

**AN ORDINANCE ESTABLISHING SOLID WASTE COLLECTION SERVICES WITHIN THE CITY OF SANDY SPRINGS; PROVIDING FOR THE SCOPE AND NATURE OF THE OPERATION; PROVIDING FOR THE DISPOSAL OF GARBAGE, SOLID WASTE AND REFUSE; PROVIDING PROCEDURES FOR THE HANDLING OF COMPLAINTS; PROVIDING FOR A CONTRACT FEE; PROVIDING FOR THE ESTABLISHMENT AND ADJUSTMENT OF CHARGES; REQUIRING INDEMNITY INSURANCE; PROVIDING FOR REVOCATION AND AMENDMENT; PROVIDING FOR PAYMENT OF TAXES BY CONTRACTEES; PROHIBITING ASSIGNMENT AND SUBLETTING OF THE CONTRACT WITHOUT CONSENT; PROVIDING FOR FORFEITURE; AND MAKING OTHER PROVISIONS.**

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**WHEREAS**, several companies ("Company") currently operate solid waste services within the corporate city limits; and

**WHEREAS**, the City of Sandy Springs ("City") seeks to provide standards of operation, regulation, and oversight in the providing of solid waste services within the corporate city limits;

**WHEREAS**, it is in the interest of the City and its citizens to offer companies currently providing such services a non-exclusive contract on such terms and conditions as will provide the City with the controls and options necessary to provide for the public good.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA, THAT:**

**Section 1. Definitions.**

- 1.0 For the purpose of this ordinance, whenever inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular, words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. Words not defined in this Section 1 or otherwise in this ordinance shall be given their common and ordinary meaning.
- 1.1 The following words, terms, phrases and their derivations shall, in this ordinance, have the meaning given in this section.
  - 1.1.1 "City Clerk" shall mean the City Clerk or City Secretary of the City.
  - 1.1.2 "City Manager" shall mean the City Manager or his/her authorized designee.
  - 1.1.3 "City Council" or "Council" shall mean the governing body of the City.
  - 1.1.4 "Residential and Commercial Refuse and Waste" shall mean any refuse, rubbish, garbage or waste material that is not Hazardous Waste or Residential Refuse. Residential and Commercial Refuse and Waste shall include materials designated for recycling and yard/landscape waste.
  - 1.1.5 "Customer" shall mean any firm, person, entity, corporation or organization that contracts with the Company for the collection of Refuse and Waste, whether such service is used by said firm, person, entity, corporation, organization or others.
  - 1.1.6 "Gross Receipts" shall mean the total amount collected by the Company from any and all Customers for services rendered under authority of this Ordinance.

- 1.1.7 "Hazardous Waste" shall mean waste in any amount which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste in any amount which is regulated under Federal or State law. For purposes of this agreement, the term hazardous waste shall also include motor oil, gasoline, paint, paint cans, and solvents.
- 1.1.8 "Non-Exclusive Contract" shall mean this Ordinance, and all the rights and obligations established herein.
- 1.1.9 "Residential Refuse" shall mean all household and domestic garbage, trash and rubbish and used materials resulting from construction or remodeling work generated by a person or persons dwelling in a Residential Unit.
- 1.1.10 "Residential Unit" shall mean a dwelling unit designed for, or, in the normal course of use, occupied by a person or a family, e.g. a single family house, duplex apartment unit or triplex apartment unit, that is situated in a building having less than four (4) such separate residential units. For the purpose of this Contract, a "Residential Unit" shall not include any mobile home park, apartment building, condominium, nursing home, or similar residential, convalescent or multi-family dwelling, whether of single or multi-level construction, consisting of four (4) or more dwelling units.
- 1.1.11 "Street" or "Alley" shall mean all publicly dedicated or maintained streets, alleys, easements and rights-of-way, a portion of which is open to use by the public of vehicular travel.

## **Section 2. Grant of Non-Exclusive Contract.**

The City shall hereby grant to Companies a non-exclusive contract to use the public streets, alleys, roads and thoroughfares within the City for the purpose of operating and engaging in the business of collecting and disposing of Residential and Commercial Refuse and Waste; including, but not limited to, contracting with Customers and providing service pursuant to contract therefore, placing and servicing containers, operating trucks, vehicles and trailers, and such other operations and activity as are customary and/or incidental to such business and service.

## **Section 3. Term.**

The term of any agreement shall be for a period of one (1) year beginning on the effective date of the Contract execution and terminating on the first anniversary of said date. The Company shall begin performance under this contract immediately after the effective date of the Contract execution.

## **Section 4. Scope and Nature of Operation.**

- 4.1 The Company may collect and deliver for disposal all Residential and Commercial Refuse and Waste accumulated within the corporate limits of the City by the Company's Customers and the words "refuse", "garbage", "trash" and "waste" when used in this Ordinance are used for convenience and, unless the context shows otherwise, refer to and are limited to Refuse and Waste. The Company will furnish the personnel and equipment to collect refuse, provide the services described herein, and as contracted for with its Customers, in an efficient and businesslike manner.
- 4.2 Service Provided-Company shall provide container, bin and other collection service for the collection of Refuse and Waste according to the individual Customer agreements and applicable City regulations and shall make provision for the special collection of such refuse and waste upon request. The Company shall cause or require its equipment, containers and bins to be kept and maintained in a manner to not cause or create a threat to the public health and shall keep the same in a good state of repair.
- 4.3 Collection Operation- (a) Save and except as provided in this Section, collection shall not start before 7:00 AM or continue after 7:00 PM at any location; provided that collections

made in a manner that does not cause or result in loud noise, or that are made at a location which will not cause the disturbance of persons occupying the premise or neighboring property, may be made at any time. If the City receives complaints from customers, hours of operation will be subject to a mutually agreeable solution between the Company and the City. Other exceptions to collection hours shall be effected only upon the mutual agreement of the Customer and only when such exception will not result in the disturbance of occupants of the property served or of neighboring properties, or when the Company reasonably determines an exception necessary due to unusual circumstances. Subject to the ordinances and regulations adopted by the Council, the frequency of collection shall be determined by each individual customer agreement.

- 4.4 Holidays- The Company shall observe such holidays as it, in its sole discretion, determines appropriate.

### **Section 5. Vehicles to be Covered and Identified.**

All vehicles used by Company for the collection and transportation of refuse shall be covered at all times while loaded and in transit to prevent the blowing or scattering of refuse onto the public streets or properties adjacent thereto, and such vehicles shall be clearly marked with the Company's name in letters not less than two (2) inches in height.

### **Section 6. Regulation of Containers.**

The Company may rent or lease containers to any customer within the corporate limits of the City for refuse storage and collection purposes subject to the following requirements:

- (1) All containers shall be constructed and maintained according to good industry practice;
- (2) All containers shall be equipped with stable covers to prevent blowing or scattering of refuse while being transported for disposal of their contents;
- (3) All containers, save and except those being used for the purpose of collecting and storing rubble, building and scrap construction materials, shall be equipped with covers suitable to prevent blowing or scattering refuse and access to the container by animals while the container is at the site designated by Customer;
- (4) All containers shall be periodically cleaned, maintained, serviced and kept in a reasonably good state of repair, to prevent the unreasonable accumulation of refuse residues, to avoid excessive odor and harborage for rodents and flies resulting from excessive residues remaining after collection of containers; and
- (5) All containers shall be clearly marked with the Company's name and telephone number in letters not less than two (2) inches in height. It is further understood and agreed that the Company will lease or rent such containers at terms which are fair, reasonable and within the terms and rates authorized from time to time by the City Council.
- (6) All containers shall not be on public rights of way and shall be located so as to not interfere, block, obstruct or impede the normal use of any sidewalk, street, alley driveway or fire lane, or to block, obstruct or impede sight distance at street, road or alley intersections.

### **Section 7. Disposal of Refuse.**

The Company will deliver all Refuse and Waste collected by it within the City, except for materials which the Company may select for recovery and recycling, to such location as approved by the City for refuse disposal purposes. No other location may be used for the disposal of refuse without the written approval and consent of City. Rules and regulations governing hours of operation and disposal

practices at the disposal site will be observed and followed by the Company while engaged in the disposal of refuse pursuant to this ordinance.

## **Section 8. Contract and Rental Fees.**

8.1 Contract Fee- The streets, rights-of-way, and public easements to be used by the Company in the operation of its business within the boundaries of the City as such boundaries now exist and exist from time to time during the term of this contract, are valuable public properties acquired and maintained by the City at great expense to its taxpayers, and the City will incur costs to regulate and administer this Ordinance. In consideration of such benefits, costs and expenses, the Company shall through the term of its Contract pay the City five percent (5%) of the Company's total gross receipts received from customers pursuant to this Ordinance (exclusive of Sales Tax).

8.1.1 Fees Paid- The Contract Fee shall be payable quarterly to the City and delivered to the City in function together with a statement indicating the derivation and calculation of such payment. Each such quarterly payment shall be due on the 15<sup>th</sup> day of the second month following the end of the quarterly period for which said payment is due, and shall be based upon the Company's gross receipts during that same quarterly period. The quarterly payments shall be due on February 15, May 15, August 15, and November 15 of each year during the term hereof, with the February 15 payment being based upon the Company's gross receipts during the calendar quarter ending the prior December 31 and being payment for the rights and privileges granted hereunder for said calendar quarter, the May 15 payment being based upon the Company's gross receipts during the calendar quarter ending the prior March 31 and being payment for the rights and privileges granted hereunder for said calendar quarter, the August 15 payment being based upon the Company's gross receipts during the calendar quarter ending the prior June 30 and being payment for the rights and privileges granted hereunder for said calendar quarter, and the November 15 payment being based upon the Company's gross receipts during the calendar quarter ending the prior September 30 and being payment for the rights and privileges granted hereunder for said calendar quarter. For purposes of verifying the amount of such fee, the books of the Company shall at all reasonable times be subject to inspection by the duly authorized representatives of the City. Additionally, the Company shall file annually with the City, no later than four (4) months after the end of the Company's fiscal year, a statement of revenues. The annual statement shall have been reviewed and certified by an auditor or internal company controller to verify the accuracy of the report attributable to the operations of the Company within the City pursuant to this ordinance. This statement shall present, in a form prescribed or approved by the Council, a detailed breakdown of gross receipts.

8.1.2 No Other Rental Fees- The Contract fee shall be in lieu of any and all other City-imposed rentals or compensation or contract, privilege, instrument, occupation, excise or revenue taxes or fees and all other exactions or charges (except ad valorem property taxes, special assessments for local improvements, city sales tax, and such other charges for utility services imposed uniformly upon persons, firms or corporations then engaged in business within the City) or permits upon or relating to the business, revenue, installations and systems, fixtures, and any other facilities of the Company and all other property of the Company and its activities, or any part thereof, in the City which relate to the operations of the Company pursuant to this Ordinance; provided, that this shall not be construed to prevent the Company from being required to pay any and all applicable fees and charges in effect from time to time for dumping at a landfill or transfer station.

8.1.3 Credit for Fees Paid- Should the City not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of contracts, fees, street of

alley rentals or charges, easement or ordinance fees or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to Company's obligations, if any, to pay any such contract, ordinance charges, other charges, fees, rentals, easement, taxes or charges.

- 8.1.4 Reporting – Any company providing service pursuant to this Ordinance or a resulting Contract shall from time to time provide the City with the necessary statistics regarding waste collected and disposed which shall allow the City to comply with State reporting requirements.

## **Section 9. Collection and Disposal Rates.**

- 9.1 Council May Set Rates- The City Council may, from time to time in its discretion, establish the rates and charges, or the maximum rates and charges, for the collection and disposal of Residential and Commercial Refuse and Waste within the City.

9.1.1 Contract Rates - The rates charged by the Company for services provided pursuant to this Ordinance shall be determined by contract with the Customer and such rates and charges shall not be greater than the rates approved by the City Council from time to time, such rates are subject to periodic adjustment.

- 9.2 Special Collection of Rates- The charges for special collection and services provided to a Customer pursuant to this ordinance shall be established by contract between the Company and the Customer. (Special Collection services shall mean those services which are not governed by the City's Solid Waste Collection Rate Ordinance, if in effect.)

- 9.3 Disposal Costs- The refuse collection charges provided by Sections 9.1 and 9.2 above shall include all disposal costs.

## **Section 10. Adjustment of Rates.**

The Company may, at any time and from time to time during the term of its contract submit a written request for an adjustment of the rates, or maximum rates, if any, established by the City for collection and disposal services performed under this Ordinance. The City, upon consideration of the circumstances surrounding any such written request, may approve or disapprove the same, and shall provide written notice of such determination to Company.

## **Section 11. Compliance with Law.**

The Company shall conduct under this Ordinance in compliance with the material provisions of all applicable local, state and federal laws, rules and regulations, and with the general specifications contained in this Ordinance.

## **Section 12. Insurance Provided by Company.**

- 12.1 Minimum Coverage Requirements- The Company shall maintain throughout the term of its Contract, property damage coverage, general liability insurance, and automobile liability insurance for any vehicles owned or operated by Company, with an insurance company authorized and licensed to do business in the State of Georgia and acceptable to the City, insuring against claims for liability and damages for the benefit of the City. The insurance shall include the City as an additional insured. Property damage coverage insurance under this section shall be a minimum of Five Hundred Thousand and No/100 Dollars (\$500,000). Automobile liability insurance under this section shall, at a minimum, have limits of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000) for bodily injury for each person, and Five Hundred Thousand and No/100 Dollars (\$500,000) for each occurrence, and property damage of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000) for each occurrence and general liability insurance under this section shall be a minimum of Five Hundred Thousand and No/100 Dollars (\$500,000) for the protection of the public in connection with:

- 12.1.1 Property Damage- Liability to persons or damages to property, in any way arising out of or through the acts or omissions of Company, its servants, agents or employees or to which Company's negligence shall in any way contribute;
- 12.1.2 Miscellaneous- Arising out of any claim or invasion of the right of privacy, for defamation of any person, firm or corporation, or the violation or infringement of any copyright, trademark, trade name, service mark or patent, or of any other right of any person, firm or corporation;
- 12.1.3 Contractors- Arising out of Company's operations and relationships with any independent contractor or subcontractor.
- 12.2 Employer's Liability- The Company shall maintain throughout the term of the Contract resulting from this Ordinance the requisite statutory workers' compensation insurance, and a minimum of One Hundred Thousand and No/100 Dollars (\$100,000) employer's liability insurance.
- 12.3 Approval of Policy- The insurance policy, or policies, obtained by the Company in compliance with this section shall be approved by the City Manager, and such insurance policy, along with written evidence of payment of required premiums, shall be filed and maintained with the City during the term of the Contract resulting from this Ordinance, and shall be changed from time to time to reflect changing liability limits, as reasonably required by the Council. The Company shall immediately advise the Council of any significant litigation, actual or potential, that may develop and would affect this insurance.
- 12.4 Endorsements- All insurance policies maintained pursuant to this Ordinance shall contain the following conditions by endorsement:
- 12.4.1 Additional Insured- The City shall be an additional insured and the term "owner" and "City" shall include all authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of the City and the individual members, officers, employees and agents thereof in their official capacities and/or while acting on behalf of the City.
- 12.4.2 Cancellation Notice- Each policy shall require that thirty (30) days prior to a cancellation or material change in policies, a written notice thereof shall be delivered to the City Manager by registered mail;
- 12.4.3 No City Liability- Insured shall have no right of recovery against the City, it being the intention that the insurance policies shall protect the Company and the City and shall be primary coverage for all losses covered by the policies;
- 12.4.4 Other Insurance Clause- The policy clause "Other Insurance" shall not apply to the City when the City is an insured on the policy;
- 12.4.5 No Recourse- Companies issuing the insurance policies shall not recourse against the City for payment of any premium or assessment.
- 12.5 Increase Requirements-The City reserves the right to review the insurance requirements of this section during the effective period of this Ordinance and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the City Manager based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contract resulting from this Ordinance.

The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto and may make any requests for deletion or revision or modification of particular policy terms, conditions, limitations, or

exclusions. (Except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such policies.)

- 12.6 Certificates- If the City Manager determines that a certificate of insurance is acceptable evidence for insurance coverage; a copy of the endorsement required under section 12.4 above shall be attached to the certificate of insurance.

### **Section 13. Indemnification and Hold Harmless.**

The Company agrees to indemnify, defend and save harmless the City, its agents, officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation or other entity, arising from the Company's distribution system, or arising from any act of negligence of the Company, or any of its agents, contractors, servants, employees or contractors, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon, and from any and all claims arising from any breach or default on the part of Company in the performance of any covenant or agreement on the part of the Company to be performed pursuant to the terms of this Ordinance. The City shall promptly notify the Company of any claim or cause of action which may be asserted against the City relating to or covering any matter which the Company has agreed, as set forth above, to indemnify, defend and save harmless the City. The Company reserves the right, but not the obligation, to employ such attorneys, expert witnesses and consultants as it deems necessary to defend against the claim or cause of action. The Company by and through the City Attorney, may be granted the right to take, in the event the City and Company are co-defendants in a lawsuit, upon express written approval of the City Attorney and the City, total or partial lead responsibility for the defense of any claim or cause of action. In the event that the City is in control, either totally or partially, of such defense, the Company shall pay all expenses incurred by the City in providing in the defense. It is understood that it is not the intention of either the City or the Company to create any liability, right, or claim for the benefit of third parties and this Ordinance and resulting contracts are intended and shall be constructed for the sole benefit of the City and the Company.

### **Section 14. Forfeiture and Terminating of Contract.**

- 14.1 Material Breach- In addition to all other rights and powers retained by the City under this Ordinance or otherwise, the City reserves the right to declare any resulting Contract from this Ordinance forfeited and to terminate the Contract and all rights and privileges of the Company hereunder in the event of a material breach of the terms and conditions hereof. A material breach by Company shall include, but shall not be limited to, the following:
- 14.1.1 Fees- Failure to pay the fees set out in Section 8.0;
- 14.1.2 Telephone Listings- Failure to keep and maintain a telephone listing and office or answering service that is available by phone without long distance charge during regular business hours for service to the public, and which telephone or office shall, at minimum, provide and maintain the following services:
- (a) Coordinate and provide information concerning deposits, payments and accounts to Customers and prospective Customers;
  - (b) Respond to Customer and prospective Customer questions and issues about billings, accounts, deposits and services;
  - (c) Coordination with the City with respect to private sector and public works projects and issues related to or affecting the Company's operation; and
  - (d) Immediate response, upon request, to police, fire and other emergency situations in which the public health and safety requires action with respect to or assistance regarding Company's property.
- 14.1.3 Failure to Provide Service- Failure to materially provide the services provided for in this Ordinance;

- 14.1.4 Misrepresentation- Material misrepresentation of fact in the application for or negotiation of any contract resulting from this Ordinance; or
- 14.1.5 Conviction- Conviction of any director, officer, employee, or agent of the Company of the offense of bribery or fraud connected with or resulting from the award of a contract from this Ordinance.
- 14.2 Operation Information- Material misrepresentation of fact knowingly made to the City with respect to or regarding Company's operations, management, revenues, services or reports required pursuant to this Ordinance.
- 14.3 Economic Hardship- Company shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers or employees.
- 14.4 Forfeiture and Proceedings- Any unwarranted and intentional neglect, failure or refusal of the Company to comply with any material provision of this Ordinance or resulting Contract within thirty (30) days after written notice from City setting forth the specific provision and noncompliance, said notice to be mailed to Company at its principal place of business by certified mail, return receipt requested, shall be deemed a breach of this Ordinance, and the City Council, upon notice to Company and hearing, may, for good cause declare a Contract forfeited and exclude Company from further use of the streets of the City under this Ordinance, and the Company shall thereupon surrender all rights in and under this Ordinance and Contract.
  - 14.4.1 Proceedings- In order for the City to declare a forfeiture pursuant to Sections 14.1, 14.4, or 14.4.3, the City shall make a written demand that the Company comply with any such provision, rule, order, or determination under or pursuant to this Ordinance. If such violation by the Company continues for a period of thirty (30) days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, the Council may take under consideration the issue of termination of the resulting Contract from this Ordinance. The City shall cause to be served upon Company, at least twenty (20) days prior to the date of such a Council meeting, a written notice of intent to request such termination and the time and place of the meeting. Notice shall be given of the meeting and issue which the Council is to consider.
  - 14.4.2 Hearing - The Council shall hear and consider the issue, hear any person interested therein, and shall determine whether or not any violation by the Company has occurred.
  - 14.4.3 Forfeiture- If the Council shall determine that the violation by the Company was the fault of Company and within its control, the Council may declare the contract forfeited and terminated, or the Council may grant to Company a period of time for compliance.

#### **Section 15. Transfer, Sale or Conveyance by Company.**

The Company shall not transfer, assign, sell or convey any rights granted under any resulting Contract from this Ordinance without the prior approval of the Council expressed by ordinance; provided that this section shall not apply to vehicles, replacements, maintenance, upgrades or modifications of equipment, machinery, containers and buildings by Company for the purpose of maintaining and continuing its operation within the City; and provided further that Company may, in its sole discretion and upon written notice to the City, transfer, assign, sell or convey this Ordinance to a wholly owned subsidiary of the Company.

#### **Section 16. Foreclosure.**

Upon the foreclosure or other judicial sale of all or a substantial part of the assets and property of the Company used for and dedicated to providing service pursuant to this Ordinance, the Company shall notify the City of such fact, and such notification shall be treated as a notification that a change in control of the Company has taken place and the provisions of this Ordinance governing the consent of the Council to such change in control of the Company shall apply. Upon the foreclosure or judicial sale, or the leasing of all or a substantial part of the property and assets of the Company dedicated to and used for the purposes of providing service pursuant to this Ordinance, without the prior approval of the Council, the Council may, upon hearing and notice, terminate any Contract resulting from this Ordinance.

### **Section 17. Receivership and Bankruptcy.**

- 17.1 **Cancellation Option** - The Council shall have the right to cancel any Contract resulting from this Ordinance one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of the Company, whether in receivership, reorganization, bankruptcy, other action or proceeding, whether voluntary or involuntary, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, unless:
- 17.1.1 **Trustee Compliance**- Within one hundred twenty (120) days after his election or appointment, such receiver trustee shall have fully complied with all the provisions of this Ordinance and remedied all defaults thereunder; or
- 17.1.2 **Trustee Agreement**- Such receiver or trustee, within one hundred twenty (120) days, shall have executed an agreement, duly approved by the court having jurisdiction, whereby the receiver or trustee assumes and agrees to be bound by each and every provision of this Ordinance granted to the Company.

### **Section 18. Retention of City Police Powers.**

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

### **Section 19. Amendments of City Ordinances and Regulations.**

The City reserves the right and power, pursuant to its police power, after due notice to Company, to modify, amend, alter, change or eliminate any rules, regulations, fees, charges and rates of the City, and to impose such additional conditions, that are not inconsistent with the rights granted by this Ordinance, upon the Company and all persons, firms or entities of the same class as the Company, as may be reasonably necessary in the discretion of the City Council to preserve and protect the public, health, safety and welfare and/or insure adequate service to the public.

### **Section 20. Taxes.**

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

### **Section 21. Acceptance by Company.**

Within thirty (30) days after the passage of this Ordinance, or within thirty (30) days of establishing a business within the corporate City limits, all Companies operating a Residential or Commercial Refuse Waste service shall file with the City its acceptance of the terms and provisions of this Ordinance, and request for Contract. The acceptance and request for Contract shall be in writing on the Company's letterhead and provide as follows:

City of Sandy Springs  
Attention: City Manager;

7840 Roswell Road  
Sandy Springs, GA 30350;  
*whose temporary mailing address  
until March 1, 2006 shall be:*  
City of Sandy Springs;  
Attention: City Manager;  
115 Perimeter Center Place NE  
Suite 785, Atlanta, GA 30346-1278

\_\_\_\_\_ (the "Company"), acting by and through an officer who is acting within its official capacity and authority, hereby accepts this Ordinance to operate a refuse and solid waste collection and disposal system within the City as said Ordinance is set forth and provided herewith. The Company agrees to be bound and governed by each term, provision and condition of the Ordinance, to accept and to give the benefits provided by the Ordinance, and to perform each service and duty set forth and provided for in the Ordinance in a businesslike and reasonable manner and in compliance with the Ordinance.

Company: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Section 22. Public Necessity.**

The Council hereby finds and declares that the public welfare, convenience and necessity require the service which is to be furnished by the Company.

**Section 23. Solvability.**

If any section, paragraph, subdivision, clause, part or provision hereof shall be adjudged invalid or unconstitutional the same shall not affect the validity hereof as a whole or any part or provision other than the part or parts held invalid or unconstitutional.

**Section 24. Captions and Headings.**

The use of captions or headings for the various sections of this Ordinance are for convenience of parties only and do not reflect the intent of the parties. The rule of interpretation to solve ambiguities in a contract against the party drafting such contract shall not apply to this Ordinance.

**Section 25. No Suspension of Laws.**

All provisions of the ordinances of the City as now existing or as may be amended from time to time, and all provisions of the statues of the State of Georgia applicable to general law cities shall be a part of any resulting contract from this Ordinance as fully as if the same had been expressly stated herein, and said the City retains and may exercise all of the governmental and police powers and all other rights and powers not directly inconsistent with the terms, conditions and provisions of this Ordinance.

**Section 26. Peaceful Employment.**

From and after the effective date of this ordinance, the City and the Company shall be and are hereby authorized and entitled to act in reliance upon the terms, conditions and provisions of this Ordinance and any resulting Contract and, subject thereto, the Company shall collect rates for service, operate and

any resulting Contract and, subject thereto, the Company shall collect rates for service, operate and conduct its business and work within the City, and enjoy the benefits and privileges of this Ordinance during the term hereof.

**Section 27. Open Meetings.**

It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public, and public notice of the time, place, and purpose of said meeting was given, as required by the Open Meetings Act, Georgia Government Code.

**Section 28. Endorsements and Records.**

The City Clerk is directed to make endorsements as appropriate over his/her official hand and the seal of the City on the form provided at the conclusion of this Ordinance, for the public record and convenience of the citizens, of the date upon which this Ordinance is finally passed and adopted.

**PASSED AND APPROVED** on first reading the 13<sup>th</sup> day of December, 2005.

Approved:

  
\_\_\_\_\_  
Eva Galambos, Mayor

Attest:

  
\_\_\_\_\_  
Jeanette R. Marchiafava, City Clerk  
(Seal)

Approved as to Form and Content:

  
\_\_\_\_\_  
City Attorney

