilities, including but not limited to schools, hospitals, nursing homes, laboratories, and similar establishments. Such term shall not include hazardous waste, bio medical waste, industrial waste, or agricultural waste.

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, and which is properly permitted or licensed pursuant to applicable laws, rules, and regulations for such disposal of solid waste.

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

Offal waste shall mean waste animal matter (whether of land or marine animal 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.

Person shall mean an individual, corporation, limited liability company, partnership, association, trust, unincorporated organization, or other entity, or federal, state, or local governmental body, unit, authority, or agency.

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, kitchen waste, animal manure, offal waste, hatchery and poultry processing plant wastes, dead animals, together with garbage and solid waste contaminated by any such waste.

Recyclable materials and recyclables shall mean any material which is capable of being reused or returned to use in the form of a raw material or product including but not limited to cardboard, newsprint, paper, magazines, aluminum and bi-metal cans, glass containers, HDPE & PET plastic jugs and drink containers.

Recycling shall mean any process by which recyclable materials are collected, separated, processed, and reused or returned to use in the form of raw materials or products.

Recycling bin shall mean a bin of adequate strength for the purposes intended with a capacity of approximately eighteen (18) gallons constructed of plastic and having handles of adequate strength for lifting to be used by subscribers for the storage of residential recycling materials.

Recycling cart shall mean a roll-out container of adequate strength for the purposes intended with a capacity of approximately sixty-five (65) gallons constructed of plastic, having handles of adequate strength for lifting, sturdy wheels for easy movement, and having a tight-fitting lid capable of preventing entrance into the container by vectors, to be used by subscribers for the storage of residential recycling materials.

Recycling container shall mean and includes a recycling bin or a recycling cart.

Resident shall mean a person who owns or occupies a residential premise, including a person who occupies a residential premise on an irregular basis.

Residential garbage shall mean solid waste originating or derived from usual and customary activities at residential premises, including without limitation putrescible animal and vegetable waste materials resulting from the handling, packaging, preparation, use, cooking,

dealing, storage, distribution, or consumption of food and beverages intended for human consumption, but excluding agricultural solid waste and also excluding bulky items, yard waste, and residential recycling materials.

Residential premise shall mean any dwelling, house, residence, building, or other structure, including single family homes, duplexes, triplexes, quadraplexes, mobile homes located in the unincorporated area, but excluding multi-family housing such as condominiums, mobile home parks, and apartments having more than five (5) units, mobile homes, or dwellings, designed or used either wholly or in part for private residential purposes, whether permanently or irregularly inhabited, temporarily or continuously uninhabited, or vacant.

Residential recycling materials shall mean recyclable materials generated by a residential premise which a subscriber places in a recycling container for collection by a franchisee at curbside or delivers to a franchisee at a collection center for purposes of recycling.

Residential solid waste shall mean all solid waste originating or derived from usual and customary activities at residential premises. The term includes residential garbage, bulky items, residential recycling materials, and yard waste, but does not include, without limitation, commercial, industrial, institutional, or any hazardous waste.

Residential solid waste collection service shall mean the collection, transportation, and/or disposal of residential solid waste. Residential solid waste collection service includes basic service and additional service.

Solid waste shall mean putrescible and nonputrescible wastes, except water-carried body waste, and shall include without limitation the following: agricultural solid waste, bulky waste, tires, commercial solid waste, construction/demolition waste, dead animals, industrial solid waste, institutional solid waste, recyclable materials, residential solid waste, yard trash, residential garbage, other garbage, rubbish such as paper, cartons, boxes, wood, tree branches, yard trimmings, metal, tin cans, glass, crockery or dunnage, ashes, street refuse, sewage sludge, animal manures, industrial waste such as waste material generated by industrial operations, residue from solid waste thermal treatment technology, food processing waste, abandoned vehicles and trailers, dredging waste, and other waste material in a solid or semisolid or liquid state not otherwise defined herein or by OCGA § 12-8-20 et seq. Such term shall not include any material which is regulated pursuant to the Georgia Water Quality Control Act, Article 2 of Chapter 5 of Title 12 of the Official Code of Georgia Annotated, or the Georgia Air Quality Control Act of 1978, Chapter 9 of Title 12 of the Official Code of Georgia Annotated.

Solid waste cart shall mean a roll-out container of adequate strength for the purposes intended with an approximate capacity of not less than ninety (90) gallons nor more than one-hundred (100) gallons constructed of plastic, having handles of adequate strength for lifting, sturdy wheels for easy movement, and having a tight-fitting lid capable of preventing entrance into the container by vectors, to be used by subscribers for the storage of residential garbage.

Solid Waste Ordinance or Ordinance shall mean this Ordinance.

Subscriber shall mean a resident who is subscribing to and receiving residential solid waste collection services from a franchisee.

Unincorporated area shall mean the unincorporated areas of Lowndes County as presently or hereafter established.

Vehicle shall mean any mobile device (whether or not motorized) in, upon, or by which any person or property is or may be transported or drawn upon a highway, road, rail, or track.

Yard waste, yard trimmings, and yard trash shall mean leaves, pine straw, grass clippings, brush, shrub and tree prunings, tree limbs and stumps, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from usual and customary landscaping development and maintenance at residential premises.

Section 1.6. Individual Placement and Disposal of Yard Trimmings.

(a) It shall be unlawful to mix yard trimmings with any other solid waste collected from within the unincorporated area or from any resident except as permitted by OCGA § 12-8-40.2.

(b) Yard trimmings shall not be disposed at any solid waste disposal facility not lawfully permitted for the disposal of yard trimmings.

(c) Yard trimmings, if not collected by a franchisee hereunder, shall be disposed of in a lawful matter as follows:

- (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,
- (6) at landfills permitted to accept yard trimmings under OCGA § 12-8-40.2, or
- (7) as otherwise permitted by any ordinance of Lowndes County.

Section 1.7. Permitted Disposal. No person shall dispose of any solid waste within the unincorporated area other than:

(a) through contract with a third party authorized by law to collect and dispose of the solid waste,

(b) in the case of residential solid waste, through the collection of such residential solid waste by a franchisee, or

(c) as otherwise specifically authorized and permitted by this Ordinance.

Such disposal shall in each case be performed in accordance with all applicable federal, state, and local laws, statutes, rules, and regulations.

Section 1.8. Hours of Collection – Commercial Solid Waste. A solid waste collector shall not engage in the collection of commercial solid waste from commercial solid waste containers, 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 or service required to safeguard the immediate health, safety, and general welfare of the public.

ARTICLE II – RESIDENTIAL SOLID WASTE COLLECTION SERVICES

Section 2.1. Compliance With This Article Required. No person shall engage in any residential solid waste collection services in the unincorporated area or otherwise provide such services to residents except in compliance with the provisions of this Ordinance and with all other applicable federal, state, and local laws, statutes, rules, and regulations.

Section 2.2. Residential Solid Waste Collection - Generally. No person shall engage in the business, enterprise, or commercial activity of providing all or any part of residential solid waste collection services within the unincorporated area or otherwise provide such services to residents except pursuant to a residential solid waste collection franchise issued under Section 2.3 or a temporary permit issued under Section 2.5. Any person who so engages in the business, enterprise, or commercial activity of providing any such residential solid waste collection services within the unincorporated area or otherwise to residents except pursuant to a residential solid waste collection franchise or temporary permit shall be in direct violation of this Ordinance and subject to penalties as specified in Section 4.1. This Section 2.2 shall not apply to the collection, transportation, or disposal of non-residential solid waste in the unincorporated area.

Section 2.3. Residential Solid Waste Collection Franchise.

(a) In order to protect the health, safety, and general welfare of persons, property, and the environment in the unincorporated area, and to provide for and regulate uniform collection, transportation, and disposal of residential solid waste in the unincorporated area and from residents, the County may from time to time issue either an exclusive franchise to a single person or a nonexclusive franchise to multiple persons to conduct a business, enterprise, or commercial activity of residential solid waste collection services in the unincorporated area and to residents. Each such franchise shall contain such terms and conditions, not inconsistent with this Ordinance, as the County may deem appropriate.

(b) With exception of a franchise issued pursuant to this Ordinance contemporaneously with the adoption of this Ordinance to an existing franchisee, the County shall consider and grant or deny an application for a franchise or for the renewal of a franchise based on the following criteria:

1. the applicant's experience providing residential solid waste collection services
2. the experience of the applicant's principal owners providing residential solid waste collection services
3. the experience of the key personnel the applicant intends to dedicate to providing residential solid waste collection services in Lowndes County
4. the applicant's experience invoicing customers for and processing payments from customers of residential solid waste collection services
5. the applicant's capacity to provide curbside residential solid waste collection services to residents
6. the number of residences to which the applicant presently has the capability to provide curbside residential solid waste collection services
7. whether the applicant is currently providing residential solid waste collection services
8. where the applicant has previously provided residential solid waste collection services in the preceding five (5) years

9. where the applicant is currently providing residential solid waste collection services
10. the number of customers to which the applicant is currently providing residential solid waste collection services
11. the types of residential solid waste collection services the applicant has experience providing in the preceding five (5) years
12. the types of residential solid waste the applicant has experience collecting and disposing in the preceding five (5) years
13. the applicant's experience collecting each of residential garbage, bulky items, yard waste, and residential recycling materials in the preceding five (5) years
14. the number of persons the applicant currently employs
15. the number of employees the applicant intends to dedicate to the provision of residential solid waste collection services in Lowndes County
16. the number, age of, and types of residential solid waste collection vehicles the applicant owns
17. the number, age of, and types of residential solid waste collection vehicles the applicant intends to dedicate to the provision of residential solid waste collection services in Lowndes County
18. the number, age, and types of solid waste carts and recycling containers the applicant owns
19. the number, age of, and types of solid waste carts and recycling containers the applicant intends to dedicate to the provision of residential solid waste collection services in Lowndes County
20. whether the applicant has defaulted on, breached, or violated any contract, license, or franchise pursuant to which the applicant provided residential solid waste collection services within any other county, city, or other political jurisdiction
21. whether the applicant or any of its principal owners has been convicted of a crime in the preceding five (5) years
22. whether the applicant or any of its principal owners has been determined by any adjudicative body to have violated any ordinance, statute, rule, or regulation related to the collection or disposal of solid waste in the preceding five (5) years
23. the applicant's financial ability to satisfy the requirements of this Ordinance and to provide residential solid waste collection services pursuant to this Ordinance
24. the applicant's compliance with the conditions for the issuance of a franchise set forth in this Ordinance.

(c) Prior to issuing franchises pursuant to this Ordinance (other than a franchise issued pursuant to this Ordinance contemporaneously with the adoption of this Ordinance to an existing franchisee), the County will provide adequate notice and opportunity for potential applicants to make application for such a franchise.

(d) All applications for a franchise (other than a franchise issued pursuant to this Ordinance contemporaneously with the adoption of this Ordinance to an existing franchisee) shall be made by completing and returning a form of application prepared by the County Manager which shall seek from and provide space for the applicant to provide information responsive to the criteria in this Ordinance for issuance or denial of such a franchise.

(e) The County may issue such number of nonexclusive franchises pursuant to this Ordinance, and may limit such number of nonexclusive franchises it issues pursuant to this Ordinance, as it determines from time to time for reasons and purposes reasonably related to the public health, safety, and general welfare, including but not limited to the availability of residential solid waste collection service to residents, the adequate provision of such service, the quality of customer service provided, the reasonableness of price therefor, and the effect of residential solid waste service vehicles on county roads and the public.

(f) The County may deny future applications for or renewals of a franchise based on the number of franchises already then issued and existing considering the availability of residential solid waste collection service to residents, the adequate provision of such service, the quality of customer service provided, the reasonableness of price therefor, and the effect of residential solid waste service vehicles on county roads and the public.

(g) Any franchise issued pursuant to this Ordinance shall be subject to all terms and conditions imposed by this Ordinance, other applicable ordinances and resolutions of the County and all other applicable federal, state, or local laws, statutes, rules, and regulations. In case of conflict between the terms of a franchise and any of the following, the order of precedence shall be (a) applicable federal statutes, rules, and regulations, (b) applicable state statutes, rules and regulations, (c) this Ordinance, (d) other ordinances of Lowndes County, (e) the franchise.

(h) Prior to issuance of a franchise, the applicant for a franchise shall provide to the County (i) evidence required by OCGA § 36-60-6 that the applicant is authorized to use the Federal Work Authorization Program (or evidence that it is not required by OCGA § 36-60-6 to provide such evidence) and (ii) evidence pursuant to OCGA § 50-36-1 that the applicant is lawfully present in the United States. The franchisee shall utilize the Federal Work Authorization Program required by OCGA § 36-60-6.

(i) The term of each franchise issued pursuant to this Ordinance shall be determined by the County and set forth in such franchise.

Section 2.4. Franchise Fee. During the term of a franchise, a franchisee shall pay a franchise fee to the County for the regulation in Lowndes County of residential solid waste, residential solid waste collection services, the administration and enforcement of this Ordinance, and the administration and enforcement of the franchise. Such franchise fee shall be paid at the rate of \$3.00 per ton of residential garbage collected by the franchisee in the unincorporated area pursuant to its franchise. Such franchise fee shall be paid on a monthly basis, with the franchisee paying to the County by the last day of each calendar month the franchise fee due for residential garbage collected by the franchisee in the unincorporated area during the immediately preceding calendar month. Each payment by the franchisee of the franchise fee shall be accompanied by a written statement, certified by an officer of the franchisee or executive level manager responsible for the area or region of the franchisee's operations that includes Lowndes County, showing in such form and detail as the County Manager of Lowndes County may prescribe, the total tonnage of residential garbage collected by the franchisee in the unincorporated area or otherwise from residents during the calendar month for which such franchise fee is being paid, the calculation of such franchise fee then being paid by the franchisee, and also accompanied by copies of landfill weight tickets evidencing such total tonnage and such other information as the County Manager may from time to time require.

Section 2.5. Temporary Permit. For good cause shown and upon such terms and conditions as the County may reasonably require, a temporary permit for engaging in the business, enterprise, or commercial activity of residential solid waste collection services in all or part of the unincorporated area may be issued by the County Manager or his or her designee for a period not to exceed thirty (30) calendar days from the issuance date thereof. At the conclusion of such initial thirty (30) days term of a temporary permit, up to two (2) additional 15-day extensions may be granted if justification for such extension is presented to and accepted by the County Manager or his or her designee. The temporary permit issued pursuant to this section (or a legible copy) must be posted and visible at all times on any vehicle used by the temporary permit holder in its residential solid waste collection activities. As a condition to the issuance of a temporary permit pursuant to this section, the permit holder shall maintain such insurance, agree to indemnification of the County, and post a performance bond in favor of the County, in each case on such terms and conditions as the County Manager may require. Prior to issuance of a temporary permit, the applicant shall provide to the County (a) evidence as required by OCGA § 36-60-6 that the applicant is authorized to use the Federal Work Authorization Program (or evidence that it is not required by OCGA § 36-60-6 to provide such evidence) and (b) evidence pursuant to OCGA § 50-36-1 that the applicant is lawfully present in the United States. The temporary permit holder shall utilize the Federal Work Authorization Program as required by OCGA § 36-60-6.

Section 2.6. Use of County Roads. In furtherance of the County's protection of the health, safety, and general welfare of persons, property, and the environment in the unincorporated area by providing for uniform collection, transportation, and disposal of residential solid waste, and as an exercise of the County's police powers, a franchisee or holder of a temporary permit issued pursuant to Section 2.5 in providing and carrying out residential solid waste collection services in the unincorporated area or otherwise to residents shall be permitted and authorized to use and travel upon county roads and rights-of-way and private streets and roadways in private developments and subdivisions within the unincorporated area customarily and generally utilized by the traveling public.

ARTICLE III – RESIDENTIAL COLLECTION

Section 3.1. Service by Franchisees; Fees.

(a) Each franchisee shall offer residential solid waste collection services to the residents of each and every residential premise who requests, subscribes to, and pays for such residential solid waste collection services.

(b) A franchisee shall charge its subscribers the same uniform fee for basic service and the same uniform fee or fees for additional services the franchisee provides.

(c) A franchisee shall not charge its subscribers a fee for its basic service in excess of \$20.00 per month.

(d) In addition to the basic service it provides its subscribers pursuant to its franchise, a franchisee may offer and provide its subscribers additional services and charge uniform fees determined by the franchisee therefor; provided, however, if a franchisee's basic service includes a collection center or centers for the collection of bulky items, yard waste, or residential recycling materials, the franchisee may provide its subscribers who are because of injury or

infirmity unable to use the franchisee's collection center or centers a discounted fee in such amount as the franchisee may determine for the additional service or services of curbside collection of bulky items, yard waste, or residential recycling materials provided such discounted fee is uniform for all such subscribers who are because of injury or infirmity unable to use the franchisee's collection center or centers.

(e) A franchisee may collect bulky items, yard waste, and/or residential recycling materials, whether at curbside or at a collection center or centers, from persons other than its subscribers for such fee or fees to which the franchisee and such other persons agree.

(f) A franchisee shall not charge its subscribers a subscription fee or any other fee upon subscription.

(g) A franchisee may charge a subscriber a termination fee or such other fee upon termination of the subscriber's subscription in any amount to which the franchisee and its subscriber agree.

Section 3.2 Residential Solid Waste Collection Service Rules.

(a) A franchisee's basic service shall include the collection of a subscriber's residential garbage at curbside on a collection day designated by the franchisee at least one (1) time per week.

Each subscriber shall place his or her residential garbage in a solid waste cart and shall place the solid waste cart at the curbside by 6:00 a.m. on a collection day designated by his or her franchisee. A franchisee shall not be responsible for the collection of residential garbage not placed in a solid waste cart or from any solid waste cart not in the proper location at the curbside.

(b) A franchisee's basic service shall include the collection of a subscriber's residential recycling materials either (a) at a collection center or centers or (b) at curbside. If a franchisee's basic service includes the collection of a subscriber's residential recycling materials at curbside, the franchisee shall collect such residential recycling materials at curbside on a collection day designated by the franchisee at least one (1) time every other week. If the franchisee's basic service includes the collection of a subscriber's residential recycling materials at a collection center or centers, the franchisee may upon request of a subscriber collect the subscriber's residential recycling materials at curbside as an additional service. A franchisee shall ensure all residential recycling materials its collects from its subscribers are processed for recycling and are not disposed in a landfill. In the event a franchisee is unable to dispose of a certain type or types of recyclable materials for recycling, and with prior written approval of the County Manager, the franchisee may notify its subscribers that they shall not include such certain type or types of recyclable materials in the residential recycling materials they deliver to the franchisee for collection either at a collection center or at curbside.

Each subscriber from whom a franchisee collects residential recycling material at curbside shall place only the subscriber's recyclable materials in a recycling container and shall place the recycling container at the curbside by 6:00 a.m. on the collection day designated by his or her franchisee. A franchisee shall not be responsible for the collection of residential recycling materials at curbside not placed in a recycling container or from any recycling container not in the proper location at the curbside. A franchisee shall not be responsible for the collection of any residential recycling materials at curbside or at a collection center if residential garbage is mixed with such residential recycling materials.

(c) A franchisee's basic service shall include the collection of a subscriber's bulky items either (a) at a collection center or centers or (b) at curbside. If a franchisee's basic service

includes the collection of a subscriber's bulky items at curbside, the franchisee shall collect such bulky items at curbside on a collection day designated by the franchisee at least one (1) time every other week based upon the subscriber's requesting the franchisee by telephone to collect such bulky items at least two (2) business days prior to the designated collection day, provided however, the franchisee shall not be obligated to collect more than five (5) cubic yards of bulky items from the subscriber's premises at a single collection day. If a franchisee's basic service includes the collection of a subscriber's bulky items at a collection center or centers, the franchisee may upon request of a subscriber collect the subscriber's bulky items at curbside as an additional service.

Each subscriber from whom a franchisee collects bulky items at curbside shall place only such subscriber's bulky items at curbside by 6:00 a.m. on the collection day designated by his or her franchisee. A franchisee which collects bulky items at curbside shall not be obligated to collect more than five (5) cubic yards of bulky items at curbside from a subscriber's premises at a single collection day. A franchisee shall not be required to collect motor vehicles or trailers as part of its residential solid waste collection services either at a collection center or centers or at curbside.

(d) A franchisee's basic service shall include the collection of a subscriber's yard waste either (a) at a collection center or centers or (b) at curbside. If a franchisee's basic service includes the collection of a subscriber's yard waste at curbside, the franchisee shall collect such yard waste at curbside on a collection day designated by the franchisee at least one (1) time every other week. If a franchisee's basic service includes the collection of a subscriber's yard waste at a collection center or centers, the franchisee may upon request of a subscriber collect the subscriber's yard waste at curbside as an additional service.

Each subscriber shall ensure that his or her yard trash is free of non-inert material such as paper, metal, plastics, and glass. Trees, limbs, and stumps included in the yard trash shall not exceed six (6) inches in diameter or four (4) feet in length. Grass clippings, leaves, pine straw, and small shrubbery trimmings to be collected at curbside or at a collection center which may reasonably be placed in bags designed and intended for yard waste or in such other containers acceptable to a franchisee shall be placed in such bags or other containers. Other yard trash to be collected at curbside which cannot reasonably be placed in such bags or other containers shall be neatly piled at curbside. Other yard trash delivered at a collection center which cannot reasonably be placed in such bags or other containers shall be delivered at the collection center in a manner reasonably requested by the franchisee. All yard trash to be collected at curbside shall be placed at curbside by 6:00 a.m. on the collection day designated by the franchisee.

(e) Each subscriber shall remove his or her solid waste cart and any recycling container from the curbside by 11:00 p.m. on the subscriber's collection day; provided however, if a franchisee fails to collect the items from a subscriber's solid waste cart and/or recycling container, as the case may be, on the regularly scheduled day of collection, said time limits shall not apply for that regularly scheduled day of collection. However, in no event shall a solid waste cart or recycling container be left at curbside later than 11:00 p.m. on the third day after the regularly scheduled day of collection which was missed.

(f) A franchisee shall provide back-door pick-up of residential garbage from each of its subscribers who is because of injury or infirmity unable to place his or her solid waste cart at curbside provided no other resident of the subscriber's residential premise is able to place the subscriber's solid waste cart at curbside. If a franchisee collects residential recycling materials at curbside, the franchisee shall provide back-door pick-up of a subscriber's residential recycling

materials from each of its subscribers who is because of injury or infirmity unable to place his or her recycling container at curbside provided no other resident of the subscriber's residential premise is able to place the subscriber's recycling container at curbside. The franchisee shall accept the written statement of a physician of the subscriber's lack of ability to place the subscriber's solid waste collection cart and/or recycling container at curbside as sufficient evidence and proof of the subscriber's lack of such ability.

Section 3.3. Franchisee's Vehicles.

(a) A franchisee shall collect residential garbage from its subscribers in vehicles specifically designed for the collection of residential garbage. Such vehicles shall have fully enclosed leak resistant compaction bodies. A franchisee shall provide a sufficient number of such vehicles for the curbside collection of residential garbage from the franchisee's subscribers.

(b) If a franchisee collects any of bulky items, yard waste, or residential recycling materials at curbside, whether as a basic service or as an additional service, the franchisee shall provide a sufficient number of vehicles for the curbside collection thereof from the franchisee's subscribers.

(c) A franchisee shall ensure that solid waste it transports by its vehicles does not spill, leak, or blow from such vehicles.

(d) Each vehicle a franchisee uses to provide residential solid waste collection services shall be kept in good repair, appearance, and a sanitary condition at all times.

(e) Each vehicle a franchisee uses to provide residential solid waste collection services shall be clearly and prominently marked on both its left and right sides with the franchisee's name and telephone number.

Section 3.4. Solid Waste Carts; Recycling Containers.

(a) A franchisee shall furnish one (1) solid waste cart to each of its subscribers at no charge. Solid waste carts shall remain the property of the franchisee. Each subscriber shall be responsible to properly use and safeguard the solid waste cart or carts provided to him or her. A franchisee shall maintain its solid waste carts in a reasonably good condition. A franchisee shall supply one or more additional solid waste carts to any of its subscribers upon request and may charge such subscribers an additional monthly fee of up to \$5.00 for each additional solid waste cart supplied and the curbside collection of residential garbage associated with each additional cart supplied. A franchisee shall repair or replace its solid waste carts at no charge to its subscriber if such repair or replacement is due to reasonable wear and tear. A franchisee may charge a subscriber for the cost of repair or replacement of solid waste carts if such repair or replacement is required as a result of a subscriber's excessive abuse, neglect, or damage, or due to fire or theft.

(b) A franchisee which collects residential recycling materials at curbside shall furnish one (1) recycling container to each of its subscribers at no charge. Recycling containers shall remain the property of the franchisee. Each subscriber shall be responsible to properly use and safeguard the recycling container or containers provided to him. A franchisee shall maintain its recycling containers in a reasonably good condition. If a franchisee collects residential recycling materials at curbside, the franchisee shall supply one or more additional recycling containers to any of its subscribers from whom it collects residential recycling materials at curbside upon request and may charge such subscribers an additional monthly fee of up to \$5.00 for each additional recycling container supplied and the curbside collection of residential recycling

materials associated with each additional cart supplied. A franchisee shall repair or replace its recycling containers at no charge to the subscriber if such repair or replacement is due to reasonable wear and tear. A franchisee may charge subscribers for the cost of repair or replacement of recycling containers if such repair or replacement is required as a result of a subscriber's excessive abuse, neglect or damage, or due to fire or theft.

Section 3.5. Days and Hours of Curbside Collection. A franchisee shall collect residential solid waste at curbside, whether as a basic service or as an additional service, only on weekdays between the hours of 7:00 a.m. and 7:00 p.m. except to perform emergency work or service required to safeguard the immediate health, safety, and general welfare of the public.

Section 3.6. Hours of Operation of Collection Centers. If a franchisee operates a collection center or centers, it shall operate such center or centers at least during the following hours: 7:00 a.m. to 7:00 p.m. each Friday, Saturday, and Monday, and 1:00 p.m. to 7:00 p.m. each Sunday, excepting holidays observed by the County.

Section 3.7. Suspension of Curbside Collection on Holidays. A franchisee may suspend the collection of residential solid waste which the franchisee collects at curbside, either as a basic service or as an additional service, on holidays observed by the County provided the franchisee collects such residential solid waste within the two (2) business days before or after such holiday and provides at least seven (7) days' advance notice to affected subscribers of the suspension of such service and the day on which such service will be provided.

Section 3.8. Staffing and Operation of Collection Centers . A franchisee operating a collection center or centers shall staff such collection center or centers with a sufficient number of trained employees of the franchisee to handle efficiently, adequately, and timely the vehicular traffic through the collection center or centers and the volume of residential solid waste delivered to such collection center or centers and to assist subscribers delivering solid waste to the collection center or centers. A franchisee may adopt and enforce reasonable rules consistent with industry practice for the efficient operation of the collection center or centers provided such rules are not inconsistent with the Ordinance or this Franchise and are approved in advance in writing by the County Manager.

Section 3.9. Equipment and Containers. A franchisee operating a collection center or centers shall equip such collection center or centers with sufficient equipment and containers to handle efficiently, adequately, and timely the volume of residential solid waste delivered to such collection center or centers. A franchisee shall keep such equipment and containers in good repair, appearance, and sanitary condition at all times.

Section 3.10. Cost of Operation of Collection Centers. A franchisee operating a collection center or centers shall be responsible for all costs, expense, and risk of and associated with operating the collection center or centers.

Section 3.11. Maintenance and Appearance of Collection Centers. A franchisee operating a collection center or centers shall be responsible for the maintenance and neat appearance of the

collection center or centers, including without limitation keeping the premises free of litter, mowing any grass on the premises, and trimming any shrubbery on the premises.

Section 3.12. Information and Educational Materials. A franchisee shall provide information and educational materials to the public and specifically its subscribers regarding the residential solid waste collection services the franchisee provides pursuant its franchise. The information and materials which the franchisee provides it subscribers shall include (a) the franchisee's curbside collection schedules, (b) at least seven (7) days' advance notice to subscribers of holidays on which the franchisee will suspend the collection of solid waste at curbside and the alternative day on which such service will be provided, (c) at least fourteen (14) days' advance notice of any other change in a subscriber's designated collection day, (d) the hours of operation of any collection center or centers the franchisee operates, (e) information regarding the obligations and responsibilities of subscribers under this Ordinance, including the obligations of subscribers regarding the placement of residential solid waste at curbside and the removal of solid waste carts and recycling containers from curbside, and (f) at least sixty (60) days' advance notice of any change in the franchisee's fees to its subscribers, including any change in the franchisee's fee for basic service, fees for additional solid waste carts and recycling containers, and fees for additional services.

Section 3.13. Billing and Collection. A franchisee shall be solely responsible for the billing and collection of its charges to its subscribers and shall bear all cost, expense, and risk in connection therewith, including nonpayment by any subscriber.

Section 3.14. Disposal of Solid Waste. A franchisee shall dispose all residential solid waste collected by it from its subscribers at curbside and at a collection center or centers only at the Evergreen Landfill on Wetherington Lane, Valdosta, Georgia or such other lawfully permitted or licensed disposal facility approved in advance in writing by the County Manager and shall be responsible for all risk and the payment of all costs and fees associated with such disposal.

Section 3.15. Prohibition Against Commingling. A franchisee shall not commingle residential solid waste from residents with any other residential solid waste, commercial solid waste, or any other solid waste.

Section 3.16. Title and Ownership of Waste. Title to and ownership of residential solid waste collected by a franchisee from residents pursuant to its franchise shall pass to the franchisee once it is placed in a vehicle or other equipment under control of the franchisee or received by the franchisee at a collection center.

Section 3.17. Excluded Services. In providing residential solid waste collection services hereunder, a franchisee shall not be required to collect, handle, remove, or transport (a) toxic, ignitable, reactive, and/or corrosive materials, or any other item or material of a clearly hazardous or dangerous nature inconsistent with usual and customary residential solid waste collection services, or (b) residential solid waste not generated from the reasonable, usual, and customary residential activities at the residence for which a subscriber has subscribed for residential solid waste collection services from the franchisee.

Section 3.18. Indemnity. A franchisee shall, at its sole cost and expense, fully indemnify, defend, and hold harmless the County, its officers, boards, commissioners, employees, representatives, and agents from and against any and all claims, suits, actions, fines, penalties, liability, costs, loss, damage, and judgments of any kind, including personal injury and/or death, and including reasonable attorneys' fees, expenses, and costs of settlement, arising from or relating to the franchisee's negligence or willful misconduct during the collection, transportation, or disposal of solid waste, whether or not the act or omission complained of is authorized, allowed, or prohibited by its franchise and this Ordinance, and from any breach or violation by the franchisee of its franchise or this Ordinance.

Section 3.19. Performance Bond. Before providing residential solid waste collection services pursuant to a franchise granted pursuant to this Ordinance and at all times during the term of its franchise, a franchisee shall furnish to the County and maintain in effect a surety bond in the amount of \$250,000 issued by a financially sound and reputable corporate surety authorized to do business in the State of Georgia reasonably acceptable to the County as security for the franchisee's performance of each and every of its obligations under its franchise and this Ordinance.

Section 3.20. Insurance.

(a) A franchisee shall maintain in full force and effect insurance of the types and in the amounts set forth below. A franchisee shall furnish to the County with its execution and delivery of its franchise and annually thereafter if its franchise is renewed or at any time upon the County's request, certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force and certifying that the County shall receive at least thirty (30) days' notice prior to any modification, revocation, cancellation, or non-renewal of said insurance. No such insurance shall have a self-insured retention amount in excess of \$10,000.

<u>Coverages</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
General Liability and Property Damage (except automobile)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Bodily Injury and Property Damage Liability	Statutory \$500,000
Excess Liability Umbrella	\$2,000,000 aggregate
Pollution and Environmental Liability and Remediation Coverage	\$5,000,000 per occurrence

A franchisee shall ensure the County is named as an "Additional Insured" on each such policy.

(b) All insurance contracts or policies procured by a franchisee pursuant to the above insurance schedule shall be in a form reasonably satisfactory to the County and shall be issued and maintained by companies authorized to do business in the State of Georgia and reasonably acceptable to the County.

(c) Any failure to provide such evidence of, or to maintain, insurance as required by this section shall be grounds for termination of the franchisee's franchise.

Section 3.21. Reporting. A franchisee shall submit to the County Manager a written report no later than forty-five (45) days prior to the termination of its franchise, whether or not the

franchisee has sought or intends to seek renewal of its franchise, providing the following information regarding the franchisee's provision of residential solid waste collection services pursuant to its franchise as of the date which is two (2) months prior to the expiration of its franchise (the "date of report") or covering the period up to ten (10) months immediately preceding such date of report (the "period of report"), as applicable, in such format as may be requested by the County Manager:

- a) the name and address of each of the franchisee's subscribers as of such date of report,
- b) the name and address of each subscriber to whom the franchisee has provided a recycling container as of such date of report,
- c) the quantities by tonnage of residential garbage collected by the franchisee pursuant to its franchise each month during such period of report
- d) the quantities by tonnage of bulky items collected by the franchisee pursuant to its franchise each month during such period of report (a) at a collection center or centers and (b) at curbside
- e) the quantities by tonnage of yard waste collected by the franchisee pursuant to its franchise each month during such period of report (a) at a collection center or centers and (b) at curbside
- f) the quantities by tonnage of residential recycling materials collected by the franchisee pursuant to its franchise each month during such period of report (a) at a collection center or centers and (b) at curbside
- g) a log of missed collections occurring during such period of report, including for each missed collection the subscriber's name and address and the date of the missed collection
- h) a log of accidents involving personal injuries or property damage arising out of the franchisee's provision of residential solid waste collection service pursuant to its franchise occurring during such period of report, including for each accident the date and location and a summary of the accident
- i) a log of complaints made by the franchisee's subscribers to the franchisee during such period of report, including for each complaint the name and address of the complaining subscriber and the date and a summary the complaint including its resolution,

and any other information maintained by the franchisee requested by the County Manager.

Section 3.22. Franchisee's Records. A franchisee shall maintain accurate and complete books, accounts, and records arising out of or related to its operations under its franchise, including without limitation, the subscribers it from time to time serves, each specific service the franchisee offers as a part of its residential solid waste collection services provided hereunder, complaints it may receive and their resolution, the quantities by calendar month of residential solid waste collected from residents of the unincorporated area, and the quantities of such residential solid waste disposed of by date and location at each disposal facility or location. The franchisee's books, accounts, and records arising out of or related to its operations under its franchise shall at all times be open to inspection, examination, audit, and copying by authorized employees, representatives, and agents of the County. Such books, accounts, and records shall be kept at the franchisee's local office in Lowndes County.

Section 3.23. Local Office. A franchisee shall maintain a local office and a published local telephone number in Lowndes County which shall be open for business at all times between the hours of at least 8:00 a.m. and 5:00 p.m. of each business day, excepting Saturday, Sunday, and holidays observed by Lowndes County. Such local office shall be staffed by a sufficient number of trained employees to efficiently and timely handle the volume of transactions, inquiries, complaints, and other business at such local office, and who shall be available at such office and telephone number for subscribers, other County citizens, and the County's employees, representatives, and agents, to discuss or refer any complaint, inquiry, billing or payment issue, or initiation, modification, or termination of a subscriber's service, or to otherwise communicate and transact business regarding the franchisee's residential solid waste collection, transportation, and disposal services. In doing so, the franchisee shall maintain a subscriber service system reasonably equipped, staffed, and designed to promptly and courteously resolve disputes with or complaints by its subscribers. A franchisee shall provide to each of its subscribers and to the County a written policy specifying the terms, conditions, and fees for each and every service provided its subscribers. Such policies shall be subject to and not conflict with the provisions of its franchise and this Ordinance.

Section 3.24. Complaints. All subscriber complaints about residential solid waste collection services provided by a franchisee shall be made directly to the franchisee, which shall give prompt and courteous attention and follow up to each complaint. In the case of alleged missed scheduled collection, the franchisee shall investigate and, if such allegations are confirmed, shall arrange for the collection of the residential solid waste not collected within two (2) business days after the complaint is received.

Section 3.25. Independent Status; No Agency. A franchisee shall be an independent operator, and not an agent, contractor, or employee of the County and will operate its residential solid waste collection service and business in its own manner and method subject to the overall requirements of its franchise and this Ordinance and at its sole risk and expense. A franchisee and its officers, employees, agents, and representatives shall have no authority, express or implied, to act on behalf of or bind the County in any capacity whatsoever as agent or otherwise.

Section 3.26. Non-Transferability of Franchise. A franchise issued pursuant to this Ordinance shall not be transferable or assignable in whole or in part without the prior written consent of the County, which consent shall not be unreasonably withheld. Any direct or indirect change in ownership or control of a franchisee shall be considered an assignment of its. Any successor to the business or operations of a franchisee shall be required to obtain its own franchise pursuant to this Ordinance.

Section 3.27. Taxes, Fees, Assessments. In addition to franchise fees paid pursuant to a franchise, a franchisee shall pay to Lowndes County any other taxes, fees, and other assessments imposed by Lowndes County, including occupation taxes, applicable to the franchisee.

Section 3.28. Permits and Licenses. In addition to its franchise, a franchisee shall also obtain any governmental permits and licenses applicable to the franchisee's residential solid waste collection service, business and operations which are required of the franchisee by any government or agency.

Section 3.29. Notice. All notices and other communications under a franchise shall be in writing and shall be given by hand delivery, prepaid first-class mail, certified or registered with return receipt requested, confirmed facsimile or telecopier, or by prepaid commercial overnight courier maintaining written records of delivery, and shall be deemed to have been duly given, served, and received for all purposes at such time as it is delivered, with the return receipt, the delivery receipt, or the affidavit of messenger being deemed conclusive evidence of such delivery, or at such time as delivery is refused by the addressee upon presentation at the address specified for the County and the franchisee in the franchisee's franchise or to such other address as the County or the franchisee may designate for itself by like notice.

Section 3.30. Amendment. A franchise may be amended only by a writing signed by both the County and the franchisee.

Section 3.31. Waiver. Any waiver of any breach of a franchise or violation of this Ordinance shall not be considered a waiver of any other breach, nor of a subsequent breach of a franchise or violation of this Ordinance.

Section 3.32. Severability. To the extent any provision of a franchise is prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the franchise.

Section 3.33. Governing Law. A franchise issued pursuant to this Ordinance shall be construed and interpreted in accordance with the internal laws of the State of Georgia without giving effect to the conflict of laws principles thereof.

Section 3.34. Remedies for Breach or Violation. In the event of an alleged breach of any of the terms or conditions of a franchise or violation of this Ordinance by a franchisee, the County shall provide written notice of such breach or violation to the franchisee, which notice shall specify the alleged breach or violation in reasonable detail. If within twenty (20) days from the date of such notice, the franchisee has either failed to correct the breach or violation or reach an agreement with the County on a mutually satisfactory solution, then the County may, within thirty (30) days of such notice of such breach or violation, give additional notice to the franchisee requiring the franchisee to appear before the Board of Commissioners at such time specified by the Board of Commissioners, to show cause why its franchise should not be terminated. After such meeting, the Board of Commissioners may elect:

(a) to terminate the franchise effective thirty (30) days from the date of written notice of such termination,

(b) to extend the time to allow the franchisee to cure the breach or violation,

(c) to impose sanctions not in excess of \$100 per day or fraction thereof during the period each such breach or violation continues uncured for the first ten (10) days of such breach or violation; not in excess of \$250 per day or fraction thereof during the 11th through 20th day each such breach or violation continues without cure; and not in excess of \$500 per day or fraction thereof during the period each such breach or violation continues uncured after twenty (20) days,

or

(d) to impose other remedies lawfully available to the County without terminating the franchise.

Section 3.36. Attorneys' Fees. In the event of an action at law or in equity by the County to enforce any provision of a franchise or this Ordinance against a franchisee, the franchisee shall pay to the County all reasonable attorneys' fees, expenses, and costs incurred by the County in enforcing the franchise or this Ordinance against the franchisee.

Section 3.37. Jurisdiction; Venue. In the event the County or a franchisee commences a lawsuit or other proceeding relating to or arising from a franchise or this Ordinance, the state or federal courts having jurisdiction over Lowndes County, Georgia for and over any such lawsuit or other proceeding that may arise under or in connection with the franchise or this Ordinance shall have jurisdiction. The location of any of such courts shall be proper venue for any such lawsuit or judicial proceeding.

Section 3.38. Third-Party Beneficiaries. A franchise shall not benefit nor confer any rights or remedies on any person or entity other than the County and the franchisee and their respective permitted successors and assigns.

Section 3.39. Nondiscrimination. A franchisee shall not discriminate against any person because of race, sex, creed, color, religion, or national origin in the offering or performing of the franchisee's residential solid waste collection services.

Section 3.40. Request for Renewal; No Vested Right to Renewal. A franchisee may request renewal of a franchise; provided, however, and notwithstanding anything in this Ordinance or the franchise to the contrary, the franchisee shall have no vested or contract right in any such renewal.

Section 3.41. Section Headings. The section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Ordinance.

Section 3.42. Number and Gender. Where the context requires, the use of the singular form in this Ordinance and a franchise shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include any and all genders.

Section 3.43. Authority of Franchisee. By making application for and executing a franchise, a franchisee warrants that the franchisee has the full right, power, legal capacity, and authority to accept and to enter into a franchise pursuant to this Ordinance and to perform each of the conditions, terms, requirements, provisions, and obligations of such franchisee set forth herein and that the execution of the franchise by and on behalf of the franchisee has been duly authorized by the franchisee.

Section 3.44. Execution in Counterparts. A franchise may be executed in two or more counterparts which when so executed shall constitute one and the same document.

Section 3.45. Entire Agreement. A franchise issued pursuant to this Ordinance shall set forth the entire agreement of County and the franchisee and all conditions, terms, requirements, provisions, and obligations of the franchise issued and granted by the County to the franchisee for the provision of residential solid waste collection services within and serving the unincorporated area of Lowndes County and to residents.

ARTICLE IV – OTHER

Section 4.1. Violations, Enforcement 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 Ordinance. Any person who has violated or continues to violate the provisions of this Ordinance may be subject to the enforcement actions outlined in this Article, restrained by injunction, and/or otherwise sanctioned in any manner permitted by law. All violations, penalties, and/or remedies specified in this Ordinance are cumulative. Pursuance of any one penalty or remedy shall not be deemed an election of remedies and shall not prohibit the simultaneous pursuit of any other applicable penalty or remedy.

(b) Without limitation, franchisees, other solid waste collectors, contractors, their agents, servants, employees, and/or assigns, and such other parties responsible for any violation or failure to comply with this Ordinance may be cited for such violation or violations.

(c) Unless otherwise specially provided by resolution of the Board of Commissioners, the enforcement of this Ordinance shall be within the jurisdiction of the County's enforcement personnel authorized by the County Manager, and such enforcement personnel shall have such powers as are reasonably necessary to enforce and give effect to this Ordinance. In addition, any law enforcement officer authorized to enforce county ordinances within the County is hereby authorized, empowered, and directed to enforce compliance with this Ordinance.

(d) Violations of this Ordinance may be cited to the Lowndes County Magistrate Court. The maximum punishment which may be imposed by the Magistrate Court for a violation of this Ordinance is a fine of \$1,000 or imprisonment for sixty (60) days or both.

Section 4.2. Severability of Provisions. If any article, section, part, subpart, subsection, paragraph, item, sentence, clause, phrase, or word of this Ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining provisions or portion of this Ordinance, which shall remain of full force and effect as if such portions so declared or adjudged invalid or unconstitutional were not originally a part of this Ordinance. The Board of Commissioners declares that it would have enacted the remaining provisions or parts of this Ordinance had it known that such portion hereof would be declared and adjudged invalid or unconstitutional.

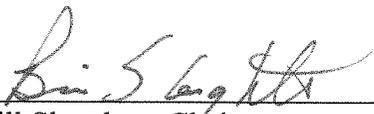
Section 4.3. Effective Date. This entire Ordinance shall be effective March 31, 2015.

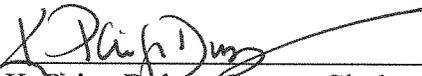
Section 4.4. Repeal of Conflicting Ordinances. All ordinances or parts of ordinances in conflict herewith are repealed.

(continued on following page)

IT IS SO ORDAINED, this 24th day of March, 2015.

Board of Commissioners of Lowndes County

By: 
Bill Slaughter, Chairman

Attest: 
K. Paige Dukes, County Clerk