MEADE COUNTY FISCAL COURT

ORDINANCE NO. 2023-04

SUMMARY VERSION

THIS IS A SUMMARY VERSION OF AN ORDINANCE SUPERCEDING ORDINANCE NO. 2022-06 and 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, N0. 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 STE 12, Brandenburg KY 40108.

Given First Reading on May 9th, 2023, 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 courtroom of the Meade County Courthouse, 516 Hillcrest Dr, Brandenburg KY on the 13th day of June, 2023, at 7:00 p.m. EST.

MEADE COUNTY FISCAL COURT

ORDINANCE NO. 2023.04

AN ORDINANCE SUPERCEDING ORDINANCE NO. 2022-06 and 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, N0. 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~~ 65 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)~~ sixty-five (65) 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~~ the County excluding those located in incorporated cities, their residential home that generates no more than an average of one (1) ninety-six (96) gallon container or two (2~~) forty eight (48)~~ sixty-five (65) 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 and commercial businesses, 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. Delinquent bills shall bear interest at the prevailing legal interest rate for judgements per annum until paid. Bills with charges outstanding may be assessed additional charges and fees as determined by a Fiscal Court approved billing and collection agreement. The

Meade County Fiscal Court hereby specifically reserves the right to require the Franchisee to be responsible for the billing and collection of services fees upon such terms and conditions contained in any such ordinance, franchise or contract.

c. Franchisee shall provide solid waste collection service to the aforementioned residential households ~~regardless of payment status.~~

d. Residential household owners and commercial business owners shall be responsible for the disposal of their trash until it is picked up by the Franchisee or disposed of properly. If not disposed of properly by the residential household owner or the commercial business owner they will be found in violation of said ordinance, which is enforceable by the Solid Waste Coordinator and/or the County Code Field Representative.

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~~ garbage bags). 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.~~ the following week or on the next scheduled pick-up.

i. The Franchisee shall bill residential and commercial accounts using curbside service on a quarterly basis. The County shall have no responsibility for any billing or collection activity.

j. Customers will incur service interruption and/or late fees thirty (30) days after due date.

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, ~~contests, 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 of 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 or within a contiguous 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 at the local office for in person customer service.

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.

~~b. The monthly rates for Solid Waste collection and disposal services to commercial Businesses and/or establishments are in accordance with the following table:~~

~~Container Size~~	~~Once Per Week Pickup~~	~~Twice Per Week Pickup~~	~~Three Times Per week/pickup~~
~~Two (2) Yd. Rented~~	~~$60.00~~	~~$120.00~~	~~$180.00~~
~~Two (2) Yd. Owned~~	~~$45.00~~	~~$90.00~~	~~$135.00~~
~~Four (4) Yd. Rented~~	~~$80.00~~	~~$160.00~~	~~$240.00~~
~~Four (4) Yd. Owned~~	~~$65.00~~	~~$130.00~~	~~$195.00~~
~~Six 6) Yd. Rented~~	~~$100.00~~	~~$200.00~~	~~$300.00~~

~~Six (6) Yd. Owned $85.00 $170.00 $255.00~~

c. The Franchisee bears all costs associated with performing the services described in this Agreement which include, but are not limited to, the collection, transport, and disposal of or arranging for the disposal of Residential and Commercial Solid Waste collected under this Agreement and the billing and collection of all fees and charges for said Solid Waste Collection, including delinquent accounts, and disposal service from the individual Residences and Businesses served by the Franchisee. Franchisee is also responsible for keeping records of ownership and occupancy of all residences served.

~~2) Fee Increase Mechanism~~ Non-Controllable Costs

~~The bid price will be fixed for the life of this Agreement. There will be no increases from July 1, 2018 July 1, 2023 until June 30, 2022 June 30, 2027. After June, 30, 2022 2027, the price will be subject to annual adjustments based on the Consumer Price Index-Urban for the Southeast. ACPI-U increases of up to three percent annually shall be made a part of the record of Meade County Fiscal Court through Notice in writing served to the Meade County Fiscal Court Clerk. Conditions requiring any need for an increase above a three (3) percent must be made in writing and are subject to approval of Meade County Fiscal Court~~.

The Franchisee shall provide notice of an increase in cost due to the disposal facility being used, changes in local, state, or federal rules, ordinances or regulations, and changes in taxes, fees or other governmental charges (other than income or real property taxes)(collectively, "Non-Controllable Costs"). In addition to the written notice, the Franchisee shall provide the County with any other information regarding such increase reasonably requested by the County before any such increase becomes effective; provided, however, the parties recognize that notice of some increases in Non-Controllable Costs may be provided after the increase in such Non-Controllable Costs becomes effective.

3) Franchise Fees

a. Every quarter Franchisee ~~Each month Waste Transport Service~~ must remit to Meade County Solid Waste ~~eight (8) percent (%)~~ ten (10) percent (%) of the gross income amount billed by ~~Waste Transport Service~~ Franchisee attributable to Solid Waste collection and disposal services in the Meade County Franchise Area.

b. The Franchisee hereby agrees to bear the cost of an annual audit of its records regarding the remitting of the Franchise fee if the Court, in its discretion, deems an audit necessary. Such audit is to be performed by a mutually agreed upon auditor.

4. ~~Waste Transport Service~~ Franchisee shall be responsible for the billing and collection of all fees and charges, including delinquent fees, for said Solid Waste collection and disposal service from the individual Residences and Businesses served by said company.

SECTION X: REPORTING REQUIREMENTS

1. ~~Monthly~~ Franchisee shall provide quarterly reports to Meade County Fiscal Court~~'s~~ and to the ~~appointed~~ Solid Waste Coordinator.

   a. The Franchisee shall maintain records and report quarterly ~~monthly~~ to the Court the volume and source of all Solid Waste collected by the Franchisee under this Agreement during the previous quarter ~~monthly~~ and the ultimate disposal location of the waste collected.

   b. The Franchisee shall maintain a summary of customer service calls and the Franchisee's response.

   c. The Court shall have the authority to request the Franchisee to report to the Fiscal Court on any aspect of services provided under this agreement.

   d. The Franchisee shall retain all records required to be maintained under this Agreement for five years.

2. Right of Inspection/Audit

   a. The Court reserves the right to inspect the Franchisee's operations at any time in such a way as to not unreasonably interfere with the Franchisee's operations. The Franchisee hereby grants the Court right-of-entry as necessary to exercise this right.

   b. The Court reserves the right to require the Franchisee's records relating to the Franchisee's operations under this Agreement to be audited at any time by a mutually agreed upon auditor. The Franchise shall bear the cost of any audit required by the Court. Should the audit reveal inconsistencies or any other problems, the Franchisee must provide the Court with a written explanation including the Franchisee's plans to remedy any problem identified.

SECTION XI: LIABILITY INSURANCE REQUIRED

The Franchisee shall carry and pay the costs of the following liability insurance in support of its undertaking by the Court and County on account of the negligence of the Franchisee in at least the amount indicated below for injury to or death of persons and injury to or destruction of property:

Coverage	Limits of Liability
1. Worker's Compensation	Statutory Requirements
2. Employer's Liability	$500,000.00
3. Bodily Injury Liability (except automobile)	$1,000,000.00 each person $1,000,000.00 each occurrence $2,000,000.00 each aggregate
4. Property Damage Liability (except automobile)	$500,000.00 each occurrence $1,000,000.00 each aggregate
5. Automobile Bodily Injury Liability	$1,000,000.00 each person $2,000,000.00 each occurrence
6. Automobile Property Damage Liability	$500,000.00 each occurrence

7. Excess Umbrella Liability — $500,000.00 each occurrence
$1,000,000.00 each occurrence

In addition, the Franchisee agrees to hold the Court and County harmless and to protect the Court and County, bearing all expenses including reasonable attorney's fees and all other costs, whether or not such claims, damages or costs are covered by said insurance. Furthermore, the Franchisee shall furnish to the Court a certificate of insurance as evidence of coverage.

All insurance policies maintained pursuant to the Franchisee shall contain the following endorsement:
It is hereby understood and agreed that this insurance policy may not be cancelled by the surety nor the intention not to renew by the surety until thirty (30) days after receipt by the Court, by registered mail, of a written notice of such intention to cancel or not to renew.

Court as Additional Insured/Loss Payee – All insurance required under the terms of the Agreement shall name the Court as additional insured and shall provide a thirty-day notice to the Court in the event of a material alteration or cancellation of any coverage prior to the effective date of said alteration or cancellation. Copies of all policies required under this Agreement shall be furnished to and filed with the Meade County Solid Waste Coordinator and the Meade County Fiscal Court Clerk.

SECTION XII: PERFORMANCE BOND

1. Upon the effective date of the Agreement, the Franchisee shall furnish proof of the posting of a faithful performance bond for ~~$250,000.00~~ $500,000.00 running to the Court with good and sufficient surety approved by the Court.

2. The bond shall be conditioned that the Franchisee shall observe, fulfill and perform the terms and conditions of this Agreement and that in the case of any breach of condition of the bond, the amount thereof shall be recoverable from principal and surety, jointly and severally, for all damages resulting from the failure of Franchisee to observe and perform its obligations under this Agreement. The bond shall be maintained by the Franchisee throughout the term of this Agreement.

3. The Court hereby reserves the power to require the Franchisee to increase the amount of the performance bond, in its sole discretion, at any time upon making a determination the amount of the bond is insufficient.

4. The Franchisee shall give thirty (30) days' notice to the Court of any changes or alteration on the performance bond.

SECTION XIII: INDEMNIFICATION, DUTY TO DEFEND, RELEASE AND WAIVER

1. The Franchisee hereby agrees to indemnify and hold harmless the Court, its officials, officers, employees, agents and representatives for all claims, losses, damages, costs and expenses, including costs of defense and reasonable attorney's fees which arise from the award of this Franchise and this Agreement and the activities of the Franchisee under the terms of this Agreement. The Franchisee specifically agrees that it will pay all damages and penalties which the Court, its officials, officers, employees, agents and representatives

are legally required to pay as a result of the award of this Franchise and this Agreement and the activities of the Franchisee under the terms of this Agreement. Such damages and penalties shall include but not be limited to, damages arising out of liability suits, regulatory enforcement actions and other damages arising out of collection, transport and processing of Solid Waste under the terms of this Agreement. The Franchisee's obligations shall continue beyond the term of this Agreement should losses, damages, costs and expenses be incurred after the termination of this Agreement.

2. If a claim is asserted or a lawsuit is filed against the Court or County, either independently or jointly with the Franchisee which relate to the award of this Franchise or the Franchisee's activities under the terms of this Agreement, the Franchisee shall, upon notice to it, defend the Court, its officials, officers, employees, agents and representatives against the action. This duty to defend shall continue beyond the term of this Agreement should a claim or lawsuit be asserted or continue beyond the term of this Agreement. In the event of a final judgement being obtained against the Court or County, either independently or jointly with the Franchisee, the Franchisee shall pay said judgement and all costs, including reasonable attorney fees and hold the Court, its officials, officers, employees and representative harmless there from.

3. The Franchisee hereby releases the Court, its officials, officers, employees, agents and representatives and waive any and all claims, losses, damages, costs and expenses arising from the Franchise process including the selection of the Franchisee, negotiation of this Agreement or any other Agreement pertaining to Solid Waste and enactment of any and all ordinances associated with the Franchise process and this Agreement.

4. Should any court or regulatory agency, state or federal, ever seek to establish liability against the Court, its officials, officers, employees, agents and representatives for the cost of an environmental cleanup, recovery or other corrective action, or criminal or civil penalty provided by applicable law, the Franchisee hereby agrees to defend the Court or County upon notice and indemnify the Court of County for any and all fines, losses, costs or expenses, including attorney's fees.

SECTION XIV: TERM, RENEWAL, MODIFICATIONS AND TRANSFERS

1. This Agreement and rights granted hereunder shall take effect for a period of ~~five (5)~~ seven (7) years from July 1, ~~2018~~ 2023. Options shall be exercised if mutually agreed upon by both Meade County Fiscal Court and the Franchisee.

2. Renewal

   Extension of this Agreement through June 30, ~~2027~~ ~~2032~~ 2030is permissible through one ~~five~~ seven (7)-year option. Options shall be exercised if mutually agreed upon by both Meade County Fiscal Court and the Franchisee. If the Franchisee wishes to renew this Agreement, it must give the Court written notice of its desire to renew no earlier than September 1, ~~2021~~ ~~2026~~ 2029 and no later than January 1, ~~2022~~ ~~2027~~ 2030.

3. Modification

a. Either party may seek a modification of this Agreement.

b. All requests for modifications shall be made in writing to each party's designated representative.

c. The Franchisee shall furnish, upon the Court's request, information, documents, data and other applicable items pertaining to its request.

4. Transfers

a. The Franchisee shall not assign, transfer or convey this Agreement, or its rights, duties or obligations hereunder, without prior written consent of the Court. Any attempt to assign, transfer, or convey any part of this Agreement without the approval of the Court shall render this Agreement void.

b. Any change in ownership of the Franchisee which differs significantly from that described by the Franchisee in its proposal shall be considered an assignment, transfer or conveyance of this Agreement requiring approval from the Court.

c. The Franchisee may not subcontract with a separate entity to perform any service encompassed by this Agreement without the approval of the Court. Any attempt to subcontract with a separate entity to perform service encompassed by this Agreement without Court approval shall render this Agreement void.

d. When seeking the Court's approval for a transfer, assignment or conveyance of this Agreement or approval of a subcontract, the Franchisee must provide, upon the Court's request, information relating to the contemplated transfer, assignment, conveyance or subcontract.

SEXTION XV: TERMINATION

The Court may terminate this Agreement at any time by giving the Franchisee notice should the Court determine that the continuation of this Agreement is contrary to the public interest pursuant to the terms listed in Section XVII (1).

SECTION XVI: COSTS

The Court reserves the right to charge the Franchisee for any cost incidental to the awarding, renewing, transferring, modifying and enforcement of the terms of this Agreement including but not limited to consultant fees and reasonable attorney's fees. If at any time, the Court determines that consultations by third parties are necessary for evaluation of the Franchisee's performance under this Agreement, the Franchisee shall bear all costs.

SECTION XVII: REMEDIES

1. Breach

a. As used in this Agreement, "breach" shall mean:

1. Failure to perform or observe any term, provision or requirement of this Agreement.
2. Failure to comply with any state, federal or local permit under which the Franchisee operates or performs services under this Agreement.
3. Failure to comply with any state or federal statute or regulation or any local ordinances.
4. Acceptance or handling of unacceptable waste by the Franchisee.
5. Making an untrue representation to the Court, County or the public.
6. Failure to pay Franchise fees, or
7. The occurrence of any act of insolvency by the Franchisee.

2. Cure

In the event of a breach, the Court may, in its discretion, give the Franchisee notice of the breach and opportunity to cure. The Court may place a time limit or other conditions upon the Franchisee's opportunity to cure

3. Remedies

a. In the event of a breach, the Court shall have the right to take such action as is necessary to safeguard its rights and interests as set forth in this Agreement, at the Court's opinion, all such remedies being cumulative.

b. The remedies available to the Court or County include, but are not limited to:
   1. Termination of this Agreement.
   2. Immediate closure of all facilities operated by the Franchisee under this Agreement and the cessation of all activities by the Franchisee relating to this Agreement.
   3. ~~The right of possession of all equipment and vehicles of the Franchisee utilized by the Franchisee under this Agreement as well as all accounts receivable or sums due the Franchisee under this Agreement.~~
   4. The right to bring any legal proceeding in the nature of injunction, specific performance or other equitable remedy. The Franchisee hereby acknowledges that any breach of this Agreement will cause irreparable harm to the Court or County and that damages any law are an inadequate remedy for a breach of this Agreement.
   5. Prosecution of criminal violations of applicable federal, state and local laws.
   6. Any other remedy provided by this Agreement.
   7. Any other remedy allowed by applicable law.

c. Remedies Cumulative: Each right, power and remedy provided in this Agreement or now or hereafter existed at law, in equity, any statute, or otherwise shall be cumulative and concurrent and shall be in addition to every other such right, power or remedy. The exercise or the beginning of the exercise or the forbearance of the exercise by the Court of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by the Court of any one or more of such rights, powers or remedies.

d. Failure to insist upon strict performance of any covenant, obligation, term or requirement of this Agreement shall not be a waiver of a right to demand strict performance in the future.

e. The rights of the Franchisee and all other lien holders or other persons having any interest in any piece of equipment, machinery, vehicle or facility are subordinate to the interest held by the Court or County in the event of a breach of this Agreement. The Franchisee hereby agrees to give notice of the Court's or County's superior interest to all other lien holders or other person's having any interest in any piece of equipment, machinery, vehicles or facility.

SECTION XVIII: INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT:

1. Complete Agreement

   This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof. The Franchisee and the Court agree and warrant that there is no agreement, representation of other inducement for the execution of this Agreement other than the consideration recited herein.

2. Governing Law

   This Agreement is executed in the Commonwealth of Kentucky and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the Commonwealth of Kentucky.

3. Construction

   Should any provision of this Agreement require interpretation or construction, it is agreed by the parties hereto that the Court, administrative body or other entity interpreting or constructing this Agreement shall not apply a presumption that the provisions hereof shall be more strictly construed against one party than another by reason of the rue of construction that a document is to be more strictly construed against the party who itself or through its agent prepared the same. The headings or sections and subsections are for convenience only and shall not affect or control the meaning or construction of any of the provisions of this Agreement.

4. Notices

   a. All notices, requests, demands or other communications required under this Agreement shall be made in writing and shall be served by hand delivery or by placing such in the United States Mail, certified mail, return receipt requested and bearing adequate postage. Each notice shall be effective upon receipt. Rejection, refusal to accept or the inability to deliver because of changed address or status shall be deemed to be receipt of the notice sent.

b. The Franchisee shall notify the Meade County Solid Waste Coordinator of any change of address or change of personnel to who all notices, requests, demands or other communications should be directed.

5. Severability

In the event that any term, provision or covenant hereunder shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable by any party and the invalid or unenforceable covenant shall automatically be deemed, modified and amended to provide for the maximum rights available under applicable law to the party who is the beneficiary of the covenant in question.

6. Third Parties

Nothing in this Agreement, express or implied is intended to confer any right or remedies on any person other than the parties expressly named herein and their respective permanent successors, assigns and legal representatives.

7. Authority of parties

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this agreement.

XIX: PREFERENTIAL OR DISCRIMINATORY PRACTICES PROHIBITED

The Franchisee shall not, as to the service it renders under the terms of this ordinance, or in any other respect make or grant any undue preference or advantage to any person nor subject any person to prejudice or disadvantage unless such treatment is specifically authorized herein.

XX: ACCEPTANCE BY FRANCHISEE

This agreements and the rights, privileges and authority hereby granted shall take effect and be in force from and after ~~April 1, 2008~~ _____ and shall continue in force and effect from the term herein stated, provided however that within thirty (30) days after the date of the lawful passage and publication of this ordinance, the Franchisee shall file with the county clerk its unconditional acceptance of this Agreement and promise to comply with and abide by all of its terms, provisions and conditions.; Such acceptance and promise shall be in writing duly executed and sworn to by and on behalf of the Franchisee before a notary or other officer authorized by law to administer oaths. The bid package submitted by ~~Waste Transport Service~~ the Franchisee shall be incorporated by reference as to the terms of their offer.

XXI: PENALTIES

This Franchise herein granted to the Franchisee is exclusive and a person, persons, corporation, association, partnership or any other entity operating a Solid Waste collection and disposal service in the Franchise area after the effective date herein, other than the Franchisee named herein, shall be violation of this ordinance and shall be punishable upon conviction by a fine of

not less than $100 nor more than $250 ~~and/or confined in the county jail up to 90 days~~. Each day that the violation occurs shall be considered a separate offense. If found in violation of such, penalty shall be enforceable by the Solid Waste Coordinator and/or the Code Field Representative.

XXII: SEVERABILITY

If any section of this ordinance, or if any policy or order thereunder, or the application of such section to any persons or circumstances shall be held invalid, the remainder of this ordinance and the application of such section of this ordinance or of such section or order to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

The amended first reading of Ordinance No. _____ occurred on _____, at an open meeting at the Meade County Fiscal Court and thereafter published in the Meade County Messenger on _____. It was read for a second time on _____ at an open meeting of the Meade County Fiscal Court and immediately passed and adopted. This ordinance shall become effective _____ following publication as required by law.

_____
Troy Kok
Meade County Judge Executive

_____
Tammy Graham
Meade County Fiscal Court