

MEADE COUNTY, KENTUCKY
ORDINANCE NO. 2022- 06

AN ORDINANCE SUPERCEDING ORDINANCE NO. 2011-12 AND AMENDMENT ORDINANCE NO. 2018-01 GRANTING AN EXCLUSIVE FRANCHISE FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE AND ESTABLISHING RATES FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE IN MEADE COUNTY, KENTUCKY AND SUPERCEDES ORDINANCE NO. 2007.02, ORDINANCE NO. 2005-17, ORDINANCE NO. 2003.05, ORDINANCE NO. 830.64 AND ORDINANCE NO. 830.51.

The full version of this ordinance can be obtained in the Meade County Judge Executive's Office at the Meade County Courthouse, 516 Hillcrest Drive, Brandenburg, KY 40108.

Given First Reading on the 15th day of November, 2022, and approved by at least a majority of the fiscal court members.

This ordinance will be read again, considered again, and possibly adopted by the Meade County Fiscal Court in the main courtroom of the Meade County Courthouse, 516 Hillcrest Drive, Brandenburg, Kentucky, on the 13th day of December, 2022. , again on January 10th, 2023

MEADE COUNTY FISCAL COURT

ORDINANCE NO. 2022-06

AN ORDINANCE SUPERCEDING ORDINANCE NO. 2011-12 AND AMENDMENT ORDINANCE NO. 2018-01 GRANTING AN EXCLUSIVE FRANCHISE FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE AND ESTABLISHING RATES FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE IN MEADE COUNTY, KENTUCKY AND SUPERCEDES ORDINANCE NO. 2007-02, ORDINANCE NO. 2005-17, ORDINANCE NO. 2003.05, ORDINANCE, NO. 830.64 AND ORDINANCE NO. 830.51,

WHEREAS, it has been determined by the Meade County Fiscal Court that there is a need for a comprehensive method of providing for adequate Solid Waste collection, management and disposal within Meade County,

WHEREAS, the Meade County Fiscal Court has duly passed an ordinance requiring the collection and disposal of Solid Waste from every household and business within the County, excluding the incorporated area of any City unless otherwise agreed, and

WHEREAS, it has been determined by the Meade County Fiscal Court that the granting of an exclusive Franchise will best meet the purpose and objectives of said Solid Waste Collection and Disposal Ordinance and for county-wide Solid Waste Collection and Disposal.

NOW, THEREFORE, be it ORDAINED by the Fiscal Court of the County of Meade, Commonwealth of Kentucky as follows:

DEFINITIONS

For the purpose of this ordinance, the word "shall" is mandatory and not merely directory, and the term "this ordinance" shall be deemed to include all amendments hereafter made to this ordinance:

- a. AGREEMENT means this Franchise Agreement, as the same may from time to time be amended, modified or supplemented, in accordance with the respective terms hereof, including attachments and exhibits and ordinances pertaining to the collection of Residential Solid Waste.
- b. CABINET shall mean the Natural Resources and Environmental Protection Cabinet and its successors, if any.
- c. CITY shall mean an existing city of any class.
- d. COMMERCIAL BUSINESS shall mean a business that generates more than an average of ~~five (5) thirty-two (32)~~ one (1) ninety six (96) gallon containers or two (2) 48 gallon containers of waste per scheduled pickup. The average shall be based on a three-month period.
 1. Any business generating no more than an average of one (1) ninety six (96) gallon container or two (2) forty-eight (48) gallon containers ~~five (5) thirty-two (32) gallon~~

~~containers~~ or the equivalent, per scheduled pickup, shall be billed at the residential rate. Their average shall be based on a three-month period.

2. A customer operating a business in, or within 500 feet of, their residential home that generates no more than an average of one (1) ninety-six (96) gallon container or two (2) forty eight (48) gallon containers ~~an average of five (5) thirty two (32) gallon containers~~, or the equivalent, per scheduled pickup for the residence/business combination shall be deemed a residential customer and shall be billed for a single unit at the residential rate.
- e. COUNTY shall mean the County of Meade in the Commonwealth of Kentucky.
 - f. COURT shall mean the Meade County Fiscal Court unless the context indicates otherwise.
 - g. FRANCHISE means the exclusive right and authority to operate a Solid Waste collection and disposal service in the Franchise area.
 - h. FRANCHISEE shall mean _____ ~~Waste Transport Service~~ for purposes of these qualifications.
 - i. FRANCHISE AREA shall mean that geographical area located within the lawful boundaries of Meade County, Kentucky, however, excluded from said Franchise area shall be all territory allocated within the incorporated limits of a City unless the Court and the City shall agree otherwise.
 - j. HOUSEHOLD SOLID WASTE shall mean Solid Waste, including garbage and trash generated by single and multiple family residences, bed and breakfast establishments, bunkhouses, ranger stations, crew quarters and recreational areas such as picnic areas, parks and campgrounds.
 - k. LARGE ITEMS shall mean household appliances, ~~and furniture, which exceed thirty-six (36) inches in either height, width and/or length and shall also include~~ bed springs, large tables, televisions, microwave ovens, all motor vehicle parts and other electric, gas, propane and diesel powered motors, washers, dryers, refrigerators, stoves, air conditioners, furnaces, fencing, roofing, building materials and large pieces of metal.
 - l. LEGAL CONTAINER-OPTION ONE for Commercial Business Accounts shall mean a dumpster capable being lifted by mechanical lift on the solid waste Franchisee's vehicle(s). For all other customers, a Legal Container shall mean any galvanized, rubber or plastic container no larger than ninety six (96) gallons ~~no larger than thirty two (32) gallons~~ in size. Any container shall not be excessive in weight and shall be capable of being picked up by a single person without unreasonable risk of injury to the Franchisee's employees. Legal container shall also ~~be include~~ a tote capable of being lifted by mechanical means, namely a tote lift on a truck, and may not exceed ninety-six (96) thirty two (32) gallons in size ~~A legal container shall also include containers in excess thirty two (32) gallons, but~~ and all solid waste within the container shall be bagged.

For any device or structure constructed to retain garbage containers to help prevent their containers from being tipped over or broken into, said containers shall not exceed thirty-six (36) inches in height designated to permit ready access thereto for disposal of the contents thereof by the Franchisee's employees including, but not limited to, having a lightweight lid if one is included therewith. Meade County customers may dispose of household items, furniture and appliances at the Meade County Solid Waste and Recycle Convenience Center.

Or

LEGAL CONTAINER-OPTION 2 for Commercial Business Accounts shall mean a dumpster capable being lifted by mechanical lift on the solid waste Franchisee's vehicle(s). For all other customers a Legal Container shall mean any galvanized rubber, or plastic container not larger than ninety six (96) ~~thirty two (32)~~ gallons in size. Any container shall not be excessive in weight and shall be capable of being picked up by a single person without unreasonable risk of injury to the Franchisee's employees. ~~Legal container shall also include a tote capable of being lifted by mechanical means namely a tote lift on a truck and may exceed thirty two gallons in size. A legal container shall also include containers in excess of 32 gallons but a~~ All solid waste within a legal container shall be bagged.

For any device or structure constructed to retain garbage containers to help prevent their containers from being tipped over or broken into, said containers shall not exceed thirty-six (36) inches in height designated to permit ready access thereto for disposal of the contents thereof by the Franchisee's employees including, but not limited to, having a lightweight lid if one is included therewith. Meade County customers may dispose of household items, furniture and appliances at the Meade County Solid Waste and Recycle Convenience Center.

- m. **PERSON** shall mean an individual, trust, firm, joint stock company, corporation (including a governmental corporation) partnership, association, federal agency, state agency, city, commission, political subdivision of the Commonwealth, or any interstate body.
- n. **RESIDENCE** shall mean any structure or shelter, or part thereof used or intended for use for human habitation.
- o. **RESIDENTIAL** shall mean a single-family dwelling that generates no more than an average of one (1) ninety-six gallon container or two (2) forty-eight gallon containers ~~five (5) thirty two (32) gallon containers~~, or the equivalent, per scheduled pick-up. The average shall be based on a three-month period.
- p. **SANITARY LANDFILL** shall mean a facility for the disposal of Solid Waste consistent with and pursuant to criteria published under Section 4004 of the Resource Conservation and Recovery Act of 1976, as amended (P.L. 94-580) which has been issued a permit or license by the Cabinet and/or the Federal Environmental Protection Agency.
- q. **SCRAP TIRE** shall be defined as set forth in an Ordinance Relating to the Regulation of Used or Scrap Tires, passed September 12, 1989, which is recorded in the office of the Meade County Clerk.

- r. SOLID WASTE means any garbage, refuse, sludge and other discarded material, including solid, liquid semi-solid or contained gaseous materials resulting from industrial, commercial, mining (excluding coal mining, waste, by-products, refuse, and overburden) and agricultural operations and from community activities, but does not include special Wastes as defined in KRS Chapter 224, and in particular KRS 224.50-760; Lead Acid Batteries; and hazardous waste as defined and established in regulations of the Cabinet pursuant to KRS 224.460-510(3). Solid Waste shall include small household ~~items~~, appliances and furniture, ~~which include, but are is~~ not limited to, toasters, radios, mixers and coffee makers. ~~Any said appliance or furniture shall be required to be thirty six (36) inches or smaller in height, length and/or width.~~ Solid Waste shall exclude grass, leaves, trees or parts thereof ~~and scrap tires~~ unless changed hereinafter by amendment to this ordinance or by regulation
- s. SOLID WASTE MANAGEMENT shall mean any and all processes by which Solid Waste is collected, transported, sorted, separated, processed or disposed of in any manner according to an orderly and planned program of a county or multi-county solid waste management area duly approved by the Cabinet.
- t. SOLID WASTE MANAGEMENT FACILITY shall mean any Solid Waste treatment, handling and disposal facility, interim holding or transfer facility, or volume reduction plant consisting of, but not limited to, structures, incinerators, pulverizers, compactors, graters, shredders, balers, roller grates, heat transferal units, steam and energy generating units and other related facilities which accept and process Solid Wastes.
- u. UNACCEPTED WASTE is a waste which does not meet the definition of Solid Waste.

SECTION II: SHORT TITLE

This ordinance shall be known and may be cited as the "Meade County Solid Waste Franchise Ordinance."

SECTION III: GRANT OF AUTHORITY

The Franchisee shall have the exclusive right to collect and dispose of Residential and Commercial Solid Waste within the Meade County Franchise Area.

There is hereby granted by the Court to the Franchisee, subject to the faithful performance and observance of the terms, conditions and reservations herein set forth, the exclusive right and privilege to engage in the business of operating a Solid Waste collection and disposal service in the Franchise area hereinabove defined. The services to be provided are specified in the Scope of Services.

Accordingly, there is hereby granted to the Franchisee the exclusive right and privilege to travel and transport on, over, under, upon, across and along all streets and public ways such equipment and vehicles as may be necessary to operate and provide the Solid Waste collection and disposal services in the Franchise area.

It is agreed, however, than in exercising this Agreement in any manner that any damage done as a result of Franchisee's negligence or intentional act thereof to any such public street or public way shall be repaired and restored in a reasonable manner at the cost and expense of the

Franchisee in as good condition as before said damage was done. Furthermore, the Franchisee shall pay, and by its acceptance of this Agreement, agrees that it will pay all damages and penalties and other costs including reasonable attorney's fees, which the Court may legally be required to pay or which the Court may incur as a result of the Franchisee's negligence in the operation of maintenance of the Solid Waste collection and disposal service. The Court shall notify the franchisee within forty-five (45) days after the presentation of any claim or demand to the Court, either by suit or otherwise, with regards to any claim made as the result of the Franchisee's acts or omissions as aforesaid.

SECTION IV: INDEPENDENT CONTRACTOR

The Franchisee shall, at all times, be considered as an independent contractor and shall, at no time, be considered the agent nor employee of the Court or County, nor shall the Franchisee and the Court or County be considered to be engaged in any joint venture. The Franchisee shall be responsible for furnishing all necessary labor and equipment to perform the services agreed upon under this Agreement.

SECTION V: EXCLUSIVE FRANCHISE AREA

The Franchise granted to the Franchisee by this ordinance is EXCLUSIVE to the Franchisee and shall cover that geographical area in the county specifically described as the "Franchise area" defined hereinabove.

SECTION VI: EXEMPTIONS

This ordinance shall not apply to (1) special wastes as defined in KRS 224.50-750 and hazardous waste as defined and established in regulations of the Cabinet pursuant to KRS 224.46-510(3); (2) Solid Waste from agricultural or mining operations or from industrial processes, (3) federal, state, or county agencies that collect, store, transport or dispose of waste.

SECTION VII: SCOPE OF SERVICES

1. Participation

- a. The owners of all Meade County residential households, except those located within incorporated cities, shall subscribe to, and participate in, the County's solid waste collection program as outlined in this ordinance.
- b. Franchisee shall provide solid waste collection service to the aforementioned residential households regardless of payment status.

2. Collection

- a. The Franchisee shall collect weekly from each Residential unit within the Meade County Franchise Area all Solid Waste deposited by the resident in Legal Containers (up to an average of five (5) thirty-two (32) gallon containers). This shall include, but is not limited to toasters, radios, mixers and coffee makers. Any said appliance or furniture shall be required to be thirty-six (36) inches or smaller in height, length and/or width. Solid Waste shall exclude grass, leaves, trees or parts thereof and scrap tires unless changed hereinafter by amendment to this ordinance or by regulation.

The Franchisee may collect Residential Solid Waste during the hours specified by the Franchisee taking efforts to minimize the noise and disturbance to residents. The Franchisee shall leave the residents Solid Waste container and property in a clean and neat condition.

- b. Pickup service shall be provided at the public road nearest the Residence or Business; however, nothing shall preclude the Franchisee from providing services on private property if agreed to between the Court, the Franchisee and the private property owner.
- c. The Franchisee shall be responsible for determining its collection routes. The Franchisee shall communicate to residents their collection dates and any alternation in collection dates.
- d. If the resident places unacceptable Solid Waste in the residents' container or at the curb for collection, the Franchisee must leave behind all unacceptable waste and a statement explaining an explanation as to why the waste cannot be collected.
- e. County residents may dispose of items that may not be placed in their cart to include appliances, furniture and other household items at the Meade County Solid Waste and Recycle Center. County residents may dispose of remodeling and/or building materials at the established rate.
- f. In the event that the owner of a residence notifies the Franchisee that the occupant of the owner's residence will be leaving the residence for a consecutive period of at least (30) days, the Franchisee shall not be required to collect Solid Waste at said address during said period of the customer's absence and customer shall not be billed monthly or quarterly billing charges during that time. The Franchisee shall keep said information confidential and same shall not be available for public inspection to protect the property of the customer.
- g. The Franchisee shall observe six (6) holidays per year to include New Years' Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day and customers will not be serviced on those days. Routes missed on these six (6) holidays, shall all be serviced one day later for the remainder of that week.
- h. In the event of inclement weather and/or treacherous driving conditions, Franchisee may discontinue their scheduled routes for safety reasons. If the route is resumed the following day, routes will all be run one day late for the remainder of that week so that all customers are serviced. When trucks are kept off the road for two days or more, all missed routes shall be serviced by midnight on the Saturday of the end of that week.

3. Transport

- a. The Franchisee shall transport all Residential and Commercial Solid Waste it collects under this Agreement in compliance with all federal, state and local statutes and regulations and in such a manner as to prevent the blowing of debris. The Franchisee

shall be responsible for the immediate collection of debris, liquid or waste that might escape from the collection vehicle.

- b. The Franchisee shall obtain all necessary federal, state and local permits to collect and transport solid waste. The Franchisee shall deliver to the Court copies of all permits required for the collection and transport of Solid Waste and subsequent permit revisions or modifications.

4. Disposal

- a. The Franchisee shall dispose of, or arrange for disposal of, all Residential and Commercial Solid Waste collected under this Agreement in compliance with all federal, state and local statutes and regulations.
- b. The Franchisee shall, at the time of acceptance herein, provide the Court with proper proof of permission or authority to transport the Solid Waste collected to a proper and legal predetermined landfill.
- c. ~~Hardin County Landfill must be used until November 2008 unless previous negotiations and made with Hardin County Landfill.~~ The Franchisee shall further provide the Court with information regarding a primary landfill and a secondary backup landfill which may be utilized by the Franchisee in the event the Franchisee is no longer permitted to transport Solid Waste to the primary. The Franchisee shall provide all appropriate documentation to the Court evidencing the primary and secondary backup disposal site's compliance with all state, federal and local statutes and regulations.

5. Public Education Program

- a. Upon the effective date of this Agreement, the Franchisee shall execute a public education program designed to inform all Residential units and Businesses within the Meade County Franchise Area of the following: Collection schedules, set-out procedures for Commercial and Residential Solid Waste, explanatory list of unacceptable items and any other information necessary to inform each Commercial and Residential unit of accepted procedures.
- b. The public education program shall include, but not be limited to, direct mailings, ~~flyers, public service announcements, community meetings, eontests, presentations to schools and civic groups, promotional drop-off program at County facilities~~ and other related activities to educate residents about Solid Waste issues. ~~The court must review and approve all public education materials prior to distribution of the public.~~ The Franchisee shall effectively notify customers, in a timely manner, of any changes in route scheduling due to a holiday or of hazardous roads resulting from inclement weather.

6. Equipment and Personnel

- a. The Franchisee shall have sufficient personnel and shall have on hand, at all times and in good working order, such equipment and vehicles as necessary to permit the Franchisee to adequately and efficiently perform all services described in this

Agreement. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. Equipment and vehicles shall be painted uniformly with the name of the Franchisee, business telephone number and vehicle number. All vehicles shall be numbered and a record kept of the vehicles to which each number is assigned.

- b. The Franchisee's supervisory personnel must be available for consultation with the Court and/or customers within two business days after notification of a request for such consultation.
- c. The Franchisee's employees shall service the public in a courteous, helpful and impartial manner. Care shall be taken to prevent damage to a residents' property including mailboxes, containers, trees, shrubs, landscaping, flowers and other plants, etc. Any damage incurred by the Franchisee is the responsibility of the Franchisee.
- d. The Franchisee's employees shall be clean and presentable and are required to wear reflecting clothing at all times while performing Solid Waste collections.
- e. All Solid Waste collection vehicles of the Franchisee, used in the collection of Solid Waste by the Franchisee, shall be required to have affixed and in use thereon a strobe light visible under normal atmospheric conditions from a distance of five hundred (500) feet by approaching traffic.
- f. The Franchisee shall comply with state, federal and local laws relating to wages, hours and other applicable laws relating to the employment and protection of employees, now or hereafter in effect.

7. Customer Service

- a. All employees of the Franchisee shall consider customer services a priority. Therefore, the Franchisee shall establish a plan of action to insure the delivery of excellent customer service. Franchisee is required to establish an office within Meade County with a Meade County phone number as well as designate a customer service representative that will be present in said office forty (40) hours per week to provide effective customer service. ~~The Franchisee shall designate a specific contact person, upon the effective day of this Agreement, to insure a high level of customer service in Meade County.~~

The contact person's name and phone number shall be available to all solid waste customers in unincorporated areas ~~provided to the Meade County Solid Waste Coordinator.~~ The contact person shall have full authority to act on behalf of the Franchisee for the purpose of providing account information, making changes to said accounts to include starting up new accounts and stopping service, all within the regulations of this ordinance as well as receiving, investigating and resolving complaints. The contact person shall work closely with the County Solid Waste Coordinator, and his designee(s), to ensure all customer complaints are resolved in a timely manner. The contact person shall also work to identify and implement solutions to persistent customer complaints.

- b. In the case of any alleged missed scheduled collection, the Franchisee shall investigate and, if such allegations are verified, shall arrange for the collection of the Solid Waste within one (1) business day after receipt of the complaint.

SECTION VIII: PERFORMANCE STANDARDS

1. The Franchisee must perform its duties under this Agreement in compliance with all applicable state, federal and local statutes and regulations.
2. The Franchisee agrees to provide to the Court, immediately upon sending or receipt, copies of all correspondence sent to or received from state or federal regulatory authorities and notice of all communications with said regulatory authorities.
3. The Franchisee must maintain its equipment and perform the services described in this Agreement in such a way as to avoid debris, liquid or other material being strewn or deposited along collection routes or facilities operated by the Franchisee. The Franchisee shall be responsible for the immediate collection of debris, liquid or waste that might escape from the collection vehicle.

SECTION IX: FEE STRUCTURE AND FRANCHISE FEES

1. Fees

- a. The monthly rate for Residential Solid Waste authorized herein to be billed to each Residential unit within the Meade County Residential Franchise Area, regardless of participation, shall be at the rate as set forth on the attached quoted by Franchisee for the service described herein except for low income households.

Low-income household rates are currently set at \$-0- per month for monthly gross household income of ~~\$499.99~~ \$599.00 or less, \$10.00 per month for monthly gross household income of ~~\$500.00~~ \$600.00 to ~~\$799.00~~ \$899.00, \$12.50 per month for monthly gross household income of ~~\$800.00~~ \$900.00 to ~~\$1,149.99~~ \$1,249.00 Low-income applications shall be valid for one (1) year at which time a new application shall be made. Any change in total monthly gross income for a residence must be reported to the Meade County Solid Waste and Recycling office, by the residential customer, within five (5) days of said change.

Meade County Fiscal Court shall pay to the Franchisee the difference between the low-income household rate and the contractual rate. In the event that the Franchisee raises the monthly rate for residential solid waste customers, the amounts set forth herein may be raised annually by recommendation of the Meade County Solid Waste Advisory Committee to the Meade County Fiscal Court. An individual may only qualify for the low-income rate if his/her account is paid in full and not delinquent at the time of application unless as effective payment arrangements have been made.

Any person willfully violating this section by providing inaccurate data shall be subject to the penalties herein and shall also be subject to paying the total bill for the category that residential or business falls within.