

## MUNICIPAL SOLID WASTE SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this fourth day of February, 2020 by and between the **COUNTY OF OLDHAM**, Kentucky (hereinafter called "**County**"), and **REPUBLIC SERVICES OF KENTUCKY**, (hereinafter called "**Contractor**").

WHEREAS, the **County**, after consideration, believes that the public need, convenience and necessity can best be served by the designation of one **Contractor** to serve as the exclusive authorized agent for the **County** in the collection and disposal of all residential and commercial non-hazardous solid waste within the **County**.

NOW, THEREFORE, for and in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter contained and stated, it is hereby understood and agreed by the parties hereto as follows:

### 1) GRANT

**County** hereby grants to **Contractor** a contract and exclusive franchise to engage in the business of collecting and disposing of all residential and commercial garbage, trash, rubbish, and other refuse, called Municipal Solid Waste or MSW, within the limits of the **County** and, further, hereby grants to **Contractor** a license and permit to use the public streets, alleys, easements and thoroughfares within the limits of the **County** for the purpose of collection and disposal of garbage, trash, debris, and other refuse during the term of the Agreement.

### 2) TERM

The term of this Agreement shall be for a period of (5) five years beginning **February 1, 2020** and terminating **January 31, 2025** subject to the limitations, terms and conditions hereinafter specified and contained in this Agreement. This Agreement is a renewal of the current Contract which expires January 31, 2020. This renewal Agreement is the last of those allowed under KOC-04-830-181, Solid Waste Franchise Agreement Ordinance. In 2024, prior to the expiration of this agreement, the **County** will solicit proposals for collection and disposal of municipal solid waste.

### 3) PRICE

- a) Customers Billing: The **Contractor** shall bill residential and commercial accounts using curbside service on a quarterly basis. Commercial accounts using stationery, front-end load containers will be billed monthly. The **County** shall have no responsibility for any billing or collection activity.
- b) Residential: the RESIDENTIAL MONTHLY CUSTOMER SERVICE CHARGES for year I shall be: \$16.13 as provided in Exhibit "A" attached hereto and incorporated herein for all purposes.
- c) Delinquent Accounts: Customer will incur service interruption and/or late fees, including fees for removing trash receptacles.
- d) Commercial: the COMMERCIAL MONTHLY CUSTOMER SERVICE CHARGES for year I shall be as provided in Exhibit "B" attached hereto and incorporated herein for all purposes.

- e) **Rate Adjustment:** At the start of the second year of this contract, the residential and commercial rates charged by the **Contractor** shall be increased by 2%. Each year thereafter, the residential and commercial rates charged by the **Contractor** shall be increased by 3%. Conditions requiring any need for an increase above the amount during that particular year, must be made in writing and include sufficient documentation to justify the increase. Any increase is subject to approval by the **County**.
- f) **Franchise Fee:** At the end of each quarterly billing period, the **Contractor** shall pay the **County** 3.5% of the gross collected revenue for all accounts under this agreement.
- g) The **Contractor** shall provide to the **County** complementary solid waste collection services at designated locations currently being served or those pending construction. The **County** reserves the right to determine the number of hauls at the two locations that are serviced by 30 cy open top dumpsters. However, the maximum number of free hauls per year at these two locations shall not exceed 14 (fourteen.) The haul and disposal rates will coincide with regularly scheduled increases as noted above.
- h) The following **County** facilities will receive free trash removal service:

<u>FACILITY NAME</u>	<u>STREET</u>	<u>CITY</u>	<u>QTY</u>	<u>CY</u>	<u>PER WEEK</u>
OLDHAM CO JAIL	W. HWY 146	BUCKNER	1	8	2
WENDELL MOORE PARK*	HWY 393	BUCKNER	2	8	3
WESTPORT PARK*	HWY 524	WESTPORT	1	3	1
BRIAR HILL PARK*	W. HWY 22	CRESTWOOD	1	3	1
OLDHAM CO ANIMAL CONTROL*	JONES DR	BUCKNER	1	3	1
OLDHAM CO FISCAL COURT	W. JEFFERSON ST	LAGRANGE	1	6	1
OLDHAM CO AOC BLDG.	W MAIN ST	LAGRANGE	1	6	3
*Indicates dumpster with a locking bar to deter illegal use.					
SOUTH OLDHAM GOVT CENTER	W HWY 146	CRESTWOOD	2	96 gal cart	1
OLDHAM CO ROAD DEPARTMENT	4 QUALITY PLACE	BUCKNER	1	30	On call -7 loads per year free of charge
OLDHAM CO RECYCLING AND/OR MAINTENANCE	1401 N HWY 393	CRESTWOOD	1	30	On call - 7 loads per year free of charge
Haul rate after first 7 loads - \$113.10 Disposal/ton - \$32.24					

- i) **Non-Controllable Costs:** **Contractor** shall provide notice of an increase in costs 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, **Contractor** shall provide **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 Cost becomes effective.
- j) **Supplemental Service Charges:** Charges for additional service is listed in Exhibit C if they are needed.

#### 4) DUTIES AND OBLIGATIONS OF RESIDENTIAL CUSTOMERS.

The **County** agrees that every owner, agent, lessee, tenant or occupant of any residential premises in the **County** ("residential customer") shall have the following duties and obligations and, in the event a residential customer fails to comply with such duties and obligations, **Contractor** shall have no obligation to provide further service to such residential customer:

- a) Residential customers are responsible for initiating and maintaining their account with the **Contractor**.
- b) Each residential customer shall be provided up to two 96 gallon roll-out carts by the **Contractor** to hold the residential garbage and trash accumulated by the household. (Additional 96 gallon carts are available if needed for a fee of \$6.00 per month per cart.) **Contractor** will not empty any container other than the container(s) provided by the **Contractor**.
- c) Garbage and trash placed in the 96 gallon cart(s) shall be bagged, not loose, to prevent the scattering of the contents when the cart is serviced by the **Contractor** and to render said contents less accessible to insects, rodents and other animals.
- d) No residential customer shall place for collection, or permit to be placed for collection, any rocks, dirt, or renovation, demolition and construction waste.
- e) Each residential customer shall drain or dry out all garbage and trash mixed with water or other liquids before placing same into a permanent container to prevent fluids leaking from the collection vehicle onto the street.
- f) All residential customers shall place the 96 gallon cart containing garbage at the curbside on the street before midnight of the day before the scheduled collection day in such a manner as to be easily accessible for collection and as to prevent such garbage from being scattered. Residents shall place the cart(s) next to the driveway on the opposite side of the mailbox or away from any object, including a second cart, which would impede automated collection. The cart(s) must be placed at least 10 feet from the mailbox or any fixed object. The cart(s) must be positioned so that the lid opens toward the street and

the wheels and handle face the house. Residents who cannot conform to this setout point will contact the **Contractor** to agree on the proper container location.

- g) All residential customers shall abide by **County** regulations which forbid impeding the flow of traffic. An example of this is parking on the street. If the **Contractor** is unable to provide service because vehicles are parked on the street, the **Contractor** will be held harmless and service will resume to those affected customers on the next scheduled service day.
- h) Customers are never permitted to assist **Contractor** employees in loading waste into **Contractor** vehicles.
- i) All residential customers must follow these guidelines for disposal of large, bulky items, excess trash and yard waste:
  - i) The item must meet the definition of bulky waste found below;
  - ii) Yard waste must be bagged or bundled as defined in up to 15 bags or bundles or combination thereof;
  - iii) The **Contractor** must have 24 business hours' notice prior to the day of pickup;
  - iv) Any fabric upholstered item must be wrapped in plastic;
  - v) One such pickup is allowed per week.

## 5) DUTIES AND OBLIGATIONS OF COMMERCIAL CUSTOMERS.

The **County** agrees that each owner, agent, employee or person otherwise in charge of any commercial or agricultural establishment within the **County** ("commercial customer") shall have the following duties and obligations and, in the event a commercial customer fails to comply with such duties and obligations, **Contractor** may discontinue service to such commercial customer:

- a) Commercial customers are responsible for initiating and maintaining their account with the **Contractor**.
- b) Each commercial customer shall accept and use containers provided by the **Contractor** sufficient in volume to hold the garbage and trash accumulated on the premises. Available commercial containers are: 96 gallon roll out carts up to four per customer; front-end load dumpsters in two, four, six, eight, or ten cubic yard capacity, heretofore known as FEL. Larger roll-off dumpsters with twenty, thirty and forty cubic yard capacity are available on a temporary basis.
- c) Each commercial customer shall cause all garbage and trash accumulating on such premises to be placed in the container provided. Commercial customers using roll out carts provided by the **Contractor** shall place them at the curbside on the street for collection at the same time and in the same manner as is provided for residential refuse collection (Article 4, f).

- d) Multifamily residential complexes may employ FEL dumpsters for garbage and trash collection in the same manner as commercial customers. FEL dumpsters may be used and placed at a location on the premises as arranged between the customer and **Contractor**, subject to the review of same by the **County** at any time. The means of disposal of bulky items in multifamily residential complexes is addressed in Article 6, n.
- e) Each commercial customer shall keep all roll out carts and FEL dumpsters in use securely closed in such manner as to prevent the scattering of the contents thereof and to render said contents inaccessible to insects, rodents, and other animals.
- f) Commercial customers using FEL dumpsters shall insure that the **Contractor** has access to the container.
- g) Each commercial customer shall drain or allow to dry out all garbage or trash mixed with water or other liquids before placing same into roll out carts and FEL dumpsters, and further, no commercial customer shall place for collection or permit to be placed for collection, any Hazardous Waste.

## 6) DUTIES AND OBLIGATIONS OF THE CONTRACTOR

It shall be the duty and obligation of **Contractor** to perform the following services:

- a) **Contractor** shall furnish vehicles, equipment, machinery, tools and labor, at its own expense, efficiently and properly collect and dispose of municipal solid waste from premises within the limits of the **County** in a systematic, safe and sanitary manner. Residential and commercial customers will be serviced with tandem axle trucks.
- b) **Contractor** agrees that the garbage and trash collected will be disposed of at a permitted sanitary landfill in compliance with the Laws of the Commonwealth of Kentucky. All vehicles used by the **Contractor** for the collection and transportation of garbage and trash shall be protected at all times while in transit to prevent leakage and the blowing or scattering of refuse onto the public streets of **County** or properties adjacent thereto and shall at all times be insured and maintained in good repair.
- c) **Contractor** shall establish routes and special schedules for the collection of garbage and trash necessary to fulfill the requirements of this Agreement.
- d) **Contractor** shall provide all containers for garbage and trash storage in a timely manner following a customer's request. Containers provided by **Contractor** shall be:
  - i) equipped with suitable covers to prevent blowing or scattering of refuse, and
  - ii) maintained in good repair.
- e) **Contractor** agrees to make one (1) collection each week for all customers using 96 gallon roll out carts. **Contractor shall not** commence service to residential customers prior to 1:00 a.m. or no later than 6:00 p.m. Any collections before 5:00 a.m. can be no closer than 500 feet from any residential structure. No collections will be made on Sundays or Holidays, unless agreed upon by the **County and Contractor** in advance. When a holiday is observed on a weekday, all collections for that day will be cancelled and

collected the following day. All collections for the remainder of the week are delayed by one day. Collection service may occur as scheduled on all other holidays as applicable. The **Contractor** shall make provisions to insure no reduction in service occurs during any holiday week. Phone, email or text notifications of such schedule changes are required to be sent to every customer who has authorized use of such communications. The holidays observed are as follows: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Should any of these holidays fall and are observed on a weekend, there is no change in service during the following week. No adjustment or reduction in monthly customer service charges will be made as a result of the non-collection on holidays.

- f) **Contractor** assumes all risk of loss or injury to property or persons arising from **Contractor's** negligent acts in performing services under this Agreement, and shall hold harmless and indemnify the **County** from all claims, demands, suits, judgments, costs or expenses arising from any such loss or injury that arise out of **Contractors** sole negligence or willful misconduct. **Contractor** agrees to carry the following types of insurance:

Coverage	Limits of Liability
Workers Compensation	Statutory Requirements
Employers Liability	\$500,000
Bodily Injury (except automobile)	\$1,000,000 each person \$1,000,000 each occurrence \$2,000,000 each aggregate
Property Damage Liability (except automobile)	\$500,000 each occurrence \$1,000,000 each aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person \$2,000,000 each occurrence
Automobile Property Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence

- g) **Contractor** agrees to furnish the **County** with Certificates of Insurance to the effect that such insurance has been procured and is in force.
- h) The **Contractor** agrees that it will indemnify, save, defend and protect the **County** from any and all liability, lawsuits, judgments or expense of any kind or nature arising out of any claim that solid waste generated in the service area and disposed of by the **Contractor** pursuant to this proposal or that such solid waste has been co-mingled with solid waste generated by others and then disposed of in violation of some federal, state or local statute, ordinance or regulation.
- i) The **Contractor** will comply with all local, state and federal laws, particularly those pertaining to the collection, transport and final disposal of solid waste. All solid waste which the **Contractor** receives pursuant to this agreement is to be appropriately disposed of in a fully licensed and permitted, solid waste disposal facility that meets all local, state and federal statutes, ordinances and regulations for the disposal of solid waste at the time such waste is received by it.

- j) **Contractor** agrees to provide verifiable evidence to justify non-credited missed service to any customer. Evidence may be photographic, digital, audio, video or third party eye witness.
- k) **Contractor** agrees to furnish and maintain in force throughout the term of this Agreement a Performance Bond with good and sufficient corporate surety acceptable to the **County** in the penal sum of \$150,000.00 (to be renewed on an annual basis) guaranteeing the performance of the **Contractor** obligation under this contract.
- l) **Contractor** agrees to provide multi-lingual customer service via telephone for a minimum of 75 hours per week excluding holiday weeks and via digital application for constant account accessibility. Additionally, the **Contractor** shall designate a specific local contact person to act as a liaison to the **County** Solid Waste Coordinator.
- m) **Contractor** agrees to collect at no additional charge, large, bulky items and yard waste in specific quantities and manner as defined under Bulk Waste and Yard Waste.
- n) **Contractor** agrees to provide, upon proper verification, at the door service for the normal residential service fee to any **household in which all members have a disability which prevents them from moving their trash cart to the curb. The Contractor** requires verification by a physician of the disability of all the occupants. All customers receiving disability service must place their carts at an accessible location for collection by the **Contractor**.
- o) **Contractor** will allow residential customers and residents of multi-family dwellings to take at no additional charge, excess household waste, yard waste or other bulky items, as defined herein, to Valley View Landfill, a **Contractor** owned waste disposal facility, during normal operating hours. Residents must provide proof of account status and residency which include: current quarterly invoice from the **Contractor**; photo ID displaying address; lease agreement or utility bill for residents of multi-family dwellings. "Renovation, Construction and Demolition Debris" and defined in Section II Definitions, Subsection K is **excluded** from allowable items taken to Valley View at no charge.

## 7) DUTIES AND OBLIGATIONS OF THE COUNTY

It shall be the duty and obligation of the **County** to perform the following:

- a) The **County** shall maintain all roads under its jurisdiction.
- b) The **County**, primarily by the Solid Waste Coordinator, shall act as mediator between the Customer and the **Contractor**.
- c) The **County** shall enact and enforce ordinances which effectively manage solid waste collection according to Kentucky regulations.

## 8) SPILLAGE.

**Contractor** will be required to clean up or collect loose residential refuse created by its operation. Spillage or excess refuse at the location of commercial containers may be picked up by **Contractor** after the customer reloads the commercial container. **Contractor** shall then be entitled to, and shall receive an extra collection charge for each reloaded container requiring an extra collection. Should such commercial spillage continue to occur, **County** shall require the commercial customer and **Contractor** to increase the frequency of collection of such customer's refuse, or require the

customer to utilize a commercial container with a larger capacity, and **Contractor** shall be compensated for such additional services.

#### 9) NON-COLLECTION.

It is understood and agreed by and between **County** and **Contractor** that if any customer fails to timely and correctly place their container out for service, fails to observe the restrictions of the nature, volume or weight of garbage and trash to be removed from the premises, or places improper bundles or volumes of uncontained trash out for collection, **Contractor** may refrain from collecting all or a portion of such garbage and trash. When **County** is notified by a customer that garbage or trash have not been removed from his premises on the scheduled collection day and where no notice of non-collection nor a change in collection schedule has been received from **Contractor**, **County** will investigate.

#### 10) REVOCATION.

In the event of a breach by either party of any of the terms, covenants, or conditions herein contained, the non-breaching party shall notify the breaching party of such alleged breach in writing and if same is not cured or if breaching party is not taking material steps to cure same within thirty (30) days from such written notice, non-breaching party may cancel and revoke this Agreement. This franchise may, at the option of the **County** be terminated in the event of bankruptcy, receivership, or assignment for the benefit of creditors by the **Contractor**, forthwith by written notice delivered to **Contractor**.

#### 11) MISCELLANEOUS.

- a) This Agreement and any and all rights and obligations of **Contractor** hereunder may be assigned by **Contractor** to any parent company, affiliate, or subsidiary of **Contractor** without the consent of **County** but may be assigned to any other third party only with the prior written consent of the **County**, which shall not be unreasonably withheld.
- b) Any provisions contained herein to the contrary notwithstanding, **Contractor** shall not be required under this Agreement to collect and remove debris or other trash resulting from construction, major remodeling, substantial cleanup of property, or resulting from a sizable amount of trash and debris being cleared in preparation of construction. Provided, however, upon the request of any residential or commercial customers, **Contractor** shall collect and remove such trash and debris and shall review for such services a fee or charge mutually acceptable to **Contractor** and the requesting customer.
- c) **Contractor** may, in its sole discretion, reject any Unacceptable Waste provided by **County**. The **County** upon receiving a notice of rejection from **Contractor** shall immediately remove such Unacceptable Waste from **Contractor's** collection vehicle or premises.
- d) Title to and liability for any Unacceptable Waste shall at no time pass to **Contractor**.
- e) **County and Contractor** (and Customers) shall comply with all rules and regulations of any federal, state or local authority. In this regard, **Contractor** shall not be required to collect and dispose of any oil, sludge, fecal material, or any radioactive,

pathological, toxic, acidic, or volatile material, or other hazardous or improper waste. Should **Contractor** elect to dispose of such materials, **Contractor** shall receive a fee or charge mutually acceptable to **Contractor** and the party-requesting disposal of such materials. **Contractor** further agrees to comply with all State and applicable Federal Laws regulating collection and disposal of garbage. **County and Contractor** agree that in the event any subsequent laws, regulations or ordinances are passed by any local, state or federal authority or government that changes the obligations of the parties herein, then in such event the parties agree to amend this Agreement to reflect such changes.

- f) This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.
- g) If any provision or portion of the Agreement is by any reason unenforceable, inapplicable, or invalidated, then such provision or portion shall be reformed in accordance with applicable laws. The invalidity, inapplicability, or unenforceability of any provision or portion of the Agreement shall not affect the validity, applicability or enforceability of the other provision or portions of the Agreement.
- h) (k) Except with regard to a party's obligation to make payments due under this Agreement, in the event either party hereto is rendered unable, wholly or in part, by Force Majeure (as defined below) to carry out its obligations, the upon a written notice setting forth the specifics within a reasonable time, the obligations of the party giving such notice, insofar as they are affected by such Force Majeure, from its inception, shall be excused during the entire period of any inability so caused but for no longer period.

## 12) DEFINITIONS.

Wherever used herein, the hereinafter listed terms shall have the following meanings:

**Bulky Waste** – Household appliances (with all CFC removed), furnishings and other similar items that are found within a home and are not part of the structure; and that exceed the capacity of the Cart in weight or size; and are not items normally found outside the home, Debris of any kind as defined below, Dead Animals, Hazardous Waste, or Stable Matter.

**Bundle** – Tree, shrub and brush trimmings securely tied together no wider than 12” or longer than 48”.

**Cart** – A two-wheeled, 96 gallon receptacle, supplied by **Contractor**, constructed of fiberglass or plastic, with a grab handle and designed for the purpose of curbside collection of Garbage, Rubbish, Yard Waste and/or Recyclable Materials.

**Commercial Containers:** Metal front end load dumpster containers, available in two, four, six and eight cubic yard capacities, supplied by **Contractor** affording adequate capacity to service a commercial customer so as to prevent spillage, unsightly and unsanitary conditions.

**Commercial Customer** - a business, not-for-profit organization, or other institution that provides goods or services to the public.

**Construction/Demolition Debris** – Waste building materials, including and not limited to: concrete; brick; plaster; paneling; wallboard; wood; decking; plumbing materials and fixtures; electrical fixtures; roofing materials; siding; windows and doors; flooring;

fencing; carpeting; etc, resulting from construction, remodeling, repair or demolition operations.

**Curbside Service:** Solid waste collection by the **Contractor** which will be located at the curb in front or behind the structure and property where the waste is generated.

**Dead Animals** – Animals or portions thereof that have expired from any cause, except those slaughtered or killed for human use.

**Debris** - Dirt, concrete, rocks, bricks, lumber, plaster, sand or gravel, other waste building materials, automobile frames and other bulky heavy material.

**Disposal Site** – A Waste Material depository designated by **Contractor**, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material.

**Excluded Waste:** All Industrial Refuse, Construction Debris, Institutional Solid Waste, Debris, Dead Animals, Hazardous Waste, Offal Waste, Stable Matter, and Special Waste.

**Force Majeure:** Any event that prevents a party from complying with its obligations under this Agreement, including acts of God (including, without limitation, floods, earthquakes, tornadoes, hurricanes, and severe weather events), impassable roadways, labor disputes, lockouts, or industrial disputes or disturbances, civil disturbances, interruptions by government or court orders, necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction, acts of the public enemy, events affecting facilities or services of non-affiliated third parties, or any other cause of like kind not reasonably within the control of the Party claiming Force Majeure and which by the exercise of due diligence such Party could not have prevented or is unable to overcome.

**Garbage** – Every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.

**Hazardous Waste:** A form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a "toxic substance" as defined in the Toxic Substances Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term "Hazardous Waste" also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

**Industrial Customer** – Commercial or governmental establishments that by virtue of their operation produce industrial waste.

**Industrial Waste** - Solid waste generated by manufacturing or industrial processes that is not a hazardous waste or a special waste as designated by KRS 224.50-760, including but not limited to, waste resulting from the following manufacturing processes: electric power generation, fertilizer or agricultural chemicals, iron and steel manufacturing, leather and leather products, non-ferrous metals manufacturing/foundries, organic chemicals, plastics and resin manufacturing, pulp and paper industry, rubber and miscellaneous plastic products, stone, glass, clays and concrete products, textile manufacturing, transportation equipment and water treatment.

**Landfill** – See **Disposal Site**

**Multi-Family Dwelling** - a classification of housing where multiple separate housing units for residential inhabitants are contained within one building or several buildings within one complex.

**Offal Waste** – Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.

**Permanent Container:** Any closed, waterproof, plastic or metal container or can with a capacity or volume of ninety-six (96) gallons or more and which is capable of containing garbage or trash without leaking or emitting odors, and which weighs, when loaded, more than fifty (50) pounds.

**Property Owner** – The deed holder and person responsible for removal of solid waste from any property within the **County**.

**Recyclable Materials** - The following items are classified as recyclable by the **Contractor**:

- a) Cardboard – Clean, dry corrugated boxes.
- b) Glass - Clean unbroken glass containers, bottles/jars.
- c) Metal - Clean aluminum, tin/steel containers.
- d) Paper - Clean, dry, unsoiled office paper, newsprint, envelopes, magazines.
- e) Plastic – Rigid PETE & HDPE containers (milk jugs & beverage containers).

**Recycling** - The action or process of converting waste into reusable material.

**Residential Customer** – An occupant of a Residential Unit who generates Garbage or Rubbish and is a resident of the **County**.

**Residential Unit** – A dwelling occupied by a person or group of persons comprising not more than four families that are residents of the **County**.

**Rubbish** – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.

**Solid Waste** – useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and

disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.

**Special Waste** – Special Waste is a form of Excluded Waste and is defined as nonhazardous, solid waste that is subject to additional governmental regulations or special handling requirements in collection, transportation, processing or disposal as a result of the characteristics of, or processes which generate such waste.

**Stable Matter** – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

**Trash:** All household refuse other than garbage, debris, household furniture and; trash shall include heavy accumulations of newspapers and magazines, recyclable waste, old clothes and other household trash of like kind, but shall not include any Hazardous Waste and Unacceptable Waste.

**Unacceptable Waste:** Highly flammable substances, Hazardous Waste, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of **Contractor**, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

**Vegetable Waste** – Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

**Waste:** Any unwanted solid material that is non-hazardous including Garbage, Trash and that may be collected and disposed of by **Contractor** under this Agreement, but not including any Unacceptable Waste.

**Waste Material** - All nonhazardous Solid Waste (including Garbage and Rubbish and Recyclable Materials) that are not excluded by this Contract. Waste Material shall not include any Excluded Waste.

**Yard Waste** – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks.

WITNESS the signatures of the parties hereto the date and year first above written.

**COUNTY OF OLDHAM**

BY: David Voegele DATE: 2-4-2020  
DAVID VOEGELE  
Oldham County Judge/Executive

ATTEST:

Sheila Faeher  
SHEILA FAEHR  
Oldham Fiscal Court Clerk

**REPUBLIC SERVICES OF KENTUCKY, LLC  
DBA INDUSTRIAL DISPOSAL**

BY: Antonio Johnson DATE: 2-6-20  
ANTONIO JOHNSON  
General Manager

ATTEST:

Todd A Preher  
(Signature)

Todd A Preher  
(Printed Name)

EXHIBIT – A – RESIDENTIAL MONTHLY CUSTOMER SERVICE CHARGES

<b>Residential</b>		<b>Weekly PU</b>
<b>QTY</b>	<b>TYPE</b>	
<b>2</b>	96 GAL CART	16.13
	96 GAL CART	6.00
<b>each additional cart</b>		

EXHIBIT – B – COMMERCIAL MONTHLY CUSTOMER SERVICE CHARGES

**FREQUENCY PER WEEK**

<b>SIZE</b>	<b>TYPE</b>	<b>per lift</b>	<b>EOW</b>						<b>Weekly PU</b>
			<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	
<b>2</b>	FEL	13.00	28.15	56.30	112.61	168.91	225.22	281.52	337.83
<b>3</b>	FEL	15.21	32.93	65.86	131.73	197.59	263.45	329.31	395.18
<b>4</b>	FEL	17.41	37.69	75.37	150.75	226.12	301.49	376.86	452.24
<b>6</b>	FEL	21.82	47.24	94.49	188.98	283.46	377.95	472.44	566.93
<b>8</b>	FEL	26.24	56.80	113.60	227.21	340.81	454.41	568.02	681.62
<b>10</b>	FEL	30.65	66.36	132.72	265.44	398.16	530.88	663.59	796.31
<b>QTY</b>	<b>TYPE</b>		<b>EOW</b>						<b>Weekly PU</b>
<b>2</b>	96 GAL CART			17.92					
	96 GAL CART								7.77
<b>each additional cart</b>									

EXHIBIT — C

**ADDITIONAL SERVICES AND ASSOCIATED CHARGES**

**Residential**

Additional Cart	\$6.00
Container Delivery after account reinstatement	\$35.00

**Commercial**

Container Delivery	\$45.00
Container Removal	\$45.00
Container Exchange	\$45.00
Container Relocate	\$45.00
Extra Lift	\$65.00 (lift charge for unscheduled service)
Extra Yards container)	\$35.00 (hand loading charge per yard for trash left outside
Overage Charge	\$25.00 (waste that extends above the top of the container)

**These services are eligible for the annual rate adjustment after Year I.**