

SOLID WASTE FRANCHISE AGREEMENT

This Agreement is made and entered into as of January 1, 2012 (the "Effective Date"), by and between the McCREARY COUNTY FISCAL COURT, (the "County") and SCOTT SOLID WASTE DISPOSAL COMPANY, (the "Franchisor") having a place of business at Stearns, Kentucky.

WHEREAS, the Franchisor is qualified to provide solid waste collection and hauling services; and

WHEREAS, the County desires the Franchisor to collect, haul and dispose of Residential and Commercial Solid Waste, as defined in this document, within the boundaries of McCreary County, Kentucky;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and considerations contained herein, the County and the Franchisor hereby agree as follows:

1. **DEFINITIONS:**

For the purposes of this Agreement the following terms shall be deemed to have the meaning indicated below:

- (a) **Board** – the McCreary County Solid Waste Management Board.
- (b) **Bulky Waste** – non-putrescible solid waste consisting of combustible and/or non-combustible waste materials from dwelling units, commercial, industrial, institutional, or agricultural establishments which are either too large or too heavy to be safely and conveniently loaded into solid waste transportation vehicles or including, but not limited to, stoves, bed springs, fence post and furniture.
- (c) **Collection** – removal of solid waste from the designated pickup location to the transportation vehicle.
- (d) **Commercial Solid Waste** – all types of solid waste generated by stores, offices, restaurants, warehouse and other service and manufacturing activities, excluding Residential Solid Waste and Industrial Solid Waste and specifically excluding Hazardous Waste.
- (e) **County** – the County of McCreary, Kentucky
- (f) **Dwelling Unit** – any room or group of rooms located within a structure, and forming a single habitable unit with facilities, which are used, or are intended to be used, for living, sleeping, cooking and eating.

- (g) **Franchise Area** – all areas within McCreary County, Kentucky.
- (h) **Hazardous Waste** – any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations.
- (i) **Industrial Solid Waste** – solid waste generated by manufacturing or industrial processes that is not a Hazardous Waste or a special waste as designated by KRS 224.868, including but not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer or agricultural chemicals; food or related products or by-products; inorganic chemicals; iron and steel manufacturing; leather and leather by products; non-ferrous metals manufacturing/foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone glass, clay and concrete products; textile manufacturing; transportation equipment; and water treatment.
- (j) **Person** – any individual, partnership, corporation, association, joint stock company, trust, estate, political subdivision, or organization of any kind, or their legal representatives, agent, successor or assigns.
- (k) **Recyclable Material** - Materials that are diverted from the solid waste stream by consumers that can be processed and marketed for alternative use and reuse in various manufacturing processes thus reducing the waste stream. Materials can include, but is not limited to, plastics, paper, cardboard, various metals (both ferrous and non-ferrous), glass, electronics, automotive chemicals and tires.
- (l) **Residential Solid Waste** – solid waste resulting from the normal daily maintenance and/or operation of the dwelling units and specifically excluding Hazardous Waste.
- (m) **Multiple Housing Facility** – a housing facility containing more than one dwelling unit on the same property.
- (n) **Solid Waste** – all Residential Solid Waste and Commercial Solid Waste, and specifically excluding Hazardous Waste, Industrial Solid Waste and Recyclable Materials.
- (o) **Solid Waste Transfer Station** – a facility used to transfer solid waste from collection vehicles to larger containers for the purpose of transporting solid waste to a final disposal site in an efficient manner.
- (p) **Solid Waste Container** – receptacle used by any person to store solid waste during and between solid waste collections.

(q) **Solid Waste Disposal** – the process of discarding or getting rid of unwanted material. In particular, the final disposition of solid waste by man.

(r) **Yard Waste** – grass, clippings, leaves and tree trimmings.

2. **SCOPE OF SERVICES:**

Franchisor is to furnish all labor, materials, tools, vehicles, collection trucks, and other equipment as necessary for the collection and hauling of all Residential Solid Waste and Commercial Solid Waste in the Franchise Area. The Franchisor shall make at least one collection per week at each dwelling unit and commercial facility within the Franchise Area and which is accessible by public road. The Franchisor shall also furnish all labor, material, tools and equipment necessary to carry out activities as approved by the Board or the County.

3. **EXCLUSIVE RIGHT:**

The Franchisor shall be the only person and/or entity allowed to haul, collect or dispose of residential or commercial solid waste within the Franchise Area, as provided pursuant to the terms and conditions this Contract; provided, however, the County retains all rights with respect to the hauling, collection and disposal of Recyclable Material. The Franchisor acknowledges and agrees that it shall not knowingly collect Recyclable Materials. Additionally, if the Franchisor becomes aware that it has collected a substantial amount of Recyclable Material in connection with its provision of the services contemplated hereunder, it shall notify the County of such collection and shall arrange with the County for such materials to be delivered to the County.

4. **TERM:**

The term of the Agreement shall be five (5) years, beginning on the Effective Date of this Agreement and terminating on the fifth (5th) anniversary of the Effective Date (the "Term"). The County and the Franchisor may mutually agree to extend the Term.

5. **MINIMUM SERVICE:**

The Franchisor shall make at least one collection per week at each dwelling unit and commercial facility within the Franchise Area and which is accessible by public road, on a schedule approved by the Board; provided, however, construction dumpsters will be serviced on as-needed basis.

6. **HOURS:**

Collection shall be made during the hours set forth in the approved schedule, subject to such reasonable modifications as the Board may grant. In no event shall

collection begin prior to 7:30 a.m. The Board shall not proscribe that collection may not begin until a time later than 7:30 a.m. without consent from the Franchisor. The Franchisor shall take reasonable effort to conduct its operations so as not to disturb the residents of the County.

7. LITTER:

The Franchisor shall not litter premises in the process of making collections. Additionally, all residents and businesses within the County shall be required to use the approved containers as their primary receptacle for setting out waste and the Franchisor shall have no obligation to collect material that has not been placed in the approved containers and in the manner herein provided.

8. APPROVED CONTAINERS:

Amounts and type of solid waste placed in containers for collection shall be stored in approved containers, as described in the McCreary County Solid Waste Management Regulations.

9. UNAPPROVED CONTAINERS:

The Franchisor shall only collect Solid Waste if it is placed in approved containers. The Franchisor shall not be required to collect Solid Waste unless it is in approved containers or bundles, except as provided for in special haul services. The Franchisor shall not be required to pick up waste, which has been scattered as a result of improper containers being used.

10. HAZARDOUS MATERIALS:

The residents of the County shall not deposit in the Franchisor's equipment or place for collection by the Franchisor any Hazardous Waste, and the Franchisor shall have no obligation to collect Hazardous Waste.

11. COLLECTION EQUIPMENT:

The Franchisor shall provide an adequate number of vehicles approved by the Board for regular collection services. The vehicles shall be kept in good repair, appearance and in sanitary condition at all times. The Board reserves the right to inspect the Franchisor's equipment to insure such equipment conforms to the conditions previously stated. All vehicles to be used for transportation of solid waste, except bulky waste, shall be constructed with watertight bodies and with covers, which shall be an integral part of any vehicle. The entire bodies therefore shall be enclosed with only loading hoppers exposed. Bulky waste may be transported in uncovered vehicles with sides.

12. OFFICE:

The Franchisor shall establish and maintain a local office in McCreary County through which Franchisor can be contacted, where service may be applied for and complaints can be made. It shall be equipped with sufficient telephones, shall be open during collections hours, and shall have a responsible person in charge during such hours.

13. HAULING:

All Solid Waste hauled by the Franchisor shall be contained, tied or enclosed, such that leaking, spilling or blowing is prevented. In the event of any spillage, the Franchisor shall immediately clean up such spillage. Vehicles used to collect and transport solid waste must meet the requirements of state laws and regulations.

14. TITLE TO WASTE:

Title to all Solid Waste shall be vested in the Franchisor immediately upon being placed in Franchisor's vehicle; provided, however, title to and liability for Hazardous Waste and Industrial Solid Waste shall remain with the resident and/or generator of such material.

15. DISPOSAL:

All Solid Waste collected by the Franchisor shall be disposed at a permitted disposal facility approved by the Board. The Franchisor is responsible for any and all tipping fees or disposal charges. The Franchisor must keep receipts and records of all Solid Waste disposed of, and the Board shall have the right to review these receipts and records. Illegal disposition of Solid Waste by the Franchisor or his representatives shall be cause for immediate termination of this Agreement

16. CONSIDERATION:

In consideration of the Franchisor's exclusive rights under this Agreement, Franchisor shall pay the County a franchise fee from gross receipts actually collected by the Franchisor from all customers, exclusive of recycling revenues and dumpster rentals. The fee will be paid on a monthly basis by the twentieth (20) day of the month following the month in which said fee are collected. The fee will be paid based on participation rate. If the participation rate is zero percent (0%) to thirty-five percent (35%), there shall be no franchise fee. If the participation rate is thirty-six percent (36%) to seventy-nine percent (79%), the franchise fee shall be six percent (6%) of gross receipts collected. If the participation rate is eighty percent (80%) to one-hundred percent (100%), the franchise fee shall be eight percent (8%) of gross receipts collected. For the purpose of this Agreement, the participation rate is calculated based on curbside collection only.

17. CHARGES AND RATES:

For any services required to be performed under this Agreement, the charges shall not exceed the rates listed below and as outlined in McCreary County Ordinance 803.3.

A. **RESIDENTIAL:**

(1) **Single Unit Family Dwellings:**

(a) Effective January 1, 2012 until December 31, 2016, \$15.00 per month per dwelling unit.

(2) Franchisor shall be required to collect up to six (6) thirty gallon (30) bags or containers of residential waste per dwelling unit at the above stated rates.

(3) **Multifamily Housing Units**

a. Rate for multiple housing units, exceeding (6) six units on the same property. For each dwelling unit in a multiple family housing property, whether occupied or unoccupied, shall be equal to the applicable rate for a single unit dwelling. As an option, the owner may elect to have a commercial dumpster installed at a central location for use by multifamily dwelling units and pay the commercial rates identified in 17.B.2, in lieu of paying the standard rate.

b. Rate for multiple housing units, numbering less than (6) six units on the same property. The rate for each dwelling unit shall be the same as the single-family rate. The owner or designated representative shall be responsible for reporting vacant units to the Franchisor, in writing, no later than the twenty-fourth day of the month to avoid billing for vacant unit(s). The property owner or designated representative shall be responsible for reporting to the Franchisor, in writing, the date of occupancy for the previously identified vacant unit(s). Said notification shall be made on or before the date of occupancy to insure the Franchisor reactivates service to the unit(s). The owner of the referenced multifamily property(s) shall be held responsible for making said notification and may be held criminally and civilly liable for any debt arising from failure to do so.

(4) The following discounts shall apply for the advanced payment of solid waste services. No more than one discount may be applied to any dwelling or customers

- (a) Payments made annually in advance will be entitled to annual fee of \$165.00 per Single Unit Family Dwellings.
 - (b) Persons over sixty (60) years of age occupying single unit family dwellings and who qualify for the Kentucky Revenue Cabinet's Homestead Exemption or senior citizens over the age of sixty-two (62) shall be entitled to a discount of One dollar (\$1.00) per month discount.
- (5) Residential customers who choose to deliver their waste to the Transfer Station by their own means rather than having it collected at the residence can dispose of thirty-gallon bag for one (\$1.00) dollar per bag.
- (6) The Franchisor will participate in a fall and spring cleanup to be held by the County. Said cleanup shall not be for a period longer than one week during the spring and one week during the fall. The Franchisor shall submit a bill to the Board for all loads hauled and disposed of based on the rates herein. The Franchisor shall donate four (4) loads per cleanup event.
- (7) The Franchisor and the Board recognize that residents may need to dispose of bulky waste during the year other than during spring cleanups. Residents who wish to bring bulky items to the transfer station may bring three (3) items per year free of charge as long as they have maintained residential collection service for the three month prior and their account must be paid in full. Total volume of bulky waste to be received by the Franchisor at no additional charge shall not exceed one standard pickup size load per year.
- (8) The Franchisor shall bill for residential services quarterly, in advance. All customers who pay their bill in full will receive Bag Tags. However, if a customer wishes to pay their bill monthly, then the Franchisor will provide the customer with eight (8) Bag Tags. Additional Bag Tags will not be issued until payment for subsequent months is received. Four (4) Bag Tags will be issued for each month of service; provided, however, five (5) Bag Tags will be issued for one month each quarter.

B. COMMERCIAL:

- (1) The Rate for small business shall be fifteen (\$15.00) dollars per month. The Franchisor will be required to collect up to six (6) thirty-gallon containers of waste at that rate.
- (2) Commercial businesses which needs solid waste and recycling dumpsters service shall be charged the rates as set forth in

Addendum A. Rental is included in these rates, except Rolloff containers

(3) Construction Dumpster
Rates are set forth in Addendum A

(4) Transfer Station Rates:
Rates are set forth in Addendum A

- C. All billings are due upon receipt of statements and must be paid not later than the fifteenth (15) day of the month prior to the month which service will be rendered.
- D. Service charges on residential billing not paid by the fifteenth (15th) of the month in which service is rendered shall be subject to a service charge of one and a half percent (1.5%) of the amount due; provided, however, the service charge will not be less than fifty cents (\$.50) per month.
- E. Service charges on commercial billing not paid by the fifteenth (15th) of month in which service is rendered shall be subject to a service charge of one and a half percent (1.5%) of the amount due; provided, however, the service charge will not be less than five (\$5.00) per month.

F. SPECIAL HAUL SERVICES:

Collection is to be requested by occupants or owners of bulky material, large items requiring special handling and pickup at times other than normally scheduled. For items requiring special handling due to size, weight, type of material or method of placement, the charges are to be negotiated between the Franchisor and generator prior to collection. If agreement cannot be reached, the matter shall be submitted to the board and its decision shall be binding. Procedures for collection of such waste shall be submitted to the Board by the Franchisor for approval by the Board.

18. **LOCATION:**

All solid waste shall be placed at the nearest public road at a location, which is readily accessible by the Franchisor or its personnel in a manner described by local regulations, unless the resident negotiates with the Franchisor to have waste collected at the house or other approved location. For those residential customers over the age of 65 and who are cared for by a home health service, and who live in a household in which resides no one physically capable of taking the waste to the roadside, Solid Waste may be placed on the porch or at the front of the house in a safe and accessible manner for collection.

19. FUEL SURCHARGE:

The Franchisor shall be entitled to charge a fuel surcharge if fuel prices rise above Four and 25/100 Dollars (\$4.25) per gallon. The charge shall be based on the prior three (3) months average price of fuel per gallon as indicated for Padd 2 Midwest on the US Department of Energy website. The charge will be adjusted before each quarterly or monthly billing statement is processed. A fuel surcharge matrix is attached as Addendum B.

20. UNUSUAL CHANGES OR COST:

The Franchisor may petition the County for rate adjustments no more than once a year at the end of each one (1) year period of this Agreement on the basis of unusual changes in the Franchisor's cost of doing business, such as revised laws or regulations, changes in location of disposal sites, etc. The Franchisor shall provide the County with any financial records required by the County to determine the necessity of any rate adjustments.

21. COMPENSATION:

The Franchisor is responsible for billing customers on a regular basis. Billing shall be done on forms approved by the Board and on a schedule approved by the Board.

22. DISCONTINUED SERVICE OR DELINQUENT ACCOUNT:

The Franchisor may discontinue service as set forth in this section. Persons who have not remitted required payments within fifteen (15) days after the date of billing shall be notified on forms approved by the Board. Said forms shall contain a statement that service may be discontinued ten (10) days from the date of notice, if payment is not made before that time. In the event the Franchisor intends to discontinue a delinquent account, the Franchisor shall also notify the Board at least ten (10) days prior to the last day of collection. Upon payment of the delinquent fees, the Franchisor shall resume collection on the next regularly scheduled collection day. The Franchisor may charge a reasonable extra fee for late payment as provided herein.

23. ROUTES AND SCHEDULES:

The Franchisor shall provide the Board with maps and schedules of residential and commercial collection routes and keep such information current at all times. It shall be the customer's responsibility to place solid waste at the appropriate location for collection before the approved starting hour. In the event of changes in routes or schedule that will alter the day of pickup, the Franchisor shall so notify each customer effected by mail or other appropriate method not less than two (2) weeks prior to the change.

24. COMPLAINTS:

All complaints shall be resolved within twenty-four (24) hours if possible. The Franchisor shall supply the Board with copies of all complaints on a form approved by the Board and indicate the deposition of each. Such records shall be available for Board inspection at all times during business hours. The forms shall indicate the day and the hour the complaint was received, and the day and the hour on which it was resolved. When a complaint is received on the day proceeding a holiday or on a Saturday, it shall be serviced on the next working day. Complaints that cannot be resolved by the Franchisor shall be directed to the solid waste coordinator for arbitration.

25. NOTIFICATION:

The Franchisor shall notify all customers about complaints procedures, rates regulation and days of collection.

26. FRANCHISOR'S PERSONNEL:

- A. The Franchisor shall assign a qualified person or persons to be in charge of Franchisor's operation in the County and shall give the name or names to the Board; information regarding experience shall also be furnished.
- B. Each employee shall at all times, carry a valid operator license for the type of vehicle the employee is driving.
- C. The Board may request a dismissal of any employee of the Franchisor who violates any provision hereof, or who is wanton negligent, or persistently discourteous in the performance of his duties.
- D. All personnel shall be required to wear a uniform during working hours. The uniform shall clearly identify the employee and the employer's company name.

27. COMPLIANCE WITH LAWS:

The Franchisor and the County shall each conduct itself in compliance with applicable laws.

28. INDEMNITY:

The Franchisor will indemnify, save harmless, and defend the County and the Solid Waste Management Board, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, cost, expenses and attorney's fees to the extent caused by the Franchisor's negligence or willful misconduct. The Board reserves the right to retain counsel of its choice, or in the alternative, approve counsel obtained by the Franchisor.

29. INSURANCE:

The Franchisor shall carry insurance in the amount and type specified below, and shall deliver certificates of insurance from carrier's acceptable to the County specifying such limits. This shall be submitted annually, no later than January 15th.

- (1) Workers' Compensation and Employer's Liability in the amount fulfilling all requirements of the Workers' Compensation Act of Kentucky.
- (2) Comprehensive automobile liability, including owned, non-owned and hired car coverage, limits of liability- One Million (\$1,000,000) Dollars: property damage- Five Hundred Thousand (\$500,000) Dollars
- (3) Comprehensive general liability – limits of liability- One Million Dollars (\$1,000,000) per occurrence, bodily injury and property damage combined.

30. ASSIGNMENT:

No assignment of the Agreement or any right occurring under the Agreement, nor any subcontract shall be made in whole or in part by the Franchisor without the express written consent of the County. In the event of any assignment, the assignee shall assume the liability of the Franchisor, but the Franchisor shall not be relieved of any liability due to any assignment or subcontract.

31. BOOKS AND RECORDS:

The Franchisor shall keep records of fees collected; list of customers and receipts for disposal of all waste collected and operating cost, and the Board shall have the rights to review those records. The Franchisor shall provide a monthly written report to the Board at each Monthly meeting of the Board. The Report shall contain for the previous month: the amount of gross receipts, franchise fee paid to the board, quantity of waste collected and disposed, disposal location, number of current customers and a listing of households who are not receiving collection service due to non-payment of fees or other reasons. Accounting records of the Franchisor shall be of the type approved by the Board.

32. PERMITS AND LICENSES:

The Franchisor shall obtain at his own expense all permits and licenses required by law or ordinance relative to his operation, and maintain same in full force and effect.

33. STANDARDS OF PERFORMANCE:

If the Franchisor fails to collect materials herein specified for a period in excess of five (5) consecutive, scheduled, working days or fails to operate the system in a satisfactory manner, as described in the attached Notice to Proceed, for a similar period, the County may terminate this Agreement immediately, provided such failure is not due to war, insurrection, riot, act of God, or any other cause beyond the Franchisor's control. Upon termination, all obligations of the Franchisor hereunder shall cease and terminate, except for the payment of any franchise fees due and owing to the County for services previously performed hereunder and collected by the Franchisor.

34. NUMBER OF COPIES:

This Agreement may be executed in any number of counterparts, all which shall have full force and effect of an original for all purposes.

35. LAW TO GOVERN:

This Agreement shall be governed by the laws of the State of Kentucky both as to interpretation and performance.

36. MODIFICATION:

This Agreement constitutes the entire Agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

37. RIGHT TO REQUIRE PERFORMANCE:

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

38. POINT OF CONTACT:

All dealings, contacts, etc. between the Franchisor and the County shall be directed by the Franchisor to the McCreary County Judge/Executive, P.O. Box 579, Whitley City, Kentucky 42653.

39. OPERATION OF TRANSFER STATION:

The Franchisor is to furnish all labor, materials, tools, utilities, vehicles and other equipment including containers necessary for the operation and maintenance of the McCreary County Transfer Station and for transporting Solid Waste deposited at the transfer station that is not recycled, composted, or otherwise legally disposed of at a permitted sanitary landfill for final disposal; provided, however, the Franchisor shall have

no obligation to handle or otherwise process Hazardous Waste or Industrial Solid Waste delivered to the transfer station. All existing equipment owned by the County and located at the facility at the time this agreement is signed including the compactor and the site itself shall remain the property of McCreary County. The County shall be responsible for all debt service and capital repairs on said existing equipment. Furthermore, at the signing of this agreement the used vertical baler located in the transfer station owned by the Franchisor will become the property of McCreary County Fiscal Court.

40. TRANSFER STATION SANITATION:

The Franchisor shall operate the McCreary County Transfer Station in a safe and sanitary manner, and without creating a nuisance and in accordance with state and federal law. The County shall obtain any necessary permits or licenses required by law for operation of the facility. The Franchisor shall cleanup all litter at and immediately surrounding the facility daily. All containers, the compactor and hopper shall be washed down periodically as needed to prevent odors and health hazards. All equipment at the site including that owned by the County but used by the Franchisor shall be maintained in good repair and appearance and kept in a sanitary condition at all times. The Franchisor is responsible for providing all needed cleaning equipment and material including water.

41. PERFORMANCE BOND:

During the Term, the Franchisor shall be required to maintain and show proof of a performance bond in the amount of \$30,000.

(Remainder of this page intentionally left blank.)

This contract is executed this 27 day of January, 2012, effective as of the 1st day of January, 2012.

Douglas E. Stephens
Douglas E. Stephens
McCreary County Judge/Executive

ATTEST:

Candice Anare:

ATTEST:

AP:

SCOTT SOLID WASTE DISPOSAL
COMPANY

BY: Cyl Z

Title: District MGR

Addendum A

McCREARY COUNTY BID 12/19/2011

Residential Single Family Dwelling Serviced 1 Time Per Week
Residential Senior/Homestead Single Family Dwelling Serviced 1 Time Per Week
Multi Family Homes Less Than 6 Units Serviced 1 Time A Week
Multi Family Homes More Than 6 Units Serviced 1 Time A Week

\$ 15.00	Per Month
\$ 14.00	Per Month
\$ 15.00	Per Month
Commercial Dumpster	

COMMERCIAL HAND PICKUP McCREARY COUNTY

\$ 15.00	Per Month
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COMMERCIAL REARLOAD AND FRONTLOAD MUNICIPAL SOLID WASTE

SIZE	1xMONTH	2xMONTH	1XWEEK	2XWEEK	3XWEEK	4XWEEK
3 YARD			\$ 58.50	\$ 117.00	\$ 175.50	\$ 234.00
4 YARD	\$ 47.58	\$ 58.50	\$ 78.00	\$ 156.00	\$ 234.00	\$ 312.00
6 YARD	\$ 71.37	\$ 87.75	\$ 117.00	\$ 234.00	\$ 351.00	\$ 468.00
8 YARD	\$ 95.16	\$ 117.00	\$ 156.00	\$ 312.00	\$ 468.00	\$ 624.00

INDUSTRIAL AND TEMPOARY CONSTRUCTION ROLLOFF CONTAINERS

ROLLOFF PRICING
DELIVERY:
RENTAL: OPEN TOPS ONLY
HAUL & DISPOSAL 20 YD UP TO 5 TONS
HAUL & DISPOSAL 30 YD UP TO 5 TONS
HAUL & DISPOSAL 40 YD UP TO 5 TONS
DISPOSAL OVER ALLOWED TONS

\$50.00	Each
Negotiate	
\$240.00	Per Haul
\$360.00	Per Haul
\$480.00	Per Haul
\$ 50.00	Per Ton

TRANSFER STATION:

- MUNICIPAL SOLID WASTE BAGGED
- MUNICIPAL SOLID WASTE LIGHTWEIGHT LOOSE
- MUNICIPAL SOLID WASTE HEAVY MATERIAL
(Shingles, Brick, Concrete, Dirt)

\$1.00	Per Bag
\$13.00	Per Yard
\$25.00	Per Yard

COMMERCIAL RECYCLING DUMPSTERS

SIZE
6 YARD
8 YARD

1XWEEK	2XWEEK
\$ 77.94	\$ 155.88
\$ 103.92	\$ 207.84

DES

cc



Scott Solid Waste Disposal Fuel Surcharge Matrix (McCreary County)

DOE avg. at Least	Surcharge %	DOE avg. at Least	Surcharge %	DOE avg. at Least	Surcharge %	DOE avg. at Least	Surcharge %
\$4.25	-	\$4.75	2.61%	\$5.25	5.23%	\$5.75	7.84%
\$4.26	0.05%	\$4.76	2.67%	\$5.26	5.28%	\$5.76	7.90%
\$4.27	0.10%	\$4.77	2.72%	\$5.27	5.33%	\$5.77	7.95%
\$4.28	0.16%	\$4.78	2.77%	\$5.28	5.39%	\$5.78	8.00%
\$4.29	0.21%	\$4.79	2.82%	\$5.29	5.44%	\$5.79	8.05%
\$4.30	0.26%	\$4.80	2.88%	\$5.30	5.49%	\$5.80	8.10%
\$4.31	0.31%	\$4.81	2.93%	\$5.31	5.54%	\$5.81	8.16%
\$4.32	0.37%	\$4.82	2.98%	\$5.32	5.59%	\$5.82	8.21%
\$4.33	0.42%	\$4.83	3.03%	\$5.33	5.65%	\$5.83	8.26%
\$4.34	0.47%	\$4.84	3.08%	\$5.34	5.70%	\$5.84	8.31%
\$4.35	0.52%	\$4.85	3.14%	\$5.35	5.75%	\$5.85	8.37%
\$4.36	0.58%	\$4.86	3.19%	\$5.36	5.80%	\$5.86	8.42%
\$4.37	0.63%	\$4.87	3.24%	\$5.37	5.86%	\$5.87	8.47%
\$4.38	0.68%	\$4.88	3.29%	\$5.38	5.91%	\$5.88	8.52%
\$4.39	0.73%	\$4.89	3.35%	\$5.39	5.96%	\$5.89	8.58%
\$4.40	0.78%	\$4.90	3.40%	\$5.40	6.01%	\$5.90	8.63%
\$4.41	0.84%	\$4.91	3.45%	\$5.41	6.07%	\$5.91	8.68%
\$4.42	0.89%	\$4.92	3.50%	\$5.42	6.12%	\$5.92	8.73%
\$4.43	0.94%	\$4.93	3.56%	\$5.43	6.17%	\$5.93	8.78%
\$4.44	0.99%	\$4.94	3.61%	\$5.44	6.22%	\$5.94	8.84%
\$4.45	1.05%	\$4.95	3.66%	\$5.45	6.27%	\$5.95	8.89%
\$4.46	1.10%	\$4.96	3.71%	\$5.46	6.33%	\$5.96	8.94%
\$4.47	1.15%	\$4.97	3.76%	\$5.47	6.38%	\$5.97	8.99%
\$4.48	1.20%	\$4.98	3.82%	\$5.48	6.43%	\$5.98	9.05%
\$4.49	1.25%	\$4.99	3.87%	\$5.49	6.48%	\$5.99	9.10%
\$4.50	1.31%	\$5.00	3.92%	\$5.50	6.54%	\$6.00	9.15%
\$4.51	1.36%	\$5.01	3.97%	\$5.51	6.59%	\$6.01	9.20%
\$4.52	1.41%	\$5.02	4.03%	\$5.52	6.64%	\$6.02	9.25%
\$4.53	1.46%	\$5.03	4.08%	\$5.53	6.69%	\$6.03	9.31%
\$4.54	1.52%	\$5.04	4.13%	\$5.54	6.75%	\$6.04	9.36%
\$4.55	1.57%	\$5.05	4.18%	\$5.55	6.80%	\$6.05	9.41%
\$4.56	1.62%	\$5.06	4.24%	\$5.56	6.85%	\$6.06	9.46%
\$4.57	1.67%	\$5.07	4.29%	\$5.57	6.90%	\$6.07	9.52%
\$4.58	1.73%	\$5.08	4.34%	\$5.58	6.95%	\$6.08	9.57%
\$4.59	1.78%	\$5.09	4.39%	\$5.59	7.01%	\$6.09	9.62%
\$4.60	1.83%	\$5.10	4.44%	\$5.60	7.06%	\$6.10	9.67%
\$4.61	1.88%	\$5.11	4.50%	\$5.61	7.11%	\$6.11	9.73%
\$4.62	1.93%	\$5.12	4.55%	\$5.62	7.16%	\$6.12	9.78%
\$4.63	1.99%	\$5.13	4.60%	\$5.63	7.22%	\$6.13	9.83%
\$4.64	2.04%	\$5.14	4.65%	\$5.64	7.27%	\$6.14	9.88%
\$4.65	2.09%	\$5.15	4.71%	\$5.65	7.32%	\$6.15	9.93%
\$4.66	2.14%	\$5.16	4.76%	\$5.66	7.37%	\$6.16	9.99%
\$4.67	2.20%	\$5.17	4.81%	\$5.67	7.42%	\$6.17	10.04%
\$4.68	2.25%	\$5.18	4.86%	\$5.68	7.48%	\$6.18	10.09%
\$4.69	2.30%	\$5.19	4.92%	\$5.69	7.53%	\$6.19	10.14%
\$4.70	2.35%	\$5.20	4.97%	\$5.70	7.58%	\$6.20	10.20%
\$4.71	2.41%	\$5.21	5.02%	\$5.71	7.63%	\$6.21	10.25%
\$4.72	2.46%	\$5.22	5.07%	\$5.72	7.69%	\$6.22	10.30%
\$4.73	2.51%	\$5.23	5.12%	\$5.73	7.74%	\$6.23	10.35%
\$4.74	2.56%	\$5.24	5.18%	\$5.74	7.79%	\$6.24	10.41%

The percentage shall change the First day of each calendar quarter. The change shall be based on the prior three months average price of fuel as indicated for Padd 2 Midwest on the US Department of Energy website.

Example: Prior three months (December 11, January 12, February 12) Average fuel cost was \$4.57 per gal. The surcharge would be equated to 1.67% for the 2nd Quarter 2012 (April - June).

If the prior 3 month average fuel price falls below \$4.25 per gallon this charge will go away.

DES