



41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346
P (678) 382-6700 F (678) 382-6701
dunwoodyga.gov

MEMORANDUM

To: Honorable Mayor and City Council
From: Warren Hutmacher, City Manager
Date: December 13, 2010
Subject: Sanitation Services Intergovernmental Agreement

The City of Dunwoody was provided a two-year transition period in which DeKalb County was required to provide the City of Dunwoody with the services our citizens and businesses were receiving from the County prior to incorporation. The scope of the services and the costs to the City (or residents and business owners) were required to equal the cost of providing the service.

For the past two years, the County has provided both residential and commercial sanitation services at the same rate structure charged to other customers served by DeKalb County. After December 31, 2010 the County is no longer obligated to provide these services to the City of Dunwoody.

Staff has negotiated an Intergovernmental Agreement (IGA) with DeKalb County for sanitation services. This agreement is attached to this memorandum.

The IGA states that the County will provide full service residential and commercial sanitation services to our businesses and residences at the same rate structure charged to all of its other customers for a period of one year. The agreement can be terminated by either party for any reason or no reason at all with six (6) months notice.

Staff attempted to negotiate an agreement that would separate residential and commercial sanitation services. The County would not agree to an IGA that did not include both of these services in one agreement for operational efficiency reasons. If the City wishes in the future to outsource either residential or commercial services, the agreement would need to be either amended or terminated.



41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346
P (678) 382-6700 F (678) 382-6701
dunwoodyga.gov

The IGA also states that the City and the County will continue discussions regarding expanded recycling options for City residents and businesses (to include Apartment complexes). More time is required to flesh out and agree on the details of this enhanced service level for the City of Dunwoody.

I recommend approval of this IGA. Failure to adopt the IGA puts the City at risk since the County has no obligation to provide services past the end of this year. Additionally, the City is required to have an agreement on how this service will be provided to complete our requirements for a Service Delivery Strategy Agreement (also on this Council agenda for consideration).

**A RESOLUTION TO APPROVE AND AUTHORIZE AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE CITY OF DUNWOODY AND DEKALB COUNTY
FOR SOLID WASTE MANAGEMENT SERVICES**

WHEREAS, the City of Dunwoody shall provide for the general health, sanitation and welfare for the inhabitants of the City; and

WHEREAS, providing the basic necessity of solid waste management services to its citizens will improve the quality of life and executing an Intergovernmental Agreement between the City and DeKalb County for provision of said services will comply with the state law requirement for solid waste management; and

WHEREAS, the Intergovernmental Agreement (IGA) between the City of Dunwoody and DeKalb County to provide for solid waste management services, as attached hereto and incorporated herein, has been negotiated.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Dunwoody and it is resolved by the authority of said City Council, that by passage of this Resolution the City of Dunwoody Mayor and City Council authorize an Intergovernmental Agreement (IGA) for the provision of Solid Waste Management Services currently operated by the County, as attached hereto and incorporated herein. The Mayor and Council direct the City Manager to send a certified copy of this Resolution to the Chairman of the DeKalb County Board of Commissioners and the DeKalb County Chief Executive Officer.

SO RESOLVED AND EFFECTIVE, this 13th day of December, 2010.

Approved:

Ken Wright, Mayor

Attest:

Sharon Lowery, City Clerk

Seal

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF SOLID WASTE MANAGEMENT SERVICES
BETWEEN
DEKALB COUNTY, GEORGIA and
THE CITY OF DUNWOODY, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between DeKalb County, Georgia (“County”) and the City of Dunwoody, Georgia (“City”).

WHEREAS, DeKalb County, Georgia is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City of Dunwoody is a municipality created by the 2008 Georgia General Assembly pursuant to Senate Bill 82 (hereinafter referred to as “SB 82”) ; and

WHEREAS, the Georgia Solid Waste Management Act (“SWMA”) at O.C.G.A. § 12-8-31.1(a) requires each city and county in Georgia to develop or be included in a comprehensive Solid Waste Management Plan (“SWMP”) that conforms to the procedures promulgated by the Georgia Department of Community Affairs; and

WHEREAS, the City desires to ensure that its citizens receive Solid Waste Management Services, as defined herein, in a manner consistent with the SWMA; and

WHEREAS, the County has an approved SWMP in place that is effective through 2014; and

WHEREAS, the County collects, transports and disposes Solid Waste, as defined herein, in accordance with its SWMP and currently provides Solid Waste Management Services to unincorporated DeKalb County and municipalities located in the County; and

WHEREAS, the geographic area that now comprises the City has been and continues to be a part of the County's SWMP; and

WHEREAS, the City desires to continue to be a part of the County's SWMP; and

WHEREAS, the County and the City further desire to establish the cost of the Solid Waste Management Services to be provided by the County to the City pursuant to this Agreement; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

**ARTICLE 1
PURPOSE AND INTENT**

The purpose of this Agreement is to provide for continued Solid Waste Management Services within the City.

**ARTICLE 2
DEFINITIONS**

For purposes of the Agreement, the following terms shall be defined as:

2.1 **Commercial Establishment** means any hotel, motel, apartment house, rooming house, business, industrial, public or semipublic establishment of any nature or kind whatsoever other than a single dwelling unit/residential unit and condominiums.

2.2 **Commercial Refuse** means waste material from industrial processes manufacturing canneries, slaughterhouses, packing plants, poultry processing plants or similar industries, and large quantities of condemned foods. Commercial refuse also includes waste material from the construction, remodeling and repair operations on houses, commercial buildings, multiple dwellings and other structures such as concrete, bricks, plaster, stone, earth, lumber, roofing materials, gutters, shavings and sawdust.

2.3 **Garbage** means food waste, including waste accumulation of animal or vegetable matter used or intended for use as food, or that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetables.

2.4 **Refuse** means Garbage, Rubbish or Commercial Refuse.

2.5 **Rubbish** means waste paper, cartons, boxes, wood, tree branches, yard trimmings, furniture, appliances, metals, cans, glass crockery, dunnage and/or similar materials.

2.6 **Solid Waste** means any Garbage or Refuse; sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility; and other discarded material including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agriculture operation materials; solid or dissolved matters in domestic sewage; solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. Section 1342; or source, special nuclear, or by-product material as defined by the federal Atomic Energy Act of 1954, as amended and as defined by O.C.G.A. § 12-8-22(33) as may hereafter be amended.

2.7 **Solid Waste Management Services** includes collection, transportation and disposal of Solid Waste from residences, Commercial Establishments and other Special Services as described in this section. Residences shall be provided twice weekly curbside garbage collection, including backdoor service for medically eligible residents. Residences shall be allowed unlimited volume of garbage collection. Commercial Establishments shall be provided collection services one to six times per week, to be determined by the Commercial Establishments. Commercial Establishments shall also be provided mixed paper commercial recycling services one to five times weekly, to be determined by the Commercial Establishments. As a service to the public, the County shall collect mixed paper recycling from drop off sites at various County libraries and fire stations. Special Services the County shall provide include: once a week yard waste pick-up and appliance pick up; once a week residential subscription recycling service (over 22,000 subscribers since county-wide program started in August 2005); mixed paper and co-mingled (plastics, glass, aluminum and metal containers) recycling in County office buildings and facilities; fee based special and bulky material collection and dead animal collection; scheduled mowing and maintenance of County owned properties, major roads and right of way (ROW) maintenance; and road litter and illegal dumping abatement programs.

ARTICLE 3 TERM OF AGREEMENT

The term of the Agreement is for a minimum of one year, commencing January 1, 2011 at 0000 hours through 2400 hours on December 31, 2011. This Agreement shall automatically renew without further action by the City or the County on January 1st of each succeeding year for an additional one (1) year for a total lifetime Agreement of fifty (50) years, unless previously terminated in accordance with the termination provisions of this Agreement.

ARTICLE 4 COMPENSATION AND CONSIDERATION

4.1 For the Solid Waste Management Services to be rendered during the term of this Agreement, the City agrees that the County shall remain entitled to impose and collect its fees in a manner consistent with the fees imposed and collected from the residents and Commercial Establishments in the unincorporated area of the County. Currently, residential property owners shall be billed annually as a separate line item on their County tax bill. Commercial Establishments shall be billed monthly. The County agrees that residential property owners and Commercial Establishments shall be charged fees at the same rate and in the same manner as such fees are imposed and collected within the unincorporated portion of DeKalb County.

**ARTICLE 5
PUBLIC WORKS DIRECTOR**

The County Public Works Director will direct and manage the Solid Waste Management Services the County provides under this Agreement.

**ARTICLE 6
SERVICES**

The Solid Waste Management Services the County will provide City during the term of this Agreement shall be identical to the services provided in unincorporated areas of County. The City is interested in pursuing additional recycling options for its residents and businesses and the County is willing to discuss and evaluate such options with the City during 2011. The City Manager and the County Public Works Director agree to confer in person on or before March 1, 2011 to mutually evaluate the cost and benefit of additional recycling options.

**ARTICLE 7
EQUIPMENT**

The County agrees to provide all equipment and personnel necessary to execute the Solid Waste Management Services contemplated in this Agreement.

**ARTICLE 8
AUTHORITY TO ENFORCE THE COUNTY'S APPLICABLE COLLECTION
AND DISPOSAL CODE**

8.1 The County shall have concurrent authority to enforce the County codes governing Solid Waste Management, including collection and disposal services as addressed in the Code of DeKalb County, as Revised 1988, Article I, Section 22-1 through 22-5, Article II, Section 22-26 through Section 22-35, Article III, Section 22-51 through 22-60 and Article IV, Section 22-61 through 22-69 within the City. The County's Public Works Director shall be responsible for enforcing the County's collection and disposal code and related provisions. The County Public Works personnel assigned to the City, shall take an oath administered by the Judge of the Municipal Court of the City, as prescribed by O.C.G.A. §§ 45-3-1 and 45-3-10.1 prior to undertaking code enforcement duties pursuant to this Agreement to enforce the ordinances regulating Solid Waste Management.

8.2 Every County Public Works personnel assigned to the City shall still be deemed to be a sworn officer of the County while performing the services, duties and responsibilities hereunder and is vested with the police powers of the County that are necessary to provide the code enforcement within the scope of this Agreement.

November 15, 2010

8.3 County Public Works personnel shall be and hereby are vested with the additional power to enforce the applicable ordinances of the City regulating Solid Waste Management, to issue citations incident to the enforcement of such County and City ordinances, and to perform other tasks as are reasonable and necessary in the exercise of their powers. This vesting of additional powers to enforce these County and City ordinances is made for the sole and limited purpose of giving official and lawful status to the performance of code enforcement services provided by sworn officers within the City.

8.4 County Public Works Department personnel shall enforce County and City ordinances regulating Solid Waste Management Services and shall appear in the Municipal Court of the City as necessary to prosecute cases made therein. The City agrees to compensate the County Public Works Department personnel for their appearance in the Municipal Court pursuant to state law. The City further agrees to provide, at its own expense, citation books containing the printed Municipal Court information to County personnel working within the City.

8.5 On or before January 1, 2011, the City will adopt solid waste management ordinances that are no less stringent and are as broad in scope as Attachment "A", the Code of DeKalb County, Georgia, Article I, Section 22-1 through 22-5, Article II, Section 22-26 through Section 22-35, Article III, Section 22-51 through 22-60 and Article IV, Section 22-61 through 22-69, attached hereto and incorporated by reference, (hereinafter referred to as the County's solid waste management ordinances). If the City does not enact solid waste management ordinances at least as stringent as the County's solid waste management ordinances prior to March 1, 2011, this Agreement will immediately terminate with no further action required of the County. Whenever the County intends to amend its solid waste management ordinances, it will forward a copy of such proposed amendment(s) at least 90 days prior to the date of enactment to the City Manager. If the City does not enact amendments at least as stringent as those adopted by the County within 60 days of the County's enactment, this Agreement will immediately terminate with no further action required of the County;

ARTICLE 9 EMPLOYMENT STATUS

All County Public Works Department personnel operating in the City, as well as any other County personnel operating under this Agreement are and will continue to be employees of the County for all purposes, including but not limited to duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

**ARTICLE 10
RECORDKEEPING AND REPORTING**

The County Public Works Department is the central repository for all Solid Waste related records and makes available public records as defined by the Georgia Open Records Act, O.C.G.A. 50-18-70, *et seq.* During the term of this Agreement, the County will continue to maintain all reports relating to Solid Waste Management activities it conducts within the City. Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

**ARTICLE 11
CITY – COUNTY RELATIONS**

The County Public Works Department Director shall be the County's main point of contact regarding Solid Waste Management issues and will coordinate with the City Manager as appropriate.

**ARTICLE 12
TRANSITION**

The County and City agree that 180 days prior to the end date of this Agreement, the City Manager and the County's Executive Assistant will meet and confer to determine whether the City desires to extend the Agreement.

**ARTICLE 13
TERMINATION AND REMEDIES**

The City and the County may terminate this Agreement with or without cause, by giving 180 days prior written notice to the other party. The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

**ARTICLE 14
NOTICES**

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Executive Assistant or by the County to the City Manager via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

November 15, 2010

If to the County:

Executive Assistant
1300 Commerce Drive 6th Floor
Decatur, Georgia 30030
404-371-3691, Office number
404-371-2116, Facsimile number

With a copy to:

County Attorney
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030
404-371-3011, Office number
404-371-3024, Facsimile number

If to the City:

City Manager
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346
678-382-6701, Facsimile number

With a copy to:

City Attorney
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346
678-382-6701, Facsimile number

ARTICLE 15 EXTENSION OF AGREEMENT

This Agreement may be extended at any time during the term by mutual written consent of both parties so long as such consent is approved by official action of the City Council and approved by official action of the County governing authority.

ARTICLE 16 NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 17 ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement

shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

**ARTICLE 18
SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Dekalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

**ARTICLE 19
BINDING EFFECT**

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

**ARTICLE 20
COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

November 15, 2010

DEKALB COUNTY, GEORGIA


By: _____ (SEAL)

W. Burrell Ellis, Jr.
Chief Executive Officer
DeKalb County, Georgia

ATTEST:

Barbara Sanders, CCC
Clerk of the
Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:



Viviane H. Ernstes
Chief Assistant County Attorney

APPROVED AS TO SUBSTANCE:

William R. Rhinehart
Public Works Director

CITY OF DUNWOODY, GEORGIA

(Seal)
Ken Wright
Mayor

Sharon Lowery
Municipal Clerk

Approved as to Form:

Brian Anderson
City Attorney

Attachment "A"

Sec. 22-1. - Definitions.

For the purposes of this chapter, certain terms and words are defined. Where words have not been defined, but are defined in section 1-2, those words shall have the meaning as defined therein. The following words, terms and phrases, when used in this chapter shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Approved receptacle for residential solid waste means a galvanized metal container or durable plastic container or durable plastic bag with the capacity of not less than twenty (20) gallons and no more than thirty-two (32) gallons, with the containers having two (2) durable handles on the sides thereof and a removable tight-fitting top. All containers shall be waterproof. Oil or grease drums, paint cans and similar salvaged containers shall not be acceptable.

Approved receptacle for yard debris trimmings means a biodegradable paper bag, empty card board box, clean galvanized metal container or durable plastic container with a capacity of not less than twenty (20) gallons and no more than forty (40) gallons. Containers shall have two (2) durable handles on the sides thereof or a bail by which it may be lifted. Oil or grease drums, paint cans and similar salvaged containers shall not constitute an approved receptacle for yard debris trimmings.

Collector means a person who, under agreements, verbal or written, with or without compensation, does the work of collecting and/or transporting solid waste from industries, offices, retail outlets, businesses, institutions and/or similar locations or from residential dwellings; provided, however, that this definition shall not include an individual collecting and/or transporting waste from the individual's own single-family dwelling unit.

Commercial container means a manufactured container suitable for emptying by mechanical equipment and approved by the director. The following general standards are prescribed for commercial containers:

- (1) All containers must be steel, continuous welded and properly reinforced.
- (2) All lids will be flanged and reinforced for strength.
- (3) Pickup side of container shall be reinforced inside or outside at point of torque tub contact.
- (4) Inside reinforcement shall be pressed steel angel.
- (5) Bottoms shall be reinforced with one-and-one-half-inch drain plug installed flush to bottom.
- (6) All containers shall be primed and finished with enamel and epoxy paint.
- (7) Body dimensions as to length and height of container can vary with the size of container; however, all container widths will be seventy (70) inches. Minimum gauges of steel shall be as follows:

Walls	12 gauge
Ends	12 gauge
Bottoms	12 gauge for 4 cu. ft. and below
	10 gauge for all over 4 cu. ft.
Lids	16 gauge
Doors	14 gauge

Commercial establishment means any hotel, motel, apartment house, rooming house, business, industrial, public or semipublic establishment of any nature or kind whatsoever other than a single dwelling unit/residential unit and condominiums.

Commercial front loader container means a manufactured container suitable for emptying by mechanical equipment and approved by the director.

Commercial/industrial solid waste means solid waste from commercial establishments that includes but is not limited to material from industrial processes, manufacturing canneries, slaughterhouses, packing plants, poultry processing plants or similar industries, and food waste.

Compactor container means a manufactured commercial container of any size with a self-contained compacting mechanism or an external compactor which is designed to be used in conjunction with the individual home appliance.

Compactor front loader container means a manufactured commercial container of any size with an external mechanical compacting system that detaches in order to be serviced by driving forward to the container using a commercial front loader vehicle.

Compactor roll-off container means a manufactured commercial container of any size with an internal or external mechanical compacting system that either detaches or is fully self-contained and is serviced by backing up to the container and hoisting it onto a commercial roll-off container vehicle.

Condominium means individual ownership units in a multifamily structure with a front and back entrance to each

unit on the ground level.

Construction and demolition solid waste means solid waste from construction and demolition projects that include but is not limited to remodeling, repair operations on houses, commercial buildings, multiple dwellings and other structures such as concrete, bricks, plaster, stone, earth, lumber, roofing materials, gutters, shavings and sawdust.

Conveyance means any automobile, plane, train, bus, bicycle, motorcycle or other method of transporting persons from one place to another.

Department means the public works department or its successor for purposes of this chapter.

Director means the director of the public works department or designee.

Discard means to throw, abandon, place, deposit, discharge, dump, bury, burn or dispose of a substance.

Disposal facility means any facility or location where any treatment, utilization, processing or deposition of solid waste occurs.

Finance director means the director of the department of finance as established by Ga. L. 1981, p. 4304.

Garbage means waste including but not limited to food waste, including waste accumulation of animal or vegetable matter used or intended for use as food, or that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetables.

Hazardous waste means solid or liquid waste that does not meet the toxic characteristic leachate procedure requirements and includes but is not limited to highly flammable or explosive wastes; toxic wastes; industrial sludge; and other waste material that the director determines to be a likely hazard to the public health, safety or environment, except radioactive waste materials.

Incinerator means the high temperature waste combustion unit designed to dispose of pathological matter.

Landfill means a method of disposing of solid wastes, other than putrescible wastes or hazardous wastes, on land by placing an earth cover thereon.

Litter means, but is not limited to, any organic or inorganic waste material, rubbish, refuse, garbage, trash, yard debris, 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 but the term litter does not include "waste" as that term is defined in O.C.G.A. § 16-7-51(6), as amended.

Multiple dwelling means a building designed for and containing two (2) or more dwelling units.

Municipal solid waste means, but is not limited to, any solid waste derived from households, including garbage, trash and solid waste from single-family and multifamily residences, hotels and motels, bunkhouses, campgrounds, picnic grounds, and day use recreation areas. The term includes yard debris not separated for recycling and commercial solid waste but does not include solid waste from mining, agricultural, or silvicultural operations or industrial processes or operations.

Noncombustible trash means, but is not limited to, materials which are unburnable in the incinerator or at incinerator temperature of eight hundred (800) to one thousand eight hundred (1,800) degrees Fahrenheit such as mineral water, metal furniture, large metal scraps and wires, auto bodies or parts, and other similar materials.

Owner means any person or entity that generates solid waste on real property in the county and who is designated by the records of the office of tax commissioner as the owner of such real property within the county.

Plastic bag means a polyethylene or other heavy-duty plastic bag meeting the National Sanitation Foundation standard of at least one and one-half (1.5) mils and not exceeding a thirty-two-gallon capacity.

Public or private property means the right of way of any road or highway; any body of water or watercourse or the shores or beaches thereof; any park, playground, building, refuge, or conservation or recreation area; timberlands or forests; and land used for business, residential, commercial, industrial, or farm purposes.

Putrescible waste means wastes that are capable of being decomposed by microorganisms. Examples of putrescible wastes include but are not necessarily limited to kitchen wastes, animal manure, offal, hatchery and poultry processing plant wastes, and garbage.

Recycle means any process by which materials that would otherwise become solid waste are collected, separated or processed and reused or returned to use in the form of raw materials or products.

Refuse means garbage, rubbish or commercial refuse.

Residential unit means any freestanding structure or shelter or any part thereof used or constructed for use as a residence for one (1) family.

Sanitary landfill means a method of disposing of putrescible waste on land for final disposition and/or management.

Sanitation or sanitary district means designated service areas established by this Code or by a contract with a municipality.

Scavenge means uncontrolled picking from discarded solid waste materials.

Solid waste means any garbage or refuse; sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility; and other discarded materials including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operation materials; solid or dissolved matters in domestic sewage; solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject under 33 U.S.C. § 1342; or source, special nuclear, or by-product material as defined by the federal Atomic Energy Act of 1954, as amended and as defined by O.C.G.A. § 12-8-22(33), as amended.

Special industrial waste container means any container such as a metal box, bucket, an open bed container or special container used for transporting chemicals, paint, metals, glass, oil products, plastics or any type of material that requires special handling and cannot be incinerated.

Stationary compactor means an object of refuse container system which compacts refuse at the site of generation into a pull-on detachable container.

Tax commissioner means the constitutional officer charged with collecting both state, county and special taxes as established by Ga. L. 1927, p. 558, § 2.

Yard debris means leaves, brush, grass clippings, shrub and tree prunings, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from landscaping development and maintenance other than mining, agricultural, and silvicultural operations.

(Code 1976, § 6-3003; Ord. No. 94-29, 12-27-94; Ord. No. 96-13, § 1, 8-13-96; Ord. No. 01-20, Pt. I, 7-24-01; Ord. No. 04-11, Pt. I, 9-28-04)

Cross reference—Definitions and rules of construction generally: § 1-2.

Sec. 22-2. - Applicability.

This chapter applies to the preparation and storage, collection, transportation and disposal of all refuse in the unincorporated area of the county, including all public and private property, and any property within a municipality that contracts with the county for collection and disposal services. This chapter prescribes rules and regulations therefore, regulates the collection of garbage and refuse, provides for the licensing and regulation of private garbage and refuse collection, prescribes rules and regulations for hauling garbage, refuse and other waste material within or through the county, and prohibits the unlawful deposit of litter within the unincorporated area of the county.

(Code 1976, § 6-3002; Ord. No. 04-11, Pt. I, 9-28-04)

Sec. 22-3. - Private transportation of refuse.

- (a) It shall be unlawful for any person including county refuse collectors and sanitary contractors to haul, convey or cause to be conveyed any refuse, including discarded building material or discarded furniture, upon or along the public streets and roadways except when the material transported is adequately secured in such a manner as to prevent it from falling, leaking or being blown from transporting vehicles. The operator or owner of the offending vehicle shall be personally responsible for any violation of this section.
- (b) It shall be unlawful for any person not licensed by the county to collect and haul any refuse other than that arising from such person's own accumulation within any areas of the county in which refuse collection service is maintained by the county.

(Code 1976, § 6-3009)

Sec. 22-4. - Disposal of refuse and garbage generally.

- (a) It shall be unlawful for any person to dump or to cause to be dumped any garbage, refuse, litter, junk, appliances, equipment, cans, bottles, paper, lumber, trees, tree limbs, brush or parts thereof anywhere in the unincorporated area of the county except as may be permitted by county regulations at the incinerator or sanitary landfills

operated by the county without the expressed approval by action of the board of commissioners under such terms and conditions as may be invoked from time to time by the board.

- (b) The provisions of subsection (a) of this section do not apply to the dumping on private property with the owner's permission of sand, dirt, broken dirt, blocks, broken pavement or other suitable material for use as a fill to raise the elevation of the land, provided it is not maintained in an unsightly condition and provided the owner or owners of the property on which such material is dumped agrees to level such dumped material with appropriate grading equipment and assess the cost thereof against the real property on which such material was dumped.
- (c) If any of the matter or material dumped in violation of the provisions of subsection (a) of this section can be identified as having last belonged to, been in the possession of, sent to or received by, or to have been the property of any person prior to its being dumped as prohibited therein, this identification shall be presumed to be prima facie evidence that the owner dumped or caused to be dumped such matter and material in violation of this chapter.
- (d) For information leading to the arrest and conviction of any person violating the provisions of this chapter or the provisions of any state law prohibiting the dumping of garbage, refuse or litter on any public or private property within the county, the board shall pay a reward in the amount established by action of the board of commissioners, a copy of which is on file in the office of the clerk of the board of commissioners, to the person furnishing such information leading to such arrest and conviction and such monies as may be a necessary cost of the operation and administration of the county government.
- (e) All compactors containing combustible materials emptied at a county disposal facility will pay the price per ton established in section 22-33 of this chapter.

(Code 1976, § 6-3011)

| Sec. 22-5. - Operation of private landfills.

- (a) No sanitary landfill or dump shall be operated within the county without written approval of the county and the state.
- (b) Sanitary landfill and landfill hours of operation shall be limited to eighteen (18) hours each day, from 6:00 a.m. to 12:00 a.m., unless daily cover is applied and utilized in the manner described in the sanitary landfill's or landfill's design and operating plan approved by the State of Georgia Environmental Protection Division.

(Code 1976, § 6-3012; Ord. No. 99-15, § 1, 6-22-99)

| Sec. 22-26. - Notice to owner, occupant of unacceptable container or area.

The county, upon determining that a can, container or area is becoming or has become unserviceable or unsanitary or likely to cause an unsanitary condition, shall issue a notice to the owner or occupant of the premises upon which the can, container or condition exists to inform such person of the condition existing.

(Code 1976, § 6-3004(b))

| Sec. 22-27. - Pickup routes and districts established.

The county shall divide the unincorporated areas of the county into pickup routes, which routes shall be plainly outlined on a map of the county and numbered numerically. The county shall prepare a list of the names of all the streets, roads, alleys, drives, highways and other public thoroughfares within each route; shall keep the map and lists for public inspection; and shall furnish a copy of the map showing any particular route along with a list of the names of the public thoroughfares therein to any person who requests them upon the payment of the actual cost for the reproduction of the map and list by either a county or commercial facility, whichever is available.

(Code 1976, § 6-3005)

| Sec. 22-28. - Preparation and storage of residential refuse for collection; placement; unacceptable refuse.

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

- (1) All garbage shall be free from liquid and initially placed in watertight plastic bags with the tops of such bags securely closed. The owner shall then place the closed plastic bags in an approved receptacle for residential solid waste to be collected and removed by the appropriate county employee.
- (2) Other household refuse will be containerized in disposable containers (box, watertight or plastic bag) except that tree branches and heavy brush which will not fit into containers shall be cut in lengths not exceeding four (4) feet in length and stacked in a compact pile on the parkway in front of the residence adjoining the curb, but these piles shall not extend into the street. Sticks, hedge clippings and small brush shall be gathered into bundles and tied securely so that each bundle does not exceed four (4) feet in length nor weigh more than fifty (50) pounds. The county will not collect logs and limbs over four (4) inches in diameter or over four (4) feet long.
- (3) Noncombustible trash and liquids will not be collected by the county and shall be disposed of by other means.
- (4) All refuse receptacles, except single-use paper or plastic bags, single-use paper or cardboard boxes, shall be kept clean and free of accumulated waste and shall be treated with an effective insecticide if necessary to prevent nuisance.
- (5) It shall be the duty of the occupant of any single residential unit, condominium or multiple residential unit not serviced by a commercial container to place refuse receptacles, watertight paper or plastic bags securely tied, rubbish and bundles, on assigned collection days, at a front curbside location in such a manner as not to obstruct passage; except that the residential superintendent may require it to be placed on any side of a property for the reasons of topography or efficiency. It shall also be the duty of the occupant to place the refuse at an appropriate curbside location at or before 8:00 a.m. or prior to the arrival of the sanitation truck; this placement shall not be made before 5:00 p.m. on the day prior to collection day. Any refuse placed on the curb after the departure of the pickup crew shall be at the peril of the owner and the owner shall be subject to prosecution for violation of this chapter should the street become littered from the refuse.
- (6) It shall be the duty of the occupant to remove containers from the curbside location to the storage location, which storage location shall be nearer to the residential unit located on the premises than to any street abutting the premises; the removal shall be accomplished not later than 7:00 p.m. on the day the contents are emptied and collected.
- (7) Each owner shall prevent the continued, excessive and unsightly accumulation of refuse upon the property such person occupies or the public thoroughfares adjoining the property.

- (8) It shall be unlawful to place or cause to be placed in any refuse can or container for collection any acid, explosive material, inflammable liquid or dangerous or corrosive material of any kind.
- (9) Inoperative, privately used or worn out household appliances (refrigerators, stoves, washing machines, dryers, discarded furniture) will be collected at the curb on an on-call basis to the department.
- (10) Commercial waste generated from the conduct of business or commercial enterprise carried on from residential units will not be collected except on a special fee basis.

(Code 1976, § 6-3006; Ord. No. 04-11, Pt. I, 9-28-04)

Sec. 22-29. - Preparation and storage of commercial and multiple dwelling refuse for collection.

- (a) Before a building permit shall be issued for construction of a commercial establishment, condominium or multiple dwelling, arrangements for the storage of refuse and location of containers must be approved by the county.
- (b) Commercial containers at existing commercial establishments and multiple dwellings shall be placed at locations approved by the county for collection by the county. The county will not collect refuse from commercial establishments or multiple dwellings unless it is placed in commercial containers, properly located. Cardboard boxes shall be flattened and placed in containers.
- (c) Where the occupants of two (2) or more commercial establishments share the use of a refuse can or commercial container, it shall be the joint responsibility of the users to maintain the area surrounding such cans or containers clean and free of accumulations of refuse.
- (d) The occupant, or occupants, of commercial establishments and the management of multiple dwellings serviced by commercial containers shall be responsible for maintaining the area surrounding such commercial containers clean and free of accumulations of refuse.
- (e) All garbage and rubbish shall be free of liquid and placed in watertight paper or plastic bags with the tops secured prior to placing in commercial containers.
- (f) Commercial containers containing any of the following items will not be emptied:
 - (1) Large household or industrial appliances.
 - (2) Furniture.
 - (3) Tires.
 - (4) Wooden crates.
 - (5) Logs or limbs over four (4) feet in length or four (4) inches in diameter.
 - (6) Bed springs.
 - (7) Rock, dirt, concrete blocks, etc.
 - (8) Uncontainerized garbage, yard debris and household trash.
- (g) Normal household appliances will be collected on a special fee basis at multiple dwellings served by commercial containers, when placed adjacent to the commercial container and reported to the department.
- (h) It is unlawful to place or cause to be placed in any refuse can or container for collection any acid, explosive material, inflammable liquids or dangerous or corrosive material of any kind.

(Code 1976, § 6-3007)

Sec. 22-30. - Collection of refuse generally; conditions for collection by county.

- (a) Refuse may be collected for disposal by the county, by municipalities or by persons or commercial sanitation firms licensed by the county.
- (b) The county and its licensed scavengers will collect refuse under the following conditions:
 - (1) Refuse will be collected twice each week from residential units except for exceptionally large piles of limbs which may require an excessive period of time to load.
 - (2) Refuse will be collected as often as six (6) times a week from commercial establishments.
 - (3) Dead animals (other than dogs and house pets) will not be collected, and dead dogs and house pets will be collected only from animal hospitals, curbsides and public rights-of-way. Dead house pets shall be in a plastic bag and placed at the curb. They will be collected on a special fee basis and on an on-call basis by the county. Large dead animals shall be disposed of by burying on the individual's property to whom the animal belongs as the county has no responsibility to supply service for the removal and disposal of large dead animals.
 - (4) Collection service shall be discontinued where garbage or trash cans or commercial containers are inadequate or have been condemned as unfit by an inspector and notice has been given to the owner

or occupant of the premises who has refused to correct the situation then existing.

- (c) The county shall not be responsible for collecting or hauling discarded building material, dirt, rock or discarded furniture and appliances from private property, nor shall it be responsible for collecting or hauling trees, bushes or other vegetation from commercial tree trimmers, landscapers or building contractors except on a special fee basis.

(Code 1976, § 6-3008)

| Sec. 22-31. - Garbage collection for disabled persons.

- (a) Any person who is a full-time resident of a residential unit who is disabled to the extent of being incapable of moving refuse and shall obtain a physician's certificate as to this disability shall not be required to place the refuse at curbside. This section does not apply unless all of the persons in a residential unit are disabled and obtain a physician's certificate. These certificates will be mailed to the director for appropriate notification of pickup crews. This subsection also applies to temporary disability not to exceed ninety (90) days (extensions are required).
- (b) Residential cans shall not be placed more than one hundred fifty (150) feet from the curb or road edge, nor will refuse cans be picked up if any of the following conditions exist:
- (1) Gates are locked.
 - (2) Gates are wired or tied shut.
 - (3) Dogs are loose in yard.
 - (4) Cans are in carports or garages.

(Code 1976, § 6-3013)

| Sec. 22-32. - Billing for sanitary services, sanitary docket.

(a) *Commercial establishments.*

- (1) It shall be the duty of the finance director or authorized designee to prepare and mail to each owner or lessee of a commercial establishment in the sanitary districts of the county a monthly billing for sanitary services. These monthly payments shall be paid in advance by the owner or lessee of the commercial establishment property. It shall be the duty of the finance director to enforce the collection of commercial establishment fees and assessments imposed by this chapter. Failure by the owner or lessee of a commercial establishment to pay any amount due for the collection and disposal of refuse and/or fee imposed pursuant to section 22-33 shall be unlawful and an offense in violation of this Code. Failure by any owner or lessee of a commercial establishment to pay any amount due for the collection and disposal of refuse and/or fee imposed pursuant to section 22-33 may be treated by the county as a debt for which an action at law may be brought in the same manner as any other charge, assessment or debt, including a late payment penalty and interest thereon as provided by section 2-112.
- (2) It shall be the duty of the finance director or authorized designee thereof to prepare, maintain and keep for public inspection a complete record of the name of each commercial establishment owner, the address or by tax map reference if no street address is available, the amount due for the calendar year, the amount of each monthly payment and an entry showing when each payment was made. This record shall be called the commercial establishment sanitary docket and shall be prepared monthly in advance. Each monthly docket shall be cumulative of all unpaid monthly installments.
- (3) Upon the request of any person interested in examining the title of any parcel of real estate in the sanitary districts of the county, the person in charge of the maintenance of the commercial establishment sanitary docket under the supervision of the finance director or authorized designee thereof shall furnish to such person a form statement showing the information required in this section, which form statement shall be signed by the person maintaining the docket and the finance director or an authorized designee as to the correctness of the information contained therein.
- (4) On premises being served by the department where there is a delinquent sanitary installment, after the owner or lessee of a commercial establishment thereof has been notified by the inclusion of the amount of the past due installment in a current statement or on a separate bill or other notice and the owner or lessee of a commercial establishment refuses to promptly pay it, the county may refuse sanitary pickup at those premises and sanitary service shall not be restored until these delinquent and current installments are paid in full.

(b) *Residential units.*

- (1) All fees for sanitary services assessed against residential units shall be assessed upon the tax commissioner's books for each year and shall be collected by the tax commissioner. After collection, the tax commissioner shall transfer the sanitary fees to the county treasury according to the same schedule

as county taxes. In collection of these sanitary fees, the tax commissioner shall be allowed to resort to any remedy or right allowed by law for the collection and payment of county taxes.

- (2) It shall be the duty of the tax commissioner to prepare and mail to each owner of a residential unit in the sanitary districts of the county an annual billing for sanitary services. This sanitary billing will appear as a separate line item assessment on the owner's annual property tax bill and shall become due and payable at the same time that county taxes are due and payable. If such sanitary billing remains unpaid, the tax commissioner or authorized designee, shall have the authority to issue a fi. fa. or execution against the property served, which fi. fa. or execution shall have the same lien dignity and priority as fi. fa.'s or executions issued for county taxes. Each annual installment shall become a lien against the property served on January 1 of each year in the same manner that a lien attaches for county taxes, and such lien shall cover the property of the owner until such billing for sanitary services is paid. Any sanitary billing amount that remains unpaid shall accrue penalty, interest and fi. fa. charges in the same manner and at the same rate as delinquent county taxes.

(Code 1976, § 6-3014; Ord. No. 94-29, 12-27-94; Ord. No. 01-20, Pt. I, 7-24-01)

| Sec. 22-33. - Fee.

The fees for the collection and disposal of refuse and providing such services and to construct and maintain facilities therefor shall be as established by action of the board of commissioners, a copy of which is on file in the office of the clerk of the board of commissioners.

(Code 1976, § 6-3015; Ord. No. 94-29, 12-27-94)

| Sec. 22-34. - Burning combustible materials in containers owned or used by county.

No person shall burn or attempt to burn or cause to be burned in any container belonging to or used by the county for refuse collection purposes any combustible material of any nature.

(Code 1976, § 10-4001)

| Sec. 22-35. - Yard trimmings disposal restrictions.

- (a) Notwithstanding any other provision of this chapter to the contrary, all yard trimmings shall be subject to the provisions of this subsection;
- (b) Yard trimmings shall not be placed in or mixed with municipal solid waste;
- (c) Yard trimmings shall not be disposed at municipal solid waste disposal facilities having liners and leachate collection systems or requiring vertical expansion;
- (d) Yard trimmings shall be sorted and stored for collection in such a manner as to facilitate collection, composting, or other handling;
- (e) Yard trimmings shall be sorted and stockpiled or chipped, composted, used as mulch, or otherwise beneficially reused or recycled to the maximum extent feasible;
- (f) It shall be the duty of the occupant or owner of any premises to separate yard trimmings from all other municipal solid waste;
- (g) Yard trimmings shall not be placed in a plastic bag but shall be placed in an "approved receptacle for yard trimmings" as defined in this chapter. All other requirements of this chapter regarding containing yard trimmings and refuse shall apply.

(Ord. No. 96-13, § 1, 8-13-96)

DeKalb County, Georgia, Code of Ordinances >> >> Chapter 22 - SOLID WASTE >> ARTICLE III. - PRIVATE SERVICES >>

ARTICLE III. - PRIVATE SERVICES

- Sec. 22-51. - Definition.
- Sec. 22-52. - License.
- Sec. 22-53. - Performance bond.
- Sec. 22-54. - Monthly charge for each container in use.
- Sec. 22-55. - Decals on trucks.
- Sec. 22-56. - Decals, identification on compactors, containers.
- Sec. 22-57. - Installation of stationary compactor unit; prior approval of plans.
- Sec. 22-58. - Special permit for handling special industrial waste.
- Sec. 22-59. - Establishment contracting services exempt from county sanitary assessment.
- Sec. 22-60. - Disposal of collected refuse.

Sec. 22-51. - Definition.

In this article, "commercial sanitation firm" includes any person engaged in the business of operating a sanitary compactor.

Cross reference—Definitions and rules of construction generally, § 1-2.

Sec. 22-52. - License.

- (a) No person shall engage in the business of operating a commercial sanitation firm without a license issued by the county. A license application in compliance with this section shall be submitted to the department for approval or other disposition.
- (b) Applications are available and may be submitted at the sanitation building, Camp Road, during working hours (8:00 a.m.—4:30 p.m.) Monday through Friday.
- (c) Each application shall have attached a list showing the type, size and location of stationary compactors, stationary compactor containers and/or industrial waste materials to be serviced by the applicant. A commercial sanitation firm applying for a permit to operate stationary compactors, stationary compactor containers or industrial waste containers shall certify at the time of application that the applicant or any corporate officer of the firm is not engaged in any illegal servicing of any commercial containers or refuse collection of any type in the sanitation district.
- (d) Approved licenses shall become effective on the first day of the calendar year. The fee to be paid to the county for each approved application shall be as established by action of the board of commissioners, a copy of which is on file in the office of the clerk of the board of commissioners. The fee shall be prorated for the remainder of the calendar year from the day this license is approved.

(Code 1976, § 6-3010(a)—(d), (m))

Sec. 22-53. - Performance bond.

Each authorized commercial sanitation firm shall post a performance bond with the county in the amount established by action of the board of commissioners, a copy of which is on file in the office of the clerk of the board of commissioners.

(Code 1976, § 6-3010(e))

Sec. 22-54. - Monthly charge for each container in use.

In addition, each authorized commercial sanitation firm shall pay a monthly charge in the amount established by action of the board of commissioners, a copy of which is on file in the office of the clerk of the board of commissioners, for each stationary compactor container or industrial waste container in use on the last

day of each month. This fee shall be paid on or before the fifteenth day of each succeeding month for which the service was rendered. A schedule of the location of each stationary compactor shall accompany the payment of the fees.

(Code 1976, § 6-3010(f))

| Sec. 22-55. - Decals on trucks.

Each truck used by a commercial sanitation firm to collect and transport combustible solid waste shall bear a decal issued by the department. The issuance and placement of the decal must be accomplished at the county sanitation office building, Camp Road, by the county.

(Code 1976, § 6-3010(g))

| Sec. 22-56. - Decals, identification on compactors, containers.

Each stationary compactor and industrial waste container shall carry in a conspicuous spot a decal issued by the county which shows it has been properly permitted to operate in the county. In addition each stationary compactor, stationary compactor container or industrial waste container shall carry in a conspicuous spot the name, telephone number and address of the firm permitted to service the stationary compactor, stationary compactor container or industrial waste container. Any arrangement between firms to service another's units must receive written approval from the county.

(Code 1976, § 6-3010(h))

| Sec. 22-57. - Installation of stationary compactor unit; prior approval of plans.

Plans and specifications for installing a stationary compactor unit shall be approved by the county prior to the installation. All stationary compactor shredders and stationary compactor containers shall be installed on class A, three thousand (3,000) psi concrete pads of not less than six (6) inches thickness. All installations shall comply with the requirements of the county mechanical code, fire code and health regulations.

(Code 1976, § 6-3010(i))

| Sec. 22-58. - Special permit for handling special industrial waste.

Special permits shall be granted to firms holding stationary compactor permits for the installation of special industrial waste containers to handle refuse requiring special handling or special equipment. No special industrial waste container shall be emptied at the incinerator.

(Code 1976, § 6-3010(j))

| Sec. 22-59. - Establishment contracting services exempt from county sanitary assessment.

A commercial establishment which contracts with a firm licensed to operate a stationary compactor service shall not be required to pay a county sanitary assessment while it uses the stationary compactor service, provided additional service is not supplied by the county.

(Code 1976, § 6-3010(k))

| Sec. 22-60. - Disposal of collected refuse.

Licensees under this article may dispose of their stationary compactor refuse and all acceptable

industrial waste container refuse at the county disposal facilities at a fee in the amount established by action of the board of commissioners, a copy of which is on file in the office of the clerk of the board of commissioners.

(Code 1976, § 6-3010(l))

DeKalb County, Georgia, Code of Ordinances >> - >> **Chapter 22 - SOLID WASTE >> ARTICLE IV.
- SCRAP TIRE ENFORCEMENT >>**

ARTICLE IV. - SCRAP TIRE ENFORCEMENT

Sec. 22-61. - Title.
Sec. 22-62. - Intent and purpose.
Sec. 22-63. - Definitions.
Sec. 22-64. - General.
Sec. 22-65. - Scrap tire storage, handling, and disposal.
Sec. 22-66. - Accumulation.
Sec. 22-67. - Compliance.
Sec. 22-68. - Enforcement.
Sec. 22-69. - Violations and penalties.

| Sec. 22-61. - Title.

This article shall be known as the "DeKalb County Scrap Tire Enforcement Ordinance."

(Ord. No. 14-03, Pt. I, 6-10-03)

| Sec. 22-62. - Intent and purpose.

The DeKalb County Board of Commissioners finds that protection of the environment is vital to the health, safety, welfare and economic progress of DeKalb County and its citizens. Therefore, it is the intent of this article to develop regulations and procedures that govern scrap tires from the point of generation to the point of disposal.

(Ord. No. 14-03, Pt. I, 6-10-03)

| Sec. 22-63. - Definitions.

For the purposes of this chapter, certain terms and words are hereby defined. Where words are not herein defined, but are defined in section 1-2, those words shall have the meaning as defined in therein.

Dump means to throw, discard, place, deposit, discharge, bury, burn, or dispose of a substance.

End user means the last person who uses the scrap tires, chips, crumb rubber, or similar materials to make a product with economic value, or in the case of energy recovery, the person who utilizes the heat content or other forms of energy from the incineration or pyrolysis of waste tires, chips or similar materials.

Environmental code enforcement officer means an officer of the county authorized by section 2-41 of this Code to write official warnings and citations to insure compliance with the DeKalb County scrap tire management ordinance and solid waste code. This definition shall include anyone designated by the county as a sanitation inspector.

Manifest means a document used to identify the quantity and composition and the origin, routing, and destination of scrap tires during transportation from the point of generation, through any intermediate points, to an end user, processor or disposer approved by the Georgia Department of Natural Resources, Environmental Protection Division, hereinafter referred to as EPD.

Mixed tires means a heterogeneous group of tires consisting of used, retreadable casings and scrap tires.

Recycle means any process by which materials which would otherwise become solid waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

Retreadable casing means a tire suitable for retreading.

Reused tire means a tire used for purposes, approved by the EPD, other than intended, such as playground equipment, offshore reefs, and erosion control.

Scrap tire means a tire that is no longer suitable for its originally intended purpose because of wear, damage, or defect.

Scrap tire carrier means any person engaged in picking up or transporting scrap tires, not otherwise exempted, for the purpose of removal to a scrap tire processor, end use, or disposal facility.

Scrap tire generator means any person who generates scrap tires. Generators may include, but are not limited to, retail tire dealers, retreaders, scrap tire processors, automobile dealers, private company vehicle maintenance shops, garages and service stations.

Scrap tire processing means any method, system, or other treatment designed to change the physical form, size, or chemical content of scrap tires and includes all aspects of its management (administration, personnel, land, equipment, building, and other elements) and includes processing by: shredding, chopping, chipping, baling, splitting, recycling or sorting of scrap tires.

Scrap tire processor means any person who is approved by the EPD to receive tires from scrap tire generators, scrap tire carriers or the general public for the purpose of scrap tire processing.

Scrap tire sorter means any person, other than the original scrap tire generators, who handles mixed tires by separating used tires and retreadable casing from scrap tires.

Solid waste means any garbage or refuse; sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility; and other discarded material including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operation materials; solid or dissolved matters in domestic sewage; solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. Section 1342; or source, special nuclear, or by-product material as defined by the federal Atomic Energy Act of 1954, as amended and as defined by O.C.G.A. § 12-8-22(33) as may hereafter be amended.

Tire means a continuous, solid or pneumatic covering designed for encircling the wheel of a vehicle that is not permanently attached to the vehicle or a part of the vehicle as original equipment.

Tire handling business means any person that derives fifteen (15) percent or more of its gross income from the sale, processing, transporting or disposal of tires.

Tire retailer means any person engaged in the business of selling new replacement tires.

Tire retreader means any person actively engaged in the business of retreading scrap tires by scarifying the surface to remove the old surface tread and attaching a new tread to make a usable tire.

Ultimate consumer means the last person who receives and uses a new replacement tire. Ultimate consumers may be, but are not limited to: individual, leasing and private companies purchasing tires from retail dealers for their vehicle fleets and government agencies.

Used tire means a tire which has a minimum of two-thirty-seconds (2/32) foot of road tread and which is still suitable for its original purpose. It must be inventoried and marketed in substantially the same fashion as a new tire, and the dealer must be able to provide satisfactory evidence to the county that a market exists, and that the used tires are in fact being marketed.

(Ord. No. 14-03, Pt. I, 6-10-03)

Sec. 22-64. - General.

It shall be unlawful to dump scrap tires or cause, suffer or allow the dumping of scrap tires at any place in DeKalb County including the following:

- (1) Any public highway, road, street, alley, or thoroughfare, including any portion of the right of way thereof, or on any other public lands except in containers or areas lawfully provided for such dumping; and
- (2) Any river, canal, stream, creek, or fresh water lake; and
- (3) Any public property or private property not owned or maintained by the alleged violator.

(Ord. No. 14-03, Pt. I, 6-10-03)

| Sec. 22-65. - Scrap tire storage, handling, and disposal.

- (a) O.C.G.A. § 12-8-20 et seq., as amended, are hereby incorporated in this section as if fully set forth herein.
- (b) It shall be the responsibility of the owner or occupant of property to store all scrap tires in a manner that will not adversely affect the public health and safety.
- (c) It shall be the responsibility of the owner or occupant of property to store all scrap tires in a manner that is consistent with federal, state and local law.

(Ord. No. 14-03, Pt. I, 6-10-03)

| Sec. 22-66. - Accumulation.

- (a) No person may store more than one hundred (100) scrap tires anywhere in the county. Any person storing in excess of one hundred (100) scrap tires shall be deemed to be in violation of this part. The following exceptions shall apply:
 - (1) A solid waste disposal site permitted by the division if the permitted by the EPD if the permit authorizes the storage of scrap tires prior to their disposal;
 - (2) A tire retailer with not more than three thousand (3,000) scrap tires in storage;
 - (3) A tire retreader with not more than one thousand five hundred (1,500) scrap tires in storage so long as the scrap tires are of the type that the retreader is actively retreading.
 - (4) An auto salvage yard with not more than five hundred (500) scrap tires in storage; and
 - (5) A scrap tire processor approved by the division so long as the number of scrap tires in storage do not exceed the quantity approved by the EPD.
- (b) It shall be unlawful for any person to store scrap tires except in a container, located outside of an authorized business, enclosed on all four (4) sides by a solid screen and having a secure top cover to prevent the accumulation of water in the container.

(Ord. No. 14-03, Pt. I, 6-10-03)

| Sec. 22-67. - Compliance.

- (a) *Scrap tire generator.* Any person who generates scrap tires shall obtain a scrap tire generator identification number issued by EPD and shall maintain copies of manifests for any scrap tires that have been shipped or removed from the business location within the past thirty-six (36) months. Separate identification numbers are required for each generator having multiple generation locations.
 - (1) The manifests shall include the following information:
 - a. Name and identification number of the generator;
 - b. Number and total tonnage (accurate to within ten (10) percent of actual number) of scrap tires to be transported;
 - c. Name and permit number of the scrap tire carrier;
 - d. Date of transport;
 - e. Destination of scrap tires; and
 - f. Signatures of the scrap tire generator, scrap tire carrier and scrap tire processor.
 - (2) The completed manifest(s) and the scrap tire generator identification number shall be made available to the environmental code enforcement officer upon request.
 - (3) Scrap tire generator identification numbers are not transferable; and each generator shall insure that the scrap tire section of the EPD approves the carrier being used to transport scrap tires.
- (b) *Scrap tire carrier.* It shall be the responsibility of the carrier to return a completed copy of the manifest to the scrap tire generator within thirty (30) days from the date on which the scrap tire carrier takes possession of the scrap tires. The date the scrap tire carrier takes possession of the scrap tires shall be indicated on the manifest.
- (c) *Tire handling businesses.* All tire handling businesses shall maintain an accurate inventory of all new and used tires received at the place of business, sold to a consumer, sent to another tire handling businesses, or shipped to an approved processor. Inventory and quarterly transport reports shall be kept on site and made available for inspection by environmental code enforcement officers. Quarterly reports shall be sent to the DeKalb County director of public works and shall include the following information:

- (1) Name of company that transported tires;
- (2) Name of owner of company and driver of transport vehicle;
- (3) Telephone number of transport company;
- (4) Valid environmental protection division scrap tire program transportation identification number;
- (7) Type of vehicle used to transport tires; and
- (8) Quarterly tire transport report shall be mailed to the address below:
DeKalb County Director of Public Works
1300 Commerce Drive
Decatur, Georgia 30030

(Ord. No. 14-03, Pt. I, 6-10-03)

| Sec. 22-68. - Enforcement.

- (a) Enforcement of this article shall be the responsibility of the DeKalb County Director Of Public Works or his or her designee.
- (b) The environmental code enforcement officers are authorized to enforce this article on behalf of DeKalb County, and shall be empowered to enter private property, with the owner's consent, at reasonable times in order to inspect the property for violation of this article. If the owner does not consent to such entry on private property for inspection, such officer shall obtain a warrant to enter upon the property.

(Ord. No. 14-03, Pt. I, 6-10-03)

| Sec. 22-69. - Violations and penalties.

Any person violating any portion of this article shall be guilty of an ordinance violation and upon conviction thereof, shall be punished as set forth in section 1-10 of this Code, and as follows:

- (1) First offense: A fine not less than one hundred dollars (\$100.00) or more than one thousand dollars one thousand dollars (\$1,000.00) or up to thirty (30) days imprisonment, or both.
- (2) Upon conviction, the court may also order the convicted person to remove any scrap tires that have been accumulated in violation of this article from the property.

(Ord. No. 14-03, Pt. I, 6-10-03)