

container at curbside provided no other resident of the subscriber's residential premise is able to place the subscriber's recycling container at curbside. Franchisee shall accept the written statement of a physician of the subscriber's lack of ability to place the subscriber's solid waste collection cart and/or recycling container at curbside as sufficient evidence and proof of the subscriber's lack of such ability.

**13. Uniform Fee.** Franchisee shall charge each of its subscribers the same uniform fee for basic service and the same uniform fee or fees for additional services provided pursuant to this Franchise.

**14. Pricing for Basic Service.** Franchisee shall not charge its subscribers in excess of \$20.00 per month for the basic service Franchisee provides pursuant to this Franchise.

**15. Additional Services.** In addition to its basic service, Franchisee may offer and provide its subscribers additional services and charge uniform fees determined by Franchisee therefor; provided, however, if Franchisee's basic service includes the collection of bulky items, yard waste, or residential recycling materials at the collection centers, Franchisee may provide its subscribers who are because of injury or infirmity unable to use the collection centers a discounted fee in such amount as Franchisee determines 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 collection centers.

**16. Days and Hours of Curbside Collection.** Franchisee shall collect residential solid waste at curbside, whether as a basic service or as an additional service, only on weekdays between the hours of 7:00 a.m. and 7:00 p.m. except to perform emergency work or service required to safeguard the immediate health, safety, and general welfare of the public.

**17. Collection from Persons Other than Franchisee's Subscribers.** Franchisee may collect bulky items, yard waste, and/or residential recycling materials, whether at curbside or at the collection centers, from persons other than its subscribers for such fee or fees to which Franchisee and such other persons agree.

**18. Franchisee's Vehicles.**

(a) Franchisee shall collect residential garbage from its subscribers in vehicles specifically designed for the collection of residential garbage. Such vehicles shall have fully enclosed leak resistant compaction bodies. Franchisee shall provide a sufficient number of such vehicles for the curbside collection of residential garbage from Franchisee's subscribers.

(b) If Franchisee collects any of bulky items, yard waste, or residential recycling materials at curbside, whether as a basic service or as an additional service, Franchisee shall provide a sufficient number of vehicles for the curbside collection thereof from Franchisee's subscribers.

(c) Franchisee shall ensure that solid waste it transports by its vehicles does not spill, leak, or blow from such vehicles.

(d) Each vehicle Franchisee uses to provide residential solid waste collection services shall be kept in good repair, appearance, and a sanitary condition at all times.

(e) Each vehicle Franchisee uses to provide residential solid waste collection services shall be clearly and prominently marked on both its left and right sides with Franchisee's name and telephone number.