

Franchisee, intending to be legally bound hereby, does hereby accept and agree to this Franchise, as follows:

1. Definitions. Terms not otherwise defined in this Franchise shall have the meaning ascribed to them in the Solid Waste Ordinance unless the context clearly requires otherwise.

2. Grant of Franchise. Pursuant to the Solid Waste Ordinance, the County hereby issues and grants to Franchisee this Franchise authorizing Franchisee to provide residential solid waste collection services to residents and to use the public roads and rights-of-way of Lowndes County for such purpose, all in accordance with and subject to each of the conditions, terms, provisions, requirements, and obligations of the Solid Waste Ordinance and this Franchise.

3. Non-exclusivity. This Franchise is nonexclusive. The County may issue and grant other nonexclusive franchises pursuant to the Solid Waste Ordinance to other franchisees for the provision of residential solid waste collection services to residents.

4. Number of Nonexclusive Franchisees. The County may issue such number of nonexclusive franchises pursuant to the Solid Waste Ordinance, and may limit such number of nonexclusive franchises it issues pursuant to the Solid Waste Ordinance, as it determines from time to time for reasons and purposes reasonably related to the public health, safety, and general welfare, including but not limited to the availability of residential solid waste collection service to residents of each residential premise, the adequate provision of such service, the quality of customer service provided, the reasonableness of price therefor, and the effect of solid waste service vehicles on county roads and the public.

5. Effective Date, Term of Franchise. The effective date of this Franchise is April 1, 2025. The term of this Franchise shall be from April 1, 2025 through March 31, 2026, inclusive.

6. Provision of Basic Service to Residents of all Residential Premises. Franchisee shall offer and provide basic service to any and all residents who request and subscribe to such service.

7. Collection Centers. For and during the term of this Franchise, the County grants Franchisee a license to use the real property located at 4758 Loch Laurel Road and 4040 Pine Grove Road, more fully described on Exhibits A and B hereto (the “collection centers”), for the limited purpose of receiving for collection at the collection centers residential recycling materials, yard waste, and bulky items pursuant to and in accordance with the Ordinance and this Franchise. Franchisee shall not remove any trees or landscaping materials from said property or make any permanent modifications or improvements to said property without prior written approval of the County Manager. Franchisee may terminate said license as to either or both of the collection centers upon thirty (30) days’ prior written notice to the County. Said license shall also terminate as to either or both of the collection centers in the event Franchisee discontinues use of either or both of the collection centers for said purposes for more than thirty (30) days.

8. Collection of Residential Garbage. Franchisee’s basic service shall include the collection of a subscriber’s residential garbage at curbside on a collection day designated by Franchisee at least one (1) time per week.