

infirmity unable to use the franchisee's collection center or centers a discounted fee in such amount as the franchisee may determine for the additional service or services of curbside collection of bulky items, yard waste, or residential recycling materials provided such discounted fee is uniform for all such subscribers who are because of injury or infirmity unable to use the franchisee's collection center or centers.

(e) A franchisee may collect bulky items, yard waste, and/or residential recycling materials, whether at curbside or at a collection center or centers, from persons other than its subscribers for such fee or fees to which the franchisee and such other persons agree.

(f) A franchisee shall not charge its subscribers a subscription fee or any other fee upon subscription.

(g) A franchisee may charge a subscriber a termination fee or such other fee upon termination of the subscriber's subscription in any amount to which the franchisee and its subscriber agree.

Section 3.2 Residential Solid Waste Collection Service Rules.

(a) A franchisee's basic service shall include the collection of a subscriber's residential garbage at curbside on a collection day designated by the franchisee at least one (1) time per week.

Each subscriber shall place his or her residential garbage in a solid waste cart and shall place the solid waste cart at the curbside by 6:00 a.m. on a collection day designated by his or her franchisee. A franchisee shall not be responsible for the collection of residential garbage not placed in a solid waste cart or from any solid waste cart not in the proper location at the curbside.

(b) A franchisee's basic service shall include the collection of a subscriber's residential recycling materials either (a) at a collection center or centers or (b) at curbside. If a franchisee's basic service includes the collection of a subscriber's residential recycling materials at curbside, the franchisee shall collect such residential recycling materials at curbside on a collection day designated by the franchisee at least one (1) time every other week. If the franchisee's basic service includes the collection of a subscriber's residential recycling materials at a collection center or centers, the franchisee may upon request of a subscriber collect the subscriber's residential recycling materials at curbside as an additional service. A franchisee shall ensure all residential recycling materials its collects from its subscribers are processed for recycling and are not disposed in a landfill. In the event a franchisee is unable to dispose of a certain type or types of recyclable materials for recycling, and with prior written approval of the County Manager, the franchisee may notify its subscribers that they shall not include such certain type or types of recyclable materials in the residential recycling materials they deliver to the franchisee for collection either at a collection center or at curbside.

Each subscriber from whom a franchisee collects residential recycling material at curbside shall place only the subscriber's recyclable materials in a recycling container and shall place the recycling container at the curbside by 6:00 a.m. on the collection day designated by his or her franchisee. A franchisee shall not be responsible for the collection of residential recycling materials at curbside not placed in a recycling container or from any recycling container not in the proper location at the curbside. A franchisee shall not be responsible for the collection of any residential recycling materials at curbside or at a collection center if residential garbage is mixed with such residential recycling materials.

(c) A franchisee's basic service shall include the collection of a subscriber's bulky items either (a) at a collection center or centers or (b) at curbside. If a franchisee's basic service