

STATE OF ALABAMA)

JEFFERSON COUNTY) March 22, 2007

The Commission met in special session at the Birmingham Courthouse, Bettye Fine Collins, President, presiding and the following members present:

District 1 Larry Langford

District 2 Shelia Smoot

District 3 Bobby Humphries

District 4 Bettye Fine Collins

District 5 Jim Carns

At the end of the March 22, 2007, Pre-Commission meeting, Commission President, Bettye Fine Collins, presiding, and with the following members present: Commissioner Larry Langford, Commissioner Shelia Smoot, Commissioner Bobby Humphries and Commissioner Jim Carns, Commissioner Collins called the County Commission into a special meeting to consider action upon a matter of emergency about which Commissioner Collins has determined, in the best interest of citizens of Jefferson County, must not be delayed until the next regular meeting of the County Commission. Commissioner Collins stated the following item was time sensitive and needed to be acted upon today. There being no objection or a motion to overrule the determination of an emergency, the special meeting proceeded.

Mar-22-2007-380-SP-MTG

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute an Agreement for Residential Solid Waste Collection Services between Jefferson County and Veolia Environmental Services Solid Waste Southeast, Inc., which provides for residential solid waste collection and disposal services to subscribers in certain unincorporated areas of Jefferson County, Alabama.

This agreement made and entered into the day of 20 by and between the Jefferson County Commission, hereinafter called the COUNTY, and Veolia Environmental Services Solid Waste Southeast, Inc. (Formerly known as Onyx Waste Services, or Superior Waste Services), hereinafter called the COLLECTOR, shall supercede and replace the existing contract between said parties.

W I T N E S S E T H

WHEREAS, the Jefferson County Commission of Jefferson County, Alabama, recognizes that it is wise and desirable that adequate provisions be made for regular and efficient collection of garbage, domestic rubbish, garden rubbish and recyclable material (as defined herein) in certain areas within the jurisdiction of the Jefferson County Commission, in order that the health of the citizens of the County be protected and that the general welfare of the County be advanced; and

WHEREAS, the COLLECTOR hereby applies to the COUNTY for an exclusive franchise for the collection and disposal of garbage, domestic rubbish, garden rubbish and recyclable material in Franchise District Nos. 2, 3, 4, 5, 6, 7, 9, 11, 13, 14, 16, 21, 24, 25, 26, 29, 32 & 34 as shown on a map adopted by the Jefferson County Commission, and on file in the office of the County Solid Waste Administrator in the Environmental Services Department; and

WHEREAS, the COUNTY hereby grants this request franchise under the authority granted by Title 22, Chapter 27 of the Code of Alabama, as amended.

NOW, THEREFORE, in consideration of these premises and for other good and valuable non-monetary consideration, the receipt whereof is hereby acknowledged by each party hereto from the other and in consideration of the premises, agreements and covenants herein made and set out, the COUNTY and the COLLECTOR promise, agree, and covenant with the other as follows:

SECTION I. DEFINITIONS

The definitions used herein shall be those set forth as follows:

- A. "Collector" means Veolia Environmental Services Solid Waste Southeast, Inc., holding a valid and unrevoked permit from the Jefferson County Department of Health or the State of Alabama Department of Public Health.
- B. "County" means the Jefferson County Commission of Jefferson County, Alabama, or the Jefferson County, Alabama Environmental Services Department.
- C. "Domestic rubbish" shall mean non-putrescible solid waste, excluding ashes, consisting of normal accumulations of paper, rags, cartons, rubber, plastics, glass, crockery, metal cans and similar discarded personal and household items, excluding large appliances.
- D. "Garbage" includes putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food, excepting such materials that may be serviced by garbage grinders and handled as household sewage.
- E. "Garbage receptacle" shall mean a container of not greater than thirty three gallon capacity which shall be free of jagged edges and shall be watertight and of impervious material, provided with a tightfitting cover suitable to protect the contents from flies, insects, rats and other animals, and which shall not have any inside structures, such as inside bands or reinforcing angles or anything within that

would prevent the free discharge of the contents. Plastic bags and/or fiber bags treated for garbage waste storage utilized as liners for containers or placed on special devices with tight fitting lids shall be included under the definition. This definition may be amended in the occurrence that the COLLECTOR offers semi-automated collection service using larger specialized containers.

F. "Garden rubbish" shall mean normal accumulation of grass cuttings, shrubbery, vines and tree trimmings, hedge clippings, leaves, pine straw, and similar material, excluding large quantities of sod, dirt, or other materials requiring special handling, such as tree sections larger than four (4) feet in length of six (6) inches in diameter.

G. "Health Department" shall mean the Jefferson County Department of Health or the State of Alabama Department of Public Health.

H. "Islands" shall mean any residential area with five or few residential units which is completely surrounded by one or more municipalities and which is more than one half mile driving distance from the nearest residential unit serviced by the COLLECTOR.

I. "Recyclable materials" include newsprint, aluminum and bimetal cans, clear glass, HDPE plastic milk container, PET plastic soft drink containers, as a minimum. Collector may add other materials as desired. This definition may be amended, depending on local market conditions for the sale of these goods.

J. "Solid Waste" includes domestic rubbish, garbage and garden rubbish, for the limited purpose of this agreement.

K. Solid Waste Disposal Facility" shall include municipal solid waste landfills, wood waste processing facilities and municipal solid waste transfer stations owned by the Jefferson County Commission and operated by the Jefferson County (Alabama) Environmental Services Department.

L. (Reserved)

M. (Reserved)

N. (Reserved)

O. (Reserved)

## SECTION II. AREA AND TERM

1. The COLLECTOR shall have the sole and exclusive right to collect garbage, domestic rubbish, garden rubbish and recyclable material in Jefferson County Franchise Districts Nos. 2, 3, 4, 5, 6, 7, 9, 11, 13, 14, 16, 21, 24, 25, 26, 29, 32 & 34, as shown on a map adopted by the Jefferson County Commission, and they shall collect residential garbage, domestic rubbish, garden rubbish and recyclable materials from those owners requesting such service on a regular scheduled basis, as hereinafter set out in Section IV, and actively solicit business from all households therein.

2. This agreement shall begin on April 1, 2007 and terminate upon revocation of the collection permit issued by the Health Department, or on March 31, 2010 or upon action by the County Commission as set out in Section VI for violation of any of the duties as set out herein, whichever may occur first. This agreement may be renewed by the COUNTY and the COLLECTOR for an additional three (3) year term by mutual consent, in writing, on the terms and conditions contained therein and from year to year thereafter.

3. The COLLECTOR shall have obtained all necessary permits, licenses, bonds or insurance as required by this agreement or any other governmental board or agency within time limits prescribed herein except that all such items shall be obtained within thirty (30) days of execution of this Agreement.

## SECTION III. EQUIPMENT AND CARE THEREOF

1. Trucks or other vehicles engaged in the business of hauling garbage, domestic rubbish, garden rubbish or recyclable materials shall be so covered, secured or sealed that there will be no loss of contents during haulage to cause littering of streets and highways, or cause a nuisance or hazard to the public health. Said trucks or vehicles shall be approved by the Health Department and shall be properly marked with identification as set out in Health Department regulations.

2. All solid waste collection and/or transfer equipment shall be operated, cleaned and stored in a manner approved by the Health Department.

3. COUNTY Environmental Services Department staff may also evaluate equipment used by the COLLECTOR and shall resolve any questions regarding proper equipment through the local Health Department. Failure to provide adequate equipment, or improper use of said equipment, may subject the COLLECTOR to cancellation of this agreement by the COUNTY and forfeiture of the performance bond.

4. Sufficient equipment shall be provided to insure uninterrupted service to customers. Failure to furnish uninterrupted service as scheduled may subject the COLLECTOR to cancellation of this agreement by the COUNTY and forfeiture of the performance bond.

## SECTION IV. COLLECTION SCHEDULE AND FEES

1. Residential Garbage and Domestic Rubbish. Effective April 1, 2007, the COLLECTOR shall pick up garbage and domestic rubbish, not less than once each week at the roadside, according to a schedule filed by the COLLECTOR with and approved by the Jefferson County Environmental Services Department. The COLLECTOR shall not charge the customer more than the following stipulated rate per month per single family residence for this service:

- a. One pickup per week at roadside \$ 14.51 per month.
- b. Two pickups per week at roadside \$17.66 per month.

This monthly rate is the rate in effect at the time of this agreement and includes a fuel surcharge allowed by the Resolution of the County Commission approved June 20, 2006. The fuel surcharge and adjusted rate will be calculated each billing period in accordance with the aforementioned resolution, which is attached hereto, and made a part of this agreement. The base monthly rate may be adjusted annually, after the first year of this Agreement, based upon any increase in the cost of living as determined as follows: As promptly as practical after July 31, 1999 and each July 31 thereafter during the term of this Agreement, or any renewal thereof, the Environmental Services staff will compute any increase in the cost of living, using as the basis of such computation the "Revised Consumers Price Index For All Urban Consumers South Region" published by the Bureau of Labor Statistics of the United States Department of Labor. Said computation will be reported to the County Commission for consideration of approval of any adjustment. The County will make every effort to establish a new rate, if any, prior to August 31 so that said new rate can be used in billing beginning with the following October 1 service period.

In the event that rates for disposal of solid waste at the Jefferson County owned disposal facilities are adjusted, the rates described above shall likewise be adjusted, up or down, in the amount of \$0.10 per month in conjunction with each \$1.00 per ton adjustment in the disposal rate.

The COLLECTOR may not limit the number of containers or bags of residential garbage and domestic rubbish collected from a residential customer in one pickup. If the COLLECTOR suspects that a particular resident is setting out more than an average amount of waste for pickup, the COLLECTOR may notify the Solid Waste Administrator who will investigate to determine if that particular resident is violating any rule or regulation.

The COLLECTOR shall provide rear of residence service to elderly, disabled or others, who due to extraordinary circumstances, might encounter an extreme hardship in getting refuse to the curbside. The COLLECTOR, may require proof of disability from a physician in the case of disability. In the event of a question as to whether rear of residence service should be provided, the Solid Waste Administrator shall make any final decision. The COLLECTOR shall not charge more than the following additional amount per month for this service:

- Once per week pickup 1.90 additional per month
- Twice per week pickup 3.78 additional per month

These additional charges shall not be adjusted due to any change in disposal facility rates, but may be adjusted as outlined above. The COLLECTOR may offer rear of residence service to those wishing such service but not meeting the extraordinary circumstances criteria outlined above. Rates for this service and conditions for such service shall be negotiated between the customer and the COLLECTOR.

The COUNTY is not responsible to bill or collect fees on behalf of the COLLECTOR under this agreement.

2. Garden Rubbish. Effective April 1, 2007, the COLLECTOR shall pick up garden rubbish once each week, from those subscribers requesting said service, according to a schedule filed by the COLLECTOR with and approved by the Jefferson County Environmental Services Department. The COLLECTOR shall not charge the customer more than the following stipulated rate per month per single family residence for this service.

- a. One pickup per week at roadside \$ 8.84 per month

This monthly rate will be adjusted periodically using the formula outlined in Section IV, 1 above.

In the event that rates for disposal of solid waste at Jefferson County owned disposal facilities are adjusted, the rates described shall likewise be adjusted, up or down, in the amount of \$0.05 per month in conjunction with each \$1.00 per ton adjustment in the disposal rate.

The COLLECTOR may require that subscribers to Garden Rubbish service enter into a minimum twelve (12) month service agreement in order to protect the COLLECTOR from customers who might subscribe only for a short duration and then cancel this particular service once any stockpiled material is removed. In lieu of a service agreement as described above, the COLLECTOR may require a deposit in the amount of four (4) months charges for this service, to be refunded upon cancellation of this service by the customer after twelve (12) months of payments for said service. Failure of the customer to honor said agreement or subscribe to service for at least twelve (12) months, may cause cancellation of garbage collection service and/or forfeiture of any deposit made.

The COLLECTOR may require that all grass clippings and leaves be bagged and that all shrubbery, vines and tree limbs be cut into sections, not exceeding four (4) feet in length and six (6) inches in diameter, and piled or stacked by the roadside in such a manner that said material can be loaded onto collection vehicle by hand. The COLLECTOR may not require that any materials be bundled or tied. However, the COLLECTOR may limit the amount of garden rubbish collected on one collection day to eight (8) bags or two (2) cubic yards.

The COUNTY is not responsible to bill or collect fees on behalf of the COLLECTOR under this agreement.

3. Recyclable Material. The COLLECTOR may offer a service for the collection of recyclable material. Said service is in addition to regular garbage collection service and charges for such service may be negotiated between the COLLECTOR and the

customer. The COLLECTOR is not required to offer this service. However, if the COLLECTOR, does not offer service for the collection of recyclable material, the COUNTY may authorize another company to provide this service to those customers wishing to subscribe.

4. Extra Service. Requests for pickups of large items such as appliances, furniture, tree sections, sod, lumber or other items not defined in this agreement as "garbage", "domestic rubbish", "garden rubbish" or "recyclable materials" shall be considered as requests for special pickup services and the charges for such special services are not included in the fees set out in this agreement, but shall be agreed upon by the person requesting such service and the COLLECTOR prior to the service being provided.

5. Commercial Solid Waste Collection Service. The collection, transportation and disposal of garbage, domestic rubbish, green rubbish, recyclable material or other solid waste emanating from or generated by any business, industry or commercial establishment shall be a contractual matter negotiated between said business, industry or commercial establishment and any collector approved by the Health Department and licensed to conduct business in Jefferson County, Alabama. There shall be no defined franchised area in the unincorporated portion of Jefferson County, Alabama for the collection, transportation or disposal of solid waste from any business, industry or commercial establishment. For the purpose of this agreement, a multifamily residential complex, including but not limited to apartments, condominiums, townhomes, garden homes, mobile home subdivisions and mobile home parks MAY be considered commercial establishments IF the contract for commercial waste removal service is coordinated through a property management company or a resident's association, and payment for such service is made to the collector by said management company or association and not by individual residents.

6. Account Billing. Delinquent Payments and Statement of Accounts. Billing of residential collection accounts shall not be conducted more than thirty (30) days prior to the period for which service is to be provided. Quarterly billing is allowed if service periods follow generally accepted business quarters. In the event payment is not made by the homeowner to the COLLECTOR for the service by the tenth (10th) day of the period for which service is billed, the owner shall be deemed delinquent and the COLLECTOR shall then issue notice of such impending delinquency to the homeowner and the Solid Waste Administrator for the Jefferson County Commission. A late fee in the amount of five dollars (\$5.00) may be added to that account. If payment is not made by the homeowner to the COLLECTOR by the last day of the month (In the event of quarterly billing this shall be the last day of the first month of the service), the COLLECTOR may suspend service to that residence and notify the Solid Waste Administrator.

In the event that a resident of a particular address changes, with the prior resident leaving an unpaid account balance, the COLLECTOR may NOT hold the new resident responsible for payment of the unpaid balance if the new resident can provide reasonable proof that they are not the responsible party. If there is any dispute of reasonable proof, an appeal can be made to the Solid Waste Administrator for review of the evidence. The decision of the Solid Waste Administrator will be binding.

The COLLECTOR shall pick up the garbage, domestic rubbish, and garden rubbish if the owner pays the respective charges within the time limits set out above.

Statements to be sent to residents by the COLLECTOR must show an itemized listing of charges and other information including, but not limited to the fee for garbage and domestic rubbish, the fee for garden rubbish, the fee for recyclable material, the fee for extra service, the month(s) for which service is being paid, the scheduled days for pickup of various items and the address and telephone number of the COLLECTOR. Within ten (10) days of execution of this agreement, a copy of the COLLECTOR's proposed Statement to be used under this agreement shall be presented for approval to the Jefferson County Solid Waste Administrator. Once approved, no changes shall be made to the statement until and unless such proposed changes are presented to and approved by the Solid Waste Administrator.

7. Holidays. The COLLECTOR shall have the right to observe those holidays as observed by Jefferson County Solid Waste Disposal Facility personnel. The Solid Waste Administrator shall notify the COLLECTOR prior to the effective date of this agreement and by each October 10 thereafter of those holidays to be observed during that fiscal year. The COLLECTOR is not required to collect solid waste on these heretofore mentioned holidays, provided the number of scheduled pickups as provided in this collection agreement shall be maintained in each respective week. If for any reason, the regular pickup days for solid waste is changed, the COLLECTOR shall notify the customers by mail or public notice published in the Birmingham News of such change no less than three (3) days or more than ten (10) days prior to such change. Other means of notification may be approved by the Solid Waste Administrator prior to use.

8. Hours of Collection. The collection activities described herein shall be performed between the hours of 6:00 a.m. local time and sunset as established by the local office of the National Weather Service.

9. Islands. The COLLECTOR is not required to serve homes situated within "islands", as defined in Section I. If the COLLECTOR does not wish to serve homes within such islands, said COLLECTOR may charge an additional monthly fee of no greater than Three dollars (\$3.00) per month.

If the COLLECTOR does not wish to serve homes within such island, the customer may request service from either the municipality or the contractor providing service to that municipality. The COUNTY will not be a party to any agreements between the municipality or contract collector in such cases.

10. Miscellaneous Provisions. Collection of garbage shall be made from the place where approved containers are located on the property at curbside, and no more than ten (10) feet from edge of pavement, and space about such containers shall be left free from

any refuse spilled during the collection. The COLLECTOR shall not be responsible for cleaning up unsanitary conditions about the refuse containers that the COLLECTOR did not cause.

The COLLECTOR may implement the use of wheeled containers, or carts, for all customers or routes, or for select customers or routes as long as said containers are provided to the customer by the COLLECTOR at no additional charge and that the monthly fee outlined in Section IV of this agreement are not exceeded. Further, the container must be of sufficient size to accommodate the normal accumulation of waste for a single family household for the collection frequency. Exceptions to the fees may be made in instances where the customer desires more than one container or cart. In this situation, the collector may levy an additional charge. The COLLECTOR shall not implement such a program without first submitting a plan to the County Environmental Services Department, including, but not limited to, affected routes, container size and charges for additional containers. The Environmental Services Department must approve said plan prior to implementation by the COLLECTOR.

Care shall be taken by employees of the COLLECTOR to prevent damage to containers by unnecessary rough treatment.

Employees of the COLLECTOR shall not be required to expose themselves to the danger of being bitten by dogs in order to accomplish the work provided for herein in any case where animals are allowed to roam at large.

The COLLECTOR shall not be required to enter into fenced areas or into basements for the purpose of performing the work provided for herein.

The COLLECTOR shall use only personnel who are qualified to perform the work required herein and shall require its employees to serve the public in a courteous, helpful and impartial manner. All work under this agreement shall be performed in an efficient and workmanlike manner by careful and competent personnel who are thoroughly familiar with the type of work being performed, and all services performed shall be subject to inspection, review and approval by the COUNTY.

#### SECTION V. APPLICABLE LAWS AND REGULATIONS

1. The COLLECTOR shall comply with all applicable laws, ordinances, rules and regulations during the term of the agreement. Any change in laws, rules, regulations or common law decision directly affecting this agreement may constitute a cause for renegotiation.

2. If a change in the law of the State of Alabama requires all generators of household solid waste to participate in solid waste collection services if made available by the County Commission, this agreement may be renegotiated.

3. All parties involved in residential collection service agreements or contracts must comply with all applicable laws and regulations of the State of Alabama, the Health Department and the Alabama Department of Environmental Management.

#### SECTION VI. COMMENCEMENT AND TERMINATION

1. Within thirty (30) days of execution of this agreement, the COLLECTOR shall obtain all required permits from the Health Department, a certificate of insurance, as described in Section X and a Performance Bond as described in Section X. The COLLECTOR shall not be authorized to collect solid waste under this agreement until these requirements have been satisfied.

2. The COUNTY shall, after written notice to the COLLECTOR, have the right to terminate this franchise agreement for cause. Such cause shall include but not be limited to violation or failure to fulfill any provision of this franchise agreement. Before issuing such notice of termination to the COLLECTOR, the COUNTY shall notify the COLLECTOR by registered mail or personal service to the office of the COLLECTOR, of the specific deficiencies amounting to such cause and of the COUNTY's intention to terminate this agreement. The COLLECTOR shall have five (5) days from delivery of said notice to respond to the specific deficiencies stated in the letter of notice and may request in writing a hearing before the Jefferson County Commission regarding said notice of intention to cancel.

Provided however, the COUNTY shall have the right to terminate this franchise agreement without any prior notice upon cessation of performance or apparent cessation of performance of this franchise agreement by the COLLECTOR.

Upon termination for cause the COUNTY shall have the right to invoke the remedies of the COLLECTOR's performance bond or other approved surety agreement.

Upon such termination by the COUNTY the COLLECTOR shall immediately provide the COUNTY with a certified list of all current customers and a statement identifying those customers who have prepaid garbage pick up fees. Failure to refund all of the prepaid fees within ten (10) days of termination of this franchise agreement by the COUNTY shall constitute a ground of default of the COLLECTOR's performance bond or other approved surety agreement and the COUNTY shall have the right to invoke the remedies thereof.

SECTION VII. NON ASSIGNMENT AND SUBCONTRACTORS. This agreement shall not be assigned by the COLLECTOR without written consent of the COUNTY. The COLLECTOR may not subcontract any portion of the work described herein to another hauler without prior written consent of the COUNTY.

#### SECTION VIII. TELEPHONE ANSWERING SERVICE

The COLLECTOR shall maintain a telephone listed in the name in which he does business in the telephone directory of Greater Birmingham, and printed on the COLLECTOR's invoices. If the office of the COLLECTOR is not staffed full time, answering service or an answering machines shall be available for those who need to contact him during normal business hours. Messages left on answering

machine or with service shall be responded to within two (2) working days.

#### SECTION IX. WASTE DISPOSAL SITES AND FEES

The COLLECTOR shall dispose of all garbage, domestic rubbish and garden rubbish at solid waste disposal facilities owned by the Jefferson County Commission and operated by the Jefferson County Environmental Services Department unless other disposal arrangements have been approved by the Solid Waste Administrator. The COLLECTOR shall pay fees and charges establish by the disposal site operator.

If the COLLECTOR's account for use of Jefferson County facilities becomes delinquent, this franchise agreement may be canceled by the COUNTY.

#### SECTION X. INSURANCE AND PERFORMANCE BOND

1. Insurance. The CONTRACTOR shall maintain workmen's compensation insurance during the life of this agreement, and any extensions thereto, for all of its employees. The COLLECTOR shall also maintain, during the life of this agreement and any extensions thereto, such public liability, general liability and property damage insurance as shall protect it, its agents, servants, employees and any subcontractor performing work covered by this agreement, for claims and damages for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this agreement, whether such operations be by itself or by any subcontractors, or by anyone directly employed by either of them. The amount of such insurance shall be at least for the limits specified below:

For the purpose of this agreement, the COLLECTOR shall carry the following types of insurance in at least the limits specified below:

Coverage	Limits of Liability
Worker's Compensation	Statutory
Employer's Liability	\$100,000 each accident
General Liability	
Bodily Injury & Property Damage Combined	\$500,000 each occurrence
Bodily Injury & Property Damage Combined	\$500,000 each aggregate
Personal Injury	\$500,000 each aggregate
Automobile Liability	
Bodily Injury & Property Damage Combined	\$500,000
Excess Liability Umbrella	\$1,000,000 each occurrence
	\$1,000,000 each aggregate

The COLLECTOR shall furnish the COUNTY with a certificate of insurance required herein from an insurance company acceptable to the COUNTY prior to the effective date of the agreement, and the COUNTY shall be named as an additional insured party in such insurance policies.

2. Performance Bond. The COLLECTOR shall furnish to the COUNTY a performance bond, an irrevocable bank letter of credit or other assurance approved by the COUNTY, for the faithful performance and obligations arising from this agreement in an amount equal to one time the COLLECTOR's average monthly gross income resulting from this franchise. The assurance shall be conditioned upon proper performance of all obligations and resulting from this franchise in accordance with applicable laws, ordinances and rules and regulations. The amount and form and surety of the bond or other instrument shall be subject to approval by the COUNTY shall be submitted to the COUNTY for approval within ten (10) days of execution of this agreement.

#### SECTION XI. INDEMNIFICATION

The COLLECTOR shall hold harmless, indemnify and defend the COUNTY and its officials and employees from and against any claim or suit or judgement for any form of damages whatsoever to any person or property that arises out of the performance of this agreement.

#### SECTION XII. RECORDS

The COLLECTOR shall maintain accurate records of the business conducted under this franchise. Such records shall include any specific reports required by the COUNTY relating to customers, collections, receipts, debts, equipment, ownership interests and complaints. The COLLECTOR shall make available to the COUNTY for inspection all such books, records and receipts during normal business hours. The COLLECTOR shall provide to the COUNTY on a semiannual basis, beginning on January 1, 1999 and each 6 (six) months thereafter, a complete, residential customer list, by district, showing the account name, service address, scheduled collection day(s) and the type services provided.

IN WITNESS WHEREOF the COUNTY and the COLLECTOR have duly executed this franchise agreement this        day of 20

ATTEST:  
Minute Clerk

JEFFERSON COUNTY, ALABAMA  
BY: Bettye Fine Collins  
Its: President  
THE COLLECTOR

BY:

Its: Area Manager

Motion was made by Commissioner Humphryes seconded by Commissioner Smoot that the above resolution be adopted. Voting "Aye" Humphryes, Smoot, Carns, Collins and Langford.

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Thereupon the Commissioner Meeting was adjourned to meet Tuesday, March 27, 2007 at 10:00 a.m. in Commission Chambers.

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President

ATTEST

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Minute Clerk