

collection center or centers, including without limitation keeping the premises free of litter, mowing any grass on the premises, and trimming any shrubbery on the premises.

Section 3.12. Information and Educational Materials. A franchisee shall provide information and educational materials to the public and specifically its subscribers regarding the residential solid waste collection services the franchisee provides pursuant its franchise. The information and materials which the franchisee provides it subscribers shall include (a) the franchisee's curbside collection schedules, (b) at least seven (7) days' advance notice to subscribers of holidays on which the franchisee will suspend the collection of solid waste at curbside and the alternative day on which such service will be provided, (c) at least fourteen (14) days' advance notice of any other change in a subscriber's designated collection day, (d) the hours of operation of any collection center or centers the franchisee operates, (e) information regarding the obligations and responsibilities of subscribers under this Ordinance, including the obligations of subscribers regarding the placement of residential solid waste at curbside and the removal of solid waste carts and recycling containers from curbside, and (f) at least sixty (60) days' advance notice of any change in the franchisee's fees to its subscribers, including any change in the franchisee's fee for basic service, fees for additional solid waste carts and recycling containers, and fees for additional services.

Section 3.13. Billing and Collection. A franchisee shall be solely responsible for the billing and collection of its charges to its subscribers and shall bear all cost, expense, and risk in connection therewith, including nonpayment by any subscriber.

Section 3.14. Disposal of Solid Waste. A franchisee shall dispose all residential solid waste collected by it from its subscribers at curbside and at a collection center or centers only at the Evergreen Landfill on Wetherington Lane, Valdosta, Georgia or such other lawfully permitted or licensed disposal facility approved in advance in writing by the County Manager and shall be responsible for all risk and the payment of all costs and fees associated with such disposal.

Section 3.15. Prohibition Against Commingling. A franchisee shall not commingle residential solid waste from residents with any other residential solid waste, commercial solid waste, or any other solid waste.

Section 3.16. Title and Ownership of Waste. Title to and ownership of residential solid waste collected by a franchisee from residents pursuant to its franchise shall pass to the franchisee once it is placed in a vehicle or other equipment under control of the franchisee or received by the franchisee at a collection center.

Section 3.17. Excluded Services. In providing residential solid waste collection services hereunder, a franchisee shall not be required to collect, handle, remove, or transport (a) toxic, ignitable, reactive, and/or corrosive materials, or any other item or material of a clearly hazardous or dangerous nature inconsistent with usual and customary residential solid waste collection services, or (b) residential solid waste not generated from the reasonable, usual, and customary residential activities at the residence for which a subscriber has subscribed for residential solid waste collection services from the franchisee.