

STATE OF GEORGIA

COUNTY OF HART

**AGREEMENT AND FRANCHISE FOR SOLID WASTE DISPOSAL SERVICES**  
**FOR HART COUNTY, GEORGIA**

This agreement for Solid Waste Disposal Services (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Hart County, Georgia acting through its duly elected officials (“County”) and \_\_\_\_\_, a Georgia Corporation (“Franchisee”).

WHEREAS, the County is a political subdivision of the State of Georgia; and  
WHEREAS, Franchisee is a corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, Hart County and Franchisee desire to enter into an agreement regarding the collection and transportation of solid waste in the county; and

NOW THEREFORE, for and in consideration of the foregoing and the mutual covenants and promises hereinafter set forth, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions As used in this Agreement, the following terms shall have the following meanings:

**Solid Waste** shall mean the substances defined as “solid waste” in 40 CFR 241, et.seq. as now defined or hereafter amended, but for the purpose of this Agreement, shall not include hazardous waste.

**Transfer Station** shall mean the County-owned Central Solid Waste Transfer Station located in Hart County, Georgia.

2. Terms and Contingency This Agreement shall commence on \_\_\_\_\_, \_\_\_\_\_ and shall run for a period of five (5) years.

3. Fees and Payments:

a. Franchisee shall pay an annual fee of \$5.00 to the county for the within granted nonexclusive franchise.

b. Upon delivery of the waste to the Transfer Station, Franchisee shall pay the tipping fee as set and amended by the County.

4. Rights Pursuant to this Agreement and subject to the rights of any person, corporation or municipality contained within the county to dispose of solid waste generated by such entities, the County hereby grants to Franchisee the **non-exclusive** right and franchise to collect Solid Waste within the unincorporated area of Hart County, Georgia.

5. Collection and Delivery to Transfer Station Franchisee shall offer curbside collection of Solid Waste to all county residents situated upon county roads and shall provide curbside collection to all residents who choose to subscribe with Franchisee. In areas where residents are not accessible due to condition of the road, Franchisee must provide pick-up at the nearest accessible location. Franchisee shall be responsible for depositing same at the Transfer Station packaged and /or transported in a sanitary manner, provided, however, Franchisee shall not be required to use county-approved bags for the packaging of household waste. Franchisee shall provide all labor, tools, equipment, material, supplies, and services to perform all work and service necessary to collect and transport said waste to the Transfer Station.

6. Routes and Schedule of Collections Franchisee shall provide the County with maps and schedules of collection routes and keep such information current at all times. For any county resident who subscribes for collection services with Franchisee but does not live on a county road, said resident may deposit a waste container at the nearest county road for pickup.

7. Franchisee's Warranties Franchisee warrants, represents and covenants that:

- a. Franchisee shall collect all Solid Waste packaged in a sanitary manner deposited on the curb of any county road by all residents who choose to subscribe with Franchisee and deliver same to the Transfer Station in compliance with all applicable federal, state and local laws. Franchisee shall offer collection services to all county residents.
- b. As a condition of the franchise and/or franchise renewal, Franchisee shall dispose of solid waste only at the transfer station.
- c. Franchisee has all necessary permits, licenses and authorizations necessary to handle said waste and to operate the equipment with which it will be collecting and transporting the waste. Prior to engaging in solid waste handling in the county, a franchisee must have obtained a solid waste handling permit from the Director of the Environmental Protection Division of the Georgia Department of Natural Resources or any successor agency authorized to issue permits pursuant to O.C.G.A. 12-8-24.
- d. Franchisee shall conduct its operations under this Agreement in compliance with all applicable law.
- e. Franchisee shall not engage in solid waste handling in a manner which will be conducive to insect and rodent infestation or the harboring and feeding of wild dogs or other animals; impair the air quality; impair the quality of the ground or surface waters; impair the quality of the environment; or likely create other hazards to the public health, safety, or well being as may be determined by the solid waste management director or his/her designee.

f. This agreement fully binds Franchisee, and all of its employees, agents and representatives.

8. Recyclables Franchisee may provide recycling services for all its customers, and may establish its own collection schedule, provided, however, Franchisee must provide weekly collection at a minimum.

- a. No additional fee, over the amount charged for curbside collection of waste, shall be charged by the franchisee for regular collections of recovered materials.
- b. Franchisee may (at its option) credit customers' accounts for collections of recovered materials.
- c. At the time that recovered materials are placed in recycling containers for regular collection, they shall become the property of the Franchisee.

Nothing herein shall be construed to limit the right of way of any individual, organization or other entity from donating, selling or otherwise disposing of recovered material, if such disposal does not violate any applicable statute, regulation or ordinance.

9. Elderly and Disabled

- a. Franchisee may offer discounts to senior citizens or the disabled.
- b. Any person who is a full-time resident of a residential dwelling unit and who is disabled to the extent that he or she is incapable of moving his or her refuse shall obtain a physician's certificate as to such disability. Such disabled persons who have no other able-bodied individuals residing with them shall not be required to place the refuse at the curbside. This subsection shall not apply unless all of the adult persons in a residential unit are disabled and the disabled person produces a physician's certificate. Certificates must be provided to Franchisee with a copy to the County Administrator. This subsection also applies to temporary disability not to exceed ninety (90) days.

Franchisees may make reasonable rules for non curbside collection for elderly and disabled persons.

- c. Franchisee shall provide recycling services to disabled and elderly persons to the same extent such services may be provided under Section 8.

10. Billing and Records Franchisee shall set uniform fees for collection, and charges for residential collection and removal services shall be charged to the owners of the real property served, except that by requesting services, any tenant may become jointly bound to pay same. Franchisee shall bill its customers following monthly collection, and shall perform its own billing and accounting of all residents subscribing to the collection service, and shall maintain at its place of business, books and records showing the names and addresses of all residents with whom the Franchisee contracted for solid waste handling services, including the street address for the property served. Said records shall be open to inspection by the County upon reasonable notice, and Franchisee shall submit upon reasonable request of the county to a customer audit. The county assumes no responsibility to franchisee for the failure of any customer to keep current solid waste collection payments. Franchisee shall cooperate fully in any legal action taken by the county for failure of any owner or resident to comply with the provisions of this ordinance.

11. Operating Hours and Holidays Franchisee shall provide collection and transportation services during the following operating hours:

Monday through Friday 8:00 a.m. – 4:30 p.m.

Saturday: as needed from 8:00 a.m. – 12:00 noon

Notwithstanding holidays, Franchisee shall provide waste collection services for each subscriber as least once a week.

12. Vehicles

- a. All vehicles and containers used for collection operations shall comply with the requirements of Rule 391-3-4.06 of Ordinance 391-3-4 (Solid Waste Management) of the Rules of the Georgia Department of Natural Resources, Environmental Protection Division, and must be compactor-type trucks, covered or enclosed vehicles. All vehicles must be constructed to be substantially leak proof, constructed of durable metal, easily cleanable and designed to prevent litter from escaping during movement of the vehicle.
- b. Vehicles and containers shall meet all requirements of the Georgia Department of Transportation for highway safety and local ordinances governing weight and size for the streets which must be traveled for pickup. All vehicles shall be subject to unannounced inspection by county officials for compliance with environmental and highway safety standards.
- c. Franchisee shall provide an adequate number of vehicles for regular collection services. However, Franchisee may share vehicles with other franchisees provided that such sharing is adequately covered by insurance.

13. Insurance Prior to engaging in solid waste handling in the county, and annually thereafter, Franchisee shall provide to the County Administrator, proof of insurance as follows:

- a. At least the minimum statutory workers' compensation required by Georgia law.
- b. Comprehensive general liability insurance in the amount of five hundred thousand dollars (\$500,000.00)
- c. Vehicle Liability:
  - (1) Five hundred thousand dollars (\$500,000.00) limit per occurrence for bodily injury and property damage

(2) Comprehensive covering all owned, non owned, and hired vehicles.

(3) All insurance contracts must specify vehicles for “solid waste collection”.

d. All comprehensive general liability and vehicle liability shall show the Board of Commissioners as an additional insured and shall provide for thirty (30) days notice of cancellation to the Board.

All insurance shall be with insurance carriers having at least an “A+” rating by the A.M. Best. Franchisee shall, at all times, provide the County with current certificates of insurance or other evidence to the effect that the insurance coverages set forth herein are in effect.

14. Indemnity Franchisee, shall at its sole cost and expense, indemnify and hold harmless the County, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, judgments, costs, expenses and attorneys’ fees (collectively “Claims”) to the extent that such Claims result from acts or omissions by Franchisee or from the collection, transportation and disposal of waste by Franchisee, whether or not the act or omission complained of its authorized, allowed or prohibited by the County. This indemnification shall be of the indefinite duration, and shall survive the termination of the agreement, regardless of whether or not the County and Franchisee has a continuing contractual relationship for collection and transfer.

15. Independent Contractor The parties hereto are independent entities and all services performed under this Agreement are performed by the performing party as an independent contractor. Neither Franchisee nor the County is the employee, agent or representative of the other and neither party is authorized to act as the agent or representative of the other or on behalf of the other party.

16. Assignment Neither party may assign, transfer or vest in any other company, person or entity any of its rights of obligations under this Agreement without the prior written consent of the other party.

17. Successors and Assigns This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and to their respective successors and assigns permitted under the terms of this Agreement.

18. Governing Law This agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

19. Notices Unless otherwise specified herein, any notices to be provided under this Agreement shall be made in writing and shall be received when sent to the below listed addresses: (1) three days after being mailed by first class U.S. mail with proper postage pre-paid; or (2) one day after being sent via an overnight courier service if the sending party retains a receipt showing that the overnight courier service received the notice from the sending Party.

Notices to Franchisee shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices to the County shall be sent to:

Terrell Partain, County Administrator  
Hart County Board of Commissioners  
800 Chandler Street  
Hartwell, GA 30643



20. Paragraph Readings The paragraph headings herein are inserted only for the convenience of the parties and in no way define, limit, or describe the scope or intent of any provision in this Agreement.

21. Unenforceable Provisions If any term, covenant, warranty, paragraph, clause, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated and this Agreement shall be construed as if the invalid, void, or unenforceable provisions were omitted.

22. No Waiver of Rights Failure by either party to insist on or enforce any of their rights hereunder shall not constitute a waiver or any of that party's legal rights or of that party's rights to insist upon strict compliance with the provisions of this Agreement.

23. Non-Renewal and Termination

a. **Non-Renewal** - Either party may terminate this Agreement upon providing the other with sixty (60) days written notice of its intention to terminate this Agreement ("Notice of Termination"). The Notice of Termination must state the date of which the termination is to become effective but in no event shall that be less than sixty (60) days from the date the Notice of Termination is received by the other party. Either party may decline to renew this Agreement in its sole discretion and for any reason whatsoever by providing the other party with a written notice of non-renewal at least thirty (30) days before the renewal date.

b. **Termination for Breach** - Notwithstanding anything set for above, in the event either Franchisee or the County is in breach of any of the

material provisions of this Agreement, the non-breaching party shall provide written notice to the breaching party advising the breaching party of the breach and requesting that the breach be remedied within thirty (30) days (“Breach Notice”). If the breaching party has not remedied the breach within thirty (30) days after receiving the Breach Notice, then the non-breaching party may, in addition to all of its other rights and remedies at law or equity, terminate its obligations under this Agreement instanter.

24. Entire Agreement This Agreement constitutes the entire agreement and understanding between the parties with respect to the matters contained herein.

IN WITNESS WHEREOF, the parties hereto have authorized the individuals whose signatures appear below to sign this Agreement on behalf of the Franchisee and the County with full authority to bind Franchisee and the County, respectively.

HART COUNTY, GEORGIA

By: \_\_\_\_\_  
Chairman, Hart County Board  
Of Commissioners

\_\_\_\_\_

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

Attest: \_\_\_\_\_  
Lawana Kahn  
County Clerk

Attest: \_\_\_\_\_

(Seal)

(Corporate Seal)