

**SOLID WASTE FRANCHISE AGREEMENT  
FOR  
INCORPORATED AREAS OF THE CITY OF OAK GROVE, KENTUCKY**

An agreement granting Bobby Outlaw Disposal Service, the non-exclusive right to collect, store, transport, process, and dispose of solid waste to inhabitants of the incorporated areas of Oak Grove, Kentucky, and other related purposes for a period of five years from December 8, 2020 until December 7, 2025.

Bobby Outlaw Disposal Service and the City of Oak Grove, KY hereby agree as follows:

**SECTION I – TITLE**

The agreement shall be known and may be cited as the "Waste Management Franchise Agreement".

**SECTION II – DEFINITIONS**

For the purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not consistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely discretionary or directory.

1. "Waste Management Services" – the collection, safe storage, transportation, processing, and disposal of solid waste generated within the incorporated areas of Oak Grove, Kentucky.
2. "City Council: is the City Council of Oak Grove, Kentucky.
3. "Bobby Outlaw Disposal Service: is the owner company known as and doing business as Bobby Outlaw Disposal Service.
4. "Solid Waste" – any garbage, refuse, or discarded material generated by commercial, industrial, residential, or community activities.
5. "Garbage" – any or all dead animals less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter including, but not limited to, used tin cans and other food containers; and all putrescible or easily

decomposable waste animal or vegetable matter which is likely to attract flies or rodents.

6. "Bulky Waste" – stoves, refrigerators, water heaters, automobile parts, washing machines, furniture, and other waste materials other than construction debris, dead animals, hazardous waste, or stable matter with weights or volume greater than those allowed for containers.
7. "Rubbish and Trash" – all waste wood, wood products, Christmas trees, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any or all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.
8. "Construction Debris" – waste building materials resulting from construction, remodeling, repair or demolition operations.
9. "Dead Animals" – animals or portions thereof equal or greater than 10 lb. in weight that have expired from any cause, except those slaughtered or killed for human use.
10. "Hazardous Waste" – any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State law regulations.
11. "Ordinance" – City of Oak Grove Solid Waste Management Ordinance, (Ordinance No. 1991-5).
12. "Residential Unit" – any dwelling within the Service Area, hereinafter defined, occupied by a person or group of persons. A Residential Unit shall be deemed occupied when water services, either public or private, are being supplied thereto. Each unit of an apartment or condominium dwelling, whether of single or multi-level construction, shall be treated as a Residential Unit. On any one-collection day, the Company will collect from each Residential Unit the contents of not more than one (1) container furnished by the Contractor, unless the customer needs additional containers and their monthly bill will be adjusted accordingly.
13. "Commercial Establishment" shall mean any business, corporation, company, association, partnership, political subdivision, or organization or any kind, which manufactures, distributes, stores, sells, or in any way

provides any service or product unto the public or any third party users, recipient, or purchaser.

14. "Approved Container" – a receptacle with a capacity of 90 gallons or less, not to exceed 60 pounds, constructed of plastic, metal, or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the container by vectors.

### **SECTION III – GRANT OF NON-EXCLUSIVE AUTHORITY**

1. There is hereby granted by the City Council to Bobby Outlaw Disposal Service the non-exclusive right to collect, store, transport, process, and dispose of solid waste from residential and commercial customers located in the incorporated areas of Oak Grove, Kentucky, and in accordance with the terms of this contract as well as the terms of the City of Oak Grove, all in accordance with the terms of this contract as well as the terms of the Oak Grove Solid Waste Management Ordinance, the terms of which are hereby incorporated by reference as though fully set out herein and made a part of this Agreement, from the effective date of this agreement until December 7, 2025.
2. Bobby Outlaw Disposal Service does not have to collect, store, transport, process, or dispose of (1) construction debris, (2) dead animals over ten (10) pounds, (3) hazardous waste, or (4) automobile or vehicle bodies.
3. Any violation of the Oak Grove Solid Waste Management Ordinance by Bobby Outlaw Disposal Service shall also be considered a violation of this Agreement. The City shall furnish Notice to said contractor in writing at its principal address, of any violation within ten (10) days. Bobby Outlaw Disposal Service shall have ten (10) days to correct the problem or to respond to the Complaint.

### **SECTION IV – COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES**

Bobby Outlaw Disposal Service shall, at all times during the life of this Franchise Agreement be in full compliance with all statutes, laws, ordinances, codes, administrative regulations adopted by the Federal or State governmental units.

### **SECTION V – TERRITORIAL AREA INVOLVED**

This Agreement relates to the present territorial limits of the incorporated areas of Oak Grove, Kentucky.

## SECTION VI – LIABILITY AND INDEMNIFICATION

Bobby Outlaw Disposal Service shall at all times, keep in effect the following types of insurance coverage:

1. Workmen's Compensation Insurance in accordance with Kentucky laws.
2. Public liability and property damage insurance in amounts of not less than One Million Dollars (\$1,000,000.00) single limit coverage.
3. A performance bond in the amount of Fifty Thousand Dollars (\$50,000.00) with an effective date being the same as the effective date of this contract guaranteeing the City of Oak Grove, Kentucky both the faithful performance of the contract and the due payment of all franchise fees payable unto the City of Oak Grove, Kentucky in a manner later set out herein. This bond is to be executed by surety satisfactory to both the City of Oak Grove, Kentucky and Bobby Outlaw Disposal Service.
4. Bobby Outlaw Disposal Service shall indemnify, protect, and save harmless Oak Grove, Kentucky and the City Council, its officers, elected officials, and employees from and against losses and physical damage to property and bodily injury or death to persons, including payments made under any Workers Compensation law which may arise out of a breach of the contract of negligence, willful act or omission of Bobby Outlaw Disposal Service, its agent, or employees in the course of its performance of this Franchise Agreement granted herein, including, but not limited to the collection, transportation, storage, and disposal of solid waste or any other activities performed pursuant to the Oak Grove Solid Waste Ordinance and the Franchise Agreement set out herein.
5. All Insurance required shall be and remain in full force and effect for the entire life of the rights granted hereunder. Insurance certificates evidencing such insurance shall be deposited with and kept on file by the City Council, in confidence, and not for public inspection.

## SECTION VII – RATES AND CHARGES

1. Except as otherwise provided, Bobby Outlaw Disposal Service shall have the right, privilege, and authority to charge the rates and charges fixed in this section to its subscribers for its services.
2. Upon implementation, the rates and charges shall be as follows:
  - a) Residential rates shall be as set out Bobby Outlaw Disposal Service's baseline services proposal, attached to this agreement and incorporated by reference.

- b) Commercial rates shall be as set out in Bobby Outlaw Disposal Service's baseline services proposal, attached to this agreement and incorporated by reference.
- c) A commercial establishment shall have discretion to receive at its option an approved two yard, four yard, six yard, or eight yard container. The rental for any container in excess of eight yards would be required to be negotiated between Bobby Outlaw Disposal Service and the commercial-industrial customer. A commercial establishment may rent additional containers.
- d) The rates set out herein shall not interfere with the rates presently being charged by said Contractor unto its commercial customers under an unexpired and written contract. However, no option therein will extend any existing written contract. Upon expiration of those commercial contracts the rates set out herein shall then become applicable including any modification of same as later set out herein.
- e) The City of Oak Grove shall collect the residential bills, then Oak Grove shall bill each residential unit monthly, which shall be due on the 15<sup>th</sup> or 30<sup>th</sup> day of the month as billed by the water office. Oak Grove will pay to said Contractor on the 15<sup>th</sup> and 30<sup>th</sup> day of each month after deducting \$1.20 per residential customer for \$0.60 per month franchise fee and \$0.60 per month based on the amount collected for collection service. Said Contractor reserves the right to transfer collection back to it upon thirty (30) days notice.
- f) Each residential unit customer shall have ten (10) days in which to pay his or her bill. If payment is not received by the due date, the service will be discontinued until such time that the account is made current. Oak Grove will make a list of delinquent accounts available to Bobby Outlaw Disposal Service.

#### **SECTION VIII – FRANCHISE FEE TO BE PAID TO OAK GROVE**

For the term described in Section XII herein, Bobby Outlaw Disposal Service shall pay to the City the following franchise fees as set out in Bobby Outlaw Disposal Service's baseline services proposal, attached to this agreement and incorporated by reference:

- a) \$0.60 (Sixty Cents) per residential customer per month if collected by Bobby Outlaw Disposal Service for each account collected.
- b) \$4.20 (Four Dollars and Twenty Cents) per commercial customer per month to include all commercial customers served by Bobby

Outlaw Disposal Service pursuant to this Agreement, including newly obtained customers.

- c) Bobby Outlaw Disposal Service shall compile a report of the total number and category of all its customers served in the incorporated areas of Oak Grove, Kentucky, certified by a duly authorized officer of said Contractor or a Certified Public Accountant, and submit same unto the City Council on a monthly basis, along with the franchise fees set out herein for all customers so served the prior month. The Franchisee Fee Remittal and the Monthly Report due the City of Oak Grove City Council shall be filed on or before the 30<sup>th</sup> day of each month.

## **SECTION IX – ADJUSTMENT OR MODIFICATION OF COLLECTION FEES**

Except as provided herein, Bobby Outlaw Disposal Service may not increase the collection fees to its customers pursuant to this Agreement without the prior approval of Oak Grove City Council. Annual adjustment rates shall be approved by the Oak Grove City Council to reflect the general increase and costs of operations, any additional Federal or State solid waste related taxation or surcharges and increases in landfill dumping fees.

Upon an increase in landfill dumping costs, in such event, Bobby Outlaw Disposal Service shall be entitled to increase its rates in compensation to offset any proportional increase in landfill costs attributable to the increase in landfill costs (other than general increase in cost of operations). Said Contractor shall provide verification of said increase in dumping fees charged by the owners or operators of the subject landfill. Said Contractor shall provide Oak Grove City Council thirty (30) days written notice of an increase in rates for the increase in landfill costs.

In addition, in the event Bobby Outlaw Disposal Service becomes liable for any governmental tax or surcharge upon collection or disposal of such garbage, said Contractor shall be entitled to increase its rates in compensation to offset such tax or surcharge to be paid along with said Contractors normal monthly compensation. Said Contractor shall provide the City thirty (30) days notice of imposition of such tax or surcharge, or an increase in rates for the tax or surcharge.

## **SECTION X – ASSIGNMENT OF CONTRACT**

No assignment of this contract or any right accruing under the Franchise granted to Bobby Outlaw Disposal Service herein, shall be made in whole or part by said Contractor without the express written consent of the City of Oak Grove City Council, which consent should not be unreasonably withheld. The delegation of any Franchise duty shall require the written consent of the surety as such a delegation will not relieve said Contractor or its surety of any liability and/or obligation to perform as set out herein or under the terms of the Oak Grove Solid Waste Management Ordinance. In the event



of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without effecting the liability of said Contractor.

In the event that Bobby Outlaw Disposal Service business assets are sold, the Oak Grove City Council maintains the right to hold the original owner solely liable. If however, Oak Grove City Council determines that the new ownership can adequately and faithfully render services called for in this contract for the remaining term of the Franchise, the Bobby Outlaw Disposal Service and Oak Grove City Council may elect to execute an Assignment Agreement, allowing the new ownership to assume the rights and duties under this contract and the Franchise and releasing the previous ownership of all obligations and liability for any work and/or claims pertinent to the Agreement.

## **SECTION XI – COMPLIANCE WITH SOLID WASTE MANAGEMENT ORDINANCE**

It is the specific understanding of the parties hereto that all terms of the Oak Grove Solid Waste Management Ordinance (Ordinance 1991-5) shall likewise be considered as additional terms to this Franchise Agreement. Accordingly, the terms of the Oak Grove Solid Waste Management Ordinance are hereby incorporated by reference as though fully set out herein and made a part of this Agreement. Without limitation, any requirement or obligation upon a Franchise holder as set out in said Solid Waste Management Ordinance shall be incumbent upon Waste Management and said Franchise holder shall be contractually bound to abide by same whether specifically referred to herein or incorporated by reference under the terms of said Ordinance. Any dispute between the parties may only be enforced by the City Council of Oak Grove. Neither this contract nor the "Ordinance" shall be deemed to create any separate cause of action for damages or to enforce the Agreement, in or by any third party.

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for thirty (30) days after the other party has given the party breaching or defaulting written notice by certified mail of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period, and pursues diligently to the completion thereof, the other party may: (i) Terminate this Agreement as of any date which the said other party may select provided said date is at least thirty (30) days after the thirty (30) days in which to cure or commence curing; (ii) cure the breach or default at the expense of the breaching or defaulting party; and/or (iii) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right for all damage or loss suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

Bobby Outlaw Disposal Service shall comply with the terms of this Franchise Agreement unless prevented by conditions beyond its control such as governmental interference, general strike, unavailability of labor, riots, violence, fires, weather conditions, or acts of God, and other casualties beyond the control of Bobby Outlaw



Disposal Service and the terms of this Franchise Agreement shall continue in effect during such suspension.

## **SECTION XII – DURATION OF AGREEMENT**

The rights granted to Bobby Outlaw Disposal Service herein shall terminate on December 7, 2025. If this Agreement is revoked for cause by the City Council or by legislative authority of the Commonwealth of Kentucky, in such event, Bobby Outlaw Disposal Service shall remit, forthwith, all Franchisee fees due Oak Grove, Kentucky, collected by Bobby Outlaw Disposal Service.

## **SECTION XIII – PROVISION OF SERVICE**

Bobby Outlaw Disposal Service as Franchisee herein, shall render prompt, efficient, and continuing service in the manner contemplated herein unto all individuals, residential households, businesses, multiple housing facilities, commercial establishments, and industrial businesses located within the incorporated areas of Oak Grove, Kentucky who are in full compliance with the terms of Ordinance 1991-5 and this Franchise Agreement, including the payment of collection fees to the City of Oak Grove.

## **SECTION XIV – ADDITIONAL FEES, BULKY WASTE, RUBBISH AND TRASH**

The Franchise holder, Bobby Outlaw Disposal Service, reserves the right to charge additional fees for the collection and disposal of bulky waste, rubbish and trash set out in the previous franchise agreement signed by both parties on June 23, 2004, as amended.

## **SECTION XV – APPROVAL BY COMMONWEALTH OF KENTUCKY**

Pursuant to the Solid Waste Collection Act adopted by the Commonwealth of Kentucky during the General Assembly of 1991, this Franchise Agreement is subject to the approval of the Commonwealth of Kentucky, Cabinet for Human Resources and the parties to this Agreement are so advised by virtue of their execution of this Agreement.

## **SECTION XVI – POINT OF CONTACT**

All dealings, contacts, etc. between Bobby Outlaw Disposal Service and the City of Oak Grove shall be directed by Bobby Outlaw Disposal Service to the Mayor or his/her designee.

## **SECTION XVII – RECYCLING SERVICES**

The City of Oak Grove grants to the right to compete with any offer with the City of Oak Grove receives (or intends to make) relating to the provision of recycling



services during the term of this Agreement, and agrees to provide Bobby Outlaw Disposal Service written notice of any such offer and a reasonable opportunity to respond to it as allowed by Kentucky law.

**SECTION XVII – SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction or is superseded or preempted by Federal or State regulations, such portions shall be deemed a separated, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

**SECTION XIX – APPLICATION OF KRS 96.010**

Pursuant to KRS 96.010, the City of Oak Grove must provide for bids for a new franchise eighteen (18) months before the expiration of this agreement on December 7, 2025. Therefore, the City Council shall provide for the bidding of a new franchise agreement prior to June 7, 2024.

**SECTION XX – EFFECTIVE DATE**

This Franchise Agreement shall be effective December 8, 2020. This agreement shall supersede any other franchise agreements signed by both parties, and if there are any inconsistent provision between the agreements, this agreement shall control.

EXECUTED, this 28<sup>th</sup> day of October 2020.

ATTEST:

Angela Comperry  
ANGELA COMPERRY  
DEPUTY CITY CLERK

CITY OF OAK GROVE, KENTCUKY

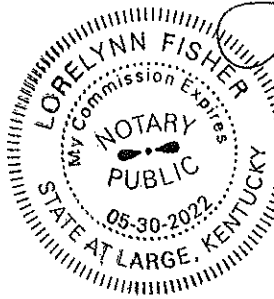
[Signature]  
THERESA JARVIS  
MAYOR

BOBBY OUTLAW DISPOSAL SERVICE

Wendall Outlaw  
WENDALL OUTLAW

COMMONWEALTH OF KENTUCKY )  
 )SCT.  
COUNTY OF CHRISTIAN )

Subscribed, sworn to and acknowledged before me by Mayor Theresa Jarvis,  
on behalf of the City of Oak Grove, to be her free act and deed; this 28 day of  
October 2020.

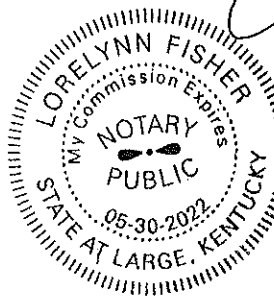


Lorelynn N. Fisher  
Notary Public, State at Large

My Commission Expires: May 30, 2022  
FD# U01667

COMMONWEALTH OF KENTUCKY )  
 )SCT.  
COUNTY OF CHRISTIAN )

Subscribed, sworn to and acknowledged before me by Wendall Outlaw, on  
behalf of Bobby Outlaw Disposal Service, to be his free act and deed; this 28 day of  
October 2020.



Lorelynn N. Fisher  
Notary Public, State at Large

My Commission Expires: May 30, 2022  
FD# U01667

Bobby Outlaw Disposal  
Residential Rates  
Baseline Services

<b>Residential Rates</b>	<b>Rates</b>
1 cart 1x wk	\$15.33 Baseline Rate \$0.60 Franchise Fee per residential per month \$0.60 per residential residential customer per month for the collection of the monthly bill by the Oak Grove Utilities Office. Franchise & collection appear as separate billing on Utility bills
1 cart 2x wk	\$20.33 Baseline Rate \$0.60 Franchise Fee per residential per month \$0.60 per residential residential customer per month for the collection of the monthly bill by the Oak Grove Utilities Office. Franchise & collection appear as separate billing on Utility bills
2 carts 1x wk	\$30.66 Baseline Rate \$0.60 Franchise Fee per residential per month \$0.60 per residential residential customer per month for the collection of the monthly bill by the Oak Grove Utilities Office. Franchise & collection appear as separate billing on Utility bills
3 carts 1x wk	\$45.99 Baseline Rate \$0.60 Franchise Fee per residential per month \$0.60 per residential residential customer per month for the collection of the monthly bill by the Oak Grove Utilities Office. Franchise & collection appear as separate billing on Utility bills
3 carts 2x wk	\$60.99 Baseline Rate \$0.60 Franchise Fee per residential per month \$0.60 per residential residential customer per month for the collection of the monthly bill by the Oak Grove Utilities Office. Franchise & collection appear as separate billing on Utility bills
2 carts 2x wk	\$40.66 Baseline Rate \$0.60 Franchise Fee per residential per month \$0.60 per residential residential customer per month for the collection of the monthly bill by the Oak Grove Utilities Office. Franchise & collection appear as separate billing on Utility bills
<b>Senior Citizen</b>	\$8.66 Baseline Rate \$0.60 Franchise Fee per residential per month \$0.60 per residential residential customer per month for the collection of the monthly bill by the Oak Grove Utilities Office. Franchise & collection appear as separate billing on Utility bills

Bobby Outlaw Disposal  
Commercial Rates  
Baseline Services

<b>Dumpster Size</b>	<b>2yd</b>				
# pick ups	1x wk	2x wk	3x wk	4x wk	5x wk
Monthly Baseline Rate	\$43.27	\$54.59	\$78.11	\$101.63	\$125.15

<b>Dumpster Size</b>	<b>3yd</b>				
# pick ups	1x wk	2x wk	3x wk	4x wk	5x wk
Monthly Baseline Rate	\$54.83	\$78.11	\$113.39	\$148.67	\$183.95

<b>Dumpster Size</b>	<b>4yd</b>				
# pick ups	1x wk	2x wk	3x wk	4x wk	5x wk
Monthly Baseline Rate	\$70.59	\$90.63	\$130.67	\$190.71	\$220.75

<b>Dumpster Size</b>	<b>6yd</b>				
# pick ups	1x wk	2x wk	3x wk	4x wk	5x wk
Monthly Baseline Rate	\$90.11	\$130.67	\$190.23	\$225.79	\$290.35

<b>Dumpster Size</b>	<b>8yd</b>					
# pick ups	1x wk	2x wk	3x wk	4x wk	5x wk	6x wk
Monthly Baseline Rate	\$123.63	\$165.31	\$269.79	\$350.87	\$425.15	\$500.23

Monthly Franchise Fee \$4.20 per commercial customer billed separate line item

Bobby Outlaw Disposal  
Yard/Tree Limb  
Baseline Services

**Yard Trimming / Tree Limb pick up / Bulky Waste**

**Yard Trimming**

up to 5 bags weekly no charge picked up at curbside

Taken to Roll Off located at City Hall by customer no charge

Estimate given for larger hauls before pick up if requested

**Tree Limbs**

2' x 2' x 5' bundled at curbside no charge

Taken to Roll Off located at City Hall by customer no charge

Estimate given for larger hauls before pick up when requested

**Bulky Waste pick up at curbside**

Tires \$30 Each

Appliances \$10 Each

Mattress \$3 Each

Furniture \$5 Each

**Bulky Waste, Rubbish & Extra trash**

Taken to Roll Off located at City Hall by customer no charge

Estimate given for larger hauls before pick up if requested

Up to 2 cubic yards of extra trash no charge on regular service day



Bobby Outlaw Disposal  
Recyclables  
Baseline Services

Recyclable

There is no way to predict future market value in recyclables

We can provide recycling services based on customer demand  
using the Market Value to process recyclables in December 2020.

We would use the business model currently utilized by The city of Hopkinsville, KY.