

materials from each of its subscribers who is because of injury or infirmity unable to place his or her recycling container at curbside provided no other resident of the subscriber's residential premise is able to place the subscriber's recycling container at curbside. The 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.

Section 3.3. Franchisee's Vehicles.

(a) 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. A franchisee shall provide a sufficient number of such vehicles for the curbside collection of residential garbage from the franchisee's subscribers.

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

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

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

Section 3.4. Solid Waste Carts; Recycling Containers.

(a) A franchisee shall furnish one (1) solid waste cart to each of its subscribers at no charge. Solid waste carts shall remain the property of the franchisee. Each subscriber shall be responsible to properly use and safeguard the solid waste cart or carts provided to him or her. A franchisee shall maintain its solid waste carts in a reasonably good condition. A franchisee shall supply one or more additional solid waste carts to any of its subscribers upon request and may charge such subscribers an additional monthly fee of up to \$5.00 for each additional solid waste cart supplied and the curbside collection of residential garbage associated with each additional cart supplied. A franchisee shall repair or replace its solid waste carts at no charge to its subscriber if such repair or replacement is due to reasonable wear and tear. A franchisee may charge a subscriber for the cost of repair or replacement of solid waste carts if such repair or replacement is required as a result of a subscriber's excessive abuse, neglect, or damage, or due to fire or theft.

(b) A franchisee which collects residential recycling materials at curbside shall furnish one (1) recycling container to each of its subscribers at no charge. Recycling containers shall remain the property of the franchisee. Each subscriber shall be responsible to properly use and safeguard the recycling container or containers provided to him. A franchisee shall maintain its recycling containers in a reasonably good condition. If a franchisee collects residential recycling materials at curbside, the franchisee shall supply one or more additional recycling containers to any of its subscribers from whom it collects residential recycling materials at curbside upon request and may charge such subscribers an additional monthly fee of up to \$5.00 for each additional recycling container supplied and the curbside collection of residential recycling