

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 the collection center, (e) information regarding the obligations and responsibilities of subscribers under the 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 Franchisee's fees to its subscribers, including any change in Franchisee's fee for basic service, fees for additional solid waste carts and recycling containers, and fees for additional services.

**29. Franchise Fees.** During the term of the Franchise, Franchisee shall pay a franchise fee to the County for the regulation in Lowndes County of residential solid waste, residential solid waste collection services, the administration and enforcement of the Solid Waste Ordinance, and the administration and enforcement of this Franchise. Such franchise fee shall be paid at the rate of \$3.00 per ton of residential garbage collected by Franchisee in the unincorporated area pursuant to this Franchise. Such franchise fee shall be paid on a monthly basis, with Franchisee paying to the County by the last day of each calendar month the franchise fee due for residential garbage collected by Franchisee in the unincorporated area or otherwise from residents during the immediately preceding calendar month. Each payment by Franchisee of the franchise fee shall be accompanied by a written statement, certified by an officer of Franchisee or executive level manager responsible for the area or region of Franchisee's operations that includes Lowndes County, showing in such form and detail as the County Manager may prescribe, the total tonnage of residential garbage collected by Franchisee in the unincorporated area during the calendar month for which such franchisee fee is being paid, the calculation of such franchise fee then being paid by Franchisee, and also accompanied by copies of landfill weight tickets evidencing such total tonnage and such other information as the County Manager may from time to time require.

**30. Billing and Collection.** 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.

**31. Disposal of Solid Waste.** Franchisee shall dispose residential garbage collected by it from its subscribers at curbside and at the collection center only at the Evergreen Landfill on Wetherington Lane, Valdosta, Georgia or at such other lawfully permitted or licensed disposal facility approved in advance in writing by the County Manager and shall be responsible for and indemnify and hold the County harmless from all risk and the payment of all costs and fees associated with such disposal.

**32. Prohibition Against Commingling.** Franchisee shall not commingle residential solid waste collected from residents pursuant to this Franchise with any commercial solid waste or any other solid waste originating from elsewhere within the County or from outside the County.

**33. Title and Ownership of Waste.** Title to and ownership of residential solid waste collected by Franchisee from residents pursuant to this Franchise shall pass to Franchisee once it is placed