

**HARDIN COUNTY FISCAL COURT  
RESOLUTION NO. 2022-173**

**A RESOLUTION ADOPTING THE HARDIN  
SOLID WASTE MANAGEMENT PLAN 2023-2027 UPDATE**

WHEREAS, Hardin County Fiscal Court is required by KRS 224.43-340 and KRS 224.43-345 to submit an update of the area solid waste management plan, and

WHEREAS, the Hardin County Solid Waste Management Area is governed by the Hardin County Fiscal Court; and

WHEREAS, the Hardin County Solid Waste Management Plan 2018-2022 Update sets the agenda for implementation of solid waste reduction and management for the years inclusive of 2023-2027.

WHEREAS, a Public Comment period on the Hardin County Solid Waste Management Plan 2023-2027 Update was conducted in the County.

NOW, THEREFORE BE IT RESOLVED BY THE FISCAL COURT, COUNTY OF HARDIN, COMMONWEALTH OF KENTUCKY THAT:

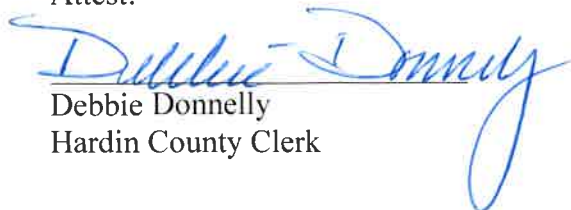
The Hardin County Fiscal Court hereby adopts the Hardin County Solid Waste Management Plan 2023-2027 Update and supports its Action Plan, Implementation Plan and associated activities.

This the 13<sup>th</sup> day of September, 2022, said resolution is hereby adopted and approved at a meeting of the Hardin County Fiscal Court.



Harry L. Berry  
Hardin County Judge/Executive

Attest:



Debbie Donnelly  
Hardin County Clerk

# Chapter 1

## Attachments

- Signed and Dated Copy of Resolution Adopting the 5-Year Plan
- Dated Original of the Public Notice, or Copy of Affidavit from the News Enterprise
- Update of Area Designation

## Update of Area Designation

A solid waste management area may include a single county, multi-county region, waste management district, or any combination thereof. Name of the county (ies) and cities requesting designation as a solid waste management area:

1.	Hardin County	5.	City of Upton
2.	City of Elizabethtown	6.	City of Vine Grove
3.	City of Radcliff	7.	City of West Point
4.	City of Sonora		

Are any of the agencies identified above a part of a Waste Management District established under KRS 109?

☐ Yes ☒ No

If yes, the following documentation must be attached:

☐ Agreement establishing district

☐ Rules, regulation, bylaws or other documents that govern the actions of the board of directors.

☐ List of members of the board of directors and their official titles.

Who will have overall responsibility for plan preparation?

☒ Fiscal Court/County Official/109 Board

☐ Consultant

☐ Advisory Committee

☐ Area Development District

☐ Other Please Specify: \_\_\_\_\_

Contact person responsible for plan preparation:

Name: Stephanie Givens








Title: Solid Waste Coordinator/Director

Address: P. O. Box 568, Elizabethtown, Ky. 42702-0568

Telephone: (270) 360-9207

E-Mail: sgivens@hckky.org

Signature of the appropriate representative from the county and any city requesting designation as part of the solid waste management area:

	Signature(s)	Date(s)	County/City
1.		9-14-2022	Hardin County
2.		9-14-2022	City of Elizabethtown
3.		8-30-22	City of Radcliff
4.		8/23/22	City of Sonora
5.		9-6-22	City of Upton
6.		8/24/22	City of Vine Grove
7.		8/31/2022	City of West Point

---

The Governing Body will respond to written public comments within 5 days at the close of the public comment period, and will consider the plan for passage at the September 13th, 2022 local court meeting. The plan will then be submitted to the Kentucky Energy and Environmental Cabinet for review and approval.

AFFP

PUBLIC NOTICE For Solid Waste

**Affidavit of Publication**

STATE OF KY }  
COUNTY OF HARDIN } SS

Brenda Chism, being duly sworn, says:

That she is Advertising Consultant of the The News-Enterprise, a daily newspaper of general circulation, printed and published in Elizabethtown, Hardin County, KY; that the publication, a copy of which is attached hereto, was published in the said newspaper on the

July 16, 2022

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

*Brenda Chism*

Advertising Consultant

Subscribed to and sworn to me this 16th day of July 2022.

*Nancy L. Turner*

Nancy L. Turner, KYNP37854, , Hardin County, KY

My commission expires: November 02, 2025

70034410 70414817

Rebecca Hornback  
HARDIN CO FISCAL COURT  
PO BOX 568  
ELIZABETHTOWN, KY 42702-0568

**PUBLIC NOTICE**  
For Solid Waste Management Plan Update 2023 - 2027

The Hardin County Fiscal Court proposes to adopt the county's Solid Waste Management Plan update per 401 KAR 49:011, Section 5. The Plan, if approved, will serve as the basis for handling solid waste management issues in Hardin County, (including the Cities of Elizabethtown, Radcliff, Sonora, Upton, Vine Grove and West Point) for the years 2023 - 2027.

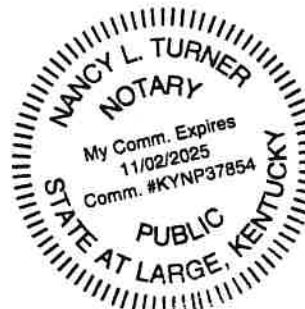
The proposed plan is available for public inspection beginning July 18th, 2022 at the following locations during their normal business hours:

- Hardin County Judge Executive's Office, Hardin County Government Building, 150 North Provident Way, Suite 314, Elizabethtown, KY 42702

Additional information about this plan is available by contacting Stephanie Givens, Hardin County Solid Waste Coordinator at 270-360-9207. Anyone unable to review the plan at the above location may call and request that a copy be mailed to them.

Any person wishing to comment on the plan may do so by providing comments no later than close of business on the 30th day of the public notice, to the Hardin County Fiscal Court at 150 North Provident Way, Suite 314, Elizabethtown, KY 42702. Any person wishing to be heard at a public hearing must make a request via telephone, fax, email, or written communication, to the Hardin County Solid Waste Department, P.O. Box 568, Elizabethtown, KY 42701, no later than close of business on the 30th day, August 18th, 2022. A public hearing has been tentatively scheduled on Friday, August 19th at noon at the Hardin County Government Building in Elizabethtown to receive public comments on the plan. The meeting will be held in the 3rd Floor meeting room. However, if no request for public hearing has been received by end of business on August 18th, 2022, the hearing will not be held.

The Governing Body will respond to written public comments within 5 days of the close of the public comment period, and will consider the plan for passage at the September 13th, 2022 fiscal court meeting. The plan will then be submitted to the Kentucky Energy and Environmental Cabinet for review and approval.



## Chapter 2

### Attachments

- Signed and Dated Copy of Current SWM Ordinance w/attachments

#### *Hardin County*

- Ordinance No. 323, Series 2020

#### *City of Elizabethtown*

- Ordinance No. 3, Series 1998
- Ordinance No. 28, Series 2000
- Ordinance No. 15, Series 2009
- Waste Hauler Agreements

#### *City of Radcliff*

- Ordinance No. 17-10-1213
- Solid Waste Franchise Agreement

#### *City of Sonora*

- 2021 Solid Waste Franchise Agreement

#### *City of Upton*

- 2017 Solid Waste Franchise Agreement

#### *City of Vine Grove*

- Ordinance No. 2022-3
- 2022 Solid Waste Franchise Agreement

#### *City of West Point*

- 2018-2023 Solid Waste Franchise Agreement

**ORDINANCE NO. 323, SERIES 2020**  
**AN UPDATED COMPREHENSIVE ORDINANCE RELATING TO THE**  
**MANDATORY STORAGE, COLLECTION, PROCESSING,**  
**TRANSPORTATION AND DISPOSAL OF**  
**SOLID WASTE**

AS IT WAS ORDAINED BY THE FISCAL COURT OF COUNTY OF HARDIN, COMMONWEALTH OF KENTUCKY INITIALLY ON FEBRUARY 12, 2001 IN ORDINANCE 2001-163, SETTING OUT THE FIRST SOLID WASTE ORDINANCE IN HARDIN COUNTY, STATING AS FOLLOWS:

WHEREAS, it has been determined by the Hardin County Fiscal Court that an ever-increasing volume of solid waste is being generated within Hardin County as a result of increasing economic, commercial, industrial, and population growth; and

WHEREAS, it is necessary for the public health, safety, and welfare that the solid waste generated within Hardin County be properly stored, collected, processed, transported and disposed of in a comprehensive, economically and environmentally safe method; and

WHEREAS, pursuant to Kentucky Revised Statutes Chapter 224 and 109 and related regulation, Hardin County, including its municipal corporations, has been designated as a solid waste management area, based upon a Solid Waste Management Plan approved by the Natural Resource and Environmental Protection Cabinet of the Commonwealth of Kentucky; and

WHEREAS, in order to effectuate the goals and objective of said Solid Waste Management Plan and in exercise of the authority to manage solid waste as provided by Kentucky Revised Statue 67.083 (3)(0);

NOW, THEREFORE, in order to update, clarify, and to adopt all prior amendments that were previously made to this Ordinance since 2001 into one document, including:

- a. Amendment #1- clarification of financial hardship exemption (reverting to now removing any criteria other than Federal Poverty Guidelines) (VII, Item B. 4);
- b. Amendment #2- clarification that the word “shall” is “mandatory” (Section II preamble), Define “owner” (Section II), add the word “mandatory” to collection (IV. B), change occupant to owner as responsible party for payment (VII. B.), change occupant to owner (VIII. A) (Aug. 26, 2008);
- c. Amendment #3- requiring all contracts for solid waste within geographic Hardin County to dispose of waste at the Pearl Hollow Landfill (IV, Item A and V, Item C) (Jan 24, 2012);
- d. Amendment #4- permitting Franchisee to decline collection on a private roadway that is not properly maintained for safety reasons (IV, Item C) (December 27, 2018)

BE IT ORDAINED by the Fiscal Court of County of Hardin, Commonwealth of Kentucky, as follows:

#### SECTION I SHORT TITLE

This Ordinance shall be known as the “Universal Solid Waste Collection and Disposal Ordinance” and may be so cited and shall be referred to herein as “this Ordinance”.

#### SECTION II DEFINITIONS

For the purpose of this Ordinance, the word “shall” is mandatory and not merely directory, and the following terms shall be deemed to have the meaning indicated below:

Agricultural Use: Operations for the production of agricultural or horticultural crops, including but not limited to livestock, livestock products, poultry, poultry products, grain, hay, pastures, soybeans, tobacco, timber, orchard fruits, vegetables,



flowers, or ornamental plants, including provision for dwellings for persons and their families who are engaged in the above agricultural use on their tract.

Bulky Waste: Non-putrescible solid waste materials from dwelling units which are either too large or too heavy to be safely and conveniently loaded into solid waste transportation vehicles by one (1) person.

Cabinet: The Natural Resources and Environmental Protection Cabinet of the Commonwealth of Kentucky.

Collection: Removal of solid waste from the designated pick-up location to the transfer vehicle.

Commercial Solid Waste: Solid waste produced from any non-residential activity involving business or commerce, which is not demolition, construction or agricultural waste.

County: The County of Hardin, Kentucky.

Demolition and Construction Waste: Waste resulting from the construction, remodeling, repair, and demolition of structures and roads, and for the disposal of uncontaminated solid waste consisting of vegetation resulting from land clearing and grubbing, utility line maintenance, and seasonal and storm related cleanup.

Director: The director of the Solid Waste Management Program of the County shall be the person nominated by the Hardin County Judge/Executive and approved by the Hardin County Fiscal Court.

Disposal: The discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste or hazardous waste into or on any land or water so that such solid waste or hazardous waste or any constituent thereof may enter the environment, be emitted into the air or be discharged into any water, including groundwater's.

Dwelling Unit: Any room or group of rooms located within a structure and forming a single habitable unit with facilities which are used or are intended to be used for living, sleeping, cooking and eating.

Franchisee: The company that contracts for household solid waste collection and disposal for the area within unincorporated Hardin County by a duly approved franchise agreement.

Hardin County Solid Waste Appeal Board: A board or commission of the Hardin County Fiscal Court consisting of three (3) members nominated by the Hardin County Judge/Executive and approved by the Hardin County Fiscal Court. The three members shall consist of the following: (1) The chairperson of the Solid Waste Committee of the Hardin County Fiscal Court; (2) A representative of the collector franchised pursuant to this Ordinance; and (3) a citizen of the unincorporated area of Hardin County.

Hazardous Waste: Any discarded material or material intended to be discarded or substance or combination of such substances intended to be discarded, in any form which because of its quantity, concentration or physical, chemical or infectious characteristics may cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

Occupant: Any person who, alone or jointly or severally with others, shall be in actual possession of any dwelling unit or any other improved real property, either as an owner or as a tenant.

Open Burning: Burning of any matter in such manner that the combustion resulting from burning is emitted directly into the outdoor atmosphere without passing through a stack or chimney.

Open Dump: Any facility or site for the disposal of solid waste which does not have a valid permit issued by the Cabinet and/or the County does not meet the environmental performance standards for a sanitary landfill under regulations promulgated by the Cabinet.

Owner: That person or persons, or any other legal entity authorized under Kentucky law to hold title to real property, identified as the title holder to any particular piece of property as determined by the Property Tax Roll listing maintained by the Hardin County Property Valuation Administrator.

Person: An individual, trust, firm, joint stock company, corporation (including a government corporation), partnership, association, federal agency, state agency, city, commission, political subdivision of the State of Kentucky, or any interstate body.

Processing: Incinerating, composting, baling, shredding, salvaging, compacting and other processes whereby solid waste containers are modified or solid waste quantity is reduced.

Residential Dwelling Unit: A building or portion thereof, providing complete housekeeping facilities for one (1) person or one (1) family.

Residential Solid Waste: Solid waste resulting from dwelling units.

Recycling: Means any treatment process for the reclamation of material or energy from waste.

Sanitary Landfill: A permitted facility for the disposal of solid waste which complies with the “environmental performance standards” specified in 401 KAR 47:030.

Sludge: Any solid, semi-solid, or liquid waste generated from a municipal, commercial, or industrial waste water treatment plant, water supply treatment plant, or air pollution control facility exclusive of the treated effluent from a wastewater treatment plant or any other such waste having similar characteristics and effects.

Solid Waste: Any garbage, refuse, sludge and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from any residential use, but does not include industrial, commercial, mining (including coal mining waste, coal mining by-products, refuse and overburden), agricultural operations, and from community activities, and further does not include solid or dissolved material in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, as amended (86 Stat. 880), or source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954, as amended (68 Stat. 923) or recycling material or yard wastes.

Storage: Keeping, maintaining or storing solid waste from the time of its production until the time of its recollection.

Transfer: The placement of solid waste from smaller collection vehicles into larger vehicles from transportation to immediate or final disposal facilities.

Transportation: The transporting of solid waste from the place of collection or processing to a solid waste processing facility or permitted solid waste disposal site.

Yard Wastes: Grass clippings, leaves, tree trimmings, and shrub trimmings.

### SECTION III STORAGE OF SOLID WASTE

#### A. Storage Containers Required

The occupant of every residential dwelling unit generating solid waste within the County shall utilize the waste containers provided by the Franchisee for the storage of all solid waste except bulky waste to serve each residential dwelling unit; and to maintain such solid waste containers in good repair at all times.

#### B. Solid Waste to be Stored in a Manner Prescribed by Ordinance

The occupant of every residential dwelling unit shall place all solid waste containers and the area surrounding them in a clean, neat, and sanitary condition at all times. Solid waste shall be stored in a manner that will be kept free from insect and rodent infestation and will not create a fire hazard.

#### C. Air Tight Containers

No owner, occupant, tenant or lessee of any building or dwelling may leave outside the dwelling or building, in a place accessible particularly to children, any abandoned or unattended white goods (i.e., icebox, refrigerator, or other receptacle that has an airtight door) without first removing the door.

#### D. Storage Containers Not in Compliance

Solid Waste containers other than those provided by the Franchisee will not be collected. Non-collection based upon noncompliant storage containers will not result in a bill credit or be an exception to mandatory solid waste collection.

## SECTION IV COLLECTIONS OF SOLID WASTE

### A. County Responsibility

The County shall provide for the collection of all solid waste, except as otherwise provided in this ordinance, for every residential dwelling generating solid waste within the unincorporated areas of the County. The County may provide for the collection service as herein provided with its own equipment and employees, or by agreeing, contracting or issuing a franchise to any person, partnership, corporation, commercial entity, other governmental entities or a combination thereof for the entire County or portions thereof, as deemed by the Hardin County Fiscal Court to be in the best interest of the County. Any such agreement, contract or franchise shall be approved by the Hardin County Fiscal Court as required by law and shall require disposal of all non-medical solid and bulky waste at the Pearl Hollow Landfill.

All agreements, contracts and franchises existing on January 1, 2012 that allow disposal of non-medical solid and bulky waste at a site other than Pearl Hollow Landfill shall be permitted to continue until the expiration of their current contract term at which time all agreements, contracts or franchises shall require disposal of non-medical solid and bulky waste at Pearl Hollow Landfill. Any alteration, modification, or amendment to solid waste agreements, contracts or franchises shall include disposal of non-medical solid and bulky waste at Pearl Hollow Landfill.

### B. Mandatory Collection

Every residential dwelling generating solid waste within the unincorporated areas of the County, except as set forth in Section VIII herein shall exclusively utilize and

subscribe to the collection service as herein provided within 90 days of the availability date declared and advertised by the Hardin County Fiscal Court.

C. Collection Points

Points of collection of solid waste shall be from the roadside or curbside within public rights of way or other suitable locations. "Public rights of way" means a right of way of a roadway that is publicly maintained by a state, county or city government entity. The Franchisee may, but is not required to, collect from the right of way of a roadway that is privately maintained if the roadway is maintained in a suitable condition considering the safety of the Franchisee's employees and the maintenance of Franchisee's equipment. In general, solid waste generated by residential uses shall be placed along the roadside or curbside fronting the subject property not more than twelve (12) hours before collection. All reusable storage containers shall be removed from the roadside or curbside by the generator within twelve (12) hours after collection.

D. Special Collections

The County shall establish the regulations, programs or contracts for the timely collection of liquid wastes, bulky wastes (e.g. major appliances, furniture, etc.), tires, construction and demolition wastes, dead animals, and batteries generated within the County.

E. Collection Frequency

All residential solid waste, other than bulky waste, shall be collected at least once weekly.

F. Ownership of Solid Waste

All solid waste placed in authorized storage containers defined in Section III and placed at the point of collection defined in Section IV (C), shall cease being the property of the individual who placed it or on whose behalf it was placed there.

Collector's Responsibility Defined

Solid waste collectors operating within the County as herein provided shall be responsible for the collection of solid waste and bulky waste from collection points to a transportation vehicle, provided solid waste is stored in compliance with provisions set forth in this ordinance. Spillage or litter that is located within six (6) feet of the provided receptacle(s), caused as a result of the duties of the solid waste collector, shall be collected and placed in the transportation vehicle by the collector. Solid waste collectors shall provide collection services as herein provided regardless of the payment for said services.

G. Prohibitions

The following waste may not be deposited in Franchisee provided solid waste containers defined in Section III:

1. Human, medical or otherwise hazardous waste;
2. Liquid wastes;
3. Bulky wastes as herein defined;
4. Tires;
5. Construction and demolition wastes;
6. Dead animals;
7. Any burning or smoldering materials or any other materials that would create a fire hazard; or
8. Batteries
9. Non-residential solid waste



## SECTION V DISPOSAL OF SOLID WASTE

### A. Open Burning

Open burning of solid waste, hazardous waste or bulky waste is prohibited.

### B. Open Dumping

Open dumping of solid waste, including bulky waste, on all lands (i.e. roadsides, hollows, rivers, streams, lakes, etc.) by any person is prohibited by KRS 224.835 and this Ordinance.

### C. Disposal Sites

All solid waste, including bulky waste, collected within the geographical boundaries of Hardin County, shall be disposed of at the Pearl Hollow Landfill. This disposal requirement is binding upon all agreements, contracts or franchise agreements issued by the incorporated cities within Hardin County.

### D. Hazardous Wastes

As defined within this ordinance, hazardous waste will require special handling and shall be disposed of only in a manner authorized by state and/or federal regulations.

## SECTION VI CONTRACTING OR FRANCHISING

### A. Contract or Franchise Requirement

No person may engage in the business of solid waste collection in the County, except as provided in Section VIII (dumpster use) unless he holds a contract or franchise issued by the Hardin County Fiscal Court authorizing him to collect, transport, and dispose of residential solid wastes and describing the area for which the contract or franchise is issued.

B. Establishment of a Franchise

The County shall determine the area for which a contract or franchise is granted.

C. Granting a Contract or Franchise

The Hardin County Fiscal Court may advertise and seek proposals for residential solid waste collection services. The Hardin County Fiscal Court may grant a contract or franchise only upon finding that the applicant will render prompt, efficient, and continuing service to the area for which the contract or franchise is granted and that the applicant has sufficient equipment and personnel to render service to all persons generating solid waste within the service area.

SECTION VII SERVICE CHARGES

A. County Operated Collection Service Fees

In the event the Hardin County Fiscal Court elects to provide for the collection of solid waste with its own equipment and employees as provided in this ordinance, the fees charged for such collection service shall be originally set and modified only by separate ordinance duly enacted by the Hardin County Fiscal Court.

Contract or Franchise Collection Service Fees

In the event the Hardin County Fiscal Court elects to contract or enter into a franchise with a third party for the collection of solid waste as provided in this ordinance, the fees charged for such collection service shall be originally set and modified only by separate resolution duly enacted by the Hardin County Fiscal Court after following the legal bidding procedures as required by Kentucky Revised Statute Chapter 424 and other applicable law.

#### Schedule of Service Fees

The schedule of fees for the collection of solid waste as provided by this ordinance and established by separate duly adopted agreement shall include the following:

1. A set weekly, monthly or yearly fee for each residential dwelling unit;
2. A set fee or a fee based on a per volume unit for the collection of bulky wastes (e.g., major appliances, furniture, etc.).
3. Weekly or monthly collection of recyclable materials via curbside service or drop-point collection.

#### **B. Payment and Collection of Service Fees**

1. The owner of the residential dwelling unit served by the collection of solid waste as herein provided shall be financially responsible for payment of the service fees established in accordance with this Ordinance. All service fees shall be paid within thirty (30) days of the notice due.
2. 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 Hardin County Fiscal Court hereby specifically reserves the right to require the Franchisee to be responsible for the billing and collection of service fees upon such terms and conditions contained in any such ordinance, franchise or contract.
3. The service fee shall be terminated for any residential dwelling unit upon presentation of satisfactory proof to the County or Franchisee that such premises is unoccupied and not generating any solid waste. The decision of the

County or Franchisee may be appealed to the Hardin County Solid Waste Appeals Board by any interested party. And the Board's decision shall be final unless appealed to a court of competent jurisdiction. It shall be the responsibility of the owner(s) of such premises to notify the County or Franchisee within five (5) days of renewed occupancy or generation of any solid waste and service fee shall commence. Occupancy for any part of a month shall constitute occupancy for an entire month.

4. The Franchisee shall allow a reduced rate for a residential household for the collection of solid waste which provides documentation of earning less the Federal poverty level guidelines as determined from time-to-time by the United States Department of Health and Human Services. The Franchisee shall promulgate an appropriate form, which shall be submitted to and supported by verified income for each adult living in the household that is requesting such exemption. The Franchisee shall approve or deny each application based solely upon this criterion and shall supply the County with a list of all current reduced rate households. The decision of the Franchisee to permit or deny an exemption may be appealed to the Hardin County Solid Waste Appeal Board whose decision shall be final unless appealed to a court of competent jurisdiction. An approved exemption shall be valid for a maximum period of one (1) year and a new application shall be required each year to receive the exemption. Any approved applicant who has an increase in income shall report same to the Franchisee within twenty (20) days of receipt of same.

## SECTION VIII DUMPSTER EXEMPTION PERMIT

A. Any owner of a residential based business may file an application with the Franchisee for a special permit exempting the applicant from the solid waste provisions of this ordinance based upon access to alternate disposal methods. The Franchisee shall promulgate an application form, which shall require the applicant to certify the following:

1. The name, address, driver's license number or employer identification number of the applicant;
2. The approximate volume and content of the solid waste generated by the applicant;
3. A description of the alternate disposal method proposed to be utilized by the applicant;
4. The name, address, or employer identification number of the certified commercial waste hauler responsible for the disposal of the applicant's solid waste, including a notarized statement from the person or entity acknowledging responsibility, term and method of disposal of the applicant's solid waste; and
5. Any other information reasonably necessary to review the application as determined by the Franchisee.

B. The Franchisee shall approve or deny each application in whole or in part based upon the following criteria:

1. Applications will be accepted during an enrollment period from October 1 through November 20. Applications received after November 20, but by December 31, will be charged a \$100 late fee paid to the Hardin County Treasurer's office. Applications will not be accepted after December 31.
2. Multiple owners of one (1) business: Only one of the owners can receive a dumpster exemption.
3. Multiple families: Only one (1) family can receive an exemption per dumpster.

4. Business or farm owned or rented dumpsters: If a business or farm owner's primary residence has access (access is defined as the residence being within approximately 200 yards of the dumpster) to the business or farm owned or rented dumpster, the owner (limited to his or her immediate household) can receive a dumpster exemption.
  5. Dump or garbage truck: If a business or farm owner has a dump truck (minimum gross vehicle weight rating of 15,000 pounds) and can provide receipts from Pearl Hollow Landfill verifying solid waste is properly disposed of there, can receive a dumpster exemption.
  6. Past due collections: Applicants with past due collections are not eligible for exemptions.
- C. Any interested party may appeal the decision of the Franchisee to the Hardin County Solid Waste Appeals Board whose decisions shall be final unless appealed to a court of competent jurisdiction.
- D. Any approved special permit shall be valid for a maximum period of one (1) year unless otherwise modified or revoked by the Franchisee based upon a change of circumstances or noncompliance.

#### SECTION X PROHIBITED PRACTICES

It shall be unlawful for any person to:

1. Dispose of solid waste by dumping same on any premises in the County with or without the consent of the owner of the premises;
2. Permit the dumping of solid waste on any property within the County;

3. Deposit solid waste in another solid waste container other than his own Franchisee-provided container with the intent of avoiding payment of the service charge required for solid waste collection and disposal;
4. Fail to have solid waste collected as provided in this ordinance;
5. Interfere in any manner with solid waste collection and transportation equipment or with solid waste collectors in the lawful performance of their duties as such, whether such equipment or collectors shall be those of the County or those of a solid waste collection agency operating under contract with the County;
6. Burn solid waste unless an approved incinerator is provided or unless a variance has been obtained from the appropriate air pollution control agency;
7. Dispose of dead animals in any container to be collected by the County or Franchisee;
8. Own or operate an open dump;
9. Dispose of solid waste at any facility or location which is not approved by the County and permitted by the Kentucky Department for Environmental Protection;
10. Engage in the business of collecting, transporting, processing, or disposing of solid waste within the unincorporated areas of the County without a contract or franchise agreement from the County, operate under an expired contract or franchise agreement, or operate after an agreement has been suspended or revoked or contract or franchise agreement cancelled; and, violate any section of this ordinance or a term of a duly adopted Franchise Agreement within the unincorporated areas of Hardin County.

If any part of this Ordinance shall be held invalid, such part shall be deemed severable and the invalidity thereof shall not affect the remaining parts of this Ordinance.

Given First Reading on this the 26<sup>th</sup> day of May, 2020.

Given Second Reading on this the 9<sup>th</sup> day of June, 2020.

Adopted on this the 9<sup>th</sup> day of June, 2020.

  
HARRY L. BERRY  
HARDIN CO. JUDGE/EXECUTIVE

Attested by:

  
DEBBIE DONNELLY  
HARDIN COUNTY COURT CLERK

Approved to as form:

  
JENNY OLDHAM  
HARDIN COUNTY ATTORNEY



ORDINANCE NO. 03 -- 1998 SERIES  
Amended December 18, 2000 - Ordinance #28-2000  
Amended September 21, 2009 - Ordinance #15-2009

AN ORDINANCE RELATING TO THE CREATION, SALE,  
CONVEYANCE AND ISSUANCE OF FRANCHISE RIGHTS  
FOR SOLID WASTE COLLECTION AND DISPOSAL IN  
THE CITY OF ELIZABETHTOWN, KENTUCKY; AND  
FOR ESTABLISHMENT OF REGULATIONS AND METHOD  
OF CHARGES FOR SUCH FRANCHISE RIGHTS.

BE IT ORDAINED by the City of Elizabethtown, Kentucky, that from and after the passage, approval and publication of this Ordinance as required by law, that there is hereby established a non-exclusive franchise for the collection and disposal of solid waste in the City of Elizabethtown, Kentucky.

**SECTION I - DEFINITIONS**

For the purpose of this Ordinance, the following words and phases shall have the meanings ascribed to them in this Section:

**Franchisee** - shall refer to any firm, company or individual to which a franchise is awarded.

**City** - shall mean the City of Elizabethtown.

**Premises** - shall mean land, building, or other structures, vehicles, watercraft or parts thereof, upon or in which refuse is stored.

**Solid Waste** - "Solid Waste" means any garbage, refuse, sludge, and other discarded material, including solid, liquid, semi-solid or contained gaseous material resulting from industrial, commercial or agricultural operation and from community activities, and

specifically including the following sub categories:

1. "Household solid waste" - means solid waste, including garbage and trash generated by single and multiple family residences, hotels, motels, bunkhouses, ranger stations, crew quarters, and recreational areas such as picnic areas, parks and camp grounds;
2. "Commercial solid waste" - means all types of solid waste generated by stores, offices, restaurants, warehouses, and other service and non-manufacturing activities;
3. "Industrial solid waste" - means solid waste generated by manufacturing or industrial processes including, but not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer or agricultural chemicals; food and related products or by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing/foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay and concrete products; textile manufacturing; transportation equipment and water treatment. "Industrial solid waste" may not include special waste as designated by KRS 224.50-760 and hazardous waste as designated by KRS 224.010-010(31)(b) which the Hardin County Recycling and Disposal Facility located at

Pearl Hollow is not permitted to receive or industrial waste where the disposal has previously been established by regulatory permit or by private contract.

"Solid Waste" does not include the following: 1. those materials including, but not limited to, sand, soil, rock, gravel, or bridge debris extracted as part of a public road construction project, 2. recovered material, 3. solid or dissolved material in domestic sewage, manure, crops, crop residue or a combination thereof which are placed on the soil for return to the soil as fertilizers or soil conditioners, 4. solid or dissolved material in irrigation return flows or industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, as amended (86 State. 923), 5. one acre or less construction/demolition debris contained within a site for the disposal of off-site generated waste as provided in KRS 224.40-120 and other applicable law.

**Residential Customer** - means those places used by persons as their place of residence, including private residences, apartment buildings, and mobile homes, including mobile homes located within a mobile home park.

**Non-Residential Customer** - means all other customers who are not residential customers.

## **SECTION II - FRANCHISING**

That as authorized by Chapter 163 and 164 of the Constitution

of the Commonwealth of Kentucky and Kentucky Revised Statute 82.082, franchise right or rights may be issued by the City for the collection and disposal of solid waste in the corporate limits of the City of Elizabethtown, Kentucky; such franchise right or rights shall be issued pursuant to this Ordinance at such times that are deemed necessary by the City and may be for such term, terms or optional periods fixed by the City, not to exceed 20 years.

Any firm or individual that collects and disposes solid waste in the City of Elizabethtown, Kentucky shall be required to obtain a franchise from the City of Elizabethtown and shall comply with all terms and conditions of the franchise. In addition, any firm or individual that collects and disposes of solid waste in the City of Elizabethtown shall obtain a City Business License and no such license shall be issued without a franchise agreement.

### **SECTION III - SOLICITATION OF FRANCHISE PROPOSALS**

That in order for such franchise to issue, the city shall cause to be advertised, as provided by law, solicitations for proposals. The City may accept additional proposals subsequent to the initial solicitation and any such proposals must meet with each and every one of the specified requirements of the franchise.

### **SECTION IV - PERFORMANCE REQUIREMENTS FOR FRANCHISEE(S)**

Liability insurance shall be provided by the franchisee for the protection of the City and City Officials, and to warrant the repair of any City infrastructure damaged by the franchisee in the performance of the franchise. The conditions and coverages for said liability insurance shall be as required by the solicitation for proposals.

A surety and/or letter of credit in the amount of \$25,000 dollars shall be provided by the franchisee for the faithful performance of the franchise and to warrant the repair of any City infrastructure damaged by the franchisee in the performance of the franchise.

If a letter of credit is submitted by the franchise, it must be issued by a financial institution which is duly licensed and insured and which is located within Hardin County. Said letter of credit must contain a promise to provide to the City 30 day notice of its intent to withdraw said letter. Said letter must be renewed annually.

In the event any franchisee is unable for any cause to maintain performance of the franchise in the judgment of the City or fails to make necessary repairs to City infrastructure damaged by the franchisee, the City shall have the right to terminate the franchise. However, such action shall not release the franchisee from its liability to the city for breach of the franchise agreement.

*(Amended by Ordinance No. 28-2000, passed December 18, 2000)*

#### **SECTION V - NON-INDUSTRIAL/INDUSTRIAL WASTE DISTINCTION**

The City shall expressly reserve the right to distinguish between household solid waste, commercial solid waste and/or industrial solid waste and award a franchise limited in whole or in part to household solid waste, commercial solid waste and/or industrial solid waste or may accept separate proposals for each and/or reserve the right to accept a proposal for a joint collection of each.

#### **SECTION VI - ACCEPTANCE OF PROPOSALS**

The City shall expressly reserve the right to reject any and all proposals, to accept any proposal in whole or in part, to waive any informalities and to accept the proposal(s) that appear to be the most advantageous and in the best interest of the citizens of the City of Elizabethtown, Kentucky.

#### **SECTION VII - PICK UP AND DISPOSAL**

The successful franchisee shall not pick-up commercial solid

waste within the corporate limits of the City between the hours of 12:00 a.m. and 5:00 a.m.

The successful franchisee shall dispose of all solid waste in the Hardin County Recycling and Disposal Facility located at Pearl Hollow. In the event this designation of the franchise is for any reason found illegal, invalid or unconstitutional, the City shall have the right to exercise its option to terminate the franchise.

*(Amended by Ordinance No. 15-2009, passed Sept. 21, 2009)*

#### **SECTION VIII - TERMINATION OF THE FRANCHISE**

The City may, at its discretion at any time during the term of the franchise, review the operation and charges of any solid waste collection and disposal services and may at its discretion, with just cause, terminate any franchise herein granted, upon 30 days notice. Additionally the franchise may be terminated upon five (5) days notice for serious violations, which the City in its sole discretion deems justifiable.

#### **SECTION IX - NOTICE**

A letter addressed and sent by certified United States Mail to any entity's business address shall be sufficient notice whenever required for any purpose in the franchise.

#### **SECTION X - ASSIGNMENT**

No franchise granted pursuant hereto shall be assigned or sublet in total or in part without the prior written consent of the City.

#### **SECTION XI - PROHIBITION - PRIVATE RESPONSIBILITY**

The franchisee shall be responsible for the sanitary condition of the premises occupied by him, and it shall be unlawful for any person to place, deposit or allow to be placed or deposited on his premises any waste, except as designated by the terms of this Ordinance.

#### **SECTION XII - METHOD OF COLLECTING CHARGES**

The charges for collection and disposal services shall be the same for each user receiving such service in the same area as fixed by the accepted proposal(s) and the responsibility for the collection of such charge shall be with the franchise holder who assumes the sole responsibility therefore without right of indemnification from the City of Elizabethtown, who is free of obligation therein.

#### **SECTION XIII - RIGHT TO REQUIRE PERFORMANCE**

The failure of the City at any time to require performance by any franchisee of any provisions of the franchise shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of provision or as a waiver of any provision itself.

#### **SECTION XIV - SEVERABILITY**

The franchise is granted pursuant to the laws of the Commonwealth of Kentucky relating to the granting of such rights



and privileges by the City of Elizabethtown, Kentucky, and if any article, section, sentence, clause or phrase of the agreement is for any reason held illegal, invalid or unconstitutional, then such invalidity shall not affect the validity of the agreement or any of the remaining portions. Any invalidity of any portion of this franchise agreement shall not abate, reduce or otherwise affect the obligations required of the franchisee.

#### **SECTION XV - AUTHORIZATION**

The Mayor of the City of Elizabethtown is hereby authorized and directed to prepare franchise terms and specifications, advertise for proposals and prepare franchise agreements for final approval.

All Ordinances or part of Ordinances in conflict herewith are hereby repealed to the extent of said conflict.

The within Ordinance shall take effect upon its final passage and publication, as required by law.

#### **SECTION XVI - PENALTIES**

Any person violating this ordinance may be cited for a civil offense pursuant to the Code Enforcement Board Ordinance and Fine Schedule. Each day of violation may be considered a separate occurrence. The civil fine shall be paid directly to the City of Elizabethtown. If the fine is not paid within thirty (30) days from the date of notification, then the City may recover said fine in a civil action in the court of proper jurisdiction. The City may also

obtain injunction or abatement order to insure compliance with this Ordinance.

The citing officer may at his or her discretion cite the offender to appear before the Code Enforcement Board (Ord #09-2003). Fine for the first offense shall be \$250.00, second offense shall be \$500.00 and all others shall be \$1,000.00.

*(Amended by Ordinance No. 15-2009, passed Sept. 21, 2009)*

INITIAL ORDINANCE ADOPTION March 16, 1998.

Section IV amended by Ordinance No. 28-2000, adopted on December 18, 2000

Section VII and Section XVI amended by Ordinance No. 15-2009, adopted on September 21, 2009

## CONTRACT AND FRANCHISE AGREEMENT

This Contract and Franchise Agreement made and entered into this 7th day of May, 2019, by and between City of Elizabethtown, Kentucky, by and through its duly elected City Council hereinafter referred to as City, and Waste Management, A Kentucky Corporation, hereinafter referred to as Franchisee.

WITNESSETH: Whereas City has heretofore adopted Ordinance No. 03-1998 and amended by Ordinance No. 28-2000 and Ordinance No. 15-2009, AN ORDINANCE RELATING TO THE CREATION, SALE, CONVEYANCE AND ISSUANCE OF FRANCHISE RIGHTS FOR SOLID WASTE COLLECTION AND DISPOSAL IN THE CITY OF ELIZABETHTOWN, KENTUCKY; AND FOR ESTABLISHMENT OF REGULATIONS AND METHOD OF CHARGES FOR SUCH FRANCHISE RIGHTS; and

WHEREAS, it is desired of both parties that the rights and obligations and terms and provisions of this Franchise Agreement be set out at length in this Agreement; and

WHEREAS, City has complied with Section 163 and Section 164 of the Kentucky Constitution and all applicable statutes concerning the letting of a franchise;

NOW, THEREFORE, for and in consideration of the mutual promises, agreements and covenants contained herein, the Parties do hereby contract, franchise and agree as follows, to wit:

### I. DEFINITIONS

For the purpose of this Agreement, the following words and phrases shall have the meaning ascribed to them in this Section:

City - shall mean City of Elizabethtown.

Franchisee - shall mean Waste Management

Premises - shall mean land, building, or other structures, vehicles, watercraft or parts thereof, upon or in which refuse is stored.

Solid Waste - "Solid Waste" means any garbage, refuse, sludge, and other discarded material, including solid, liquid, semi-solid

or contained gaseous material resulting from industrial, commercial or agricultural operation and from community activities, and specifically including the following sub categories:

1. "Household solid waste" - means solid waste, including garbage and trash generated by single and multiple family residences, hotels, motels, bunkhouses, ranger stations, crew quarters, and recreational areas such as picnic areas, parks and camp grounds;

2. "Commercial solid waste" - means all types of solid waste generated by stores, offices, restaurants, warehouses, and other service and non-manufacturing activities;

3. "Industrial solid waste" - means solid waste generated by manufacturing or industrial processes including, but not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer or agricultural chemicals; food and related products or by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing/foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay and concrete products; textile manufacturing; transportation equipment and water treatment. "Industrial solid waste" may not include special waste as designated by KRS 224.50-760 and hazardous waste as designated by KRS 224.010-010(31)(b) which the Hardin County Recycling and Disposal Facility located at Pearl Hollow is not permitted to receive or industrial waste where the disposal has previously been established by regulatory permit or by private contract.

"Solid Waste" does not include the following: 1. those materials including, but not limited to, sand, soil, rock, gravel, or bridge debris extracted as part of a public road construction project, 2. recovered material, 3. solid or dissolved material in domestic

sewage, manure, crops, crop residue or a combination thereof which are placed on the soil for return to the soil as fertilizers or soil conditioners, 4. solid or dissolved material in irrigation return flows or industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, as amended (86 State. 923), 5. One acre or less construction/demolition debris contained within a site for the disposal of off-site generated waste as provided in KRS 224.40-120 and other applicable law.

Residential Customer - hereby defined to be those places used by persons as their place of residence, including private residences, apartment buildings, and mobile homes, including mobile homes located within a mobile home park.

#### II. GRANT OF FRANCHISE

The city does hereby grant unto the Franchisee the non-exclusive franchise and right to pick up, collect and transport garbage and solid waste for residential and commercial customers within the incorporated limits of City of Elizabethtown, Kentucky; this franchise and right being subject to all conditions, terms and obligations as hereinbefore and hereinafter set out, and as set out in the Ordinances hereinbefore adopted by the City relating hereto, not inconsistent herewith, and as specified in the Solicitation for Proposals, and as indicated in the Franchisee's Qualifications.

#### III. STIPULATION CONCERNING RESIDENTIAL AND COMMERCIAL CUSTOMERS

It is expressly agreed and understood between the parties hereto that this is a non-exclusive franchise for the right to serve residential and commercial customers, the right to contract with and provide services to industrial entities by the franchisee being unaffected.

#### IV. TERM OF FRANCHISE

The term of this franchise shall be for a period of five (5) years beginning on May 1st, 2019, and ending on May 1, 2024,

unless terminated by the City prior to the end of the term in accordance with the conditions of this franchise.

V. METHOD OF CHARGES

The Franchisee shall have the right to render charges for services rendered to each residential and commercial customer receiving said services, and the charges shall not arbitrary, unreasonable or unjustly discriminatory, provided however, that the Franchisee may differentiate among customers' charges based upon the density of population and other relevant factors.

A copy of the Franchisee's schedule of rates shall be at all times kept on file in the office of the Franchisee. Any modification of rates shall not be put into effect until thirty (30) days after notification and copy of rate schedule is filed with the City of Elizabethtown.

VI. FREQUENCY AND VICINITY OF SERVICE

The Franchisee shall service each residential customer at least once a week, and for commercial collection, daily or as otherwise negotiated between Franchisee and customer. The Franchisee shall serve any customer located on any City, County, State or Federal highway who desires service in the area in which a franchise is awarded. The Franchisee shall be responsible for pick-up of all solid waste at the publicly maintained street in front of each residence or other approved access, and at such location for each non-residential customer as agreed upon between the non-residential customers and Franchisee.

VII. RECYCLING INFORMATION REQUIRED OF FRANCHISE

The Franchisee shall provide, on an annual basis, information to all customers regarding recycling services available either by the Franchisee or others, and the costs and terms for such service if available from the Franchisee.

VIII. EQUIPMENT STANDARDS

The Franchisee shall be an independent agency solely responsible for the purchase, maintenance and servicing of its

equipment, and shall furnish all labor, tools and equipment necessary for the operation of the collection and disposal system, and be responsible for the maintenance thereof, and shall provide an adequate number of standard collection/disposal vehicles. Each vehicle must be kept in good repair and appearance and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side, the name and phone number of the Franchisee, but shall not make reference to the City of Elizabethtown.

IX. COMPLIANCE

The Franchisee shall comply with all applicable state, national and local laws, ordinances and regulations of the Commonwealth of Kentucky, Natural Resources and Environmental Protection, Kentucky State Department of Health and the Hardin County Board of Health.

X. DISPOSAL OF WASTE

The Franchisee shall dispose of all solid waste in the Hardin County Recycling and Disposal Facility located at Pearl Hollow. The Franchisee shall be required to pay any charges for disposal as any other landfill customer. In the event this designation of the franchise is for any reason found illegal, invalid or unconstitutional, the City shall have the right to exercise its option to terminate this franchise.

XI. PERFORMANCE REQUIREMENTS FOR FRANCHISEE(S)

The Franchisee shall be required to furnish a surety and/or letter of credit for the faithful performance of the franchise in the amount of \$25,000.00, said surety and/or letter of credit to be executed by a surety company licensed to do business in the Commonwealth of Kentucky, and no officer, agent, elected official or employee of the City shall be individually or personally liable with respect to any obligations of the City or Franchisee contained in this franchise or anything relating to this franchise.

## XII. LIABILITY INSURANCE REQUIRED

The Franchisee further agrees to obtain and keep continuously in effect public liability insurance with an insurance company approved by the City; with the policy to be in a form satisfactory to the City, and the coverage represented by said policy or policies shall be for the protection of the City, its commissioners, officers, agents and employees and officials against liability for loss or damage, for bodily injury, death or property damage, occasioned by the activities of the Franchisee under the franchise, with a minimum liability limits under the policy to be \$500,000.00 for personal injury or death of any one person, and \$1,000,000.00 for personal injury or death of two or more persons in any one occurrence, and \$1,000,000.00 for damage to property as the result of any one occurrence. Further, the Franchisee shall carry comprehensive automobile liability insurance with policy limits of \$500,000.00 for bodily injury or death of any one person and \$1,000,000.00 for personal injury or death of two or more persons in any one occurrence and \$1,000,000.00 for damage to property as a result of any one occurrence. Additional persons shall be added as insured subject to the same provisions at the request of the City. Proof of such insurance shall be furnished by the Franchisee to the City by certificate of insurance with a minimum cancellation term of thirty (30) days, said time to commence after delivery of said notices to the City at the address of City Hall.

## XIII. WORKMAN'S COMPENSATION INSURANCE

The Franchisee, if required by the provisions of the Workman's Compensation Act of Kentucky, shall carry in a company authorized to transact business in the State of Kentucky, a policy of insurance fulfilling all requirements of occupational disease.

## XIV. RECORD KEEPING REQUIRED

The Franchisee shall keep records of all customers served pursuant to this franchise and shall provide to the city such



information reasonably necessary as required by the Hardin County Solid Waste Management Plan of Division of Waste Management, Commonwealth of Kentucky and to facilitate future collection services. The customer list (names and addresses) accumulated pursuant to this franchise shall not constitute propriety information of the Franchisee. The City shall have the right to inspect or audit such records at any time.

XV. RIGHT OF CITY TO TERMINATE FRANCHISE

The City may at its discretion at any time during the term of this franchise review the operations of any garbage collection service and may at its discretion, with just cause, terminate any franchise herein granted, upon thirty (30) days notice, additionally the within contract may be terminated upon five (5) days notice for serious violations, which the City in its sole discretion deems justifiable.

XVI. BANKRUPTCY

This Agreement shall terminate in the case of bankruptcy, voluntary or involuntary or insolvency of the Franchisee. The time of termination in the event of bankruptcy shall be the day and time of filing of the petition of bankruptcy.

XVII. NOTIFICATIONS

A letter addressed and sent by certified United States Mail to either party to its business address shown hereinafter shall be sufficient notice whenever required for any purpose in this Agreement.

XVIII. SUBLETTING OF FRANCHISE

No franchise granted pursuant hereto shall be assigned or sublet in total or in part without the prior written consent of the City.

XIX. RESPONSIBILITY FOR COLLECTION OF FEES

It is agreed that the responsibility for the collection of charges shall be with the Franchisee, who assumes the sole responsibility therefore without rights of indemnification from the

Council or City of Elizabethtown, who is free from obligation therein.

XX. RIGHTS OF CITY TO REQUIRE PERFORMANCE RESERVED

The failure of the City at any time to require performance by the Franchisee of any provisions of the franchise or agreement shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provisions hereof be taken or held to be a waiver of any provision itself.

XXI. DUTY OF FRANCHISEE TO COMPLY WITH REFERENCE DOCUMENTS

The Franchisee shall comply with all of its respective requirements and duties pursuant to the Ordinances referred to herein and the Specifications in conformity therewith, and the Franchisee's submittals for this Franchise Agreement, all by which references is made a part hereof as though fully set out herein, not in conflict with or contradictory to any or all of the terms or conditions set out in the franchise.

XXII. INDEMNIFICATION

The Franchisee shall indemnify and defend the city, it officers, agents, officials and any and all other public agencies and their members, officers, agents and employees, against any and all liability for injury to or death of any person, or damage to any property or person caused by the Franchisee, its officers, agents or employees, in the construction, operation or maintenance of its property arising out of the exercise of any right or privilege under the franchise, only if caused by Rumpke's negligence.

XXIII. SEVERABILITY

This franchise is granted pursuant to the laws of the Commonwealth of Kentucky relating to the granting of such rights and privileges by City of Elizabethtown, Kentucky, and if any article, section, sentence, clause or phrase of the Agreement is for any reason illegal, invalid or unconstitutional, then such invalidity shall not effect the validity of the Agreement or any of

the remaining portions. Any validity of any portion of this franchise agreement shall not abate, reduce or otherwise affect the obligations required of the Franchisee.

By acceptance of this franchise, the Franchisee agrees that it will not at any time set up against the City of any official thereof in any claim or proceeding any condition of term of this franchise as unreasonable, arbitrary, void or that the City had no authority or power to make such terms or condition, but shall be required to accept the validity of the terms and conditions of this franchise in its entirety.

XXIV. FRANCHISE FEE

In consideration of this franchise, the Franchisee shall pay to the City as consideration \$100 annually due and payable on the anniversary of the initiation of this Franchise Agreement.

XXV. ACCEPTANCE OF AGREEMENT

The Franchisee hereby accepts this Contract and Franchise Agreement and agrees to be bound by and required to carry out all the terms and conditions of this franchise.

XXVI. WAIVER OF RECOURSE FOR FAILURE OF CITY

The Franchisee shall have no recourse whatsoever against the City or its officials for any loss, costs or expenses or damage arising out of any of the provisions or requirements of this Contract and Franchise Agreement or because of the enforcement thereof by City, nor for the failure of City to have the authority to grant all or any part of this Contract and Franchise Agreement.

XXVII. ACKNOWLEDGMENT OF INVESTIGATION AND UNDERSTANDING OF TERMS

Franchisee expressly acknowledges upon accepting this franchise that Franchisee did so relying upon its own investigation and understanding of the power and authority of the City to grant this Contract and Franchise Agreement.

XXVIII. ACKNOWLEDGMENT OF INDUCEMENT


By acceptance of this Contract and Franchise Agreement, the

Franchisee acknowledges that it has not been induced to enter into this Contract and Franchise Agreement by any understanding or promise or other statement, whether verbal or written, by and on behalf of City or any other third person concerning any term or condition of this franchise, not expressed herein.

XXIX. ACKNOWLEDGMENT OF TERMS

Franchisee further acknowledges by the acceptance of this Contract and Franchise Agreement that it has carefully read the terms and conditions hereof, and is willing to and does accept all the risks of the meaning of such terms and conditions agreed hereof, and agrees that be and there is any ambiguity therein or in the event of any dispute over the meaning thereof, the same should be construed strictly against the Franchisee and in favor of the City.

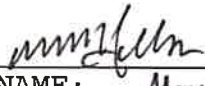
  
\_\_\_\_\_  
JEFFREY H. GREGORY, MAYOR  
CITY OF ELIZABETHTOWN

  
\_\_\_\_\_  
NAME/TITLE: Andy Reynolds, Gov't Affairs Manager  
FRANCHISEE: Waste Management of KY  
\_\_\_\_\_

ATTEST:

  
\_\_\_\_\_  
JESSICA GRAHAM, CITY CLERK  
CITY OF ELIZABETHTOWN

ATTEST:

  
\_\_\_\_\_  
NAME: Michael Fuller  
TITLE: Sewing Dist. Mgr.  
\_\_\_\_\_

## CONTRACT AND FRANCHISE AGREEMENT

This Contract and Franchise Agreement made and entered into this 1<sup>st</sup> day of MAY, 2019, by and between City of Elizabethtown, Kentucky, by and through its duly elected City Council hereinafter referred to as City, and Red River Waste Solutions LP, A Texas Corporation, hereinafter referred to as Franchisee.

WITNESSETH: Whereas City has heretofore adopted Ordinance No. 03-1998 and amended by Ordinance No. 28-2000 and Ordinance No. 15-2009, AN ORDINANCE RELATING TO THE CREATION, SALE, CONVEYANCE AND ISSUANCE OF FRANCHISE RIGHTS FOR SOLID WASTE COLLECTION AND DISPOSAL IN THE CITY OF ELIZABETHTOWN, KENTUCKY; AND FOR ESTABLISHMENT OF REGULATIONS AND METHOD OF CHARGES FOR SUCH FRANCHISE RIGHTS; and

WHEREAS, it is desired of both parties that the rights and obligations and terms and provisions of this Franchise Agreement be set out at length in this Agreement; and

WHEREAS, City has complied with Section 163 and Section 164 of the Kentucky Constitution and all applicable statutes concerning the letting of a franchise;

NOW, THEREFORE, for and in consideration of the mutual promises, agreements and covenants contained herein, the Parties do hereby contract, franchise and agree as follows, to wit:

### I. DEFINITIONS

For the purpose of this Agreement, the following words and phrases shall have the meaning ascribed to them in this Section:

City - shall mean City of Elizabethtown.

Franchisee - shall mean Red River Waste Solutions LP

Premises - shall mean land, building, or other structures, vehicles, watercraft or parts thereof, upon or in which refuse is stored.

Solid Waste - "Solid Waste" means any garbage, refuse, sludge,

and other discarded material, including solid, liquid, semi-solid or contained gaseous material resulting from industrial, commercial or agricultural operation and from community activities, and specifically including the following sub categories:

1. "Household solid waste" - means solid waste, including garbage and trash generated by single and multiple family residences, hotels, motels, bunkhouses, ranger stations, crew quarters, and recreational areas such as picnic areas, parks and camp grounds;
2. "Commercial solid waste" - means all types of solid waste generated by stores, offices, restaurants, warehouses, and other service and non-manufacturing activities;
3. "Industrial solid waste" - means solid waste generated by manufacturing or industrial processes including, but not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer or agricultural chemicals; food and related products or by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing/foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay and concrete products; textile manufacturing; transportation equipment and water treatment. "Industrial solid waste" may not include special waste as designated by KRS 224.50-760 and hazardous waste as designated by KRS 224.010-010(31)(b) which the Hardin County Recycling and Disposal Facility located at Pearl Hollow is not permitted to receive or industrial waste where the disposal has previously been established by regulatory permit or by private contract.

"Solid Waste" does not include the following: 1. those materials including, but not limited to, sand, soil, rock, gravel, or bridge debris extracted as part of a public road construction project, 2.

recovered material, 3. solid or dissolved material in domestic sewage, manure, crops, crop residue or a combination thereof which are placed on the soil for return to the soil as fertilizers or soil conditioners, 4. solid or dissolved material in irrigation return flows or industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, as amended (86 State. 923), 5. One acre or less construction/demolition debris contained within a site for the disposal of off-site generated waste as provided in KRS 224.40-120 and other applicable law.

Residential Customer - hereby defined to be those places used by persons as their place of residence, including private residences, apartment buildings, and mobile homes, including mobile homes located within a mobile home park.

## II. GRANT OF FRANCHISE

The city does hereby grant unto the Franchisee the non-exclusive franchise and right to pick up, collect and transport garbage and solid waste for residential and commercial customers within the incorporated limits of City of Elizabethtown, Kentucky; this franchise and right being subject to all conditions, terms and obligations as hereinbefore and hereinafter set out, and as set out in the Ordinances hereinbefore adopted by the City relating hereto, not inconsistent herewith, and as specified in the Solicitation for Proposals, and as indicated in the Franchisee's Qualifications.

## III. STIPULATION CONCERNING RESIDENTIAL AND COMMERCIAL CUSTOMERS

It is expressly agreed and understood between the parties hereto that this is a non-exclusive franchise for the right to serve residential and commercial customers, the right to contract with and provide services to industrial entities by the franchisee being unaffected.

## IV. TERM OF FRANCHISE

The term of this franchise shall be for a period of five (5)

years beginning on \_\_\_\_\_ , 2019, and ending on May 1, 2024, unless terminated by the City prior to the end of the term in accordance with the conditions of this franchise.

V. METHOD OF CHARGES

The Franchisee shall have the right to render charges for services rendered to each residential and commercial customer receiving said services, and the charges shall not arbitrary, unreasonable or unjustly discriminatory, provided however, that the Franchisee may differentiate among customers' charges based upon the density of population and other relevant factors.

A copy of the Franchisee's schedule of rates shall be at all times kept on file in the office of the Franchisee. Any modification of rates shall not be put into effect until thirty (30) days after notification and copy of rate schedule is filed with the City of Elizabethtown.

VI. FREQUENCY AND VICINITY OF SERVICE

The Franchisee shall service each residential customer at least once a week, and for commercial collection, daily or as otherwise negotiated between Franchisee and customer. The Franchisee shall serve any customer located on any City, County, State or Federal highway who desires service in the area in which a franchise is awarded. The Franchisee shall be responsible for pick-up of all solid waste at the publicly maintained street in front of each residence or other approved access, and at such location for each non-residential customer as agreed upon between the non-residential customers and Franchisee.

VII. RECYCLING INFORMATION REQUIRED OF FRANCHISE

The Franchisee shall provide, on an annual basis, information to all customers regarding recycling services available either by the Franchisee or others, and the costs and terms for such service if available from the Franchisee.

VIII. EQUIPMENT STANDARDS



The Franchisee shall be an independent agency solely responsible for the purchase, maintenance and servicing of its equipment, and shall furnish all labor, tools and equipment necessary for the operation of the collection and disposal system, and be responsible for the maintenance thereof, and shall provide an adequate number of standard collection/disposal vehicles. Each vehicle must be kept in good repair and appearance and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side, the name and phone number of the Franchisee, but shall not make reference to the City of Elizabethtown.

IX. COMPLIANCE

The Franchisee shall comply with all applicable state, national and local laws, ordinances and regulations of the Commonwealth of Kentucky, Natural Resources and Environmental Protection, Kentucky State Department of Health and the Hardin County Board of Health.

X. DISPOSAL OF WASTE

The Franchisee shall dispose of all solid waste in the Hardin County Recycling and Disposal Facility located at Pearl Hollow. The Franchisee shall be required to pay any charges for disposal as any other landfill customer. In the event this designation of the franchise is for any reason found illegal, invalid or unconstitutional, the City shall have the right to exercise its option to terminate this franchise.

XI. PERFORMANCE REQUIREMENTS FOR FRANCHISEE(S)

The Franchisee shall be required to furnish a surety and/or letter of credit for the faithful performance of the franchise in the amount of \$25,000.00, said surety and/or letter of credit to be executed by a surety company licensed to do business in the Commonwealth of Kentucky, and no officer, agent, elected official or employee of the City shall be individually or personally liable with respect to any obligations of the City or Franchisee contained in this franchise or anything relating to this franchise.

## XII. LIABILITY INSURANCE REQUIRED

The Franchisee further agrees to obtain and keep continuously in effect public liability insurance with an insurance company approved by the City; with the policy to be in a form satisfactory to the City, and the coverage represented by said policy or policies shall be for the protection of the City, its commissioners, officers, agents and employees and officials against liability for loss or damage, for bodily injury, death or property damage, occasioned by the activities of the Franchisee under the franchise, with a minimum liability limits under the policy to be \$500,000.00 for personal injury or death of any one person, and \$1,000,000.00 for personal injury or death of two or more persons in any one occurrence, and \$1,000,000.00 for damage to property as the result of any one occurrence. Further, the Franchisee shall carry comprehensive automobile liability insurance with policy limits of \$500,000.00 for bodily injury or death of any one person and \$1,000,000.00 for personal injury or death of two or more persons in any one occurrence and \$1,000,000.00 for damage to property as a result of any one occurrence. Additional persons shall be added as insured subject to the same provisions at the request of the City. Proof of such insurance shall be furnished by the Franchisee to the City by certificate of insurance with a minimum cancellation term of thirty (30) days, said time to commence after delivery of said notices to the City at the address of City Hall.

## XIII. WORKMAN'S COMPENSATION INSURANCE

The Franchisee, if required by the provisions of the Workman's Compensation Act of Kentucky, shall carry in a company authorized to transact business in the State of Kentucky, a policy of insurance fulfilling all requirements of occupational disease.

## XIV. RECORD KEEPING REQUIRED

The Franchisee shall keep records of all customers served pursuant to this franchise and shall provide to the city such

information reasonably necessary as required by the Hardin County Solid Waste Management Plan of Division of Waste Management, Commonwealth of Kentucky and to facilitate future collection services. The customer list (names and addresses) accumulated pursuant to this franchise shall not constitute propriety information of the Franchisee. The City shall have the right to inspect or audit such records at any time.

XV. RIGHT OF CITY TO TERMINATE FRANCHISE

The City may at its discretion at any time during the term of this franchise review the operations of any garbage collection service and may at its discretion, with just cause, terminate any franchise herein granted, upon thirty (30) days notice, additionally the within contract may be terminated upon five (5) days notice for serious violations, which the City in its sole discretion deems justifiable.

XVI. BANKRUPTCY

This Agreement shall terminate in the case of bankruptcy, voluntary or involuntary or insolvency of the Franchisee. The time of termination in the event of bankruptcy shall be the day and time of filing of the petition of bankruptcy.

XVII. NOTIFICATIONS

A letter addressed and sent by certified United States Mail to either party to its business address shown hereinafter shall be sufficient notice whenever required for any purpose in this Agreement.

XVIII. SUBLETTING OF FRANCHISE

No franchise granted pursuant hereto shall be assigned or sublet in total or in part without the prior written consent of the City.

XIX. RESPONSIBILITY FOR COLLECTION OF FEES

It is agreed that the responsibility for the collection of charges shall be with the Franchisee, who assumes the sole responsibility therefore without rights of indemnification from the

Council or City of Elizabethtown, who is free from obligation therein.

XX. RIGHTS OF CITY TO REQUIRE PERFORMANCE RESERVED

The failure of the City at any time to require performance by the Franchisee of any provisions of the franchise or agreement shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provisions hereof be taken or held to be a waiver of any provision itself.

XXI. DUTY OF FRANCHISEE TO COMPLY WITH REFERENCE DOCUMENTS

The Franchisee shall comply with all of its respective requirements and duties pursuant to the Ordinances referred to herein and the Specifications in conformity therewith, and the Franchisee's submittals for this Franchise Agreement, all by which references is made a part hereof as though fully set out herein, not in conflict with or contradictory to any or all of the terms or conditions set out in the franchise.

XXII. INDEMNIFICATION

The Franchisee shall indemnify and defend the city, its officers, agents, officials and any and all other public agencies and their members, officers, agents and employees, against any and all liability for injury to or death of any person, or damage to any property or person caused by the Franchisee, its officers, agents or employees, in the construction, operation or maintenance of its property arising out of the exercise of any right or privilege under the franchise, only if caused by Rumpke's negligence.

XXIII. SEVERABILITY

This franchise is granted pursuant to the laws of the Commonwealth of Kentucky relating to the granting of such rights and privileges by City of Elizabethtown, Kentucky, and if any article, section, sentence, clause or phrase of the Agreement is for any reason illegal, invalid or unconstitutional, then such invalidity shall not effect the validity of the Agreement or any of

the remaining portions. Any validity of any portion of this franchise agreement shall not abate, reduce or otherwise affect the obligations required of the Franchisee.

By acceptance of this franchise, the Franchisee agrees that it will not at any time set up against the City of any official thereof in any claim or proceeding any condition of term of this franchise as unreasonable, arbitrary, void or that the City had no authority or power to make such terms or condition, but shall be required to accept the validity of the terms and conditions of this franchise in its entirety.

XXIV. FRANCHISE FEE

In consideration of this franchise, the Franchisee shall pay to the City as consideration \$100 annually due and payable on the anniversary of the initiation of this Franchise Agreement.

XXV. ACCEPTANCE OF AGREEMENT

The Franchisee hereby accepts this Contract and Franchise Agreement and agrees to be bound by and required to carry out all the terms and conditions of this franchise.

XXVI. WAIVER OF RECOURSE FOR FAILURE OF CITY

The Franchisee shall have no recourse whatsoever against the City or its officials for any loss, costs or expenses or damage arising out of any of the provisions or requirements of this Contract and Franchise Agreement or because of the enforcement thereof by City, nor for the failure of City to have the authority to grant all or any part of this Contract and Franchise Agreement.

XXVII. ACKNOWLEDGMENT OF INVESTIGATION AND UNDERSTANDING OF TERMS

Franchisee expressly acknowledges upon accepting this franchise that Franchisee did so relying upon its own investigation and understanding of the power and authority of the City to grant this Contract and Franchise Agreement.

XXVIII. ACKNOWLEDGMENT OF INDUCEMENT


By acceptance of this Contract and Franchise Agreement, the

Franchisee acknowledges that it has not been induced to enter into this Contract and Franchise Agreement by any understanding or promise or other statement, whether verbal or written, by and on behalf of City or any other third person concerning any term or condition of this franchise, not expressed herein.


XXIX. ACKNOWLEDGMENT OF TERMS

Franchisee further acknowledges by the acceptance of this Contract and Franchise Agreement that it has carefully read the terms and conditions hereof, and is willing to and does accept all the risks of the meaning of such terms and conditions agreed hereof, and agrees that be and there is any ambiguity therein or in the event of any dispute over the meaning thereof, the same should be construed strictly against the Franchisee and in favor of the City.


  
\_\_\_\_\_  
JEFFREY H. GREGORY, MAYOR  
CITY OF ELIZABETHTOWN

  
NAME/TITLE: \_\_\_\_\_  
FRANCHISEE: Red River Waste  
Solutions, LP

ATTEST:

  
\_\_\_\_\_  
JESSICA GRAHAM, CITY CLERK  
CITY OF ELIZABETHTOWN

ATTEST:

  
\_\_\_\_\_  
NAME: CHAKA WHITMAN  
TITLE: Accounting mgr

## CONTRACT AND FRANCHISE AGREEMENT

This Contract and Franchise Agreement made and entered into this 3 day of MAY, 2019, by and between City of Elizabethtown, Kentucky, by and through its duly elected City Council hereinafter referred to as City, and Rumpke of Kentucky, Inc., A Kentucky Corporation, hereinafter referred to as Franchisee.

WITNESSETH: Whereas City has heretofore adopted Ordinance No. 03-1998 and amended by Ordinance No. 28-2000 and Ordinance No. 15-2009, AN ORDINANCE RELATING TO THE CREATION, SALE, CONVEYANCE AND ISSUANCE OF FRANCHISE RIGHTS FOR SOLID WASTE COLLECTION AND DISPOSAL IN THE CITY OF ELIZABETHTOWN, KENTUCKY; AND FOR ESTABLISHMENT OF REGULATIONS AND METHOD OF CHARGES FOR SUCH FRANCHISE RIGHTS; and

WHEREAS, it is desired of both parties that the rights and obligations and terms and provisions of this Franchise Agreement be set out at length in this Agreement; and

WHEREAS, City has complied with Section 163 and Section 164 of the Kentucky Constitution and all applicable statutes concerning the letting of a franchise;

NOW, THEREFORE, for and in consideration of the mutual promises, agreements and covenants contained herein, the Parties do hereby contract, franchise and agree as follows, to wit:

### I. DEFINITIONS

For the purpose of this Agreement, the following words and phrases shall have the meaning ascribed to them in this Section:

City - shall mean City of Elizabethtown.

Franchisee - shall mean Rumpke of Kentucky, Inc.

Premises - shall mean land, building, or other structures, vehicles, watercraft or parts thereof, upon or in which refuse is stored.

Solid Waste - "Solid Waste" means any garbage, refuse, sludge,

and other discarded material, including solid, liquid, semi-solid or contained gaseous material resulting from industrial, commercial or agricultural operation and from community activities, and specifically including the following sub categories:

1. "Household solid waste" - means solid waste, including garbage and trash generated by single and multiple family residences, hotels, motels, bunkhouses, ranger stations, crew quarters, and recreational areas such as picnic areas, parks and camp grounds;
2. "Commercial solid waste" - means all types of solid waste generated by stores, offices, restaurants, warehouses, and other service and non-manufacturing activities;
3. "Industrial solid waste" - means solid waste generated by manufacturing or industrial processes including, but not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer or agricultural chemicals; food and related products or by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing/foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay and concrete products; textile manufacturing; transportation equipment and water treatment. "Industrial solid waste" may not include special waste as designated by KRS 224.50-760 and hazardous waste as designated by KRS 224.010-010(31)(b) which the Hardin County Recycling and Disposal Facility located at Pearl Hollow is not permitted to receive or industrial waste where the disposal has previously been established by regulatory permit or by private contract.

"Solid Waste" does not include the following: 1. those materials including, but not limited to, sand, soil, rock, gravel, or bridge debris extracted as part of a public road construction project, 2.



recovered material, 3. solid or dissolved material in domestic sewage, manure, crops, crop residue or a combination thereof which are placed on the soil for return to the soil as fertilizers or soil conditioners, 4. solid or dissolved material in irrigation return flows or industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, as amended (86 State. 923), 5. One acre or less construction/demolition debris contained within a site for the disposal of off-site generated waste as provided in KRS 224.40-120 and other applicable law.

Residential Customer - hereby defined to be those places used by persons as their place of residence, including private residences, apartment buildings, and mobile homes, including mobile homes located within a mobile home park.

#### II. GRANT OF FRANCHISE

The city does hereby grant unto the Franchisee the non-exclusive franchise and right to pick up, collect and transport garbage and solid waste for residential and commercial customers within the incorporated limits of City of Elizabethtown, Kentucky; this franchise and right being subject to all conditions, terms and obligations as hereinbefore and hereinafter set out, and as set out in the Ordinances hereinbefore adopted by the City relating hereto, not inconsistent herewith, and as specified in the Solicitation for Proposals, and as indicated in the Franchisee's Qualifications.

#### III. STIPULATION CONCERNING RESIDENTIAL AND COMMERCIAL CUSTOMERS

It is expressly agreed and understood between the parties hereto that this is a non-exclusive franchise for the right to serve residential and commercial customers, the right to contract with and provide services to industrial entities by the franchisee being unaffected.

#### IV. TERM OF FRANCHISE

The term of this franchise shall be for a period of five (5)

years beginning on May 1 , 2019, and ending on May 1, 2024, unless terminated by the City prior to the end of the term in accordance with the conditions of this franchise.

V. METHOD OF CHARGES

The Franchisee shall have the right to render charges for services rendered to each residential and commercial customer receiving said services, and the charges shall not arbitrary, unreasonable or unjustly discriminatory, provided however, that the Franchisee may differentiate among customers' charges based upon the density of population and other relevant factors.

A copy of the Franchisee's schedule of rates shall be at all times kept on file in the office of the Franchisee. Any modification of rates shall not be put into effect until thirty (30) days after notification and copy of rate schedule is filed with the City of Elizabethtown.

VI. FREQUENCY AND VICINITY OF SERVICE

The Franchisee shall service each residential customer at least once a week, and for commercial collection, daily or as otherwise negotiated between Franchisee and customer. The Franchisee shall serve any customer located on any City, County, State or Federal highway who desires service in the area in which a franchise is awarded. The Franchisee shall be responsible for pick-up of all solid waste at the publicly maintained street in front of each residence or other approved access, and at such location for each non-residential customer as agreed upon between the non-residential customers and Franchisee.

VII. RECYCLING INFORMATION REQUIRED OF FRANCHISE

The Franchisee shall provide, on an annual basis, information to all customers regarding recycling services available either by the Franchisee or others, and the costs and terms for such service if available from the Franchisee.

VIII. EQUIPMENT STANDARDS

The Franchisee shall be an independent agency solely

responsible for the purchase, maintenance and servicing of its equipment, and shall furnish all labor, tools and equipment necessary for the operation of the collection and disposal system, and be responsible for the maintenance thereof, and shall provide an adequate number of standard collection/disposal vehicles. Each vehicle must be kept in good repair and appearance and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side, the name and phone number of the Franchisee, but shall not make reference to the City of Elizabethtown.

IX. COMPLIANCE

The Franchisee shall comply with all applicable state, national and local laws, ordinances and regulations of the Commonwealth of Kentucky, Natural Resources and Environmental Protection, Kentucky State Department of Health and the Hardin County Board of Health.

X. DISPOSAL OF WASTE

The Franchisee shall dispose of all solid waste in the Hardin County Recycling and Disposal Facility located at Pearl Hollow. The Franchisee shall be required to pay any charges for disposal as any other landfill customer. In the event this designation of the franchise is for any reason found illegal, invalid or unconstitutional, the City shall have the right to exercise its option to terminate this franchise.

XI. PERFORMANCE REQUIREMENTS FOR FRANCHISEE(S)

The Franchisee shall be required to furnish a surety and/or letter of credit for the faithful performance of the franchise in the amount of \$25,000.00, said surety and/or letter of credit to be executed by a surety company licensed to do business in the Commonwealth of Kentucky, and no officer, agent, elected official or employee of the City shall be individually or personally liable with respect to any obligations of the City or Franchisee contained in this franchise or anything relating to this franchise.

#### XII. LIABILITY INSURANCE REQUIRED

The Franchisee further agrees to obtain and keep continuously in effect public liability insurance with an insurance company approved by the City; with the policy to be in a form satisfactory to the City, and the coverage represented by said policy or policies shall be for the protection of the City, its commissioners, officers, agents and employees and officials against liability for loss or damage, for bodily injury, death or property damage, occasioned by the activities of the Franchisee under the franchise, with a minimum liability limits under the policy to be \$500,000.00 for personal injury or death of any one person, and \$1,000,000.00 for personal injury or death of two or more persons in any one occurrence, and \$1,000,000.00 for damage to property as the result of any one occurrence. Further, the Franchisee shall carry comprehensive automobile liability insurance with policy limits of \$500,000.00 for bodily injury or death of any one person and \$1,000,000.00 for personal injury or death of two or more persons in any one occurrence and \$1,000,000.00 for damage to property as a result of any one occurrence. Additional persons shall be added as insured subject to the same provisions at the request of the City. Proof of such insurance shall be furnished by the Franchisee to the City by certificate of insurance with a minimum cancellation term of thirty (30) days, said time to commence after delivery of said notices to the City at the address of City Hall.

#### XIII. WORKMAN'S COMPENSATION INSURANCE

The Franchisee, if required by the provisions of the Workman's Compensation Act of Kentucky, shall carry in a company authorized to transact business in the State of Kentucky, a policy of insurance fulfilling all requirements of occupational disease.

#### XIV. RECORD KEEPING REQUIRED

The Franchisee shall keep records of all customers served pursuant to this franchise and shall provide to the city such

information reasonably necessary as required by the Hardin County Solid Waste Management Plan of Division of Waste Management, Commonwealth of Kentucky and to facilitate future collection services. The customer list (names and addresses) accumulated pursuant to this franchise shall not constitute propriety information of the Franchisee. The City shall have the right to inspect or audit such records at any time.

XV. RIGHT OF CITY TO TERMINATE FRANCHISE

The City may at its discretion at any time during the term of this franchise review the operations of any garbage collection service and may at its discretion, with just cause, terminate any franchise herein granted, upon thirty (30) days notice, additionally the within contract may be terminated upon five (5) days notice for serious violations, which the City in its sole discretion deems justifiable.

XVI. BANKRUPTCY

This Agreement shall terminate in the case of bankruptcy, voluntary or involuntary or insolvency of the Franchisee. The time of termination in the event of bankruptcy shall be the day and time of filing of the petition of bankruptcy.

XVII. NOTIFICATIONS

A letter addressed and sent by certified United States Mail to either party to its business address shown hereinafter shall be sufficient notice whenever required for any purpose in this Agreement.

XVIII. SUBLETTING OF FRANCHISE

No franchise granted pursuant hereto shall be assigned or sublet in total or in part without the prior written consent of the City.

XIX. RESPONSIBILITY FOR COLLECTION OF FEES

It is agreed that the responsibility for the collection of charges shall be with the Franchisee, who assumes the sole responsibility therefore without rights of indemnification from the

Council or City of Elizabethtown, who is free from obligation therein.

XX. RIGHTS OF CITY TO REQUIRE PERFORMANCE RESERVED

The failure of the City at any time to require performance by the Franchisee of any provisions of the franchise or agreement shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provisions hereof be taken or held to be a waiver of any provision itself.

XXI. DUTY OF FRANCHISEE TO COMPLY WITH REFERENCE DOCUMENTS

The Franchisee shall comply with all of its respective requirements and duties pursuant to the Ordinances referred to herein and the Specifications in conformity therewith, and the Franchisee's submittals for this Franchise Agreement, all by which references is made a part hereof as though fully set out herein, not in conflict with or contradictory to any or all of the terms or conditions set out in the franchise.

XXII. INDEMNIFICATION

The Franchisee shall indemnify and defend the city, its officers, agents, officials and any and all other public agencies and their members, officers, agents and employees, against any and all liability for injury to or death of any person, or damage to any property or person caused by the Franchisee, its officers, agents or employees, in the construction, operation or maintenance of its property arising out of the exercise of any right or privilege under the franchise, only if caused by Rumpke's negligence.

XXIII. SEVERABILITY

This franchise is granted pursuant to the laws of the Commonwealth of Kentucky relating to the granting of such rights and privileges by City of Elizabethtown, Kentucky, and if any article, section, sentence, clause or phrase of the Agreement is for any reason illegal, invalid or unconstitutional, then such invalidity shall not effect the validity of the Agreement or any of

the remaining portions. Any validity of any portion of this franchise agreement shall not abate, reduce or otherwise affect the obligations required of the Franchisee.

By acceptance of this franchise, the Franchisee agrees that it will not at any time set up against the City of any official thereof in any claim or proceeding any condition of term of this franchise as unreasonable, arbitrary, void or that the City had no authority or power to make such terms or condition, but shall be required to accept the validity of the terms and conditions of this franchise in its entirety.

XXIV. FRANCHISE FEE

In consideration of this franchise, the Franchisee shall pay to the City as consideration \$100 annually due and payable on the anniversary of the initiation of this Franchise Agreement.

XXV. ACCEPTANCE OF AGREEMENT

The Franchisee hereby accepts this Contract and Franchise Agreement and agrees to be bound by and required to carry out all the terms and conditions of this franchise.

XXVI. WAIVER OF RECOURSE FOR FAILURE OF CITY

The Franchisee shall have no recourse whatsoever against the City or its officials for any loss, costs or expenses or damage arising out of any of the provisions or requirements of this Contract and Franchise Agreement or because of the enforcement thereof by City, nor for the failure of City to have the authority to grant all or any part of this Contract and Franchise Agreement.

XXVII. ACKNOWLEDGMENT OF INVESTIGATION AND UNDERSTANDING OF TERMS

Franchisee expressly acknowledges upon accepting this franchise that Franchisee did so relying upon its own investigation and understanding of the power and authority of the City to grant this Contract and Franchise Agreement.


XXVIII. ACKNOWLEDGMENT OF INDUCEMENT

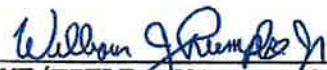
By acceptance of this Contract and Franchise Agreement, the

Franchisee acknowledges that it has not been induced to enter into this Contract and Franchise Agreement by any understanding or promise or other statement, whether verbal or written, by and on behalf of City or any other third person concerning any term or condition of this franchise, not expressed herein.

XXIX. ACKNOWLEDGMENT OF TERMS

Franchisee further acknowledges by the acceptance of this Contract and Franchise Agreement that it has carefully read the terms and conditions hereof, and is willing to and does accept all the risks of the meaning of such terms and conditions agreed hereof, and agrees that be and there is any ambiguity therein or in the event of any dispute over the meaning thereof, the same should be construed strictly against the Franchisee and in favor of the City.

  
\_\_\_\_\_  
JEFFREY H. GREGORY, MAYOR  
CITY OF ELIZABETHTOWN

  
\_\_\_\_\_  
NAME/TITLE William J. Rumpke, Jr. - President  
FRANCHISEE: RUMPKE OF KENTUCKY, Inc.

ATTEST:

  
\_\_\_\_\_  
JESSICA GRAHAM, CITY CLERK  
CITY OF ELIZABETHTOWN

ATTEST:

  
\_\_\_\_\_  
NAME: Joyce Woods  
TITLE: Municipal Contract Dept.



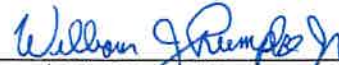
Franchisee acknowledges that it has not been induced to enter into this Contract and Franchise Agreement by any understanding or promise or other statement, whether verbal or written, by and on behalf of City or any other third person concerning any term or condition of this franchise, not expressed herein.

XXIX. ACKNOWLEDGMENT OF TERMS

Franchisee further acknowledges by the acceptance of this Contract and Franchise Agreement that it has carefully read the terms and conditions hereof, and is willing to and does accept all the risks of the meaning of such terms and conditions agreed hereof, and agrees that be and there is any ambiguity therein or in the event of any dispute over the meaning thereof, the same should be construed strictly against the Franchisee and in favor of the City.



JEFFREY H. GREGORY, MAYOR  
CITY OF ELIZABETHTOWN



NAME/TITLE: William J. Rumpke, Jr. - President  
FRANCHISEE: RUMPKE OF KENTUCKY, Inc.

ATTEST:



JESSICA GRAHAM, CITY CLERK  
CITY OF ELIZABETHTOWN

ATTEST:

NAME: Joyce Woods  
TITLE: Municipal Contract Dept.

## CONTRACT AND FRANCHISE AGREEMENT

This Contract and Franchise Agreement made and entered into this 22 day of May, 2019, by and between City of Elizabethtown, Kentucky, by and through its duly elected City Council hereinafter referred to as City, and Santek Waste Services of Kentucky, LLC, A Kentucky Corporation, hereinafter referred to as Franchisee.

WITNESSETH: Whereas City has heretofore adopted Ordinance No. 03-1998 and amended by Ordinance No. 28-2000 and Ordinance No. 15-2009, AN ORDINANCE RELATING TO THE CREATION, SALE, CONVEYANCE AND ISSUANCE OF FRANCHISE RIGHTS FOR SOLID WASTE COLLECTION AND DISPOSAL IN THE CITY OF ELIZABETHTOWN, KENTUCKY; AND FOR ESTABLISHMENT OF REGULATIONS AND METHOD OF CHARGES FOR SUCH FRANCHISE RIGHTS; and

WHEREAS, it is desired of both parties that the rights and obligations and terms and provisions of this Franchise Agreement be set out at length in this Agreement; and

WHEREAS, City has complied with Section 163 and Section 164 of the Kentucky Constitution and all applicable statutes concerning the letting of a franchise;

NOW, THEREFORE, for and in consideration of the mutual promises, agreements and covenants contained herein, the Parties do hereby contract, franchise and agree as follows, to wit:

### I. DEFINITIONS

For the purpose of this Agreement, the following words and phrases shall have the meaning ascribed to them in this Section:

City - shall mean City of Elizabethtown.

Franchisee - shall mean Santek Waste Services of Kentucky, LLC

Premises - shall mean land, building, or other structures, vehicles, watercraft or parts thereof, upon or in which refuse is stored.

Solid Waste - "Solid Waste" means any garbage, refuse, sludge,

and other discarded material, including solid, liquid, semi-solid or contained gaseous material resulting from industrial, commercial or agricultural operation and from community activities, and specifically including the following sub categories:

1. "Household solid waste" - means solid waste, including garbage and trash generated by single and multiple family residences, hotels, motels, bunkhouses, ranger stations, crew quarters, and recreational areas such as picnic areas, parks and camp grounds;
2. "Commercial solid waste" - means all types of solid waste generated by stores, offices, restaurants, warehouses, and other service and non-manufacturing activities;
3. "Industrial solid waste" - means solid waste generated by manufacturing or industrial processes including, but not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer or agricultural chemicals; food and related products or by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing/foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay and concrete products; textile manufacturing; transportation equipment and water treatment. "Industrial solid waste" may not include special waste as designated by KRS 224.50-760 and hazardous waste as designated by KRS 224.010-010(31)(b) which the Hardin County Recycling and Disposal Facility located at Pearl Hollow is not permitted to receive or industrial waste where the disposal has previously been established by regulatory permit or by private contract.

"Solid Waste" does not include the following: 1. those materials including, but not limited to, sand, soil, rock, gravel, or bridge debris extracted as part of a public road construction project, 2.

recovered material, 3. solid or dissolved material in domestic sewage, manure, crops, crop residue or a combination thereof which are placed on the soil for return to the soil as fertilizers or soil conditioners, 4. solid or dissolved material in irrigation return flows or industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, as amended (86 State. 923), 5. One acre or less construction/demolition debris contained within a site for the disposal of off-site generated waste as provided in KRS 224.40-120 and other applicable law.

Residential Customer - hereby defined to be those places used by persons as their place of residence, including private residences, apartment buildings, and mobile homes, including mobile homes located within a mobile home park.

#### II. GRANT OF FRANCHISE

The city does hereby grant unto the Franchisee the non-exclusive franchise and right to pick up, collect and transport garbage and solid waste for residential and commercial customers within the incorporated limits of City of Elizabethtown, Kentucky; this franchise and right being subject to all conditions, terms and obligations as hereinbefore and hereinafter set out, and as set out in the Ordinances hereinbefore adopted by the City relating hereto, not inconsistent herewith, and as specified in the Solicitation for Proposals, and as indicated in the Franchisee's Qualifications.

#### III. STIPULATION CONCERNING RESIDENTIAL AND COMMERCIAL CUSTOMERS

It is expressly agreed and understood between the parties hereto that this is a non-exclusive franchise for the right to serve residential and commercial customers, the right to contract with and provide services to industrial entities by the franchisee being unaffected.

#### IV. TERM OF FRANCHISE

The term of this franchise shall be for a period of five (5)

years beginning on \_\_\_\_\_, 2019, and ending on May 1, 2024, unless terminated by the City prior to the end of the term in accordance with the conditions of this franchise.

V. METHOD OF CHARGES

The Franchisee shall have the right to render charges for services rendered to each residential and commercial customer receiving said services, and the charges shall not arbitrary, unreasonable or unjustly discriminatory, provided however, that the Franchisee may differentiate among customers' charges based upon the density of population and other relevant factors.

A copy of the Franchisee's schedule of rates shall be at all times kept on file in the office of the Franchisee. Any modification of rates shall not be put into effect until thirty (30) days after notification and copy of rate schedule is filed with the City of Elizabethtown.

VI. FREQUENCY AND VICINITY OF SERVICE

The Franchisee shall service each residential customer at least once a week, and for commercial collection, daily or as otherwise negotiated between Franchisee and customer. The Franchisee shall serve any customer located on any City, County, State or Federal highway who desires service in the area in which a franchise is awarded. The Franchisee shall be responsible for pick-up of all solid waste at the publicly maintained street in front of each residence or other approved access, and at such location for each non-residential customer as agreed upon between the non-residential customers and Franchisee.

VII. RECYCLING INFORMATION REQUIRED OF FRANCHISE

The Franchisee shall provide, on an annual basis, information to all customers regarding recycling services available either by the Franchisee or others, and the costs and terms for such service if available from the Franchisee.

VIII. EQUIPMENT STANDARDS

The Franchisee shall be an independent agency solely

responsible for the purchase, maintenance and servicing of its equipment, and shall furnish all labor, tools and equipment necessary for the operation of the collection and disposal system, and be responsible for the maintenance thereof, and shall provide an adequate number of standard collection/disposal vehicles. Each vehicle must be kept in good repair and appearance and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side, the name and phone number of the Franchisee, but shall not make reference to the City of Elizabethtown.

IX. COMPLIANCE

The Franchisee shall comply with all applicable state, national and local laws, ordinances and regulations of the Commonwealth of Kentucky, Natural Resources and Environmental Protection, Kentucky State Department of Health and the Hardin County Board of Health.

X. DISPOSAL OF WASTE

The Franchisee shall dispose of all solid waste in the Hardin County Recycling and Disposal Facility located at Pearl Hollow. The Franchisee shall be required to pay any charges for disposal as any other landfill customer. In the event this designation of the franchise is for any reason found illegal, invalid or unconstitutional, the City shall have the right to exercise its option to terminate this franchise.

XI. PERFORMANCE REQUIREMENTS FOR FRANCHISEE(S)

The Franchisee shall be required to furnish a surety and/or letter of credit for the faithful performance of the franchise in the amount of \$25,000.00, said surety and/or letter of credit to be executed by a surety company licensed to do business in the Commonwealth of Kentucky, and no officer, agent, elected official or employee of the City shall be individually or personally liable with respect to any obligations of the City or Franchisee contained in this franchise or anything relating to this franchise.

#### XII. LIABILITY INSURANCE REQUIRED

The Franchisee further agrees to obtain and keep continuously in effect public liability insurance with an insurance company approved by the City; with the policy to be in a form satisfactory to the City, and the coverage represented by said policy or policies shall be for the protection of the City, its commissioners, officers, agents and employees and officials against liability for loss or damage, for bodily injury, death or property damage, occasioned by the activities of the Franchisee under the franchise, with a minimum liability limits under the policy to be \$500,000.00 for personal injury or death of any one person, and \$1,000,000.00 for personal injury or death of two or more persons in any one occurrence, and \$1,000,000.00 for damage to property as the result of any one occurrence. Further, the Franchisee shall carry comprehensive automobile liability insurance with policy limits of \$500,000.00 for bodily injury or death of any one person and \$1,000,000.00 for personal injury or death of two or more persons in any one occurrence and \$1,000,000.00 for damage to property as a result of any one occurrence. Additional persons shall be added as insured subject to the same provisions at the request of the City. Proof of such insurance shall be furnished by the Franchisee to the City by certificate of insurance with a minimum cancellation term of thirty (30) days, said time to commence after delivery of said notices to the City at the address of City Hall.

#### XIII. WORKMAN'S COMPENSATION INSURANCE

The Franchisee, if required by the provisions of the Workman's Compensation Act of Kentucky, shall carry in a company authorized to transact business in the State of Kentucky, a policy of insurance fulfilling all requirements of occupational disease.

#### XIV. RECORD KEEPING REQUIRED

The Franchisee shall keep records of all customers served pursuant to this franchise and shall provide to the city such

information reasonably necessary as required by the Hardin County Solid Waste Management Plan of Division of Waste Management, Commonwealth of Kentucky and to facilitate future collection services. The customer list (names and addresses) accumulated pursuant to this franchise shall not constitute propriety information of the Franchisee. The City shall have the right to inspect or audit such records at any time.

XV. RIGHT OF CITY TO TERMINATE FRANCHISE

The City may at its discretion at any time during the term of this franchise review the operations of any garbage collection service and may at its discretion, with just cause, terminate any franchise herein granted, upon thirty (30) days notice, additionally the within contract may be terminated upon five (5) days notice for serious violations, which the City in its sole discretion deems justifiable.

XVI. BANKRUPTCY

This Agreement shall terminate in the case of bankruptcy, voluntary or involuntary or insolvency of the Franchisee. The time of termination in the event of bankruptcy shall be the day and time of filing of the petition of bankruptcy.

XVII. NOTIFICATIONS

A letter addressed and sent by certified United States Mail to either party to its business address shown hereinafter shall be sufficient notice whenever required for any purpose in this Agreement.

XVIII. SUBLETTING OF FRANCHISE

No franchise granted pursuant hereto shall be assigned or sublet in total or in part without the prior written consent of the City.

XIX. RESPONSIBILITY FOR COLLECTION OF FEES

It is agreed that the responsibility for the collection of charges shall be with the Franchisee, who assumes the sole responsibility therefore without rights of indemnification from the



Council or City of Elizabethtown, who is free from obligation therein.

XX. RIGHTS OF CITY TO REQUIRE PERFORMANCE RESERVED

The failure of the City at any time to require performance by the Franchisee of any provisions of the franchise or agreement shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provisions hereof be taken or held to be a waiver of any provision itself.

XXI. DUTY OF FRANCHISEE TO COMPLY WITH REFERENCE DOCUMENTS

The Franchisee shall comply with all of its respective requirements and duties pursuant to the Ordinances referred to herein and the Specifications in conformity therewith, and the Franchisee's submittals for this Franchise Agreement, all by which references is made a part hereof as though fully set out herein, not in conflict with or contradictory to any or all of the terms or conditions set out in the franchise.

XXII. INDEMNIFICATION

The Franchisee shall indemnify and defend the city, its officers, agents, officials and any and all other public agencies and their members, officers, agents and employees, against any and all liability for injury to or death of any person, or damage to any property or person caused by the Franchisee, its officers, agents or employees, in the construction, operation or maintenance of its property arising out of the exercise of any right or privilege under the franchise, only if caused by Rumpke's negligence.

XXIII. SEVERABILITY

This franchise is granted pursuant to the laws of the Commonwealth of Kentucky relating to the granting of such rights and privileges by City of Elizabethtown, Kentucky, and if any article, section, sentence, clause or phrase of the Agreement is for any reason illegal, invalid or unconstitutional, then such invalidity shall not effect the validity of the Agreement or any of

the remaining portions. Any validity of any portion of this franchise agreement shall not abate, reduce or otherwise affect the obligations required of the Franchisee.

By acceptance of this franchise, the Franchisee agrees that it will not at any time set up against the City of any official thereof in any claim or proceeding any condition of term of this franchise as unreasonable, arbitrary, void or that the City had no authority or power to make such terms or condition, but shall be required to accept the validity of the terms and conditions of this franchise in its entirety.

XXIV. FRANCHISE FEE

In consideration of this franchise, the Franchisee shall pay to the City as consideration \$100 annually due and payable on the anniversary of the initiation of this Franchise Agreement.

XXV. ACCEPTANCE OF AGREEMENT

The Franchisee hereby accepts this Contract and Franchise Agreement and agrees to be bound by and required to carry out all the terms and conditions of this franchise.

XXVI. WAIVER OF RECOURSE FOR FAILURE OF CITY

The Franchisee shall have no recourse whatsoever against the City or its officials for any loss, costs or expenses or damage arising out of any of the provisions or requirements of this Contract and Franchise Agreement or because of the enforcement thereof by City, nor for the failure of City to have the authority to grant all or any part of this Contract and Franchise Agreement.

XXVII. ACKNOWLEDGMENT OF INVESTIGATION AND UNDERSTANDING OF TERMS

Franchisee expressly acknowledges upon accepting this franchise that Franchisee did so relying upon its own investigation and understanding of the power and authority of the City to grant this Contract and Franchise Agreement.

XXVIII. ACKNOWLEDGMENT OF INDUCEMENT


By acceptance of this Contract and Franchise Agreement, the

Franchisee acknowledges that it has not been induced to enter into this Contract and Franchise Agreement by any understanding or promise or other statement, whether verbal or written, by and on behalf of City or any other third person concerning any term or condition of this franchise, not expressed herein.


XXIX. ACKNOWLEDGMENT OF TERMS

Franchisee further acknowledges by the acceptance of this Contract and Franchise Agreement that it has carefully read the terms and conditions hereof, and is willing to and does accept all the risks of the meaning of such terms and conditions agreed hereof, and agrees that be and there is any ambiguity therein or in the event of any dispute over the meaning thereof, the same should be construed strictly against the Franchisee and in favor of the City.


  
\_\_\_\_\_  
JEFFREY H. GREGORY, MAYOR  
CITY OF ELIZABETHTOWN

  
\_\_\_\_\_  
NAME/TITLE: John McConnell G/M  
FRANCHISEE: Waste Services of KY  
Santek

ATTEST:

  
\_\_\_\_\_  
JESSICA GRAHAM, CITY CLERK  
CITY OF ELIZABETHTOWN

ATTEST:

  
\_\_\_\_\_  
NAME: Stephanie Phillips  
TITLE: Sales Rep

**SOLID WASTE  
CONTACT INFORMATION FOR EACH FRANCHISE**

- All franchise pays \$100 a year fee
- All are on a 5-year franchise, renewed in 2019 and will expire May 1, 2024
- Must provide insurance

RED RIVER WASTE SOLUTIONS

270-769-0211

KIMBERLY BATES  
11E QUARRY RIDGE CT  
ELIZABETHTOWN KY 42701

[kimberly@rws.com](mailto:kimberly@rws.com)

RUMPKE

GINA SCHUELER

[gina.schueler@rumpke.com](mailto:gina.schueler@rumpke.com)

LAURA FURLONG

[laura.furlong@rumpke.com](mailto:laura.furlong@rumpke.com)

SANTEK

1-844-737-8254

Heather Waggoner

[hwaggoner@santekenviro.com](mailto:hwaggoner@santekenviro.com)

[jdennis@santekenviro.com](mailto:jdennis@santekenviro.com)

WASTE MANAGEMENT

[www.wm.com](http://www.wm.com)

TIMOTHY GROVES, ENVIRONMENTAL SOLUTIONS CONSULTANT

[tgroves@wm.com](mailto:tgroves@wm.com)

1-502-265-8577

KIRBY DUNAGAN, ACCOUNT MANAGER

[pdunaggan@wm.com](mailto:pdunaggan@wm.com)

1-502-702-4013

ANDY REYNOLDS, GOVERNMENT AND COMMUNITY AFFAIRS MANAGER

[Kreynold2@wm.com](mailto:Kreynold2@wm.com)

1-502-931-2616

# **CITY OF RADCLIFF, KENTUCKY**

## **CODE OF ORDINANCES**

2017 S-5 Supplement contains:

Local legislation current through Ordinance 17-10-1213, passed 10-17-2017; and  
State legislation current through 2017 KRS Pamphlet

Published by:  
**AMERICAN LEGAL PUBLISHING CORPORATION**  
One West Fourth Street η 3rd Floor η Cincinnati, Ohio 45202  
1-800-445-5588 η [www.amlegal.com](http://www.amlegal.com)

**RADCLIFF, KENTUCKY  
CODE OF ORDINANCES  
TABLE OF CONTENTS**

Chapter

- 1. GENERAL PROVISIONS**
- 2. ADMINISTRATION**
- 2.1. HARDIN COUNTY CODE OF ETHICS**
- 2.5. ALARM SYSTEMS**
- 3. ANIMALS AND FOWL**
- 4. BUILDING, FIRE, HOUSING AND SAFETY STANDARDS**
- 4.1. ALCOHOLIC BEVERAGES**
- 5. CIVIL DEFENSE AND CIVIL EMERGENCIES**
- 6. RESERVED**
- 7. EXPLOSIVES AND BLASTING**
- 7.5. FLOOD DAMAGE PREVENTION**
- 8. GARBAGE AND TRASH**
- 9. HEALTH CLUBS, MASSAGE SALONS AND THE LIKE**
- 10. LICENSES AND TAXATION**
- 11. MOBILE HOMES AND MOBILE HOME PARKS**
- 12. MOTOR VEHICLES AND TRAFFIC**
- 13. NUISANCES**
- 14. OFFENSES-MISCELLANEOUS**
- 14.1. PLANNING AND DEVELOPMENT**
- 15. RESERVED**

**Radcliff - Table of Contents**

- 16. POLICE DEPARTMENT**
- 17. RESERVED**
- 17.5. STORM WATER UTILITY AND MANAGEMENT**
- 18. STREETS AND SIDEWALKS**
- 19. SUBDIVISIONS**
- 20. ADULT ENTERTAINMENT ACTIVITIES**
- 21. PAWN SHOPS, JUNK, SECOND HAND, AND SCRAP DEALERS**
- 22. HAZARDOUS MATERIAL**

**PARALLEL REFERENCES**

References to Kentucky Revised Statutes  
References to Ordinances

**INDEX**



**ENACTING AS AN ORDINANCE, A CODE OF ORDINANCES FOR THE CITY OF  
RADCLIFF, REVISING, AMENDING, RESTATING, CODIFYING, AND COMPILING  
CERTAIN EXISTING GENERAL ORDINANCES OF THE CITY DEALING WITH  
SUBJECTS EMBRACED IN THE CODE**

WHEREAS, the present general ordinances of the City of Radcliff, Kentucky are incomplete and inadequate and the manner of arrangement, classification and indexing thereof is insufficient to meet the immediate needs of the City; and

WHEREAS, the Acts of the Legislature of the Commonwealth of Kentucky empower and authorize the Legislative Body of this City to revise, amend, restate, codify and to compile any existing ordinance or ordinances and all new ordinances not heretofore adopted or published and to incorporate the ordinances into one ordinance in book form; and

WHEREAS, the Legislative Body of the City of Radcliff has authorized a general compilation, revision and codification of the ordinances of the City of a general and permanent nature and publication of such ordinances in book form;

NOW, THEREFORE, BE IT ORDAINED by the Legislative Body of the City of Radcliff that:

Section 1. The general ordinances of the City of Radcliff as herein revised, amended, restated, codified, and compiled in book form are adopted as and shall constitute the ■Code of Ordinances of the City of Radcliff.●

Section 2. The Code as adopted in Section 1 shall consist of the following titles:

1. General Provisions
2. Administration
- 2.1 Hardin County Code of Ethics
- 2.5 Alarm Systems
3. Animals and Fowl
4. Building, Fire, Housing and Safety Standards
5. Civil Defense and Civil Emergencies
6. Detective and Security Agencies
7. Explosives and Blasting
- 7.5 Flood Damage Prevention
8. Garbage and Trash
9. Health Clubs, Massage Salons and the Like
10. Licenses and Taxation
11. Mobile Homes and Mobile Home Parks
12. Motor Vehicles and Traffic
13. Nuisances
14. Offenses-Miscellaneous
- 14.1 Planning and Development

**Radcliff - Adopting Ordinance**

- 15. Reserved
- 16. Police Department
- 17. Sewers and Sewage Disposal
- 17.5 Storm Water Utility and Management
- 18. Streets and Sidewalks
- 19. Subdivisions
- 20. Adult Entertainment Activities

Section 3. All prior ordinances pertaining to the subjects treated in the Code shall be deemed repealed from and after the effective date of the Code, except as they are included and reordained in whole or in part in the Code; provided that such repeal shall not affect any offense committed or penalty incurred or any right established prior to the effective date of the Code, nor shall such repeal affect the provisions of ordinances levying taxes, appropriating money, annexing or detaching territory, establishing franchises or granting special rights to certain persons, authorizing public improvements, authorizing the issuance of bonds or borrowing of money, authorizing the purchase or sale of real or personal property, granting or accepting easements or plats, accepting dedications of land to public use, vacating or setting the boundaries of streets or other public places; nor shall such repeal affect any other ordinance of a temporary or special nature or pertaining to subject not contained in or covered by the Code.

Section 4. The Code shall be deemed published as of the day of its adoption and approval by the City Legislative Body and the Clerk of the City of Radcliff is hereby authorized and ordered to file a copy of the Code in the Office of the City Clerk.

Section 5. The Code shall be in full force and effect from and after its date of passage, approval and publication as required by law. The Code shall be presumptive evidence in all courts and places of the ordinance and all provisions, sections, penalties and regulations therein contained, and the date of passage, and that the same is properly signed, attested, recorded and approved, and that any public hearings and notices thereof as required by law have been given.

Read at a meeting of the Radcliff City Council on the 8th day of June, 2009; a second reading was held on the 16th day of June, 2009; said Ordinance was READ, PASSED and APPROVED on the 16th day of June, 2009.

Sheila C. Enyart /s/  
Sheila C. Enyart  
Mayor, City of Radcliff

ATTEST:

Barbara A. Wilkins, City Clerk /s/  
Barbara A. Wilkins, City Clerk

**AN ORDINANCE ENACTING AND ADOPTING REPLACEMENT PAGES  
TO THE CODE OF ORDINANCES OF THE CITY OF RADCLIFF, KENTUCKY**

**WHEREAS**, American Legal Publishing Corporation of Cincinnati, Ohio has completed the 2010 First Edition Replacement Pages to the Code of Ordinances of the City of Radcliff, Kentucky, which contains numerous revisions and ordinances of a general nature enacted since the Code of Ordinances of this municipality; and

**WHEREAS**, American Legal Publishing Corporation has recommended the revision or addition of certain sections of the Code of Ordinances which are based on or make references to sections of the Kentucky Revised Statutes;

**WHEREAS**, it is the intent of Council to accept these updated sections in accordance with the changes of the law of the Commonwealth of Kentucky;

**NOW, THEREFORE, BE IT ORDAINED** by the City of Radcliff:

**SECTION 1.** That the 2010 First Edition Replacement Pages to the Code of Ordinances of the City of Radcliff, Kentucky, as submitted by American Legal Publishing Corporation of Cincinnati, and as attached hereto, are hereby adopted by reference as if set out in entirety.

**SECTION 2.** That this ordinance shall take effect and be in force from and after its date of passage, approval and publication as required by law.

Read at a meeting of the Radcliff City Council on the 16th day of March, 2010; a second reading was held on the 12th day of April, 2010; said Ordinance was READ and APPROVED on the 12th day of April, 2010.

Sheila C. Enyart /s/  
Sheila C. Enyart  
Mayor, City of Radcliff

ATTEST:

Barbara A. Wilkins, City Clerk /s/  
Barbara A. Wilkins, City Clerk

## Radcliff - Adopting Ordinance

**AN ORDINANCE ENACTING AND ADOPTING  
REPLACEMENT PAGES TO THE CODE OF ORDINANCES  
OF THE CITY OF RADCLIFF, KENTUCKY**

**WHEREAS**, American Legal Publishing Corporation of Cincinnati, Ohio has completed the 2012 and 2013 First Edition Replacement Pages to the Code of Ordinances of the City of Radcliff, Kentucky, which contain numerous revisions and ordinances of a general nature enacted since the Code of Ordinances of this municipality; and

**WHEREAS**, American Legal Publishing Corporation has recommended the revision or addition of certain sections of the Code of Ordinances which are based on or make references to sections of the Kentucky Revised Statutes;

**WHEREAS**, it is the intent of Council to accept these updated sections in accordance with the changes of the law of the Commonwealth of Kentucky;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF RADCLIFF, KENTUCKY:**

**SECTION 1.** That the 2012 and 2013 First Edition Replacement Pages to the Code of Ordinances of the City of Radcliff, Kentucky, as submitted by American Legal Publishing Corporation of Cincinnati, and as attached hereto, are hereby adopted by reference as if set out in entirety.

**SECTION 2.** That this ordinance shall take effect and be in force from and after its date of passage, approval and publication as required by law.

Read at a meeting of the Radcliff City Council on the 19th day of May, 2015; a second reading was held on the 8th day of June, 2015; said Ordinance was READ and APPROVED on the 8th day of June, 2015.

J. Michael Weaver /s/  
J. MICHAEL WEAVER  
MAYOR, CITY OF RADCLIFF

ATTEST:

Julie Aldridge /s/  
Julie Aldridge, City Clerk

## Radcliff - Adopting Ordinance

AN ORDINANCE ENACTING AND ADOPTING  
REPLACEMENT PAGES TO THE CODE OF ORDINANCES  
OF THE CITY OF RADCLIFF, KENTUCKY

**WHEREAS**, American Legal Publishing Corporation of Cincinnati, Ohio has completed the 2014 and 2015 First Edition Replacement Pages to the Code of Ordinances of the City of Radcliff, Kentucky, which contain numerous revisions and ordinances of a general nature enacted since the Code of Ordinances of this municipality; and

**WHEREAS**, American Legal Publishing Corporation has recommended the revision or addition of certain sections of the Code of Ordinances which are based on or make references to sections of the Kentucky Revised Statutes; and

**WHEREAS**, it is the intent of Council to accept these updated sections in accordance with the changes of the law of the Commonwealth of Kentucky;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY OF RADCLIFF, KENTUCKY:**

**SECTION 1.** That the 2014 and 2015 First Edition Replacement Pages to the Code of Ordinances of the City of Radcliff, Kentucky, as submitted by American Legal Publishing Corporation of Cincinnati, Ohio and as attached hereto, are hereby adopted by reference as if set out in entirety.

**SECTION 2.** That this ordinance shall take effect and be in force from and after its date of passage, approval and publication as required by law.

Read at a meeting of the Radcliff City Council on the 19th day of January, 2016; a second reading was held on the 16th day of February, 2016; said Ordinance was READ and APPROVED on the 16th day of February, 2016.

/s/ J. Michael Weaver

J. MICHAEL WEAVER  
MAYOR, CITY OF RADCLIFF

ATTEST:

/s/ Julie Aldridge

Julie Aldridge, City Clerk

.7

2017 S-4

8

**Radcliff - Adopting Ordinance**



AN ORDINANCE ENACTING AND ADOPTING  
REPLACEMENT PAGES TO THE CODE OF ORDINANCES  
OF THE CITY OF RADCLIFF, KENTUCKY

**WHEREAS**, American Legal Publishing Corporation of Cincinnati, Ohio has completed the 2016 Fourth Edition Replacement Pages to the Code of Ordinances of the City of Radcliff, Kentucky, which contain numerous revisions and ordinances of a general nature enacted since the Code of Ordinances of this municipality; and

**WHEREAS**, American Legal Publishing Corporation has recommended the revision or addition of certain sections of the Code of Ordinances which are based on or make references to sections of the Kentucky Revised Statutes; and

**WHEREAS**, it is the intent of Council to accept these updated sections in accordance with the changes of the law of the Commonwealth of Kentucky;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY OF RADCLIFF, KENTUCKY:**

**SECTION 1.** That the 2016 Fourth Edition Replacement Pages to the Code of Ordinances of the City of Radcliff, Kentucky, as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, are hereby adopted by reference as if set out in entirety.

**SECTION 2.** That this ordinance shall take effect and be in force from and after its date of passage, approval and publication as required by law.

Read at a meeting of the City Council on the 21st day of March, 2017, second reading was held on the 18th day of April, 2017; and said Ordinance was READ, PASSED, and APPROVED at a meeting of the Radcliff City Council on the 18th day of April, 2017.

/s/ J. Michael Weaver

J. MICHAEL WEAVER  
MAYOR, CITY OF RADCLIFF

ATTEST:

/s/ Julie Aldridge

Julie Aldridge, City Clerk

## **CHAPTER 8: GARBAGE AND TRASH**



Section

*Article I. In General*  
**CHAPTER 8: GARBAGE AND TRASH**

- 8-1. Definitions
- 8-2. Littering prohibited
- 8-3. Prevention of scattering
- 8-4. Upsetting, tampering with receptacles or placing garbage in receptacles other than own
- 8-5. Dumping
- 8-6. Containers
- 8-7. Prohibited storage
- 8-8. Permitted storage
- 8-9. Investigation of premises
- 8-10. Notice of removal
- 8-11. Commercial handbills or handbills and signs on public places
- 8-12. Mandatory garbage pickup
- 8-13. Convey of loose materials on public ways
- 8-14. Maintenance of property
- 8-15. Illegal deposits of garbage (Reserved)
- 8-16. Illegal deposits of litter and the like
- 8-17. Disposal (Reserved)
- 8-18. Dumping
- 8-19. Litter receptacles
- 8-20. Enforcement
- 8-21. Abatement by the city
- 8-22. Recovery by city of expenses of litter removal

*Article II. Principles for Establishing Franchise*

- 8-51. Established
- 8-52. Consideration paid by bidder
- 8-53. Various bid requirements
- 8-54. Number of weekly collections
- 8-55. Hours of collection; littering
- 8-56. Bidder to furnish personnel and equipment
- 8-57. Materials subject to refusal
- 8-58. Bidder to maintain office in city

**Radcliff - Garbage and Trash**

- 8-59. Performance bond
- 8-60. Insurance required
- 8-61. Compliance with state workers' compensation provisions
- 8-62. Failure of bidder to perform
- 8-63. Assignment subject to consent of city
- 8-64. Records to be kept by bidder
- 8-65. Termination of agreement
- 8-66. Modification
- 8-67. Right of enforcement by city
- 8-68. Disposal of waste materials
- 8-69. Definitions
- 8-70. Authority to advertise for bids
- 8-71. Residential/commercial bid acceptance
- 8-72. Term of the franchise
- 8-73. Penalty

**Editor's note:**

*Inclusion of §§ 8-1, 8-3 through 8-18, 8-20 and 8-21 of an ordinance adopted 4-5-1979, as Chapter 8, Art. II, §§ 8-19 through 8-37, was at the discretion of the editor, the ordinance being nonamendatory of the code. To accomplish this inclusion, the editor has designated the existing provisions of Chapter 8, §§ 8-1 through 8-8, as Article I, In General. In connection with the establishment of franchises, the user's attention is drawn to § 8-22 of the chapter, which reads as follows: In the event Hardin County adopts an ordinance pertaining to the same subject matter as this chapter, then and in that event any standard of Hardin County's ordinance which is more stringent than the corresponding standard in this chapter shall become the standard for purposes of this chapter.*

**ARTICLE I. IN GENERAL****§ 8-1 DEFINITIONS.**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**ASHES.** Residue from fires used for cooking and for heating buildings.

**COMMERCIAL HANDBILL.** Any handbill which:

- (1) Advertises for sale, or promotional gifts or prizes, any merchandise, product, commodity or thing;

(2) Directs attention to any business or other activity for the purpose of either directly or indirectly promoting the interest thereof by sales or by other means;

(3) Directs attention to or advertises any meeting, exhibition, theatrical or other performance or vent of any kind for which an admission fee is charged;

(4) Directs attention to or advertises any meeting, exhibition, theatrical or other performance or event of any kind for which an admission fee is charged; or

(5) While containing reading or pictorial matter other than advertising matter, is predominantly and essentially an advertisement and is distributed or circulated for advertising purposes, or for the private benefit and gain of any person so engaged as advertiser or distributor.

**CONSTRUCTION SITES.** Any private or public property upon which repairs to existing buildings, construction of new buildings or demolition of existing structures is taking place.

**ELEMENTS.** Any element whether created by nature or created by humans, which with reasonable foreseeability could carry litter from one place to another. **ELEMENTS** shall include, but not be limited to, air current, rain, water current and animals.

**GARBAGE.** Wastes resulting from the handling, preparation, cooking and consumption of foods, wastes from the handling, storage and sale of produce.

**HANDBILL.** Any printed or written matter, any sample or device, circular, leaflet, pamphlet, paper, booklet or any other printed matter or literature which is not delivered by United States mail, except that **HANDBILL** shall not include a newspaper that is placed in a paper box provided by a newspaper company.

**JUNKED MOTOR VEHICLE.** Any motor vehicle which is partially dismantled or wrecked and which cannot safely or legally be operated. Junked, wrecked or nonoperative motor vehicles, including parts cars, stored on private real property by automobile collectors, whether as a hobby or a profession, if these motor vehicles and parts cars are stored out of ordinary public view by means of suitable fencing, trees, shrubbery or other means.

**LITTER.** Any uncontainerized human-made or human-used waste, which, if deposited within the city other than in a litter receptacle, tends to create a danger to public health, safety and welfare or to impair the environment of the people of the city. **LITTER** may include, but is not limited to, any combustible trash, including, but not limited to, paper, cartons, boxes, barrels, wood, excelsior, wood furniture, bedding; non-combustible trash, including, but not limited to, metals, tin cans, metal furniture, dirt, catch-basin dirt, small quantities of rock and pieces of concrete, other mineral waste; street rubbish, including, but not limited to, street sweepings; contents of litter receptacles.

**LITTER RECEPTACLE.** Any container which is designed to receive litter and to prevent the escape of litter deposited therein, which is of the size or sufficient capacity to hold all litter generated between collection periods and which is in compliance with the regulations issued pursuant to this article.

**Radcliff - Garbage and Trash**

**MOTOR VEHICLE.** Any self-propelled land vehicle which can be used for towing or transporting people or materials, including, but not limited to, automobiles, trucks, buses, motor homes, motorized campers, motorcycles, motor scooters, tractors, snowmobiles, dune buggies and other off-the-road vehicles.

**MOTOR VEHICLE ACCESSORIES.** Any part or parts of any motor vehicle.

**PARK.** A public or private park, reservation, playground, beach, recreation center or any public or private area devoted to active or passive recreation, or any other area under the supervision of the department of parks and recreation.

**PARKING LOTS.** Any private or public property with provisions for parking vehicles, to which the public is invited or which the public is permitted to use or which is visible from any public place or private premises.

**PERSON.** Includes any individual, firm, partnership or corporation.

**PRIVATE PREMISES.** Includes any dwelling house, building or other structure designed to be used, either wholly or in part, for private residential purposes, whether inhabited or temporarily or continuously uninhabited or vacant and shall include any yard, grounds, walk, driveway, porch, steps, vestibule, mailbox or other structure belonging or pertinent to the dwelling house, building or other structure, and any real property not owned by the federal government, state, county, city school board or other public subdivision.

**PUBLIC PLACE.** Includes any and all streets, boulevards, avenues, lanes, alleys, easements, medians or other public ways, and parks, squares, plazas, grounds and buildings frequented by the general public, whether publicly or privately owned.

**REMOVAL.** The physical relocation of any of the items herein designated to constitute garbage, litter, ashes, including junked motor vehicles and motor vehicle accessories, to an authorized location.

**§ 8-2 LITTERING PROHIBITED.**

No person shall deposit any litter within the city except in public receptacles, in authorized private receptacles for collection or in any duly licensed disposal facility.

**§ 8-3 PREVENTION OF SCATTERING.**

Persons placing litter in public receptacles or in authorized private receptacles shall do so in such manner as to prevent litter from being carried or deposited by the elements upon any public place or private premises.



**§ 8-4 UPSETTING, TAMPERING WITH RECEPTACLES, OR PLACING GARBAGE IN RECEPTACLES OTHER THAN OWN.**

(A) No person shall upset or tamper with a public or private receptacle designed or used for the deposit of litter or cause or permit its contents to be deposited or strewn in or upon any public place or private premises.

(B) No person shall place any garbage, or litter within the city in a receptacle other than his or her own receptacle or one which has been provided for him or her by his or her corporation or landlord. It shall be prima facie proof that the individual has placed garbage or litter in an unauthorized receptacle if the trash found in the receptacle bears the name of the individual who is not authorized to place garbage or litter in the receptacle.

**§ 8-5 DUMPING.**

It shall be unlawful to dispose of garbage, refuse or ashes by dumping same on any premises in the city, with or without the consent of the owner of the premises. It shall be unlawful for the owner of any real property in the city to dump or permit the dumping of garbage, refuse or ashes on his or her property.

(Ord. passed 3-4-1969)

**§ 8-6 CONTAINERS.**

(A) All garbage, refuse and ashes awaiting disposal shall be placed in metal or plastic containers equipped with a tight cover. Any container that is not a commercial dumpster used by a sanitation company shall be equipped with handles so that it may be carried by one person and shall have a capacity of not less than ten gallons or more than 30 gallons. While storing garbage, refuse or ashes, the container shall be kept completely closed at all times.

(B) No person shall permit his or her containers to set upon any public right-of-way unless placed there for pickup and then only on the day of pickup and prior to the pickup. All containers shall be placed near a public road, street or at a place convenient to be picked up for disposal purposes.

(Ord. passed 3-16-1967; Ord. passed 3-4-1969)

***Cross-reference:***

*Nuisances, see Chapter 13*

***Editor's note:***

*See the editor's note under the chapter analysis.*

***Statutory reference:***

*Solid Waste Management, see KRS Ch. 109*

**§ 8-7 PROHIBITED STORAGE.**

(A) It shall be unlawful for any person owning or having custody of any junked motor vehicle or motor vehicle accessories to store or permit any such vehicle or accessories to remain on any private property within the city for a period of more than 30 days after the receipt of a notice requiring the removal, and it shall be further unlawful for any person owning any private property in the city to store or permit to remain any vehicle or accessories on his or her property for more than a like period. The storage is declared to be a public nuisance and may be abated or removed and penalties imposed as provided in this chapter.

(B) It shall be unlawful for any person, after notification to remove any junked motor vehicle or motor vehicle accessories from any private property has been given, to move the same to any other private property upon which storage is not permitted or onto any public highway or other public property for purposes of storage.

(C) This section shall not apply to any motor vehicle or motor vehicle accessories stored underneath a covering including, but not limited to, tarpaulins and/or car coverings in which the motor vehicle or motor vehicle accessories cannot be seen by the public.

**§ 8-8 PERMITTED STORAGE.**

This section shall not apply to any motor vehicle or motor vehicle accessories stored within an enclosed building or on the premises of a business enterprise operated in a lawful place and manner when necessary to the operation of the business enterprise, in a storage place or depository maintained in a lawful place and manner, or seasonal use vehicles such as snowmobiles, motorcycles, motor scooters and non-motorized campers. The business enterprises shall include auto junk yards, auto repair and auto body shops but shall not include automobile service stations or tire, battery and accessory sales stores.

**§ 8-9 INVESTIGATION OF PREMISES.**

The Code Enforcement Officer on routine inspection or upon receipt of a complaint may investigate a suspected junked motor vehicle or motor vehicle accessories and record the make, model, style and identification numbers and its situation.

**§ 8-10 NOTICE OF REMOVAL.**

(A) Whenever the Code Enforcement Officer finds or is notified that any junked motor vehicle or motor vehicle accessories have been stored or permitted to remain on any private property within the city, the Code Enforcement Officer shall send, by certified mail, a notice to the owner of record of the

motor vehicle or accessories, if the owner can be ascertained by the exercise of reasonable diligence, and also the owner of the private property as shown on the tax assessment records of the city, on which the same is located, to remove the junked motor vehicle or motor vehicle accessories within 30 days.

(B) The notice shall also contain the following additional information:

- (1) Nature of complaint;
- (2) Description and location of the motor vehicle and/or motor vehicle accessories;
- (3) Statement that the motor vehicle or motor vehicle accessories will be removed from the premises no later than 30 days from date of notification;
- (4) Statement that removal from the location specified in the notification upon which the storage is not permitted is prohibited and shall subject the person to additional penalties;
- (5) Statement that if removal is made within the time limits specified, notification shall be given in writing to the Code Enforcement Officer; and
- (6) Statement of the penalties provided for non-compliance with the notice.

#### **§ 8-11 COMMERCIAL HANDBILLS OR HANDBILLS AND SIGNS ON PUBLIC PLACES.**

(A) *Commercial handbills or handbills, signs; public places and objects.*

(1) No person shall paint, mark or write on, or post or other wise affix any handbill or sign to or upon any sidewalk, crosswalk, curb, curbstone, street lamppost, hydrant, tree, shrub, tree stake or guard, electric light or power or telephone pole or wire appurtenances, or upon any fixture of the fire alarm or police system or upon any lighting system, public bridge, drinking fountain or other lifesaving equipment, street sign or traffic sign.

(2) Nothing in this section contained shall apply to the installation of terrazzo sidewalks or sidewalks of similar construction, sidewalks permanently colored by an admixture in the material of which the same are constructed, and for which the building inspector has granted a written permit.

(3) Any commercial handbill, handbill or sign found posted, or otherwise affixed upon any public property contrary to the provisions of the section, may be removed by the Code Enforcement Officer. The person responsible for any such illegal posting shall be liable for the cost incurred in its removal.

(4) Nothing in this section shall apply to the installation of a metal plaque or plate, or individual letters or figures, in a sidewalk commemorating a historical, cultural or artistic event, location or personality for which the Building Inspector has granted a written permit.

**Radcliff - Garbage and Trash**

(B) *Throwing or distributing commercial handbills or handbills in public places.* No person shall throw, scatter or cast any kind of commercial handbill or handbill in or upon any public place within the city; and no person shall hand out or distribute or sell any commercial handbill in any public place; provided, however, it shall not be unlawful for any person to hand out or distribute handbills or any other thing which is otherwise permitted and authorized by law in any public place to any person willing to accept the commercial handbill or handbill or other thing, without payment therefore.

(C) *Placing commercial handbills or handbills in or upon vehicles, except with the consent of the owner of the property.* No person shall deposit, fasten, throw, scatter or cast any handbill in or upon any vehicle. The provisions of the section shall not be deemed to prohibit the handing of any noncommercial handbill to the owner or other occupant of any vehicle who is willing to accept it without payment therefore.

(D) *Premises posted against commercial handbill or handbill distribution.* No person shall place any handbill upon any premises if required by anyone thereon not to do so or if there is placed on the premises in a conspicuous position near any entrance thereof a sign bearing notice indicating in any manner that the occupants of the premises do not desire to have any such handbills left upon the premises.

(E) *Manner of commercial handbill or handbill distribution on inhabited private premises.* No person shall place any commercial handbill or handbill in or upon any private premises which are inhabited, except by handing or transmitting any such commercial handbill or handbill directly to any other person then present in or upon the private premises. However, in case of inhabited private premises which are not posted against commercial handbill or handbill distribution as provided in this article, any person, unless requested by someone upon such premises not to do so, may place or deposit any commercial handbill or handbill in or upon the inhabited private premises, if the handbill is placed or deposited so as to prevent it from being carried by the elements about the premises or elsewhere, except that mailboxes may not be so used when prohibited by federal postal laws or regulations.

(F) *Clean-up.* Any person distributing commercial handbills or handbills shall maintain the area which they are utilizing free of any litter caused by or related to the commercial handbill or handbill distribution.

**§ 8-12 MANDATORY GARBAGE PICKUP.**

All persons, partnerships, corporations or any legal entity who accumulate garbage or litter within the city shall be required to have the garbage or litter disposed of by a commercial sanitation company which regularly picks up garbage or litter within the city. The garbage or litter shall be picked up at least once per week. Mandatory garbage or litter pickup is required in order to provide for the health and welfare of the citizens of the city and to ensure the best disposal of garbage or litter.

**§ 8-13 CONVEY OF LOOSE MATERIALS ON PUBLIC WAYS.**

(A) *Vehicles dropping contents on street.* It shall be unlawful for any person to transport in any vehicle or by any other means or manner any loose material or articles likely to sift, fall, spill or be blown about on any public street, alley, easement or median, or any other public way in the city; provided that this section shall not be construed to apply to the provisions of this chapter preparatory to having such material collected and disposed of, in the manner provided herein.

(B) *Regulations for use of garbage or litter disposal vehicles.*

(1) It shall be unlawful for any person to overload such vehicles. Each operator of such a vehicle shall cover the contents or shall convey the contents in tightly secured and covered boxes or other containers. The bed and sides of any vehicle used for the transport of garbage or litter shall be of metal construction or shall be lined with metal.

(2) In case any of the contents of the vehicles shall become blown or scattered upon any public street, alley, easement, median or other public way or place in the city, the person in charge thereof shall immediately gather up or cause to be gathered up any such blown or scattered material.

(3) No persons shall drive or move any loaded or partly loaded truck or other vehicle within the city unless the vehicle is so constructed or loaded as to prevent any part of its load, contents or litter from being blown or deposited upon any public place or private premises. Nor shall any person drive or move any vehicle or truck within the city, the wheels or tires of which carry onto or deposit in any public place or private premises, mud, dirt, sticky substances, litter or foreign matter of any kind.

**§ 8-14 MAINTENANCE OF PROPERTY.**

(A) *Litter collection and storage areas; clean conditions.* Every owner or occupant or lessee of a house or building used for residence, business or commercial purpose shall maintain litter collection and storage areas in a clean condition and insure that all litter is properly containerized. Failure to so maintain clean litter collection and storage areas shall constitute a violation of this section.

(B) *Duty to collect litter before it is carried from the premises.* All litter that is subject to movement by the elements shall be secured by the owner of the premises where it is found before the same is allowed to be removed by the elements to adjoining premises. Cleaning up the litter in a reasonable time is a defense to a violation.

(C) *Neglected premises visible to the public.* It shall be the duty of any person owning or controlling a house or other building or premises, including vacant lots visible from any public place or private premises, to maintain the premises in a reasonably clean and orderly manner and to a standard

conforming to other orderly premises in that vicinity. It shall be a violation of this section to abandon, neglect or disregard the condition or appearance of any premises so as to permit it to accumulate litter thereon. Neglected premises shall not include fields or farm land that are not adjacent to residences and are natural to the field or area.

(D) *Areas around business premises; clean conditions.* The owner or person in control of any public place, including but not limited to restaurants, shopping centers, fast-food outlets, stores, hotels, motels, industrial establishments, office buildings, apartment buildings, housing projects, gas stations, hospitals and clinics shall keep the premises clean of litter and shall take measures to prevent litter from being carried by the elements to adjoining premises. It shall be a violation of this section to abandon, neglect or disregard the condition or appearance of the premises so as to permit it to accumulate litter thereon.

(E) *Construction sites; clean conditions.* The property owners and the prime contractors in charge of any construction site shall maintain the construction site in such manner that litter will be prevented from being carried by the elements to adjoining premises.

(F) *Maintaining sidewalks, easements and alleys.* Persons owning, occupying or in control of any premises shall keep the sidewalks, easements and alleys adjacent thereto free of litter.

(G) *Neglected containers; contractor.*

(1) It shall be unlawful for any person who has contracted to collect and remove litter, or garbage described above to allow that litter, or garbage to remain uncollected beyond the date provided by the contract for its collection and removal, or in any case to allow that container to remain unemptied for longer than fourteen days or in any case until after that litter, or garbage creates any condition which is offensive to persons upon any private premises or public place.

(2) A violation of this section may be abated in accordance with the provisions of § 8-21 of this article; provided, however, that, in lieu of the lien therein provided the container in question may be impounded and a lien be executed against any property held in connection with the business of collecting litter or garbage by the person who has agreed by contract to collect and remove that litter or garbage in question.

#### **§ 8-15 ILLEGAL DEPOSITS OF GARBAGE. (RESERVED)**

#### **§ 8-16 ILLEGAL DEPOSITS OF LITTER AND THE LIKE.**

It shall be unlawful to cause or permit any ashes or litter to accumulate except in a covered container.

#### **§ 8-17 DISPOSAL. (RESERVED)**

**§ 8-18 DUMPING.**

(A) It shall be unlawful to dispose of garbage or litter by dumping same on any premises in the city, with or without the consent of the owner of the premises.

(B) It shall be unlawful for the owner of any real property in the city to dump or permit the dumping of garbage or litter on his or her property.

**§ 8-19 LITTER RECEPTACLES.**

(A) *Containers generally.*

(1) All garbage or litter awaiting disposal shall be placed in metal or plastic containers equipped with a tight cover.

(2) Any container that is not a commercial dumpster used by a sanitation company shall be equipped with handles so that it may be carried by one man and shall have capacity of not less than ten gallons, nor more than 36 gallons.

(3) While storing garbage or litter, the container shall be kept completely closed at all time.

(B) *Pick-up.* No persons shall permit their containers to set upon any public right-of-way unless placed there for pick-up and then only on the day of pick-up and prior to the pick-up. All containers shall be placed near a public road, street or at a place convenient to be picked up for disposal purposes.

(C) *Public places.* Every owner, occupant, tenant or lessee using or occupying any public place shall provide adequate litter receptacles of sizes, numbers and types as required to contain all litter generated by those persons frequenting that public place and as specified by the Code Enforcement Officer.

(D) *Private premises.* The owner or person in control of private premises shall maintain litter receptacles for collection of litter as necessary.

(E) *Specifications.* Litter receptacles shall comply in size, material and all other characteristics with the specification of regulations made pursuant to this article.

(F) *Periodical emptying of receptacles.* All litter shall be removed periodically from litter receptacles as necessary to maintain their usefulness and in accordance with regulations made pursuant to this article.

(G) *Litter receptacles obstructing traffic.* Litter receptacles shall not be placed in any location where they may obstruct vehicular traffic or unreasonably obstruct pedestrian traffic.

(H) *Containers exempt from the provisions of this section.* No section of this article and no regulations made pursuant to this article in furtherance of the purposes and provisions of this article shall be construed to regulate the containers used in the collection of litter, or garbage which containers are regulated by city ordinances.

#### **§ 8-20 ENFORCEMENT.**

Regulations promulgated in this article shall be enforced by the Code Enforcement Officer.

#### **§ 8-21 ABATEMENT BY THE CITY.**

The Code Enforcement Officer, where premises are in violation of any section of this article, is hereby empowered to enter upon the premises and may thereupon correct the unclean conditions and place a lien on the land in the same amount and in accordance with the procedure provided for abatement of unwholesome environmental conditions, but the person shall also be liable in an action to recover the hereinafter named penalty.

#### **§ 8-22 RECOVERY BY CITY OF EXPENSES OF LITTER REMOVAL.**

The city is damaged by the depositing of litter within the city and the cost of litter removal has become a significant expense of the city. It is intended that persons responsible for the expenses shall bear the costs of same. In order to recover the cost of litter removal, the city may bring a civil action against any person believed to be responsible for depositing litter. The city may, in order to avoid the necessity of the institution of the action, make an offer of settlement to any person believed to be responsible for depositing litter. If the settlement offer is accepted, no action will be instituted by the city.

### ***ARTICLE II. PRINCIPLES FOR ESTABLISHING FRANCHISE***

#### **§ 8-51 ESTABLISHED.**

The city does hereby establish an exclusive franchise for the collection of garbage, trash, refuse and waste within the territorial limits of the city for residential and commercial residents as they now exist and as they may exist in the future.  
(Ord. passed 4-5-1979; Ord. passed 9-8-2003)



**§ 8-52 CONSIDERATION PAID BY BIDDER.**

The city shall be paid a consideration by the successful bidder for a franchise, which shall be expressed as a percentage of the gross revenue received by the successful bidder with a guaranteed minimum of 3%. The successful bidder(s) shall pay the percentage of gross revenue known as franchise fees at least on a quarterly basis. The franchise fee shall be due no later than fifteen days from the last day of the quarterly period based on a calendar year basis. ( January 15, April 15, July 15 and October 15)

(Ord. passed 4-5-1979; Ord. passed 9-8-2003; Ord. 08-11-1051, passed 11-12-2008)

**§ 8-53 VARIOUS BID REQUIREMENTS.**

(A) *Collection.* The successful bidder shall collect and dispose of all residential and commercial garbage, trash, refuse and waste, with the exception of no industrial waste and roll-off dumpsters leased by customers for disposal of construction debris on a temporary, limited or one-time basis, and shall collect the approved fees therefor, subject to the approval of the City Council. The successful bidder shall not, at any time, raise the garbage collection rates without the approval of the City Council. No add on charges may be assessed without the expressed consent of the City Council.

(B) *Company information.* Each bidder shall give his or her full name, firm or company and his, her or its address.

(C) *Service of customers.* Each bidder must serve any customer located within the city and be prepared to service the entire area of the city.

(D) *Charges.* Each bidder must state the charge to each customer receiving services and the charges shall not be discriminatory nor unreasonable however, bidder(s) may differentiate among customer charges between commercial customers and residential customers and other relevant factors such as the size of commercial containers and number of pick ups provided but any and all charges must always be approved by the City Council as here and after set out. The charges for each type of collection and disposal service shall be the same for each type of user receiving the service, but in no event shall the collection charges be charged more than three months in advance. The responsibility for the collection of the charges shall be with the franchise holder who assumes the sole responsibility therefore without right of indemnification from the city who is free of obligation for these charges.

(E) *Description of vehicles.* Each bidder must state the number of vehicles, type of vehicle and age of vehicle to be used in servicing its customers.

(F) *Proposed rates.*

(1) Each bidder must state the proposed rates to be charged for:

(a) Collection and transportation services rendered;

- (b) Disposal services rendered; and
- (c) Total services rendered per customer.

(2) These amounts may be on a per pick-up basis or per time span basis (example: per day, per week, per month and the like) or per volume or per weight basis or container size as it relates to commercial customers.  
(Ord. passed 4-5-1979; Ord. passed 2-18-1998; Ord. passed 9-8-2003; Ord 08-11-1051, passed 11-12-2008)

#### § 8-54 NUMBER OF WEEKLY COLLECTIONS.

The successful bidder shall be responsible for the pickup of residential garbage, trash, refuse and waste at the street or lot fronting each residence. The collection for residential customers must be at least one time per calendar week. The number of collections for commercial customers shall be agreed upon between the commercial customer and the successful bidder, but shall not be less than one pickup per week and the successful bidder shall be capable of pickups as often as daily.  
(Ord. passed 4-5-1979; Ord. passed 2-18-1998; Ord. passed 9-8-2003; Ord 08-11-1051, passed 11-12-2008)

#### § 8-55 HOURS OF COLLECTION; LITTERING.

The successful bidder shall make collections between the hours of 6:00 a.m. and 10:00 p.m. and such collection shall be done as quietly as possible. The successful bidder shall not litter any premises, whether public or private.  
(Ord. passed 4-5-1979; Ord 08-11-1051, passed 11-12-2008)

**Editor's note:**

*Inclusion of 1, 3-18, 20, 21 of an ordinance adopted Apr. 5, 1979, as Ch. 8, art. 11, 8-19-8-37, was at the discretion of the editor, the ordinance being nonamendatory of the Code. To accomplish this inclusion, the editor has designated the existing provisions of Ch. 8, 1-8-8, as Article I. In General. In connection with the establishment of franchises, the user's attention is drawn to 22 of the ordinance, which reads as follows: In the event Hardin County adopts an ordinance pertaining to the same subject matter as this ordinance, then and in that event any standard of Hardin County's Ordinance which is more stringent than the corresponding standard in this ordinance shall become the standard for purposes of this ordinance.*

#### § 8-56 BIDDER TO FURNISH PERSONNEL AND EQUIPMENT.

The successful bidder shall furnish all labor, tools and equipment necessary for the operation of the collection system and be responsible for all maintenance of the equipment. The successful bidder shall provide an adequate number of collection vehicles; and each of the vehicles must be inspected annually

by a representative of the city and must be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the name and phone number of the successful bidder, but shall not make reference to the city.  
(Ord. passed 4-5-1979)

**§ 8-57 MATERIALS SUBJECT TO REFUSAL.**

(A) The successful bidder may refuse to accept for regular collection the following, except that the successful bidder shall be required to collect material not in convenient garbage cans and bundles such as household fixtures, appliances and furniture at specified times designated as cleanup periods by the City Council. In addition, the successful bidder will be required to furnish, at a location to be determined by the city, one 40-yard roll off box without charge to the city for use by the general public during April clean up.

- (1) Radioactive materials;
- (2) Poisons liable to contaminate the disposal area;
- (3) Liquid wastes;
- (4) Construction projects;
- (5) Materials not in convenient garbage cans and bundles; and
- (6) Household fixtures, appliances, furniture, rock and stone.

(B) The bidder shall operate in compliance with all the applicable laws, ordinances and regulations of the state and the city.  
(Ord. passed 4-5-1979; Ord. 08-11-1051, passed 11-12-2008)

**§ 8-58 BIDDER TO MAINTAIN OFFICE IN CITY.**

The successful bidder shall establish, publish on the customers' statements and maintain a local and/or toll free telephone number providing direct access to an office in Radcliff or the office closest to Radcliff through which he or she may be contacted for service and at which service may be applied for, service fees paid and complaints made. The successful bidder's office shall be equipped with sufficient telephones and shall be open with a responsible person in sufficient charge to reasonably conduct the business of the successful bidder Monday through Friday of each week. Billing may be made for a period of no greater than three calendar months per billing cycle in advance. The successful bidder shall provide notices to residential customers notifying them of large item pickup dates and/or "clean-up dates".

(Ord. passed 4-5-1979; Ord. passed 2-18-1998; Ord. passed 9-8-2003; Ord 08-11-1051, passed 11-12-2008)

**§ 8-59 PERFORMANCE BOND.**

The successful bidder shall furnish a performance bond for the faithful performance of the agreement, executed by a duly licensed surety company in the penal sum of \$100,000, which shall be continued as long as the agreement is in effect.  
(Ord. passed 4-5-1979)

**§ 8-60 INSURANCE REQUIRED.**

The successful bidder hereby binds himself or herself to indemnify and hold harmless the city from all claims, demands and/or actions, legal and/or equitable, arising from the bidder's operation hereinabove described. The bidder further agrees to obtain and keep continuously in effect public liability and property damage insurance in an amount of not less than \$1,000,000 for any one person and \$3,000,000 for any accident, and not less than \$100,000 property damage insurance, which policy or policies shall be for the protection of the bidder or the city as its interests may appear. Proof of the insurance shall be furnished by the bidder to the city by certificates of insurance, with a minimum cancellation time of ten days, the time to commence after delivery of the notice to the city at the address hereinafter set forth: City of Radcliff, 411 W. Lincoln Trail Blvd., Radcliff, KY 40160.  
(Ord. passed 4-5-1979; Ord. passed 2-18-1998)

**§ 8-61 COMPLIANCE WITH STATE WORKERS' COMPENSATION PROVISIONS.**

The successful bidder, if and when he or she comes within the provisions of the Workers' Compensation Act of the state, shall carry in a company authorized to transact business in the state, a policy of insurance fulfilling all requirements of the Workers' Compensation Act of the state, including, all legal requirements for occupation disease.  
(Ord. passed 4-5-1979)

***Statutory reference:***

*Worker's compensation, see KRS Ch. 342*

**§ 8-62 FAILURE OF BIDDER TO PERFORM.**

(A) In the event the successful bidder shall fail to collect materials therein provided to be collected for a period in excess of ten days and provided the failure is not due to war, insurrection, riot, act of God or any other cause or causes beyond the bidder's control the city may, at its option, after written notice to the bidder as provided therein, take over and operate any or all the bidder's equipment used in the performance of the agreement, and provide for the operation until the matter is resolved and the bidder is again able to carry out its operations under the agreement. Any and all operating expense incurred by the city in so doing may be deducted by it from any compensation which might be due to the bidder therein from any source whatever.

(B) If the bidder is unable for any cause to resume performance at the end of 30 days, all liability of the city under the agreement to the bidder shall cease, and the city shall be free to negotiate with other bidders for the operation. The operation with another bidder shall not release the bidder therein of its liability to the city for the breach of the agreement. In the event that the agreement is negotiated with another bidder, third-party liability of the bidder therein shall terminate insofar as same arises from tortious conduct in operation and control.

(C) The city may, at its discretion, at any time during the term of this franchise, review the operation of any solid waste collection and disposal services and may, at its discretion, with just cause, terminate any franchise herein granted, upon 30-days' notice. Additionally, the contracts may be terminated upon five-days' notice for serious violations which the city, in its sole discretion, deems justifiable.

(Ord. passed 4-5-1979; Ord. passed 2-18-1998)

#### **§ 8-63 ASSIGNMENT SUBJECT TO CONSENT OF CITY.**

No assignment of the agreement or any right occurring under the agreement shall be made in whole or in part by the successful bidder without the express written consent of the city, nor shall any subcontract be let under the agreement without the express written consent of the city; and, in the event of any assignment, the assignee shall assume the liability of the bidder, but the bidder shall not be relieved of any liabilities due to any assignment or subcontract.

(Ord. passed 4-5-1979)

#### **§ 8-64 RECORDS TO BE KEPT BY BIDDER.**

The successful bidder shall keep daily records of garbage and trash collected and the city shall have the right to inspect the same for the purpose of analysis of the financial conditions of the operation. The bidder shall submit a proposed record and accounting system for approval. All information so obtained shall be confidential and shall not be released by the city unless expressly authorized in writing by the bidder.

(Ord. passed 4-5-1979)

#### **§ 8-65 TERMINATION OF AGREEMENT.**

The agreement shall terminate in the case of bankruptcy, voluntary or involuntary, or insolvency of the bidder. The time of termination in the event of bankruptcy shall be the day and time of filing of the petition in bankruptcy.

(Ord. passed 4-5-1979)

**§ 8-66 MODIFICATION.**

The agreement shall constitute the entire agreement and understanding between the parties; and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties.  
(Ord. passed 4-5-1979)

**§ 8-67 RIGHT OF ENFORCEMENT BY CITY.**

The failure of the city at any time to require performance by the bidder or any provisions of the agreement shall, in no way, affect the right of the city thereafter to enforce same. Nor shall waiver by the city of any breach of any provisions be taken or held to be a waiver of any succeeding breach of provision or as a waiver of any provision itself.  
(Ord. passed 4-5-1979)

**§ 8-68 DISPOSAL OF WASTE MATERIALS.**

All waste materials collected by the bidder shall be disposed of in the Hardin County Recycling and Disposal Facility located at Pearl Hollow. The successful bidder shall be required to pay any charges for disposal as any other landfill customer. In the event this designation of the franchise is for any reason found illegal, invalid or unconstitutional, the city shall have the right to exercise its option to terminate this franchise.  
(Ord. passed 4-5-1979; Ord. passed 2-18-1998)

**§ 8-69 DEFINITIONS.**

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**COMMERCIAL CUSTOMERS** and **GARBAGE**. All types of solid waste generated by stores, offices, restaurants, warehouses and other service and non-manufacturing activities, excluding residential and industrial solid waste.

**INDUSTRIAL SOLID 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 processes for manufacturing or producing the following: electric power generation; fertilizer or agricultural chemicals; food and related products or by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and

miscellaneous plastic products, except tire-derived fuel; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. Industrial waste and industrial customers are not included in this franchise and those customers may negotiate with any waste disposal company that is capable of removing and disposing of their industrial solid waste and garbage

**RESIDENTIAL CUSTOMERS.** Customers with solid waste, including garbage and trash generated by single and multiple family residence, hotels, motels, bunk houses, ranger stations, crew quarters and recreational areas such as picnic areas, parks and camp grounds. For the purpose of this franchise, a **RESIDENTIAL CUSTOMER** is hereby defined to be those places used by persons as their place of residence, including private residences, apartment buildings and mobile homes, including mobile homes located within a mobile home park and commercial customers are customers who are not residential customers.

**SUCCESSFUL BIDDER.** He or she shall negotiate with owners of apartment buildings and mobile home parks as if they were commercial customers if the customers use the ordinary containers of a commercial customer such as storage dumpster; the negotiation shall be on the same rates as were bid and approved for commercial customers in this franchise.  
(Ord. passed 9-8-2003; Ord. 08-11-1051, passed 11-12-2008)

#### **§ 8-70 AUTHORITY TO ADVERTISE FOR BIDS.**

The Mayor or his or her designee is hereby authorized to advertise for bids as herein before set out.

#### **§ 8-71 RESIDENTIAL/COMMERCIAL BID ACCEPTANCE.**

The city expressly reserves the right to distinguish between residential garbage/solid waste, commercial garbage/solid waste and/or industrial solid waste and award a franchise limited in whole or in part to residential garbage/solid waste and commercial garbage/solid waste or may accept separate bids for each and/or reserve the right to accept a bid for a joint collection of each.

#### **§ 8-72 TERM OF THE FRANCHISE.**

This franchise shall be for a period not to exceed five years, to commence on a date agreed to by the city and the bidder(s) and the city reserves the right to grant the franchise for such terms or optional period as fixed by the city.

**§ 8-73 PENALTY.**

Any person who shall violate this article shall be fined not less than \$20, nor more than \$500, and/or 12-months' imprisonment for each offense; a separate offense shall be committed for each day the violation occurs. Any person violating this article may also be found guilty of a civil offense. The civil fine shall be not less than \$20, nor more than \$250. The civil fine shall be paid directly to the city. If the fine is not paid within 30 days from the date of notification, then the city may recover the fine in a civil action in a court of proper jurisdiction. The city may also obtain injunctions or abatement orders to ensure compliance with this article or pursue administrative remedies when appropriate, including injunctions and abatement proceedings.

(Ord. passed 3-16-1993; Ord. passed 10-11-1994)



## Stephanie Givens

---

**From:** Ashley Russo <ashley.russo@radcliffky.gov>  
**Sent:** Thursday, May 26, 2022 10:50 AM  
**To:** Stephanie Givens  
**Subject:** Re: Current Waste Hauler Contract

**THINK BEFORE YOU CLICK!** Avoid clicking links, attachments, or replying to unwanted or unknown email messages.  
We are still running under the old one. The new one is still in negotiations.

---

**From:** Stephanie Givens <SGivens@hcky.org>  
**Sent:** Thursday, May 26, 2022 10:47 AM  
**To:** Ashley Russo <ashley.russo@radcliffky.gov>  
**Cc:** jjduvall@radcliff.org <jjduvall@radcliff.org>  
**Subject:** Current Waste Hauler Contract

I need to get a copy of the current waste hauler contract you have with Waste Management. Or I think that is who you all use currently. Or can you tell me where to get it on-line maybe. I need this for the 5-Year Waste Management Plan I am working on right now.

Let me know if you have any questions.

Thanks,



**Stephanie Givens**

**Operations / Solid Waste Director**  
**Hardin County Fiscal Court**  
**P.O. Box 568**  
**Elizabethtown, Ky. 42701**  
**Phone (270) 360.9207**  
**Fax (270) 982.8590**

**CONFIDENTIALITY NOTICE:** This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not use, copy, or distribute this e-



## CONTRACT

THIS CONTRACT is hereby entered into between City of Radcliff and Waste Management of Kentucky, LLC, (hereinafter referred to as "Contractor").

WHEREAS, the CITY has duly awarded to Waste Management a franchise for the exclusive collection and disposal of residential and commercial waste, and disposal of such waste.

WHEREAS, Contractor is in the business of the collection and disposal of such waste and has the means and facilities to provide such services to said CITY;

NOW, THEREFORE, it is agreed as follows:

1. Contractor shall have the right to collect and dispose of residential solid waste within the CITY pursuant to the following terms and conditions:

- A. Collection shall be at the curbside for garbage. Additional services shall be provided in accordance with Section 5, below.

If the holiday is on a Monday, all collections will be made one day later that week. If the holiday is on Tuesday, Wednesday, Thursday, or Friday, then collections will be made one day later that week.

- B. Large and/or bulky items (one item per week), such as stoves, hot water heaters, furniture, etc.; placed at the curbside will be collected on normal collection days. Residents must have any item containing Freon "Green Tagged" by a certified agent to show that the Freon was removed prior to disposal.

- C. Contractor will not collect the following items:

ITEMS CONTRACTOR WILL NOT COLLECT	
No Hazardous Waste	No Car Parts
No Liquid Waste of any Kind	No Tires
No Batteries	No Wet Paint
Nothing that could be harmful to Contractor's employees	

Max weight any container:	50 lbs.
Max bag size:	33 gals.
Max can size:	32 gals.
No barrels or boxes of any type will be emptied.	

2. Contractor will indemnify and hold harmless, the CITY, its officers, agents, servants, and employees from and against any and all suit actions, legal proceedings, claims, demands, damages, costs and expenses, and attorney fees to the extent caused by it's negligence or failure to comply with the terms and conditions of this Contract.
3.
  - A. WORKMEN'S COMPENSATION – Workmen's Compensation insurance shall be carried by Contractor for the full statutory amounts required by the Commonwealth of Kentucky.
  - B. GENERAL LIABILITY INSURANCE – Insurance against all risks involved in Contractor's operation under this contract agreement will be carried in an amount of no less than \$1,000,000 for one or more persons personally injured in the one occurrence or accident and \$500,000 for property damage in any claim.
  - C. AUTOMOBILE PUBLIC LIABILITY INSURANCE – Insurance against all risks Caused by the maintenance, use, and operation of motor vehicles by Contractor Shall be carried with the limits of no less than \$1,000,000 for one or more persons Personally insured in any one claim.
4. The term of this Contract extension shall be from January 1, 2014 to December 31, 2018.
5. Waste Management shall provide once per week residential curbside collection services and commercial collection. The rate per service can be found in the Bid Documents attached
6. Contractor agrees to comply with all Federal, State, and local laws and regulations in the Collection, removal, and disposal of all such waste material. In the event that Contractor Incurs increased costs (such as, but not limited to, tipping fees, disposal fees, surcharge Fees, additional fuel costs) as a result of imposition of new governmental regulations not In effect as of the Effective Date, then the compensation under this Contract shall be Adjusted by an amount commensurate with the increased cost incurred by the Contractor.
7. The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period, that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean:
  - A. An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, act of terrorism, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, strike or other labor disturbances, governmental actions or regulations, governmental requests or requisitions for national defense, or breakdown or injury to, or shortage in, facilities used for the handling, processing

or transportation of Solid Waste or any other cause beyond the reasonable control of either party;

- B. The order or judgment of any federal, State, or local court, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) if it is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon; provided that neither the contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party;
  - C. The suspension, termination, interruption, denial, or non-renewal of any permit or approval essential to the operation of the Contractor; or
  - D. A Change in Law. "Change in Law" means (i) the adoption, promulgation, or modification or reauthorization after the date of this Agreement of any law, regulation, order, statute, ordinance, rule or binding judicial or administrative ruling that was not adopted, promulgated, modified or reissued on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after the date of this Agreement, which in the case of either (a) or (b) establishes requirements affecting a party's operation under this Agreement more burdensome than the requirements that are applicable to such party and in effect as of the date of this Agreement. A change in any federal, State, City, or other tax law or workers compensation law shall not be a Change of Law. However, in the event that a federal, State or local entity imposes a fee, charge or tax after the date of this Agreement that applies to a party's operations per se, such fee, charge or tax shall be treated as a Change in
8. A waiver by either party of any breach of any provision hereof shall not be taken or held to be a waiver of any subsequent breach.
9. This Contract constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter and supersedes any prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, related thereto, except as herein contained. The parties may not modify, supplement or amend this Contract in any way except by written consent of the parties. No amendment shall be construed to release either party from any obligation of this Contract except as specifically provided in the amendment.

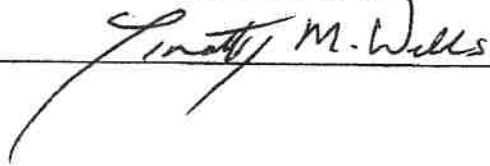
IN WITNESS THEREOF, by its CITY Council hereunto subscribes its name, and Contractor by its duly authorized representative, hereunto subscribes its name this effective as of.

AUTHORIZED SIGNATURE:  
CITY OF RADCLIFF



---

AUTHORIZED SIGNATURE OF  
WASTE MANAGEMENT OF KENTUCKY, LLC



---

**CITY OF RADCLIFF UNIFORM BID SPECIFICATIONS  
FOR SOLID WASTE FRANCHISE  
OPTION #2 - 5 Year Term  
(RESIDENTIAL AND COMMERCIAL)**

**RESIDENTIAL MONTHLY RATE**

Once weekly (1) curbside pickup of trash, garbage and refuse		
Once weekly (1) curbside pickup of yard waste (unlimited bags)	0	
• Collection and transportation	\$ 8.17	
• Disposal	\$ 3.85	
• Total	\$ 12.02	
Cost of 90 cart per customer for residential pickup	\$ 2.00	
Cost of company provided container per container for voluntary recycling for residential pickup 1 time per week	No Charge for Cont.	
<b>COMMERCIAL-MONTHLY RATE</b>		
Minimum of 1 Weekly Pickup		
1-90 Gallon Cart Collection and Transportation	\$ 10.88	
Disposal Charges	\$ 5.12	
Total Charges Per Month	\$ 16.00	
Additional Pickup/Per Pickup	\$ 8.00	
2-90 Gallon Cart Collection and Transportation	\$ 17.68	
Disposal Charges	\$ 8.32	
Total Charges Per Month	\$ 26.00	
Additional Pickup/Per Pickup	\$ 16.00	
2 cubic yd container Collection and Transportation	\$ 38.87	

Disposal Charges	\$ 18.29	
Total Charges Per Month	\$ 57.16	
Additional Pickup/Per Pickup	\$ 57.16	
3 cubic yd container Collection and Transportation	\$ No Bid	
Disposal Charges	\$	
Total Charges Per Month	\$	
Additional Pickup/Per Pickup	\$	
4 cubic yd container Collection and Transportation	\$ 58.75	
Disposal Charges	\$ 27.65	
Total Charges Per Month	\$ 86.40	
Additional Pickup/Per Pickup	\$ 86.40	
6 cubic yd container Collection and Transportation	\$ 69.43	
Disposal Charges	\$ 32.67	
Total Charges Per Month	\$ 102.10	
Additional Pickup/Per Pickup	\$ 102.10	
8 cubic yd container Collection and Transportation	\$ 80.56	
Disposal Charges	\$ 37.91	
Total Charges Per Month	\$ 118.47	
Additional Pickup/Per Pickup	\$ 118.47	
<b>ROLL OFF BOXES</b>		
20-cubic yd roll off box Collection & Transportation/Load	\$ 135.00	

Disposal Charges Per Ton		\$ 28.25	
Disposal Charge Per Load		Transportation/ Disposal	
30-cubic yd roll off box	Collection & Transportation/Load	\$ 135.00	
Disposal Charges Per Ton		\$ 28.25	
Disposal Charge Per Load		Transportation/ Disposal	
40-cubic yd roll off box	Collection & Transportation/Load	\$ 135.00	
Disposal Charges Per Ton		\$ 28.25	
Disposal Charge Per Load		Transportation/ Disposal	
<p>*Note: Fill in all blanks. If your company does not charge for a particular service, please enter a &gt;0" in that column.</p>			



## **ADDENDUM**

This document serves to add the following to the contract dated October 13, 2006 between the City of Sonora, Kentucky and Rumpke of Kentucky, Inc.

It is hereby agreed as follows:

Effective December 1, 2021 and continuing through November 30, 2023, Rumpke shall continue to provide the City of Sonora with one (1) time per week curbside solid waste collection of up to four (4) 32-gallon cans or equivalent per week. Rumpke will accept one large or bulky item per collection day without additional charge. Residents will be individually invoiced at the rate of \$17.00 per month.

All other terms and conditions of the original contract dated October 13, 2006 (and subsequent Addendums) shall remain unchanged.

The Contractor agrees to comply with all Federal, State and local laws and regulations in the collection, removal, and disposal of all such waste material. In the event that the Contractor incurs increased costs (such as, but not limited to, tipping fees, disposal fees, fuel costs above \$3.25 per gallon on the last Monday of the month prior to invoicing, or new or increased surcharges, fees or taxes as a result of imposition of new governmental regulations not in effect at the time of acceptance of said contract and which regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials) then the City shall, after negotiation with Rumpke and approval by the City Council, adjust the unit cost by an amount commensurate with the increased per unit operating cost incurred by Rumpke.

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, blizzards, windstorms, high water table, unusually severe weather), fires, quarantine, labor disputes or strikes, explosion, shortage or failure in the supply of fuel, electric current or other public utility not caused by Contractor's actions, actions or decrees of governmental bodies not caused by Contractor's actions, or any other cause beyond the control of the parties (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party. Upon receipt of notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract. City agrees that Rumpke shall be entitled to limit the amount of solid waste collected and disposed from residents without additional compensation as a result of or due to a Force Majeure Event. Rumpke shall provide the City with prompt notice of any additional charges in a reasonable and diligent manner.

The term of this contract extension shall be for two (2) years beginning December 1, 2021 and continuing through November 30, 2023. This contract may be renewed for additional option periods upon mutual written agreement of both parties.

**CITY OF  
SONORA, KENTUCKY**

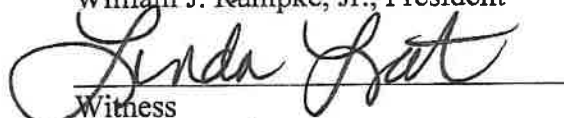
  
Title

Earl T Hodges  
Witness

11/11/21  
Date

**RUMPKE OF KENTUCKY, INC.**

  
William J. Rumpke, Jr., President

  
Witness

10/27/21  
Date

**SUMMARY OF ORDINANCE ESTABLISHING A FRANCHISE FOR THE COLLECTION OF HOUSEHOLD AND  
COMMERCIAL SOLID WASTE WITHIN THE TERRITORIAL LIMITS OF THE CITY OF VINE GROVE**  
**ORDINANCE # 2022-3**

The City of Vine Grove is establishing an exclusive solid waste franchise within the city for the term of five (5) years from February 1, 2022 to January 31, 2027. The City shall be paid a 5% consideration by the successful bidder for this franchise. The successful bidder shall collect and dispose of all household and commercial solid waste as defined in the ordinance, and shall collect the approved fees therefore, subject to the approval of the City Council. Solid waste collection and disposal shall be conducted according to the terms of the ordinance by the successful bidder.

To view the full ordinance please visit [www.vinegrove.org](http://www.vinegrove.org), or email [jessica@vinegrove.org](mailto:jessica@vinegrove.org) or visit City Hall at 300 West Main Street, Vine Grove, KY 40175.

The foregoing Summary of Ordinance of the City of Vine Grove, Kentucky is a true and accurate summary of the contents of said Ordinance, and was prepared by Michael A. Pike, an attorney licensed to practice law in the Commonwealth of Kentucky with the law firm of Pike Law, P.S.C., 1000 Johnstown Road, Suite 100, Elizabethtown, Kentucky.

**ORDINANCE ESTABLISHING A FRANCHISE FOR THE COLLECTION OF  
HOUSEHOLD AND COMMERCIAL SOLID WASTE WITHIN THE  
TERRITORIAL LIMITS OF THE CITY OF VINE GROVE**  
**ORDINANCE # 2022-3**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VINE GROVE,  
KENTUCKY, AS FOLLOWS:

1. The City does hereby establish an exclusive franchise for the collection of household solid waste and commercial solid waste within the territorial limits of the City as they now exist and as they may exist in the future. Any franchise awarded pursuant to this ordinance shall be for a term of five (5) years from February 1, 2022, to January 31, 2027.
2. The successful bidder shall be the lowest and best evaluated bid. The franchise created herein shall be awarded to said successful bidder, which shall be known as the "franchisee." The Mayor or his designee is hereby authorized to advertise for bids as stated herein.
3. The City shall be paid a consideration by the franchisee for this franchise, which shall be expressed as a percentage of the gross revenue received by the franchisee. This percentage shall be no less than five percent (5%) of gross revenue.
4. The franchisee shall collect and dispose of all household solid waste and commercial solid waste as defined as follows:
  - a. "Household solid waste" means solid waste, including garbage and trash generated by single and multiple family residences, hotels, motels, bunkhouses, ranger stations, crew quarters, and recreational areas such as picnic areas, parks and campgrounds, but it does not include tire-derived fuel;
  - b. "Commercial solid waste" means all types of solid waste generated by stores, offices, restaurants, warehouses, and other service and nonmanufacturing activities, excluding tire-derived fuel and household and industrial solid waste. Commercial solid waste DOES NOT include waste collected in roll-off dumpsters leased by customers on a temporary, limited, or one-time basis.

The franchisee shall collect all approved fees for its collection of household and commercial solid waste as defined herein, subject to the approval of the City Council.

5. The franchisee shall collect and dispose of all household solid waste and commercial solid waste at the street or lot fronting each residence and at such location for each nonresidential customer as agreed upon between the nonresidential customer and the franchisee. For those residential customers who are physically unable or disabled, pickup from the residence rather than from curbside shall be offered at no additional charge.

6. Each bidder shall submit a bid for residential collection of one time per week of household solid waste and commercial solid waste. Each bidder shall also submit a bid for residential collection of one time per calendar week of household solid waste and commercial solid waste. Each bidder shall bid the cost of providing each of these options with two employees (driver and tipper). The collection for nonresidential customers shall be agreed upon between the nonresidential customer and the franchisee, subject to the approval of the City Council for collections not provided for herein. If the accepted bid includes collection of curbside recyclables, the franchisee will furnish a recycling container with a lid along with instructions for each pickup point. Each customer provided recyclable pick up services may be charged a reasonable refundable security deposit for each recycling container. The amount charged shall be approved by the City Council. Each bidder shall also include the cost of providing to each residential customer an eight (8) cubic foot refuse container.
7. The franchisee shall make collections at such hours as are approved by the City Council and such collection shall be done as quietly as possible. Collections for residential customers shall commence no earlier than 7:00 a.m. and shall be completed before 6:00 p.m. The franchisee shall not litter premises, whether public or private. The bidder's holiday schedule shall be approved by the City Council. Collection shall be made on the next scheduled pick up day for sites not collected due to holidays. The pick-up missed (either recyclable or regular trash) shall be picked up even though it may not be the scheduled day for that category. Regardless of regular or holiday schedules, in the event of a "missed" street or household(s), the franchisee shall have 24 (twenty-four) hours to provide service to said street or household(s).
8. The franchisee shall furnish all labor, tools and equipment necessary for the operation of the collection system and be responsible for all maintenance of its equipment. The franchisee shall provide an adequate number of collection vehicles and each of said vehicles must be kept in good repair, appearance and in a sanitary condition at all times. Vehicles shall be subject to inspection by representatives of the City at any time and shall be inspected, at a minimum, once a year. Each vehicle shall have clearly visible on each side the name and working telephone number of the franchisee but shall not make reference to the City of Vine Grove.
9. The franchisee may refuse to accept for regular collection radio-active materials, poisons liable to contaminate the disposal area, liquid wastes, commercial construction projects, rock and stone. The franchisee shall not be required to take "industrial solid waste", meaning solid waste generated by a manufacturing or industrial process 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 processes for manufacturing or producing the following: electric power generation; fertilizer or agricultural chemicals; food and related products or by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins

manufacturing; pulp and paper industry; rubber and miscellaneous plastic products, except tire-derived fuel; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment.

10. The franchisee shall be required to collect materials not contained in convenient garbage cans and bundles such as household fixtures, appliances, furniture, bagged leaves, etc. throughout the year including the period of time designated as "Clean-up Month" by the City of Vine Grove. The franchisee shall be available on reasonable notice to facilitate appliance removal from residences for pickup and disposal at no additional charge. The bidder shall operate in compliance with all applicable laws, ordinances and regulations of the United States, the State of Kentucky and the City of Vine Grove.
11. The franchisee shall establish and maintain a local and/or toll free telephone number through which it may be contacted for service, service may be applied for, service fees paid, and complaints made. The franchisee's office shall be equipped with sufficient telephones and shall be open with a responsible person in charge sufficient to reasonably conduct the business of the franchisee Monday through Friday of each week. Billing shall be made for a period of no greater than one calendar month per billing cycle. The franchisee shall provide notices to residential costumers notifying them of large item pick up dates and/or "Clean-up Month".
12. The franchisee shall furnish a performance bond for the faithful performance of the agreement, and executed by a duly licensed surety company or by a letter of credit through a banking institution in Kentucky in the penal sum of one hundred thousand dollars (\$100,000.00) and shall be continued as long as the agreement is in effect. Failure to furnish said performance bond shall be grounds for immediate termination of the franchise granted herein, with any decision regarding termination to be within the sole and complete discretion of the City.
13. The franchisee hereby binds itself to indemnity and holds the City harmless from all claims, demands, and/or actions, legal and/or equitable, arising from the bidder's operation hereinabove described. The bidder further agrees to obtain and keep continuously in effect public liability and property damage insurance in the amount of not less than one million dollars (\$1,000,000.00) for any one person and three million dollars (\$3,000,000.00) for any one accident, and not less than one million dollars (\$1,000,000.00) property damage insurance, which policy or polices shall be for the protection of the bidder and the City as their interest may appear. Proof of such insurance shall be furnished by the bidder to the City before the initiation of collection and within the thirty (30) days immediately preceding the renewal of each subsequent insurance policy period. Said proof of insurance shall be given by the franchisee to the City at the address hereinafter set forth: City of Vine Grove, 300 West Main Street, Vine Grove, Kentucky 40175. The failure to obtain, maintain, and/or continuously keep in effect public liability and property damage insurance by the franchisee during the term of the franchise granted herein shall be grounds for immediate termination of the franchise

granted herein, with any decision regarding termination to be within the sole and complete discretion of the City.

14. The franchisee, if and when it comes within provisions of the Workers' Compensation Act of Kentucky, shall carry workers compensation insurance issued by a company authorized to transact business in the State of Kentucky, with said insurance fulfilling all requirements of the Workers' Compensation Act of Kentucky, including all legal requirements for occupational disease.
15. In the event the franchisee shall fail to collect materials therein provided to be collected for a period of ten (10) days and provided such failure is not due to war, insurrection, riot, Act of God, or any other cause or causes beyond the bidder's control, the City may, at its option, after written notice to the bidder as provided therein, take over the solid waste franchise or retain a third party to provide for such solid waste operation until the franchisee's matter is resolved and the bidder is again able to carry out its operations under the agreement. Any and all operation expense incurred by the City in so doing may be deducted by it from any compensation which might be due to the franchisee therein from any source whatever. If the franchisee is unable for any cause to resume performance at the end of thirty (30) days, all liability of the City under the agreement with said bidder shall cease and the City shall be free to negotiate with other entities for the operation of the solid waste franchise as permitted by law; such operation with another bidder shall not release the original franchisee therein of its liability to the City for such breach of the agreement.
16. No assignment of the agreement or any right occurring under the agreement shall be made in whole or in part by the franchisee without the expressed written consent of the City Council, nor shall any subcontract be let under the agreement without the expressed written consent of the City Council, and, in the event of any assignment, the assignee shall assume the liability of the franchisee, but the original assigning or sub-contracting franchisee shall not be relieved of any liability due to any assignment or sub-contract. Any assignee franchisee approved by the City Council shall be responsible jointly and severally for all future obligations under the franchise with the original (or previous) franchisee, but shall not assume pre-existing liability for the original (or previous) franchisee unless agreed in writing otherwise.
17. The franchisee shall keep daily records of garbage and trash collected and the City shall have the right to inspect the same for the purpose of analysis of the financial conditions of said operation. The bidder shall submit a proposed records and accounting system for approval. All information so obtained shall be confidential and shall not be released by the City unless expressly authorized in writing by the bidder.
18. The agreement shall terminate immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of the bidder. The time of termination in the event of bankruptcy shall be the day and time of filing of the petition in bankruptcy. The agreement shall also terminate immediately in the event the franchisee

commits anticipatory breach of this agreement, or announces or demonstrates in any way it will not fully perform its obligations under the agreement herein.

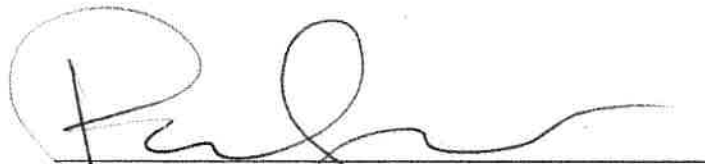
19. The agreement shall constitute the entire agreement and understanding between the parties and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties.
20. The failure of the City at any time to require performance by the successful bidder of any provisions of the agreement shall in no way effect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provisions be taken or held to be a waiver of any subsequent breach of provision or as a waiver of any provision itself.
21. If any of this ordinance shall be declared illegal, void or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.
22. Any and all prior ordinances adopted by the City of Vine Grove on the subject of garbage, trash, refuse and waste collection in the City of Vine Grove by and hereby are rescinded.
23. All waste materials collected by the bidder shall be disposed of in the Hardin County Recycling and Disposal Facility located at Pearl Hollow. The franchisee shall be required to pay any charges for disposal as any other landfill customer. In the event this designation of the franchise is for any reason found illegal, invalid, or unconstitutional, the City shall have the right to exercise its option to terminate this franchise.
24. A "residential customer" is hereby defined to be those places used by persons as their place of residence, including private residences, apartments, buildings and mobile homes, including mobile homes within a mobile home park. A nonresidential customer is any customer who is not a residential customer. The franchisee may negotiate with owners of apartment buildings and mobile home parks as if they were nonresidential customers, for pick up service not provided for by this ordinance in those cases where a central collection point has been provided by the owner of the apartment building or mobile home park.
25. All persons, partnerships, corporations, or any legal entity, except for the Hardin County Public Schools, who accumulates garbage, trash, refuse or waste within the City of Vine Grove shall be required to have said garbage, trash, refuse or waste disposed of pursuant to this ordinance, by the franchisee, in order to provide for the health and welfare of the citizens of the City of Vine Grove and to insure the best economic disposal of garbage, trash, refuse or waste. Failure to comply with this requirement shall be a criminal violation and each offense shall be punishable by a fine of not less than \$10.00 or more than \$250.00 and each day of violation shall be an offense. Franchisee shall notify the City of any city resident or business that does not take franchise service as required herein and shall also notify the City of any resident or business whose service has been discontinued due to non-payment. In no instance will the City be required to



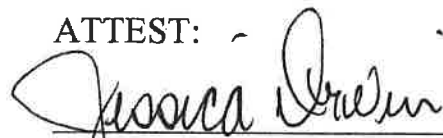
collect payments due the franchisee. The franchisee shall be permitted to charge a customer a one-time late fee of no greater than ten percent (10%) of an overdue payment that is delinquent by more than fourteen (14) calendar days.

26. In the event Hardin County adopts an ordinance pertaining to the same subject matter as this ordinance, then and in that event, any standard of Hardin County's ordinance which is more stringent than the corresponding standard in this ordinance shall become the standard for purposes of this ordinance.
27. All City government and City public park and recreation facility household and commercial solid waste shall be collected by the franchisee without charge. Said collection shall be in the same manner as for similar non-resident customers.
28. The franchisee shall not, at any time, raise its residential and commercial garbage collection rates without approval of the Vine Grove City Council.
29. The terms "franchisee" and "successful bidder" as used herein are synonymous and are intended to be used interchangeably.

Read at a meeting of the Vine Grove City Council on the 3rd day of January, 2021; a second reading was held on the 7th day of February, 2022; and said Ordinance was READ, PASSED and APPROVED at a meeting of the Vine Grove City Council on the 7th day of February, 2022.



PAM OGDEN  
MAYOR, CITY OF VINE GROVE

ATTEST:   
JESSICA IRWIN  
CLERK, CITY OF VINE GROVE

## **CITY OF VINE GROVE 2022 SOLID WASTE FRANCHISE AGREEMENT**

This agreement, made and entered into this 5th day of January, 2022, by and between the City of Vine Grove, a municipal corporation duly organized and operating in the Commonwealth of Kentucky, (hereinafter referred to as "City") and Borders Recycling and Disposal, LLC, (hereinafter referred to as "Franchisee").

### **WITNESSETH:**

WHEREAS, the City has reviewed the legal, character, financial and technical qualifications of the Franchisee in full public proceedings which have provided for competitive bidding and due process; and

WHEREAS, the City adopted an Ordinance dated February 7, 2022, which awarded the Franchisee an exclusive franchise over the public rights of way and accepted the Franchisee's bid thereon as the lowest and best bid; and

WHEREAS, the City has placed the Franchisee upon demand to execute this Franchise Agreement;

NOW, THEREFORE, in consideration of the faithful performance and strict observance by the Franchisee of all terms, provisions, conditions, obligations and reservations hereafter set forth or provided for herein, and also provided in any applicable ordinance or regulation, pursuant to which this Agreement is executed, and in further consideration of the grant to the Franchisee, by the City Council, of the exclusive franchise, it is hereby agreed between the parties hereto as follows:

#### **1. Reaffirmation of Grant and Acceptance.**

The City hereby reaffirms its grant to the Franchisee of the exclusive franchise and rights to collect and dispose of garbage, trash, and solid waste within the territorial limits of the City of Vine Grove for residential and commercial customers.

The Franchisee hereby reaffirms its acceptance of the franchise and warrants and represents that it has examined all the provisions of the applicable Vine Grove Ordinances and regulations, including the Ordinance Establishing A Franchise For Collection of Household And Commercial Solid Waste Within The Territorial Limits of The City of Vine Grove, the City's Invitation for Bids and including specifications and checklist, the Franchisee's bid proposal, and all provisions of this Franchise Agreement, and accepts and agrees to strictly adhere to all provisions contained therein, except as same may be modified by this Agreement. Said Ordinances, regulations, City's Invitation for Bids, City specifications and checklists, Franchisee bidding proposal documents, and other supporting documents are incorporated by reference as if fully copied herein.

The Franchisee agrees to abide by all of the specifications, general information, hours for doing business, provisions discussed at the pre-award conference, and other requirements of the invitation to bid for an exclusive franchise for residential solid waste

collection and disposal within the City of Vine Grove to include the payment of a franchise fee, an insurance performance bond, and the rates as set out in the bid proposal by the Franchisee. The Franchisee agrees to transport and dispose all solid waste to the Hardin County Recycling and Disposal facility located at Pearl Hollow. The Franchisee agrees to pick up garbage a minimum of one (1) time per calendar week.

2. Definitions. Definitions of terms herein shall be provided for by the applicable Vine Grove ordinances and regulations. Terms not defined therein but referred to herein, shall be construed to reflect a common usage and/or the common usage as would apply in the garbage industry.

3. Term of Franchise.

The term of this franchise shall be five (5) years and one month from the effective date hereof, and shall terminate on January 31, 2027.

4. Territorial Extent of the Franchise.

The Franchisee is authorized to operate throughout all the territory within the existing and future territorial corporate limits of the City.

5. Effective Date.

This Agreement shall become effective January 1, 2022.

6. Conditions of Occupants of Public Ways.

Use of all public ways shall be in accordance with the applicable Vine Grove ordinances regulating the use of such public rights of way.

7. Rights Reserved by City.

(a) This franchise is subject to all applicable provisions of the City ordinances and any amendments thereof, whether made prior to or after the inception of this franchise.

(b) This franchise is expressly subject to the right of the City:

(1) To repeal the same for misuse, nonuse, or the failure to comply with the provisions of any applicable local, state or federal laws or federal communication rules and regulations;

(2) To impose such other regulations as may be determined by the City to be conducive to the safety, welfare, morals and accommodations of the public;

(3) To control and regulate the use of its streets, roads, alleys, bridges, public places and space above and beneath them; and

(4) To revoke the franchise if Fifty Percent (50%) or greater of the ownership interest or membership interest in the Franchisee is transferred, conveyed, sold, assigned, or gifted to a third party(ies) during the term of the Franchise without the prior written consent of the Vine Grove City Council.

8. Franchise Fees.

(a) As compensation for the franchise granted herein and in consideration for the use of the streets and public ways of the authority for the right to have an exclusive

franchise for the collection and disposal of garbage, trash, and solid waste within the territorial limits of the City of Vine Grove, a total annual franchise fee of five percent (5%) of the gross receipts per year from the collection and disposal of solid waste originating inside the City of Vine Grove. Said franchise fee shall be paid quarterly (January 15 for the first quarter, April 15 for the second quarter, July 15 for the third quarter, and October 15 for the fourth quarter) as agreed by and between the City and the Franchisee. This payment shall be in addition to any other tax or payment owed to the City by the Franchisee.

(b) The Franchisee shall be responsible for all cost involved in collecting the franchise fee from its customers. The City will assist the Franchisee in determining what customers of the Franchisee are located in the City of Vine Grove.

9. Insurance Bonds and Indemnifications.

The Franchise shall maintain in force throughout the term of this franchise in accordance with all applicable and regulations workers' compensation insurance and both general liability insurance and motor vehicle insurance.

10. Liability and Indemnification.

The Company acquiring this franchise, and its successor and assigns, shall indemnify the City of Vine Grove, Kentucky for any and all damage that may legally arise from the collection and disposal of garbage, trash, and solid waste within the territorial limits of the City of Vine Grove and defend all actions which may be brought against the said City by reason of or arising out of the collection and disposal of garbage, trash, and solid waste within the territorial limits of the City of Vine Grove.

11. Terms of Franchise Ordinance.

The parties herein agree to be bound by the terms of the Ordinance Establishing A Franchise For Collection of Household And Commercial Solid Waste Within The Territorial Limits of The City of Vine Grove, said Ordinance being dated February 7, 2022, which awarded the Franchisee an exclusive franchise over the public rights of way and accepted the Franchisee's bid thereon as the lowest and best bid; and being incorporated by reference as if fully copied herein, and the terms of said Ordinance are incorporated by reference as if fully set out herein.

Entered this 5th day of January, 2022.

CITY OF VINE GROVE

BORDERS RECYCLING &  
DISPOSAL, LLC

  
By: Pam Ogden, Mayor  
City of Vine Grove

By:


  
NAME OF REPRESENTATIVE

owner  
TITLE OF REPRESENTATIVE

STATE OF KENTUCKY :  
COUNTY OF HARDIN :

The foregoing instrument was executed and acknowledged before me this 5th day of January, 2022, by Pam Ogden, Mayor of the City of Vine Grove, and acknowledged by her to be her free act and deed.


My commission expires: May 22, 2025  
Notary ID: KYNP29605

  
Notary Public, Kentucky State at Large

STATE OF KENTUCKY :  
COUNTY OF HARDIN :

The foregoing instrument was executed and acknowledged before me this 5th day of January, 2022, by Edith Borders (name of representative) as Owner (title) of Borders Recycling & Disposal, LLC, and acknowledged by her to be her free act and deed.

My commission expires: May 22, 2025  
Notary ID: KYNP29605

  
Notary Public, Kentucky State at Large



## CONTRACT

THIS CONTRACT is hereby entered into between City of West Point (the CITY) and Waste Management of Kentucky, LLC, (hereinafter referred to as "Contractor").

WHEREAS, the CITY has duly awarded to Contractor a franchise for the collection and disposal of residential waste, and disposal of such waste.

WHEREAS, Contractor has the Exclusive Right for the collection and disposal of such waste and has the means and facilities to provide such services to said CITY;

NOW, THEREFORE, it is agreed as follows:

1. Contractor shall have the right to collect and dispose of residential solid waste, recycling and yard waste within the CITY according to the following guidelines:

- A. Collection shall be at the curb of each residence one time per week, but not on the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

If the holiday is on a Monday, all collections will be made one day later that week. If the holiday is on Tuesday, Wednesday, Thursday, or Friday, then collections will be made one day later that week.

- B. Large and/or bulky items (one item per week), such as stoves, hot water heaters, furniture, etc.; placed at the curb will be collected on normal collection days. Residents must have any item containing Freon "Green Tagged" by a certified agent to show that the Freon was removed prior to disposal.

- C. Contractor will not collect the following items:

- D.

ITEMS CONTRACTOR WILL NOT COLLECT	
No Hazardous Waste	No Car Parts
No Liquid Waste of any Kind	No Tires
No Batteries	No Wet Paint
Nothing that could be harmful to Contractor's employees	

Max weight any container:	50 lbs.
Max bag size:	33 gals.
Max can size:	32 gals.
No barrels or boxes of any type will be emptied.	

2. Contractor will indemnify and hold harmless, the CITY, its officers, agents, servants, and employees from and against any and all suit actions, legal proceedings, claims, demands, damages, costs and expenses, and attorney fees to the extent caused by it's negligence or failure to comply with the terms and conditions of this Contract.
3. A. WORKMEN'S COMPENSATION – Workmen's Compensation insurance shall be carried by Contractor for the full statutory amounts required by the Commonwealth of Kentucky.
- B. GENERAL LIABILITY INSURANCE - Insurance against all risks involved in Contractor's operation under this contract agreement will be carried in an amount of no less than \$1,000,000 for one or more persons personally injured in the one occurrence or accident and \$500,000 for property damage in any claim.
- C. AUTOMOBILE PUBLIC LIABILITY INSURANCE – Insurance against all risks Caused by the maintenance, use, and operation of motor vehicles by Contractor Shall be carried with the limits of no less than \$1,000,000 for one or more persons Personally insured in any one claim.
4. In consideration of the above conditions and stipulations, Waste Management will bill the City of West Point CITY (the CITY).

**Expiration Date**  
**July 1, 2018-June 30, 2023**

**Pricing will be as follows**

1x per week curbside garbage collection

**\$10.87 per resident per month**

Garbage price includes 1 large junk item per week

**Service will be on Thursday**

Price also includes garbage service at the Maintenance Barn at N C

The contract can be renewed for additional year(s) upon mutual agreement of both parties.

**All Fuel and Environmental Charges are included**

**Current Commercial Container Charges will not be increased**

**All waste generated from the City of Westpoint will be disposed of at the Outer Loop Landfill for the entire agreement. Current term ending 6/30/2018**

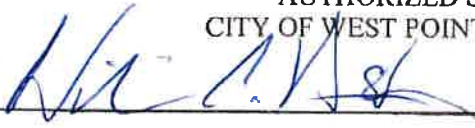
5. Contractor agrees to comply with all Federal, State, and local laws and regulations in the Collection, removal, and disposal of all such waste material. In the event that Contractor Incurs increased costs (such as, but not limited to, tipping fees, disposal fees, surcharge Fees, additional fuel costs) as a result of imposition of new governmental regulations not In effect as of the Effective Date, then the compensation under this Contract shall be Adjusted by an amount commensurate with the increased cost incurred by the Contractor.
6. The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean:
  - A. An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, act of terrorism, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, strike or other labor disturbances, governmental actions or regulations, governmental requests or requisitions for national defense, or breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Solid Waste or any other cause beyond the reasonable control of either party;
  - B. The order or judgment of any federal, State, or local court, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) if it is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon; provided that neither the contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party;
  - C. The suspension, termination, interruption, denial, or non-renewal of any permit or approval essential to the operation of the Contractor; or
  - D. A Change in Law. "Change in Law" means (i) the adoption, promulgation, or modification or reauthorization after the date of this Agreement of any law, regulation, order, statute, ordinance, rule or binding judicial or administrative ruling that was not adopted, promulgated, modified or reissued on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after the date of this Agreement, which in the case of either (a) or (b) establishes requirements affecting a party's operation under this Agreement more burdensome than the requirements that are applicable to such party and in effect as of the date of this Agreement. A change in any federal, State, county, or other tax law or workers compensation law shall not be a Change of Law. However, in the event that a federal, State or local entity imposes a fee, charge or tax after the date of this Agreement that applies to a party's operations per se, such fee, charge or tax shall be treated as a Change in Law.
7. A waiver by either party of any breach of any provision hereof shall not be taken or held to be a waiver of any subsequent breach.



8. This Contract constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter and supersedes any prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, related thereto, except as herein contained. The parties may not modify, supplement or amend this Contract in any way except by written consent of the parties. No amendment shall be construed to release either party from any obligation of this Contract except as specifically provided in the amendment.

IN WITNESS THEREOF, by its CITY Council hereunto subscribes its name, and Contractor by its duly authorized representative, hereunto subscribes its name this effective as of.

AUTHORIZED SIGNATURE:  
CITY OF WEST POINT CITY (THE CITY)

A handwritten signature in blue ink, appearing to be "H. H. H. H. H.", written over a horizontal line.

AUTHORIZED SIGNATURE OF  
WASTE MANAGEMENT OF KENTUCKY, LLC

A large, stylized handwritten signature in blue ink, consisting of several overlapping loops, written over a horizontal line.

# Chapter 3

## Attachments

### ➤ Capacity Assurance Letters



Ohio County Balefill  
Physical: 100 Landfill Lane, Beaver Dam, KY  
Mailing: PO Box 87, Hartford, KY 42347  
(270) 298-7501 ph • (270) 298-3852 fax    republicservices.com

February 16, 2022

Ms. Stephanie Givens  
Hardin County Solid Waste Coordinator  
PO Box 568  
Elizabethtown, KY 42702

**RE:    Capacity Assurance Letter  
Ohio County Balefill – Permit SW09200010 & SW09200001  
Beaver Dam, KY**

Ms. Givens,

Ohio County Balefill has approximately 11,972,590 cubic yards of permitted airspace remaining at our current rate of disposal and density. This will allow Ohio County Balefill to meet **Hardin County** disposal needs for the next ten (10) years.

Should you have any additional questions or concerns, please do not hesitate to contact me at (812) 647-6156.

Sincerely,  
Republic Services of KY, LLC

**Branham Lafferty  
Environmental Manager**



Benson Valley Landfill  
2157 Highway 151, Frankfort, KY 40601  
(502) 209-3813 ph • (502) 875-7352 fax    republicservices.com

February 16, 2022

Ms. Stephanie Givens  
Solid Waste Coordinator/Director  
Hardin County, KY  
P.O. Box 568  
Elizabethtown, KY 42702  
*Delivered via email*

**RE:    Benson Valley Landfill  
         Franklin County, KY  
         Capacity Assurance Letter**

Dear Ms. Givens:

Benson Valley Landfill, located in Frankfort, KY, is notifying you that the landfill has a minimum of 10 years remaining airspace (capacity). Based on the December 15, 2020 aerial survey, as well as the current incoming tonnage and operational density, the remaining life of the landfill is over 35 years.

If you have any questions, please do not hesitate to contact me at 513-467-8459 or athompson4@republicservices.com.

Sincerely,  
Benson Valley Landfill General Partnership

Andrew Thompson  
Environmental Manager



*From everyday collection to environmental protection,  
look to the NEW Waste Management.*

Waste Management of KY  
7501 Grade Ln  
Louisville, KY 40219

February 21, 2022

Stephanie Givens  
Operations/Solid Waste Director  
Hardin County Fiscal Court  
P.O. Box 568  
Elizabethtown, KY

Stephanie,

Waste Management of Kentucky, LLC is the owner of the Outer Loop Recycling and Disposal Facility ("OLRDF") located at 2673 Outer Loop, Louisville, KY 40219. The OLRDF currently has capacity for the next ten (10) years for the disposal of nonhazardous solid waste originating in Hardin County.

Sincerely,

A handwritten signature in black ink, appearing to read 'Andy Reynolds'.

Andy Reynolds  
Government and Community Affairs Manager  
WM Mid - South



Tri-K Landfill  
1905 Highway 3249, Stanford, KY 40484  
(606) 365-7806 ph • republicservices.com

February 16, 2022

Ms. Stephanie Givens  
Solid Waste Coordinator/Director  
Hardin County, KY  
P.O. Box 568  
Elizabethtown, KY 42702  
*Delivered via email*

**RE: Tri-K Landfill  
Lincoln County, KY  
Capacity Assurance Letter**

Dear Ms. Givens:

Tri-K Landfill, located in Stanford, KY, is notifying you that the landfill has a minimum of 10 years remaining airspace (capacity). Based on the December 15, 2020 aerial survey, as well as incoming tonnage and operational density at that time, the remaining life of the landfill is over 360 years.

If you have any questions, please do not hesitate to contact me at 513-467-8459 or athompson4@republicservices.com.

Sincerely,  
Republic Services of Kentucky, LLC

Andrew Thompson  
Environmental Manager



Valley View Landfill  
9120 Sulphur Road, Sulphur, KY 40070  
O: 502.743.5426 republicservices.com

February 17, 2022

Stephanie Givens  
Hardin County Solid Waste Director  
PO Box 568  
Elizabethtown, KY 42701

RE: Capacity Assurance Letter for Valley View Landfill

Stephanie,

Valley View Landfill has approximately 11,440,041.36 cubic yards of permitted airspace remaining at our current rate of disposal and density. This will allow Valley View Landfill to meet Hardin County disposal needs for the next ten (10) years.

Should you have any additional questions or concerns, please do not hesitate to contact me at (812) 647-6156.

Sincerely,

**Branham Lafferty**  
Environmental Manager

# Chapter 5

## Attachments

- Ordinance regarding Open Dumping
- Ordinance regarding Littering



## SECTION V DISPOSAL OF SOLID WASTE

### A. Open Burning

Open burning of solid waste, hazardous waste or bulky waste is prohibited.

### B. Open Dumping

Open dumping of solid waste, including bulky waste, on all lands (i.e. roadsides, hollows, rivers, streams, lakes, etc.) by any person is prohibited by KRS 224.835 and this Ordinance.

### C. Disposal Sites

All solid waste, including bulky waste, collected within the geographical boundaries of Hardin County, shall be disposed of at the Pearl Hollow Landfill. This disposal requirement is binding upon all agreements, contracts or franchise agreements issued by incorporated cities within Hardin County.

### D. Hazardous Wastes

As defined within this ordinance, hazardous waste will require special handling and shall be disposed of only in a manner authorized by state and/or federal regulations.

## SECTION X PROHIBITED PRACTICES

It shall be unlawful for any person to:

1. Dispose of solid waste by dumping same on any premises in the County with or without the consent of the owner of the premises;
2. Dump or permit the dumping of solid waste on any property within the County;
3. Deposit solid waste in an solid waste container other than his own county issued, without the written consent of the owner of such container and/or with the intent of avoiding payment of the service charge hereinafter provided for solid waste collection and disposal;
4. Fail to have solid waste collected as provided in this ordinance;
5. Interfere in any manner with solid waste collection and transportation equipment or with solid waste collectors in the lawful performance of their duties as such, whether such equipment or collectors shall be those of the County or those of a solid waste collection agency operating under contract with the County;
6. Burn solid waste unless an approved incinerator is provided or unless a variance has been obtained from the appropriate air pollution control agency;
7. Dispose of dead animals in any container to be collected by the County;
8. Own or operate an open dump;
9. Dispose of solid waste at any facility or location which is not approved by the County and permitted by the Kentucky Department for Environmental Protection;

10. Engage in business of collecting, transporting, processing, or disposing of solid waste within the geographic boundaries of the unincorporated areas of the County without a contract or franchise agreement from the County, operate under an expired contract or franchise agreement, or operate after an agreement has been suspended or revoked or contract or franchise agreement cancelled; and,
11. Violate any section of this ordinance or any other rule or regulation promulgated under the authority of Section IX property within the unincorporated areas of Hardin County on a regular basis, to investigate complaints by private citizens of violation of this Ordinance and notify the owner, occupant and/or person having control or management of such property in violation of this Ordinance. Such notice shall be in writing and shall allow for 10 days from the date of the notice for the owner, occupant and/or person having control or management of the property to be in compliance with this Ordinance.

If any part of this Ordinance shall be held invalid, such part shall be deemed severable and the invalidity thereof shall not affect the remaining parts of this Ordinance.

Given First Reading on this the 26<sup>th</sup> day of May, 2020.

Given Second Reading on this the 9<sup>th</sup> day of June, 2020.

Adopted on this the 9<sup>th</sup> day of June, 2020.

  
HARRY L. BERRY  
HARDIN CO. JUDGE/EXECUTIVE

Attested by:

  
DEBBIE DONNELLY  
HARDIN COUNTY COURT CLERK

Approved to as form:

  
JENNY OLDHAM  
HARDIN COUNTY ATTORNEY

# Chapter 6

## Attachments

### ➤ Facility Siting Ordinance

Not Applicable

### ➤ Development Guidance System Section 3-13 Heavy Industrial Zone

### 3-13 HEAVY INDUSTRIAL ZONE (I-2)

#### A. INTENT

This Zone permits industrial development given the existence of the appropriate government services and utilities. The development shall be sited and designed so as to avoid neighborhoods and residential development in light of the potential nuisances or other hazards.

#### B. USES FOR THE ZONE

The Permitted, Accessory and Conditional Uses for lots and structures are set forth in the Land Use Table (Table 1, Pg. 56).

#### C. DIMENSION AND AREA REGULATIONS

The regulations on the dimensions and area for lots and yards are set forth as follows:

- 1) Minimum Lot Size – 3.0 acres;
- 2) Minimum Lot Frontage – 210’;
- 3) Minimum Width to Length Ratio – 1:3 until 300’ of road frontage;
- 4) Minimum Front Yard Setback – 50’;
- 5) Minimum Side Yard Setback – 20’; 40’ adjoining commercial zones, 100’ adjoining residential and agricultural zones;
- 6) Minimum Rear Yard Setback – 35’; 40’ adjoining commercial zones, 100’ adjoining residential and agricultural zones;
- 7) Maximum Lot Coverage – 0.85
- 8) Street Construction – New subdivision streets must intersection with government maintained roads with a minimum of 40 foot dedicated right-of-way and a minimum 18-foot road surface. To achieve street connectivity the Commission may approve secondary streets to intersect with other government maintained roads.

#### ADDITIONAL STANDARDS THAT MAY APPLY

Development Requirements, Pg. 73

Parking Standards, Pg. 89

Signage Standards, Pg. 97

Landscaping Standards, Pg. 103

Lighting Standards, Pg. 105

Building and Electric Permits, Pg. 117

Special Provisions, Pg. 143

- OUTDOOR STORAGE AND DISPLAY, Pg. 147
- REFUSE / GARBAGE DISPOSAL CONTAINERS, Pg. 148

# Chapter 7

## Attachments

- Section of Ordinance No. 323, Series 2020 regarding  
Solid Waste Enforcement
- Hardin Billing Service Delinquent Account Letter
- Signed and Dated Copy of Current Property Maintenance Ordinance
  - Citation Forms & Letters
  - Administrative Court Procedures  
Not Applicable

B. Establishment of a Franchise

The County shall determine the area for which a contract or franchise is granted.

C. Granting a Contract or Franchise

The Hardin County Fiscal Court may advertise and seek proposals for residential solid waste collection services. The Hardin County Fiscal Court may grant a contract or franchise only upon finding that the applicant will render prompt, efficient, and continuing service to the area for which the contract or franchise is granted and that the applicant has sufficient equipment and personnel to render service to all persons generating solid waste within the service area.

SECTION VII SERVICE CHARGES

A. County Operated Collection Service Fees

In the event the Hardin County Fiscal Court elects to provide for the collection of solid waste with its own equipment and employees as provided in this ordinance, the fees charged for such collection service shall be originally set and modified only by separate ordinance duly enacted by the Hardin County Fiscal Court.

Contract or Franchise Collection Service Fees

In the event the Hardin County Fiscal Court elects to contract or enter into a franchise with a third party for the collection of solid waste as provided in this ordinance, the fees charged for such collection service shall be originally set and modified only by separate resolution duly enacted by the Hardin County Fiscal Court after following the legal bidding procedures as required by Kentucky Revised Statute Chapter 424 and other applicable law.



### Schedule of Service Fees

The schedule of fees for the collection of solid waste as provided by this ordinance and established by separate duly adopted agreement shall include the following:

1. A set weekly, monthly or yearly fee for each residential dwelling unit;
2. A set fee or a fee based on a per volume unit for the collection of bulky wastes (e.g., major appliances, furniture, etc.).
3. Weekly or monthly collection of recyclable materials via curbside service or drop-point collection.

### B. Payment and Collection of Service Fees

1. The owner of the residential dwelling unit served by the collection of solid waste as herein provided shall be financially responsible for payment of the service fees established in accordance with this Ordinance. All service fees shall be paid within thirty (30) days of the notice due.
2. 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 Hardin County Fiscal Court hereby specifically reserves the right to require the Franchisee to be responsible for the billing and collection of service fees upon such terms and conditions contained in any such ordinance, franchise or contract.
3. The service fee shall be terminated for any residential dwelling unit upon presentation of satisfactory proof to the County or Franchisee that such premises is unoccupied and not generating any solid waste. The decision of the

County or Franchisee may be appealed to the Hardin County Solid Waste Appeals Board by any interested party. And the Board's decision shall be final unless appealed to a court of competent jurisdiction. It shall be the responsibility of the owner(s) of such premises to notify the County or Franchisee within five (5) days of renewed occupancy or generation of any solid waste and service fee shall commence. Occupancy for any part of a month shall constitute occupancy for an entire month.



**COOPER & COOPER**

LAW OFFICES, PLLC

215 N. Mulberry Street Elizabethtown, KY 42701

February 2, 2022

JOHN DOE  
2222 WALTER BOONE RD  
RINEYVILLE KY 40162-9505

**RE: HARDIN BILLING SERVICE ACCOUNT # 11111**  
**ARREARS BALANCE DUE: \$125.60**

Dear Sir or Madam:

Your account with Hardin Billing Service for Solid Waste Services, is **126 past due and shows an arrearage balance of: \$125.60**. Accounts with 90 or more days of non-payment are assessed additional fees for delinquency. Our client has asked us to notify you of this Delinquency.

**No additional action will be taken, should you resolve this with Hardin Billing Service.**


However, please be aware that accounts remaining unpaid could potentially result in legal action.

**Please Contact Hardin Billing Service to resolve this issue.**

You may submit payment to Hardin Billing Service by mail or in person at **501 N. Mulberry Street, Elizabethtown, KY 42701**, or online at **<https://hardinbillingservice.net>**. You may also make payment by phone at **(270)505-4114**. For questions you can contact (270)735-9953.

Thank you in advance for your quick resolution of this issue.

Sincerely,



Thomas E. Cooper  
Cooper & Cooper Law Office, PLLC  
215 N. Mulberry Street  
Elizabethtown, KY 42701

**This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.**

**Delinquent Fee Schedule: 90+days open balance: \$30, 120+: +\$10, 150+: +\$10**

**VALIDATION NOTICE**

**Pursuant to 15 U.S.C. 1692g(a), take notice that:** (1.) The amount of the claimed debt is the amount stated in the Complaint. (2.) The name of the creditor to whom the debt is owed is in the Complaint above. (3.) Unless you dispute the validity of the claimed debt, or any portion thereof within thirty (30) days after your receipt of this Notice, this debt will be assumed to be valid by us. (4.) If you notify our office above in writing within thirty (30) days of your receipt of this Notice that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of any Judgment that may be of record against you. We will mail the verification or copy of the Judgment to you. (5.) Upon your written request to the office above within thirty (30) days of your receipt of this Notice, we will provide you with the name and address of the original creditor, if different from the current creditor listed in the Complaint above. (6.) **Any information provided by you may be used to collect the debt herein.**

ORDINANCE NO/59, SERIES 2000

**AN ORDINANCE RELATING TO THE ESTABLISHMENT  
OF A PROPERTY MAINTENANCE CODE  
OF HARDIN COUNTY, KENTUCKY**

BE IT ORDAINED BY THE FISCAL COURT OF COUNTY OF HARDIN,  
COMMONWEALTH OF KENTUCKY, AS FOLLOWS:

**WHEREAS**, KRS 67.083 (3) (a) provides that a Fiscal Court of a county may carry out governmental functions necessary for the abatement of public nuisances;

**WHEREAS**, KRS 67.083 (3) (j) provides that a Fiscal Court of a county may carry out governmental functions necessary to facilitate the construction and purchase of new and existing housing and cause the repair or demolition of structures which present a hazard to public health, safety or morals or are otherwise inimical to the welfare of residents of the county; and

**WHEREAS**, the Fiscal Court of Hardin County desires to adopt a Property Maintenance Code to insure public health, safety and welfare.

**NOW, THEREFORE, IT IS HEREBY ORDAINED**, by the Fiscal Court of County of Hardin, Commonwealth of Kentucky that the HARDIN COUNTY MAINTENANCE CODE is hereby enacted as follows:

**CHAPTER 1  
ADMINISTRATION****SECTION PM-101.0 GENERAL**

BOOK

**50 PAGE 464**

**PM-101.0 Title:** These regulations shall be known as the Property Maintenance Code of Hardin County, Commonwealth of Kentucky, hereinafter referred to as "this code".

**PM-101.2 Scope:** This code is to protect the public health, safety and welfare in all existing structures, residential and nonresidential, and on all existing premises by establishing minimum requirements and standards for premises, structures, equipment, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; fixing the responsibility of owners, operators, and occupants; regulating the occupancy of existing structures and premises, and providing for administration, enforcements and penalties.

**PM-101.3 Intent:** This code shall be construed to secure its expressed intent, which is to insure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as require herein.

**PM-101.4 Referenced Standards:** The standards referenced in this code and listed in Chapter 4 shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provision of this code and reference standards, the provisions of this code shall apply.

**PM-101.5 Existing Remedies:** The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure which is dangerous, unsafe and unsanitary.

**PM-101.6 Workmanship:** All repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a workmanlike manner.

**PM-101.7 Application of Other Codes:** Any repairs, additions or alteration to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the building, plumbing and mechanical codes listed in Chapter 4.

**SECTION PM-102.0 VALIDITY**

**PM-102.1 Validity:** If any section, subsection, paragraph, sentence, clause or phrase of this code shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this code which shall continue in full force and effect, and to this end the provisions of this code are hereby declared to be severable.

**PM-102.2 Saving Clause:** This code shall not affect violations of any other ordinance, code or regulation existing prior to the effective date hereof, and any such violation shall be governed and shall continue to be punishable to the full extent of the law under the provisions of those ordinances, codes or regulations in effect at the time the violation was committed.

**PM-102.3 Jurisdiction:** This code shall apply to the unincorporated areas of Hardin County, Kentucky.

#### **SECTION PM-104.0 DUTIES AND POWERS OF CODE OFFICIAL**

**PM-104.1 General:** The code official shall enforce all of the provisions of this code.

**PM-104.1 Notices and Orders:** The code official shall issue all necessary notices or orders to ensure compliance with the code.

**PM-104.3 Right of Entry:** The code official is authorized to enter the structure or premises at reasonable times to inspect. Prior to entering into a space not otherwise open to the general public, the code official shall make a reasonable effort to locate the owner or other person having charge or control of the structure or premises, present proper identification and request entry. If requested entry is refused or not obtained, the code official shall pursue recourse as provided by law.

**PM-104.4 Access by Owner or Operator:** Every occupant of a structure or premises shall give the owner or operator thereof, or agent or employee, access to any part of such structure or its premises at reasonable times for the purpose of making such inspection, maintenance, repairs or alterations as are necessary to comply with the provisions of this code.

**PM-104.5 Identification:** The code official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

**PM-104.6 Coordination of Enforcement:** Inspection of premises, the issuance of notices and orders and enforcement thereof shall be the responsibility of the code official so charged by the jurisdiction. Whenever inspections are necessary by any department, the code official shall make reasonable effort to arrange for the coordination of such inspections so as to minimize the number of visits by inspectors, and to confer with the other departments for the purpose of eliminating conflicting orders before any are issued. A department shall not however, delay the issuance of any emergency orders.

**PM-104.7 Rule Making Authority:** The code official shall have power as necessary in the interest of public health, safety and general welfare to adopt and promulgate rules and regulations to interpret and implement the provisions of this code to secure the intent thereof and to designate requirements applicable because of local climatic or other conditions. Such rules shall not have the effect of waiving structures or fire performance requirements specifically provided for in this code or of violating public safety.

**PM-104.8 Organization:** The code official shall appoint such number of officers, technical assistants, inspectors and other employees as shall be necessary for the administration of this code and as authorized by the appointing authority. The code official is authorized to designate an employee as deputy who shall exercise all the powers of the code official during the temporary absence or disability of the code official.

**PM-104.9 Restriction of Employees:** An official or employee connected with the enforcement of this code, except one whose only connection is that of a member of the board of appeals established under the provisions of Section PM-110.0 shall not be engaged in, or directly or indirectly connected with, the furnishing of labor, materials or appliances for the construction, alteration or maintenance of a building, or the preparation of construction documents thereof, unless that person is the owner of the building; nor shall such officer or employee with official duties or with the interests of the department.

**PM-105.10 Relief from Personal Responsibility:** The code official, officer or employee charged with the enforcement of this code, while acting for the jurisdiction, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of any act required or permitted in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in any action, suit proceeding that is instituted in pursuance of the provisions of this code; and an officer of the department of building inspection, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of official duties in connection therewith.

**PM-104.11 Official Records:** An official record shall be kept of all business and activities of the department specified in the provision of this code, and all such records shall be open to public inspection at all appropriate times and according to reasonable rules to maintain the integrity and security of such records.

#### **SECTION PM-105.0 VIOLATIONS**

**PM-105.1 Unlawful Acts:** It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, remove, demolish, maintain, fail to maintain, provide, fail to provide, permit another person to occupy any structure or equipment regulated by this code, or cause same to be done, contrary to or in conflict with or in violation of any of the provisions of this code, or to fail to obey a lawful order of the code official, or to remove or deface a placard or notice posted under the provisions of this code.

**PM-105.2 Penalty:** Any person who shall violate a provision of this code shall, upon conviction thereof, be subjected to a fine up to \$500.00 or imprisonment for a term not to exceed sixty (60)

days, or both, at the discretion of the court. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

**PM-105.3 Prosecution:** In case of any unlawful acts the code official may institute an appropriate action or proceeding at law to exact the penalty provided in Section PM-105.2. Also, the code official may ask the jurisdiction's legal representative to proceed at law or in equity against the person responsible for the violation for the purpose of ordering that person: 1) To restrain, correct or remove the violation or refrain from any further execution of work; 2) To restrain or correct the erection, installation, maintenance, repair or alteration of such structure; 3) To require the removal of work in violation; or 4) To prevent the occupancy of the structure that is not in compliance with the provisions of this code.

#### **SECTION PM-106.0 NOTICES AND ORDERS**

**PM-106.1 Notice to Owner or to Person or Persons Responsible:** Whenever the code official determines that there has been a violation of this code or has grounds to believe that violation has occurred, notice shall be given to the owner or the person or persons responsible therefore in the manner prescribed in Section PM-106.2 and PM 106.3. Notices for condemnation procedures shall also comply with Section PM-107.3.

**PM-106.2 Form:** Such notice prescribed in Section PM-106.1 shall; 1) be in writing; 2) include a description of the real estate sufficient for identification; 3) include a statement of the reasons or reasons why the notice is being issued; and 4) include a correction order allowing a reasonable time for the repairs and improvements required to bring the dwelling unit or structure into compliance with the provision of this code.

**PM-106.3 Method of Service:** Such notice shall be deemed to be properly served when a copy thereof is (a) delivered to the owner personally; or (b) sent by certified or registered mail addressed to the owner at the last known address with return receipt requested. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner. The records of the Hardin County Property Valuation Administrator may be relied upon as accurate information as to the owner of the premises or structure.

**PM-106.4 Penalties:** Penalties for noncompliance with orders and notices shall be as set forth in Section PM-105.2.

**PM-106.5 Transfer of Ownership:** It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of



## SECTION PM-107.0 UNSAFE STRUCTURES AND EQUIPMENT

**PM-107.1 General:** When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.

**PM-107.1.1 Unsafe Structure:** An unsafe structure is one that is found to be dangerous to life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe, or of such faulty construction or unstable foundation, that partial or complete collapse is likely.

**PM-107.1.2 Unsafe Equipment:** Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid container or other equipment on the premises or within structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.

**PM-107.1.3 Structure Unfit for Human Occupancy:** A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

**PM-107.2 Closing of Vacant Structures:** If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to post a placard of condemnation on the premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner to close up the premises within the time specified in the order, the code official shall cause the premises to be closed through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

**PM-107.3 Notice:** Whenever the code official has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner or the person or persons responsible for the structure or equipment in accordance with Section PM-106.3. The notice shall be in the form prescribed in Section PM-106.2.

**PM-107.4 Placarding:** Upon failure of the owner or person responsible to comply with the notice provisions within the time given, the code official shall post on the premises or on defective equipment, a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

**PM-107.5 Prohibited Occupancy:** Any person who shall occupy a placarded premises or shall operate placarded equipment, and any owner or person responsible for the premises who shall let anyone occupy a placarded premises or operate placarded equipment shall be liable for the penalties by this code.

**PM-107.6 Removal of Placard:** The code official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code.

#### **SECTION PM-108.0 EMERGENCY MEASURE**

**PM-108.1 Imminent Danger:** When in the opinion of the code official, there is imminent danger of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors, or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the code official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The code official shall cause to be posted at each entrance to such structure a notice reading as follows: "This structure is Unsafe and its Occupancy has been Prohibited by the Code Official." It shall be unlawfully for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition, or of demolishing the same.

**PM-108.2 Temporary Safeguards:** Notwithstanding other provisions of this code, whenever, in the opinion of the code official, there is imminent danger due to an unsafe condition, the code official shall order the necessary work to be done, including the boarding-up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the code official deems necessary to meet such emergency.

**PM-108.3 Closing Streets:** When necessary for public safety, the code official shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, public ways and places adjacent to unsafe structures, and prohibit the same from being utilized.

**PM-108.4 Emergency Repairs:** For the purposes of this section, the code official shall employ the necessary labor and material to perform the required work as expeditiously as possible.

**PM-108.5 Costs of Emergency Repairs:** Costs incurred in the performance of emergency work shall be paid from the treasury of the jurisdiction on approval of the code official. The legal counsel of the jurisdiction shall institute appropriate action against the owner of the premises where the unsafe structure is or was located for the recovery of such costs.

BOOK 50 PAGE 470  
BOOK 3 PAGE 383

**PM-108.6 Hearing:** Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

#### **SECTION PM-109.0 DEMOLITION**

**PM-109.1 General:** The code official shall order the owner of any premises upon which is located any structure, which in the code official's judgment is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to raze and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to raze and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, to raze and remove such structure.

**PM-109.2 Order:** All notices and orders shall comply with Section PM-106.0.

**PM-109.3 Failure to Comply:** If the owner of a premises fails to comply with a demolition order within the time prescribed, the code official shall cause the structure to be razed and/or removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such razing and/or removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

**PM-109.4 Salvage Materials:** When any structure has been ordered razed and/or removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvaged and valuable materials at the highest price obtainable. The net proceeds of such sale, after deducting the expenses of such razing and/or removal, shall be promptly remitted with a report of such sale to transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall state so.

#### **SECTION PM-110.0 MEANS OF APPEAL**

**PM-110.1 Application for Appeal:** Any person affected by a decision of the code officials or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

**PM-110.2 Appeals Board:** In order to protect existing structures in the jurisdiction by vigorous enforcement of the provisions of this code, there shall be and is hereby created a code appeals board, hereafter referred to as the board, consisting of the then current members of the Hardin County Planning and Development Commission.

**PM-110.3 Notice of Meeting:** The board shall meet upon notice from the chairman, within ten days of the filing of the appeal, or as stated periodic meetings.

**PM-110.4 Open Hearings:** All hearings before the board shall be open to the public. The appellant, the appellant's representative, the code official, and any person whose interests are affected shall be given an opportunity to be heard.

**PM-110.4.1 Procedure:** The board shall adopt and make available to the public through the secretary, procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence but shall mandate that only relevant information be received.

**PM-110.5 Postponed Hearing:** When a quorum is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

**PM-110.6 Board Decision:** The board shall affirm, modify or reverse the decision of the code official by a majority vote of three members.

**PM-110.6.1 Resolution:** The decision of the board shall be by resolution. Certified copies shall be furnished to the appellant and to the code official.

**PM-110.6.2 Administration:** The code official shall take immediate action in accordance with the decision of the board.

**PM-110.7 Court Review:** Any person, whether or not a previous party of the appeal, shall have the right to apply to the Hardin Circuit Court to correct the errors of law. Application for review shall be made in the manner required by law within thirty (30) days following the filing of the decision.

## **CHAPTER 2 DEFINITIONS**

### **SECTION PM-201.0 GENERAL**

**PM-201.1 Scope:** Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

**PM-201.2 Interchangeability:** Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter, and the singular number includes the plural and the plural singular.

**PM-201.3 Terms Defined in Other Codes:** Where terms are not defined in this code and are defined in the building, plumbing or mechanical codes listed in Chapter 4, such terms shall have the meaning ascribed to them as in those codes.

**PM-201.5 Parts:** Whenever the words "dwelling unit," "dwelling," "premises," "building," "rooming house," "rooming unit," "story," or "structure" are stated in this code, they shall be construed as though they were followed by the words "or any part thereof."

#### **PM-202.0 GENERAL DEFINITIONS**

**Approved:** Approved by the code official.

**Basement:** That portion of a structure which is partly or completely below grade.

**Building:** Any structure occupied or intended for supporting or sheltering any occupancy.

**Building Code:** The building code officially adopted by the legislative body of this jurisdiction, or other such codes officially designated by the legislative body of the jurisdiction for the regulation of construction, alteration, addition, repair, removal, demolition, location, occupancy and maintenance of buildings and structures.

**Code Official:** The official designated by Executive Order of the Hardin County Judge/Executive who is charged with the administration and enforcement of this code, or any duly authorized representative.

**Condemn:** To adjudge unfit for occupancy.

**Dwellings:** See Section PM 201.5

**Dwelling Unit:** A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking or sanitation.

**Exterior Property:** The open space on the premises and on adjoining property under the control of owners or operators of such premises.

**Extermination:** The control and elimination of insects, rats or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food; by poison spraying, fumigating, trapping or by any other approved pest elimination methods.

**Garbage:** The animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

**Infestation:** The presence, within or contiguous to a structure or premises of insects, rats, vermin or other pests.

**Let for Occupancy of Let:** To permit possession or occupancy of a dwelling, dwelling unit, rooming unit, building or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or

unrecorded agreement of contract for the sale of the land.

**Occupancy:** The purpose for which a building or portion thereof is utilized or occupied.

**Occupant:** Any person living or sleeping in a building; or having possession of a space within a building.

**Operator:** Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

**Owner:** Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the state of any such person, and the executor or administrator or the estate of such person if ordered to take possession of real property by a court.

**Person:** An individual, corporation, partnership or any other group acting as a unit.

**Premises:** A lot, plot or parcel of land including any structures thereon.

**Public Nuisance:** Includes the following:

1. The physical condition or occupancy of any premises regarded as a public nuisance at common law; or
2. Any physical condition or occupancy of any premises or its appurtenances considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, excavations and unsafe fences and structures; or
3. Any premises that has unsanitary sewage or plumbing facilities; or
4. Any premises designated as unsafe for human habitation; or
5. Any premises that is manifestly capable of being a fire hazard, or is manifestly unsafe or unsecured so as to endanger life, limb or property; or
6. Any premises from which the plumbing, heating or facilities required by this code have been removed, or from which utilities have been disconnected, destroyed, removed or rendered ineffective, or the require precautions against trespassers have not been provided; or
7. Any premises that is unsanitary, or that is littered with rubbish or garbage, or that has an uncontrolled growth of weeds; or
8. Any structure that is in a state of dilapidation, deterioration or decay; faulty construction; overcrowded; open; vacant or abandoned; damaged by fire to the extent so as not to provide shelter; in danger of collapse or failure; and dangerous to anyone on or near the premises.

**Rubbish:** Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coals, coke and other combustible materials, papers, rags,

cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin can metals, mineral matter, glass, crockery, and dust and other similar materials.

**Structure:** That which is built or constructed or a portion thereof.

**Workmanlike:** Executed in a skilled manner, e.g., generally plumb, level, square, in line, undamaged, and without marring adjacent work.

**Yard:** An open space on the same lot with a structure.

### **CHAPTER 3 GENERAL REQUIREMENTS**

#### **SECTION PM-301.0 GENERAL**

**PM-301.1 Scope:** The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structure, equipment and exterior property.

**PM-301.2 Responsibility:** The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in Sections PM-306.0 and PM-307.0. A person shall not occupy as owner-occupant or permit another person to occupy premises which do not comply with the requirements of this chapter.

**PM-301.3 Vacant Structures and Land:** All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

#### **SECTION PM-303.0 EXTERIOR PROPERTY AREAS**

**PM-303.1 Sanitation:** All exterior property and premises shall be maintained in a clean, sage and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in clean and sanitary condition.

**PM-303.2 Grading and Drainage:** All premises shall be graded and maintained to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

*Exception: Water retention areas and/or reservoirs. Existing as of the effective date of this Ordinance or approved.*

**PM-303.5 Rat Harborage:** All structures and exterior property shall be kept free from rat infestation. Where rats are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, property precautions shall be taken to prevent reinfestation.

**PM-303.7 Accessory Structures:** All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair. Accessory structures must be maintained in accordance with the criteria established by this code.

#### **SECTION PM-304.0 EXTERIOR STRUCTURE**

**PM-304.1 General:** The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety and welfare.

**PM-304.2 Structural Members:** All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

#### **SECTION PM-305.0 INTERIOR STRUCTURES**

**PM-305.1 General:** The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Every occupant shall keep that part of the structure which such occupant occupies or controls in a clean and sanitary condition.

**PM-305.2 Structural Members:** The supporting structural members of every structure shall be maintained structurally sound, and be capable of supporting the imposed loads.

#### **SECTION PM-306.0 RUBBISH AND GARBAGE**

**PM-306.1 Accumulation of Rubbish or Garbage:** All exterior property and premises, and the interior of every structure shall be free from any accumulation of rubbish or garbage.

**PM-306.2 Disposal of Rubbish:** Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers.

**PM-306.2.1 Rubbish Storage Facilities:** The owner of every occupied premises shall supply approved covered containers for rubbish, and the owner of the premises shall be responsible for the removal of rubbish.

**PM-306.3 Disposal of Garbage:** Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage containers.

#### **SECTION PM-307.0 EXTERMINATION**

**PM-307.1 Infestation:** All structures shall be kept free from insect and rat infestation. All structures in which insects or rats are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.



**PM-307.2 Owner:** The owner of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure.

**PM-307.3 Single Occupancy:** The occupant of a structure containing a single dwelling unit or of a single nonresidential structure shall be responsible for extermination on the premises.

**PM-307.4 Multiple Occupancy:** The owner of a structure containing two or more dwelling units, a multiple occupancy, a rooming house or a nonresidential structure shall be responsible for extermination in the public or shared areas of the structure and exterior property. If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupants shall be responsible for extermination.

**PM-307.5 Occupant:** The occupant of any structure shall be responsible for continued rat proof condition of the structure, and if the occupant fails to maintain the rat proof condition, the cost of extermination shall be the responsibility of the occupant.

#### CHAPTER 4 REFERENCED STANDARDS

This chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard and/or by document title.

Kentucky Building Code

#### SECTION II

If any part of this Ordinance shall be held invalid, such part shall be deemed severable and the invalidity thereof shall not effect the remaining parts of this Ordinance.

#### SECTION III

Given First Reading on the 19 day of June, 2000.

Given the Second Reading on the 10 day of July, 2000.

Adopted by the Fiscal Court of Hardin County, Kentucky, on the 10 day of July, 2000.

HARDIN COUNTY FISCAL COURT

  
GLEN D. DALTON

HARDIN COUNTY JUDGE/EXECUTIVE

Attest:

  
KENNETH L. TABB  
HARDIN COUNTY COURT CLERK

Approved as to form:

\_\_\_\_\_  
KEN M. HOWARD  
HARDIN COUNTY ATTORNEY

Door Hanger on Property



## CODE ENFORCEMENT

INSPECTED THE PROPERTY LOCATED AT

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_,

REMARKS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PLEASE CONTACT US WITHIN

(5) DAYS AT: (270) 360-9207

FROM 8:00 AM TO 4:30 PM MON-FRI

THANK YOU

\_\_\_\_\_  
HARDIN COUNTY CODE OFFICIAL

**Sample**  
**COMMONWEALTH OF KENTUCKY**  
**HARDIN COUNTY PROPERTY MAINTENANCE CODE**  
**ORDINANCE NO. 159, SERIES 2000**

626

March 16, 2017

CASE #

DATE

**NOTICE TO CORRECT VIOLATIONS**

**I. ISSUED TO: John Doe**

Name of Property Owner or Responsible Person

123 Sample Road	Elizabethtown	KY	42701
Address	City	State	Zip Code

**II. PROPERTY LOCATION 123-45-67-89**

PVA MAP ID#

123 Sample Street	Elizabethtown	KY	42701
Address in Violation	City	State	Zip Code

**III. DATE OF INSPECTION**

An inspection was made at the property listed above on the 16<sup>th</sup> day of March 2017 by  
Hardin County Code Official, Wally Skaggs

**IV. VIOLATION CORRECTION WITHOUT PENALTY**

This is an official notice to correct applicable codes and current laws on or before the 16<sup>th</sup> day of April 2017 without penalty. It is your duty to notify the Hardin County Code Official, Wally Skaggs at the Hardin County Government Building, 150 North Provident Way Suite# 223, Elizabethtown, Ky 42701, in writing within ten days of receiving this notice a plan of action to correct any violation(s) noted below

**V. PENALTIES**

If you fail to fully correct the violation(s) within the specified time the following penalties may be imposed

- A Hardin County Property Maintenance Code Section PM-105.2 provides that any person who violates a provision of this code shall, upon conviction thereof, be subject to a fine up to \$500.00 or imprisonment for a term not to exceed sixty (60) days, or both, at the discretion of the court. Each day that a violation continues after due notice has been served shall be deemed a separate offense.
- B Hardin County Property Maintenance Code Section PM-106.5 provides that it shall be unlawful for any owner who receives this notice of violation to sell, transfer, mortgage, lease or otherwise dispose of to another until the provisions of this notice of violation have been complied with or until you first furnish the grantee, transferee, mortgagee or lessee true copy of this notice of violation.
- C Hardin County Property Maintenance Code Section PM-107.0 provides that when a structure or equipment is found by the Code Official to be unsafe or when a structure is found unfit for human occupancy, or is found unlawful, such structure may be condemned.
- D Hardin County Property Maintenance Code Section PM-109.0 provides that the Code Official may order a structure to be demolished which in the Code Official judgment is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy. If you fail to comply with the demolition order within the time prescribed the Code Official can cause the structure to be raised and or removed and the cost of such shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

**VI. APPLICATION FOR APPEAL**

Hardin County Property Maintenance Code Section PM-110.1 provides that any person affected by a decision of the code officials or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that written application for appeal is filed within 20 days after the day decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provision of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

**VII. DESCRIPTION OF THE VIOLATION(S) TO BE CORRECTED**

All remains of the collapsed structure must be razed/removed & properly disposed.  
Proof of disposal is required all receipts must be presented to the office of the Hardin County Code Official. Attachments include Sections of the Hardin County Property Maintenance Code and photos of the property taken on the 16<sup>th</sup> day of March 2017.

Please contact me at (270) 360-9207 if you have any questions.

Wally E. Skaggs  
Hardin County Code Official



Sample

Hardin County Government  
Code Enforcement Office  
P.O. Box 568, Elizabethtown, Kentucky 42702

This letter is issued under the  
Real Property Code of 1999

*The Commonwealth's  
Premier County  
To Live, Work, and  
Raise a Family*

**THIS IS AN OFFICIAL NOTICE TO CORRECT APPLICABLE CODES AND  
CURRENT LAWS**

Date: March 16, 2017

Sent to: bankofamerica.com

Deed of Record: John Doe.

Map/Parcel ID# 123-45-67-89

The property at 123 Sample Street, Elizabethtown, Ky. 42701 inspected on the 16<sup>th</sup> day of March 2017 is in violation of the Hardin County Property Maintenance Ordinance #159, Series 2000.

The property has an uncontrolled growth of grass and weeds. This uncontrolled growth of grass and weeds will be maintained to a neat and orderly appearance. The "entire acre" of the property must be maintained perimeter cuts are not acceptable. All garbage and rubbish must be removed and properly disposed. Failure to correct this violation by the 16<sup>th</sup> day of April, 2017 will result in a lien(s) being filed on the property listed above and/or legal action taken.

The ongoing maintenance of this property will be done on a regular basis. This maintenance will be scheduled and coordinated by your financial institution.

Please contact me at 270-360-9207 within five days of receiving this notification.

Wally E. Skaggs  
Hardin County Code Official



## Hardin County Government

Judge/Executive Harry L. Berry

P.O. Box 568, Elizabethtown, Kentucky 42702

Wally E. Skaggs  
Code Enforcement

# SAMPLE

Date: March 16, 2017

To Whom It May Concern,

Deed of Record: Doe, John

Address: 123 Sample Street, Elizabethtown, Ky. 42701

Map/Parcel ID# 123-45-67-89

Violation: Premises vacant and not maintained (uncontrolled growth of weeds)

Hardin County Property Maintenance Ordinance #159 Series 2000

Violation corrected on the 16<sup>th</sup> day of April 2017 by contract invoice attached

Breeze Mowing Inc.

Sincerely,

\$

---

Wally E. Skaggs

Hardin County Code Enforcement

Office: (270) 360-9207 • Fax: (270) 982-8590 • E-mail: [wskaggs.hcgo@hcky.org](mailto:wskaggs.hcgo@hcky.org)  
*The Commonwealth's Premier County to Live, Work, and Raise a Family*



**HARDIN COUNTY, KENTUCKY**  
**INVOICE No.031617**

**DATE: March 16, 2017**

**SAMPLE**

**NAME AND ADDRESS OF VENDOR:** Selene Finance  
P.O. Box 422039  
Houston, Texas 77242-4239

Acct #		Unit Price	Amount Owed
	<b>REF: Mechanic's &amp; Materialman's Lien against</b> <b>246 Bed Rock Lane, Rineyville, Ky. 40162</b>		
	<b>Fines/penalties assessed to above property</b> <b>(See attached documentations)</b>		<b>\$668.00</b>
	<b>Make check Payable to: Hardin County Attorney</b>		
	<b>Mail to: 100 Public Square</b>		
	<b>Elizabethtown, KY. 42701</b>		

**Total Amount Due** **\$668.00**

---

**CERTIFICATION**

I hereby certify that the merchandise or services described above have been furnished by Hardin County and that payment for the same has not been received.

Signed \_\_\_\_\_  
Wally Skaggs – Hardin County Code Enforcement Officer

---