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SPECIAL CALLED COUNCIL MEETING AGENDA

Mike Mason, Mayor

Phil Sadd – Post 1, Council Member
James Lowe – Post 2, Council Member
Alex Wright – Post 3, Council Member

Jeanne Aulbach – Post 4, Council Member
Lorri Christopher – Post 5, Council Member
Weare Gratwick – Post 6, Council Member

November 27, 2012

COUNCIL AGENDA

7:30 PM

ROBERT FOWLER YMCA

5600 WEST JONES BRIDGE ROAD, PEACHTREE CORNERS, GA 30092

A) CALL TO ORDER

B) ROLL CALL

C) PLEDGE OF ALLEGIANCE

D) MAYOR'S OPENING REMARKS

E) MINUTES Consideration of November 8, 2012 Special Called Meeting Minutes

F) CONSIDERATION OF MEETING AGENDA

G) PUBLIC COMMENTS

H) CONSENT AGENDA-No Items

I) REPORTS AND PRESENTATIONS

D. Wheeler »Update on Community Development Planning Issues
 »Update on Community Development Services RFP

J) OLD BUSINESS

1. **O2012-11-67** **SECOND READ and Consideration to Approve Ordinance Adopting by Reference the International Property Maintenance Code for the City of Peachtree Corners, Georgia**

AN ORDINANCE TO ADOPT THE 2006 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, AND AMENDMENTS THERETO, REGULATING AND GOVERNING THE CONDITIONS AND MAINTENANCE OF ALL PROPERTY, BUILDINGS AND STRUCTURES; BY PROVIDING THE STANDARD FOR SUPPLIED UTILITIES AND FACILITIES AND OTHER PHYSICAL THINGS AND CONDITIONS ESSENTIAL TO ENSURE THAT STRUCTURES ARE SAFE, SANITARY AND FIT FOR OCCUPATION AND USE; AND THE CONDEMNATION OF BUILDINGS AND STRUCTURES UNFIT FOR HUMAN OCCUPANCY AND USE AND THE DEMOLITION OF SUCH EXISTING STRUCTURES IN THE CITY OF PEACHTREE CORNERS, GEORGIA; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFORE; AND FOR OTHER PURPOSES

K) NEW BUSINESS

1. **O2012-11-68** **FIRST READ and Consideration to Approve Ordinance Adopting the 2013 Council Meeting Calendar for the Mayor and Council of the City of Peachtree Corners, Georgia**

AN ORDINANCE TO ESTABLISH A REGULAR CITY COUNCIL MEETING SCHEDULE FOR THE CALENDAR YEAR 2013

2. **O2012-11-69** **FIRST READ and Consideration to Approve an Ordinance Authorizing the Agreement with Georgia Municipal Association for Participation into the Georgia Municipal Employees Benefit System**

AN ORDINANCE TO PROVIDE FOR PARTICIPATION BY THE CITY OF PEACHTREE CORNERS, GEORGIA (“PARTICIPATING EMPLOYER” OR “EMPLOYER”) IN THE GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM (GMEBS) LIFE AND HEALTH PROGRAM, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE GMEBS LIFE AND HEALTH PROGRAM TRUST AGREEMENT, THE GMEBS LIFE AND HEALTH PROGRAM PARTICIPATION AGREEMENT, THE PARTICIPATING EMPLOYER’S DECLARATION PAGE(S), AND THE RULES GOVERNING THE PROGRAM, ALL AS AUTHORIZED AND PROVIDED BY CHAPTER 5 OF TITLE 47 OF THE O.C.G.A.; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

3. **O2012-11-70** **FIRST READ and Consideration to Approve an Ordinance Adopting Chapter 90: SOLID WASTE**

AN ORDINANCE TO ADOPT CHAPTER 90, SOLID WASTE, TO PROVIDE FOR REGULATION OF SOLID WASTE DISPOSAL SERVICES IN THE CITY OF PEACHTREE CORNERS; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

4. **ACTION ITEM** **Consideration to Approve the Bid Award for Development Services for the City of Peachtree Corners**
5. **ACTION ITEM** **Consideration to Review and Authorize the Notification to Gwinnett County Regarding Certain City Services** (*Building Plan Review and Building Permitting Services Commercial Sanitation Services by February 1st*)

L) **OTHER BUSINESS**

M) **EXECUTIVE SESSION**

N) **ADJOURNMENT**

CITY OF PEACHTREE CORNERS
SPECIAL CALLED COUNCIL MEETING
November 8, 2012 @ 7:30pm

The Mayor and Council of the City of Peachtree Corners held a Special Called Council Meeting on Thursday, November 08, 2012 at 7:30pm and it was held at the Atlanta Hilton NE, located at 5993 Peachtree Industrial Blvd, Peachtree Corners, and GA 30092. The following were in attendance:

Mayor	Mike Mason
Council Member	Phil Sadd - Post 1
Council Member	James Lowe - Post 2
Council Member	Alex Wright - Post 3 - Delayed
Council Member	Jeanne Aulbach - Post 4
Council Member	Lorri Christopher - Post 5
Council Member	Weare Gratwick - Post 6
City Attorney	Bill Riley
City Manager	Julian Jackson
Acting City Clerk	Joan Jones

PLEDGE OF ALLEGIANCE: Mayor Mason led the Pledge of Allegiance.

OPENING COMMENTS: Mayor Mason commented this is the anniversary of the city referendum and congratulated all present on their hard work. In addition, Council Member Christopher expressed on behalf of the council, appreciation for all the veterans who have given so much to this country.

MINUTES: Mayor Mason called for a motion to consider the October 30, 2012 Special Called Council Meeting Minutes. Council Member Gratwick motioned, seconded by Council Member Christopher to approve the minutes as presented. There being no further discussion, the motion carried unanimously.

AGENDA CONSIDERATION: Council Aulbach motioned, seconded by Council Member Gratwick to approve tonight's agenda as presented. There being no further discussion, the motion carried and the agenda was approved as presented.

PUBLIC COMMENT: Ali Stinson addressed the council and voiced her concern regarding the taxation items on the agenda and commented on the Carl Vinson Report and with Peachtree Corners being a limited services government, the citizens don't need more to pay more taxes. Mayor Mason asked Julian Jackson to get with Ms. Stinson to discuss and review her concerns.

CONSENT AGENDA: No Consent Agenda Items

REPORTS and PRESENTATIONS: Community Development Director Diana Wheeler provided her report on **staff activities** that occurred during October 29th through November 2nd which included a breakdown of permits issued by the County (included with packet). Director Wheeler also reported there were ten responses received for the Community Development Services and the committee has been given the information to start the review process. In addition, she reminded Council the Planning Commission will be hearing their first zoning cases on November 13th and these cases will come before council for a Public Hearing and consideration in December. In closing, Director Wheeler reported the Request for Proposals regarding the 2033 Comprehensive Plan have been posted on the city website.

OLD BUSINESS:

AMENDMENT TO CHAPTER 18: The Second Read of Ordinance 2012-10-66 amending Chapter 18: Businesses, to Provide for Taxation on Financial Institutions; to provide for Codification; to provide for Severability; to provide an Effective Date and for Other Purposes was held. Council Member Gratwick recused himself from this agenda item as he is employed by a Financial Institution.

Attorney Riley reviewed the amendment to this Chapter 18: Businesses, reporting this is currently in place with Gwinnett County and is the methodology financial institutions use instead of the Business License/Occupational Taxes process. Council Member Lowe motioned, seconded by Council Member Aulbach to approve Ordinance 2012-10-66 amending Chapter 18 as presented. There being no further discussion, the motion carried unanimously with Council Member Gratwick and Council Member Wright not in attendance for this agenda item. **(ORDINANCE 2012-10-66)**

Council Member Gratwick returned to the meeting.

ENERGY EXCISE TAX-IGA w/GWINNETT COUNTY: Mayor Mason commented to council this item will be delayed for a few minutes as Council Member Wright will be arriving shortly.

NEW BUSINESS:

PERSONNEL POLICIES AND PROCEDURES: City Manager Jackson provided a report on this policy, explaining with just three employees he kept it simple and was available for any questions council may have. There being no discussion, Council Member Lowe motioned, seconded by Council Member Christopher to approve this resolution adopting the City of Peachtree Corners Personnel Policies and Procedures Manual as presented. The motion carried unanimously. **(RESOLUTION 2011-11-30)**

INFORMATION TECHNOLOGY SERVICES: City Manager Jackson reviewed the three quotation proposals for IT Services that were received, with pricing ranging from \$9,814.00 from GNAT; \$2,342.00 from VC3; \$1,552.00 from GMA (IT in a Box). There was discussion on what services the quotes provide such as website development, support center, startup infrastructure, the cost variance and how the services compare to one another and what other cities are using the Manager's recommendation of GMA services for IT. (Council Member Wright arrived during discussion of IT Services). Council Member Gratwick motioned, seconded by Council Member Christopher to approve IT Services with GMA (IT in a Box) for Peachtree Corners at \$1,552.00 per month. During further discussion, there was clarification this is an open ended contract with no upfront expenses. Mayor Mason called the motion and the motion carried unanimously. **(ACTION ITEM)**

As Council Member Wright had arrived during discussion of IT Services, Council took up Old Business Item-***IGA w/Gwinnett County regarding the Energy Excise Tax***. Mayor Mason explained this IGA with Gwinnett County allows the city to receive any energy excise tax collected by Gwinnett County for qualified businesses that fall within Peachtree Corners. Council Member Gratwick motioned, seconded by Council Member Sadd to approve this Resolution Authorizing the Mayor to Sign the Intergovernmental Agreement between the City, Gwinnett County and other Certain Municipalities of Gwinnett County Concerning an Energy Excise Tax Enacted Pursuant to Article 6 of Chapter 13 of Title 48 of O.C.G.A. Repealing Prior Resolutions in Conflict; and for Other Purposes. There was discussion on the uncertainty of the amount that will be collected, the frustration of why the legislature puts such restrictions on municipalities and that Gwinnett County will collect the energy excise tax even if Peachtree Corners does not sign this Intergovernmental Agreement. There was council consensus that the wording in the proposed Resolution clarifies their support for the economic development in regards to the infrastructure of city businesses.

There being no further discussion, Mayor Mason called the motion and the motion carried unanimously. **(RESOLUTION 2012-10-25)**

City Manager Jackson requested to delay the next agenda item (Appointment of City Clerk) until after Executive Session.

The **FIRST READ of Ordinance 2012-11-67** to Adopt the 2006 Edition of the International Property Maintenance Code and Amendments Thereto Regulating and Governing the Conditions and Maintenance of All Property, Buildings and Structures; By Providing the Standard for Supplied Utilities and Facilities and Other Physical Things and Conditions Essential to Ensure That Structures are Safe, Sanitary and Fit for Occupation and Use; and the Condemnation of Buildings and Structures Unfit for Human Occupancy and Use and the Demolition of Such Existing Structures in the City of Peachtree Corners, Georgia Providing for the Issuance of Permits and Collection of Fees Therefore; and for Other Purposes was held.

EXECUTIVE SESSION: Council Member Wright motioned to go into Executive Session for the discussion of one (1) Personnel Matter and two (2) Litigation Matters. There being no discussion the motion carried unanimously.

Council Member Christopher motioned, seconded by Council Member Gratwick to come out of Executive Session and resume the regular meeting. There being no further discussion, the motion carried unanimously and the meeting was resumed.

CITY CLERK APPOINTMENT: Mayor Mason called for consideration of the resolution appointing Kymberly Chereck as the City Clerk for the City of Peachtree Corners, Georgia. Council Member Lowe motioned, seconded by Council Member Aulbach to approve Resolution 2012-11-31 appointing Kymberly Chereck as City Clerk. There being no discussion, the motion carried unanimously. **(RESOLUTION 2012-11-31)**

OTHER BUSINESS: There was Council discussion and consensus to cancel the upcoming November 27th 6:00pm Work Session and have a 7:30pm Council Meeting instead in order to take action on necessary agenda items. Proper notice will be posted.

ADJOURNMENT: There being no further business, Council Member Christopher motioned, seconded by Council Member Gratwick to adjourn the meeting. There being no further discussion, the motion carried unanimously and the meeting was adjourned.

Approved,

Attest:

Mike Mason, Mayor

Joan C. Jones, Acting City Clerk



Memo

TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

SUBJECT: Staff Activity Report

The following is a summary of Staff activity during the week of 11/19/12 – 11/23/12.

- A. Meetings with:
1. Contractor regarding permit and construction for city hall space. Requested bid for additional work to construct two work surfaces and storage room shelving.
 2. Development Services Review Committee and Consultants for interviews and recommendation for contract award. (Copies of recommended proposals placed at Spalding Fire Station.) Notified all RFP respondents of committee recommendations.
- B. Received Comprehensive Plan proposals from 7 companies. Finalized log-in sheet and prepared evaluation sheet for Review Committee. (Proposals to be distributed to Review Committee at 11/27/12 Council meeting.)
- C. Updated Planning Commission reports in preparation for 12/4/12 Council meeting (packets to be distributed at 11/27/12 Council meeting.) Prepared notification of 12/4/12 public hearing meeting for distribution to surrounding property owners.
- D. Researched and reviewed samples of contract service agreements.
- E. Followed-up with Gwinnett County regarding City Hall Certificate of Occupancy.
- F. Responded to phone calls and e-mails from residents, business people, and others.

Gwinnett County Activity Report

(No report received this week from Gwinnett County.)

AN ORDINANCE TO ADOPT THE 2006 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, AND AMENDMENTS THERETO, REGULATING AND GOVERNING THE CONDITIONS AND MAINTENANCE OF ALL PROPERTY, BUILDINGS AND STRUCTURES; BY PROVIDING THE STANDARD FOR SUPPLIED UTILITIES AND FACILITIES AND OTHER PHYSICAL THINGS AND CONDITIONS ESSENTIAL TO ENSURE THAT STRUCTURES ARE SAFE, SANITARY AND FIT FOR OCCUPATION AND USE; AND THE CONDEMNATION OF BUILDINGS AND STRUCTURES UNFIT FOR HUMAN OCCUPANCY AND USE AND THE DEMOLITION OF SUCH EXISTING STRUCTURES IN THE CITY OF PEACHTREE CORNERS, GEORGIA; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFORE; AND FOR OTHER PURPOSES

WHEREAS, the Mayor and Council of the City of Peachtree Corners are charged with preserving the health, safety and welfare of the citizens of the City; and

WHEREAS, the adoption of the International Property Maintenance Code (“IPMC”) helps to ensure the safety of property, buildings and structures in the City; and

WHEREAS, the adoption of the IPMC is recommended by the State of Georgia as one of the required international codes for a qualified municipality; and

WHEREAS, the State has adopted the 2006 edition of the IPMC, as amended, as its latest version and the City thus hereby desires to adopt the 2006 Edition in order to stay current with state adoptions and provide best for the health, safety and welfare of the citizens of the City.

THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF PEACHTREE CORNERS HEREBY ORDAIN AS FOLLOWS:

Section 1

Adoption of the 2006 International Property Maintenance Code, as amended:

That a certain document, three (3) copies of which are on file in the City of Peachtree Corners, one (1) at the office of the City Clerk, and two (2) at the office of the Community Development Department, being marked and designated as the International Property Maintenance Code, 2006 edition, as published by the International Code Council, and as amended by the State of Georgia in its January 1, 2009, Georgia State Amendments to the International Property Maintenance Code, be hereby adopted as the Property Maintenance Code of the City of Peachtree Corners, Georgia, for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the offices stated above are hereby referred to, adopted and made part of as if fully set out in this ordinance with the additions, insertions, deletions and changes prescribed in Section 2 of this ordinance.

Section 2. Revisions.

The following sections of the 2006 International Property Maintenance Code, as amended, are hereby revised:

Section 101.1. Insert "*City of Peachtree Corners.*"

Section 103.1. Change "Department of Property Maintenance Inspection" to "Community Development Department" and the "Code Official" shall be designated as "Community Development Director or designee."

Section 103.5. Delete section and insert "*Fees shall be as determined by the City and appropriately posted.*"

Section 106.2. Add sentence: "*A citation without prior notice of violation may be served upon owner of property where a notice of any violation had previously been served within a 24-month period prior to the new violation.*"

Section 106.4. Add sentence: "*Penalties assessed for each violation shall be either a fine of up to \$1,000 or a term of incarceration of up to 6 months, or both.*"

Section 111.5 to 111.8. Delete all sections inclusive.

Section 302.4. Insert "*12 inches*".

Section 602.3. Insert "*October 1st and April 1st.*"

SO ORDAINED AND EFFECTIVE, this ___ day of _____, 2012.

Approved:

Mike Mason, Mayor

ATTEST:

Joan Jones, Acting City Clerk

(SEAL)

APPROVED AS TO FORM:

William F. Riley, City Attorney

**AN ORDINANCE TO ESTABLISH A REGULAR CITY COUNCIL
MEETING SCHEDULE FOR THE CALENDAR YEAR 2013**

WHEREAS, the Mayor and Council of the City of Peachtree Corners is required under the City Charter to hold regular monthly meetings and shall hold at least one meeting a month; and

WHEREAS, the Mayor and City Council of the City of Peachtree Corners have determined that in order to be a more effective governing body, they deem it necessary to authorize two scheduled meetings a month; and

WHEREAS, all meetings of the City Council shall be public to the extent required by law and the City Clerk shall give proper notice to the public of special meetings, as required by law; and

WHEREAS, the City Charter, Article II, Section 2.18(a) provides the Regular Meetings shall be held pursuant to an annual meeting calendar adopted by the city council by ordinance.

NOW THEREFORE BE IT HEREBY ORDAINED by the Mayor and City Council of the City of Peachtree Corners while in regular session on December 4, 2012 that the 2013 Meeting Calendar for the City of Peachtree Corners, which is attached hereto and incorporated herein by this reference as Exhibit "A" is hereby adopted and approved.

SO ORDAINED, this the 4th day of December, 2012.

Approved:

Mike Mason, Mayor

Attest:

Approved as to Form and Content:

Joan C. Jones, Acting City Clerk

William F. Riley, City Attorney

EXHIBIT "A"

JANUARY						
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2013 MEETING CALENDAR

2013 Council and Work Session Meeting Calendar

- **WORK SESSION ONLY Dates**
A Work Session is scheduled on dates highlighted: they may be canceled by Council if not needed.
- **COUNCIL MEETING AT 7:30PM**
- **Observed Holidays**
 - 1/1 New Years Day
 - 1/21 MLK Day
 - 2/18 Presidents Day
 - 5/27 Memorial Day
 - 7/4 4th of July
 - 9/2 Labor Day
 - 11/11 Veteran's Day
 - 11/28-29 Thanksgiving
 - 12/24-25 Christmas Eve/Day
- **2013 Gwinnett County School Calendar**
 - April 8-12 Spring Break
 - May 22 Last Day of School
 - August 5 First Day of School**
 - Nov. 18-22 Thanksgiving **
 - Dec. 19-Jan 2 Winter Holiday**
- **2013 GMA Conference**
 - January 26-28, 2013 - Atlanta, GA
 - June 22-25, 2013 - Savannah, GA

Various Public Meeting Schedule

Planning Commission
Board of Zoning Appeals

**Date Options - 2013-14 School Calendar has not been adopted.

GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM

Life and Health Program

ORDINANCE
AND
PARTICIPATION AGREEMENT
for

City of Peachtree Corners

I. AN ORDINANCE

An Ordinance to provide for participation by the City of Peachtree Corners, Georgia (“Participating Employer” or “Employer”) in the Georgia Municipal Employees Benefit System (GMEBS) Life and Health Program, in accordance with and subject to the terms of the GMEBS Life and Health Program Trust Agreement, the GMEBS Life and Health Program Participation Agreement, the Participating Employer’s Declaration Page(s), and the Rules governing the Program, all as authorized and provided by Chapter 5 of Title 47 of the O.C.G.A.; to provide an effective date; to repeal conflicting ordinances; and for other purposes.

WHEREAS, the Participating Employer has determined that it wishes to provide certain employee benefits to its employees by participating in the Georgia Municipal Employees Benefit System Life and Health Program (“GMEBS Life and Health Program” or “Program”) and by making contributions to the GMEBS Life and Health Program Trust Fund (“Trust Fund”); and

WHEREAS, the Participating Employer has reviewed the terms of the GMEBS Life and Health Program Trust Agreement (“Trust Agreement” or “Trust”), which Trust is intended to be a tax-exempt trust established under Internal Revenue Code Section 115 and under the applicable laws of the State of Georgia; and

WHEREAS, the Participating Employer has reviewed the terms and conditions of the GMEBS Life and Health Program Participation Agreement (“Participation Agreement”) and the various forms of coverage and/or benefit plans offered under the GMEBS Life & Health Program; and

WHEREAS, the Participating Employer has reviewed the Declaration Page(s) (“Declaration”) accompanying the GMEBS Life and Health Program Participation Agreement and has completed and will amend, as necessary or required, said Declaration to reflect its elections with respect to employee eligibility requirements and Program benefits that the Participating Employer intends to make available to eligible employees; and

WHEREAS, the Mayor and Council of the Participating Employer is authorized by law to adopt this Ordinance, the Trust Agreement, the Participation Agreement, and the Declaration on behalf of the Participating Employer;

NOW, THEREFORE, BE IT ORDAINED by the Governing Authority of the Participating Employer and it is hereby ordained by the authority thereof:

Section 1. The Participating Employer hereby adopts and agrees to be bound by the terms of the following GMEBS Life and Health Program Trust Agreement, the Participation Agreement, and the Declaration which are attached hereto and made a part of this Ordinance. The Participating Employer also agrees to be bound by any Program Rules adopted by the GMEBS Board of Trustees (“Trustees”). The Participating Employer further agrees to abide by the terms of any amendments made by the Trustees to the Trust Agreement or the Program Rules.

(Ordinance continued on page 11)

II. GMEBS LIFE AND HEALTH PROGRAM PARTICIPATION AGREEMENT

1. PURPOSE OF PARTICIPATION AGREEMENT

The Participating Employer hereby enters this Participation Agreement with the Georgia Municipal Employees Benefit System (“GMEBS”) for the purpose of participating in the GMEBS Life and Health Program Trust and subscribing to one or more health, life, accidental death and dismemberment, short-term disability, dental or other employee benefit Plan(s) which are offered as part of the GMEBS Life and Health Program, as identified on the Participating Employer’s Declaration, and to provide for the risk sharing associated therewith, in accordance with and subject to the terms of the Program Trust Agreement, this Participation Agreement, the Participating Employer’s Declaration, and all Program Rules adopted by the GMEBS Board of Trustees (“Trustees”), in their current form or as amended.

2. DEFINED TERMS

When the initial letter of a word or phrase is capitalized in the Ordinance and Participation Agreement, the Trust Agreement, or the Participating Employer’s Declaration, it shall have the meaning specified in Article I of the Trust Agreement unless otherwise defined.

3. TYPE OF COVERAGE

(a) Pooled Trust. The GMEBS Life and Health Program Trust Fund is in the form of a pooled trust, in which contributions are pooled. With respect to any Plan offered under the Program that is not provided through a third party insurer Group Policy, the Participating Employer enters the Trust as a mutual covenant of risk sharing and not as a partnership. With respect to insured benefits offered under the Program through a third party insurer Group Policy, the Participating Employer's obligation is to contribute the amount of premium required under the Group Policy. No Participating Employer by reason of being a participant in the Trust and contributing to the pool shall be liable to the Trust, to any other Participating Employer, or to any claimant, except for payment of contributions, fees, expenses, and costs as provided for in this Participation Agreement and joinder in the Trust, and for any necessary additional assessments levied by the Trustees to maintain appropriate reserves for the Health and Welfare Trust Fund. Risk sharing under the Trust shall begin upon the Participating Employer’s first payment of contributions to the Trust Fund. There will be no disbursements out of the Trust to the Participating Employer except for the payment of benefits as provided under the Program, unless such disbursement is consistent with the irrevocability of the Participating Employer’s contributions under the Internal Revenue Code and such disbursement is authorized by the Trustees, the terms of the Trust, and applicable law. The Participating Employer will make expense payments as required by the Trustees for Trust administration which will be included in the Program contribution.

(b) Maintenance of Reserve. The Trustees may assess Participating Employers pro rata in an amount the Trustees deem sufficient to maintain appropriate reserves for the Health and Welfare Trust Fund. If a Participating Employer fails to pay any assessment as provided for in this Section 3(b) within sixty (60) days after the assessment date, the Employer's participation in the Program and the Trust Fund will be terminated as of the date such 60-day period ends and coverage offered under any and all Plans will cease as of said date or, if earlier, the termination date otherwise provided for under this Agreement. If the Participating Employer is terminated from participation in the Program as provided hereunder, the Employer will remain liable for any assessments due. If the Employer subsequently pays the assessment along with such penalties or interest that may be established by the Trustees, the Program Administrator may reinstate the Employer's participation in accordance with any applicable Rules or procedures established by the Trustees.

(c) Self-Funded / Insured Benefits. Health and Welfare Benefits provided under the GMEBS Life and Health Program may be self-funded (i.e., paid directly from the GMEBS Life and Health Program Trust Fund), or they may be fully or partially insured under a Group Policy issued by a third party insurer or re-insurer retained by GMEBS. The GMEBS Board of Trustees has the sole authority and discretion to determine which Health and Welfare Benefits will be offered under the Program and which will be self-funded, partially insured, or fully insured. The Participating Employer agrees that GMEBS has the authority to contract with insurers, consultants, and other third parties as it deems necessary or appropriate for administration of the GMEBS Life and Health Program and/or provision of employee benefits under the Plan(s). All terms and conditions incident to insurance coverage provided by third party insurers will be in accordance with the Group Policy(ies) issued to GMEBS and any amendments, riders, or endorsements thereto, notwithstanding any other provision to the contrary. Subject to approval of the GMEBS Board of Trustees, GMEBS may select and/or change insurers and other service providers for the purpose of providing or administering employee benefits under the Program at any time. The Participating Employer shall abide by the applicable terms of all administrative and other service agreements of the Program. The Participating Employer accepts the services to be provided by the Georgia Municipal Association ("GMA") as Program Administrator and the services of any insurer or other service provider retained by the GMEBS Board of Trustees. The Participating Employer acknowledges that administrative fees, licensing fees, and other fees related to services provided by GMA and other service providers will be charged under the Program and deducted from the Trust Fund.

4. GENERAL DUTIES AND UNDERSTANDINGS

(a) Completing Declaration - The Participating Employer will complete the Declaration form provided by GMEBS to indicate which Plan(s) the Participating Employer will make available to its eligible employees; to designate any Employer restrictions on employee eligibility to participate under said Plan(s); to designate the extent of coverage, if any, to be provided to eligible dependents under the Plan(s); to designate the extent of coverage, if any, to be provided to elected officials of the Participating Employer under the Plan(s); to designate the extent of coverage, if any, for retirees of the Participating Employer under the Plan(s) (provided that GMEBS or the applicable Group Policy permits coverage for retirees under such Plan(s)); to

designate the Employer's employee waiting period for enrollment under the Plan(s) (if applicable and subject to any limitation on the length of the waiting period imposed by law); and to designate the form and levels of coverage that the Participating Employer intends to make available under each of the Plan(s). The Participating Employer's Declaration will include any forms which must be completed by the Participating Employer under the terms of any Group Policy to indicate the Employer's eligibility and coverage elections under said Group Policy.

(b) Amending Declaration - In the event the Participating Employer wishes to change or modify its Declaration in any manner (e.g., with respect to Plan(s) offered by the Employer, employee eligibility requirements, or levels of coverage), the Participating Employer will complete and submit an amended Declaration in accordance with and subject to Section 6 below. The Participating Employer may also be required to complete and submit an amended Declaration to reflect any changes made in connection with the annual renewal process under the Program.

(c) Enrollment of New Hires - The Participating Employer is responsible for determining which of its employees are eligible to participate in the Plan(s) in accordance with the terms of said Plan(s), including any applicable Group Policy and the Participating Employer's Declaration, and taking into account any employee eligibility waiting period imposed by the Participating Employer under its Declaration.⁺ The Participating Employer will distribute and collect Plan enrollment forms from newly hired employees (or other eligible employees) and will send completed forms and other information necessary for enrollment of employees and eligible dependents to the Program Administrator immediately upon receipt of said forms and before the intended effective date of enrollment, in accordance with any enrollment Rules and/or procedures established by the Trustees or the Program Administrator. Said information may be provided electronically or via hard copy in the form and manner approved by the Program Administrator.

(d) Annual Open Enrollment, Special Enrollment - The Participating Employer will distribute, collect, and/or forward notices, forms and information in accordance with any Rules and/or procedures established by the Trustees or the Program Administrator for the purpose of processing Plan enrollment requests and/or coverage changes requested by employees in connection with the Program's annual open enrollment period and in connection with any special enrollment period provided for under the Plan(s) (e.g., employee acquiring new dependent, or employee or dependent's loss of other health plan coverage).

(e) Retroactive Enrollment - The Participating Employer acknowledges and agrees that retroactive enrollment of eligible employees and dependents will be permitted only under extenuating circumstances in the discretion of the Program Administrator (an employee or dependent's failure to timely or accurately complete an enrollment application is not sufficient to permit retroactive enrollment). Retroactive enrollment may be limited to a maximum of 60 days prior to the date the Program Administrator receives completed enrollment forms and any other information necessary for enrollment from the Participating Employer. Retroactive enrollment is

⁺ As an exception to the general rule that the Participating Employer is responsible for determining which employees are eligible to participate under the Plan(s), GMEBS reserves the right to make eligibility decisions as necessary to comply with the Georgia Security and Immigration Compliance Act pursuant to O.C.G.A. § 50-36-1.

subject to the Program Administrator's receipt of applicable contributions and any late fees or penalties that may be imposed by the Trustees or Program Administrator. The Participating Employer acknowledges and agrees that GMEBS, the Trustees, the GMEBS Life and Health Plan Trust Fund, and the Program Administrator will not be liable for any unpaid or uncovered claims for persons who are not enrolled in a timely manner due to the Program Administrator having been provided untimely or inaccurate eligibility or enrollment information, or untimely or inaccurate updates to eligibility or enrollment information. Notwithstanding any other provision herein to the contrary, retroactive enrollment will be permitted under a Group Policy only if and to the extent the Group Policy permits same.

(f) Termination of Individual Employee/Dependent Participation - The Participating Employer will determine and notify/update the Program Administrator as to which employees, dependents, or other individuals will become or are no longer eligible to participate in the Plan(s) selected by the Participating Employer in its Declaration (e.g., due to termination of employment, failure to meet minimum hour requirement, or failure to remit employee contribution (if any)). Such notification will be provided by the Participating Employer immediately upon loss of eligibility in accordance with any applicable Rules and/or procedures established by the Trustees or the Program Administrator. The Participating Employer acknowledges and agrees that retroactive termination (disenrollment) of individual employees and other persons will be permitted only under extenuating circumstances in the discretion of the Program Administrator and may be limited to a maximum of 60 days prior to the date proper notice of disenrollment is received by the Program Administrator. If retroactive disenrollment is permitted, the Program Administrator will provide a credit on the Participating Employer's next Program invoice for the period of retroactive disenrollment. The Participating Employer acknowledges and agrees that if the Program has paid claims for persons who are not eligible or no longer eligible to participate in one or more Plan(s) due to the Participating Employer having provided inaccurate eligibility information, untimely updates to eligibility information, or late notice of participant disenrollment, the Participating Employer will be required to reimburse the GMEBS Life and Health Trust Fund for any unrecovered claim amounts. Notwithstanding any provision herein to the contrary, retroactive disenrollment will be permitted under a Group Policy only if and to the extent such Group Policy permits same.

(g) Facilitating COBRA Coverage Elections - The Participating Employer will distribute, collect, keep, and furnish to the Program Administrator, employees, and other individuals such notification(s), forms, and other information as necessary for the purpose of notifying eligible employees and dependents of their rights to continued health and/or dental coverage under COBRA and for purposes of facilitating COBRA coverage elections, in accordance with any applicable Rules or procedures established by the Trustees or the Program Administrator. The Participating Employer acknowledges and agrees that, for purposes of COBRA administration, it is responsible to: 1) distribute applicable GMEBS Plan booklet(s) (which contain the initial notice of COBRA rights) to eligible employees (and their spouses, if covered) within 30 days after their enrollment in any health or dental Plan under the Program; 2) notify the Program Administrator in writing immediately upon and no later than 14 days after the termination of employment of any covered employee participating in any health or dental Plan under the Program (and indicate whether the employee was terminated for gross misconduct); 2) notify the Program Administrator in writing immediately upon and no later than 14 days after the death of

any covered employee participating in any health or dental Plan under the Program; 3) notify the Program Administrator in writing immediately upon and no later than 14 days after a reduction in a employee's work hours which makes the employee ineligible to participate in a health or dental Plan under the Program; 4) collect monthly COBRA premiums from COBRA-eligible employees and dependents and remit them to the Program Administrator in a timely manner; and 5) promptly forward to the Program Administrator any notices, forms, or information received from employees (or their dependents) which may affect COBRA rights or eligibility (e.g., COBRA election forms, employee notice of divorce, notice of loss of dependent status, notice of employee or dependent change of address). The Participating Employer acknowledges and agrees that GMEBS and the Program Administrator will not be liable for any unpaid or uncovered claims for persons who are eligible for COBRA but who are not timely or properly afforded COBRA coverage due to the Participating Employer's failure to provide timely or accurate COBRA notification(s), forms or other information in accordance with this subsection or any COBRA administration Rules and/or procedures established by the Trustees or the Program Administrator.

(h) FMLA – If and to the extent that the Participating Employer is subject to the Family and Medical Leave Act (“FMLA”), the Participating Employer (not GMEBS, the Trustees, or the Program Administrator) will be responsible for maintaining Plan coverage for employees and/or dependents as necessary to comply with the FMLA, including making arrangements for employees to pay their employee share of Plan contributions (if applicable) while they are on FMLA leave; providing notice to covered employees on FMLA leave of any opportunity to change plans, benefits, or coverage (e.g., providing notice of an upcoming open enrollment period); restoring applicable Plan coverage upon an employee's return to employment following FMLA leave in case of lapse of coverage due to non-payment of employee contributions while on FMLA leave; and notifying the Program Administrator in writing upon an employee's failure to return to employment following FMLA leave.

(i) Furnishing Plan Booklets; Distribution and Collection of Notices and Forms – The Participating Employer will, in the form and manner requested by the Trustees or the Program Administrator, copy and distribute to its employees any and all Plan booklets, notices, and forms supplied for purposes of Program administration and will collect and forward to the Program Administrator any notices, forms or other information it receives from employees or other individuals concerning participation in the Program.

(j) Providing Experience Rating Information – The Participating Employer will provide the Program Administrator with information reasonably requested for purposes of underwriting and/or determining the Participating Employer's experience rating.

(k) Life/Short Term Disability Salary Updates - Participating Employers who elect to provide life insurance coverage or short term disability coverage under the Program based on salary amount or level of salary must report employee salary changes to the Program Administrator in writing as soon as they occur.

(l) Medical Child Support Orders – The Participating Employer will promptly forward to the Program Administrator any medical child support orders it receives concerning enrollment of dependent child(ren) in one or more Plan(s).

(m) Cooperation in Administration – The Participating Employer agrees to cooperate in all respects with GMEBS, the Program Administrator, and any Plan service providers with respect to administration of the Program

5. REMITTANCE OF CONTRIBUTIONS

(a) Monthly Contributions Due 1st of Month – Regular monthly Program invoices will be mailed by the Program Administrator to the Participating Employer on or about 15th day of each month in advance of the month for which the Program contribution is due and payable. The Participating Employer agrees to remit the applicable monthly Program contribution owed (including any employee contributions referred to in subsection 5(b) below) to the Program Administrator by the first day of the month for which the Program contribution is due.

(b) Employer Collection of Employee Contributions - The Participating Employer agrees to collect contributions (including COBRA premiums) from employees and other individuals (if any) that are required by the Participating Employer for participation in the Plan(s). GMEBS, the Trustees, and the Program Administrator will have no responsibility or obligation to collect such contributions from employees or other individuals on behalf of the Participating Employer.

(c) Late Payment; Cancellation of Coverage; Termination of Participation Agreement - If the applicable Program contribution is not received by the Program Administrator within 30 days after the contribution due date, the Program Administrator will send a notice of impending termination of participation and/or coverage cancellation to the Participating Employer. In such event, the Participating Employer, not GMEBS, the Trustees, or the Program Administrator, will be responsible to notify employees of impending coverage cancellation. If the applicable monthly Program contribution is not remitted by the Participating Employer within 60 days after the due date for payment, the Employer's Participation Agreement will terminate and/or Plan coverage will be cancelled upon expiration of the 60-day period. Said termination and/or cancellation of coverage will be retroactive to the last day of the month for which the applicable Program contribution was paid. The Program Administrator will instruct Program service providers as necessary in an attempt to obtain reimbursement with respect to any claims incurred after the termination effective date. However, if the Trust Fund incurs costs relating to claims incurred after the coverage cancellation date and is unable to obtain reimbursement for such claims, the Participating Employer shall reimburse the Trust Fund for such costs. In the event that the Participating Employer fails to provide such reimbursement to the Trust Fund within 30 days following the end of the 60-day period referenced above, such amounts will be subject to interest, penalties or other charges as established by the Trustees. GMEBS, the Trust Fund, the Trustees, and the Program Administrator are not responsible for any claims incurred following the coverage cancellation date. The Participating Employer will abide by any Rules adopted by the Trustees with respect to collection of delinquent contributions, including any such Rules which may require payment of interest, penalties, exit fees, or a combination thereof. Such Rules may also provide that Program benefits may be reinstated at the sole discretion of the

Trustees or the Program Administrator upon payment of outstanding delinquent contributions, late fees, reinstatement fees, or other charges, along with any other expenses incurred by the Trust Fund as a direct or indirect result of the Employer's failure to remit contributions in a timely manner. Notwithstanding any provision herein to the contrary, termination of coverage under any Group Policy will be governed by the applicable terms of such Group Policy.

6. EMPLOYER MODIFICATION OF DECLARATION PAGE(S)

If the Participating Employer desires to amend any of its elections contained in its Declaration, the Participating Employer shall by official action of its Governing Authority amend the Declaration and forward it to the Program Administrator for approval. The amendment of the Declaration shall not be effective until approved by the Program Administrator (and the applicable insurer, if the amendment involves a change to a Group Policy) and until any administrative procedures necessary to facilitate the change have been implemented. If the amendment is not approved by the Program Administrator (or insurer, if applicable), the Plan(s) will continue to be administered as if such amendment had not been made.

Pursuant to Article VI of the Trust Agreement, the Trustees may amend the form of the Participation Agreement required to be adopted and executed by Participating Employers in order to join or remain in the Program. Notwithstanding any amendment made to the Declaration Page, the Participation Agreement (in its current form or as amended) shall remain in effect unless the Participation Agreement is affirmatively terminated by official action of the Participating Employer or the Trustees as provided under this Agreement.

The Program Administrator will timely inform the Participating Employer of any significant material changes concerning operation of the Plans under the Program, including but not limited to changes in service providers administering Plan benefits. In the event that said change necessitates one or more amendments to the Participating Employer's Declaration and the Participating Employer fails to amend its Declaration accordingly, the Trustees are authorized but not required to amend the Participating Employer's Declaration in their discretion to accommodate or reflect such change, and the Plan(s) will be administered in accordance with the amended Declaration to the extent practicable, notwithstanding cost. GMEBS, the Trust Fund, the Trustees, and the Program Administrator shall not be liable for any difference in cost, benefits, or coverage for the Participating Employer or for any Plan participant resulting from such amendment. Notwithstanding any provision herein to the contrary, the Participating Employer's modification of coverage or benefits under any Group Policy will be governed by the applicable terms of such Group Policy.

7. NOTICE OF TERMINATION BY EMPLOYER

In the event that the Participating Employer desires to terminate its participation under the Program altogether (versus terminating or changing coverage under a particular Plan which requires amendment of the Employer's Declaration as provided under Section 6 above), the Participating Employer shall provide the Program Administrator with at least 30 days advance

written notice of such termination. If the Participating Employer provides such notice, the Employer's participation shall terminate effective as of the last day of the month following the month in which notice of termination is provided, or such later date agreed to in writing by the Participating Employer and the Program Administrator, provided the Participating Employer timely pays monthly Program contributions owed for such remaining period of participation. Otherwise, the Employer's participation shall terminate effective as of the last day of the month for which the applicable monthly Program contribution is timely paid by the Participating Employer or as otherwise provided under this Agreement. GMEBS, the Trust Fund, the Trustees, the Program Administrator, and any third party insurers under the Program will not be responsible for any claims incurred following the effective termination date. Notwithstanding any provision herein to the contrary, the Participating Employer's coverage under any Group Policy will be terminated in accordance with and subject to the terms of said Group Policy

8. NOTICE OF TERMINATION BY GMEBS

In the event that GMEBS desires to terminate this Participation Agreement for reasons other than failure by the Participating Employer to remit payments in a timely manner, the Trustees will provide the Participating Employer with at least 60 days advance written notice of such termination. Said termination shall be effective on the last day of the month that ends at least 60 days after notice of termination is provided, provided the Participating Employer timely pays all monthly Program contributions due up until said termination effective date. GMEBS, the Trust Fund, the Trustees, and the Program Administrator will not be responsible for any claims incurred following the effective termination date. Notwithstanding any provision herein to the contrary, the Participating Employer's coverage under any Group Policy will be terminated in accordance with and subject to the terms of said Group Policy.

9. REINSTATEMENT IN PROGRAM

In the event that the Participating Employer or the Trustees terminate this Participation Agreement, the Participating Employer may request reinstatement of participation upon payment of any outstanding balance plus any applicable interest, penalties, reinstatement fees, or other charges established by the Trustees, as well as payment of the first month's Program contribution. Reinstatement is subject to approval by the Trustees. Upon reinstatement, the Participating Employer will be required to adopt a new Participation Agreement and Declaration and will be subject to underwriting. If there have been any changes to the Plan(s) or other Program provisions or any changes in contribution rates after termination of participation and before reinstatement, the Participating Employer will upon reinstatement be subject to all Program provisions and contribution rates in effect on the date of reinstatement. Notwithstanding any provision herein to the contrary, the Participating Employer's eligibility for reinstatement of coverage under any Group Policy will be determined in accordance with and subject to the terms of said Group Policy.

10. TERMINATION OF GMEBS LIFE AND HEALTH PROGRAM

The GMEBS Board of Trustees reserves the right to terminate the Program at any time by a written instrument to that effect executed by the Trustees. Such termination will be effected in accordance with the terms of the Trust Agreement and applicable law.

11. EXTENT OF BENEFITS PROVIDED TO PLAN PARTICIPANTS

No employee, participant, dependent, or other person shall have any right, title, or interest in or to the Trust or any part thereof; provided, however, that any person who is actually covered by a Plan under the GMEBS Life and Health Program will, subject to the applicable terms and conditions of said Plan, the Trust Agreement, and this Participation Agreement, be entitled to benefits in the amount and to the extent provided under the Plan. The Participating Employer's participation in the Program will not constitute and shall not be construed as a commitment to provide or to continue to provide a specific type or level of employee benefits or employee contribution rate. Nor will it constitute or be construed to create an accrued or vested benefit for any employee, former employee, participant, dependent, or other person.

AN ORDINANCE (continued from page 1)

Section 2. Severability. In the event that any section, subsection, sentence, clause or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions or the other section or sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part hereof. The Governing Authority hereby declares that it would have passed the remaining parts of this Ordinance or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

Section 3. Approval by Trustees. The Participating Employer’s Ordinance and Participation Agreement and Declaration are subject to approval by the Trustees. The Trustees may refuse to approve or may delay the effective date of an Ordinance and Participation Agreement or Declaration that is not in order as determined by the Trustees or the Program Administrator. The Governing Authority of the Participating Employer hereby acknowledges that it is responsible to assure that this Ordinance and Participation Agreement and the Declaration are adopted and executed by the Participating Employer in accordance with the requirements of applicable law.

Section 4. Effective Date. This Ordinance and Participation Agreement shall be effective on , or if later, such other effective date designated by the Trustees below upon approval and acceptance of the Ordinance and Participation Agreement and Declaration.

Section 5. Repeal. All ordinances and parts of ordinances in conflict herewith are expressly repealed.

Approved by the Mayor and Council of the City of Peachtree Corners, Georgia this _____ day of _____, 20____.

Attest:

Employer Name:
City of Peachtree Corners

Signature of City Clerk

Signature of Mayor

Print Name of City Clerk

Print Name of Mayor

(SEAL)

Approved:

City Attorney

TRUSTEES' APPROVAL

The terms of the foregoing Ordinance and Participation Agreement are approved by the Board of Trustees of the Georgia Municipal Employees Benefit System.

The effective date of the Employer's participation in the GMEBS Life and Health Program will be .

IN WITNESS WHEREOF, the Board of Trustees of the Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officer to be affixed this _____ day of _____, 20_____.

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary

SECTION 5. EMPLOYER REPRESENTATIVE – Please list by title or position the person designated by the Employer to represent the Employer in all communications with GMEBS and the Program Administrator concerning the GMEBS Life & Health Program: **Acting City Clerk**

SECTION 6. EMPLOYER ADOPTION - The Employer acknowledges that this Employer Declaration and Application will not become effective unless and until it is approved by the GMEBS Life & Health Program Administrator, and that upon such approval this Employer Declaration and Application will replace and supersede any prior Employer Declaration and Application concerning health and dental coverage for employees that is on file with the GMEBS Life & Health Program Administrator. The Employer further acknowledges that GMEBS' approval of this Employer Declaration and Application is contingent upon the Employer having adopted the GMEBS Life and Health Program Participation Agreement.

Approved by the Mayor and Council of the City of Peachtree Corners, Georgia this ____ day of _____, 20__.

Attest:

Employer Name:

City of Peachtree Corners

Signature of City Clerk

Signature of Mayor

Print Name of City Clerk

Print Name of Mayor

(SEAL)

Please do not write below this line (for GMEBS USE ONLY)

The terms of the foregoing Employer Declaration and Application are approved by the GMEBS Life & Health Program Administrator this ____ day of _____, 20__.

Subject to the applicable terms of the GMEBS Life and Health Program Participation Agreement and the Plan(s), the effective date of the coverages (or any change in coverage) as reflected in this Employer Declaration and Application will be the date shown under "Declaration Effective Date" on the first page of this form.

GMEBS LIFE & HEALTH PROGRAM ADMINISTRATOR

By: _____

AN ORDINANCE TO ADOPT CHAPTER 90, SOLID WASTE, TO PROVIDE FOR REGULATION OF SOLID WASTE DISPOSAL SERVICES IN THE CITY OF PEACHTREE CORNERS; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Mayor and City Council is the duly constituted governing authority for the City of Peachtree Corners; and

WHEREAS, the Mayor and City Council desire to provide for and regulate certain solid waste collection services inside the City of Peachtree Corners; and

WHEREAS, pursuant to the City Charter and State Law, the City of Peachtree Corners is authorizes to regulate Solid Waste Collection services as part of its execution of the necessary solid waste management plan.

NOW, THEREFORE, the Mayor and Council of the City of Peachtree Corners hereby ordains and adopts Chapter 90 of the Code of the City of Peachtree Corners, Georgia, hereby titled "SOLID WASTE" to read as follows:

CHAPTER 90. SOLID WASTE

ARTICLE I. GENERAL PROVISIONS

Sec. 90-1. Short Title.

This Ordinance shall be known and may be cited as the "City of Peachtree Corners Solid Waste and Disposal Services Ordinance."

Sec. 90-2. Findings and Scope.

It is the finding of the City of Peachtree Corners that all businesses within the City contribute to solid waste production. This Ordinance shall apply to all lands and premises in the City of Peachtree Corners which are governed by the City. Provisions of this Ordinance shall apply to all Persons engaged in Commercial Solid Waste Collection and Disposal, and C&D Waste Collection and Disposal.

Sec. 90-3. Definitions.

City shall mean City of Peachtree Corners, Georgia.

Council shall mean the City of Peachtree Corners Mayor and City Council.

Collect or Collection shall mean to remove Commercial Solid Waste, Commercial Recovered Materials, Construction or Demolition Waste or Construction or Demolition Solid Waste Recovered Materials for transport to a Disposal Facility or

Processing Facility or cause such to be removed.

Collection Services shall mean the Collection from a Commercial Establishment and any other locations which generate Commercial Solid Waste, Commercial Recovered Materials, Construction or Demolition Waste or Construction or Demolition Solid Waste Recovered Materials, including related transportation, transfer, Processing and/or Disposal.

Commercial Establishments shall mean any hotel; motel; apartment dwelling; residential structure consisting of greater than four (4) units; business; public or semipublic building or premises of any nature or kind whatsoever other than a Residential Service Unit.

Commercial Container shall mean a dumpster or other industry acceptable waste receptacle supplied by a Commercial Service Provider intended to hold Commercial Solid Waste or Commercial Recovered Materials for Collection.

Commercial Establishment Owner shall mean any person, firm, corporation or other legally authorized entity owning, leasing, renting occupying or managing any commercial premise in the City of Peachtree Corners.

Commercial Recovered Materials shall mean Recovered Materials generated at a Commercial Establishment.

Commercial Recovered Material Collection shall mean the performance of all requirements of the Ordinance and other applicable laws related to the Collection of Commercial Recovered materials, as well as Incidental administrative tasks related to the performance of those requirements.

Commercial Service Provider shall mean a Person granted authorization by the City to engage in Commercial Solid Waste Collection and Disposal within the corporate boundaries of the City of Peachtree Corners who, under written agreement for compensation by those receiving services, does the work of collecting, transporting, disposing, and/or processing of Commercial Solid Waste.

Commercial Solid Waste shall mean all types of solid waste generated by Commercial Establishments, such as stores, offices, restaurants warehouses, and other nonmanufacturing entities excluding Residential Municipal Solid Waste, Construction or Demolition Waste, Hazardous Waste, and Industrial Solid Waste.

Commercial Solid Waste Collection and Disposal shall mean the performance of all requirements of the Ordinance and other applicable laws related to Commercial Solid Waste and Commercial Recovered Materials, as well as incidental administrative tasks related to the performance of those requirements.

Construction or Demolition (C&D) Waste shall mean waste building materials and rubble resulting from construction, remodeling, repair or demolition operations on pavements, houses, commercial buildings and other structures. Such waste includes, but is not limited to, waste containing asbestos, wood, bricks, metal, concrete, wallboard, paper, cardboard, carpeting, inert waste landfill materials approved for disposal, and other non-putrescible wastes associated with construction and demolition activities which have low potential for groundwater

contamination.

Construction or Demolition (C&D) Waste Recovered Materials shall mean Recovered Materials resulting from construction, remodeling, repair or demolition operations on pavements, houses, commercial buildings and other structures.

Construction or Demolition (C&D) Waste Service Provider shall mean a Person granted authorization by the City who, under written agreement for compensation by those receiving services, does the work of collecting, transporting, processing and/or disposing of C&D Waste within the corporate boundaries of the City of Peachtree Corners.

Construction or Demolition (C&D) Waste Collection and Disposal shall mean the performance of all requirements of the Ordinance and other applicable laws related to C&D Waste and C&D Recovered Materials, as well as incidental administrative tasks related to the performance of those requirements.

Disposal shall mean dumping or depositing solid waste into or onto a Disposal Facility.

Disposal Facility shall mean any facility or location where the final deposition of solid waste occurs and includes but is not limited to landfilling and solid waste thermal treatment technology facilities.

Elective Service shall mean collection services offered by a Commercial Service Provider, or C&D Waste Service Provider for an additional charge which is arranged between the service provider and a Commercial Establishment Owner, or other responsible party and billed by the service provider.

Hazardous Waste shall mean any solid waste which has been defined as a hazardous waste in regulations promulgated by the United States Environmental Protection Agency or under Georgia Hazardous Waste Management Act.

Industrial Solid Waste shall mean solid waste generated by manufacturing or industrial processes or operations that is not a hazardous waste regulated by the Georgia Hazardous Waste Management Act. Such waste includes, but is no limited to, waste resulting from the following manufacturing processes: Electrical power generation; fertilizer and agricultural chemicals; food and related products and by-products; inorganic chemicals; iron and steel products; leather and leather products; nonferrous metal and foundry products; organic chemicals; plastics and resins; pulp and paper; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textiles; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.

Person shall mean the State of Georgia or any other state agency or Institution thereof, and municipality, county, political subdivision, public or private corporation, solid waste authority, special district empowered to engage in solid waste management activities, individual, partnership, association, or other entity in Georgia or any other state. The term also includes any officer or governing or managing body of any municipality, political subdivision, solid waste authority, special district empowered to engage in solid waste management activities, or public or private corporation in Georgia or any other state. This term also includes

employees, departments, and agencies of the federal government.

Plan shall mean the 2008 Comprehensive Solid Waste Management Plan developed for Gwinnett County and the Cities of Berkeley Lake, Dacula, Duluth Grayson, Lawrenceville, Lilburn, Norcross, Snellville, Sugar Hill, and Suwanee, as amended prior to or subsequent to the effective date of this Ordinance, and as adopted by reference by the City of Peachtree Corners, Georgia.

Processing shall mean any method, system or other treatment designed to change the physical form or chemical content of solid waste, and includes separation from solid waste or other handling of Recovered Materials for Recycling.

Processing Facility shall mean a facility whose activities include, but are not limited to, the separation and preparation of solid waste for reuse or Disposal or separation and preparation of Recovered Materials to produce a marketable commodity.

Recovered Materials shall mean those materials which have known use, reuse, or recycling potential; can be feasibly used, reused, or recycled; and have been diverted or removed from the solid waste stream for sale, use, reuse, or recycling, whether or not requiring subsequent separation and processing.

Recovered Materials Processing Facility shall mean a facility engaged solely in the storage, processing, and resale or reuse of Recovered Materials. Such term shall not include a solid waste handling facility; provided, however, any solid waste generated by such facility shall be subject to all applicable laws and regulations relating to such solid waste.

Recycling shall mean 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 except for mixed Municipal Solid Waste composting, that is composting of the typical mixed solid waste stream generated by commercial and/or institutional sources. Recycling includes the composting process if the compost material is put to beneficial use.

Transfer Station shall mean a facility used to transfer solid waste from one transportation vehicle to another for transportation to a Disposal facility or Processing Facility.

Treated Wood shall mean wood that has been treated or preserved with chromate copper arsenate (CCA), pentachlorophenol, or other chemicals which have been classified as known human carcinogens by the United States Environmental Protection Agency.

Unacceptable Waste shall mean Hazardous Waste, Biomedical Waste, tires, paints, paint solvents, Treated Wood, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than ten (10) pounds, firearms, and any and all waste of which the acceptance and handling by a Commercial Service Provider would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to the service provider's equipment or facilities, or present a substantial danger to the health or safety of the

public or the service provider's employees.

White Goods shall mean household appliances such as refrigerators, stoves, washers, dryers, water heaters, and other large enameled appliances, which do not contain polychlorinated biphenyl (PCB) or chlorofluorocarbon (CFC) units and have been officially certified to that effect, and in the case of refrigerators and freezers, which have had the doors removed.

Sec. 90-4. General Provisions

(a) Commercial Solid Waste

- (1) ***Commercial Solid Waste Management.*** All Commercial Establishments shall dispose of Commercial Solid Waste with a Commercial Service Provider pursuant to a private contract between the Commercial Establishment Owner and the Commercial Service Provider, except, however, that a Commercial Establishment Owner may collect, transport, and dispose of the solid waste generated at is Commercial Establishment, provided the Commercial Establishment Owner is authorized as a Commercial Service Provider pursuant to this Ordinance.
- (2) ***Commercial Recovered Materials and Recycling Services.*** All Commercial Service Providers shall offer recovered material recycling services to their customers.
- (3) ***Commercial Yard Trimmings.***
 - (i) A Commercial Owner may contract privately with a Commercial Service Provider to collect, process and dispose of Yard Trimmings generated by the Commercial Establishment.
 - (ii) All Yard Trimmings generated by a Commercial Establishment shall be segregated from Commercial Solid Waste and Commercial Recovered Materials.
 - (iii) Yard Trimmings generated by a Commercial Establishment may be collected in bulk in accordance with the requirements of the Commercial Service Provider; provided, however, the Yard Trimmings may not be collected in plastic bags.
 - (iv) This Ordinance shall not prohibit a Commercial Establishment Owner from the collection, processing and disposing of Yard Trimmings through a third party that generated the Yard Trimmings as a result of the third party's activities at the Commercial Establishment.

- (b) Construction or Demolition (C&D) Waste.
- (1) ***Segregation of C&D Waste.*** C&D Waste shall be segregated from Commercial Solid Waste.
 - (2) ***C&D Waste and Commercial Service Providers.*** A Commercial Service Provider may collect, process and dispose of C&D Waste provided that the Commercial Service Provider is authorized as a C&D Waste Service Provider pursuant to this Ordinance.
 - (3) ***Recovered Materials and Recycling Services.*** All C&D Waste Service Providers shall offer C&D Waste Recovered Material and recycling services to their customers.
 - (4) ***Collection and Disposal of C&D Waste Generated by a Third Party.***
 - (i) C&D Waste generated at a Commercial Establishment shall be collected and disposed of:
 - a. By a C&D Waste Service Provider pursuant to a private contract between the C&D Service Provider and the Commercial Establishment Owner and in accordance with the laws and regulations of the State of Georgia; or
 - b. By a third party (e.g. contractor performing construction, renovation, or demolition services) pursuant to a private contract between the third party and the Commercial Establishment Owner either:
 1. **In accordance with the third party's** authorization to operate as a C&D Waste Service Provider pursuant to the terms of this Ordinance; or
 2. In accordance with a private contract between the third party and a C&D Waste Service Provider; and
 3. In accordance with the laws and regulations of the State of Georgia.

Sec. 90-5. Minimum Requirements for Service Providers.

- (a) All Commercial Service Providers and C&D Waste Service Providers and their subcontractors shall, at all times:
- (1) Satisfy all requirements and qualifications imposed by the City and this ordinance.
 - (2) Provide a notarized statement certifying that all drivers have a

current commercial driver's license (CDL) and all trucks are registered with the Georgia Department of Transportation.

- (3) At a minimum, apply risk management practices acceptable in **the applicable service providers' industry.**
- (4) Have a current 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.
- (5) Offer Recovered Materials and recycling services to their customers.
- (6) Maintain during the term of any service agreement with the City to provide Commercial Solid Waste Collection and Disposal, or C&D Waste Collection and Disposal services (each such person or entity providing such services shall be referred to below as **"Service Provider"**), **at its own expense, appropriate and adequate insurance policies generally as follows:**
 - (i) **Statutory workers' compensation insurance:**
 - a. **Employer's liability for bodily injury by accident:** \$500,000 each accident.
 - b. **Employer's liability for bodily injury by disease:** \$500,000 policy limit, \$500,000 each employee.
 - (ii) Commercial General Liability insurance:
 - a. \$1,000,000 limit of liability per occurrence for bodily injury and property damage;
 - b. \$1,000,000 limit of liability per occurrence for personal injury;
 - c. Commercial general liability written on an occurrence form, which includes contractual liability, broad for property damage, incidental medical malpractice, severability of interest, and extended bodily injury; and
 - d. Additional Insured endorsement which includes ongoing operations and completed operations.
 - (ii) Auto Liability Insurance:
 - a. \$1,000,000 limit of liability per occurrence for bodily injury and property damage;
 - b. Comprehensive form covering all owned, non-owned, leased, hired, and borrowed Collection Vehicles; and

- c. Coverage for cleanup of pollutants due to an accident, including Pollution Liability Broadened Form endorsement.
 - d. If the auto policy does not include the endorsement **form specified in "c" of this section, a separate Service Providers Pollution Liability Policy** endorsed with the Transportation Pollution Liability form with a minimum limit of \$1,000,000 must be provided.
- (iv) Excess Liability insurance – Minimum \$5,000,000 limit of liability:
- a. The excess liability coverage must be an occurrence for policy including coverage for all required endorsements and no additional exclusions;
 - b. The excess liability policy must extend over the general liability, automobile liability, and **employers' liability policy forms; and**
 - c. The excess liability policy must have concurrent effective dates with the primary coverage parts.
- (v) The City of Peachtree Corners shall be shown as an additional insured on general liability, auto liability, and excess liability policies.
- (vi) The cancellation **provision must provide ninety (90) days'** notice of cancellation.
- (vii) The certificate holder and additional insured must be added as specified above, and must read as follows:
- City of Peachtree Corners, Georgia

Peachtree Corners, Georgia _____
- (viii) Insurance companies must have an A.M. Best Rating of **A-6 or higher. Certain workers' compensation funds may be** acceptable by the approval of the City. European markets including those based in London and domestic surplus line markets that operate on a non-admitted basis are exempt from the requirement provided that the **Service Provider's broker/agent can provide financial data** to establish that a market is equal to or exceeds the financial strength associated with the A.M. Best Rating of A-6 or better.
- (ix) The Georgia Department of Insurance must license the

insurance company to do business, unless an exception is authorized by the City.

- (x) Certificates of Insurance, and any subsequent renewals, must reference municipal solid waste collection and disposal services.
- (xi) The Service Provider shall agree to provide summaries of current insurance policies if requested to verify compliance with these insurance requirements.
- (xii) The Service Provider shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every subcontractor in any tier, and shall require each and every subcontractor of any tier to comply with all such requirements. Service Provider agrees that if for any reason its subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained **by Service Provider at Service Provider's expense.**
- (xiii) No service provider or subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Ordinance have been complied with and until evidence of such compliance satisfactory to the City as to form and content has been filed with the City. The Accord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a certificate of insurance or an approved substitute.
- (xiv) Compliance by the Service Provider and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Service Provider and all subcontractors of their liability provisions of the Contract.
- (xv) Service Provider and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
- (xvi) Service Provider shall, at a minimum, apply risk **management practices accepted by the Service Provider's** Industry.
- (xvii) The Service Provider shall agree to waive all rights of subrogation against the City, the Mayor and City Council, and its officers, officials, employees and agents from

losses arising from work performed by the Service Provider.

Sec. 90-6 to Sec. 90-14. Reserved.

ARTICLE II. COMMERCIAL SOLID WASTE

Sec. 90-15. Commercial Solid Waste Collection and Disposal Services and Commercial Recovered Material Collection Services.

- (a) *Authorization to provide Commercial Solid Waste Collection and Disposal and/or Commercial Recovered Material Collection service.* A Person shall be a Commercial Service Provider upon the City's approval of the Person's application for authorization to provide Commercial Solid Waste Collection and Disposal Service and/or Commercial Recovered Material Collection service in the City of Peachtree Corners, which shall be as follows:
- (1) An Application for authorization shall be submitted to the City in a form prescribed by the City.
 - (2) The City shall approve any application demonstrating compliance with the requirements of this Ordinance.
 - (3) Authorization to provide Commercial Solid Waste Collection and Disposal service and/or Recovered Materials Collection services shall be granted for a period of one (1) calendar year and may be renewed through re-application for authorization.
 - (4) Nothing in this Ordinance shall limit the number of authorized Commercial Service Providers within the City of Peachtree Corners.
 - (5) Authorization to provide Commercial Solid Waste Collection and Disposal service and Commercial Recovered Material Collection service constitutes the right to collect Commercial Solid Waste and Commercial Recovered Materials within the City of Peachtree Corners. Multiple companies may be so authorized provided the requirements of this Ordinance are met.
 - (6) Authorization to provide Commercial Solid Waste Collection and Disposal services and Recovered Materials Collection service in the City of Peachtree Corners is nontransferable.
 - (7) Upon authorization, the Commercial Service Provider shall maintain at its place of business books and records showing the Commercial Establishment Owner, business name and address of each Commercial Establishment that the Commercial Service

Provider has contracted with for Commercial Solid Waste Collection and Disposal services and/or Commercial Recovered Materials Collection services, including the street address for each property served. The Commercial Service Provider shall, upon request by the City, make such books and records available for inspection and/or submit to a financial audit by a certified public accountant or auditor employed by the City.

(b) Commercial Solid Waste Services Regulatory Fee and Reporting Requirements.

(1) Regulatory Fee.

(i) A regulatory fee in an amount to be determined by the City of Peachtree Corners Mayor and City Council by Resolution shall be charged to the Commercial Service Provider each quarter by the City for Commercial Solid Waste Collection and Disposal service and Commercial Recovered Materials Collection services provided.

(ii) The regulatory fee shall be due and payable to the City **pursuant to the City's quarterly invoicing of the** Commercial Service Provider following its receipt of the reports described in this Ordinance.

(iii) The regulatory fee may not be identified as a separate **charge on the Commercial Service Provider's invoice** to the Commercial Establishment provided service.

(2) Reporting Requirements. Within thirty (30) days following the close of each calendar quarter ending March 31, June 30, September 30, and December 31 of each year of operation, each Commercial Service Provider authorized to provide Commercial Solid Waste Collection and Disposal services and/or Commercial Recovered Materials Collection Service in the City of Peachtree Corners shall submit to the City reports of Commercial Solid Waste Collection and Disposal services and Commercial Recovered Materials Collection services showing the following:

(i) Gross collection, processing and disposal revenues and number of customers served during each quarter by service type;

(ii) Tonnage figures showing total waste tonnage collected by service type;

(iii) Tonnage figures showing total Recovered Materials

collected by type, and proof of recycling in the form of manifests, bills of sale, or other records showing adequate proof of delivery of the material to a recognized recycling facility;

- (iv) Proof of disposal of non-recovered materials at state approved disposal facilities and the name of each such facility; and
- (v) Such other information as required by the City in the City's discretion.

Sec. 90-16. Construction or Demolition (C&D) Waste Collection, Processing and Disposal Services.

- (a) Authorization to provide C&D Waste Collection, Processing and Disposal Service.
 - (1) **A Person shall be a C&D Waste Service Provider upon the City's approval of the Person's application for authorization** to provide C&D Waste Collection and Disposal services in the City of Peachtree Corners.
 - (i) An application for authorization shall be submitted to the City in a form prescribed by the City.
 - (ii) The City shall approve all applications demonstrating compliance with the requirements of this Ordinance.
 - (iii) Authorization to provide C&D Waste Collection and Disposal services shall be granted for a period of one (1) calendar year, and may be renewed through re-application for authorization.
 - (iv) Nothing in this Ordinance shall limit the number of authorized C&D Waste Service Providers within the City of Peachtree Corners.
 - (v) Authorization to provide C&D Waste Collection and Disposal services constitutes the right to collect C&D Waste within the City of Peachtree Corners. Multiple companies may be so authorized provided the requirements of this Ordinance are met.
 - (v) Authorization to provide C&D Waste Collection and Disposal service in the City of Peachtree Corners is nontransferable.

- (2) Upon authorization, the C&D Waste Service Provider shall maintain at its place of business books and records showing the Commercial Establishment Owner, business name, and address of each Commercial Establishment Owner and address that the C&D Waste Service Provider has privately contracted with for C&D Waste Collection and Disposal services including the street address for each property served. The C&D Waste Service Provider shall, upon request by the City, make such books and records available to the City for inspection and/or submit to a financial audit by a certified public accountant or auditor employed by the City.
- (c) C&D Waste Services Regulatory Fee and Reporting Requirements.
- (1) **Regulatory Fee.**
 - (i) A regulatory fee in an amount to be determined by Resolution of the City Council shall be charged to the C&D Waste Service Provider per calendar quarter for the provision of C&D Waste Collection and Disposal services.
 - (ii) The regulatory fee shall be due and payable to the City pursuant to the City's quarterly invoicing of the C&D Service Provider following its receipt at the time of submission of the reports described in this Ordinance.
 - (iii) The regulatory fee may not be identified as a separate charge on the C&D Service Provider's invoice to the Commercial Establishment.
 - (2) **Reporting Requirements.** Within thirty (30) days following the close of each calendar quarter ending March 31, June 30, September 30, an December 31 of each year of operation, each C&D Waste Service Provider authorized to provide C&D Waste Collection and Disposal service in the City of Peachtree Corners shall submit to the City reports showing the following:
 - (i) Gross collection, processing and disposal revenues and number of customers served during each quarter by service type;
 - (ii) Tonnage figures showing total waste tonnage collected by service type;
 - (iii) Such other information as required by the City in the City's discretion.

Sec. 90-17. Termination of Authorization to Provide Commercial Solid

Waste Collection and Disposal Services or C&D Waste Collection and Disposal Services.

The City reserves the discretionary authority to terminate any authorization to provide Commercial Solid Waste Collection and Disposal service or C&D Waste Collection and Disposal service in the interest of the health, safety or welfare of the citizens of the City.

Sec. 90-18 to Sec. 90-29. Reserved.

ARTICLE III. RESERVED.

Sec. 90-30 to Sec. 90-49. Reserved.

ARTICLE IV. MISCELLANEOUS PROVISIONS.

Sec. 90-50. Exemptions.

- (a) This Ordinance shall not apply to any individual, corporation, partnership, or cooperative disposing of livestock feeding facility waste from facilities with a total capacity of up to 1,000 cattle or 5,000 swine. If such individual, corporation, partnership, or cooperative shall provide an approved waste disposal system which is capable of properly disposing of the runoff from a ten-year storm, such individual, corporation, partnership or cooperative shall be further exempt regardless of total per head capacity.
- (b) Nothing in this Ordinance shall limit the right of any person to use poultry or other animal manure for fertilizer.
- (c) Provisions of this Ordinance shall not apply to any Person not collecting and disposing of Commercial Solid Waste, or C&D Waste for a fee, but who is a holder of a valid solid waste handling permit from the Director of the Environmental Protection Division of the Georgia Department of Natural Resources pursuant to the Rules of Georgia Department of Natural Resources Environmental Protection Division 391-3-4-.02 and 391-3-4-.06 for disposal or onsite burial. Such disposal shall be governed by State Environmental Protection Division regulations and by the requirements of the current City of Peachtree Corners development regulations.
- (d) Nothing in this Ordinance or in any service agreement shall limit the **City's ability to procure additional services necessary to provide for removal, processing, recycling and/or disposal of solid wastes generated as a result of a natural or man-made disaster event.**

Sec. 90-51. Prohibited Acts.

- (a) No Commercial Establishment Owner shall willingly violate the requirements set forth in this Ordinance.
- (b) No Commercial Service Provider shall willingly violate the requirements applicable to Commercial Service Providers set forth in this Ordinance.
- (c) No C&D Waste Service Provider shall willingly violate the requirements applicable to C&D Waste Service Providers set forth in this Ordinance.
- (d) No Person shall willingly violate the requirements set forth in this Ordinance.
- (e) No Commercial Service Provider shall collect solid waste 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 quality of the environment; or likely create other hazards to the public health, safety, or wellbeing as defined by the Rules of the Georgia Department of Natural Resources Environmental Protection Division, Chapter 391-3-4-.04.
- (f) No Commercial Service Provider, or C&D Waste Service Provider shall collect solid waste until all insurance requirements contained in this Ordinance have been complied with an until certification from the carrier of such compliance satisfactory to the City as to form and content has been filed with the City.
- (g) No solid waste may be disposed of by any Person in an open dump, nor may any Person cause, suffer, allow or permit open dumping on his property as defined by the Rules of the Georgia Department of Natural Resources Environmental Protection Division, Chapter 391-3-40.04.
- (h) It shall be a violation of this Ordinance to place or cause to be placed for collection by a Commercial Service Provider or C&D Waste Service Provider any acid, explosive material, inflammable liquids or dangerous or corrosive material of any kind.

Sec. 90-52. Violations and Enforcement.

- (a) This Ordinance shall be enforced by any employee or representative designated by the City. Enforcement authority shall include the power to determine compliance with this Ordinance, to investigate complaints of violations of this Ordinance, and to pursue violations in the City Municipal Court.
- (b) The provisions of this Ordinance regarding the disposal or non-site burial of solid waste may be enforced by the Georgia Department of Natural Resources, Environmental Protection Division.

- (c) Nothing in this Ordinance shall affect the ability of the City to pursue any remedies against a Commercial Service Provider or C&D Waste Service Provider available under local, state, or federal law.
- (d) Nothing in this Ordinance shall affect the ability of the City to pursue the remedies available to it by virtue of its police powers.

Sec. 90-53. Scavenging.

No person other than the owner thereof shall interfere with any contained placed for the purpose of storing solid waste pending collection, or remove or take any of the contents thereof, or remove any container from the location where the container has been placed by the owner thereof.

Sec. 90-54. Penalties.

Any person violating any provision of this Ordinance may, upon conviction, be punished by a fine for each offense and/or incarceration or community service not to exceed 60 days. Each day a violation occurs shall be considered a separate and distinct violation.

Sec. 90-55. Severability.

If any portion of this Ordinance or the application thereof shall be held invalid or unconstitutional, the other provisions of this Ordinance shall not be affected, and to this end the provisions of this Ordinance are declared to be severable.

SO ORDAINED AND EFFECTIVE, this the ____ of _____, 2012.

APPROVED:

Mike Mason, Mayor

ATTEST:

Approved as to Content and Form

Joan C. Jones, Acting City Clerk

William F. Riley, Jr., City Attorney