

Invitation to Bid

Operation of Commercial and Residential Solid Waste and Recycling Services within the City Limits of Snellville, Georgia (PW260206)



City of Snellville

c/o Matthew Pepper
City Manager
2342 Oak Road
Snellville, GA 30078

REQUEST FOR SEALED BID

Operation of Commercial and Residential Solid Waste and Recycling Services Within the City Limits of Snellville, Georgia (PW260206).

The City of Snellville (City) is soliciting competitive sealed bids from qualified vendors to provide all labor and equipment required for the operation of commercial and residential solid waste and recycling services within the city limits of Snellville, Georgia.

Bids should be typed or submitted in ink and returned in a sealed envelope marked on the outside with the project identification bid number, and company name. Bids will be received until 2:00 p.m. local time on **Friday, February 6, 2025**, at the Snellville City Hall Reception Desk, First Floor, 2342 Oak Road, Snellville, Georgia 30078. Any bid received after this date and time will be marked as “late” and disqualified. After the time for receipt of bids has passed, each submitted bid package will be opened by the City Clerk and select staff. An initial bid tabulation documenting the bid opening and listing of bidders will be available upon request on the next business day following the date of the bid opening or viewed on the City’s website at www.snellville.org. As part of the award process, the Mayor and City Council may, in their sole discretion, select more than one (1) hauler for a 30-minute interview during a Special Called Work Session. The Mayor and Council will determine the date for this meeting at a later time.

A mandatory pre-bid conference is scheduled for 2:00 p.m. on Thursday, January 15, 2026 in Conference Room 145 of Snellville City Hall. All interested bidders are required to attend in order to be eligible to submit a bid. Questions regarding bids should be directed in writing to Melisa Arnold, City Clerk, at marnold@snellville.org, no later than 5:00 p.m. on Friday, January 30, 2026.

Bids shall remain valid for a period of 60 days from bid opening. The City reserves the right to waive any formality and any technicalities, and to reject any or all bids if it is deemed to be in the best interest of the City to do so.

The information for bidders, scope of work, and how to obtain other related documents may be obtained on the city’s website at www.snellville.org or at the following location:

Melisa Arnold
City Clerk/Administrative Manager
City of Snellville Administration Department
2342 Oak Road
Snellville, Georgia 30078
Telephone: (770) 985-3503
Email: marnold@snellville.org

CITY OF SNELLVILLE, GEORGIA
Matthew Pepper
City Manager
Administration Department

INVITATION TO BID

PW260206

Sealed bids for the *Operation of Commercial and Residential Solid Waste and Recycling Services within the City Limits of Snellville, Georgia PW260206* are solicited as follows:

PROJECT DESCRIPTION:

The project consists of the operation of commercial and residential solid waste and recycling services within the city limits of Snellville, Georgia. Work required under this contract may include, but not be limited to, furnishing materials, labor, and equipment.

OWNER: City of Snellville
2342 Oak Road
Snellville, Georgia 30078
(770) 985-3500

ATTN: Mr. Matthew Pepper, City Manager

PROJECT MANAGER: David Mitchell
Public Works Director
2491 Marigold Road
Snellville, Georgia 30078

RECEIPT OF BIDS:

Bidder may submit bids solely for residential waste, commercial waste, or both and may submit a joint bid with another company, in the Bidder's discretion. Bidder must define any subcontractors or suppliers roles and duties. Bids will be received at Snellville City Hall Reception Desk until 2:00 p.m. prevailing local time Friday, February 6, 2026. The City will open the bids at 2:05 p.m. on Friday, February 6, 2026 in Conference Room 145 of the Snellville City Hall.

BIDDING DOCUMENTS:

Bid documents may be obtained on the City website at www.snellville.org under the Bid Information tab, or from Snellville City Hall located at 2342 Oak Road, Snellville, Georgia 30078, or by contacting Melisa Arnold, City Clerk at (770) 985-3503.

PRE-BID CONFERENCE:

A mandatory pre-bid conference is scheduled for 2:00 p.m. on Thursday, January 15, 2025 in Conference Room 145 of the Snellville City Hall. All interested bidders are required to attend. Questions regarding bids should be directed in writing to Melisa Arnold, City Clerk, at arnold@snellville.org, no later than 5:00 p.m. on Friday, January 30, 2026.

INTERVIEW WITH MAYOR AND CITY COUNCIL:

As part of the award process, the Mayor and City Council may, in their sole discretion, select more than one (1) hauler for a 30-minute interview during a Special Called Work Session. The Mayor and Council will determine the date for this meeting at a later time.

BIDDER'S GENERAL QUALIFICATIONS:

All Bidders must submit, with the bid, written evidence of Bidder's qualifications to perform the work covered by the Contract Documents, and other documentation called for in Article 8 of the Instructions to Bidders.

BID EXPIRATION:

Bid shall remain valid and shall not be subject to withdrawal for a period of sixty (60) calendar days after the Bid opening, except as provided in the Instructions to Bidders.

AWARD, WAIVER, AND REJECTION OF BIDS:

All portions of the Bid Form must be completed in full. The contract will be awarded pursuant to the requirements of applicable state and federal laws and regulations. To the extent permitted by such laws and regulations, the City reserves the right to reject any or all bids, to waive any formality or irregularity in any bid received, and to accept the bid deemed by it to be in the best interest of the City of Snellville.

DEFINITIONS:

Terms used in the "Invitation to Bid" which are defined in the Bidding Documents shall have the meanings assigned to them by the Bidding Documents.

By: _____

Date: _____

Name: _____

END
INVITATION TO BID

INSTRUCTIONS TO BIDDERS

BID DATE: January 5, 2025

PROJECT: Operation of Commercial and Residential Solid Waste and Recycling Services
Within the City Limits of Snellville, Georgia.

PROJECT NO: PW260206

1. The complete Bid Document Package will include the following documents as outlined below:

1. Invitation to Bid
2. Instructions to Bidders
3. General Information
4. Bid Form
5. Contract Agreement
6. Contractor Affidavit and Agreement
7. Contractor Verification Form
8. Non-Collusion Affidavit
9. Attachment "A" – Solid Waste Management Ordinance for the City of Snellville
10. Attachment "B" – Current City Route Map
11. Attachment "C" – City of Snellville Bid Evaluation Rubric

DEFINED TERMS

- 1.1 Certain additional terms used in these Instructions to Bidders have the meanings indicated below.
 - 1.1.1 The term "City" means the City of Snellville, Georgia.
 - 1.1.2 The term "Bidder" means one who submits a bid directly to the City as distinct from a sub-bidder, who submits a bid to the Bidder.
 - 1.1.3 The term "Successful Bidder" means Bidder to whom the City (on the basis of the City's evaluation as hereinafter provided) makes an award.
 - 1.1.4 The term "Bidding Documents" includes the Invitation to Bid, Instructions to Bidders, the Bid Form, Contract Agreement (including all addenda issued prior to receipt of bids), Contractor Affidavit and Agreement, Contractor Verification Form, Non-Collusion Affidavit, and other items specified in Section 9.4.

2. COPIES OF BIDDING DOCUMENTS

- 2.1 Bid documents may be obtained on the City website at www.snellville.org under the Bid Information tab, or from Snellville City Hall located at 2342 Oak Road, Snellville, Georgia 30078, or by contacting Melisa Arnold, City Clerk at (770)-985-3503.
- 2.2 Complete sets of Bidding Documents must be used in preparing bids. The City assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 The City, in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining bids for the work and do not confer a license or grant for any other use.
- 2.4 Any part of the Bidding Documents may be modified by addenda.

3. PRE-BID CONFERENCE

- 3.1 A mandatory pre-bid conference is scheduled for 2:00 p.m. on Thursday, January 15, 2025 in Conference Room 145 of the Snellville City Hall. All interested bidders are required to attend. Questions regarding bids should be directed in writing to Melisa Arnold, City Clerk, at marnold@snellville.org, no later than 5:00 p.m. on Friday, January 30, 2026.
- 3.2 The Pre-Bid Conference is a requirement of eligibility to submit a bid. Following the Pre-Bid Conference and in keeping with stipulations referenced earlier, the City will transmit via email to all prospective Bidders of record such addenda as the City considers necessary in response to questions arising at the conference and other eligible and timely questions conforming with requirements set forth in the Invitation to Bid. Oral statements may not be relied upon and will not be binding or legally effective.

4. QUALIFICATIONS OF BIDDERS

- 4.1 Bidders may submit bids solely for residential waste, commercial waste, or both and may submit a joint bid with another company, in the Bidder's discretion. Bidder must define any subcontractors or suppliers roles and duties.
- 4.2 The City may make any investigations deemed necessary to determine the Bidder's ability to perform the work, and the Bidder shall furnish all information and data requested by the City. Nothing herein will prohibit the City from reserving the right to reject any bid from any Bidder that the City considers not properly qualified to carry out contract obligations or able to satisfactorily complete the work on schedule.

5. EXAMINATION OF BID DOCUMENTS

- 5.1 It is the responsibility of each Bidder before submitting a bid:
 - 5.1.1 To examine thoroughly the Contract Agreement and other related data identified in the Bidding Documents (including any "technical data" referred to below);
 - 5.1.2 To consider federal, state, and local laws and regulations that may affect cost, progress, performance or furnishing of the work; and
 - 5.1.3 To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data.
- 5.2 The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the bid is premised upon performing and furnishing the work required by the Contract Agreement and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Agreement, that Bidder has given City written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Agreement and the written resolutions thereof by City is acceptable to Bidder, and that the Contract Agreement are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work.

6. INTERPRETATIONS AND ADDENDA

- 6.1 All questions about the meaning or intent of the Bidding Documents are to be directed in writing to the City no later than 5:00 p.m. on Friday, January 30, 2026.
- 6.2 Interpretations or clarifications considered necessary by the City in response to such questions will be issued by addenda and distributed via email to all parties recorded by the City as having received the Bidding Documents.
- 6.3 Questions received after the deadline will not be answered.
- 6.4 Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 6.5 Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.
- 6.6 Addenda will be sent via email to all parties recorded by the City as having received the Bidding Documents.

7. SUBCONTRACTORS AND SUPPLIERS

7.1 Please note that the Successful Bidder may use a subcontractor, so long as the subcontractor is approved by the City. The City may ask for additional information regarding any potential subcontractor.

8. BID FORM

8.1 The Bid Form is included with the Bidding Documents which is accompanied by the Contract Agreement. The Contract Agreement should be fully completed and returned with the bid as part of the Bidding Documents.

8.2 All blanks on the Bid Form must be completed by printing in black ink.

8.3 Bids by corporations must be executed in the corporate name by the President or a Vice-President (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested to in accordance with state law and corporate by-laws. The corporate address and State of incorporation must be shown below the signature. The person signing a Bid for a corporation must include with the Bid the Authority to Execute Bid and Agreement as evidence of the person's authority to bind the corporation.

8.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature. Proof of proper registration with the State of Georgia must be provided. If requested, the persons signing a bid for a partnership must produce satisfactory evidence of the person's authority to bind the partnership.

8.5 All names must be typed or printed in black ink below the signature.

8.6 The bid must contain an acknowledgment of receipt of all addenda (the numbers of which must be filled in on the Bid Form).

8.7 The address and telephone numbers for phone and email communications regarding the bid must be shown.

9. SUBMISSION OF BIDS

9.1 Bids must be submitted at or before the time and at the place indicated in the Invitation to Bid and must be submitted in an opaque sealed envelope. The envelope must be marked on the exterior: "SEALED BID for *Operation of Commercial and Residential Solid Waste and Recycling Services Within the City Limits of Snellville, Georgia – PW260206*"

9.2 The envelope must show the Bid Number and due date listed in the Invitation to Bid. The envelope must contain the bid, the name and address of the Bidder, and other required documents. If the Bid is sent through the mail or other delivery

system, the sealed envelope must be enclosed in a separate envelope with the notation "SEALED BID ENVELOPE ENCLOSED" on the face thereof.

- 9.3 Bidders must submit one (1) original and two (2) copies of the Bidding Documents to include: Invitation to Bid, Instructions to Bidders, Bid Form, Contract Agreement, Contractor Affidavit and Agreement, Contractor Verification Form, Non-Collusion Affidavit, and other items specified in Section 9.4.
- 9.4 Each Bidder must also submit the following information with their bids:
 - 9.4.1 If the Bidder is a corporation, evidence that the corporation is properly registered with the State of Georgia in accordance with the laws of the State of Georgia.
 - 9.4.2 List other names of corporations which bidder may have operated under in the past five (5) years.
 - 9.4.3 Authority to Execute Bid and Agreement (as stated in paragraph 8.3 of these Instructions to Bidders).
 - 9.4.4 Certificates of insurance for existing coverage. If current insurance coverage does not comply with that specified in the Contract Agreement, a statement issued by the Bidder's insurance carrier shall also be submitted with the bid, giving evidence that the additional insurance will be provided if the Bidder is awarded the contract.
 - 9.4.5 Any current local government refuse contracts.
 - 9.4.6 Qualifications and experience for proposed key personnel who will be assigned to the city's account.
 - 9.4.7 Number of customers served.
 - 9.4.8 The company's overall driver safety records.
 - 9.4.9 The following information regarding any termination of any contract, or nonrenewal of a contract when there was an option to do so, within the past 10 years: other party to the contract, date of termination, the reason for the termination, any other information Bidder deems appropriate.
 - 9.4.10 Any known pending litigation against the company.
- 9.5 If more than one bid is received for the same contract from an individual, firm, partnership, corporation or association, under the same or different names, none of such bids will be considered. Reasonable grounds for believing that any Bidder has an interest in more than one bid for the same contract will cause the rejection of all such bids in which the Bidder is interested.

10. MODIFICATION AND WITHDRAWAL OF BIDS

- 10.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so; and, in case signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a bid will not prejudice the rights of a Bidder to submit a new bid prior to the bid date and time. After expiration of the period for receiving bids, no bid may be withdrawn or modified.
- 10.2 If, within twenty-four (24) hours after bids are opened, any Bidder files a duly signed, written notice with City and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its bid, that Bidder may withdraw its bid and the bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the work to be provided under the contract agreement.

11. OPENING OF BIDS

- 11.1 After the time for receipt of bids has passed, each submitted bid package will be opened by the City Clerk and select staff at 2:05 p.m. on Friday, February 6, 2026 in Conference Room 145 of the Snellville City Hall. An initial bid tabulation documenting the bid opening and listing bidders will be available upon request on the next business day following the date of the bid opening or available for viewing on our website at www.snellville.org.

12. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 12.1 All bids will remain subject to acceptance for the period stated in the Invitation to Bid, but the City may, in its sole discretion, release any prior to that date.
- 12.2 Extensions of time when bids will remain open beyond the stated period will be made only by mutual agreement between the City and the Successful Bidder.

13. AWARD OF CONTRACT

- 13.1 To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced or conditional bids and to reject the bid of any Bidder if the City believes that it would not be in the best interest of the City to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. The City also reserves the right to waive all informalities not involving price, time or changes in the work and to negotiate contract terms with the successful Bidder.

- 13.2 Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 13.3 In evaluating bids, the City will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 13.4 The City may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations proposed for those portions of the work as to which the identity of subcontractors, suppliers, and other persons and organizations must be submitted as discussed in the Instructions to Bidders.
- 13.5 The City may conduct such investigations as the City deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of Bidders, suppliers and other persons and organizations to perform and furnish the work in accordance with the contract agreement to the City's satisfaction within the prescribed time.
- 13.6 As part of the award process, the Mayor and City Council may, in their sole discretion, select more than one (1) hauler for a 30-minute interview during a Special Called Work Session. The Mayor and Council will determine the date for this meeting at a later time.
- 13.7 If the contract is to be awarded, it will be awarded to the most qualified, responsible and responsive Bidder whose evaluation by the City indicates to the City that the award will be in the best interests of the Project. The right is reserved, however to reject any or all bids, or to accept a bid other than the lowest submitted if such action is deemed to be in the best interest of the City.
- 13.8 If the contract is to be awarded, the City will give the successful Bidder a Notice of Award within the time period stated for expiration of bids in the Invitation to Bid.

14. SIGNING OF AGREEMENT

- 14.1 When City gives a Notice of Award to the Successful Bidder, it will be accompanied by two (2) unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen (15) calendar days thereafter Contractor shall execute and deliver all counterparts of the Agreement and attached documents to the City. Within ten (10) calendar days thereafter, the City will deliver one (1) fully executed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of attachments with appropriate identification.

15. HEALTH AND SAFETY

15.1 It shall be at all times the sole responsibility of the successful Bidder to protect the health and monitor the safety of its personnel, subcontractors, the public, and other persons who may be affected by the work and the environment within the limits of the Contractors work area. Throughout the full duration of the work, the Successful Bidder shall comply with all applicable federal, state, county, and local ordinances, and all applicable requirements of the City.

END
INSTRUCTIONS TO BIDDERS

GENERAL INFORMATION FOR BIDDERS

- I. Residential Service – You will be servicing approximately 7,600 residential customers. The majority of the residential customers are single-family detached homes.
- II. Commercial Service – You will be servicing approximately 460 commercial customers.
 - A. The following is a breakdown of the commercial services currently required by our customers:
 - 1) Commercial hand pick-up: Approximately 40
 - 2) Front Load Containers: Approximate Count & Frequency

	1 x week	2 x week	3 x week	4 x week	5 x week	6 x week	TOTAL
2 YARD	125	3					128
4 YARD	67	8	4	1	1		81
6 YARD	37	19	3				59
8 YARD	62	40	31	12	8	13	166

- 3) 8 Yard Cardboard Containers – Approximately 47

Picked up 1 x week 23
Picked up 2 x week 14
Picked up 3 x week 10

- 4) Compactors: 18 - 9 Rent from Hauler
9 Customer Owned

Compactors are generally on a call in basis for service.

- 5) Verti-Pack: Approximate Count:
6 Yard – 1 (customer owned) serviced 1 x week
6 Yard – 1 (customer owned) serviced 5 x week
6 Yard – 1 (customer owned) serviced 6 x week
8 Yard – 1 (customer owned) serviced 1 x week

Verti-Pack Cardboard:
6 yard – 1 (customer owned) serviced 1 x week

- 6) 8 – 2 yard Compactor Dumpsters serviced 2 x week

City containers and services will be provided at no additional charge.

All service must be continued with no route changes and also with no disruption in service. No commercial services shall be rendered within the city limits of the City of Snellville between the hours of 11 p.m. and 6 a.m. and no residential services will be rendered within the city limits of the City of Snellville prior to 6:00 a.m.

The City of Snellville reserves the right to reject any and all bids.

BIDDING DOCUMENTS

Bidders must return the following documents (with required attachments) as part of their bid:

1. Invitation to Bid
2. Instructions to Bidders
3. Bid Form
4. Contract Agreement
5. Contractor Affidavit and Agreement
6. Contractor Verification Form
7. Non-Collusion Affidavit
8. All other documents required under Section 9.4 of the Instructions to Bidders

Note – Failure to return all the required Bidding Documents may result in rejection of the bid.

BID FORM

BID NUMBER:PW260206

BID DATE: February 6, 2025

SUBMITTAL DATE: _____

BY: _____

PROJECT: OPERATION OF COMMERCIAL AND RESIDENTIAL SOLID WASTE AND
RECYCLING SERVICES WITHIN THE CITY LIMITS OF SNELLVILLE,
GEORGIA

THIS BID IS SUBMITTED TO: City of Snellville
2342 Oak Road
Snellville, Georgia 30078
(770) 985-3500

ATTN: Mr. Matthew Pepper, City Manager

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with the City in the form included in the contract documents as written, except as specifically modified, and to perform and furnish all work as specified or indicated in the contract documents for the bid price and within the bid times indicated in this Bid Form and in accordance with the other terms and conditions of the contract documents.
2. Bidder accepts all of the terms and conditions contained in the Bid Document Package, including without limitation those dealing with the City's time for accepting bid and disposition of bid security. This bid will remain subject to acceptance for sixty (60) calendar days after the day of Bid opening. Bidder will sign and deliver three (3) original copies of the Agreement with documents required by the bidding requirements (in the Instructions to Bidders) within fifteen (15) calendar days after the date of the City's Notice of Award.
3. In submitting this bid, Bidder represents, as more fully set forth in the Agreement, that:
 - a) Bidder has examined and carefully studied the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

No. Dated

No. Dated

No. Dated

No. Dated

No. Dated

No. Dated

CONTRACT AGREEMENT

THIS AGREEMENT ("or "Agreement") is entered into as of this _____ day of _____, 2026 by and between **THE CITY OF SNELLVILLE**, a political subdivision of the State of Georgia (the "City"), and _____ (the "Company").

WHEREAS, the City has determined that the public health, safety and well-being require that an exclusive contract be awarded to a qualified Solid Waste enterprise for the collection and recovery of Solid Waste and Recyclables from residential areas and for the collection and recovery of Solid Waste from commercial businesses and industrial businesses in The City of Snellville; and

WHEREAS, the City of Snellville has the exclusive rights and privileges to provide for the proper collection and disposal of solid waste and recyclables for all residential and for the proper collection and disposal of solid waste from all commercial and industrial customers; and

WHEREAS, the parties hereto are mindful of the provisions of the laws governing the safe collection, transport, recycling and disposal of Solid Waste, including, but not limited to, Chapter 391-3-4 of the Georgia Administrative Code, the Resource Conservation and Recovery Act ("RCRA") and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"); and

WHEREAS, the City has not, and, by this Agreement does not, instruct the Company on its collection methods, nor supervise the collection of waste or recyclables; and

WHEREAS, the Company desires to collect and transport for disposal Residential, Commercial and Industrial Solid Waste from the City upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows:

1. **DEFINITIONS** For the purposes of this Agreement, the terms set forth below shall have the following meanings:

- 1.1 **"Affiliate"** shall have the meaning set forth in Rule 12b-2 of the General Rules and Regulations under the Securities and Exchange Act of 1934, as amended.
- 1.2 **"Franchise Agreement"** means this Agreement between the Company and the City, as modified, supplemented or restated in writing from time to time.
- 1.3 **"Approved Container"** or **"Container"** means any container provided to the City, its residents, or businesses by the Company including 95 gallon carts used for the placement, keeping and/or accumulation of Solid Waste which are to be provided by the Company to residents of the City under this Agreement. "Approved Container" also shall mean 2 to 8 cubic yard containers for use at commercial businesses and 10 to 40 cubic yard containers for use at industrial businesses and construction sites.

1.4 “Bulky Waste” means large items of Solid Waste such as appliances, furniture, and other oversize wastes (other than Construction/Demolition Waste, Auto Parts, Dead Animals, and Hazardous Waste).

1.5 “Construction/Demolition Debris” shall have the meaning set forth in the Georgia Administrative Code, Chapter 391-3-4-01(14).

1.6 “Dead Animals” shall mean animals or portions thereof equal to or greater than ten (10) pounds in weight that have died from any cause, except those slaughtered or killed for human use.

1.7 “Effective Date” means 12:01 a.m. on July 1, 2026.

1.8 “Environmental Laws” means all applicable laws, directives, rules, ordinances, codes, guidelines, regulations, governmental, administrative or judicial orders or decrees or other legal requirements of any kind, including, without limitation, common law, whether currently in existence or hereafter promulgated, enacted, adopted or amended, relating to safety, preservation or protection of human health and the environment (including ambient air, surface water, groundwater, land, or subsurface strata) and/or relating to the handling, treatment, transportation or disposal of waste, substances or materials, including, without limitation, any matters related to releases and threatened releases of materials and substances.

1.9 “Force Majeure” means any event relied upon by the Company as justification for delay in or excuse from complying with any obligation required of the Company under this Agreement, including, without limitation: (i) an act of God, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) any act of any federal, state, county or local court, administrative agency or governmental office or body that stays, invalidates, or otherwise similarly affects this Agreement with respect to the disposal and/or transfer of Waste; (iii) the denial, loss, suspension, expiration, termination, failure of renewal or the attainment of any maximum disposal amounts within the applicable time period of any permit, license or other governmental approval required to transport and/or dispose of Waste; (iv) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county, or local law, rule, permit, regulation or ordinance after the Effective Date hereof, applicable to the obligations hereunder, provided, such changes that have a substantial, material and adverse effect on the cost of performing the contractual obligations herein; or (v) a strike or the institution of a legal or administrative action, or similar proceeding, by any person or entity, which delays or prevents any aspect of the transportation and/or disposal of Waste. But, in no event including any act or omission of The Company.

1.10 “Area” shall mean the area within the boundaries of the incorporated areas of The City of Snellville, as they exist as of the Effective Date in addition to future annexations.

1.11 “Garbage” shall have the meaning set forth in the Georgia Administrative Code, Chapter 391-3-4-01(21).

1.12 “Hazardous Materials” means any pollutant, contaminant, hazardous or toxic substance, constituent or material, including, without limitation, petroleum products and their derivatives, or other substances, regulated under or pursuant to any Environmental Laws. The term Hazardous Materials also includes any pollutant, contaminant, hazardous or toxic substance, constituent or material, including, without limitation, petroleum products and their derivatives, or other

substance that is, after the date first written above, deemed hazardous by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

- 1.13 "Hazardous Waste" means any waste regulated under or pursuant to any Environmental Laws, including, but not limited to, any solid waste which has been defined as a hazardous waste in regulations promulgated by the Board of Natural Resources, Chapter 391-3-11 of the Georgia Administrative Code. The term Hazardous Waste also includes Hazardous Materials and any waste that is, after the Effective Date of this Agreement, deemed hazardous by any judicial or governmental entity, board, body or agency having jurisdiction to make that determination. The term "Hazardous Waste" will be construed to have the broader, more encompassing definition where a conflict exists in the definitions employed by two or more governmental entities having concurrent or overlapping jurisdiction over Hazardous Waste.
- 1.14 "Multi-Family Unit" shall mean a dwelling which includes two or more individual living units.
- 1.15 "Recycling" shall have the meaning set forth in the Georgia Administrative Code, Chapter 391-3-4-.01(57).
- 1.16 "Recycling Container" shall mean 18 gallon bins or 65 gallon bins provided to residents upon resident signing up for such recycling service.
- 1.17 "Waste" means all putrescible and non-putrescible solid, semi-solid, and liquid wastes, including residential garbage, trash, refuse, paper, rubbish, ashes, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes.
- 1.18 "Yard Trimmings" shall have the meaning set forth in the Georgia Administrative Code, Chapter 391-3-4-.01(77).

2. GRANT AND ACCEPTANCE OF EXCLUSIVE CONTRACT

The City, being the exclusive provider of solid waste and recycling collection and disposal services, grants to the Company and the Company accepts, for the term of and in accordance with this Agreement (including all extensions or renewals), the exclusive contract to collect all residential solid waste and recyclables, commercial solid waste and industrial solid waste (as hereinafter defined) generated or accumulated within the area for transportation to disposal or processing facilities. The City also grants to the Company the right to operate its waste collection vehicles upon, over and across the present and future public and private streets, roads, alleys, courts, bridges, easements, and all other public and private places located within the present and future incorporated areas of The City of Snellville, Georgia, for the purpose of collecting and transporting solid waste and recyclables pursuant to this Agreement. During the term hereof and any extension The City will not provide, except at the City's Recycling Center and/or through the City's "special pick-up" program, residential solid waste and recycling collection or disposal services and the City will not provide commercial or industrial solid waste collection or disposal services except through The Company.

3. TERM

The initial term of this agreement shall commence on July 1, 2026, and shall remain in full force and effect through and including June 30, 2029 (the "Initial Term"). This Agreement will renew at the end of the initial term unless otherwise notified, by either party, by certified mail 180 days prior to the end of

the initial term. Prior to the end of the Initial Term, this contract may be terminated by the City, without cause, by sending 90 days written notice of the intent to terminate to the Company. This right to terminate may be exercised each year but only during the month of January. The one-time three- year renewal term shall extend the Agreement. Notwithstanding any other provision of this Agreement, the term shall expire on June 30, 2032. All such extensions shall be in writing and signed by both parties. All references herein to the "term" of this Agreement shall be deemed to include the Initial Term and, if applicable, the Renewal Term.

4. **RESIDENTIAL SERVICE**

- 4.1 On each collection day of every week, the Company shall collect residential solid waste from Approved Containers placed at a location that is readily accessible to the Company and its equipment, not to exceed five (5') feet from the curb or edge of the traveled portion of the road ("Curbside"). Customers shall place their Approved Containers at Curbside before 6:00 a.m. on the Collection Day; the Company shall not be obligated to remove Solid Waste from Containers not placed at Curbside by 6:00 a.m. on the Collection Day.
- 4.2 Only waste contained inside the Approved Containers will be collected. No other waste will be collected. Except that the Company will collect from residents typical move-in move-out volumes. Resident will call and schedule a move in move out pick up at least a week in advance. The City will notify the Company and following notification of a move-in move-out; the Company will collect and dispose of the waste material for no more than the one scheduled collection days. Typical move-in move-out waste will consist of packing and unpacking boxes and materials, household waste and bulky items.
- 4.3 Customers must sign up for and request the collection of Recyclable Materials from the City. The Company shall collect Recyclable Materials from each Residential Premises one (1) time per week at curbside. The Customer of the residence shall place only Recyclable Materials in a Company-owned 18-gallon Recycling Bin or a 65-gallon Company-owned cart and shall place the Recycling Bin at Curbside by 6:00 AM on the designated collection day. Company shall not be responsible for collection of Recyclable Materials not placed in a Recycling Bin or cart or not placed in the proper location at curbside. The Company is not required to collect Recyclables Materials mixed with Solid Waste. The Company will allow resident a choice of an 18 gallon recycling bin or a 65 gallon rolling cart for recyclables. Customers will be charged in accordance with applicable fees for recycling. Guidelines governing the recycling services to be provided by the Company under this Paragraph 4 are attached hereto as **Appendix "C"** and incorporated herein by reference. The parties hereto understand that the Company's obligations under this Paragraph 4, besides providing Bins and/or Carts, is to collect Recyclables from Customers who have requested recycle Bins or Carts and to transport such Recyclables to an intermediate processor for Recycling.
- 4.4 Customers of residences may request up to two (2) additional 95-gallon carts for weekly pickup. If occupant requests an additional cart, Contractor invoices the City directly at _____ per month per cart. The City will pass this cost onto the Customer through billing.
- 4.5 A paper lawn waste bag will be used in the collection and disposal of residential yard waste. Yard waste that is not properly secured inside the yard waste bag will not be collected under the terms of this Agreement.

4.6 The Company shall dispose, at its own expense, of all Solid Waste and recyclable materials collected pursuant to this Agreement at a landfill or other waste disposal facility that is fully licensed and appropriately permitted to dispose of such Solid Waste and, to the Company's knowledge, is not in material violation of any Environmental Laws.

4.7 Hazardous Waste, Body Parts, Abandoned Vehicles, Vehicle Parts, Construction Debris and Dead Animals shall not be collected by the Company under the terms of this Agreement.

4.8 When assistance from the Company is requested by a Customer to roll their Approved Container to the Curbside based on there being no occupant of the Customer's household, including the Customer, physically capable of moving the Container to the Curbside, the City will evaluate the request, and if the request is reasonable and supported by the facts the Company shall thereafter collect and return the Container on the regular schedule from the front yard or other location convenient to the Customer ("Pull House Service"). The City may request the resident to provide a Doctor's Certificate indicating the resident's restrictions. The Company shall provide Pull House Service for qualified Customers up to four percent (4%) of the total residential units served.

4.9 The Company shall furnish the City with all statistical data and reports, in a format to be specified by the City, on services rendered under this Agreement, including volume and tonnage of residential solid waste and recyclables collected, required by law to be complied and submitted by the Company to the City on a quarterly basis.

4.10 The Company warrants that it shall provide an adequate number of vehicles, equipment, and labor for the collection and transportation services for which it is responsible under this Agreement. All vehicles used by Company under this Agreement shall be registered with the State of Georgia. Each truck and its attached equipment to include backup vehicles must be inspected and declared roadworthy and safe for the proposed collections. There must be a backup truck for each type of vehicle used to handle the City's service. Each Contractor and Sub-contractor shall be responsible to schedule and keep inspection appointments. All inspection fee and costs associated with these mandatory inspections shall be the responsibility of the Contractor and Sub-contractor. It shall be the sole financial responsibility of each Contractor and Sub-contractor to correct and repair each truck failing inspection. Inspections must be done at a minimum of every other year. Upon any leaking of fluids such as hydraulic, oil etc. immediate action must be taken up to and including pressure washing of streets and parking lots. All vehicles shall be kept in good repair, and shall be uniformly painted. Solid waste collection vehicles shall be washed such that they are maintained in a clean and sanitary condition. The Company's trade name, telephone number and vehicle number shall be visibly displayed on its vehicles. Loads shall be kept completely covered at all times except when material is being loaded or unloaded or when vehicles are in the process of collection. Collection vehicles shall be designed and operated while en route in such a manner as to prevent Solid Waste, including leachate and garbage juice, from leaking, escaping or spilling. Each Company vehicle shall have all legally required safety equipment in functioning order.

4.11 In meeting its obligations under this Agreement, the Company shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

4.12 The Company shall follow all Federal, State, and local laws.

5. RESIDENTIAL RATES

5.1 Residential Fees. The Company shall bill the City \$ _____ per month, for each 95-gallon container for weekly Solid Waste collection (the “Collection Rates”). The Company will supply replacement containers at no additional cost. The Company may select the curbside mixing of solid waste and yard waste if the following procedure takes place; all mixed must go to a gas to energy reclaim landfill. If the mixed waste and yard doesn’t go to the specified landfill, then Yard Waste shall be collected in separate bags as described herein. Bags will be the brown paper bags, of Home Depot, Lowe’s, Ace, etc. type.

5.2 Commercial Hand Pick-Up. The Company will bill commercial and pick-up customers at a rate of \$ _____ per month for once per week collection to include a maximum of one (1) 95-gallon cart. Customers may request an additional 95-gallon cart at an additional rate of \$ _____ per month for once per week collection.

5.3 Rate Adjustments Based on Unforeseen Circumstances. The Company may petition the City for an increase in Collection Rates should unforeseen circumstances arise which materially effect the Company’s costs or revenues under this Agreement including, but not limited to, a Change in Law, or changes in disposal cost or location of disposal site, whether imposed retroactively or prospectively. “Change in Law” as used herein means any amendment to, promulgation of, or change in the interpretation or enforcement of, any federal, state, or local statute, regulation, ordinance, levy, tax, surcharge, toll, fee, or other charge, after the date of this contract, which increases the cost of transportation or disposal of solid waste or the performance of the Company’s obligations under this Agreement. The Company shall promptly notify the City of any requested rate adjustment and identify and document the relevant increase in cost for which a rate adjustment is requested. The City may reasonably request additional specific information from the Company justifying the amount of the adjustment in Collection Rates. The information to be provided by the Company shall include, but not be limited to financial statements, balance sheets, income statements and statements of cash flows (however these documents are denominated by Company). Within thirty (30) days after notice by the Company, the Company and the City shall negotiate in good faith a fair and reasonable rate adjustment to be added to the Collection Rates based on the aforementioned unforeseen circumstances, which adjustments shall be no greater than necessary to pass through the Company’s increased costs or decreased revenues and maintain acceptable margins for the Company. Should the City and the Company fail to reach agreement on a fair and reasonable adjustment within sixty (60) days after a petition made by the Company under this Paragraph, the Company may terminate this Agreement upon 180 days’ written notice to the City.

5.4 Inflation Adjustment. Commencing July 1, 2027, and thereafter upon each anniversary of the Effective Date while this Agreement is in effect, the Company shall be entitled to submit a request for a Collection Rate(s) increase to the Mayor and Council. The Company shall present their petition for a rate increase to the Mayor and Council for their review and action during a normal Council meeting. The percentage increase during the preceding calendar year in the Consumer Price Index (“CPI”) established by the Bureau of Labor Statistics of the United States Department of Labor which is entitled “Consumer Price Index for all Urban Consumers for Other Goods and Services Southeast Regional Office, Atlanta Georgia,” or any appropriate successor Index adopted by said Department, shall be the instrument used to determine the allowable increase in Collection Rates. The term “Collection Rates” as used in this Agreement shall include any and all adjustments made pursuant to this Agreement. Mayor and Council will

give careful and reasonable consideration to any said request made by the Company; however, Mayor and Council retain the authority to deny any such request.

6. **COMMERCIAL SERVICES**

The Company shall provide containers of uniform type and color for the collection of garbage and other refuse from all apartments, condominiums, other multi-family residential units, offices, businesses, industries and establishments other than single family dwellings or duplexes within the City limits, which generate two cubic yards or more of garbage or refuse per week (hereinafter "Commercial Customer") according to the following:

- 6.1 Furnish to Commercial and Industrial Customers operating or carried on within the City limits such commercial garbage and refuse collection service as it is deemed necessary by the customer; except that where necessary to protect the public health, The City shall have the authority to require more frequent collections be made for an appropriate additional payment.
- 6.2 Furnish containers for all Commercial and Industrial Customers which generate two cubic yards or more of garbage and/or refuse per week, which container shall be picked up and emptied at such times as shall insure adequate and sanitary removal services at such locations. These containers shall be numbered indicating size (e.g., 2345 – for 2 yards, 4453 – 4 yards) and a list maintained and given to the City. As changes occur then the list shall be updated and a new copy given to the City.
- 6.3 Keep in good working order all of the containers furnished. Request made by the City or City customer for container repair, replacement shall be provided within five (5) business days from date of request. Emergency requests for repair on any health hazard related issue will be provided immediately.
- 6.4 All multifamily properties and all other residential properties with a central pickup location will be picked up a minimum of two (2) times each week.
- 6.5 Deposit all commercial solid waste collected hereunder at an approved sanitary landfill, which meets all current Federal, State, and local requirements. All commercial recyclables collected hereunder must be taken to the City's approved recycle processing center. All City corrugated cardboard/OCC collected from Front Load containers must be brought to an approved recycling facility and off-loaded for processing and give a rebate not less than \$ _____ per year based on the historic tonnage and value. This rebate is to be paid by check on a quarterly basis and should coincide with the tonnage records for that period.
- 6.6 All garbage, trash and other refuse required to be collected by the Company shall be placed in containers by Commercial and Industrial Customers. Containers shall not be overloaded to the extent that the top lids cannot be fully closed.
- 6.7 All routing and scheduling of trucks used for the pickup of garbage and refuse from containers shall be left to the discretion of the Company, but shall be reasonably and equally spaced during each week and shall promote maximum efficiency of operation consistent with service to the customers. In the event of routing changes, the customers and City will be given no less than 30 days' notice of the intended changes.

6.8 The City will take such steps as necessary to insure that all containers shall be freely accessible to the Company and not blocked or placed in unsafe locations for the pickup operation.

6.9 The Company will be allowed to begin routes at any time of the day or night except that the Company shall not provide service to commercial or industrial customers prior to 6:00 a.m. where there are residents within 200 feet of the commercial or industrial customer, and no service shall take place at Snellville Pavilion located at 2059 Scenic Highway before 7:00 a.m. any day of the week.

6.10 The Company shall reimburse the City for billing paper, envelopes, and postage for commercial billing. The Company shall not bill the City for customers placed on stop service.

6.11 The Company shall furnish the City with all statistical data and reports on services rendered under this Agreement, including volume and tonnage of solid waste and recyclables collected, required by law to be complied and submitted by the Company to the City on a quarterly basis and in a format to be specified by the City.

7. **COLLECTION FEES – COMMERCIAL**

7.1 All Commercial and Industrial Customers within the City using containerized service shall be billed to the City by the Company in amounts not to exceed those set forth as follows:

Commercial Fees (Effective July 1, 2026)

Size	1x	2x	3x	4x	5x	6x
2-Yard	\$	\$	\$	\$	\$	\$
4-Yard	\$	\$	\$	\$	\$	\$
6-Yard	\$	\$	\$	\$	\$	\$
8-Yard	\$	\$	\$	\$	\$	\$

Extra dumpster pick-ups (excluding Vertipaks) will be billed at \$ _____ per yard.

Any requests for extra dumpster pickups called into the Company by 3 p.m. shall be picked up the next day.

Size	Monthly Rental	Cost per Pick-up
4-Yard Vertipak	\$	\$
6-Yard Vertipak	\$	\$
8-Yard Vertipak	\$	\$

Extra Vertipak dumpster pick-ups will be billed at \$ _____ per yard.

Any requests for extra Vertipak pickups called into the Company by 11 a.m. shall be picked up same day.

Installation of Locking Mechanism \$ _____ (one-time fee)

Compactor Pressure Washing Fee \$ _____

Front Load Trip Charge \$ _____

The Company shall provide the City a franchise fee discount equal to 7.5% of all Commercial solid waste revenues billed by the Company to the City. The City shall deduct the 7.5% discount from the Company's invoice prior to remitting payment.

Commercial Recycling (Effective July 1, 2026)

Size	Monthly Rental	Cost per Pick-up
4-Yard Cardboard Vertipak	\$ _____	\$ _____
6-Yard Cardboard Vertipak	\$ _____	\$ _____
8-Yard Cardboard Vertipak	\$ _____	\$ _____

Extra Vertipak cardboard dumpster pick-ups will be billed at \$ _____ per yard.

1 pick-up per week/65-gallon poly-cart or 18-gallon bin \$ _____ per month
1 pick-up per week/8 yard FEL OCC container \$ _____ per month
2 times per week/8 yard FEL OCC container \$ _____ per month
3 times per week/8 yard FEL OCC container \$ _____ per month

Compactor Service (Effective July 1, 2026)

Per haul pricing includes disposal

	Per Haul Charge	Per Month Rental Charge	*Overload Charge Per Ton
Self-Contained Compactor 30 Cubic Yard	\$ _____	\$ _____	\$ _____
** Two (2) Cubic Yard Stationary Compactor & 40 Cubic Yard Receiver Container	\$ _____	\$ _____	\$ _____
40-Yard Receiver Container for Customer-Owned Compactors	\$ _____	\$ _____	\$ _____

*Overload charge for weights over 6 tons \$ _____ per ton.

No Load/Trip Charge \$ _____

**Price includes standard hopper, guides, and installation. Customer must provide 10'x40' concrete pad and 3-phase power run to a disconnect box

7.2 Any charges above the stated charges for pre-compact material and for rental of compactors and compactor containers shall be negotiated directly between the Company and the Customer involved. The fees for compactor and compactor containers are based on standard 2 cubic yard

stationary and 30 cubic yard self-contained equipment. Additional cost may occur depending on application and installation.

7.3 The Company will bill the City for each Commercial and Industrial Customer on a monthly basis.

8. **FRANCHISE FEES**

The Company shall provide the City franchise a fee discount equal to 7.5% of the total commercial and industrial solid waste revenues billed by the Company to the City. The City shall deduct the 7.5% discount from the Company's invoice prior to remitting payment.

9. **CITY SERVICES**

The Company shall provide the following services to the City at no cost:

Front End Load Services

Location	Size & Frequency	Rate
City Center	8yd/1 per week	No charge
Police Department	8yd/2 per week	No charge
Public Works	8yd/2 per week	No charge
Recycling Center	8yd/1 per week	No charge
Parks Department	4-8yd/2wk	No charge

Additional pulls that may be necessary from time to time shall be done on an on-call basis and the company is expected to respond to the request within 24 hours or the next business day at no additional charge. Seasonal increases may also be required if necessary at no additional charge.

Recycle Center Services

Container	Haul Rate	Disposal Charge	Container Type	Approximate Pull Frequency	Landfill (Yes or No)
2 - 40yd Open Tops	\$ _____	\$ _____ per ton	Junk	2 per week	Yes
1 - 40yd Open Top	No Charge	No Charge	Newspaper/Mixed Paper	1 per month	No
3 - 40yd Open Tops	No Charge	No Charge	Cardboard	4 per week	No
1 - 30yd Open Top	No Charge	No Charge	Overflow	For site only/no hauls	No
3 - 30yd Open Tops	No Charge	No Charge	Glass	2 per month	No
1 - 40yd Open Top	No Charge	No Charge	Plastics #1	2 per month	No
1- 40yd Open Top	No Charge	No Charge	Plastics #2	2 per month	No

Frequency of pulls is based on need. Additional pulls that may be necessary from time to time shall be done on an on-call basis, and the Company is expected to respond to the request within 24 hours or the next business day at no additional charge. Each container may go more or less frequently depending on need and time of the year.

Special Services

There will need to be up to 20 20-yard open tops (hauled once) furnished to the City over the course of a year for use at various special events. The container is expected within 48 hours of request for delivery and then picked up the day after the event

Any number of events exceeding 20 in a calendar year, the Company will charge \$ _____ for the container.

The City may request for a 20-yard container to be placed in a neighborhood or area of town for the purpose of a community clean up day. The container is expected within 48 hours of request for delivery and then picked up the day after the event. The Company will charge \$ _____ for the container.

10. NEWLY DEVELOPED, ANNEXED AREAS AND NEW SERVICE

Each new household/residential dwelling unit or business in the Area shall be provided service by the Company as soon as the Customer or the City requests service. The City shall notify the Company as requests for service are received, in writing, of the address of each household or other residential dwelling unit and Customer, including Multi-Family Units, added to incorporated Snellville and the date Solid Waste collection service is to begin.

11. HOURS AND DAYS OF OPERATION

The Company agrees that, in order to protect the peace and quiet of residents the collection of Residential Solid Waste hereunder shall not begin before 6:00 a.m. The Company may change with prior City approval, the Collection Day and/or schedule of collections by notifying each residential customer in writing and by placing an ad in the local newspapers one month prior to any such change, clearly depicting the new day of pickup for each area of the City.

12. HOLIDAYS AND OTHER CHANGES TO SCHEDULE

When it becomes necessary to alter or delay the normal collection schedule due to holidays, inclement weather or a change in landfill schedule, the Company shall first notify the City as soon as possible of the change or delay in collection and provide necessary backup equipment and personnel to assure once weekly pickup to all residents continues on the changed weekday or time. The Company will notify the City by February 1 for each year of the Holidays where services will be delayed or changed.

13. TITLE TO WASTE

The Company shall accept title to municipal solid waste as defined by the Environmental Protection Division of the Georgia Department of Natural Resources upon collection and placement into the Company's vehicles. Upon collection, all solid waste will become the Company's responsibility until it is deposited in an approved sanitary landfill or other approved disposal facilities.

14. INDEMNIFICATION

The Company agrees to indemnify and save harmless the *City of Snellville and the Mayor and the Council, including individual Council Members, employees, officers, appointed officials and agents,* from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and costs and expenses incidental thereto (including cost of defense, settlement, court cost and reasonable attorneys' fees and expert witness and consultation fees), caused by or resulting from (i) any negligent, reckless or willful act or omission of the Company, its agents or employees in connection with collection services rendered under this Agreement, (ii) a breach by the Company of any of the covenants, agreements, representations, or warranties of the Company set forth in this Agreement, (iii) the failure of the Company to take all necessary precautions to prevent accidents or injuries to persons or property in connection with services rendered by the Company under this Agreement, or (iv) any act, omission, or neglect by the Company, its agents or employees in the performance of this Agreement.

15. INSURANCE

The Company shall maintain at all times during the term of this Agreement, the following insurance coverage:

(a)	Workers Compensation	Statutory
(b)	Employer's Liability	\$1,000,000
(c)	Bodily Injury Liability (Except Automotive)	\$1,000,000 occurrence \$2,000,000 aggregate
(d)	Property Damage Liability (Except Automotive)	\$1,000,000 occurrence \$2,000,000 aggregate
(e)	Automobile Bodily Injury Liability	\$1,000,000 each person \$1,000,000 each occurrence
(f)	Automobile Property Damage	\$1,000,000 each occurrence
(g)	Excess Umbrella Liability	\$5,000,000 each occurrence

The above coverage may be provided by the Company's parent or other Affiliate. All such insurance policies shall provide that they shall not be canceled and no material changes in coverage shall be made without thirty (30) days' prior written notice to the City. The City and Council shall be named additional insureds under the Company's insurance policies.

16. SECURITY FOR PERFORMANCE

The proposal shall be accompanied by a letter from a corporate surety satisfactory to the City stating that a Performance Bond will be furnished by it to the person submitting the Proposal in the event it is the successful proposer. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of the Power of Attorney attached thereto.

The successful proposer will be required to furnish a Performance Bond as security for the faithful performance of the contract. Said Performance Bond must be in the amount of \$3,000,000. The bonds shall be on a form approved by the City Attorney.

Premium for the bonds described above shall be paid by the proposer. A certificate from the surety showing that the bond premiums are paid in full shall accompany the executed contract.

The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Georgia.

17. **PUBLIC ACCESS TO COMPANY**

- 18.1 **Office Hours.** The Company's office hours shall be, at a minimum, weekdays from 8:00 a.m. to 5:00 p.m. The Company shall maintain a local phone number. A representative of the Company shall be available during office hours for communication with the public at the Company's local principal office. The Company shall also provide the City with an emergency telephone number for use during other than normal business hours. The Company shall have a representative or answering service available at said after-hours telephone number during all hours other than normal office hours.
- 18.2 **Service Complaints.** All service related complaints shall be made directly to the Company within normal business hours of 8:00 a.m. through 5:00 p.m. The Company agrees to, within 24 hours or next business day following the date on which such complaint is received, handle missed pick-ups on the same day, if reported by 12:00 p.m. The Company shall keep a record of all complaints received by mail, by telephone or in person (including date, name, and address of complainant, nature of complaint and disposition of the same). Such records shall be transmitted to the City upon request.
- 18.3 **Communications to Public.** The Company shall work in conjunction with the City in significant ongoing efforts to educate the public regarding solid waste reduction, including, but not limited to, recycling and composting. In this regard, the Company shall pay for printing and postage expenses for two (2) mail outs to all City sanitation customers per year.

18. **FORCE MAJEURE**

It is mutually understood and agreed that the Company shall be relieved of its obligations under this Agreement during any event of Force Majeure or any other event beyond the control of the Company rendering impossible its performance under this Agreement or materially and adversely altering the Company's obligations under this Agreement, or the costs of performing the same; provided, however, that the Company must make a reasonable, good faith effort to settle strikes or other labor disputes, and shall make reasonable efforts to resume service as soon as possible after an act of God rendering performance impossible, such as an earthquake, major storm event, or other catastrophe.

19. **PERMITS, LICENSES AND TAXES**

The Company shall obtain and maintain all licenses and permits (other than the license and permit granted by this Agreement) required to perform its obligations under this Agreement, and shall pay all state and local taxes when due. Company shall also be LEEDS certified and shall maintain services and permits to comply with LEEDS certification requests for all customers.

20. **TERMINATION**

- 21.1 **Material Breach of Agreement.** Either party hereto may terminate this Agreement upon (i) any material breach or default of any representation or warranty of the other party hereto set forth in this Agreement upon written notice and such breach or default remaining uncured at the end of thirty (30) days, unless such breach or default cannot be cured in such time and the party is

undertaking reasonable, good faith efforts to cure the same, in which case an additional thirty (30) days shall be allowed to cure such breach or default prior to any rights of termination, or (ii) any breach or default of any covenant or agreement of the other party hereto set forth in this Agreement upon written notice and such breach or default remaining uncured at the end of thirty (30) days, unless such breach or default cannot be cured in such time and the breaching party is undertaking reasonable, good faith efforts to cure the same, in which case an additional thirty (30) days shall be allowed to cure such breach or default prior to any rights of termination. If the period for cure shall expire, and the breach remains uncured, the Agreement shall terminate immediately upon written notice to the breaching party.

21.2 **Events of Insolvency.** The Company shall be deemed in material breach of this Agreement upon (i) being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (ii) being or becoming a party to a voluntary or involuntary bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the Company under the laws of any jurisdiction, which proceeding, if involuntary in nature, has not been dismissed within sixty (60) days, or (iii) taking any action approving of, consenting to, or acquiescing in, any such proceeding, or (iv) being a party to the levy of any distress, execution or attachment upon the property of the Company which shall substantially interfere with the Company's performance hereunder. In the event of the Company being or becoming insolvent or bankrupt, the Company shall (i) assume or reject this Agreement within sixty (60) days after the order for relief; (ii) promptly cure any failure to perform its obligations or any event of default arising under this Agreement for reasons other than the event set forth in this paragraph; and (iii) provide adequate assurance of future performance under this Agreement under 11 U.S.C. Section 365(b)(1)(c), or any successor provision of the Federal Bankruptcy Code.

21.3 **Other Terminations.** If Company's services are terminated by another governmental agency, the Company must provide notice of such termination within 10 days. The City shall have 15 days to investigate the circumstances of such termination. The City, in its sole discretion, may terminate this Agreement within 30 days of receipt of such notice.

22 **NOTICE**

All notices or other communications required or permitted to be given hereunder shall be in writing and shall be sent by facsimile, overnight delivery or registered or certified United States mail, return receipt requested, properly addressed as follows:

To the Company: _____

To the City Manager: **The City of Snellville**
2342 Oak Road
Snellville, GA 30078
Fax: 770-985-3525

With a copy to: **The City of Snellville**

**Public Works Director
2491 Marigold Road
Snellville, GA 30078
Fax: 770-985-3542**

With a copy to:

**The City of Snellville
City Clerk
2342 Oak Road
Snellville, GA 30078**

23 TRANSFER OR ASSIGNMENT

This Agreement, and the rights and privileges granted to the parties hereto pursuant to this Agreement, shall be binding upon and inure to the benefit of the successors and assigns of such parties hereto; provided, however, that no party hereto may transfer or assign (whether by operation of law, merger or otherwise) this Agreement, or its rights or obligations under this Agreement, without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld. Should the City not consent to a request made by the Company to transfer or assign this Agreement, the Company may terminate this Agreement upon 180 days' written notice.

24 COMPLIANCE WITH LAWS

The Company shall comply in all material respects with all Environmental Laws and all other Federal, State of Georgia and local laws, directives, rules, ordinances, codes, guidelines, and regulations governing its business and the services to be provided by the Company under this Agreement.

24.1 Compliance with the Georgia Security and Immigration Compliance Act of 2006

24.1.1 The Company shall comply in all material respects with the requirements of OCGA §13-10-91 and the requirements of Georgia Administrative Code § 300-10-1-.01, et seq.

24.1.2 In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance OCGA 13-10-90, et seq., Company must warrant that Company has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees, and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01, et seq.

24.1.3. Company warrants that Company has included a provision similar to this section in all written agreements with any subcontractors engaged to perform services under this Contract.

24.1.4 The Company shall execute the necessary affidavits in a form substantially similar to that shown in Georgia Administrative Code § 300-10-1-.07 (attached hereto as Appendix C) to prove that it has complied with the requirements of OCGA § 13-10-91 and Georgia Administrative Code § 300-10-1-.02. Thereafter in the event that the Company employs or contracts with any subcontractors it will secure from such subcontractors an affidavit attesting to the subcontractors' compliance with OCGA § 13-10-91 and Georgia Administrative Code § 300-10-1-.02 in a form

substantially similar to that found in Georgia Administrative Code § 300-10-1-.08 (attached hereto as Appendix D).

24.1.5 The Company shall maintain the records of proof of compliance with this provision for inspection by the City at any time. The affidavits required by this provision shall become part of the Company's agreement with the City.

25 **MISCELLANEOUS**

The parties hereby agree from time to time to execute and deliver such further and other transfers, assignments and documents and do all matters and things which may be convenient or necessary to more effectively and completely carry out the intentions of this Agreement. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

This Agreement shall be governed by the laws of the State of Georgia. If The City is required to bring any legal action or other proceeding for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, The City shall be entitled to recover reasonable attorneys' fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that action or proceeding, in addition to any other relief to which may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by its attorney to the City.

The failure of either party at any time or times to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof and each may at any time demand strict and complete performance by the other of said terms, covenants and conditions.

If any provision of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

Any and all notices and communications which are required or permitted to be given or made under and pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed or emailed to the appropriate party.

The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only by a writing signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought and making specific reference to this Agreement.

This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and among such parties.

26 FORUM SELECTION

The Parties to this agreement voluntarily submit themselves to the jurisdiction of the Superior Court of Gwinnett County for the resolution of any disputes concerning the Agreement and any related services and hereby waive all right to raise the defenses of jurisdiction and venue with respect to this waiver.

27 BILLING AND RECORDS INFORMATION

For purposes of billing residential, industrial, construction, and commercial customers, Company shall provide information and records on or before the 7th day of the month following the month in which the service is delivered. These records shall include, but not be limited to, all information necessary for the City to bill customers pursuant to paragraphs 6, 7, 8, 13, and 17. The information required by this paragraph currently includes alphabetical listing by City customer name with address, service date, service description, tonnage, extra pickups special charges and regular service fee with any proration for the month.

The Company shall provide individual commercial customer weight tickets upon request.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in three counterparts, each of which shall be deemed an original agreement, all as of the date first above written.

THE CITY:
CITY OF SNELLVILLE

(SEAL)
ATTEST: _____
City Clerk

BY: _____
Mayor of Snellville

COMPANY: _____

(SEAL)
ATTEST: _____

BY: _____

APPENDIX “A”

RESIDENTIAL YARD WASTE COLLECTION GUIDELINES

1. Yard debris, such as grass clippings, leaves, small branches and shrubbery clippings must be placed inside a yard bag in order for collection to occur.
2. Larger limbs and branches must be bundled in 4 ft. lengths, no larger bundle than 6 inches in diameter and weigh less than 50 pounds and placed inside a yard bag.
3. Yard waste will be collected weekly.
4. All yard debris must be taken to City-approved operational gas to energy reclaim landfill.

APPENDIX “B”

RESIDENTIAL SOLID WASTE “BULKY COLLECTION” GUIDELINES

1. Bulky items including, but not limited to furniture, ranges, washers, sofas, car seats, play equipment, chairs, tables, and other large items, which cannot reasonably be placed in a 95-gallon bin, will be collected at the curbside along with regular household garbage each collection day. Customers will be limited to two (2) items per weekly pickup. The City requires that customers call the Public Works office prior to their collection day to schedule the items for pick up. The Public Works office will then notify the Company.
2. All bulky items must be placed at curbside by 6:00 a.m. on the day of pick-up.
3. The following items will not be included in the bulky collection service: tires, batteries, yard debris, construction materials, propane tanks, windows and sliding glass doors, pool tables, safes, trampolines, mirrors and panes of glass, swing sets, pianos, any items too heavy or awkward that they cannot be safely lifted, and any other items deemed as unfit for bulky collection by the City in agreement with the Company.

APPENDIX "C"

RESIDENTIAL CURBSIDE RECYCLING COLLECTION GUIDELINES

1. All items must be placed at Curbside by 6:00 A.M. on the day of pick-up.
2. Materials to be collected through the City's Residential Curbside Recycling Collection Program:
 - Aluminum, Steel Food, and Beverage Containers
 - Aluminum Baking Tins
 - #1 Plastic Soda and Water Bottles
 - #2 Plastic Milk Jugs, Juice Bottles, and other Rigid Containers
 - #3-7 Plastic Bottles and Containers
 - Cardboard boxes (broken down)
 - Soda, Beer, and Other Drink Box Cartons
 - Kraft paper (Grocery and lunch bags)
 - Shoe, Cereal, Tissue, and Other Packaging Boxes
 - Paper towel cores
 - Tissue paper cores
 - All Junk Mail
 - Newspaper and Inserts
 - Mixed Paper (Calendars, School and Computer Paper, Envelopes, Old Greeting Cards, and Other Forms)
 - Phone Books
 - Catalogs
 - Paper Back Books
 - Magazines
4. Material does not need to be separated. However, they must be free of food residue and rinsed thoroughly before placing in the bin for collection.
5. Material mixed with household waste will not be collected.
6. Items that will not be accepted through the City's Residential Curbside Recycling Collection Program:
 - Paint Cans
 - Aerosol Cans
 - Pie Tins
 - Glass
 - Plastic wrap/grocery bags
 - Antifreeze bottles
 - Motor Oil cans
 - Bleach Bottles
 - Styrofoam
 - Facial Tissue
 - Tissue Paper
 - Paper Towels
 - Flower Pots
 - Aluminum Foil
 - Food Paper wraps
 - Window Panes

Electronics
Bio Medical Waste and Containers
Tires
Food Waste
Electronic Cases
Construction Debris and Materials
Auto Parts
Liquid
Garden Hose
Batteries
Chemicals or Containers
Cables
Metal Furniture
Wood
Compressed Gas Cylinders
Ammunition/Firearms
Hazardous Waste/Containers

Any other items deemed as unrecyclable by the City of Snellville.

7. The Company shall collect commingled Recyclables only from the approved Bin(s). No other materials will be collected.

- b) Bidder has given the City written notice concerning conflicts, errors, or discrepancies discovered in Bid Document Package and written resolution by the City is acceptable to Bidder.
- c) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.

By: _____

Date: _____

Name: _____

(THIS SPACE IS INTENTIONALLY LEFT BLANK)

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Snellville has registered with and is participating in a federal work authorization program* [any of the electronic verification or work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Snellville, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Snellville at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20 _____

Notary Public

My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(End of Form)

CONTRACTOR VERIFICATION

City of Snellville Contract No. _____

Part I. This contract is for the physical performance of services where more than three (3) persons are employed on the City of Snellville contract.

Check one: Yes _____ No _____

If "Yes" is checked, complete Part II. If "No" is checked skip Part II, sign and date.

Part II. This will affirm that within the previous 12-month period

_____ (name of contractor) and its
subcontractors have conducted a verification of the social security numbers of all employees who
will perform work on this City contract to ensure that unauthorized aliens will not be employed.
All documents and records of this verification process shall be retained for period of three (3)
years following completion of the contract.

By: Contractor Representative

Date

Printed Name

Printed Title

Signature

NON-COLLUSION AFFIDAVIT

For: _____

Bid Date: _____

State of _____

County of _____

being first duly sworn, deposes and says that:

- (1) Signer is the [Owner, Partner, Officer, Representative or Agent] (circle one) of _____, the Bidder that has submitted the attached Bid.
- (2) Signer is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this signer, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against City of Snellville, or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any other of its agents, representatives, owners, employees or parties in interests, including this affidavit.

Subscribed and sworn to before me

BY: _____
(Signature)

this _____ day of _____, 20 ____.

(Title)

My commission expires _____.

ATTACHMENT 'A'

**SOLID WASTE MANAGEMENT ORDINANCE FOR THE CITY
OF SNELLVILLE**

PW260206

Chapter 46 SOLID WASTES¹

ARTICLE I. IN GENERAL

Sec. 46-1. Definitions.

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

Ashes means the residue from the burning of wood, coal, coke or other combustible materials.

Bin means a specially furnished plastic recycling container.

Franchisee means the vendor hired by the city or such vendor's successors or assigns.

Garbage means putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

Garbage cart means a plastic wheeled receptacle designed to hold household refuse and of a size suitable for the needs of a person.

Haul-off service means a service wherein a third party provides a container for solid waste on a temporary basis which is later removed by the third party for disposal elsewhere. For the purposes of this chapter of the Code of Ordinances, container shall include open-top and roll-off dumpsters and three cubic yard "bagster" or similar type bag, but shall not include front-load dumpsters.

Prescribed container includes, but is not limited to, garbage carts, recycling bins, bags, boxes or garbage cans.

Prescribed identification means a blue Snellville trash bag purchased from the Snellville Public Works Department, or any other marker which the Snellville Public Works Department's website specifically lists as an approved prescribed identification.

Recovered materials means those materials which have a known use, reuse or recycling potential, can be feasibly used, reused or recycled, and have been diverted or removed from the

¹Cross reference(s)—Environment, ch. 26; noise control on sanitation pickup, § 26-192; health and sanitation, ch. 34; litter control in parks, § 42-5; utilities, ch. 62; buildings and building regulations, app. A, ch. 300 et seq.

State law reference(s)—Georgia Comprehensive Solid Waste Management Act, O.C.G.A. § 12-8-20 et seq.; yard trimmings disposal restrictions, O.C.G.A. § 12-8-40.2; Litter Control Law, O.C.G.A. § 16-7-40 et seq.; solid waste management education program, establishment of Georgia Clean and Beautiful Advisory Committee and Interagency Council on Solid Waste Management, O.C.G.A. § 50-8-7.3; authorization to provide garbage and solid waste collection and disposal, Ga. Const. art. IX, § II, ¶ III(a)(2).

solid waste stream for sale, use, reuse or recycling, whether or not subsequent separation and processing is required.

Recovered materials processing facility means a facility engaged solely in the storage, processing and resale or reuse of recovered materials. Such term 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.

Recyclable items means, but is not limited to, glass, cardboard, oil, aluminum, paper, metal, newspaper, magazines and plastic.

Refuse means all putrescible and nonputrescible solid wastes, except body wastes, including garbage, rubbish, ashes, street cleanings, dead animals and solid market and industrial wastes.

Rubbish means nonputrescible solid wastes, excluding ashes, consisting of both combustible and noncombustible wastes, such as paper, cardboard, tin cans, yard clippings, wood, glass, bedding, crockery and similar materials.

Solid waste means discarded putrescible and nonputrescible waste, except water-carried body waste and recovered materials, and shall include garbage; rubbish, such as paper, cartons, boxes, wood, tree branches, yard trimmings, furniture and appliances, metal, tin cans, glass, crockery or dunnage; ashes; street refuse; dead animals; sewage sludges; animal manures; industrial waste, such as waste materials generated in industrial operations; residue from solid waste thermal treatment technology; food processing waste; demolition waste; abandoned automobiles; dredging waste; construction waste; and any other waste material in a solid, semisolid or liquid state not otherwise defined in this section.

Yard trimmings means nonputrescible solid wastes consisting of, but not limited to, shrub clippings, weeds, grass, leaves, limbs, trees and similar materials.

(Ord. of 3-16-1998, § 12-102; Ord. No. 2013-03, § 1, 2-25-2013; Ord. No. 2018-08, § 1, 7-9-2018)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 46-2. Franchise for collection.

The city grants to the franchisee the exclusive right and privilege to operate and maintain a refuse collection service in, upon, along, across, above and over the streets, alleys, public ways and public places in the city. All refuse accumulated in the city shall be collected, conveyed and disposed of by the franchisee, and no other person shall collect, convey over any of the streets or alleys of the city or dispose of any refuse accumulated in the city. The city shall have exclusive control over the disposition of all recyclable items collected by the franchisee. The franchisee shall bear the costs related to the disposition of all recyclable items collected by the franchisee with the city retaining any proceeds received from their disposition except as otherwise provided for in this Code. Said franchise shall not apply to haul-off services provided on a temporary basis as defined in section 46-1.

(Ord. of 3-16-1998, § 12-103; Ord. No. 2018-08, § 1, 7-9-2018)

Sec. 46-3. General supervision by franchisee.

All refuse, recyclables and yard trimmings accumulated in the city shall be collected, conveyed and disposed of by the franchisee except as otherwise provided in this Code. The franchisee shall have the authority to recommend regulations concerning precollection practices, the days of collection, type and location of waste and recycling containers, and such other matters pertaining to the collection, conveyance and disposal of such items as it shall find necessary, and to recommend changes and modifications to such regulations, provided that such regulations are not valid without the consent of the mayor and city council.

(Ord. of 3-16-1998, § 12-104(1))

Sec. 46-4. Fees and charges.

Fees and charges for special services provided under this chapter shall be as set forth in the schedule of fees and charges on file in the office of the city clerk. The fees for standard residential weekly collection of refuse and recyclables, as specified in this chapter, and the process of how those fees will be billed are to be set by resolution of the mayor and council and shall be set forth in the schedule of fees and charges on file in the office of the city clerk.

(Ord. of 3-16-1998, §§ 12-107(1)–(3); Ord. of 10-18-1999, §§ 12-107(g)(3), (5); Ord. of 4-22-2000, § 12-107(2); Ord. No. 2013-03, § 2, 2-25-2013; Ord. No. 2025-12, § 1, 6-9-2025)

Sec. 46-5. Precollection practices.

It shall be the duty of the occupant or owner of any premises to keep items pending collection and disposal, as follows:

- (1) All refuse, recyclables and all yard trimmings shall be free from liquid and placed in prescribed containers for collection.
- (2) Small sticks, hedge clippings and small brush shall be placed in approved City of Snellville yard waste bags or containers.
- (3) Tree branches and heavy brush (not to exceed two inches in diameter or four feet in length) shall be stacked in armload compact piles on the parkway in front of the residence adjoining the curb, but such piles shall not extend into the street. Such piles shall not be placed in prescribed containers but must have prescribed identification attached.
- (4) Rocks, bricks, dirt, tires, paint, batteries and animal waste shall not be collected.
- (5) All prescribed containers shall be kept clean and free of accumulated waste and shall be treated, if necessary, by the homeowner, with an effective insecticide to prevent a nuisance.
- (6) Each homeowner shall prevent the continued, excessive and unsightly accumulation of refuse, recyclable items and yard trimmings upon the property occupied by him or public thoroughfares adjoining his property.

- (7) It shall be a violation of this chapter to place or cause to be placed in any prescribed container for collection any acid, explosive material, flammable liquids, hazardous waste or dangerous or corrosive material of any kind.
- (8) Bulk items (e.g., furniture, non-freon appliances and mattresses) may be placed at the curb with the attachment of three pieces of prescribed identification attached to each item.
- (9) Commercial waste generated from the conduct of business or commercial enterprise carried on from a residential unit will not be collected except on a special fee basis.
- (10) Ashes shall be placed and maintained in separate containers. It will be the responsibility of the customer to ascertain that all ashes are cool and that no hot coals remain.
- (11) Only prescribed containers for refuse, recyclable items and yard trimmings shall be placed at the curb. Other items which are placed at the curb must have three pieces of prescribed identification attached to each bulk item.
- (12) Refuse, recyclables and yard trimmings shall be put out for collection by 7:00 a.m. on pickup days but shall not be placed in front of the residence more than 24 hours prior to the regularly scheduled pickup time. Garbage carts and recycling bins shall not be left in front of the residence more than 24 hours following the regularly scheduled pickup time. The garbage carts and recycling bins shall then be stored or placed only in the side or rear yard, inside enclosed structures or where they are otherwise not visible from the street. Townhome or condo units with a common wall or walls bordering the adjacent unit, which are unable to store refuse bins and carts in rear yard or enclosed structure due to lack of exterior access, must store garbage carts and recycling bins as close to the townhome or condo unit as possible.
- (13) Residential property owners shall not dispose of refuse, recyclable items or yard trimmings from other residences. Two families shall not share service at one residence.
- (14) No person may remove any refuse, recyclable items or yard trimmings from any container in the possession of another person without the express permission from the owner of such container.
- (15) All recyclable items shall be free of liquid, rinsed and have the tops removed. Plastic items shall be flattened. Paper products shall be stacked and kept dry.
- (16) The generator of recyclable items not included in the city's solid waste franchise agreement which have not been discarded or commingled with solid waste retains ownership of those items until the generator thereof donates or sells such items to another person. Such generator shall not be required to convey, donate or sell such items to the franchisee. Any recovered materials processing facility shall have the right to receive, purchase, accept and transport such items from such generator, buy-back center or drop box.
- (17) No prescribed container, except garbage carts, shall weigh more than 50 pounds.

Nothing contained in this section is intended in any manner either to limit the ability of any person from collecting the recyclable items from their household and disposing of those recyclable items in any lawful manner or to abrogate the rights of any person in the city from conducting an in-house recycling program.

(Ord. of 3-16-1998, § 12-105(1); Ord. No. 2013-03, § 5, 2-25-2013; Ord. No. 2018-08, § 1, 7-9-2018)

Editor's note(s)—Section 3 of Ord. No. 2013-03, adopted Feb. 25, 2013 deleted former § 46-5 entitled "Deposit fees" which derived from: Ord. of Mar. 16, 1998, § 12-107(4); and Ord. of Jan. 17, 2000.

Sec. 46-6. Responsibility and maintenance of containers.

- (a) Prescribed residential and commercial refuse containers shall be provided by the franchisee and constructed according to the franchisee's specifications within parameters agreeable to the city. All prescribed containers shall be maintained in a good condition by the franchisee. Any container that does not conform to the provisions of this chapter, or that may have ragged or sharp edges or any other defect liable to hamper or injure the customer or person collecting the contents thereof, shall be promptly replaced or repaired by the franchisee upon notice. Any person who abuses or willfully damages any prescribed container shall be held liable for the cost of the repair or replacement of such container and/or denied service. The franchisee shall clean or replace commercial containers upon request by the city.
- (b) Haul-off service containers, as defined in section 46-1, shall be provided by the haul-off service and are subject to the following:
 - (1) All haul-off containers shall be constructed within parameters agreeable to the City of Snellville Department of Planning and Development.
 - (2) All haul-off containers shall be maintained in a good condition by the haul-off service. Any container that does not conform to the provisions of this chapter, or that may have ragged or sharp edges or any other defect liable to hamper or injure the customer or person collecting the contents thereof, shall be promptly replaced or repaired by the haul-off service upon notice. The haul-off service shall clean or replace haul-off containers upon request by the city.
 - (3) When possible, haul-off service containers shall be placed on the driveway or other hard-surfaced area and located at least five feet from the side property line and ten feet from any public or private street and may not be placed in the street or block any sidewalk or placed where it can obstruct or diminish a motor operator's view of other vehicles, bicycle or pedestrian ways, or placed in a manner that obstructs any fire hydrant.
 - (4) Haul-off service containers shall not be permitted within a required landscape area; buffer area; areas that are considered environmentally sensitive; within any drainage easement; or on top of a septic tank or septic system drain field.

(5) The area around the haul-off container shall be kept free of debris and litter and shall be in strict compliance with the refuse provisions of the city's property maintenance code.

(Ord. of 3-16-1998, § 12-105(2)(a); Ord. No. 2018-08, § 1, 7-9-2018)

Editor's note(s)—Section 4 of Ord. No. 2013-03, adopted Feb. 25, 2013 deleted former § 46-6 entitled "Returned check service charge" which derived from: Ord. of Mar. 16, 1998, § 12-107.

Sec. 46-7. Residential garbage bags.

All refuse placed in residential garbage carts must be in plastic garbage bags durable enough to withstand splitting or tearing under normal use.

(Ord. of 3-16-1998, § 12-105(2)(c))

Sec. 46-8. Storing of refuse in public places; depositing in water.

(a) No person shall place any refuse, recyclable items or yard trimmings in any street, alley or other public place in the city without such items being in proper containers for collection or under express approval by the franchisee.

(b) No person shall throw or deposit any refuse, recyclable items or yard trimmings in any stream or other body of water.

(Ord. of 3-16-1998, § 12-105(3)(a))

Cross reference(s)—Streets, sidewalks and public places, ch. 50.

Sec. 46-9. Unauthorized accumulation.

Any unauthorized accumulation of refuse, recyclable items or yard trimmings on any premises is declared to be a nuisance and is prohibited. Failure to remove any existing accumulation of refuse within 30 days after notice to do so shall be deemed a violation of this chapter.

(Ord. of 3-16-1998, § 12-105(3)(a)(1))

Sec. 46-10. Scattering of refuse onto public property.

No person shall cast, place, sweep or deposit anywhere within the city any refuse, recyclable items or yard trimmings in such a manner that such material may be carried or deposited by the elements upon any street, sidewalk, alley, sewer, parkway or other public place or onto any occupied premises within the city.

(Ord. of 3-16-1998, § 12-105(3)(a)(2))

Cross reference(s)—Streets, sidewalks and public places, ch. 50.

Sec. 46-11. Scattering of refuse by animals or elements; spilling by franchisee.

- (a) When a resident of the city places his refuse, recyclable items or yard trimmings at the curb, and it is subsequently scattered by animals or the elements, the resident shall clean up the debris.
- (b) When the franchisee spills or scatters refuse, recyclable items or yard trimmings during the collection process, it shall be the responsibility of the franchisee to clean up the debris.

(Ord. of 3-16-1998, § 12-105(3)(b))

Cross reference(s)—Animals, ch. 14.

Sec. 46-12. Unauthorized use of commercial dumpsters.

No person shall place any refuse, recyclable items or yard trimmings in any commercial dumpster in the city unless the refuse, recyclable items or yard trimmings in question have been generated by the commercial customer or its agent who actually pays for the dumpster.

(Ord. of 3-16-1998, § 12-105(3)(c))

Sec. 46-13. Points of collection by franchisee.

Prescribed containers for household garbage, recyclable items and yard trimmings shall be placed for collection within three feet of the curb adjoining the residence, but shall not be placed in or extend into the street or beyond the curb. An exception may be made when the public works department is notified that physical limitations prevent a person from taking the refuse, recyclable items and yard trimmings to the curb. In the case of a residence in which no person is physically able to take the refuse, recyclable items and yard trimmings to the curb, that person may be allowed to place the prescribed containers near the house in the driveway, but only after written application and approval by the public works department. The public works department shall have full discretion to determine such allowances.

(Ord. of 3-16-1998, § 12-105(4); Ord. No. 2013-03, § 6, 2-25-2013)

Sec. 46-14. Residential collection.

- (a) Refuse, recyclable items and yard trimmings accumulated by residents shall be collected from the curb once each week. Refuse and recyclable items will be collected on the same day each week.
- (b) The franchisee shall collect the contents of the prescribed containers for refuse, recyclables and yard trimmings from each residence during a collection period. The customer may make special arrangements for the franchisee to pick up reasonable amounts of refuse and recyclables, in addition to those kept in the prescribed containers, by receiving approval from the public works department. The franchisee will pick up reasonable additional

amounts of refuse and recyclables for two consecutive weeks following the date the public works department approves the customer's request.

- (c) All refuse and rubbish shall meet all federal and state requirements for disposal in a sanitary landfill.
- (d) The list of recyclable items which may be picked up at the curb by the franchisee shall be consistent with any agreement approved by the city council between the city and franchisee. A current list of recyclable items will be available in the city clerk's office and on the city web site.
- (e) Yard trimmings shall be picked up on a call-in basis only and shall not be mixed with refuse for pickup at the curb. Such trimmings shall be contained in official City of Snellville-approved yard waste bags, or marked with prescribed identification.
- (f) Notwithstanding any other provision of this chapter or any other ordinance to the contrary, in order to obtain a residential building permit, the applicant for such permit must execute a solid waste disclosure form from the city, and establish a sanitation account for the collection and removal of all construction debris and other solid waste generated during the construction period.

(Ord. of 3-16-1998, § 12-106(1); Ord. No. 2013-03, § 7, 2-25-2013)

Sec. 46-15. Commercial collection.

- (a) Notwithstanding any other provision of this chapter or any other ordinance to the contrary, in order to obtain a business license, the applicant for such license must execute and maintain a solid waste disclosure form from the city.
- (b) Notwithstanding any other provision of this chapter or any other ordinance to the contrary, in order to obtain a commercial building permit, the applicant for such permit must execute a solid waste disclosure form from the city and shall be required to establish, maintain, and keep current a commercial sanitation account.
- (c) Frequency, time and place of collection for commercial entities shall be determined by the public works department in accordance with its ability to provide the service and the particular needs of each commercial entity. Hotels, restaurants and such other businesses and institutions as it is deemed necessary may enter into an agreement for a greater frequency of collections. Where it is necessary to protect the public health, the mayor and city council shall have the authority to require that more frequent collections be made.
- (d) A maximum of six tons (or the specified amount consistent with any agreement approved by the city council between the city and franchisee) will be hauled in roll-off containers. Forty-yard containers will not be available for construction. Overloading will be the responsibility of the user. Any damage to the equipment, containers or trucks owned by the franchisee due to improper loading, as to type of material, loading to one side or overloading, will be the responsibility of the user.

- (e) Off-loading will be the responsibility of the user. Damage to trees, shrubs, underground water lines, sewer lines, gas lines, driveways, pavement, etc., at the site, will be the responsibility of the user.
- (f) Refuse and rubbish shall meet all federal and state requirements for disposal in a sanitary landfill. Any refuse or rubbish which may require other than the routine method for disposal will be priced individually.
- (g) Neither the city, nor the franchisee shall be held responsible for items left in commercial refuse container enclosures or near commercial refuse containers.
- (h) There shall be no collections before 6:00 a.m. or after 11:00 p.m.

(Ord. of 3-16-1998, § 12-106(2); Ord. No. 2013-03, § 8, 2-25-2013)

Sec. 46-16. Holidays.

The franchisee shall not make collections on the holidays of New Year's Day, Thanksgiving and Christmas. If such a holiday is also a usual collection day, those persons affected will receive service that week on a revised schedule agreeable to the city and the franchisee. Commercial container collections may be made at other than usual times on holidays.

(Ord. of 3-16-1998, § 12-106(3))

Sec. 46-17. Severe weather.

In case of severe weather conditions, including ice storms, the franchisee and the city shall not be bound to:

- (1) Regular route schedules; and
- (2) Collect extraordinary amounts of tree limbs and rubbish resulting from such weather conditions;

The rules and regulations regarding precollection practices shall continue to apply.

(Ord. of 3-16-1998, § 12-106(4))

Sec. 46-18. Recycling services.

Comprehensive recycling services will be provided to all persons, including, but not limited to, commercial establishments. All industrial, commercial and institutional properties may establish programs for the reduction of solid waste generated on their properties subject to approval by the city.

(Ord. of 3-16-1998, § 12-104(2, 3))

Sec. 46-19. Recycling center.

There shall be established the Snellville Recycling Center operated by the city.

(Ord. of 3-16-1998, § 12-111)

Sec. 46-20. Violation; penalty.

Any person convicted of violating any of the provisions of this chapter shall be punished as provided in section 1-11.

(Ord. of 3-16-1998, § 12-110)

Secs. 46-21—46-55. Reserved.

ARTICLE II. LITTER CONTROL

DIVISION 1. GENERALLY

Sec. 46-56. General provisions.

- (a) *Purpose and intent.* The purpose of this article is to protect the public health, safety, environment, and general welfare through the regulation and prevention of litter. The objectives of this article are:
 - (1) Provide for uniform prohibition throughout the city of any and all littering on public or private property; and
 - (2) Prevent the desecration of the beauty and quality of life of the city and prevent harm to the public health, safety, environment, and general welfare, including the degradation of water and aquatic resources caused by litter.
- (b) *Applicability.* This article shall apply to all public and private property within the city.
- (c) *Compatibility with other regulations.* This article is not intended to interfere with, abrogate, or annul any other ordinance, rule or regulation, statute, or other provision of law. The requirements of this article should be considered minimum requirements, and where any provision of this article imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, whichever provisions are more restrictive or impose higher protective standards for human health or the environment shall be considered to take precedence.
- (d) *Severability.* If the provisions of any article, section, subsection, paragraph, subdivision or clause of this article shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this article.
- (e) *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Aircraft means any contrivance invented, used or designed for navigation or for flight in the air. The term shall include helicopters and lighter-than-air dirigibles and balloons.

Construction site means any private or public property upon which repairs to existing buildings, construction of new buildings or demolition of existing structures is taking place.

Litter means any organic or inorganic waste material, any animal excrement or feces, rubbish, refuse, garbage, trash, hulls, peelings, debris, grass, weeds, ashes, sand, gravel, slag, brickbats, metal, plastic, and glass containers, broken glass, dead animals or intentionally or unintentionally discarded materials of every kind and description which are not "waste" as such term is defined in O.C.G.A. § 16-7-51(6). For purposes of animal excrement or feces, the owner of record of the animal and/or any adult in the possession or control of the animal at the time of the littering shall bear the responsibility of any violation.

Loading and unloading docks means any dock space or area used by any moving vehicle for the purpose of receiving, shipping and transporting goods, wares, commodities and persons located on or adjacent to any stream, river or land.

Private premises means all property, including, but not limited to, vacant land or any land, building or other structure designed or used for residential, commercial, business, industrial, institutional or religious purposes, together with any yard, grounds, walk, driveway, fence, porch, steps, vestibule, mailbox and other structure appurtenant thereto.

Public place means any and all streets, sidewalks, boulevards, alleys or other public ways, lakes, rivers, watercourses or fountains, and any and all public parks, squares, spaces, grounds and buildings.

Public receptacle means any receptacle provided by or authorized by the city.

Unsolicited advertising material means any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, booklet, donation bag or any other printed matter or literature which is not delivered by the United States Postal Service.

Vehicle means every device in, upon or by which any person or property is or may be transported or drawn upon land or water, including devices used exclusively upon stationary rails or tracks.

(Code 1977, § 31-121(1); Ord. of 6-28-2004(3); Ord. No. 2014-05, 6-9-2014; Ord. No. 2019-05, § 1, 4-22-2019)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 46-57. Prohibition against littering public or private property or waters.

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

- (1) The property is designated by the state or by any of its agencies or political subdivisions for the disposal of such litter, and such person is authorized by the proper public authority to use such property;

(2) The litter is placed into a receptacle or container installed on such property.
(Code 1977, § 31-121(2); Ord. of 6-28-2004(3))

Sec. 46-58. Prevention of scattering.

Persons placing litter in public receptacles or in authorized private receptacles shall do so in such a manner as to prevent such litter from being carried or deposited by the elements upon any public place or private premises.

(Code 1977, § 31-121(3))

Sec. 46-59. Upsetting or tampering with receptacles.

It shall be unlawful for any person to upset or tamper with a public or private receptacle designed or used for the deposit of litter or cause or permit the contents of such receptacle to be deposited or strewn in or upon any public place or private premises.

(Code 1977, § 31-121(4))

Sec. 46-60. Sidewalks and alleys.

Persons owning, occupying or in control of any public place or private premises shall keep the sidewalks and alleys adjacent thereto free of litter, and shall maintain such receptacles as may be required by this chapter.

(Code 1977, § 31-121(5))

Cross reference(s)—Streets, sidewalks and public places, ch. 50.

Sec. 46-61. Private premises.

(a) The owner or person in control of any private premises shall at all times maintain such premises free of litter.

(b) The owner or person in control of any private premises shall maintain authorized private receptacles for collection in such a manner that litter will be prevented from being carried or deposited by the elements upon any public place or private premises.

(Code 1977, § 31-121(6))

Sec. 46-62. Vehicles.

(a) It shall be unlawful for any person, while the operator of or passenger in a vehicle, to deposit litter upon any public place or private premises.

(b) It shall be unlawful for any person to drive or move any truck or other vehicle within the city unless such vehicle is so constructed or loaded as to prevent any load, contents or litter from being blown or deposited upon any public place or private premises. No person shall

drive or move any vehicle or truck within the city, the wheels or tires of which carry onto or deposit in any public place or private premises, mud, dirt, sticky substances, litter or foreign matter of any kind.

(Code 1977, § 31-121(7))

Cross reference(s)—Traffic and vehicles, ch. 58.

Sec. 46-63. Aircraft.

No person in an aircraft shall throw out, drop or deposit any litter within the city.

(Code 1977, § 31-121(8))

Sec. 46-64. Posting of notices.

No person shall post or affix any notice, poster or other paper or device, calculated to attract the attention of the public, upon any public place or private premises, except as may be authorized or required by law.

(Code 1977, § 31-121(10))

Sec. 46-65. Construction sites.

- (a) Each contractor shall be responsible for the job site in such a manner that litter will be prevented from being carried or deposited by the elements upon any public place or private premises.
- (b) Litter or other debris, including dirt and mud, deposited as the result of the normal construction process upon any public place or private premises, shall be removed.

(Code 1977, § 31-121(11))

Cross reference(s)—Buildings and building regulations, app. A, ch. 300 et seq.

Sec. 46-66. Loading and unloading docks.

The person owning, operating or in control of a loading or unloading dock shall maintain authorized private receptacles for collection of litter, and shall at all times maintain the dock area free of litter in such a manner that litter will be prevented from being carried or deposited by the elements upon any public place or private premises.

(Code 1977, § 31-121(12))

Sec. 46-67. Violations, enforcement and penalties.

- (a) *Violations.* It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this article. Any person who has violated or continues to violate the provisions of this article, may be subject to the enforcement actions outlined in

this section or may be restrained by injunction or otherwise sentenced in a manner provided by law.

(b) *Evidence.*

- (1) Whenever litter is thrown, deposited, dropped or dumped from any motor vehicle, boat, airplane, or other conveyance in violation of this article, it shall be *prima facie* evidence that the operator of the conveyance has violated this article.
- (2) Except as provided in subsection (b)(1), whenever any litter which is dumped, deposited, thrown or left on public or private property in violation of this article is discovered to contain any article or articles, including but not limited to, letters, bills, publications or other writing which display the name of the person thereon in such a manner as to indicate that the article belongs or belonged to such person, it shall be a rebuttable presumption that such person has violated this article.

(c) *Penalties.* Any person who violates this article shall be guilty of a violation and, upon conviction thereof, shall be punished as follows:

- (1) By a fine of not less than \$200.00 and not more than \$1,000.00; and
- (2) In addition to the fine set out in subsection (1) above, the violator shall reimburse the city for the reasonable cost of removing the litter when the litter is removed or is ordered to be removed by the city; and
- (3) a. In the sound discretion of the court, the person may be directed to pick up and remove from any public street or highway or public right-of-way for a distance not to exceed one mile any litter he has deposited and any and all litter deposited thereon by anyone else prior to the date of execution of sentence; or
b. In the sound discretion of the court, the person may be directed to pick up and remove any and all litter from any public property, private right-of-way, or with prior permission of the legal owner or tenant in lawful possession of such property, any private property upon which it can be established by competent evidence that he has deposited litter. Pick up and removal shall include any and all litter deposited thereon by anyone prior to the date of execution of sentence; and
- (4) The court may publish the names of persons convicted of violating this article.

(d) *Enforcement.* All law enforcement agencies, officers and officials of this state or any political subdivision thereof, or any enforcement agency, officer or any official of any commission of this state or any political subdivision thereof, are hereby authorized, empowered and directed to enforce compliance with this article.

(Ord. of 6-28-2004(3))

Secs. 46-68—46-88. Reserved.

DIVISION 2. LITTERING BY UNSOLICITED ADVERTISING²

Sec. 46-89. Public places.

It shall be unlawful for any person to deposit any unsolicited advertising materials in or upon any public place; provided, however, that it shall not be unlawful on any public place for any person to hand out or distribute, without charge to the receiver, any advertising materials to any person willing to accept such advertising material.

(Ord. No. 2019-05, § 2, 4-22-2109)

Cross reference(s)—Streets, sidewalks and public places, ch. 50.

Sec. 46-90. Private places.

It shall be unlawful for any person to deposit or distribute any unsolicited advertising material in or upon any private premises, including mailboxes and their supports except by handing or transmitting such advertising material directly to the occupant of such private premises.

(Ord. No. 2019-05, § 2, 4-22-2109)

Sec. 46-91. Exemption for subscribed or requested materials or material sent lawfully through the United States mail.

The restrictions of this division shall not apply to the distribution upon private premises of advertising materials under the following circumstances:

- (1) Materials subscribed to or requested by the occupants of the private residence;
- (2) Materials distributed for political campaigns;
- (3) Materials distributed by government or public schools;
- (4) Non-profit organizations registered with the Secretary of State of the State of Georgia; and
- (5) Materials which are lawfully delivered through the United States mail.

Notwithstanding any of the aforementioned exemptions, no materials shall be placed on private property in such a manner as to allow the materials to be blown, carried away by the

²Editor's note(s)—Ord. No. 2019-05, § 2, adopted Apr. 22, 2019, amended div. 2 in its entirety to read as herein set out. Former div. 2, §§ 46-89—46-93, was entitled "Handbills," and derived from Code 1977, §§ 31-121(9)(a)—(9)(d).

elements, or deposited on any public place including streets, road rights-of-way or adjoining private premises. Furthermore, no materials shall be attached to a mailbox used for distribution of United States mail in violation of federal law and no materials may be delivered by leaving the material on the ground unprotected or in plastic bags.

(Ord. No. 2019-05, § 2, 4-22-2109)

Sec. 46-92. Placing on vehicles.

It shall be unlawful for any person to deposit any unsolicited advertising material in or upon any vehicle unless the occupant of such vehicle is willing to accept the advertising.

(Ord. No. 2019-05, § 2, 4-22-2109)

Cross reference(s)—Traffic and vehicles, ch. 58.

Sec. 46-93. Violations, enforcement and penalties.

- (a) *Violations.* It shall be unlawful for any person, organization, affiliated group or corporation to violate any provision of this ordinance, to fail to comply with any of the requirements of this division or for any person or supervisory personnel of such organization, affiliated group or corporation to direct any other person to conduct an activity which would result in a violation of this division. Any person, organization, affiliated group or corporation who has violated, continues to violate or directs another to perform an activity which violates this division may be subject to the enforcement actions outlined in this section or may be restrained by injunction or otherwise sentenced in a manner provided by law.
- (b) *Evidence.*
 - (1) Whenever unsolicited advertising material is thrown, deposited, attached, dropped, or otherwise placed upon private property, it shall be *prima facie* evidence that the person placing such material has violated this division.
 - (2) Whenever any unsolicited advertising material which is thrown, deposited, attached, dropped, or otherwise placed upon private property in violation of this division is discovered to display the name of the person, organization, affiliated group or corporation distributing the advertising, it shall be a rebuttable presumption that such person, organization, affiliated group or corporation has violated this division.
- (c) *Penalties.* Any person, organization, affiliated group or corporation who violates this division or directs another to conduct an activity which violates this division shall be guilty of a violation and, upon conviction thereof, shall be punished as follows:
 - (1) By a fine of not less than \$200.00 and not more than \$1,000.00 per occurrence; and
 - (2) In addition to the fine set out in subsection (c)(1) above, the violator shall reimburse the city for the reasonable cost of removing the unsolicited advertising material when the material is removed or is ordered to be removed by the city; and

- (3) a. In the sound discretion of the court, the person, organization, affiliated group or corporation may be directed to pick up and remove from any public street or highway or public right-of-way for a distance not to exceed one mile any unsolicited advertising material it has deposited or directed to be deposited and any and all unsolicited advertising material deposited thereon by anyone else prior to the date of execution of sentence; or
 - b. In the sound discretion of the court, the person, organization, affiliated group or corporation may be directed to pick up and remove any and all unsolicited advertising material from any public property, private right-of-way, or with prior permission of the legal owner or tenant in lawful possession of such property, any private property upon which it can be established by competent evidence that he has deposited litter. Pick up and removal shall include any and all unsolicited advertising material deposited thereon by anyone prior to the date of execution of sentence.
- (4) The court may publish the names of persons, organization, affiliated group and corporation convicted of violating this division.

(d) *Enforcement.* All law enforcement agencies, officers and officials of this state or any political subdivision thereof, or any enforcement agency, officer or any official of any commission of this state or any political subdivision thereof, are hereby authorized, empowered and directed to enforce compliance with this division.

(Ord. No. 2019-05, § 2, 4-22-2109)

Secs. 46-94—46-115. Reserved.

ATTACHMENT 'B'

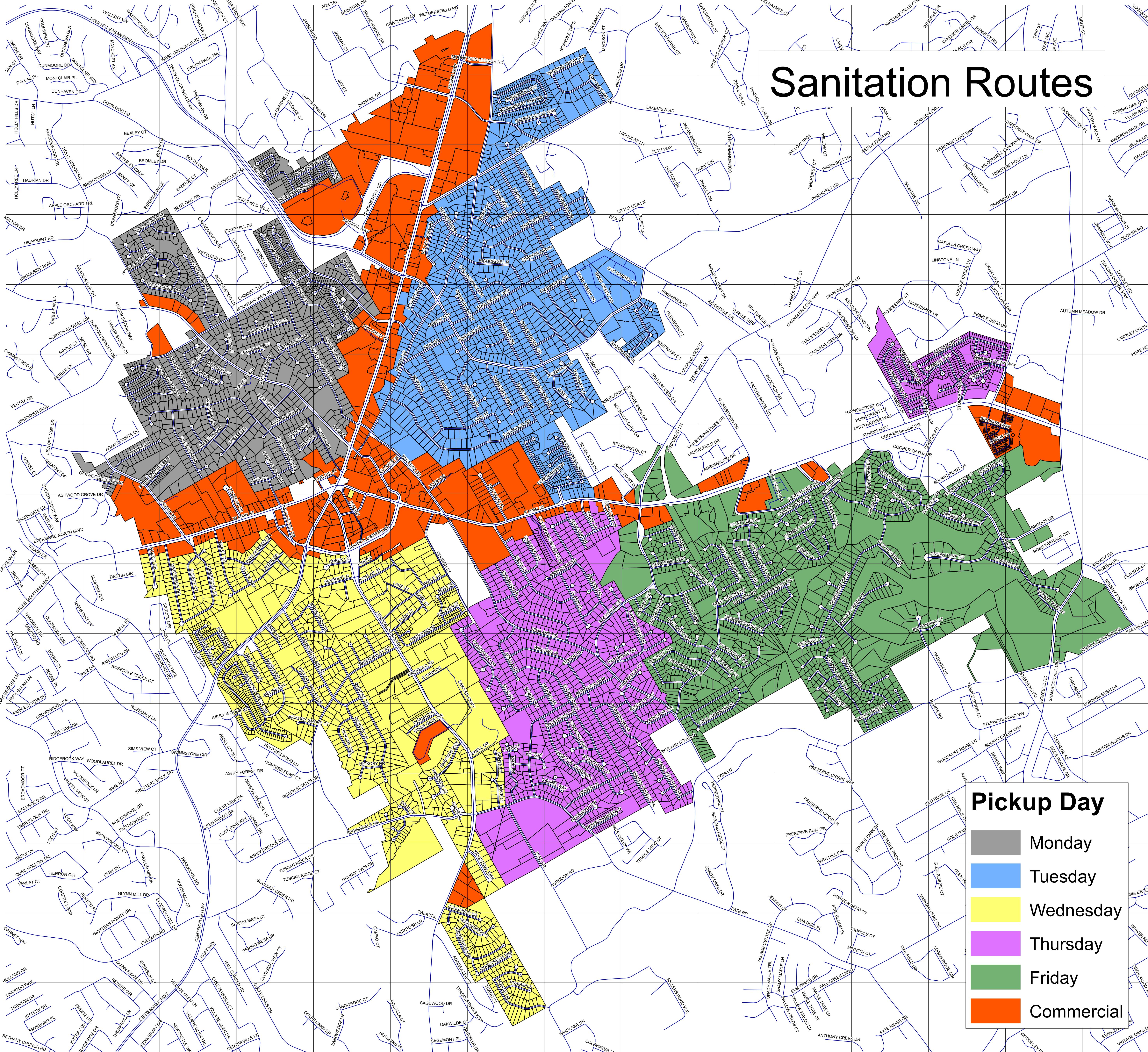
CURRENT CITY ROUTE MAP

PW260206

A B C D E F G H I J K L M N O

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Sanitation Routes



Pickup Day

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Commercial

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HIDDEN FOREST DR.	H10,H11,I11,I12
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HICKORY STATION CIRCLE	G7,H7
HICKORY STATION DR	C8
HICKORY STATION DR	E10,E11,E12
HICKORY VALLEY DRIVE	D10,I11
HIDDEN FOREST DR.	H10,H11,I11,I12
HIGHBRIDGE LANE	G4
HIGHBRIGGS LANE	G4
HILLTOP PLACE	H2
HILLCREST	G3
HICKORY LAKE DRIVE	C5,C6
HICKORY LAKE DRIVE	I11
HICKORY SMOKE COURT	D11
HICKORY STATION CIRCLE	G7,H7
HICKORY STATION DR	C8
HICKORY STATION DR	E10,E11,E12
HICKORY VALLEY DRIVE	D10,I11
HIDDEN FOREST DR.	H10,H11,I11,I12
HIGHBRIDGE LANE	G4
HIGHBRIGGS LANE	G4
HILLTOP PLACE	H2
HILLCREST	G3
HICKORY LAKE DRIVE	C5,C6
HICKORY LAKE DRIVE	I11
HICKORY SMOKE COURT	D11
HICKORY STATION CIRCLE	G7,H7
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HICKORY LAKE DRIVE	I11
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HICKORY LAKE DRIVE	C5,C6
HICKORY LAKE DRIVE	I11
HICKORY SMOKE COURT	D11
HICKORY STATION CIRCLE	G7

ATTACHMENT 'C'

BID EVALUATION RUBRIC

BID SUBMISSION SCORE SHEET

BID DUE DATE: February 6, 2025

PROJECT: Operation of Commercial and Residential Solid Waste and Recycling Services
Within the City Limits of Snellville, Georgia.

PROJECT NO: PW260206

Date: _____

Reviewer: _____

Bidder Name: _____

EVALAUTION CRITERIA:

The evaluation team will evaluate the proposals in order to select the Bidder(s) that rate highest according to the criteria listed. The evaluation team may short list the highest scoring firms before conducting site visits, interviews, or other research. The number of respondents short-listed is at the discretion of the evaluation team.

EVALUATION CRITERIA CATEGORY	SCORE
1. QUALIFICATIONS OF BIDDER: (0 – 40 points) The bidder demonstrates the necessary qualifications to perform the work based on considerations including work experience, equipment, employment practices, management staff, driver safety records, communication with City personnel, compliance with all federal, state, and local laws and regulations, and other relevant factors.	
2. COMPETITIVENESS OF PRICING: (0 – 40 points) Competitiveness of the pricing figures provided by the bidder in the Contract Agreement.	
3. RELEVANT PROFESSIONAL EXPERIENCE: (0 – 10 points) Bidder has effective working relationships and work experience exhibited by current local government contracts as well as reference contacts.	
4. OFFICE AND FACILITIES: (0 – 10 points) The bidder demonstrates the readiness of its staff and facilities to perform contracted solid waste collection services.	
TOTAL RATING (0 – 100)	

1. **QUALIFICATIONS OF BIDDER: (0 – 40 points)**

The bidder demonstrates the necessary qualifications to perform the work based on considerations including work experience, equipment, employment practices, management staff, driver safety records, communication with City personnel, compliance with all federal, state, and local laws and regulations, and other relevant factors.

Comments in support of score:

Notes:	Score:

2. **COMPETITIVENESS OF PRICING: (0 – 40 points)**

Competitiveness of the pricing figures provided by the bidder in the Contract Agreement.

Comments in support of score:

Notes:	Score:

3. RELEVANT PROFESSIONAL EXPERIENCE: (0 – 10 points)

Bidder has effective working relationships and work experience exhibited by current local government contracts as well as reference contacts.

Comments in support of score:

Notes:	Score:

4. OFFICE AND FACILITIES: (0 – 10 points)

The bidder demonstrates the readiness of its staff and facilities to perform contracted solid waste collection services.

Comments in support of score:

Notes:	Score:

**End of Proposal
PW260206**

**Operation of Commercial and Residential Solid Waste and
Recycling Services within the City Limits of Snellville,
Georgia**