

CITY OF HAMPTON

STATE OF GEORGIA

RESOLUTION NO. 2025-003

WHEREAS, the City of Hampton (hereinafter "City") is governed by the Mayor and Council; and

WHEREAS, the removal of garbage, rubbish and other waste material generated within the City is a valid exercise of City's police power, and

WHEREAS, the City and Waste Pro (the "Contractor") entered into a contract for residential waste and recycling collection dated August 1, 2020 (the "Contract"); and

WHEREAS, the City and Contractor are desirous of extending that contract to include commercial solid waste removal services, and

WHEREAS, the Contractor and City (the "Parties") desire to amend the Contract to change certain terms described below.

THEREFORE, the Parties agree to amend its existing contract as follows:

1. **Section 1.0 "Definitions"** new subsections 1.18 & 1.19 shall be added as follows:
 - 1.18 Commercial refuse shall mean any garbage, trash, rubbish and used materials resulting from the operation of a business, company, corporation, or other commercial entity within a structure zoned for such business; or construction or remodeling work generated by a person, or persons associated with preparing a structure for such use.
 - 1.19 Commercial Premises shall mean all Non-Residential Premises, public or private, requiring solid waste collection within the incorporated area of the City, including commercial, industrial, institutional, and governmental premises.
2. **Section 2 "Scope of Work"**: The language in the section shall be amended to state; "The work under this Contract shall consist of the work and services to be performed in the collection and disposal of residential and commercial solid waste generated in the city and confined to 95-gallon containers, various sizes of frontload containers, roll off containers or compactors, including all supervision, materials, equipment, labor and all other items necessary to complete said work and services in accordance with the terms of this agreement."
3. **Section 3.1D "Dumpsters"** This section shall be replaced with "Commercial Service Contractor shall collect Garbage for all Commercial Premises with Contractor owned carts, front end load dumpsters or roll off containers/compactors on a frequency to match Commercial Customer's needs."

4. **Section 5 "Compensation"** New subsection 5.5 shall be added; "Commercial Franchise Fee- The contractor shall remit a 3% franchise fee to the city on all commercial billing at least quarterly.
5. **Section 10 "Term"** The extended term is hereby extended until December 31, 2025. Thereafter, the contract term shall automatically renew for successive one-year terms ("renewal terms") every January 1, unless the City or the Contractor provides other party with notice at least (90) days prior to the end of the that term.
6. **Section 17.0 "Exclusive Contract"** Shall be amended to state "In the incorporated area of the City, the Contractor shall have the sole and exclusive contract to provide solid waste collection and disposal service utilizing containers as defined in Section 3.1. The City hereby grants and the Contractor hereby accepts the sole and exclusive contract for and the license and privilege to provide Residential and Commercial collection and disposal service as defined in Section 3.1 to all Premises in the incorporated area of the City for the initial term of this Agreement and all renewal terms thereto. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement with any other entity for performance of solid waste collection and disposal services as defined in Section 3.1 during the term hereof or any renewal terms.
7. **Exhibit "A":** Commercial Pricing shall be added to Exhibit "A" and become effective on the date of this amendment. Commercial Pricing Listed Below.
8. **Execution in Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original.

NOW THEREFORE, IT IS HEREBY RESOLVED that the City of Hampton shall enter into a contract with Contractor for an extended term with the terms defined herein and the City Manager shall be authorized to make any changes to the contract to ensure it is complaint with law.

SO RESOLVED, this 14th day of January, 2025.

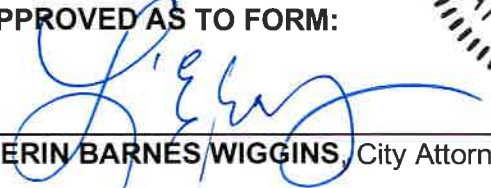
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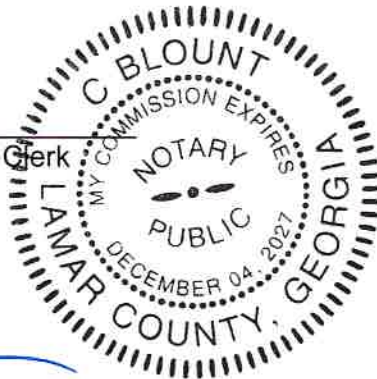

ANN N. TARPLEY, Mayor

ATTEST:


CARMEN BLOUNT, Deputy City Clerk

APPROVED AS TO FORM:


L'ERIN BARNES WIGGINS, City Attorney



STATE OF GEORGIA

CITY OF HAMPTON

ORDINANCE NO. **2024-21**

AN ORDINANCE TO AMEND HAMPTON CODE OF ORDINANCES, PART I - CHAPTER 70 SOLID WASTE, ARTICLE II - COLLECTION, SECTION 70-31 THROUGH 70-44 BE REPEALED AND REPLACED; TO PROVIDE FOR AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

THE COUNCIL OF THE CITY OF HAMPTON HEREBY ORDAINS:

Section 1. That Section CHAPTER 70 SOLID WASTE, ARTICLE II - COLLECTION, SECTION 70-31 THROUGH 70-44 be repealed and replaced.

Section 2. That Section CHAPTER 70 SOLID WASTE, ARTICLE II - COLLECTION, SECTION 70-31 THROUGH 70-44 as replaced shall read:

Sec. 70-31. 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:

Bulky trash shall mean solid waste materials that cannot fit into a customary waste collection container as described in this chapter. Such waste would include but is not limited to appliances, mattresses, chairs, furniture, tires, and other sizable items.

Bulky trash hauler shall mean a company, business establishment, or individual that is contracted with or by the City of Hampton to enter the city, use its infrastructure in order to carry out their business to collect materials that typically include large items that do not fit into a customary sized waste container including but not limited to appliances, mattresses, chairs, furniture, tires, and other large items and to then dispose of them at an appropriate, approved, and registered facility doing business in the State of Georgia.

Commercial refuse shall mean any garbage, trash, rubbish and used materials resulting from the operation of a business, company, corporation, or other commercial entity within a structure zoned for such business; or construction or remodeling work generated by a person, or persons associated with preparing a structure for such use. Company or solid waste hauler or hauler, whether used in the singular or plural tense, shall mean any entity organized to provide collection and disposal of all putrescible and non putrescible solid, semi-solid, and liquid wastes within the city, whether on a one-time contract basis or a recurring basis.

Customer shall mean any firm, person, entity, corporation, or organization that contracts with the city for the collection of residential and/or commercial refuse and waste

Exclusive contract shall mean an agreement for a certain period of time between the City of Hampton and a private hauler(s) to exclusively collect and dispose of solid waste materials, its byproducts, and other waste materials as identified in the agreement. Such agreement is granted through a bid process pursuant to the city's purchasing policy to a business establishment(s) that will be the sole provider(s) of service to the residential and/or commercial community within the city limits of Hampton.

Garbage shall mean putrescible wastes including kitchen and table food wastes; animal or vegetable wastes resulting from the storage, preparation, cooking, processing or handling of foodstuffs; nonputrescible wastes that are mixed in the same container with or contaminated by putrescible wastes; small dead animals not exceeding five pounds in weight; and any putrefactive or easily decomposable waste material that is likely to attract flies, vermin, birds or rodents. For purposes of this definition garbage does not include materials that are separated and set aside for composting and does not include hazardous material, household hazardous material, or sewage or sewage sludge or human or animal excrement or yard waste.

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 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.

Hazardous waste hauler shall mean a company, business establishment, or individual that is contracted with or by the City of Hampton to enter the city, use its infrastructure in order to provide on-demand waste collection and disposal services for hazardous waste materials as defined herein. Such hauler shall have the necessary equipment and vehicles to transport such hazardous materials through the city to insure the safety of its citizenry.

Junk hauler shall mean a company, business establishment, or individual that is contracted with or by the City of Hampton to enter the city, use its infrastructure in order to provide on-demand waste collection services in terms of bulky trash, white goods, furniture, or other items customary to cleaning out or remodeling residential and/or business establishments and then to dispose of them at an appropriate, approved, and registered facility doing business in the State of Georgia.

Putrescible waste shall mean such waste that is capable of decaying or rotting.

Residential and commercial refuse and waste shall mean any refuse, rubbish, garbage, or waste material that is not hazardous waste, as well as all commercial and residential refuse. Residential and commercial refuse and waste shall include materials designated for recycling and yard/landscape waste, and all construction and demolition waste.

Residential hauler shall mean a company, business establishment, or individual that is contracted with or by the City of Hampton to enter the city, use its infrastructure in order to conduct their business to collect and dispose of residential garbage waste, recyclable materials, yard trimmings, and bulky trash.

Residential refuse shall mean all household and domestic garbage, trash and rubbish and used materials resulting from inhabiting a residential unit; or construction or remodeling work generated by a person or persons dwelling in a residential unit.

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 such separate residential units. For the purpose of this chapter, 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 or more dwelling units

Roll-off container hauler shall mean a company, business establishment, or individual that is contracted with or by the City of Hampton to enter the city, use its infrastructure in order to carry out their business to collect waste materials from roll off containers, dumpsters, or compactors and to then dispose of them at an appropriate, approved, and registered facility doing business in the State of Georgia.

Rules and regulation manual shall mean a manual created by the public works director or his designee that sets forth the rules and regulations that the city has established in order to provide for the collection and disposal of waste, yard trimmings, bulky trash, and other forms of waste as described in this chapter.

Solid waste manager shall mean the person responsible to manage and implement the city solid waste program, and the day-to-day operation of the solid waste program of the city.

Solid waste means residential and commercial non-recyclable waste.

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.

Waste container shall mean the container supplied by a city-registered hauler, and on a wheeled-base with an attached lid. The purpose of such container is to be used to collect solid waste for collection and disposal.

Yard trimmings hauler shall mean a company, business establishment, or individual that is contracted with or by the City of Hampton to enter the city, use its infrastructure in order to carry out their business to collect yard trimming materials such as but not limited to limbs, leaves, branches, or plant material and to then dispose of them at an appropriate, approved, and registered facility doing business in the State of Georgia.

(Ord. No. 45, art. I, 3-8-83)

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

Sec. 70-32. Responsibility of the city to provide for the collection of waste.

(a) The city has the responsibility to provide for and make available the collection of solid waste by either a non-exclusive contract, exclusive contract for services, or through services provided by city forces pursuant to the Georgia Comprehensive Solid Waste Management Act.

(b) The purpose of the rules and regulations contained in this chapter is to provide the protection of public health by prescribing the manner of storage, collection, transportation, and disposal of residential, commercial, and industrial solid waste to a disposal facility.

Sec. 70-33. Only authorized personnel to remove garbage, refuse, and/or trash.

- (a) No person, except those duly authorized by the city as city collectors, shall collect, remove, or empty residential garbage refuse and/or trash cans and receptacles or collect or transport residential garbage, trash or other refuse on the streets, alleys, and public thoroughfares within the corporate city limits. This section shall also apply to collection of commercial garbage, refuse and/or trash containers and receptacles, to the extent such services are provided by the city or its designee.
- (b) The city shall require each person and/or business establishment registered in the city to contract with the city for sanitation services.
- (c) Upon adoption of this chapter through City of Hampton ORD. 2024-21 on November 12, 2024, licensed businesses with established sanitation services Contracts shall transition to city contracted services as follows:
 - i. Affected businesses shall notify the city manager's office no later than February 28, 2024 that they are obligated and have an existing executed contract for sanitation services established prior to November 12, 2024;
 - ii. The city manager may negotiate on the city's behalf and on a case-by-case basis to develop a transition schedule suitable for the business owner obligated with a preestablished sanitation collection service contract; and
 - iii. All businesses registered in the City of Hampton shall establish city sanitation services prior to December 30, 2025.

(Ord. No. 45, art. III, 3-8-83)

Sec. 70-34. Containers.

- (a) Residential customers of city garbage collection service shall place their garbage in containers located on the customer's property which is easily accessible by the pickup personnel. At all times, refuse collection containers shall be stored under a carport, in a garage, to the rear of the building line, or in the side yard of the subject property behind the front building line.
- (b) Light commercial customers, heavy commercial customers and industrial customers shall place their garbage in containers and provide storage areas for the garbage which shall be enclosed and located in compliance with Appendix A. Article 3. Sec.3-15.
- (c) The city shall have the exclusive right to operate and maintain within the corporate limits of the city, either through its own forces or through a contractor, a system of garbage collection for the benefit of its residential and commercial customers. Except as provided in subsection (d), no person other than the city or its authorized contractor shall engage in the business of garbage collection within the city.
- (d) Each commercial business or establishment in the city is required to use the authorized contractor designated by the city as provided in subsection (c). However, if the garbage created by any commercial customer is in such form, size or bulk that it cannot be physically handled by the equipment employed by the authorized city contractor for the removal of such garbage, then, upon application to the city for a plan of private removal, and upon the approval of such a plan, such commercial customer may be allowed to remove such oversized garbage, along with any other waste normally generated by such establishment. The application for permission to make private disposition of such garbage shall be made through the city manager, or his designee, who shall approve any plan designed to make orderly and timely disposition of such oversized garbage. Such permit must be renewed annually.

(Ord. No. 45, art. IV, 3-8-83; Ord. No. 261, §§ 1, 2, 3-13-07)

Sec. 70-35. Commercial garbage.

- (a) The city shall have charge of the collection of garbage and refuse generated by its commercial establishments. The city shall, through its contracted waste service provider, provide various size garbage roll-carts or dumpsters for each commercial establishment.
- (b) No commercial dumpsters shall be placed in the city for the purpose of picking up commercial garbage, except those provided by the city through its contracted waste service provider.
- (c) It is the further intent of this section that, to provide for safe and efficient commercial garbage removal, the city prohibits anyone other than the city or its contracted waste service provider from the collection of commercial garbage within the city limits. In the event a commercial garbage entity needs a size of dumpster that is not available to the city, then the commercial entity shall be entitled to contract with an independent commercial garbage hauler; however, the commercial entity shall, prior to entering into any contract with any commercial garbage service, notify the city of the size of dumpster it needs, and thereby give the city an opportunity to provide the service. A copy of the contract between the commercial entity and the independent commercial garbage service shall be provided to the city. If, at any time, the city has available the same or equivalent garbage pickup service privately contracted by the commercial entity, upon the expiration of the private contract, the commercial entity will receive service from the city's contracted waste service provider.

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- (d) This section expressly authorizes the city, through its agents and employees, to subcontract with any commercial garbage hauler to provide a commercial garbage pick-up service to the commercial entities located within the city limits. The contract so entered into by the city may provide for the placement of roll-carts and/or dumpsters within the city limits and a pickup schedule for the roll-carts and/or dumpsters. A copy of such contract can be found in the office of the city clerk, and each and every provision of the contract is incorporated in this chapter by reference and made a part hereof.

Sec. 70-36. Rates.

- (a) Rates for city waste collection services shall be determined from time to time by the mayor and council, a current schedule of which shall be maintained on file in the office of the city clerk.
- (b) Extraordinary circumstances, such as multiple dwelling units, commercial users, and industrial users *may* be governed by special contract agreements made by the mayor and council on recommendation of the city manager and city waste hauler.
- (c) At any time, a customer requires sanitation service to be temporarily turned on or off *by* the city, except for termination of service, there will be an administrative service fee applied to the utility bill for the initial monthly of that period.

(Ord. No. 45-A, art. II, 10-8-91)

Sec. 70-37. Application for sanitation collection service and deposit.

Any persons or entities seeking waste collection service from the city shall make application for said service and pay a sanitation service deposit as stated on the current fee schedule maintained on file in the office of the city clerk. Applications for waste collection service through the city are available at city hall. A waste collection service deposit is due to the city at the time application is made to establish collection service. Service shall not be provided to any person or entity who does not qualify under this chapter for said service and who has not made application and paid said deposit for service. The city collection service deposit shall be returned in full to the customer upon cancellation of service with proof of payment in full for any outstanding sanitation bills and return of collection container. Otherwise, said deposit, in part or in full, shall be forfeited to city if any of the following apply: (1) customer has an outstanding balance for solid waste collection service; (2) customer's collection container is not returned to service provider or damaged beyond reasonable wear and tear; and/or (3) customer has abandoned premises and failed to cancel sanitation service.

Sec. 70-38. Liability for payment of fees.

The charges to be made for services rendered under this article shall be made against owners, occupants, tenants or lessees of buildings or premises receiving the garbage service by the city. Where an owner of property located in the city to which garbage services are furnished, leases his property to another, the owner shall remain liable for the payment of the garbage services furnished to his tenant, and it shall be the owner's responsibility to see that all bills incurred by his tenant for garbage services are paid.

(Ord. No. 45, art. V, 3-8-83)

Sec. 70-39. Discontinuance of service for failure to pay fees.

Should any person, owner, occupant, tenant or lessee of residential buildings and premises or of offices or businesses and commercial buildings and premises fail or refuse to pay the charges fixed against such owners,

occupants, tenants and lessees when due, the mayor and council on recommendation of the city manager shall be privileged to discontinue garbage services to such residential, office or commercial or business premises, until such fees have been paid in full.

(Ord. No. 45, art. V, 3-8-83)

Sec. 70-40. Enforcement of payment of fees.

If enforcement of the payment of fees for garbage services is necessary, the cost of such enforcement shall be at the expense of the owner or lessee liable for the payment of such garbage services, and collection may be made by process or procedure of law now available or which may hereafter be available, expressly including the right to cause a fi. fa. to be issued, levied, and collected in the same manner as ad valorem taxes are now issued and collected.

(Ord. No. 45, art. V, 3-8-83)

Sec. 70-41. Removal of receptacles after collection.

It shall be the duty of each owner, landlord, tenant or storekeeper to see that all garbage and refuse receptacles are removed from the curbside or the area adjacent to the street of the city within a 24-hour period of time from collection of the contents therein. No employee of the city shall assist in the performance of the duty of the owner, landlord, tenant, or storekeeper under this section.

(Ord. No. 102, 6-9-98)

Sec. 70-42. Interference with contents of receptacles.

No person, other than the owner thereof, shall scavenge, molest, or interfere with the contents of any garbage or refuse receptacle set out for removal by the city or its contractor, or remove any container from the location where the container has been placed by the owner thereof unless by permission of the city.

(Ord. No. 102, 6-9-98)

Sec. 70-43. Unauthorized accumulation of solid waste.

Any unauthorized accumulation of solid waste on any premises is declared to be a nuisance and is prohibited. Each owner or occupant shall prevent excessive and unsightly accumulation of waste upon the property occupied by him. Failure to remove any existing accumulation of solid waste within a reasonable time as may be fixed by written notice from the city shall be deemed a violation of this Code.

(Ord. No. 102, 6-9-98)

Secs. 70-44-70-65. Reserved.

Section 3. This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Hampton.

Section 4. This Ordinance shall take effect immediately upon its adoption. All Ordinances in conflict herewith are expressly repealed. It is the intention of the governing body, and it is hereby ordained that

(Supp. No. 15)

the provisions of this Ordinance shall become and be made a part of the Code of Ordinances, City of Hampton, Georgia, and the sections of this Ordinance may be renumbered, if necessary, to accomplish such intention.

Section 5.

- a. It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.
- b. It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause and phrase of this Ordinance is severable from every other, section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.
- c. In the event that any phrase, clause, sentence, paragraph or Section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or Sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and Sections of the Article shall remain valid, constitutional, enforceable, and of full force and effect.

Section 6. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 7. The effective date of this Ordinance shall be the date of adoption unless otherwise specified herein

SO ORDAINED, this _____ day of ~~June~~ July, 2024.

CITY OF HAMPTON, GEORGIA

ANAYO

ATTEST:


City Clerk Deputy

APPROVED AS TO FORM:


L'ERIN BARNES WIGGINS, City Attorney

First Reading: 10/08/2024

Second Reading/ Adoption: 11/12/2024

ORD. 2024-21