

CHAPTER 12: SOLID WASTE MANAGEMENT

Section

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Section 12-101 Authority

The Mayor and Council is authorized to franchise solid waste collection and disposal services within the Town of Maxeys.

Section 12-102 Grantee Rights

Any franchise granted by the Mayor and Council shall give the grantee and the successors and assigns of Grantee the right and franchise to use and occupy the streets, avenues, roads, alleys, lanes, parks and other public places and ways in the Town of Maxeys, Georgia, for the purpose of operating their solid waste collection vehicles as the necessary means for collecting and transporting for proper disposal the garbage, rubbish, and refuse of their customers who reside within the Town of Maxeys, Georgia.

1. The following specific rights may be granted by the Mayor and Council:
 - A. To traverse the public right-of-ways, including along and/or across any streets, avenues, roads, alleys, lanes, parks and other public places and ways within the Town of Maxeys.
 - B. To use and occupy said streets, avenues, roads, alleys, lanes, parks and other public places and/or ways for the purposes therein of providing solid waste collection and disposal services to customers within the Town of Maxeys.
2. The Grantee shall be entitled to charge its customers for solid waste collection and disposal services furnished upon review and approval of the Mayor and Council.
3. Any revisions or changes in the structure of rates must first be approved by the Town Council of Maxeys. The Grantee will submit a formal request for rate changes which must be received by the Town Clerk at Town Hall at least ninety (90) days in advance of the proposed date of enactment. The Council will schedule and conduct a public hearing prior to approving or disapproving any proposed rate changes.

Section 12-103 Operational Responsibilities of Grantee

1. Grantee, in traversing the streets, avenues, roads, alleys, lanes, parks and other public places and ways in said Town of Maxeys, shall comply with the following:
 - A. Shall first submit to the Clerk of the Town of Maxeys a diagram showing the route(s) to be followed and a listing of customers identified.
 - B. All vehicles of the Grantee must be operated in a manner to ensure the safety of all persons at all times, including the movement, stopping, and standing of all trucks, the operation of all hydraulic mechanics used in dumping and loading all collected waste, and the operation of any hand trucks or other auxiliary collection vehicles or equipment.
 - C. The sole purpose for entering or traversing upon any private properties within the Town of Maxeys will be to collect from a designated site the stored solid waste of the specified customer.
 - D. When traversing upon the private properties of customers, Grantee will exercise all care and caution necessary to avoid damage or destruction of said private property.
 - E. Grantee will not traverse across any private property for the purpose of providing collection services for another customer.

- F. In no instances will Grantee traverse upon or across the private properties within Maxeys of any persons who are not customers of the Grantee.
- 2. **Universal Service.** Upon request from any prospective regular customer within the town limits of Maxeys, the following will apply:
 - A. The Grantee must provide appropriate services to meet the customer's needs for collection, removal, and disposal of solid wastes.
 - B. Any changes in the Grantee's route(s) of service are to be filed with the Town Clerk.
- 3. **Customer Service.** The Grantee will operate as a business in good standing and in a manner responsive to its customers' needs, according to the practices and requirements of other Georgia solid waste disposal services, and operate under the jurisdiction of, and in compliance with, the rules and regulations of the State of Georgia Department of Natural Resources and of the United States Environmental Protection Agency. Specifically,
 - A. The Grantee will respond to all requests for solid waste collection in a timely and professional manner so as to ensure the safety and well being of all persons at all times.
 - B. It is understood that customers of the Grantee within the town limits of Maxeys may file complaints and grievances with the Grantee related to any or all matters involving the services provided by the Grantee. It is expected that the Grantee will respond positively and promptly to all such complaints and grievances.
 - C. Customers of the Grantee may choose to file with the Town any complaints and grievances against the Grantee in order to seek the support of the Town in gaining satisfaction for the customer related to said complaint or grievance. Such filing with the Town does not relieve the Grantee of any responsibility for addressing such complaints and grievances. In the event the Town notifies the Grantee of complaints and grievances so filed, the Grantee will provide a response to the Town within fifteen (15) days. Records of these transactions will be maintained by the Town.

Section 12-104 Fiscal Responsibilities of Grantee

- 1. **Town Revenues.** In exchange for the rights and privileges granted under this Ordinance, the following shall apply:
 - A. Grantee shall pay to the Town of Maxeys, for the rights and privileges granted under this Ordinance, four percent (4%) of all gross revenues received from the sale of solid waste disposal services to residential and commercial customers serviced by said Grantee within the territorial limits of said Town as same may now or hereinafter be fixed during the life of this franchise.
 - B. Such payments shall be made by the Grantee to the said Town of Maxeys every twelve (12) months period (January through December), and payable not later than January 20th of the following year.
 - C. Such payments shall be accompanied by a statement showing how the amounts of such payments were determined.
 - D. The Town of Maxeys, through its authorized representative(s) shall have the right to inspect and audit the books and records of the Grantee herein for the purpose of determining the amount of its revenue received from the sale of services to residential and commercial customers within said territorial limits.
- 2. **Protection From All Liabilities.** Grantee shall save and keep harmless the said Town of Maxeys from any and all liability by reason of damage or injury to any person or persons and property whatsoever on account of negligence of the Grantee in the performance of its services along said streets, alleys, and public ways, provided the Grantee shall have been notified in writing of any claim against the Town of Maxeys on account thereof and shall have been given ample opportunity to defend the same.
- 3. **Extensions.** All rights herein granted and/or authorized shall be subject and governed only by this Ordinance provided, however, the said Town of Maxeys expressly reserves unto itself the right to pass and adopt from time to time such ordinances and regulations, regulating and governing the exercises of this franchise, as said Town of Maxeys may deem expedient or necessary.

Section 12-105 Penalty

The Mayor and Council may proceed in a court of competent jurisdiction against any grantee that violates this Chapter.