

SIMPSON COUNTY AND CITY OF FRANKLIN, KENTUCKY
EXCLUSIVE COMMERCIAL AND RESIDENTIAL
AMENDED AND RESTATED FRANCHISE AGREEMENT

This Amended and Restated Franchise Agreement, hereinafter referred to as the "Agreement," made and entered into on this 15th day of Aug., 2019, by and between the Simpson County, Kentucky, 100 Courthouse Square, Franklin, KY 42135, acting through the Fiscal Court, herein after referred to as the "County," City of Franklin, Kentucky, 117 West Cedar Street, Franklin, Kentucky 42134, herein after referred to as the "City," and Scott Waste Services, LLC, a Kentucky limited liability company, 1212 Eastland Street, Bowling Green, KY 42102, hereinafter referred to as the "Franchisee," (individually a "Party" or collectively, the "Parties").

RECITALS

WHEREAS, on or about September 4, 2013, the City and Franchisee entered into that certain *Exclusive Commercial and Residential Franchise Agreement*, as subsequently modified, amended, and/or extended (the "Original City Agreement"), for the collection, transportation, and disposal of all commercial and residential Solid Waste, wastewater treatment plant waste, and oversized goods within the Franklin Franchise Area;

WHEREAS, on or about October 1, 2016, the City and Franchisee amended that certain *Exclusive Commercial and Residential Franchise Agreement* (the "First Amendment to the City Agreement");

WHEREAS, on or about June 16, 2015, the County and Franchisee entered into that certain *Exclusive Residential, Commercial, and Industrial Franchise Agreement* (the "Original County Agreement"), for the collection, transportation, and disposal of all residential, commercial and industrial Solid Waste, wastewater treatment plant waste, and oversized goods within the Franklin County Franchise Area; and

WHEREAS, the County and City wish to combine their respective agreements with Franchisee to extend the term hereof, adjust the rates thereunder, and to otherwise modify the Original City Agreement, as amended, and the Original County Agreement as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties mutually agree, represent and warrant, as follows:

SECTION I: DEFINITIONS

The following terms as used in this Agreement shall have the meaning set forth below:

- 1.1 "Agreement" – means this Amended and Restated Franchise Agreement, as the same may from time to time be amended, modified, or supplemented in accordance with the respective terms hereof, including attachments and exhibits and ordinances pertaining to

the collection of residential, commercial and industrial Solid Waste and wastewater treatment plant waste.

- 1.2 “Commercial Solid Waste” – means all types of Solid Waste generated by stores, offices, restaurants, hotels, motels, warehouses, and other service and non-manufacturing activities and/or activities conducted outside of the designated industrial parks, to the extent that said Solid Waste is not considered hazardous waste, excluding household and industrial Solid Waste.
- 1.3 “Consumer Price Index” – means Consumer Price Index for Urban Wage Earners and Clerical Workers. Expenditures Category “Water and Sewer and Trash Collection,” published by the U.S. Department of Labor, Bureau of Labor Statistics.
- 1.4 “Convenience Center” – means a site located at 2416 Kenneth Utley Drive where residents of Simpson County can drop off Solid Waste, which is not collected at the curb, for a fee.
- 1.5 “First Amendment to the Original City Agreement” – means that certain amendment to the Exclusive Commercial and Residential Franchise Agreement entered into on or about October 1, 2016 between the City and Franchisee.
- 1.6 “Franchise Area” – means the unincorporated areas of Simpson County and City of Franklin Incorporated boundaries, including any future annexed area to the extent not already provided under this Agreement as an unincorporated area of Simpson County.
- 1.7 “Hazardous Waste” – means waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.
- 1.8 “Household Solid Waste” – means Solid Waste, including garbage and trash generated by single and multiple family residences, bed and breakfast establishments, bunkhouses, ranger stations, and crew quarters and recreational areas such as picnic areas, parks, and campgrounds.
- 1.9 “Original City Agreement” – means that certain Exclusive Commercial and Residential Franchise Agreement entered into on or about September 4, 2013 between the City and Franchisee.
- 1.10 “Original County Agreement” – means that certain Exclusive Commercial and Residential Franchise Agreement entered into on or about June 15, 2015 between the County and Franchisee.
- 1.11 “Oversized goods” – means bulky items and white goods, including but not limited to chairs, sofas, mattresses, bedsprings, carpet, toys, bicycles, tricycles, shingles, and

appliances bearing proper certification of prior CFC removal, taken by County residents to the convenience center or placed at the curb by City residents for collection

- 1.12 “Solid Waste” – means any garbage, refuse, sludge and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, mining (excluding coal mining wastes, coal mining by-products, refuse, and overburden), agricultural operations and from community activities, but does not include those materials including, but not limited to, sand, soil, rock, gravel or bridge debris extracted as part of a public road construction project funded wholly or in part with state funds, recovered material, special wastes as designated by KRS 224.50-760, 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, or 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 or source, special nuclear or by-product material as defined by the Atomic energy Act of 1954.
- 1.13 “Rate Modification Date” – means July 1, of each year.
- 1.14 “Recyclable Material” – means any process by which materials which would otherwise become Solid Waste are collected, separated, or processed and reused or returned to use in the form of raw materials. Materials that may be collected: plastic #1 and #2 (soft drink, milk jugs, water bottles, etc.), metal cans (aluminum cans, steel food cans), Paper items – newspaper, phonebooks, junk mail, magazines, computer paper, cereal boxes, and cardboard. All items cleaned of food or liquid
- 1.15 “Residential Unit” – means a single family dwelling or one unit of a multi-family dwelling or mobile home park which is served and billed as an individual residential account within the Franchise Areas.
- 1.16 “Residential Yard Waste” – means leaves, brush, grass clippings, shrub and tree pruning, and other vegetative matter resulting from residential landscape maintenance which is suitable for composting which has been diverted and/or separated from the Solid Waste stream by the resident and taken to the convenience center or placed at the curb by City residents for collection.
- 1.17 “Unacceptable Waste” – means Hazardous Waste and any and all other waste which does not meet the definition of residential or commercial Solid Waste and also includes liquid waste, tires, dead animals, any burning or smoldering materials, car parts in contact with any petroleum, batteries, freon, construction and demolition materials.

SECTION II: EXCLUSIVE RIGHT

- 2.1 Exclusive Right of Franchisee – The Franchisee shall have the exclusive right to collect commercial and residential Solid Waste, wastewater treatment plant waste, and oversized

goods within the Franchise Area. County and City shall take all actions necessary to enforce such franchise including, but not limited to, enacting ordinances allowing County and City to enforce the franchise and assess penalties against parties who violate Franchisee's exclusive franchise, and bringing legal actions as necessary to enforce Franchisee's exclusive franchise. The Franchisee may independently enforce the exclusivity provisions of this Agreement against third-party violators, including but not limited to seeking injunctive relief and/or damages, and County and City shall use good-faith efforts to cooperate in such enforcement actions brought by Franchisee.

SECTION III: SCOPE OF SERVICES

3.1 Collection - Residential

- A. Franchisee shall collect weekly from each residential unit within the Franchise Area all Solid Waste deposited by the resident in 96 gallon carts at the curb; provided, however, that Franchisee shall collect Solid Waste placed at locations other than the curb for those customers who are elderly, disabled and/or that were having their Solid Waste picked up by the previous Franchisee at an alternate location. A maximum of one (1) cart and five (5) bags for County Residential Units and a maximum of two (2) carts for City Residential Units will be collected per week. The Franchisee may collect residential Solid Waste during the hours of 6:00 a.m. and 6:00 p.m. taking efforts to minimize the noise and disturbance to residents. The Franchisee shall leave the resident's Solid Waste cart and property in a clean and neat condition.
- B. The Franchisee shall collect weekly from each City Residential Unit (including duplexes, apartments, condominiums, townhouses and residential trailers) within the Franchise Area all oversized goods placed at the curb including but not limited to chairs, sofas, mattresses, bedsprings, carpet, toys, bicycles, tricycles, and appliances bearing proper certification of prior CFC removal.
- C. To the greatest extent possible the collection of residential Solid Waste and oversized goods shall occur on the same day.
- D. The Franchisee shall be responsible for determining its collection routes. The Franchisee shall communicate to residents their collection dates and any alteration in or to collection dates in sufficient time so as to allow residents to prepare for the collection of Solid Waste.
- E. The Franchisee shall have no obligation to collect Unacceptable Waste. If there is Unacceptable Waste in the resident's cart or at the curb for collection, the Franchisee shall leave behind such Unacceptable Waste and a statement explaining why such waste cannot be collected. Franchisee shall not be liable if a resident tenders Unacceptable Waste (including, but not limited to Hazardous Waste) and may take any action authorized by law against any resident who tenders Unacceptable Waste to Franchisee.

3.2 Collection – Residential Recyclables

- A. The Franchisee shall collect once per month from each City Residential Unit within the Franchise Area all Recyclable Materials deposited by the resident in 96 gallon carts at the curb; provided, however, Franchisee shall collect Recyclable Materials placed at locations other than the curb for those customers who are elderly and or disabled at an alternate location. A maximum of two carts will be collected per collection week. The Franchisee may collect residential Recyclable Materials during the hours of 6:00 a.m. and 6:00 p.m. taking efforts to minimize the noise and disturbance to residents. The Franchisee shall leave the resident's recycling cart and property in a clean and neat condition.
- B. The Franchisee shall be responsible for determining its collection routes. The Franchisee shall communicate to residents their collection dates and any alteration in or to collection dates in sufficient time so as to allow residents to prepare for the collection of Recyclable Materials.
- C. The Franchisee shall collect the following items as recyclables.- plastic #1 and #2 (soft drink, milk jugs, water bottles, etc.), metal cans (aluminum cans, steel food cans), and paper items (newspaper, phonebooks, junk mail, magazines, computer paper, cereal boxes, and cardboard). All items shall be cleaned of food or liquid by the resident. The above items maybe modified from time to time based on the material that is accepted at the recycling outlet.
- D. The Franchisee shall have no obligation to collect Unacceptable Waste. If there is Unacceptable Waste in the resident's recycling cart or at the curb for collection, Franchisee shall leave behind such Unacceptable Waste and a statement explaining why such waste cannot be collected. Franchisee shall not be liable if a resident tenders Unacceptable Waste (including, but not limited to Hazardous Waste) and may take any action authorized by law against any resident who tenders Unacceptable Waste to Franchisee.

3.3 Collection – Commercial

- A. The Franchisee shall collect at least weekly (or more often if required by the commercial entity with additional charges being applicable) from each commercial unit within the unincorporated areas of the Franchise Area all Solid Waste deposited by the commercial entity in containers supplied by Franchisee. The Franchisee may collect commercial Solid Waste during the hours of 6:00 a.m. and 6:00 p.m. taking efforts to minimize the noise and disturbance to customers/clients of the business. The Franchisee shall leave the entity's Solid Waste container and property in a clean and neat condition.
- B. The Franchisee shall be responsible for determining its collection routes. The Franchisee shall communicate to each commercial entity their collection dates and

any alteration in or to collection dates in sufficient time so as to allow residents to prepare for the collection of Solid Waste.

- C. The Franchisee shall have no obligations to collect Unacceptable Waste. If a commercial entity places Unacceptable Waste in the entity's container, the Franchisee shall leave behind such Unacceptable Waste. In such case, Franchisee shall provide a statement explaining why such waste cannot be collected. It is the responsibility of the customer to determine the waste characteristics. Franchisee shall not be liable if customer tenders Unacceptable Waste (including, but not limited to Hazardous Waste) and may take any action authorized by law against any customer who tenders Unacceptable Waste to Franchisee.
- D. Commercial entities within the unincorporated portions of the County may also request Recyclable Material collection services from the Franchisee at prices and on terms as may be mutually agreed to be the Franchisee and such commercial entity.

3.4 Collection – Wastewater Treatment Plant

- A. Franchisee shall provide to the City of Franklin Wastewater Treatment Plant containers which are suitable for loading, transporting, and unloading the sludge cake from the Wastewater Plant's Filter Belt Press to the landfill or other disposal location. The containers shall be twenty cubic yard size. Further, Franchisee shall line every container with plastic at the beginning of the term of this agreement, and Franchisee shall replace the plastic liner for each container each time it is emptied. Franchisee shall accept sludge cake on an "as needed basis" from the City of Franklin Wastewater Plant and will transport the sludge cake in 20 yard containers. Title to the sludge cake will vest in Franchisee at the moment that the cake is placed in the Franchisee's trucks or otherwise collected by the Franchisee or its representative, which will be maintained at the City's Wastewater Treatment Plant, but owned by Franchisee. Franchisee warrants and represents that its method of hauling and disposing of sludge cake is in full compliance with all local, state, and federal laws and regulations, including but not limited to the laws and regulations regarding the proper environmental disposal of the wastes which are the subject of this Agreement.
- B. Franchisee shall be responsible for all transportation of sludge cake from the Franklin Wastewater Treatment Facility located at 1010 Blackjack Road, Franklin, Kentucky to the landfill or other licensed and approved disposal facility. Franchisee shall comply with all local, state, and federal laws with regard to transporting the sludge cake. The City shall have no responsibility for or control over the transportation of sludge cake.
- C. Franchisee shall pick up containers at the City of Franklin Wastewater Treatment Plant on a "call-in" basis between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday. Franchisee will pick up full containers only. Franchisee shall complete pick up on calls for service received before noon on the day that the

request is made. Calls received after noon may be serviced the same day or the following morning. This does not preclude the City and Franchisee to mutually agree on services and/or times outside the above guidelines or during “Emergency” situations.

3.5 Convenience Center and Recycling Drop Off

- A. Franchisee shall provide a convenience center utilizing the County property located at 2416 Kenneth Utley Drive. County has made and will continue to make the property available under the same terms and conditions as currently made available to the current franchisee.
- B. Franchisee shall provide adequate number of open top containers for the smooth and efficient operation of the Convenience Center in order to reduce any unnecessary delays to customer utilizing the Convenience Center.
- C. Franchisee shall provide compartmentalized containers to collect sorted Recyclable Material delivered to the Convenience Center by County residents.
- D. Franchisee shall empty bulky items and recycling containers as needed to keep the Convenience Center operating smooth and efficiently.
- E. The Convenience Center shall be manned and open Tuesday and Friday, 8:00 am to 4:30 pm and Saturday 8:00 am to 12:00 pm, but will be closed Sunday, Monday, Wednesday, and Thursday.
- F. The Convenience Center shall accept the following recycling items free of charge (newspapers, tin and bi-metal cans, aluminum cans, plastic containers (PET/HDPE), NCR paper, magazines and circulars (slick paper) and cardboard).

3.6 Transport

- A. The Franchisee shall transport all Solid Waste, Recyclable Materials, and oversized goods it collects under this Agreement in compliance with all federal, state and local statutes, ordinances, and regulations and in such a manner as to prevent the blowing, leaking, and/or spreading of debris. The Franchisee shall not allow debris, liquid or waste to escape from collection vehicles.
- B. The Franchisee shall obtain all necessary federal, state, and local permits and/or licenses to collect and transport Solid Waste. The Franchisee shall deliver to the County and City copies of all permits required for the collection and transport of Solid Waste and subsequent permit revisions or modifications.
- C. Should the Franchisee elect to operate a Transfer Station or Convenience Center, the Franchisee shall inform the County and City of the location of the facility and its hours of operation. Should the Franchisee elect to accept oversize material at

this facility from third parties, the Franchisee shall inform the County and City of its intent and shall charge a reasonable fee subject to approval of all Parties.

3.7 Disposal

- A. The Franchisee shall dispose of or arrange for disposal of all Solid Waste collected under this Agreement in compliance with all federal, state, and local statutes, ordinances, and regulations. The Franchisee shall notify the County and City of its chosen method of disposal and provide all appropriate documentation evidencing the disposal site's compliance with all state, federal and local statutes, ordinances, and regulations.
- B. The Franchisee shall dispose of or arrange for disposal of all Recyclable Materials collected under this Agreement in compliance with all federal, state, and local statutes, ordinances, and regulations. The Franchisee shall provide appropriate documentation evidencing the Material Recovery Facility's compliance with all state, federal and local statutes, ordinances, and regulations.

3.8 Public Education Program

- A. The Franchisee shall execute a public education program designed to inform all Commercial and Residential Units within the Franchise Area of the following: collection schedules, set-out collection procedures and guidelines for collecting Solid Waste, Recyclable Materials, explain and/or list any Unacceptable Waste, and provide any other information necessary to inform each commercial and/or Residential Unit of accepted procedures.
- B. The public education program shall include but not be limited to direct mailings, flyers, public service announcements, community meetings, contests, presentations to schools and civic groups, and other related activities to educate the public about Solid Waste issues. The County and City must review and approve all public education materials prior to distribution to the public in their respective Franchise Areas.
- C. The Franchisee shall provide a customer service line with a local or toll free number that is staffed at least eight hours per day, five days per week to respond to customer calls and other requests for information.
- D. Franchisee may observe the following holidays:
 - New Years Day
 - Memorial Day
 - July 4th
 - Labor Day
 - Thanksgiving
 - Christmas

If a holiday falls on a normal collection day then all routes would be collected one day later following the holiday.

Collection Schedule Example: Thanksgiving falls on Thursday. Monday, Tuesday and Wednesday service are the same, but Thursday collections would be collected Friday, and Friday collections would be collected on Saturday.

- E. In the case of ice storms, floods, tornadoes or other natural disasters, or in the event of the use of weapons of mass destruction, where the Franchise Area has been designated a disaster area by local, state or federal authorities, Franchisee will negotiate with the appropriate authority regarding the cost for cleaning up the damage caused by such ice storms, floods, tornadoes, or other natural disasters or use of weapons of mass destruction which exceeded Franchisee's obligations to collect Solid Waste, Recyclable Materials and bulky waste.

3.9 Equipment and Personnel

- A. The Franchisee shall have sufficient personnel and shall have on hand at all times and in good working order such equipment and vehicles as necessary to permit the Franchisee to adequately and efficiently perform all services described in this Agreement. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. Equipment and vehicles shall be painted uniformly with the name of the Franchisee, business telephone number and vehicle number. All vehicles shall be numbered and a record kept of the vehicles to which each number is assigned.
- B. The Franchisee's supervisory personnel must be available for consultation with a designated franchise coordinator for the County and City and/or customers within a reasonable time after notification of a request for such consultation.
- C. The Franchisee's employees shall service the public in a courteous, helpful and impartial manner. Care shall be taken to prevent damage to a resident's property including, but not limited to carts, trees, shrubs, landscaping, flowers and other plants.
- D. The Franchisee's employees shall wear a clean and presentable uniform bearing the company and employee's name.
- E. The Franchisee shall comply with state, federal and local laws, ordinances, and regulations relating to wages, hours and other applicable laws relating to the employment and protection of employees, now or hereafter in effect.

3.10 County Free Services and Amnesty Days

- A. The Franchisee shall accept free of charge roadside litter collected by the Simpson County Public Works Department.

- B. The Franchisee will provide the Simpson County Fiscal Court up to 20 tons or 60 cubic yards of free disposal per year for residents that they deem hardship cases.
- C. Franchisee and County shall select one day each calendar year as Amnesty Day. Franchisee shall accept up to ten (10) thirty cubic yard open top roll off containers of acceptable material from County residents.

3.11 City and County Facilities

- A. The Franchisee shall service the following City and County facilities located within the Franchise Area at no charge. The City and County agree not to tender Unacceptable Waste to Franchisee at these locations.
 - 1. City Hall;
 - 2. City Maintenance Department;
 - 3. City Water Plant;
 - 4. City Wastewater Plant (except for sewer disposal addressed in Section 3.3 herein);
 - 5. Franklin-Simpson Planning & Zoning Commission;
 - 6. Simpson County Courthouse and Annex;
 - 7. Simpson County Justice Center facilities;
 - 8. Franklin-Simpson County Parks and Recreation facilities;
 - 9. Simpson County Regional Jail and Sheriff's office facilities;
 - 10. Simpson County Road Department;
 - 11. Simpson County Health Department;
 - 12. East Washington Street Fire Station;
 - 13. Macedonia Road Fire Station;
 - 14. Coroner's Office;
 - 15. Franklin Police Department;
 - 16. Franklin-Simpson Boys and Girls Club;
 - 17. Goodnight House;
 - 18. Simpson County Archives (Old Jail facility);
 - 19. Simpson County Animal Shelter; and,
 - 20. County building known as the "Old Post Office" on 31-W.

SECTION IV: PERFORMANCE STANDARDS

4.1 Compliance

- A. The Franchisee must perform its duties under this Agreement in compliance with all applicable state, federal and local statutes, ordinances, and regulations.
- B. The Franchisee agrees to provide to the County and City immediately upon sending or receipt, copies of all correspondence sent to or received from state or federal regulatory authorities and notice of all communications with said

regulatory authorities in connection with or related to services performed by the Franchisee under this Agreement.

- C. The Franchisee must maintain its equipment and perform the services described in this Agreement in such a way as to avoid excessive debris, liquid or other material being strewn or deposited along collection routes or facilities operated by the Franchisee.

SECTION V: FEE STRUCTURE AND FRANCHISE FEES

5.1 County Fees

- A. The monthly rate for collection of residential Solid Waste authorized herein to be billed to each participating County Residential Unit within the Franchise Area shall be \$13.28 for the service described herein. The charge shall appear on each resident's bill.
- B. The monthly rate for collection of County commercial Solid Waste authorized herein shall be the list attached hereto as Exhibit 1 and incorporated herein by reference. The charge shall appear on each commercial entity's bill prepared by the Franchisee.
- C. The rate for items delivered to the Convenience Center authorized herein shall be included in the list attached hereto as Exhibit 1 and incorporated herein by reference. The charge shall be collected at the time items are dropped off at the Convenience Center.
- D. The Franchisee bears all costs associated with performing the services described in this Agreement, which include, but are not limited to, the collection, transport, and disposal of or arranging for the disposal of residential and commercial Solid Waste and wastewater treatment plant waste collected under this Agreement.

5.2 City Fees

- A. The monthly rate for collection of City residential Solid Waste authorized herein to be billed to each Residential Unit within the Franchise Area regardless of participation shall be \$12.80. Residents age 65 and older and those identified as disabled by the City shall receive a ten percent (10%) discount. The charge shall appear on each resident's utility bill.
- B. The monthly rate for collection of commercial Solid Waste authorized herein shall be the list attached hereto as Exhibit 2 and incorporated herein by reference. The charge shall appear on each commercial entity's bill prepared by the Franchisee.
- C. The rate to be charged for collection at the Franklin Wastewater Plant pursuant to Section 3.3 of this Agreement shall be \$675.00 per dumpster load based on a

fourteen (14) ton monthly weight average. If monthly weight average exceeds ten percent (10%) then the rate per load will be increased based on the new average minus the old average multiplied by \$41.74 per ton.

- D. The monthly rate for collection of residential Recyclables Materials authorized herein to be billed to each Residential Unit within the Franchise Area regardless of participation, shall be \$3.51 for the service described herein. Residents age 65 and older and those identified as disabled by the City shall receive a ten percent (10%) discount. The charge shall appear on each resident's utility bill.
- E. The Franchisee bears all costs associated with performing the services described in this Agreement, which include, but are not limited to, the collection, transport, and disposal of or arranging for the disposal of residential and commercial Solid Waste and wastewater treatment plant waste collected under this Agreement.

5.3 Fee Adjustment Mechanism

A. County

1. Rate Increases – The Franchisee shall notify the County sixty (60) days prior to any change in price. All fees which may be charged except Residential fees by the Franchisee for the second and subsequent years of the term hereof shall be increased to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for Urban Wage Earners and Clerical Workers. Expenditures Category “Water and Sewer and Trash Collection (CPI),” published by the U.S. Department of Labor, Bureau of Labor Statistics. As of the first day of July of the first year of the contract and every year thereafter (the “Rate Modification Date”), the fee shall be increased for the ensuing yearly period beginning July 1st immediately following the preceding June 30th in the percentage amount equal to 100% of the Index. For purposes of computing the adjustment to fees charged in this paragraph, the increase shall be determined by comparing the amount shown on the index for May 1, 2018 to that shown on May 1, 2019 and the Index on each May 1st thereafter shall be compared to that of the preceding May 1st and the price increased accordingly for the period which runs from July 1st of each year to June 30st of the succeeding. The increase, if any, shall take effect on the rate modification date. The current fees will be held firm until June 30, 2021. Effective July 1, 2021, the Residential fees will increase by the CPI, if the CPI is 2% or less. If the CPI is between 2% and 3%, then the increase will be 2%. If the CPI is above 3% then the increase will be CPI-1%. Effective July 1, 2022 and for all subsequent years the fees will increase by the CPI.

2. Franchisee may petition the County for rate adjustments at reasonable times on the basis of unusual and substantial changes in the cost of operations, such as new or revised laws, ordinances, or regulations, or changes in disposal fees beyond our control, and for other reasons. Any petition for rate adjustments shall be made at least 90 days prior to the date that said rate adjustment would be implemented. The County shall have the right, as a condition for its approval, to demand inspections by itself or by an independent auditor of pertinent records that demonstrate the need for an adjustment to the rates. The County is in no way obligated to change rates even if such requests and reasons are considered reasonable. This subsection is included herein to allow petition and resolution of such circumstances.
3. Additional Carts – Franchisee will supply one cart to each participating household. Franchisee will supply an additional cart to each house that is requested for an additional \$6.65 per month.
4. Franchisee at its discretion may implement a fuel surcharge if the price per gallon for diesel fuel exceeds \$4.00. Only commercial customers will be subject to this surcharge. Surcharge Chart is attached as Exhibit 3.
5. The County reserves the right to request additional information from the Franchisee to evaluate a request for a rate increase.

B. City

1. Rate Increases – The Franchisee shall notify the County sixty (60) days prior to any change in price. All fees which may be charged except Residential fees by the Franchisee for the second and subsequent years of the term hereof shall be increased to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for Urban Wage Earners and Clerical Workers. Expenditures Category “Water and Sewer and Trash Collection (CPI),” published by the U.S. Department of Labor, Bureau of Labor Statistics. As of the first day of July of the first year of the contract and every year thereafter (the “Rate Modification Date”), the fee shall be increased for the ensuing yearly period beginning July 1st immediately following the preceding June 30th in the percentage amount equal to 100% of the Index. For purposes of computing the adjustment to fees charged in this paragraph, the increase shall be determined by comparing the amount shown on the index for May 1, 2018 to that shown on May 1, 2019 and the Index on each May 1st thereafter shall be compared to that of the preceding May 1st and the price increased accordingly for the period which runs from July 1st of each year to June 30st of the succeeding. The increase, if any, shall take effect on the rate modification date. The current fees will be held firm until

June 30, 2021. Effective July 1, 2021, the Residential fees will increase by the CPI, if the CPI is 2% or less. If the CPI is between 2% and 3%, then the increase will be 2%. If the CPI is above 3% then the increase will be CPI- 1%. Effective July 1, 2022 and for all subsequent years the fees will increase by the CPI.

2. Recycling Outlets- The Franchisee shall notify the City one hundred twenty (120) days prior to the rate modification date if Franchisee intends to request any change in the recycling collection rate other than the normal CPI increase outlined above. Request will only be made if the Franchisee is now being charged to dispose of recyclable material, and/or the end market location has change and new location is farther than QRS in Nashville Tennessee. The Franchisee and the City will work together to resolve the request that will be mutually agreeable to both parties. The Franchisee may not request an increase in this type of fee until after July 1, 2025.
3. Additional Carts – Franchisee will supply one cart to each household. Franchisee will supply an additional cart to each house in which it is requested. Franchisee will keep a computerized list of each resident along with address that receives an additional cart. The Franchisee will provide the first fifteen hundred (1500) additional carts free of charge. However, if the quantity of additional carts exceeds fifteen hundred (1500) the Franchisee will notify the City sixty (60) days prior to rate modification date that there will be an additional charge.
 - 0 to 1500 - no charge
 - 1501 to 2000 - An additional .45 cents per month to all residential service customers
 - 2001 to 2500 – An additional .45 cents per month to all residential service customers.
 - 2501 to 3000 – An additional .40 cents per month to all residential service customers.
 - 3001 to 3500 – An additional .30 cents per month to all residential service customers.
4. The City reserves the right to request additional information from the Franchisee to evaluate a request for a rate increase.

5.4 Franchise Fee and Billing Fees

A. County

1. Franchisee shall bill all participating County residential and all County commercial customers within the franchise area for services. Franchisee shall pay to the County a fee of five percent (5%) of collected gross receipts for residential and commercial service activities under this Agreement in the unincorporated portions of the Franchise Area, for each contract year or portion thereof that this Agreement remains in effect (the "County Franchise Fee"). However, in no event shall the County Franchise Fee be less than twelve thousand (\$12,000.00) dollars per year. The County Franchise Fee shall be payable within sixty-five (65) days of the last day of the year in which services were provided by Franchisee for residential customers using the service. The County Franchise Fee shall be based on gross receipts from all Solid Waste collection and disposal services for residential and commercial customers under this Agreement for County residential and commercial customers during the immediately preceding year. In the event this Agreement is terminated, the balance due shall be paid thirty (30) days after the date services are terminated. Each payment of the County Franchise Fee shall be accompanied by a report in a form acceptable to the County. Franchisee shall provide additional documentation upon request.
2. Franchisee shall bill residential customers quarterly in advance and commercial customers monthly in advance.
3. The Franchisee shall identify each customer who fails to make the required payments for Solid Waste collections, and the County shall fully cooperate with Franchisee in any delinquent payment collection efforts. Franchisee shall not be required to provide Solid Waste and / or Recycling collection service to any customer who is delinquent in payments for service.
4. The Franchisee hereby agrees to bear the cost of an annual audit of its records regarding the remitting of the franchise fee if the County, in its reasonable discretion, deems an audit necessary.

B. City

1. Each month, the City shall withhold ten percent (10%) of the gross receipts received by the City from utility bill payments attributable to operations conducted by the Franchisee pertaining to its operations by and through this Agreement within the incorporated limits of the City which are included in the Franchise Area, including the operation of the transfer facility should the Franchisee elect to operate a transfer facility (the "City Residential Franchise Fee"). In addition, the City shall withhold three

percent (3%) of the gross receipts received by Franchisee attributable to its operations in the City as a collection fee for the City performing residential billing services (the "City Collection Fee").

2. The City shall remit the "Net Amount" collected through utility bill payments attributable to Solid Waste and Recyclables Materials collection to the Franchisee within sixty-five (65) days of the last day of the month in which services were provided by Franchisee. "Net Amount" shall mean the amount billed to the customer by the City less the City Residential Franchise Fee, the City Collection Fee, and any and all bad debts, write-offs or accounts not paid by customers. The City shall identify each customer who fails to make the required payments for Solid Waste collections and shall fully cooperate with Franchisee in any delinquent payment collection efforts. Franchisee shall not be required to provide Solid Waste and / or recycling collection service to any customer who is delinquent in payments for service.
3. The Franchisee hereby agrees to bear the cost of an annual audit of its records regarding the City Franchise Fee if the City, in its discretion, deems an audit necessary.
4. Each month, the Franchisee shall bill all commercial and industrial customers other than Commercial hand pickup customers, within the franchise area for services. Franchisee shall pay to the City a fee of ten percent (10%) of collected gross receipts for commercial and industrial service activities under this Agreement in the incorporated portions of the Franchise Area, for each contract year or portion thereof that this Agreement remains in effect (the "City Commercial Franchise Fee"). The City Commercial Franchise Fee shall be payable within sixty-five (65) days of the last day of the month in which services were provided by Franchisee for commercial and industrial customers using the service. The City Commercial Fee shall be based on gross receipts from all Solid Waste collection and disposal services for commercial and industrial customers under this Agreement in the incorporated portions of the Franchise Area during the immediately preceding month. In the event this Agreement is terminated, the balance due shall be paid thirty (30) days after the date services are terminated. Each payment of the City Commercial Franchise Fee shall be accompanied by a report in a form reasonably acceptable to the City, certified by the City Manager, providing the number of commercial customers serviced and the revenues received therefrom. Franchisee shall provide additional documentation upon request.
5. The Franchisee shall identify each commercial or industrial customer who fails to make the required payments for Solid Waste collections and shall fully cooperate with City in any delinquent payment collection efforts. Franchisee shall not be required to provide Solid Waste and / or recycling

collection service to any customer who is delinquent in payments for service.

6. The Franchisee hereby agrees to bear the cost of an annual audit of its records regarding the remitting of the franchise fee if the City, in its discretion, deems an audit necessary.

SECTION VI: REPORTING REQUIREMENTS

6.1 Reports to County and City

- A. The Franchisee shall maintain records and report quarterly to the County and City the volume and source of all commercial, wastewater treatment plant, residential Solid Waste, recyclables, and oversized goods collected by the Franchisee under this Agreement during the previous month and the ultimate disposal location of the waste collected.
- B. The Franchisee shall maintain records and report quarterly to the County and City on all public education activities undertaken by the Franchisee.
- C. The County and City shall have the authority to request the Franchisee to report to the County and City Commission on any aspect of services provided under this Agreement.
- D. The Franchisee shall retain all records required to be maintained under this Agreement for five (5) years following the expiration of this Agreement.
- E. The Franchisee shall maintain a summary of customer service calls and the Franchisee's response.

6.2 Right of Inspection/Audit

- A. Upon reasonable notice, the County and City reserve the right to inspect the Franchisee's operations at any time in such a way as to not unreasonably interfere with the Franchisee's operations. The Franchisee hereby grants the County and City a right-of-entry as necessary to exercise this right, as may be necessary for the County or City to verify compliance with this Agreement upon reasonable notice within business hours.
- B. The County and City reserve the right to require the Franchisee's records relating to the Franchisee's operations under this Agreement to be audited at any time. The Franchisee shall bear the cost of any audit required by the County or City. Should the audit reveal inconsistencies or any other problems, the Franchisee

must provide the County or City with a written explanation including the Franchisee's plans to remedy any problem identified.

SECTION VII: REQUIRED INSURANCE AND BONDING

7.1 Insurance

- A. General Liability Insurance – The Franchisee shall maintain insurance from companies approved by the County and City, but such approval shall not be unreasonably withheld, conditioned, or delayed. Said insurance coverage must protect the County, City, and Franchisee and their respective officials, officers, agents, employees and representatives from and against any and all claims, losses, damages, costs and expenses including costs of defense and reasonable attorneys' fees for injury or damage to persons or property, both real and personal, caused by the Franchisee's operations pursuant to the terms of this Agreement. The Franchisee bears all responsibility for all costs associated with this coverage. The Franchisee shall maintain the following minimum coverages:

Bodily Injury Per Person	\$ 2 Million
Bodily Injury Per Occurrence	\$ 2 Million
Property Damage Per Occurrence	\$ 2 Million
Property Damage Aggregate	\$ 2 Million

- B. Automobile Insurance – The Franchisee shall maintain sufficient automobile insurance from companies approved by the County and City, but such approval shall not to be unreasonably withheld, conditioned, or delayed, in order to protect the County, City, and Franchisee and their respective officials, officers, agents, employees and representatives from and against any and all claims, losses, damages, costs and expenses, including cost of defense and reasonable attorneys' fees for injury or damage to persons or property, both real and personal caused by the operation of the Franchisee's vehicles pursuant to this Agreement. The Franchisee bears all responsibility for all costs associated with this coverage. The Franchisee shall maintain the following minimum policy limits:

Bodily Injury Per person	\$ 2 Million
Bodily Injury Per Occurrence	\$ 2 Million
Property Damage Per Occurrence	\$ 2 Million
Property Damage Aggregate	\$ 2 Million

- C. Worker's Compensation Insurance – The Franchisee shall maintain worker's compensation insurance as required by the laws of the Commonwealth of Kentucky. The Franchisee bears all responsibility for all costs associated with this coverage.
- D. Builder's Risk – If the Franchisee intends to construct or substantially repair any facilities associated with performing services under this Agreement, the

Franchisee must carry builder's risk coverage, with the limits of insurance equal to 100% of the completed value of the project. The coverage shall include the transport and installation of all machinery and/or equipment installed in the facility, and the Franchisee bears all responsibility for all costs associated with this coverage.

- E. County and City as Additional Insured/Loss Payee – All insurance required under the terms of the Agreement shall name the County and City as additional insureds.

7.2 Performance Bond

- A. Upon the effective date of the Agreement, the Franchisee shall furnish proof of the posting of a faithful performance bond running to the County and City with good and sufficient surety approved by the County and City, but such approval shall not be unreasonably withheld, conditioned, or delayed. The performance bond level shall equal operating costs of the Franchisee for a 120-day period.
- B. The bond shall be conditioned that the Franchisee shall observe, fulfill and perform the terms and conditions of this Agreement, and in the case of any breach of condition of the bond, the amount thereof shall be recoverable from principle and surety, jointly and severally, for all damages resulting from the failure of Franchisee to observe and perform its obligations under this Agreement. The bond shall be maintained by the Franchisee throughout the term of this Agreement.
- C. The County and City hereby reserve the power to require the Franchisee to increase the amount of the performance bond, in its reasonable discretion, at any time upon using commercially reasonable efforts if making a determination that the amount of the bond is insufficient.
- D. The Franchisee shall give 30 days notice to the County and City of any change or alternation on the performance bond.

SECTION VIII: OWNERSHIP OF COLLECTED MATERIALS

8.1 Ownership of Materials

Title or ownership of all Solid Waste, oversized goods placed in a container for collection passes to the Franchisee at the point the item is removed from the container and placed in the Franchisee's vehicle, unless such waste is Unacceptable Waste. Title to Unacceptable Waste shall remain with the customer even if such Unacceptable Waste is inadvertently collected by Franchisee. Notwithstanding the foregoing, all monetary proceeds or losses from the sale of recycled materials shall be the property of Franchisee.

SECTION IX: INDEMNIFICATION, DUTY TO DEFEND, RELEASE & WAIVER

- 9.1 The Franchisee hereby agrees to indemnify and hold harmless the County and City, their respective officials, officers, employees, agents and representatives (“Indemnified Parties”) for all claims, losses, damages, penalties, costs and expenses including, but not limited to, costs of defense and reasonable attorneys’ fees (“claims”) to the extent resulting from the Franchisee’s acts or omissions in connection with this Agreement including, but not limited to, a breach of this Agreement except to the extent caused by the negligence, willful misconduct, or breach of this Agreement by the County or City. Such claims shall include but not be limited to damages arising out of liability, suits, claims, demands, regulatory enforcement actions, attorney’s fees, costs of defense, and other damages arising out of the collection, transport, processing and disposal of residential Solid Waste and collection of oversized goods under the terms of this Agreement. The Franchisee’s obligations shall continue beyond the term of this Agreement should losses, damages, costs and expenses be incurred after the termination of this Agreement.
- 9.2 If a claim is asserted or a lawsuit is filed against the County or City, either independently or jointly with the Franchisee which relate to the Franchisee’s activities under the terms of this Agreement, the Franchisee shall, upon notice to it, defend the Indemnified Parties against the action, except to the extent that it is based upon the negligence, willful misconduct, or breach of this Agreement by the Indemnified Parties. This duty to defend shall continue beyond the term of this Agreement should a claim or lawsuit be asserted or continue beyond the term of this Agreement. In the event of a final judgment being obtained against an Indemnified Party either independently or jointly with the Franchisee, the Franchisee shall pay said judgment and all costs, including costs of defense and reasonable attorneys’ fees and hold the Indemnified Parties harmless therefrom, except to the extent caused by the negligence, willful misconduct, or breach of this Agreement by the Indemnified Parties.
- 9.3 The County or City shall indemnify and hold Franchisee harmless from all liability to the extent caused by the negligence or willful misconduct of the Indemnified Parties, or the breach of this Agreement by the County or City.
- 9.4 Should any court or regulatory agency, state or federal, ever seek to establish liability against an Indemnified Party for the cost of a environmental clean up, recovery, or other corrective action, or criminal or civil penalty provided by applicable law in connection with or related to Franchisee’s duties under this Agreement solely related to Solid Waste and/or Recyclable Materials (and specifically excluding any Unacceptable Waste), the Franchisee hereby agrees to indemnify, defend, and hold harmless the Indemnified Parties for any and all fines, losses, costs or expenses, including, but not limited to costs of defense and reasonable attorneys’ fees, to the extent caused by the negligence or willful misconduct of the Franchisee, or breach of this Agreement by Franchisee, or the failure of Franchisee to comply with all applicable governmental laws and regulations.

SECTION X: TERM, RENEWAL, MODIFICATIONS AND TRANSFERS

10.1 Renewal

This Agreement shall be effective August 15, 2019 and terminate June 30, 2026. Upon mutual agreement of all parties, this Agreement may be renewed for one (1) additional seven (7) year term . A party must notify the other, in writing, at least 90 days prior to the expiration date of their intent not to renew; otherwise, this Agreement shall automatically renew for the then-current renewal term.

10.2 Modification

- A. Either party may seek a modification of this Agreement; however, no modification shall be effective unless it is signed by authorized representatives of the County or City, or both, as applicable, and Franchisee.
- B. All requests for modifications shall be made in writing to each party's designated representative.
- C. The Franchisee shall furnish upon the County's or City's request information, documents, data and other applicable items pertaining to its request.

10.3 Transfers

- A. The Franchisee shall not assign, transfer, or convey this Agreement, or its rights, duties or obligations hereunder, without prior written consent of the County and City, which shall not be unreasonably withheld, conditioned, or delayed. Any attempt to assign, transfer, or convey any part of this Agreement without the approval of the County and City shall render this Agreement voidable.
- B. Any change in ownership of the Franchisee which differs significantly from that described by the Franchisee in its proposal shall be considered an assignment, transfer or conveyance of this Agreement requiring approval from the County and City.
- C. The Franchisee may not subcontract with a separate entity to perform any service encompassed by this Agreement without the approval of the County and City. Any attempt to subcontract with a separate entity to perform service encompassed by this Agreement without County or City approval shall render this Agreement voidable.
- D. When seeking the County's and City's approval for a transfer, assignment or conveyance of this Agreement or approval of a subcontract, the Franchisee must provide, upon the County's and City's request, information relating to the contemplated transfer, assignment, conveyance or subcontract.

10.4 Termination

- A. The County and City may terminate this Agreement if the Franchisee is in breach of this Agreement by giving the Franchisee notice, provided that Franchisee has been given notice and an opportunity to cure pursuant to Section 12.2 of this Agreement.
- B. The Franchisee may terminate this Agreement if the County or City is in breach of this Agreement by giving the County and City notice, provided that County or City has been given notice and an opportunity to cure pursuant to Section 12.2 of this Agreement

SECTION XI: COSTS

11.1 Costs

The County and City reserve the right to charge the Franchisee for any cost incidental to the renewing, transferring, modifying and enforcing the terms of this Agreement including, but not limited to, consultant fees and reasonable attorneys' fees, Franchisee shall reimburse the County's and City's consultant costs if and to the extent that they are reasonably necessary for the County and City to retain a third party consultant to evaluate Franchisee's performance under this Agreement.

SECTION XII: REMEDIES

12.1 Breach

- A. As used in this Agreement, "breach" shall mean:
 - 1. a failure to perform or observe any term, provision or requirement of this Agreement;
 - 2. a failure to comply with any state, federal or local permit or license under which the Franchisee operates or performs services under this Agreement;
 - 3. a failure to comply with any state or federal statute or regulation or any local ordinances;
 - 5. the making of an untrue representation;
 - 6. the failure to pay franchise fees; or
 - 7. the occurrence of any act of insolvency by the Franchisee, County, or City, as the case may be.

12.2 Cure

In the event of a breach, the non-breaching party shall give the breaching party notice of the breach, and a reasonable opportunity to cure (which shall be no less than thirty (30) days).

12.3 Remedies

- A. In the event of a breach, the non-breaching party shall have the right to enforce the terms and conditions of this Agreement, implementing the following remedies at the non-breaching party's option, all such remedies being cumulative.
- B. The remedies available to the non-breaching party include:
 - 1. termination of the Franchise and this Agreement pursuant to Section 10.4 of this Agreement;
 - 2. closure of all convenience centers, transfer stations or other similar facilities operated in the County and City by the Franchisee under this Agreement and the cessation of all activities in the County and City by the Franchisee relating to this Agreement;
 - 3. the right to bring any legal proceeding in the nature of injunction, specific performance or other equitable remedy. Each party hereby acknowledges that any substantial and continuing breach of this Agreement will cause irreparable harm to the non-breaching party and that damages at law are an inadequate remedy for such a breach of this Agreement;
 - 4. any other remedy provided by this Agreement; and
 - 5. any other remedy allowed by applicable law.
- C. Remedies Cumulative. Each right, power and remedy provided in this Agreement or now or hereafter existed at law, in equity, by statute, or otherwise shall be cumulative and concurrent and shall be in addition to every other such right, power or remedy. The exercise or the beginning of the exercise or the forbearance of the exercise by the non-breaching party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by the non-breaching party of any or all such rights, powers or remedies.
- D. Failure to insist upon strict performance of any covenant, obligation, term or requirement of this Agreement shall not be a waiver of a right to demand strict performance in the future.

SECTION XIII: INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT

13.1 Complete Agreement

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

13.2 Governing Law and Venue

- A. This Agreement is executed in the Commonwealth of Kentucky and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the Commonwealth of Kentucky.
- B. The venue shall be Simpson County, Kentucky.

13.3 Construction

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

13.4 Notices

- A. All notices, requests, demands or other communications required under this Agreement shall be made in writing and shall be served by hand delivery or by placing such in the United States Mail, certified mail, return receipt requested and bearing adequate postage. Each notice shall be effective upon receipt. Rejection, refusal to accept or the inability to deliver because of changed address or status shall be deemed to be receipt of the notice sent.
- B. The Franchisee shall notify the County Judge Executive and City Manager of any change of address or change of personnel to whom all notices, requests, demands or other communications should be directed.

13.5 Severability

In the event that any term, provision, or covenant hereunder shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable by any party and the invalid or unenforceable covenant

shall automatically be deemed modified and amended to provide for the maximum rights available under applicable law to the party who is the beneficiary of the covenant in question.

13.6 Third Parties

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

13.7 Authority of Parties

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN TESTIMONY WHEREOF, the County and City has caused this Agreement to be executed for and on its behalf by its duly authorized Mayor and attested by the County Clerk, and Scott Waste Services, L.L.C. has caused this instrument to be executed by its duly authorized representative.

COUNTY OF SIMPSON, KENTUCKY

Mason Barnes
Mason Barnes, Judge Executive

Attested by:

Pam Rohrs
Pam Rohrs, Fiscal Court Clerk

CITY OF FRANKLIN, KENTUCKY

Larry Dixon Mayor
Larry Dixon, Mayor

Attested by:

Cathy Dillard, City Clerk
Cathy Dillard, City Clerk

SCOTT WASTE SERVICES, LLC

Pete Reckard
By: PETE RECKARD
WASTE CONNECTIONS US, INC., its
Manager

STATE OF Kentucky

COUNTY OF Warren

Subscribed and sworn to before me by Pete Reckard Scott Waste Services, L.L.C. to be
his free and voluntary act and deed on this the 30 day of April, 2019.

Sybil Breina 584139
Notary Public

My commission expires: 8/3/21

EXHIBIT 1

SCOTT WASTE SERVICES, LLC.

SIMPSON COUNTY RATES

Rates effective July 1, 2019

CONTAINER SIZE	PICKUP 1 x weekly	PICKUP 2 X weekly	PICKUP 3 X weekly	PICKUP 4 X weekly	PICKUP 5 X weekly	Extra Empty
Commercial/96 Gallon	\$21.51	\$43.02	n/a	n/a	n/a	\$7.00
2 cu yard	\$38.45	\$76.90	\$115.35	\$153.80	\$192.25	\$20.00
3 cu yard	\$57.68	\$115.35	\$173.03	\$230.70	\$288.38	\$25.00
4 cu yard	\$76.90	\$153.80	\$230.70	\$307.60	\$384.50	\$30.00
6 cu yard	\$115.35	\$230.70	\$346.05	\$461.40	\$576.76	\$40.00
8 cu yard	\$153.80	\$307.60	\$461.40	\$615.21	\$769.01	\$50.00

**RESIDENTIAL
CHARGES:**

Quarterly

**Monthly
Advanced**

	\$	
Simpson County	39.85	
	\$	
Simpson 2nd Cart	6.65	
Simpson County		\$ 12.88

EXHIBIT 2

SCOTT WASTE SERVICES, LLC. CITY OF FRANKLIN RATES

COMMERCIAL CHARGES:

CONTAINER SIZE	PICKUP 1 x weekly	PICKUP 2 X weekly	PICKUP 3 X weekly	PICKUP 4 X weekly	PICKUP 5 X weekly	Extra Empty
Commercial/96 Gallon	\$22.83	\$45.66	\$68.49	\$91.32	\$114.14	\$7.00
2 cu yard	\$30.66	\$61.31	\$91.97	\$122.63	\$153.28	\$15.00
4 cu yard	\$61.31	\$122.63	\$183.94	\$245.25	\$306.56	\$30.00
6 cu yard	\$91.97	\$183.94	\$275.91	\$367.88	\$459.85	\$45.00
8 cu yard	\$122.63	\$245.25	\$367.88	\$490.50	\$613.13	\$60.00

RESIDENTIAL CHARGES:

Monthly

Residential Rate	\$	16.31
Senior Citizen Rate	\$	14.70

City of Franklin Wastewater Plant - Sludge Removal:

\$675.00 per dumpster load based on a fourteen (14) ton monthly weight average.

Note: If monthly weight average exceeds ten percent (10%) of the 14 ton limit referenced above, then the rate per load will be increased based on the new average minus the old average multiplied by \$41.74 per ton.

ORDINANCE NO. 2019-017

**AN ORDINANCE APPROVING AND RELATING TO AN EXCLUSIVE FRANCHISEE
TO COLLECT, TRANSPORT AND DISPOSE
OF COMMERCIAL AND RESIDENTIAL SOLID WASTE
WITHIN THE CITY OF FRANKLIN AND
SIMPSON COUNTY, KENTUCKY**

WHEREAS, on or about September 4, 2013, the City and Franchisee entered into that certain *Exclusive Commercial and Residential Franchise Agreement*, as subsequently modified, amended, and/or extended (the “Original City Agreement”), for the collection, transportation, and disposal of all commercial and residential Solid Waste, wastewater treatment plant waste, and oversized goods within the Franklin Franchise Area;

WHEREAS, on or about October 1, 2016, the City and Franchisee amended that certain *Exclusive Commercial and Residential Franchise Agreement* (the “First Amendment to the City Agreement”);

WHEREAS, on or about June 16, 2015, the County And Franchisee entered into that certain *Exclusive Residential, Commercial, and Industrial Franchise Agreement* (the “Original County Agreement”), for the collection, transportation, and disposal of all residential, commercial and industrial Solid Waste, wastewater treatment plant waste, and oversized goods within the Franklin and Simpson County Franchise Area; and

WHEREAS, the County and City wish to combine their respective agreements with Franchisee and to extend the term thereof, adjust the rates thereunder, and to otherwise modify the Original City Agreement, as amended, and the Original County Agreement as provided for in the attached Agreement.

WHEREAS, City and County staffs recommended that the City Commission and Fiscal Court issue an exclusive franchise to collect, transport and dispose of commercial and residential solid waste within the City of Franklin and Simpson County because multiple franchisees would increase large truck traffic in the City and County leading to increased wear and tear on the roadways and an increase in potential traffic hazards caused by the need for collection vehicles to stop frequently in the roadway during collection;

WHEREAS, City and County staffs recommended that the City Commission and Fiscal Court issue an exclusive franchise to collect, transport and dispose of residential, commercial and Wastewater Treatment Plant solid waste within the City and County because of the need to maintain uniformity and minimize confusion of collection times that would be caused by multiple franchisees servicing residents, and the synergies and cost savings associated with having one franchisee to perform the services for both the City and County.

WHEREAS, the Franklin City Commission and Simpson Fiscal Court, by and through this Ordinance, adopt the recommendations of City and County staffs and agree to extend the existing franchise to Scott to collect, transport and dispose of the Wastewater Treatment Plant cake sludge, and the commercial and residential solid waste within the City of Franklin and Simpson County.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Franklin, Kentucky and the Fiscal Court of the County of Simpson, Kentucky that the attached Simpson County and City of Franklin Exclusive Commercial and Residential Amended and Restated Franchise Agreement which is incorporated herein by reference be approved and that the Mayor and County Judge Executive be authorized to execute said agreement on behalf of the

City of Franklin and Simpson County, Kentucky, respectively.

The City and County shall have the authority to bring an action against any party who violates the exclusive franchise which is granted pursuant to the Agreement, to enjoin such party from such violation, impose a fine of \$1,000 per day of violation, obtain damages and obtain other relief that may be allowed pursuant to applicable law from such party.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holdings shall not affect the validity of the remaining portions of Ordinance.

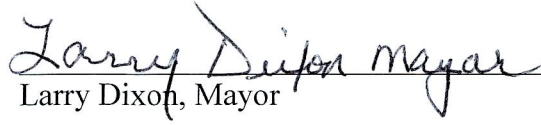
All ordinances or parts of ordinances in conflict herewith, are, to the extent of such conflict, hereby repealed.

<u>July 22, 2019</u>	FIRST READING
<u>August 12, 2019</u>	SECOND READING

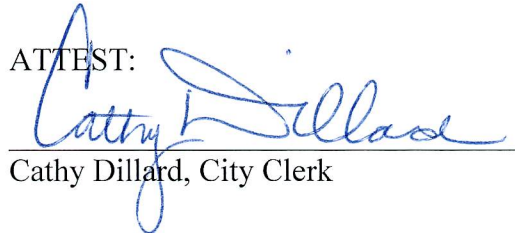
At a meeting of the City Commission of the City of Franklin, Kentucky, held on August 12, 2019, on motion made by Commissioner Powell and seconded by Commissioner Stewart the foregoing ordinance was adopted, after full discussion, by the following vote:

<u>YES</u>	JAMIE POWELL
<u>YES</u>	HERBERT WILLIAMS
<u>Absent</u>	BROWNIE BENNETT
<u>YES</u>	WENDELL STEWART
<u>YES</u>	LARRY DIXON, MAYOR

APPROVED BY:


Larry Dixon, Mayor

ATTEST:


Cathy Dillard, City Clerk

ORDINANCE NO. 830.51

**AN ORDINANCE APPROVING AND RELATING TO AN EXCLUSIVE FRANCHISEE
TO COLLECT, TRANSPORT AND DISPOSE
OF COMMERCIAL AND RESIDENTIAL SOLID WASTE
WITHIN THE CITY OF FRANKLIN AND
SIMPSON COUNTY, KENTUCKY**

WHEREAS, on or about September 4, 2013, the City and Franchisee entered into that certain *Exclusive Commercial and Residential Franchise Agreement*, as subsequently modified, amended, and/or extended (the "Original City Agreement"), for the collection, transportation, and disposal of all commercial and residential Solid Waste, wastewater treatment plant waste, and oversized goods within the Simpson County Franchise Area;

WHEREAS, on or about October 1, 2016, the City and Franchisee amended that certain *Exclusive Commercial and Residential Franchise Agreement* (the "First Amendment to the County Agreement");

WHEREAS, on or about June 16, 2015, the County and Franchisee entered into that certain *Exclusive Residential, Commercial, and Industrial Franchise Agreement* (the "Original County Agreement"), for the collection, transportation, and disposal of all residential, commercial and industrial Solid Waste, wastewater treatment plant waste, and oversized goods within the Franklin and Simpson County Franchise Area; and

WHEREAS, the County and City wish to combine their respective agreements with Franchisee and to extend the term thereof, adjust the rates thereunder, and to otherwise modify the Original City Agreement, as amended, and the Original County Agreement as provided for in the attached Agreement.

WHEREAS, City and County staffs recommended that the City Commission and Fiscal Court issue an exclusive franchise to collect, transport and dispose of commercial and residential

solid waste within the City of Franklin and Simpson County because multiple franchisees would increase large truck traffic in the City and County leading to increased wear and tear on the roadways and an increase in potential traffic hazards caused by the need for collection vehicles to stop frequently in the roadway during collection;

WHEREAS, City and County staffs recommended that the City Commission and Fiscal Court issue an exclusive franchise to collect, transport and dispose of residential, commercial and Wastewater Treatment Plant solid waste within the City and County because of the need to maintain uniformity and minimize confusion of collection times that would be caused by multiple franchisees servicing residents, and the synergies and cost savings associated with having one franchisee to perform the services for both the City and County.

WHEREAS, the Franklin City Commission and Simpson Fiscal Court, by and through this Ordinance, adopt the recommendations of City and County staffs and agree to extend the existing franchise to Scott to collect, transport and dispose of the Wastewater Treatment Plant cake sludge, and the commercial and residential solid waste within the County of Simpson and Simpson County.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Franklin, Kentucky and the Fiscal Court of the County of Simpson, Kentucky that the attached City of Franklin and County of Simpson Exclusive Commercial and Residential Amended and Restated Franchise Agreement which is incorporated herein by reference be approved and that the Mayor and County Judge Executive be authorized to execute said agreement on behalf of the City of Franklin and Simpson County, Kentucky, respectively.

The City and County shall have the authority to bring an action against any party who violates the exclusive franchise which is granted pursuant to the Agreement, to enjoin such party

from such violation, impose a fine of \$1,000 per day of violation, obtain damages and obtain other relief that may be allowed pursuant to applicable law from such party.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holdings shall not affect the validity of the remaining portions of Ordinance.

All ordinances or parts of ordinances in conflict herewith, are, to the extent of such conflict, hereby repealed.

July 2, 2019

FIRST READING

August 6, 2019

SECOND READING

At a meeting of the Fiscal Court of the County of Simpson, Kentucky, held on August 6, 2019, on motion made by Judge Executive Mason Barnes and seconded by Magistrate Scott Poston, the foregoing ordinance was adopted, after full discussion, by the following vote:

YES

Marty Chandler

YES

Myron Thurman

YES

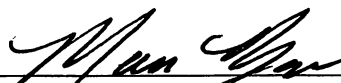
Scott Poston

YES

Nathaniel Downey


YES

Mason Barnes



MASON BARNES
Simpson County Judge Executive

ATTEST:



Pam Rohrs, Clerk
Simpson County Fiscal Court