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STATE OF GEORGIA  
EFFINGHAM COUNTY

AMENDMENT TO PART II, CHAPTER 66  
OF THE EFFINGHAM COUNTY CODE OF ORDINANCES

AN ORDINANCE TO AMEND PART II, CHAPTER 66 OF THE EFFINGHAM COUNTY ZONING ORDINANCE AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED by the Effingham County Board of Commissioners in regular meeting assembled and pursuant to lawful authority thereof:

**Chapter 66 SOLID WASTE**

***ARTICLE I. IN GENERAL***

**Sec. 66-1. Special district.**

- (a) There is hereby created a solid waste management special district coterminous with the unincorporated area of the county for the purpose of providing solid waste service to such area.
- (b) The revenues from the insurance premium tax may be used to pay all or part of the cost of services in the district.

**Secs. 66-2—66-30. Reserved.**

***ARTICLE II. COLLECTION AND DISPOSAL***

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**Sec. 66-31. Definitions.**

*Cart* means a plastic rollout receptacle used by the owner or occupant of a residential or commercial unit for storage of bagged solid waste, garbage and rubbish, provided by a county approved contractor, and having a capacity of not less than 90 gallons.

*Commercial unit* or '*commercial premises*' means all non-residential premises, public or private, requiring solid waste collection within the unincorporated areas of the county, including commercial, industrial, institutional and governmental premises.

*Composting* means the controlled biological decomposition of organic matter into a stable, odor-free humus.

*Contractor* means an individual or company providing waste management services under contract within the county.

*Curbside* means the location within five feet of the traveled portion of a publicly owned roadway designated by a contractor for the placement of residential or commercial solid waste for collection.

*Disposal site* means a facility for disposal of waste, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and processing facilities permitted or approved by state and federal governmental agencies having jurisdiction.

*Dump* means to throw, discard, place, deposit, discharge, bury, burn, or dispose of waste of any manner or kind.

*Illegal dump, open dump, or dumpsite* means a disposal site, location or facility at which waste of any kind from one or more sources is thrown, discarded, placed, deposited, discharged, buried, burned, or left to decompose, or disposed except in accordance with all applicable federal and state laws and regulations and the provisions of this chapter.

*Litter* shall be synonymous with the term '*waste*' for the purposes of this article. *Person* means any individual, firm, partnership, association, corporation, company, group, entity, or organization of any kind.

*Recyclable materials* means materials designated by the board of commissioners as recyclable and which, but for their use, reuse, or recycling potential, would be waste.

*Residential unit or residential premises* means a dwelling unit within the unincorporated area of the county occupied by a person or group of persons, including single family homes, each individual unit within a duplex, triplex, quadruplex, and condominium and mobile homes, whether such mobile homes are registered as vehicles or assessed as real property.

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

*Scrap tire carrier* shall mean any person engaged in picking up or transporting scrap tires not otherwise exempted under Section 391-3-4.19(5.g) for the purpose of removal to a scrap tire processor, end user or disposal facility.

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

*Tire retailer* shall mean any person engaged in the business of selling new replacement tires.

*Waste* shall mean all discarded substances and materials whatsoever. With the exception of non-hazardous, low-impact animal byproducts classified by DNR, '*waste*' includes without limitation, bottles, boxes, containers, papers, tobacco products, tires, dead animals including their bedding and other wastes from such animals, appliances, mechanical equipment or parts, building or construction materials, tools, machinery, wood products, motor vehicles and motor

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vehicle parts, vessels, aircraft equipment, waste oil, batteries, antifreeze, sludge from a wastewater treatment facility, water supply treatment plant, or air pollution control facility, air contaminants from any source or facility, and any other discarded material or substance of every kind and description resulting from domestic, industrial, commercial, mining, or governmental operations, including household, commercial, construction and demolition waste, or industrial solid waste which is non-hazardous, non-medical, and in a form classified as solid waste by the Georgia Department of Natural Resources O.C.G.A. 16-7-51. *Waste* further includes:

- (1) *Bulky waste*: Stoves, refrigerators, water tanks, washing machines, appliances, and furniture, and other large items which cannot reasonably be placed in a cart, excluding construction debris, dead animals, yard trash and hazardous waste.
  - (2) *Commercial solid waste*: All types of solid waste generated by stores, offices, restaurants, warehouses and other non-manufacturing activities, excluding bulky waste, construction and demolition debris, dead animals, hazardous waste, industrial solid waste, inert waste, scrap tires and yard trash.
  - (3) *Construction and demolition debris*: Waste materials generated by the construction, remodeling, repair or demolition of residential, commercial or other structures.
  - (4) *Dead animals*: Animals or portions thereof that have expired from any cause, except those slaughtered or killed for commercial or human use.
  - (5) *Garbage*: Putrescible waste that results from the preparation, processing, consumption or storage of food, including used tin cans and other food containers and packaging; and all putrescible or easily decomposable waste which is likely to generate odors or attract insects or rodents.
  - (6) *Hazardous waste*: Waste, in any amount, which is defined, characterized, or listed as hazardous by the United States Environmental Protection Agency or by the Georgia Department of Natural Resources Environmental Protection Division or by pursuant to federal or state law, or waste, in any amount, which is regulated under federal or state law. For purposes of this article, the term *hazardous waste* shall have the meaning assigned by O.C.G.A. § 12-8-22(12) and shall include vehicle batteries, motor oil, paint and paint cans.
  - (7) *Industrial solid waste*: Waste shall have the meaning assigned by O.C.G.A. § 12-8-22 (12.1).
  - (8) *Inert waste*: Waste that will not or is not likely to cause production of leachate of environmental concern. Such wastes are limited to earth and earth-like products, concrete, cured asphalt, rock, bricks, yard trimmings, stumps, limbs, and leaves. This definition excludes industrial and demolition waste not specifically listed herein.
  - (9) *Putrescible waste*: Materials that are primarily organic in nature and possess the attribute of rapid and foul smelling decomposition.
  - (10) *Residential solid waste*: All garbage, putrescible waste, and rubbish generated by a residential premises, excluding bulky waste, construction and demolition debris, dead animals, hazardous waste, industrial solid waste, inert waste, scrap tires, and yard trash.
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- (11) *Rubbish*: Non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans and any and all other non-putrescible solid waste excluding bulky waste, construction and demolition debris, dead animals, hazardous waste, industrial solid waste, inert waste, scrap tires, and yard trash.
  - (12) *Scrap tires*: Tires that are no longer suitable for their original intended purpose because of wear, damage, or defect.
  - (13) *Yard trash*: Leaves, brush, grass clippings, shrubs, tree trimmings, discarded Christmas trees and other vegetative materials generated from the maintenance of yards, lawns and landscaping.

**Sec. 66-32. Regulation of municipal solid waste landfills, industrial landfills, inert landfills, construction and demolition landfills, and solid waste collection and recycling centers.**

- (a) No landfills, other than inert landfills having been properly permitted by rule by the Georgia Department of Natural Resources Environmental Protection Division (hereinafter 'EPD'), shall be operated in Effingham County, Georgia without the approval of the board of commissioners and a waste handling permit issued by the EPD.
- (b) It shall be unlawful for any person to deposit waste of any kind outside the gate of a county-operated disposal site.
- (c) No scavenging operation of any kind shall be allowed at a county-operated disposal site without the express written permission from the board of commissioners.
- (d) No person shall move, remove or cross any fence, gate, barrier, or sign at a county-operated disposal site.
- (e) The board of commissioners may establish fees for the collection of waste brought to county-operated disposal sites.
- (f) The board of commissioners may establish rules and regulations for the collection of recyclable materials.

**Sec. 66-33. Waste disposal—General.**

- (a) It shall be unlawful for any person to dump waste, litter or recyclables:
    - (1) In or on any public highway, road, street, alley, or thoroughfare, including any portion of the right of way thereof, or on any other public lands except in containers or areas lawfully provided for such dumping;
    - (2) In or on any fresh water lake, river, canal, stream, or creek; or
    - (3) In or on any public or private property; provided, however, that this section shall not prohibit composting of yard trash and putrescible waste where such composting does not violate section 66-38(b) of this article.
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- (4) In a waste collection receptacle without explicit authorization from the associated property owner;
  - (5) In a waste collection receptacle present as a result of theft, misplacement, or which should not otherwise be present due to lack of payment for applicable disposal services.

**Sec. 66-34. Scrap tires.**

- (a) A tire retailer may hold up to 100 scrap tires per garage bay in storage, up to a maximum of 1000 tires; provided, however, that tire retailers must arrange for removal of scrap tires not less than once per week.
- (b) Scrap tires must be stored in covered or enclosed areas to prevent the accumulation of water.
- (c) All persons defined as scrap tire generators, scrap tire carriers/processors, or tire retailers shall be subject to rules as defined in section 391-3-4.19 and shall handle scrap tires in accordance with the provisions of O.C.G.A. § 12-8-20, et seq. and the Rules for Solid Waste Management, Chapter 391-3-4 applicable to solid waste, except where the requirements of this ordinance are more stringent.

**Sec. 66-35. Yard trash.**

Yard trash shall not be placed in carts or waste receptacles at county-operated disposal sites except at locations established by the county for the collection of yard trash. Yard trash shall be considered inert waste. Yard trash shall be sorted and stockpiled or chipped, composted, used as mulch or otherwise beneficially reused or recycled to the maximum extent feasible. Any yard trash to be collected by any entity other than the property owner shall be sorted and stored in such a manner as to facilitate collection, composting, or other handling.

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**Sec. 66-36. Transporting solid waste and litter.**

- (a) It shall be unlawful to drive or operate a vehicle in the county hauling waste that leaks, flows freely, or spills from said vehicle.
- (b) Any litter or waste hauled on a moving vehicle shall be covered and/or secured in such a manner that it will not blow or escape from said vehicle while moving or parked on public or private property in the county; provided, however, that this section shall not prohibit the spreading of any substance in public road maintenance or public road construction operations.

**Sec. 66-37. Regulation of solid waste collection practices and carts, containers, dumpsters and receptacles.**

- (a) All residential units will be issued one 90-gallon cart for once weekly solid waste collection. The cart must be staged at the roadside, with the lid opening facing the roadway, by 7:00 a.m. on the scheduled day of collection. The cart is to be removed from the vicinity of the roadside by 8:00 p.m. on the scheduled day of collection, or as soon as the waste is collected if after 8:00 p.m.
- (b) Commercial units, non-profit and or philanthropic entities and places of worship, with not more than 100 pounds of waste per week shall subscribe for service using 90-gallon cart(s) for once weekly solid waste collection. The cart must be staged at the roadside, with the lid opening facing the roadway, by 7:00 a.m. on the scheduled day of collection. The cart is to be removed from the vicinity of the roadside by 8:00 p.m. on the scheduled day of collection, or as soon as the waste is collected if after 8:00 p.m. Commercial units, non-profit and or philanthropic entities and places of worship, that generate more than 100 pounds of waste per week shall secure solid waste collection services independently of any county-contracted collection service.
- (c) All waste or litter carts, containers, dumpsters or receptacles shall be maintained in as sanitary a manner as is reasonably possible consistent with use for solid waste and litter disposal.
- (d) All waste placed in carts shall be contained in plastic bags or sacks designed to store residential solid waste with sufficient wall strength to maintain physical integrity when lifted by the top.
- (e) No person shall deposit a scrap tire in any container or receptacle unless the container has been designated for the collection of scrap tires and unless authorized by the owner of the receptacle or the board of commissioners or its designee.
- (f) No person shall deposit any burning or smoldering material in any solid waste or litter container or receptacle. No person shall set fire to the contents of any such container or receptacle. No person shall deposit any flammable or explosive materials in any such container or receptacle.
- (g) No person shall deposit any waste other than residential and commercial solid waste in contractor-provided carts.
- (h) Elderly and disabled residents who are physically unable to place carts at the roadside may be eligible for back door collection if the county requires the contractor to provide this

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service. Such exemptions for the elderly and disabled residents may be granted at the discretion of the county and are subject to such policies and regulations as the county may establish.

- (i) No person shall willfully damage or alter the location of any carts, containers, dumpsters or receptacles without the written consent of the board of commissioners.
- (j) No salvage or scavenging operations shall be conducted in or around carts, containers, dumpsters or receptacles except by written consent of the board of commissioners.
- (k) No person shall deposit waste at any county disposal site unless such waste is contained in plastic bags or sacks with sufficient wall strength to maintain physical integrity when lifted by the top or as required by the board of commissioners or their designee. Waste shall be deposited only during the hours of operation established by the board of commissioners or their designee. The board of commissioners or their designee may regulate the types of waste accepted at county disposal sites, and it shall be a violation of this article to deposit waste at any county disposal site except in accordance with such regulations.
- (l) No person shall deposit waste, water or litter of any kind at any county disposal site into county-owned or contracted carts, containers, dumpsters or receptacles designated for the collection of recyclable materials. Only materials designated by the board of commissioners or their designee may be deposited in such containers. The board of commissioners may require that recyclables be separated.

(Ord. of 5-7-02)

#### **Sec. 66-38. Accumulation.**

- (a) No owner or occupant of any premises shall cause, suffer or allow litter or waste to accumulate thereon except as permitted by this section. No person may bury or burn litter or waste without prior authorization and written permission from the board of commissioners or applicable regulatory agency, including but not limited to, the Environmental Protection Agency, Environmental Protection Division, and/or the Georgia Forestry Service. A burn permit from the Georgia Forestry Service must be obtained before burning brush, stumps or yard trimmings unless the burn is conducted by, or under the supervision of, the Georgia Forestry Service. Nothing in this provision shall authorize or be construed to permit the burial or burning of any material which is otherwise prohibited by state or federal law.
- (b) The owner or occupant of private property may conduct composting on his or her premises where composting does not create or causes a health hazard to neighbors or other citizens, is not unsightly, and does not emit foul or obnoxious odors.
- (c) It shall be unlawful for any person to set fire to the contents of, indiscriminately scatter, or disperse the contents of, or otherwise vandalize any containers used for the storage or dumping of litter or waste.

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**Sec. 66-39. Violations and penalties.**

- (a) Any person(s), firm, or corporation violating any portion of this article shall be subject to prosecution in the Magistrate Court of Effingham County and, upon conviction, shall be punished as follows:
  - (1) For the first offense, by a fine of not less than \$100.00 and not more than \$1,000.00, or up to 30 days imprisonment, or both. Each day the violation continues shall constitute a separate offense.
  - (2) For the second or subsequent offense(s), by a fine of not less the \$750.00 and not more than \$1,000.00, or up to 60 days imprisonment, or both. Each day the violation continues shall constitute a separate offense.
- (b) In addition, the magistrate court may:
  - (1) Order the offender(s) to pick up and remove litter from any public streets or highways and/or other public right of way;
  - (2) Order the offender(s) to pick up and remove litter from any public park, private right of way, or, with the prior permission of the legal owner or tenant in lawful possession of such property, any private property upon which it has been established that the person has deposited litter thereon;
  - (3) Order the publication of the name(s) of the offender(s) convicted of violating this article;
  - (4) Order the offender(s) to repair or restore property damaged, or pay restitution for damages resulting from such violations, or perform public service related to the repair or restoration of property damaged by the violation;
- (5) In the case of an improper garbage or waste disposal site, order the offender(s) to remove the waste at his or her expense. (c) The expenses incurred by the county for cleanup, enforcement of violations, and penalties shall be chargeable to the violator, including, but not limited to: court costs, filing fees, special investigations, mutual aid assistance from other agencies and other costs necessary for the reasonable enforcement of this article.

(Ord. of 5-7-02)

**Sec. 66-40. Civil remedies and abatement of nuisance.**

- (a) In addition to initiation of a prosecution as provided in section 66-39 of this article, in the event that any person violates any provision of this article, the board of commissioners may institute an action for civil or equitable relief, including, but not limited to, an action to enjoin or correct or abate such violation and/or to recover damages to public property.
- (b) All conflicting resolutions, ordinances, or sections of resolutions, or resolutions in conflict with this article are hereby repealed.

**Secs. 66-41—66-99. Reserved.**

***ARTICLE III. RESIDENTIAL COLLECTION AND DISPOSAL SERVICES***



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**Sec. 66-100. Short title.**

This article shall be known and may be cited as the Effingham County Residential Solid Waste Collection and Disposal Services Ordinance (hereinafter referred to as "article").

**Sec. 66-101. Purpose and authority.**

- (a) It is declared by this board that it is in the public interest and in the interest of all the residents of this county that the accumulation, preparation, storage, collection, transportation, processing, recycling and disposal of solid waste and recovered materials of all kinds, in the unincorporated areas of the county, be conducted in an environmentally and fiscally responsible manner.
- (b) The purpose of this article is to protect the health, safety, and general welfare of citizens of the county by implementing and administering the county's solid waste management plan (hereinafter referred to as the "plan"), including collection and disposal of residential solid waste, in unincorporated Effingham County, Georgia. This article is adopted pursuant to article IX, section II, paragraphs I(a) and III(a)(2) of the Georgia Constitution and the Georgia Comprehensive Solid Waste Management Act of 1990, codified as O.C.G.A. § 12-8-20 et seq.
- (c) It is the further purpose of this article to maintain within the county an orderly program for the collection, processing, recycling, transport, and disposal of residential solid waste and recovered materials, in order to promote the community welfare, convenience, health, and safety.

**Sec. 66-102. Finding and scope.**

- (a) It is the finding of the county board of commissioners that all citizens within unincorporated Effingham County contribute to solid waste production and shall therefore be governed as herein described as a part of the overall county solid waste and recovered materials management system.
- (b) This article shall apply to all lands and premises in unincorporated Effingham County, Georgia, which are governed by the county board of commissioners.
- (c) Provisions of this article shall apply to all persons engaged in residential solid waste collection and disposal.

**Sec. 66-103. Definitions.**

- (a) Unless specifically modified herein, terms relating to solid waste management, resource recovery and recycling shall have the meanings as defined by Georgia Department of Natural Resources Rule 391-3-4-.01 and the Georgia Comprehensive Solid Waste Management Act of 1990 codified as O.C.G.A. § 12-8-22, which may be amended or changed from time to time with such amendment or changes being incorporated herein.
- (b) 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:

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*Board* means the Effingham County Board of Commissioners.

*Bulky waste* means discarded items that are larger than three feet in any dimension, and/or heavier than 50 pounds in weight, and, therefore, too large to be collected in residential municipal solid waste storage containers or carts, including, but not limited to, items such as mattresses and box springs, indoor/outdoor furniture, swing sets, plastic swimming pools, large toys, bicycles, fish aquariums, and other similar items.

*Collect* or *collection* means to remove residential solid waste and residential recovered materials for transport to a disposal facility or processing facility, or cause such to be removed.

*Collection services* means the collection from a residential service unit and any other locations which generate residential solid waste and residential recovered materials including related transportation, transfer, processing and/or disposal.

*County* means Effingham County, Georgia.

*Curbside collection* refers to the collection of residential solid waste and residential recovered materials from the designated residential collection location. Containers placed behind any structure such as a fence or wall or placed in a vault below the ground surface are not included in this definition and shall be excluded from curbside service.

*Designated residential collection location* means the location where the residential solid waste storage container or cart, residential recovered materials storage container, and/or any yard trimmings, bulky waste, or white goods are placed within one to six feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the residential service provider, that will provide safe and efficient accessibility to the residential service provider's collection crew and vehicle.

*Disposal* means dumping or depositing solid waste into or onto a disposal facility.

*Disposal facility* means any facility or location where the final deposition of solid waste occurs and includes, but is not limited to, landfilling and solid waste thermal treatment technology facilities.

*Duplex* means a building designed exclusively for residential occupancy by two families.

*Elective service* means collection services offered by a residential service provider for an additional charge which is arranged between the service provider and a residential service unit owner or other responsible party and billed by the service provider.

*Hazardous waste* means any solid waste which has been defined as a hazardous waste in regulations promulgated by the United States Environmental Protection Agency or under the Georgia Hazardous Waste Management Act.

*Industrial solid waste* means solid waste generated by manufacturing or industrial processes or operations that is not a hazardous waste regulated by the Georgia Hazardous Waste Management Act. Such waste includes, but is not limited to, waste resulting from the following manufacturing processes: electrical power generation; fertilizer and agricultural chemicals; food and related products and by-products; inorganic chemicals; iron and steel products; leather and leather products; nonferrous metal and foundry products; organic chemicals; plastics and resins; pulp and paper; rubber and miscellaneous plastic products; stone, glass, clay, and concrete

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products; textiles; transportation equipment; and water treatment. The term "industrial solid waste" does not include mining waste or oil and gas waste.

*Mobile home* means a mobile or manufactured home, receiving residential-type waste collection.

*Multifamily dwelling* means a building designed exclusively for residential occupancy by more than one family, except for duplex, triplex, and quadraplex units.

*Non-curb-side collection* means collection of residential solid waste, residential recovered materials, bulky waste, white goods, and/or yard trimmings outside the designated residential collection location.

*Overage* means the placement of residential solid waste in the residential solid waste storage container or cart such that materials extend beyond the container rim and the lid fails to fully close.

*Person* means the state or any other state agency or institution thereof, and 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 the state or any other state. The term "person" also includes any officer or governing or managing body of any county, political subdivision, solid waste authority, special district empowered to engage in solid waste management activities, or public or private corporation in the state or any other state. The term "person" also includes employees, departments, and agencies of the federal government.

*Plan* means the 2007 comprehensive solid waste management plan developed for the county of Effingham and the Cities of Guyton, Rincon, and Springfield, as amended prior to or subsequent to the effective date of the ordinance from which this article is derived.

*Processing* means any method, system or other treatment designed to change the physical form or chemical content of solid waste, and includes separation from solid waste or other handling of recovered materials for recycling.

*Processing facility* means facilities whose activities include, but are not limited to, the separation and preparation of solid waste for reuse or disposal or separation and preparation of recovered materials or yard trimmings to produce a marketable commodity.

*Quadraplex* means a building designed exclusively for residential occupancy by four families.

*Recovered materials* means those materials which have known use, reuse, or recycling potential; can be feasibly used, reused, or recycled; and have been diverted or removed from the solid waste stream for sale, use, reuse, or recycling, whether or not requiring subsequent separation and processing.

*Recovered materials processing facility* means a facility engaged solely in the storage, processing, and resale or reuse of recovered materials. The term "recovered materials processing facility" shall not include a solid waste handling facility; provided, however, any solid waste generated by such facility shall be subject to all applicable laws and regulations relating to such solid waste.

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*Recycling* means any process by which materials which would otherwise become solid waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products except for mixed residential solid waste composting, that is, composting of the typical mixed solid waste stream generated by residential, commercial, and/or institutional sources. Recycling includes the composting process if the compost material is put to beneficial use.

*Residential solid waste* means solid waste generated at a residential service unit, and shall include white goods, bulky waste, and recovered materials.

*Residential solid waste collection services* means the collection, processing and disposal of residential solid waste by a residential service provider, in accordance with this article.

*Residential solid waste storage container or cart* means a leakproof container with attached lid and wheels that will allow the manual, automated or semi-automated collection of residential solid waste, meeting the specifications established by the county.

*Residential recovered materials* means recovered materials generated at a residential service unit.

*Residential recovered materials collection service* means the collection and processing of residential recovered materials in a single stream.

*Residential recovered materials storage container* means a container that will allow collection of residential recovered materials meeting specifications established by the county.

*Residential service fee* means the fee assessed on each residential service unit for collection, transportation, processing and/or disposal of residential solid waste, residential recovered materials, bulky waste, and/or white goods and for the administration of the county's solid waste program.

*Residential service provider* means a person who has received a service agreement from the county to perform the physical process of collecting, transporting, processing and disposing of the residential solid waste, residential recovered materials, white goods, bulky waste and/or yard trimmings within unincorporated Effingham County.

*Residential service unit* means each unit or units within the following categories: single-family dwellings; duplexes or two-unit multifamily dwellings; triplexes or three-unit multifamily dwellings; quadraplexes or four-unit attached multifamily dwellings; and mobile homes.

*Residential service unit owner* means any person, firm, corporation or other entity owning residential premises in unincorporated Effingham County.

*Residential solid waste collection and disposal* means the performance of all requirements within the article and applicable laws related to residential solid waste, residential recovered materials, yard trimmings, bulky waste, and white goods, as well as incidental administrative tasks related to the performance of those requirements.

*Single-family dwelling* means a building designed exclusively for residential occupancy by one family.

*Special needs resident* means a residential service unit owner who, as a result of a physical or mental challenge, is unable to place his residential solid waste storage container or cart, residential recovered materials storage container, white goods, bulky waste and/or yard

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trimmings at the designated residential collection location for collection by the residential service provider, such that he satisfies this article.

*Transfer station* means a facility used to transfer solid waste from one transportation vehicle to another for transportation to a disposal facility or processing facility.

*Treated wood* means wood that has been treated or preserved with chromated copper arsenate (CCA), pentachlorophenol, or other chemicals which have been classified as known human carcinogens by the United States Environmental Protection Agency.

*Triplex* means a building designed exclusively for residential occupancy by three families.

*Unacceptable waste* means hazardous waste, biomedical waste, tires, paints, paint solvents, treated wood, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than ten pounds, firearms, and any and all waste of which the acceptance and handling by a residential services provider or commercial service provider would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to the service provider's equipment or facilities, or present a substantial danger to the health or safety of the public or the service provider's employees.

*White goods* means household appliances such as refrigerators, stoves, washers, dryers, water heaters, and other large enameled appliances, which do not contain polychlorinated biphenyl (PCB) or chlorofluorocarbon (CFC) units and have been officially certified to that effect, and in the case of refrigerators and freezers, which have had the doors removed.

*Yard trimmings* means 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. As used herein, the term "yard trimmings" does not include stumps, roots, shrubs with intact root balls, and specifically excludes all treated wood.

*Yard trimmings collection service* means the yard trimmings subscription service as provided by the service agreement if applicable. The yard trimmings collection service shall be done on a weekly basis, under a separate and elective arrangement with a residential service unit. The residential service provider may charge the residential service unit on a semi-annual basis for yard trimmings collection, and may collect up to three cubic yards per collection of yard trimmings which any such individual yard trimmings included therewith shall not exceed four inches in diameter or more than three feet in length, placed in sturdy paper bags suitable for containing yard trimmings, excluding residential municipal solid waste storage containers or carts, residential recovered materials storage containers, and plastic bags; or, if greater than four inches in diameter and not placed in a suitable container yard trimmings that are tied in a bundle not weighing more than 50 pounds. The residential service unit shall contact the residential service provider directly to request yard trimmings collection service and shall timely place such yard trimmings at the designated collection location for collection by the residential service provider.

## **Sec. 66-104. General provisions.**

(a) *Residential solid waste.*

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- (1) Collection services provided by residential service provider.
    - a. All residential solid waste shall be collected by a residential service provider that has been issued a service agreement by the county.
    - b. Residential service provider shall provide weekly curbside collection services in accordance with the terms of the service agreement issued by the county to the residential service provider.
    - c. Each residential service unit owner may request collection of yard trimmings directly from the residential service provider that has been issued a service agreement by the county if collection of yard trimmings is not part of the service agreement.
  - (2) *Curbside collection services.*
    - a. Curbside collection services shall include:
      1. *Collection of residential solid waste.*
        - (i) Residential solid waste shall be collected by the residential service provider in accordance with the service agreement issued by the county.
        - (ii) Residential solid waste shall be placed at the designated residential collection location in a storage container or cart provided by the residential service provider.
        - (iii) Overage is not permitted.
      2. *Collection of bulky waste and white goods.*
        - (i) Bulky waste and white goods shall be collected by the residential service provider if required by the service agreement issued by the county.
        - (ii) It shall be the responsibility of the residential service unit owner to ensure that prior to collection and disposal, white goods are empty of all foods and liquids, and that any CFCs and PCBs have been evacuated and captured by a certified technician in accordance with law, and the doors have been removed from freezers and refrigerators. The residential service provider shall not be required to collect white goods that do not meet these standards.
      3. *Collection of residential recovered materials.*
        - (i) Residential recovered materials shall be collected by the residential service provider if required by the service agreement issued by the county.
        - (ii) Each residential service unit owner may contact the residential service provider or the county to request residential recovered materials collection service, and shall be required to place such residential recovered materials in the residential recovered materials storage container at the designated residential collection location for collection by the authorized residential service provider in a timely manner.
  - (3) *Non-curbside collection for special needs residents.*
    - a. Any special needs resident shall be provided non-curbside collection of residential solid waste, residential recovered materials, bulky waste, white goods, and/or yard trimmings if required by the service agreement issued by the county, provided that the special needs resident;
      1. Obtains a physician's certificate certifying such special need; and
      2. Provides the physician's certificate to the residential service provider with a copy to the county.
    - b. Non-curbside collection is available only if all adult persons residing in the residential

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- service unit meet the requirements identified in subsection (b)(3)a of this section.
- c. This section also applies to temporary special needs not to exceed 90 days.
  - d. Residential service providers may establish reasonable rules for the non-curbside collection of residential municipal solid waste, residential recovered materials, bulky waste, white goods, and/or yard trimmings from special needs residents who qualify under this article for such service.
- (4) *Yard trimmings collection service.*
- a. Yard trimmings may be composted by a residential service unit owner on the owner's property in accordance with the laws and regulations of the state and county.
  - b. If a residential service unit owner contracts for the yard trimmings collection service by a residential service provider, yard trimmings shall be segregated from the residential solid waste prior to their collection.
  - c. This article shall not prohibit a residential service unit owner from disposing of yard trimmings through a third party that generated the yard trimmings as a result of its activities or services at the location of the residential service unit.
  - d. A residential service unit owner may enter into a contract with the residential service provider that has been issued a service agreement by the county for the yard trimmings collection service.
  - e. To request yard trimmings collection service, the residential service unit owner must contact the residential service provider directly if not part of service agreement with county.
  - f. The residential service provider is authorized to charge, bill, and collect from the residential service unit owner a fee for the collection, processing and/or disposal of yard trimmings.
  - g. The following provisions shall apply to the placement and collection of yard trimmings:
    - 1. Yard trimmings shall be segregated from residential solid waste.
    - 2. Yard trimmings shall be placed within the designated residential collection location.
    - 3. A residential service unit owner shall not place, or cause, or allow to be placed, yard trimmings within the designated residential collection location for more than seven days.
    - 4. Yard trimmings shall be placed in sturdy paper bags suitable for containing yard trimmings or in a container labeled for yard trimmings, excluding residential solid waste storage containers or carts, residential recovered materials storage containers, and plastic bags; or shall be tied in bundles weighing not more than 50 pounds each.
    - 5. Yard trimmings are not to exceed four inches in diameter and three feet in length and bundles are not to exceed 50 pounds.
- (5) *Elective services.*
- a. A residential service unit owner may contract with the residential service provider that has been issued a service agreement by the county for additional services for an additional fee to be billed by the residential service provider directly to the residential service unit owner.
  - b. The residential service provider shall have the right, upon notice to the residential

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service unit owner, and simultaneous notice to the county, to terminate or suspend all elective services then being provided to a residential service unit owner by the residential service provider, in the event of nonpayment of fees due and owing directly to the residential service provider by the residential service unit owner.

(6) *Placement of containers and collection hours.*

- a. Each residential service unit shall place the residential solid waste storage container, bulky waste, white goods, and/or residential recovered materials storage container at the designated residential collection location, for collection by the authorized residential service provider, no earlier than the day prior to the day scheduled for collection.
- b. Except as otherwise allowed by the county, all collection of residential solid waste by residential service provider shall be performed between the hours of 7:00 a.m. and 6:30 p.m. Monday through Friday, or Monday through Saturday during a week which contains a holiday unless unforeseen circumstances causes a delay in waste pick up which could cause the waste to be picked up after 6:30 p.m.
- c. The residential service unit shall remove, or cause to be removed, the residential solid waste storage container or cart, and the residential recovered materials storage container, if applicable, no later than the next day following the scheduled collection day.
- d. At the point in time when the residential service unit owner places, allows, or causes to be placed, residential solid waste or residential recovered materials at the designated residential collection location, ownership of the residential solid waste and residential recovered materials transfers from the residential service unit owner to the residential service provider, except that ownership of unacceptable wastes shall not transfer to the residential service provider.

(7) *Residential service fee.*

- a. The board of county commissioners shall establish the residential service fee schedule, which may include any adjustments and discounts that it may deem appropriate.
- b. Each residential service unit owner is required to pay an annual residential service fee to the county for each 12 month service period, or portion thereof, to include in part an amount for administration of this article by the county and an amount for residential solid waste collection and disposal services and the related county solid waste and recovered materials programs.
- c. Residential service unit owners are required to request residential solid waste collection and disposal service and to remit to the county the applicable residential service fee prior to the county's issuance of a certificate of occupancy and initial occupancy of the residential service unit. New residential service unit owners shall initiate residential solid waste collection and disposal services by providing notice to the county or the designated residential service provider that the residential service unit has become occupied.
- d. The residential service fee shall be subject to periodic adjustment, as determined by the county and as provided in the service agreement issued by the county to the residential service provider. Such adjustments shall be made in accordance with the service agreement issued to the residential service provider and shall not require



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board action.

- e. The residential service fee may be collected by the county through the ad valorem tax statement for each residential service unit in unincorporated Effingham County or may be billed and collected through an alternative billing and collection process.

(b) *Residential service provider service agreements.*

(1) *Residential service providers.*

- a. All residential solid waste collection and disposal services shall be provided by the residential service provider selected by and having a service agreement with the county.
- b. Any person authorized by the county to provide residential solid waste collection and disposal services and residential recovered materials collection service in unincorporated Effingham County shall meet the requirements and qualifications established by the county and contained in this article.
- c. The county shall have the right in its discretion to incorporate terms and conditions in its service agreements with residential service provider as it deems appropriate to effect implementation of this article.
- d. The county is authorized to assign any service agreement with a residential service provider to an authority created by the county to administer residential solid waste collection and disposal service and residential recovered materials collection service.
- e. It shall be a violation of this article for any service provider except the county's designated residential service provider to provide residential solid waste collection and disposal services to any residential service unit in any unincorporated area in the county.

(2) *Minimum requirements.*

- a. The residential service provider designated by the county to provide residential solid waste collection and disposal services shall meet the minimum requirements for residential service providers in this article.
- b. All residential solid waste and residential recovered materials shall be delivered by the residential service provider to an authorized waste disposal facility, processing facility, recycling facility, transfer station, or other state authorized handling facility, as determined by the residential service provider. All residential service fees paid by the county to the designated residential service provider shall include the costs of solid waste transportation and disposal and the transportation and processing of residential recovered materials.

(3) *Residential service provider performance.* The county shall monitor the performance of the residential service provider for compliance with all provisions of the service agreement and for compliance with the provisions of this article for residential solid waste collection and disposal services and other waste collection and disposal or processing services regulated by this article. The county shall be authorized to deduct from the payments due or to become due to an authorized residential service provider liquidated damages in amounts determined in the service agreement caused by failure of the authorized residential service provider to comply with the duties specified in the service agreement.

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- (4) *Residential service provider selection.* In carrying out the purposes of this article, and subject to the provisions and requirements of this article, the service agreement for residential solid waste collection and disposal services, including elective services, shall be awarded to a residential service provider selected by the county, and such service agreement shall be exempt from the purchasing requirements of any other county ordinance or policy. The service agreement will be awarded at the discretion of the Effingham County Board of Commissioners and the board has the authority to select a service provider without following a bid process.
- (5) *Term of service agreements.* Subject to termination by the county pursuant to the terms of a service agreement, the county may enter into a multi-year service agreement.
- (6) *Reporting requirements.* Within 30 days following the close of each calendar quarter ending March 31, June 30, September 30, and December 31 of each year of operation under the service agreement, the residential service provider shall submit to the county reports of operation showing the following information:
- a. Tonnage figures showing total solid waste tonnage collected by service type;
  - b. Tonnage figures showing residential recovered materials collected, and proof of recycling in the form of manifest, bills of sale, or other records showing adequate proof of movement of the material to a recognized, and appropriately permitted recycled facility;
  - c. If requested by the county, the residential service provider shall provide proof of disposal of residential solid waste at state-approved disposal facilities and the name of each such facility. The residential service provider shall maintain at its place of business books and records showing the names and addresses of all residential service unit owners to whom residential solid waste collection and disposal services and residential recovered materials collection services have been provided. The residential service provider shall submit upon reasonable request of the county to a financial audit by a certified public accountant or auditor employed by the county. Financial information of the residential service provider shall be treated as confidential by the county. The county may request other information from each residential service provider if necessary to comply with state solid waste reporting requirements, internal measures, data needed to update or formulate an updated plan, or for other purposes.

**Sec. 66-105. Minimum requirements for service providers.**

The residential service provider and its subcontractors shall, at all times:

- (1) Satisfy all requirements and qualifications imposed by the county, the service provider agreement, and this article.
- (2) Provide a notarized statement certifying that all drivers have a current commercial driver's license (CDL) and all trucks are registered with the state department of transportation.
- (3) At a minimum, apply risk management practices acceptable in the applicable service provider's industry.

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- (4) Have a current solid waste handling permit from the director of the environmental protection division of the state department of natural resources or any successor agency authorized to issue permits pursuant to O.C.G.A. § 12-8-24.
  - (5) The residential service provider shall furnish to the county a performance bond or irrevocable, direct pay letter of credit to be approved by the county conditioned upon the true and faithful performance of the service agreement in an amount satisfactory to the county. Upon the residential service provider's successful completion of the service agreement to the satisfaction of the county, the county will release the performance bond. In the event of an uncured default by the residential service provider, the county may procure services from other sources and shall hold the residential service provider responsible for any costs to the county to procure the services of a new residential service provider and for the costs to the county for providing the services in the interim period between the default and the procurement of a new residential service provider. The county shall draw on the residential service provider's performance bond or letter of credit as necessary for such new residential service provider and services.
  - (6) Offer recovered materials and recycling services to their customers if required by service agreement with county.
  - (7) Maintain during the term of any service agreement with the county to provide residential solid waste collection services, at its own expense, appropriate and adequate insurance policies generally as follows:
    - a. Statutory workers' compensation insurance.
      1. Employer's liability for bodily injury by accident: \$500,000.00 each accident; and
      2. Employer's liability for bodily injury by disease: \$500,000.00 policy limit \$500,000.00 each employee.
    - b. Commercial general liability insurance.
      1. \$1,000,000.00 limit of liability per occurrence for bodily injury and property damage;
      2. \$1,000,000.00 limit of liability per occurrence for personal injury;
      3. Commercial general liability written on an occurrence form, which includes contractual liability, broad form property damage, incidental medical malpractice, severability of interest, and extended bodily injury; and
      4. Additional insured endorsement which includes ongoing operations and completed operations.
    - c. Auto liability insurance.
      1. \$1,000,000.00 limit of liability per occurrence for bodily injury and property damage;
      2. Comprehensive form covering all owned, non-owned, leased, hired, and borrowed collection vehicles; and
      3. Coverage for cleanup of pollutants due to an accident, including pollution liability broadened form endorsement.

If the auto policy does not include the endorsement form specified in subsection (7)c.3 of this section, a separate service providers pollution liability policy endorsed with the transportation pollution liability form with a minimum limit of \$1,000,000.00 must be provided.

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- d. Excess liability insurance—Minimum \$5,000,000.00 limit of liability.
    - 1. The excess liability coverage must be an occurrence form policy including coverage for all required endorsements and no additional exclusions;
    - 2. The excess liability policy must extend over the general liability, automobile liability, and employers' liability policy forms; and
    - 3. The excess liability policy must have concurrent effective dates with the primary coverage parts.
  - e. The cancellation provision must provide 90 days' notice of cancellation.
  - f. Insurance companies must have an A.M. Best Rating of A-6 or higher. Certain workers' compensation funds may be acceptable by the approval of the county. European markets, including those based in London and domestic surplus line markets that operate on a non-admitted basis, are exempt from the requirement provided that the service provider's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best Rating of A-6 or better.
  - g. The state department of insurance must license the insurance company to do business, unless an exception is authorized by the county.
  - h. Certificates of insurance, and any subsequent renewals, must reference solid waste collection and disposal services.
  - i. The service provider shall agree to provide summaries of current insurance policies if requested to verify compliance with these insurance requirements.
  - j. The service provider shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every subcontractor in any tier, and shall require each and every subcontractor of any tier to comply with all such requirements. The service provider agrees that if for any reason its subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by the service provider at the service provider's expense.
  - k. No service provider or subcontractor shall commence any work of any kind until all insurance requirements contained in this contract have been complied with and until evidence of such compliance satisfactory to the county as to form and content has been filed with the county. The accord certificate of insurance or a pre-approved substitute is the required form in all cases where reference is made to a certificate of insurance or an approved substitute.
  - l. Compliance by the service provider and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the service provider and all subcontractors of their liability provisions of the contract.
  - m. The service provider and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this contract.
  - n. The service provider shall at a minimum apply risk management practices accepted by the service provider's industry.
  - o. The service provider shall agree to waive all rights of subrogation against the county, the county board of commissioners, and their officers, officials, employees, and volunteers from losses arising from work performed by the service provider.

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**Sec. 66-106. Exemptions.**

- (a) This article shall not apply to any individual, corporation, partnership, or cooperative disposing of livestock feeding facility waste from facilities with a total capacity of up to 1,000 cattle or 5,000 swine. If such individual, corporation, partnership, or cooperative shall provide an approved waste disposal system which is capable of properly disposing of the runoff from a ten-year storm, such individual, corporation, partnership or cooperative shall be further exempt regardless of total per head capacity.
- (b) Nothing in this article shall limit the right of any person to use poultry or other animal manure for fertilizer.
- (c) Provisions of this article shall not apply to any person not collecting and disposing of residential solid waste, but who is a holder of a valid solid waste handling permit from the director of the environmental protection division of the state department of natural resources pursuant to Rules of Georgia Department of Natural Resources Environmental Protection Division, chapters 391-3-4-.02 and 391-3-4-.06 for disposal or on-site burial. Such disposal shall be governed by state environmental protection division regulations and by the requirements of the current county development regulations.
- (d) Composting by residential service unit owners as allowed by local, state, and federal law is expressly permitted pursuant to this article.
- (e) Nothing in this article or in any service agreement shall limit the county's ability to procure additional services necessary to provide for removal, processing, recycling and/or disposal of solid wastes generated as a result of a natural or man-made disaster event.

**Sec. 66-107. Prohibited acts.**

- (a) It is prohibited for residential service unit owners to allow the continued, excessive and unsightly accumulation of residential solid waste, residential recovered materials, white goods, bulky items, and/or yard trimmings upon the residential service unit owner's or adjacent property or the public thoroughfares bounding upon residential service unit owner's property.
- (b) No residential service unit owner shall willingly violate the requirements set forth in this article.
- (c) No commercial establishment owner shall willingly violate the requirements set forth in this article.
- (d) No residential service provider shall willingly violate the requirements applicable to residential service providers set forth in this article.
- (e) No person shall willingly violate the requirements set forth in this article.
- (f) No residential service provider shall 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 the Rules of the Georgia Department of Natural Resources Environmental Protection Division, chapter 391-3-4-04.

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- (g) No residential service provider shall collect solid waste until all insurance requirements contained in this article have been complied with and until certification from the carrier of such compliance satisfactory to the county as to form and content has been filed with the county.
  - (h) 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 the Rules of the Georgia Department of Natural Resources Environmental Protection Division, chapter 391-3-4-04.
  - (i) It shall be a violation of this article to place or cause to be placed for collection by a residential service provider any acid, explosive material, inflammable liquids or dangerous or corrosive material of any kind.

(Ord. of 10-17-17)

#### **Sec. 66-108. Violations and enforcement.**

- (a) This article shall be enforced by any employee or representative designated by the county. Enforcement authority shall include the power to determine compliance with this article, to investigate complaints of violations of this article, and to pursue violations in the county magistrate or state court.
- (b) The provisions of this article regarding the disposal or on-site burial of solid waste may be enforced by the state department of natural resources, environmental protection division.
- (c) Nothing in this article shall affect the ability of the county to pursue any remedies against a residential service provider available under the service agreement with the residential service provider or local, state, or federal law.
- (d) Nothing in this article shall affect the ability of the county to pursue the remedies available to it by virtue of its police powers.

#### **Sec. 66-109. Forfeiture.**

- (a) *Material breach.* In addition to all other rights and powers retained by the county under this article, the service provider agreement, or otherwise, the county reserves the right to declare any resulting service agreement from this article forfeited and to terminate the service agreement and all rights and privileges of the residential service provider hereunder in the event of a material breach of the terms and conditions hereof. A material breach by the residential service provider shall include, but shall not be limited to, the following:
  - (1) *Telephone listings.* A failure to keep and maintain a local telephone listing and office or answering service that is available by phone without long distance charge during regular business hours for service to the public, and which telephone or office shall, at minimum, provide and maintain the following services:
    - a. Coordinate and provide information concerning deposits, payments and accounts to customers and prospective customers;
    - b. Respond to customer and prospective customer questions and issues about billings, accounts, deposits and services;

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- c. Coordinate with the county with respect to private sector and public works projects and issues related to or affecting the residential service provider's operation; and
  - d. Respond immediately, upon request, to police, fire and other emergency situations in which the public health and safety require action with respect thereto or assistance;
  - (2) *Failure to provide service.* A failure to materially provide the services provided for in this article;
  - (3) *Misrepresentation.* Any material misrepresentation of fact in the application for or negotiation of any service agreement resulting from this article; or
  - (4) *Conviction.* The conviction of any director, officer, employee, or agent of the residential service provider of the offense of bribery or fraud connected with or resulting from the issuance of a service agreement under this article.
  - (b) *Operation information.* Any material misrepresentation of fact knowingly made to the county with respect to or regarding the residential service provider's operations, management, revenues, services or reports required pursuant to this article shall be grounds for the county to declare any resulting service agreement from this article forfeited and to terminate the service agreement.
  - (c) *Economic hardship.* The residential service provider shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers or employees.

#### **Sec. 66-110. Receivership and bankruptcy.**

The county shall have the right to cancel any service agreement resulting from this article 120 days after the appointment of a receiver or trustee to take over and conduct the business of the residential service provider, whether in receivership, reorganization, bankruptcy, other action or preceding, whether voluntary or involuntary, unless such receivership or trusteeship shall have been vacated prior to the expiration of said 120 days, unless:

- (1) *Trustee compliance.* Within 120 days after his election or appointment, such receiver trustee shall have fully complied with all the provisions of this article and remedied all defaults thereunder; or
- (2) *Trustee agreement.* Such receiver or trustee, within 120 days, shall have executed an agreement, duly approved by the court having jurisdiction, whereby the receiver or trustee assumes and agrees to be bound by each and every provision of this article granted to the residential service provider.

#### **Sec. 66-111. Transfer, sale or conveyance by service provider prohibited; exceptions.**

- (a) A residential service provider shall not transfer, assign, sell or convey any rights granted under any resulting service agreement issued under this article without the county's prior written approval.
- (b) No authorization or right granted by the county to a service provider may be bought, sold, or conveyed to another party without the prior written approval of the county.

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- (c) This section shall not apply to vehicles, replacements, maintenance, upgrades or modifications of equipment, machinery, containers and buildings by the residential service provider for the purpose of maintaining and continuing its operation within the county.

**Sec. 66-112. Foreclosure.**

Upon the foreclosure or other judicial sale of all or a substantial part of the assets and property of the residential service provider used for and dedicated to providing service pursuant to this article, the residential service provider shall notify the county of such fact, and such notification shall be treated as a notification that a change in control of the residential service provider has taken place and the provisions of this article governing the consent of the board of commissioners to such change in control of the residential service provider shall apply. Upon the foreclosure or judicial sale, or the leasing of all or a substantial part of the property and assets of the residential service provider dedicated to and used for the purposes of providing service pursuant to this article, without the prior approval of the board of commissioners, the board of commissioners may, upon hearing and notice, terminate any service agreement issued under this article.

**Sec. 66-113. Scavenging.**

No person other than the 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.

**Sec. 66-114. Indemnification and hold harmless.**

The residential service provider agrees to indemnify, defend and save harmless the county, 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 residential service provider, or any of its agents, contractors, servants, employees or 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 the county 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 county shall give written notice thereof (the "claims notice") to the residential service provider; provided, however, that a failure to give such notice shall not prejudice the county's right to indemnification hereunder except to the extent that the residential service provider 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 county when such information is available. The residential service provider may elect to compromise or defend, at its own expense and by its own counsel, any asserted claim. If the residential service provider elects to compromise or defend such asserted claim, it shall, within 20 business days following its receipt of the claims notice (or



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sooner, if the nature of the asserted claim so required), notify the county of its intent to do so, and the county shall cooperate, at the expense of the residential service provider, in the compromise of, or defense against, such asserted claim. If the residential service provider elects not to compromise or defend the asserted claim, fails to notify the county of its election as herein provided or contests its obligation to provide indemnification under this agreement, the county may pay, compromise or defend such asserted claim with all reasonable costs and expenses borne by the residential service provider. Notwithstanding the foregoing, neither the residential service provider nor the county shall 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 county and the residential service provider may participate, at their own expense, in the defense of such asserted claim. If the residential service provider chooses to defend any asserted claim, the county shall make available to the residential service provider any books, records or other documents within its control that are necessary or appropriate for such defense.

### **Sec. 66-115. Penalties.**

Any person violating any provision of this article may, upon conviction, be punished by a fine for each offense and/or incarceration or community service as follows:

- (a) Any person(s), firm, or corporation violating any portion of this article shall be subject to prosecution in the magistrate court or state court of Effingham County and, upon conviction, shall be punished as follows:
  - (1) For the first offense, by a fine of not less than \$100.00 and not more than \$1,000.00, or up to 30 days imprisonment, or both. Each day the violation continues shall constitute a separate offense.
  - (2) For the second or subsequent offense(s), by a fine of not less the \$750.00 and not more than \$1,000.00, or up to 60 days imprisonment, or both. Each day the violation continues shall constitute a separate offense.
- (b) In addition, the magistrate or state court may:
  - (1) Order the offender(s) to pick up and remove litter from any public streets or highways and/or other public right-of-way;
  - (2) Order the offender(s) to pick up and remove litter from any public park, private right-of-way, or, with the prior permission of the legal owner or tenant in lawful possession of such property, any private property upon which it has been established that the person has deposited litter thereon;
  - (3) Order the publication of the name(s) of the offender(s) convicted of violating this article;
  - (4) Order the offender(s) to repair or restore property damaged, or pay restitution for damages resulting from such violations, or perform public service related to the repair or restoration of property damaged by the violation;
  - (5) In the case of an improper garbage or waste disposal site, order the offender(s) to remove the waste at his or her expense; and
- (c) The expenses incurred by the county for cleanup, enforcement of violations, and penalties shall be chargeable to the violator, including, but not limited to: court costs,

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filing fees, special investigations, mutual aid assistance from other agencies and other costs necessary for the reasonable enforcement of this article.

**Sec. 66-116. Conflicts and repeal.**

All conflicting resolutions, ordinances, or sections of resolutions, or resolutions in conflict with this article are hereby repealed.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

This \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

BOARD OF COMMISSIONERS,  
EFFINGHAM COUNTY, GEORGIA

FIRST READING: \_\_\_\_\_

BY: \_\_\_\_\_  
DAMON RAHN, CHAIRMAN

SECOND READING: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
STEPHANIE JOHNSON  
EFFINGHAM COUNTY CLERK