

**McCracken County
Solid Waste
Management Plan
2023 - 2027**



Adopted September 12, 2022 by
McCracken County Fiscal Court

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Kentucky Department for Environmental Protection
Division of Waste Management
Recycling and Local Assistance Branch
300 Sower Boulevard – Frankfort KY 40601
(502) 564-6716

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Area Solid Waste Management Plan - Five Year Update
Years 2023 - 2027

1. BACKGROUND INFORMATION

A. Area Designation

1. Name of County or Regional Solid Waste Management Area ("RSWMA") McCracken

Check One: County Regional Solid Waste Management Area ("RSWMA")

If area designation is a RSWMA, list counties:

2. List all incorporated cities within the solid waste management area and the population of each.

1.) City of Paducah, population 24,947	2.)	3.)
4.)	5.)	6.)
7.)	8.)	9.)

B. Governing Body Information

1. Designation Type: Fiscal Court 109 Board (Taxing) 109 Board (Non-taxing) Regional Area City/County Merger

2. Name of chairperson of the governing body (judge executive, chairperson, etc. Judge Executive Craig Clymer

3. List each member of the governing body:

1.) Bill Bartleman	2.) Jeff Parker	3.) Edwin Jones
4.)	5.)	6.)
7.)	8.)	9.)
10.)	11.)	12.)

4. Address: 300 Clarence Gaines Street

City: Paducah	State: KY	Zip Code: 42001
5. Telephone: 270-444-4707	6. Fax: 270-444-4731	7. Email: cclymer@mccrackencountyky.gov

C. Solid Waste Coordinator Information

1. Name of Coordinator: Steve Doolittle

2. Address: 300 Clarence Gaines Street

City: Paducah	State: KY	Zip Code: 42001
3. Telephone: 270-444-4707	4. Fax: 270-444-4731	5. Email: sdoolittle@mccrackencountyky.gov

6. Work Status (check one): Volunteer Full-time Part-time

7. Hours worked per week: 40

D. Advisory Committee

List the names and representative bodies of the advisory committee members.

Name	Representing
1.) Stacey Courtney	Purchase Area Development District
2.) Monica Bilak	Sprocket Inc.
3.) Danny Walker	McCracken County
4.)	
5.)	
6.)	

E. Preparer Information		
Complete this section, if the preparer is different than the solid waste coordinator.		
1. Name: Pam Souder		
2. Address: 300 Clarence Gaines Street		
City: Paducah	State: Ky	Zip Code: 42001
3. Telephone: 270-444-4707	4. Fax: 270-444-4731	5. Email: psouder@mccrackencountyky.gov
F. Resolution/Ordinance to Adopt Solid Waste Management Plan 5-Year Update		
1. Check one: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance		
2. Public Notice Date: 8/1/2022	3. Date Signed: 9/12/2022	
4. The following documents must be attached. Check all that have been attached and place at the end of the report with a cover sheet labeled " Chapter 1 Attachments. "		
<input checked="" type="checkbox"/> A signed and dated copy of the resolutions/ordinance adopting the 5-year update		
<input checked="" type="checkbox"/> A dated original of the public notice, or a copy and an affidavit from the newspaper by whom the notice was originally published		
<input checked="" type="checkbox"/> Area Designation		
2. COLLECTION SYSTEM		
A. Collection System		
1. Ordinance Type (<i>check one</i>): <input type="checkbox"/> Mandatory <input checked="" type="checkbox"/> Universal		
Date passed:		
2a. Provide a detailed description of all the collection systems in your SWMA (collection systems include franchise, permit, municipality owned/operated, private, staffed transfer stations and staffed convenience centers, etc.) McCracken County provides access for each household or solid waste generator in the county to legally dispose of solid waste. Residential and commercial waste collection services are offered through direct hauling to disposal receptacles, or through private services with permitted or franchised waste haulers. The City of Paducah operates a municipally owned commercial and residential collection service.		
2b. Attach a signed and dated copy of the current solid waste management ordinance(s) including all related amendments. Place at the end of the report with a cover sheet labeled " Chapter 2 Attachments. "		
3. Describe your annual waste hauler registration process including the annual requirement to file reports: A collector/recycler registration and report form is to be submitted by all residential and commercial waste collectors and recyclers to the McCracken County Road Department on an annual basis. Collectors and recyclers use Form DEP 5033 (Municipal Solid Waste (MSW) Collector and Recycler Registration and Report Form) and are required to provide contract information, number of customers, amount of waste or recyclables and fee schedule for households.		
B. Collection System Strengths		
Describe the strengths of your collection system: McCracken County residents have available universal collection for their waste. With universal collection, residents can choose their hauler very reasonable rates and by quality of service. *City of Paducah residents have a city owned and operated mandatory collection service for residents of the city limits which allows the convenience of everyone's waste to be picked up at the same price.		

C. Collection System Weaknesses

Describe the weaknesses of your collection system: McCracken County solid waste ordinance allows residents to self-haul to a permitted transfer station which makes tracking household collection difficult and leads to problems such as illegal dumping and open burning.
*Gathering the Form DEP 5033 from the recyclers and waste haulers in a timely manner.

D. Collection System Implementation Schedule

List a detailed account of specific actions or projects the governing body will complete to maintain or improve the collection system, the frequency at which such actions will take place, a date for commencement of the activities and a date at which the activities will cease. **Include educational efforts.**

Specific Actions	Frequency	Month/Year to Begin	Month/Year to End
1.) Continue to provide residential and commercial collection services through permit and municipally owned waste haulers. The solid Waste Coordinator will Continue to assist both customers as well as collectors with issues involving collection.	Continuous	Jan. 2023	Dec. 2027
2.) Continue to require solid waste collectors and recyclers to register and report on an annual basis with the solid waste coordinator's office.	Continuous	Jan. 2023	Dec. 2027
3.) Use social media and county web sites to promote the awareness of proper solid waste disposal.	Continuous	Jan. 2023	Dec. 2027
4.) Education: Provide a presentation for schools and civic groups on the awareness of proper solid waste disposal.	Continuous	Jan. 2023	Dec. 2027
5.) The city/county provides for residents to reliver solid waste to the transfer station for proper disposal for one day at no charge.	Continuous	Jan. 2023	Dec. 2027

3. DISPOSAL SYSTEM

A. Disposal System

1. Provide SWMA population and municipal solid waste disposal projections for five (5), ten (10), and twenty (20) years in the future.

Population 2028: 65,487	Population 2033: 64,918	Population 2048: 64,061
Waste Generation Projection 2023 – 2027: 89,500 Tons	Waste Generation Projection 2028 – 2032: 92,185 Tons	Waste Generation Projection 2033 – 2037: 94,030 Tons

2. List all contained landfills, including out-of-state landfills that will be used by your governing body during the 5-year update period. Provide capacity assurance letters demonstrating a minimum of 10 years of capacity from the landfill(s) and copies of any contractual agreements with those disposal facilities. Place at the end of the report with a cover sheet labeled "Chapter 3 Attachments."		
1.) Landfill Name: Waste Path		Permit #: 09-00015
Address: 1637 Shar-Cal Road		
City: Calvert City	State: KY	Zip Code: 42029
2.) Landfill Name: West Ky Landfill (Freedom Waste)		Permit #: 042-00007
Address: 3426 State Route 45 South		
City: Mayfield	State: KY	Zip Code: 42066
3.) Landfill Name: Northwest TN Disposal System		Permit #: 66-0143
Address: 518 Beach Chapel Road		
City: Union City	State: TN	Zip Code: 38281
3. Provide a complete inventory of all disposal facilities currently operating in your SWMA. Facilities to include are contained landfills, construction/demolition debris landfills greater than one acre, incinerators or other technologies that accept municipal solid waste and medical waste incinerators that accept medical waste from other sources.		
1.) Facility Name:		Ownership:
Address:		
City:	State:	Zip Code:
Cost to users: (\$/Ton)	Life expectancy:	Years
Level of compliance with state and federal laws:		
2.) Facility Name:		Ownership:
Address:		
City:	State:	Zip Code:
Cost to users: (\$/Ton)	Life expectancy:	Years
Level of compliance with state and federal laws:		
3.) Facility Name:		Ownership:
Address:		
City:	State:	Zip Code:
Cost to users: \$ (\$/Ton)	Life expectancy:	Years
Level of compliance with state and federal laws:		
4. SWMA's hosting a landfill must complete question 4. All other SWMA's may proceed to question 5.		
4a. Identify the following for each contained solid waste disposal facility hosted in your SWMA:		
Landfill: N/A		Permit #: N/A
Total capacity authorized to date: N/A Tons		
Amount disposed in landfill to date: N/A Tons		
Remaining authorized capacity: 0.00 Tons		

5. Describe any proposal(s) for new disposal facilities or expansions of existing disposal facilities (landfill, incinerators, or other approved technologies, etc.) planned during the 5-year update period: N/A

6. Describe the county's emergency disaster plan to address solid waste concerns in the event of natural disasters (flooding, snow/ice storms, tornadoes, earthquakes, etc.): In the event of a major natural disaster, McCracken County will follow the process of debris removal as outlined in its Emergency and Disaster Plan (see attached). Generally, both the city and county road departments are available with equipment and manpower. Staging areas and disposal sites are pre-planned, and the host landfill is available with adequate capacity.

7. Describe plans to research alternative approaches to solid waste management: Local officials shall continue to research alternative methods to solid waste management by looking for new business opportunities, having local county officials meet with company representatives in the next year.

B. Disposal Practices Strengths.

Describe the strengths of your existing disposal practices: All waste collected in McCracken County is transported to their respected transfer stations where it is tarped and taken to the landfill for disposal. Loads of waste taken to the transfer station by commercial haulers or residents are tarped. This includes during the city/county annual spring cleanup. The county offers several services or special events for drug take back, pharmaceuticals, etc.

C. Disposal Practices Weaknesses.

Describe the weaknesses of your existing disposal practices: McCracken County consists of large agricultural areas where owners can dispose of waste on their property.

D. Disposal Implementation Schedule

List a detailed account of specific actions or projects the governing body will complete to maintain or improve its disposal system, the frequency at which such actions will take place, a date for commencement of the activities, and a date at which the activities will cease. **Include educational efforts.**

Specific Actions	Frequency	Month/Year to Begin	Month/Year to End
1.) The County has a transfer station with scales to weight tonnage and determine user fees for haulers and the tonnage is sent to a contained landfill and the county will continue to do this.	Continuou s	Jan. 2023	Dec. 2027
2.)			
3.)			
4.)			
5.)			
6.)			

4. RECYCLING AND REDUCTION

A. Recycling/Reduction Program

1. Is recycling offered in your SWMA? Yes No

2. Describe your SWMA's annual recycler registration process including the annual requirements to file reports: McCracken County requires all waste haulers and recyclers to register and report to the county using Form DEP 5033. This requirement is for all private and public recyclers.

3. Do you have a plan to reduce the need for land disposal of yard waste? Yes No
If yes, describe: Yard waste have been diverted since 1995 and is currently diverted from the transfer station to the City of Paducah compost Facility and available to everyone.

4. Does your SWMA collect or manage yard waste for the purpose of diverting it from a landfill? Yes No

5. List the counties and cities within your SWMA that collect or manage yard waste for the purpose of diverting it from the landfill?

McCracken County	City of Paducah

6. List all permitted composting operations currently operating in your SWMA. If no composting operation exists, detail any actions your SWMA plans to take to encourage composting: The City of Paducah (McCracken County) operates the City Compost site. This facility has been in operation since 1991.

7. Describe your plan to reduce the need for land disposal through recycling, reuse and waste reduction (include drop off centers, curbside collection, interlocal agreements for regional alliances, etc.) McCracken County will continue to utilize local private recycling businesses as the primary way for recycling in the county. Additionally, this service is available at the transfer station and there is a recyclable drop-off area at the City's Freedom Waste transfer station. The City of Paducah has had a pilot curbside program in place since 2011, which is operated privately.

8. If recycling is deemed not feasible, provide specific details supporting that decision: McCracken County depends on local recycling businesses.

9. Describe how used motor oil, batteries, and antifreeze are handled in your SWMA: McCracken County utilizes local retail establishments that collect oil, batteries, and antifreeze for proper disposal. McCracken County allows residents to dispose of those items each spring at the spring clean-up day. The McCracken County Equipment Maintenance Department recycles its used motor oil by re-using the waste oil in a waste oil heater. The McCracken County Equipment Maintenance Department takes all batteries and tires to the annual spring clean-up day. Clean Earth takes the batteries and Liberty Tire out of takes the tires.

10. Describe how household hazardous waste is handled in your SWMA: During April of each year the City of Paducah and McCracken County sponsors Spring Clean-Up Day as a free service to all residents of McCracken County. Household hazardous waste can be dropped off for proper disposal and at any time during the year residents can take their household hazardous waste to a certified facility in Calvert City, KY. The facility is called Clean Earth.

11. Are electronics/computers recycled in your SWMA? Yes No

11a. If yes, describe your electronics/computer (e-scrap) recycling program: Electronics are collected during the annual Spring Clean-Up Day by Clean Earth.

11b. If no, discuss any plans your governing body must start an electronics/computer (e-scrap) recycling program: McCracken County is researching the possibility of an e-scrap program.

12. Is office paper recycled in your SWMA? Yes No

12a. If yes, what businesses or agencies recycle office paper? Local school systems have collection bins for collecting office paper along with local colleges.

12b. If no, explain why office paper is not recycled in your SWMA: N/A

13. What efforts has your governing body made to assist the local school boards in recycling white paper and cardboard to meet the statutory requirements in KRS 160.294? If there have been none what will the county do to assist in this endeavor? Include dates in the implementation schedule: Local recyclers work with local schools and businesses in the area by supplying trailers for cardboard and white paper collection. City of Paducah has containers placed at schools and other businesses for cardboard collection and transports it to one of the local recyclers.

B. Recycling Program Strengths

Describe the strengths of your existing recycling program: Recyclers are required to register and report to the county. Recyclers are informed of the need to register and report to the county using Form DEP 5033. Recycling opportunities are advertised in the local paper. The recycling center in McCracken County accept paper, plastic, glass, aluminum, steel cardboard, motor oil, newsprint, tires, and other misc. items. The McCracken Co. Maintenance Dept. recycles oil for heat sources. Schools participate in paper and cardboard recycling programs. The Freedom Waste Transfer Station accepts recyclables in single stream in an area specifically designated for drop off recyclables.

C. Recycling Program Weaknesses

Describe the weaknesses of your existing recycling program: Efforts to improve and promote recycling are limited to available funding. Still easier and cheaper to dispose of in most landfills. While the financial feasibility of recycling is negated due to lack of viable markets for recyclables, the City of Paducah has implemented a curbside program within its department of solid waste by reallocating a portion of the resources that are currently directed to its yard waste collection program.

D. Recycling/Reduction Implementation Schedule

List a detailed account of specific actions or projects the governing body will complete to maintain or improve its recycling/reduction system, the frequency at which such actions will take place, a date for commencement of the activities and a date at which the activities will cease. **Include educational efforts.**

Specific Actions	Frequency	Month/Year to Begin	Month/Year to End
1.) Educate and encourage the public to participate in recycling.	Annually	Jan. 2023	Dec. 2027
2.) Continue to monitor the registration and reporting requirement and reporting for all recyclers in the county and city. Send Form DEP 5033 to each recycler in December and require the Form to be returned to the SWC by February 1 st each year.	Annually	Jan. 2023	Dec. 2027
3.) <i>City of Paducah will continue with the yard waste compost facility.</i>	Continuous	Jan. 2023	Dec. 2027
4.) McCracken County Joint Sewer Agency diverts sludge from their facility to the compost facility.	Continuous	Jan. 2023	Dec. 2027
5.) <i>City of Paducah curbside recycling program.</i>	Bi-Weekly	Jan. 2023	Dec. 2027
6.)			

5. OPEN DUMPS AND LITTER

A. Open Dumps and Litter

1. Describe the contents of your ordinance with respect to open dumping. Provide a copy of the section of the ordinance(s) pertaining to open dumping and place at the end of the report with a cover sheet labeled "**Chapter 5 Attachments.**" McCracken County's Solid Waste Ordinance has a universal collection system for the county and a mandatory collection system for the City of Paducah. The county provides code enforcement and a solid waste ordinance that contains a section on nuisance, junk yards, tires, ect. thereby reducing the potential for illegal dumping activities. See attached ordinances (McCracken County Ordinance 2017-06, Open Dump definition – Page 4, Open Dumping – Page 12 subsection 5.2, and finally Prohibited Practices – Pages 14 and 15 section 7.

2 What is your process for identifying and recording open dumps? McCracken County Code Enforcement personnel are continuously monitoring the county for open dumps.

3. How does the SWMA prioritize the cleanup of open dumps? If an open dump is found, a site inspection is performed to collect evidence and the Kentucky Department of Solid Waste is notified for pre-inspection

4. Describe the procedures to prevent the recurrence of open dumping at sites that have been cleaned (include surveillance efforts, pull-off barricades, etc.): Regular routine site inspections to ensure no reoccurrence. Open/Illegal dumps that impact stream, creeks or any other water source or if any immediate health hazard receive top priority.

5. Describe any assistance your SWMA offers to private property owners to clean open dumps: Open communication regarding time allotments to abate the clean up prior to turning over to Court System.

6. Describe your plan to control and clean up litter: McCracken County uses a litter abatement and the Necco program which utilizes inmates to pick up litter alongside public roads. The road department also places anti-littering signs around the county.

7. Describe the coordination efforts that exist within your SWMA with local, county and state law enforcement. If your county has a litter ordinance, provide a copy of the ordinance(s) or the portion of the solid waste ordinance(s) pertaining to litter and place at the end of the report with a cover sheet labeled "**Chapter 5 Attachments.**" McCracken County, City of Paducah and KY State Highway office each utilize the Class D Inmate program and assist each other as needed. (See Appendix 5.4, Taken from Ord. 2000-14 Property Maintenance Code – Amended by Ordinance 2019-06)

B. Open Dump Prevention Strengths

Describe the strengths of your program to clean and prevent open dumps: McCracken County Residents are more aware of open dumps and do report to Code Enforcement Officials. Have area recyclers for all types of metals and other recyclables, which pay market rates, also curbs open dumping. The Class D Inmate Program is a large deterrent: inmates and their supervisors are out daily and seen throughout the county by citizens.

C. Open Dump Prevention Weaknesses

Describe the weaknesses of your program to clean and prevent open dumps: McCracken County does have areas that are susceptible to illegal dumping. These areas have been reduced but still are inspected frequently for activity.

D. Open Dump Prevention Implementation Schedule

List specific actions or projects your SWMA will complete to maintain or improve its open dump abatement program. **Include educational efforts.**

Specific Actions	Frequency	Month/ Year to Begin	Month/ Year to End
1.) Anti-dumping signs will be posted in open dumping prone areas to prevent dumping. McCracken County Code Enforcement personnel will continue to monitor the county for open dumps.	Frequency	Jan. 2023	Dec. 2027
2.) Identify new dumps through public education: inform property owners of consequences; offer amnesty or assistance when possible.	Monthly	Jan. 2023	Dec. 2027
3.) Clean dumpsites within one year of disclosure if possible.	Annually	Jan. 2023	Dec. 2027
4.) Maintain local phone number on local website to report illegal dumping.	Annually	Jan. 2023	Dec. 2027
5.) Investigate the feasibility of neighborhood watches surveying illegal dump sites.	Annually	Jan. 2023	Dec. 2027
6.)			

E. Litter Prevention Strengths

Describe the strengths of your program to control and clean up litter: Warning signs are placed in problem areas. Litter Abatement/Necco/Juvenile Program and Class D Program are out daily and are seen by the public, which seems to curb littering.

F. Litter Prevention Weaknesses

Describe the weaknesses of your program to control and clean up litter: The present system seems to be working well.

D. Litter Prevention Implementation Schedule

List specific actions or projects your SWMA will complete to maintain or improve its litter abatement program. **Include educational efforts.**

Specific Actions	Frequency	Month/ Year to Begin	Month/ Year to End
1.) Continue to pick up litter along public roads and city streets as required by ordinance. Continue using inmate labor, Necco and litter abatement activities.	Monthly	Jan. 2023	Dec. 2027
2.) Continue to post signs in problem areas as needed.	Monthly	Jan. 2023	Dec. 2027
3.) City of Paducah will continue the street sweeping program for litter control.	Continuousl y	Jan. 2023	Dec. 2027
4.)			
5.)			
6.)			

6. FACILITY SITING

As per KRS 224.01-010, the definition for a "solid waste management facility" is any facility for the collection, storage, transportation, transfer, processing, treatment, and disposal of solid waste..." Solid waste facilities include, but are not limited to contained landfills, CD/D landfills, transfer stations, recycling centers and composting facilities.

A. Facility Siting

1. Describe your SWMA's current siting ordinance(s). Include any local planning and zoning requirements. *Attach a signed and dated copy of the current siting ordinance(s) and place at the end of the report with a cover sheet labeled "Chapter 6 Attachments." The county's siting ordinance state that no person shall construct or operate a solid waste management facility until a Site Approval Permit has been obtained from the County Fiscal Court. The ordinance also states that the site should comply with the McCracken County Planning and Zoning Guidelines. In addition to obtaining a Site Approval Permit at the local level, all persons proposing to site, construct or expand a Solid Waste Management Facilities, Ordinance 98-4).*

2. Describe in detail the site approval process for your SWMA. Attach a copy of the siting procedures and place at the end of the report with a cover sheet labeled "Chapter 6 Attachments." *The site approval process is as follows: A permit must be filled out. Both the planning/zoning commission and the Fiscal Court must give their approvals. The Fiscal Court used the siting evaluation matrix and numerous evaluation criteria when considering any solid waste management facility site. However, some of these criteria might be more applicable to the siting of a landfill while others would probably be of greater importance during the siting of less intense during the siting of less intensive facilities such as a transfer station or a convenience center. It is for this reason that this matrix includes the provision for weighting each criterion based on the relative importance of that criterion in the opinion of the viewers. Points are given under each guideline and the site is given a total score. (See Appendix 6.1 Permit Process for Licensing of Solid Waste Man. Facilities – Ordinance 98-4).*

3 List any planned modifications to your existing siting ordinance(s), siting procedures, planning, and zoning requirements and/or land use regulations. If your SWMA does not have a siting ordinance, planning and zoning and/or land use regulations, what steps are planned for developing and enacting an ordinance or other local policy to regulate the use of land for solid waste facilities within your area? The site approval process includes criteria for considering the potential environmental impact as well as the health and safety and the welfare of citizens. The criteria are outlined in the Site Approval Permit/Siting Evaluation Matrix Application which gives an evaluation guideline with points to determine the total site score and whether it is an acceptable site.

4. Selection of a site for a solid waste facility can be very controversial and the public must be given an opportunity to understand and participate in the process. What steps are taken by the SWMA to ensure the public is informed and involved in the decision-making process for siting solid waste facilities within your area? McCracken County Zoning Ordinance effectively outlines the proper procedures to follow for the siting of the solid waste management facility. The siting process allows for extensive public involvement through public comment and hearings.

5. The siting process at the local level and the permitting process at the state level are mutually supportive and share the same objective for solid waste facilities to meet environmental, engineering, and operational standards, as well as be acceptable to the public. Describe how your SWMA coordinates local siting procedures with state permitting procedures for solid waste facilities. The following provisions are made for public involvement. Each Applicant for site approval is subject to a public comment period and upon request the public hearing. Once an application has been filed and after the Fiscal Court completes an administrative review, the applicant is notified to advertise the public notice in the local newspaper with the largest circulation in the county. The notice must advise the public that a petition for site approval has been filed, as well as the beginning and the end date for the public comment period. If requested, the County must hold a public hearing and provide a response to all comments.

B. Facility Siting Strengths

Describe the strengths of your existing siting ordinance: The current siting ordinance along with the McCracken County Zoning Ordinance effectively outlines the proper procedures to follow for the siting of a solid waste management facility. The siting process allows for extensive public involvement through public comment and hearings.

C. Facility Siting Weaknesses

Describe the weaknesses of your existing siting ordinance: None

D. Facility Siting Implementation Schedule

List specific actions or projects the SWMA will complete to maintain or improve its facility siting system, the frequency at which such actions will take place, a date for commencement of the activities and a date at which the activities will cease. **Include educational efforts.**

Specific Actions	Frequency	Month/ Year to Begin	Month/ Year to End
1.) McCracken County will continue using the McCracken County Zoning Ordinance along with McCracken County Ordinance 98-4 for siting facilities.	As needed	Jan. 2023	Dec. 2027
2.) Attempt to increase efforts to educate the community about the need for solid waste facilities and the process for ensuring suitable sites for needed facilities.	As needed	Jan. 2023	Dec. 2027
3.)			
4.)			

5.)			
6.)			

7. ENFORCEMENT

A. Enforcement Program

1. Describe your enforcement procedures and penalties for non-participation in your approved solid waste collection system. Attach a copy of the section of the ordinance(s) or procedures pertaining to non-participation and place at the end of the report with a cover sheet labeled **"Chapter 7 Attachments."** Residents who fail to legally dispose of their solid waste are in violation of the collection ordinance. The citation is issued by the Code Enforcement Officer and if the citation is not abated, the violator will be served with a criminal summons to appear in McCracken County District Court.

2. Describe all surveillance/enforcement activities used by your SWMA to prevent litter and illegal dumping; for example, neighborhood watches, hidden cameras, etc. Attach copies of citation forms and letters to violators and place at the end of the report with a cover sheet labeled **"Chapter 7 Attachments."** McCracken County receives cooperation with local citizens and government offices in identifying and reporting illegal dumps and litter-prone areas. Anti-littering signs are used in remote locations and individuals who are caught littering will be issued a citation to appear in McCracken County District Court where they will be subject to a fine, public service or both. All local and state law enforcement officers have the authority to issue citations.

3a. Do you use an administrative court for solid waste issues? Yes x No

3b. If "yes" to question 3a, above, provide the date the court became effective: N/A

4. Describe the operative procedures of the administrative court for solid waste issues. Attach a copy of the relevant documents or codes that relate to the administrative court and place at the end of the report with a cover sheet labeled **"Chapter 7 Attachments."** McCracken County Property Maintenance Code Enforcement Appeals Board takes care of this.

5. If your SWMA does not have an administrative court for solid waste issues, do you plan to initiate an administrative court during this plan period? Yes x No **If yes, provide dates in the implementation schedule:**

6. Describe any proposed modifications to your open dumping and littering procedures/ordinances. Provide dates in the implementation schedule: None

7. Describe enforcement actions or procedures taken by the SWMA if identifying information (i.e., names, addresses, etc.) is found in litter or an illegal dump: Materials found at any illegal dumpsite with names are investigated by the Code Enforcement Officer. The individual is contacted and given time to cleanup the illegal dump or be turned over to the McCracken County Attorney for action.

B. Enforcement Procedures Strengths

Describe the strengths of your existing enforcement procedures regarding litter and illegal dump prevention and non-participation in your approved collection system: McCracken County has a code enforcement officer to enforce McCracken county's property codes. Possible approved collection systems: McCracken County has a code enforcement officer to enforce McCracken County's property codes. Possible violations have a quick response time and citizens who report violations can remain anonymous if preferred. Also, cooperation with other agencies such as McCracken County Attorney's Office, and the court system strengthen control. Residents are not willing to accept open dumping and litter as our community grows, which increases the number of calls received on anyone who is in violation. McCracken County's Code Enforcement officer has the authority to issue violation letters and criminal summons to appear in District Court.

C. Enforcement Procedures Weaknesses

Describe the weaknesses of your existing enforcement procedures regarding litter and illegal dump prevention and non-participation in your approved collection system: McCracken County's existing enforcement procedures regarding litter and illegal dump prevention seems to be working well currently.

D. Enforcement Implementation Schedule

List a detailed account of specific actions or projects the county will complete to maintain or improve its Enforcement System, the frequency at which such actions will take place, a date for commencement of the activities, and a date at which the activities will cease. **Include educational efforts.**

Specific Actions	Frequency	Month/ Year to Begin	Month/ Year to End
1.) Monitor Anti-littering signs in need of replacement due to deterioration or if missing.	As needed	Jan. 2023	Dec. 2027
2.) Continue investigating complaints.	Daily	Jan. 2023	Dec. 2027
3.) Provide a presentation for schools and civic groups on the awareness of proper solid waste disposal.	Semi-Annually	Jan. 2023	Dec/ 2027

4.)			
5.)			
6.)			

8. FINANCIAL MECHANISMS

A. Financial Mechanisms

1. Check all items that apply for the funding of your Solid Waste Program.

- Line Item in County Budget
- Collection franchise fees
- 109 Taxing Board
- General Fund
- Host agreement fees
- Other (list all):

2. How is the Solid Waste Coordinator's position funded?

- Line Item in County Budget
- Collection franchise fees
- 109 Taxing Board
- General Fund
- Host agreement fees
- Other (list all):

3. List all fees/revenues collected by local government for solid waste management. Examples of fees/revenue are: fees charged for disposal facilities under KRS 68.178; fees charged by local government for garbage collection; 109 taxes, franchise and/or permit fees charged by local government; fees charged at transfer stations or convenience centers if owned by local government; and revenue received from the sale of recyclables.

Type of Fees/Revenue:	Anticipated Amounts Collected				
	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year
License Fee (per KRS 68.178 for Off-Site Waste Management Facilities)	\$4,659,100.00	\$4,659,100.00	\$4,659,100.00	\$4,659,100.00	\$4,659,100.00
Municipal Garbage Collection (city and/or county)	\$4,893,386.00	\$5,138,055.00	\$5,240,816.00	\$5,345,633.00	\$5,452,545.00
Franchise fee	\$	\$	\$	\$	\$
Permit fee	\$	\$	\$	\$	\$
Transfer station	\$	\$	\$	\$	\$
Convenience center	\$	\$	\$	\$	\$
109 or other tax	\$	\$	\$	\$	\$
Proceeds from sale of recyclables	\$	\$	\$	\$	\$

Landfill user fees	\$	\$	\$	\$	\$
Host agreement	\$	\$	\$	\$	\$
General revenue	\$	\$	\$	\$	\$
Eastern Kentucky PRIDE	\$	\$	\$	\$	\$
Grants, Conservation Service	\$	\$	\$	\$	\$
Grants, State illegal dump	\$	\$	\$	\$	\$
Grants, State litter abatement	\$78,300.00	\$78,300.00	\$78,300.00	\$78,300.00	\$78,300.00
Grants, State Crumb Rubber	\$	\$	\$	\$	\$
Grants, State HHW Collection Grant	\$35,330.00	\$35,330.00	\$35,330.00	\$35,330.00	\$35,330.00
Grants, State Waste Tire	\$4000.00	4000.00	4000.00	4000.00	4000.00
Grants, State Recycling	\$	\$	\$	\$	\$
Other (specify): Sales of Assets	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
Other (specify): Interest Income	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
Other (specify):	\$	\$	\$	\$	\$
Other (specify):	\$	\$	\$	\$	\$
TOTAL AMOUNT ANTICIPATED	\$9,730,116.00	\$9,974,785.00	\$10,077,546.00	\$10,182,363.00	\$10,289,275.00

4. Provide the following information on anticipated expenditures during the 5-year update period.

Type of Expenditures:	Anticipated Expenditures/Budget				
	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year
Capital Expenditures	\$	\$	\$	\$	\$
Personnel	\$15,933.00	\$16,400.00	17,400.00	17,900.00	18,500.00
Collection	\$	\$	\$	\$	\$
Disposal	\$	\$	\$	\$	\$
Enforcement	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
Open Dump Cleanups	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Litter Cleanups	\$56,300.00	\$56,300.00	\$56,300.00	\$56,300.00	\$56,300.00
Education Activities	\$	\$	\$	\$	\$
Recycling Costs/Expenses	\$	\$	\$	\$	\$
Other (specify): Spring Clean Up	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Other (specify):	\$	\$	\$	\$	\$
Other (specify):	\$	\$	\$	\$	\$
Other (specify):	\$	\$	\$	\$	\$
Other (specify):	\$	\$	\$	\$	\$
Other (specify):	\$	\$	\$	\$	\$
TOTAL COSTS ANTICIPATED	\$152,233.00	\$152,700.00	\$153,700.00	\$154,200.00	\$154,800.00

Update of Area Designation

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

1. McCracken County
2. City of Paducah
3. _____
4. _____
5. _____

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

Yes No

If yes, the following documentation must be attached:

- Agreement establishing district
- Rules, regulation, bylaws or other documents that govern the actions of the board of directors.
- List of members of the board of directors and their official titles.

Who will have overall responsibility for plan preparation?

- Fiscal Court/County Official/109 Board
- Consultant
- Advisory Committee
- Area Development District
- Other Please Specify: _____

Contact person responsible for plan preparation:

Name: _____

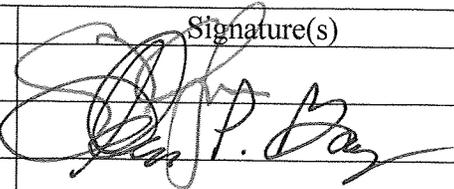
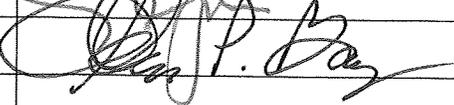
Title: _____

Address: _____

Telephone: _____

E-Mail: _____

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

	Signature(s)	Date(s)	County/City
1.		7-28-22	McCracken
2.		8/3/22	City of Paducah
3.			
4.			
5.			

CHAPTER 1

ATTACHMENTS

RESOLUTION R2022-08

OF

MCCRACKEN COUNTY FISCAL COURT

MCCRACKEN COUNTY, KENTUCKY

**A RESOLUTION OF THE MCCRACKEN COUNTY FISCAL COURT ADOPTING THE MCCRACKEN COUNTY SOILD WASTE
MANAGEMENT PLAN 2023-2027 UPDATE**

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

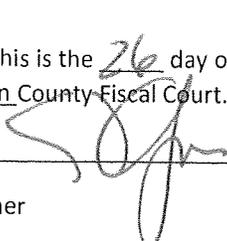
WHEREAS, the McCracken County Solid Waste Management Area is governed by the McCracken County Fiscal Court; and

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

NOW, THEREFORE BE IT RESOLVED BY THE FISCAL COURT, COUITY OF MCCRACKEN, COMMONWEALTH OF KENTUCKY THAT:

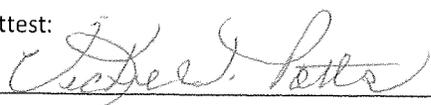
The McCracken County Fiscal Court hereby adopts the McCracken County Solid Waste Management Plan 2023-2027 Update and supports its Action Plan, Implementation Plan and associated activities.

This is the 26 day of July, 2022, said resolution adopted and approved at a meeting of the McCracken County Fiscal Court.



Craig Clymer
McCracken County Judge Executive

Attest:



MUNICIPAL ORDER NO. 2613

A MUNICIPAL ORDER ADOPTING THE McCracken County Area
Solid Waste Management Plan 2023-2027 Update

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

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

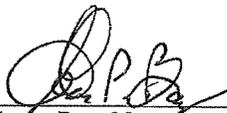
WHEREAS, the McCracken County Solid Waste Management Plan 2023-2027
Update sets the agenda for implementation of solid waste reduction and management for the
years inclusive of 2023-2027; and

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

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby adopts the McCracken County
Solid Waste Management Plan 2023-2027 Update and supports its Action Plan, Implementation
Plan and associated activities.

SECTION 2. This Municipal Order shall be effective from and after the date of
its adoption.



George Bray, Mayor

ATTEST:



Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, July 26, 2022
Recorded by Lindsay Parish, City Clerk, July 26, 2022
\\mo\plan-solid waste county update 2023-2027

AFFP
00000136

Affidavit of Publication

STATE OF KY }
COUNTY OF MCCRACKEN } SS

PUBLIC NOTICE
Solid Waste Management Plan Update 2023-2027

Matt Jones, being duly sworn, says:

That he is General Manager of the Paducah Sun, a daily newspaper of general circulation, printed and published in Paducah, McCracken County, KY; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

August 02, 2022

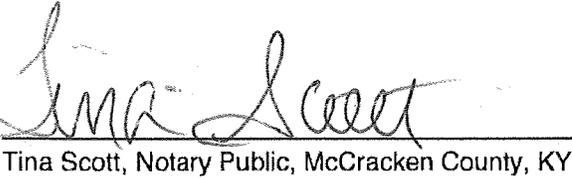
That said newspaper was regularly issued and circulated on those dates.

SIGNED:



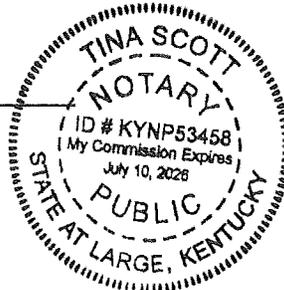
General Manager

Subscribed to and sworn to me this 2nd day of August 2022.



Tina Scott, Notary Public, McCracken County, KY

My commission expires: July 10, 2026



00002218 70418655

Vicky Potts
MCCRACKEN CO ACCOUNTS PAYABLE*
PO BOX 2285
PADUCAH, KY 42002

The McCracken County Fiscal Court proposes to adopt the county's Solid Waste Management Plan update per 401 KAR 49:011, Section 5. The plan, if approved, will serve as the basis for handling solid waste management issues in McCracken County, (including the City of Paducah), for the years 2023 - 2027. The proposed plan is available for public inspection beginning August 1st, 2022, at the following location during their normal business hours: 8:30 a.m. - 4:30 p.m. McCracken County Deputy Judge/Executive's office, 300 Clarence Gaines Street, Paducah, KY. 42001. Additional information about this plan is available from Steve Doolittle, McCracken County Deputy Judge Executive, at 270-444-4707. Anyone unable to review the plan at the above location may call and request that a copy be mailed to them. Any person wishing to comment on the plan may do so by providing comments no later than close of business on the August 29th, 2022, to the McCracken County Fiscal Court at 300 Clarence Gaines Street, Paducah, KY 42001. Any person wishing to be heard at a public hearing must make a request via telephone, fax, email, or written communication, to the governing body identified above, no later than close of business (COB) on the 30th day. A public hearing is scheduled on August 31, 2022 to receive public comments on the plan. The hearing will be held at the McCracken County Courthouse Conference Room B. However, if no request for a public hearing has been received by August 29th, 2022, the hearing may not be held. The Governing Body will respond to written public comments within 15 days of the close of the public comment period and will consider the plan for passage at the September 12th, 2022 fiscal court meeting. The plan, if approved, will then be submitted to the Kentucky Energy and Environment Cabinet for review and approval.

CHAPTER 2

ATTACHMENTS

COMMONWEALTH OF KENTUCKY
MCCRACKEN COUNTY FISCAL COURT
ORDINANCE NO. 2017-06

**AN ORDINANCE REGULATING SOLID WASTE
MANAGEMENT AND SETTING PROCEDURES
AND DUTIES RELATED TO THE STORAGE,
COLLECTION, TRANSPORTATION, PROCESSING
AND DISPOSAL OF ALL SOLID WASTE**

WHEREAS, Kentucky Revised Statutes, section 67.083(3)(o) vests the McCracken County Fiscal Court with the exclusive power to manage solid waste related matters by ordinance; and

WHEREAS, pursuant to Kentucky Revised Statutes chapters 224 and 109 and the administrative regulations related thereto, McCracken County has been designated as solid waste management area, based upon a Solid Waste Management Plan approved by the Energy and Environment Cabinet (hereinafter "Cabinet") of the Commonwealth of Kentucky; and

WHEREAS, the McCracken County Fiscal Court now desires to establish extensive procedures and regulations in furtherance of the public health, safety and welfare in relation to the storage, collection, processing, transportation, and disposal of solid waste, as well as the imposition of a penalty for violation of the provisions of this ordinance.

**NOW THEREFORE, BE IT ORDAINED BY THE FISCAL COURT OF
MCCRACKEN COUNTY, COMMONWEALTH OF KENTUCKY, AS FOLLOWS:**

SECTION 1: DEFINITIONS.

For the purpose of construction of this ordinance, the following terms shall be deemed to have the meaning indicated below:

Agricultural use: Operations for the production of agricultural or horticultural crops, including, but not limited to: livestock, livestock products, poultry, poultry products, grain, hay, pastures, soybeans, tobacco, timber, orchard fruits, vegetables, flowers, or ornamental plants, including provision for dwellings for persons and their families who are engaged in the above agricultural use on their tract.

Agricultural Waste: Any non-hazardous waste resulting from the production and processing of on-the-farm agricultural products, including manures, prunings and crop residues.

Approved Incinerator: An incinerator which complies with all current regulations of the responsible local, state and federal air pollution control agencies.

Bulky Waste: Non-putrescible solid wastes consisting of combustible and/or non-combustible waste materials from dwelling units, commercial, industrial, or agricultural establishments which are either too large or too heavy to be safely and conveniently loaded into solid waste transportation vehicles.

Cabinet: The Energy and Environment Cabinet.

Collection: Removal of household solid waste from the designated pick-up location to the transfer vehicle. Acceptable collection practices shall consist of door-to-door household collection from the collection points designated and approved by this ordinance.

Commercial Solid Waste: All types of solid waste generated by stores, offices, restaurants, warehouse and other service and non-manufacturing activities, excluding households and industrial solid waste.

Compost: Solid waste which has undergone biological decomposition of organic matter, been disinfected using composting or similar technologies, been stabilized to a degree which is potentially beneficial to plant growth and which is approved for use or sale as a soil amendment, artificial topsoil, growing medium amendment or similar uses.

Composting: The process by which biological decomposition of organic solid waste is carried out under controlled aerobic conditions and which stabilizes the organic fraction into a material which can easily and safely be stored, handled and used in an environmentally acceptable manner:

- (a) Composting may include a process which creates an anaerobic zone within the composting material.
- (b) Composting does not include exposure of solid waste under uncontrolled conditions resulting in natural decay.

County: McCracken County, Kentucky.

Demolition and Construction Waste: Materials resulting from the construction or destruction of residential, industrial or commercial structures.

Director: The director of the Solid Waste Management Program of McCracken County shall be the Deputy McCracken County Judge Executive.

Disposal: The discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste or hazardous waste into or on any land or water so that such solid

waste or hazardous waste or any constituent thereof may enter the environment, be emitted into the air or be discharged into any water, including groundwater.

Disposable Solid Waste Container: Disposable plastic or paper sacks with a capacity of 10 to 35 gallons specifically designed for storage of solid waste.

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.

Generator: Any person, by site, whose act or process produces waste.

Hazardous Waste: Any waste or combination of wastes which are determined by the Cabinet because of its quantity, concentration or physical, chemical or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness, or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of, or otherwise managed.

Household Solid Waste: Solid waste, including garbage and trash generated by single and multiple family residences, hotels, motels, bunkhouses, ranger stations, crew quarters, and recreational areas such as picnic areas, parks and campgrounds.

Industrial Solid Waste: Solid waste generated by manufacturing or industrial process that is not a hazardous waste or a special waste as designed by KRS 224.868, including, but not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer or agricultural chemicals; food and related products or by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing/foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment.

Mandatory Collection: A municipal solid waste collection system which is established by ordinance and approved by the Cabinet and requires participation by each household or solid waste generator in a county.

Multi-family Residential Unit: A housing facility containing more than one dwelling unit under one roof.

Municipal Solid Waste Reduction: Source reduction, waste minimization, reuse, recycling, composting, and materials recovery.

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

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

Open Dump: Any facility on site for the disposal of solid waste which does not have a valid permit issued by the Cabinet or does not meet the environmental performance standards established under regulation promulgated by the Cabinet.

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

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

Public Nuisance: Illegal waste disposal practices that include but are not limited to open burning, open dumps, or littering which are deemed to be a nuisance under applicable law.

Recycling: 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 or products, including refuse-derived fuel when processed in accordance with administrative regulations established by the Cabinet, but does not include the incineration or combustion of materials for the recovery of energy.

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

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

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

Solid Waste: Any garbage, refuse, sludge and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from 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 224.868, 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 401 of the Federal Waste Pollution Control Act, as amended, or source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended.

Solid Waste Disposal Facility (Authorized): The facility authorized expressly by this ordinance to be the facility at which generators of solid waste may properly dispose of such waste in the following circumstances:

1. The generator is disposing of household solid waste and does not have a contractual agreement with an independent solid waste collection contractor; or
2. The generator has a contractual agreement with an independent solid waste collection contractor but is disposing of solid waste that does not qualify as household solid waste under the provisions of this ordinance.

The McCracken County Authorized Solid Waste Disposal Facility is the following:

JONES SANITATION HOLDINGS, L.L.C.
FREEDOM WASTE SERVICES
400 STATE STREET
PADUCAH, KENTUCKY 42003
270-557-7342

Solid Waste Disposal Facility (Additional): In addition to the authorized Solid Waste Disposal Facility referenced above, generators may also properly dispose of such waste at the following facility and under the same circumstances as those referenced above:

REPUBLIC SERVICES, INC.
829 BURNETT STREET
PADUCAH, KENTUCKY 42001
270-575-3805

Solid Waste Management: The administration of solid waste activities such as: collection, storage, transportation, transfer, processing, treatment and disposal, which shall be in accordance with a Cabinet approved county solid waste management plan.

Solid Waste Management Facility: Any facility for collection, storage, transportation, transfer, processing, treatment, or disposal of solid waste, whether such facility is associated with facilities generating such wastes or otherwise, but does not include a container located on property where solid waste is generated and which is used solely for the purpose of collection and temporary storage of that solid waste prior to off-site disposal, or a recovered material processing facility which is subject to regulation pursuant to Senate Bill 2 for control of environmental impacts and to prevent any public nuisance.

Solid Waste Management Plan: The document submitted by waste management districts, counties, or any combination thereof and approved by the Cabinet.

Solid Waste Site or Facility: Any place at which solid waste is managed, stored, treated, processed or disposed.

Solid Waste Storage/Container: Receptacle used by any person to store solid waste during the interval between solid waste generation and collection. A solid waste container is made out of plastic, vinyl or metal, ranging in size from 10 gallons to 42 cubic yards in size.

Storage: The containment of wastes, either on a temporary basis or for a period of years, in such a manner as not to constitute disposal of such wastes.

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

Transfer Facility: Any transportation related facility including loading docks, parking areas, and other similar areas where shipments of solid waste are held or transferred during the normal course of transportation.

Transportation: Any off-site movement of waste by any mode, any loading, unloading, or storage incidental thereto.

Treatment: Any method, technique, or process including neutralization, designed to change the physical, chemical, or biological character or composition of any waste so as to neutralize such waste or so as to render such waste nonhazardous, safer for transport, amenable for recovery, amenable for storage, or reduced in volume. Such term includes any activity or processing designed to change the physical form or chemical composition of hazardous waste so as to render it nonhazardous.

Universal Collection: A municipal solid waste collection system which is established by ordinance and approved by the Cabinet and requires access for each household or solid waste generator in a county.

Waste Management District: Any county or group of counties electing to form under the provisions of KRS chapter 109 and operate in conformance with the provisions of the Resource Conservation and Recovery Act of 1976, as amended.

Waste Site or Facility: Any place where waste is managed, processed or disposed of by incineration, landfilling, or any other method, but does not include a container located on property where solid waste is generated and which is used solely for the purpose of collection and temporary storage of that solid waste prior to off-site disposal, or a recovered material processing facility or the combustion of processed waste in a utility boiler.

Yard Waste: Grass clippings, leaves, tree limbs less than 4 inches in diameter, tree and vegetation trimmings.

Yard Waste Disposal Facility: All yard waste, as defined herein, shall be disposed of at the following facility and pursuant to the rules, policies and procedures applicable thereto:

CITY OF PADUCAH, KENTUCKY
COMPOST FACILITY
1560 NORTH 8TH STREET
PADUCAH, KENTUCKY 42001

SECTION 2. COLLECTION OF SOLID WASTE

Subsection 2.1: Universal Outsourced Private Collection

In order to provide access to household solid waste collection to each household solid waste generator within the non-incorporated area of McCracken County in a manner that promotes fiscal responsibility while ensuring quality service, McCracken County has elected to allow private solid waste collection independent contractors to compete on the open market for providing their services to individual household solid waste generators.

These independent contractors are required to strictly comply with all federal and state regulations pertaining to their business activities as well as the provisions of this ordinance. Through the requirement of strict compliance with the aforesaid authorities, McCracken County maintains program oversight while outsourcing program implementation to the private sector to ensure competition between independent contractors in order for individual household solid waste generators to obtain services on the most favorable terms.

Upon initially obtaining or maintaining a previously existing McCracken County business license, the following solid waste collection independent contractors shall be permitted to compete on the open market for the contractual

right to provide household solid waste collection to individual McCracken County household solid waste generators:

- (a) Jones Sanitation Holdings, LLC.
Freedom Waste
3426 State Route 45 South
Mayfield, KY 42066
502-895-5600
- (b) Republic Service
P.O. Box 7003
Mayfield, KY 42006
- (c) Waste Path
1637 Shar-Cal Road
Calvert City, Kentucky 42029

Subsection 2.2: Independent Contractor Status

The aforesaid solid waste collection contractors shall at all times act and perform as independent contractors and not as employees of their respective clients or McCracken County. Neither their respective clients, nor McCracken County, shall have nor exercise any control or direction over the discretionary methods by which contractors perform their duties. Contractors shall have sole authority to exercise independent judgment in all discretionary matters pertaining to such duties. Contractors shall not have any claim against clients or McCracken County for vacation pay, sick leave, retirement benefits, health insurance, Social Security, worker's compensation, disability, unemployment benefits, or any other benefits provided to employees.

Subsection 2.3: Collection Points

Points of collection of solid waste shall be from the roadside or curbside within public rights of way or other locations near buildings, parking lots, etc., on private property. In general, solid waste generated by residential or agricultural uses shall be placed along the roadside or curbside fronting the subject property not more than twelve (12) hours before collection. All reusable storage containers shall be removed from the roadside or curbside by the generator within twelve (12) hours after collection. Residential, agricultural, commercial, institutional and industrial uses to provide bulk storage containers shall be located on private property in areas accessible to collection vehicles.

Subsection 2.4: Authority for Collectors to Enter Private Property

Solid waste collectors operating under a contract with the individual household solid waste generator are hereby authorized to enter upon private

property for the purpose of collecting solid waste therefrom as required by this ordinance. Solid waste collectors shall not enter dwelling units or other residential buildings for the purpose of collecting residential solid waste.

Subsection 2.5: Collection Frequency

All household solid waste shall be collected once weekly. Specifics pertaining to the weekly collection of household solid waste shall be set forth by the terms of the contract between the individual household solid waste generator and the independent household solid waste collection contractor.

Subsection 2.6: Collector's Responsibility Defined

Solid waste collectors operating within the county shall be responsible only for the collection of household solid waste from collection points to a transportation vehicle, provided solid waste is stored in compliance with provisions set forth in this ordinance. Spillage or blowing litter, caused as a result of the duties of the solid waste collector, shall be collected and placed in the transportation vehicle by the collector.

Solid waste collectors operating within the county shall not be responsible for the collection of any solid waste that does not consist of household solid waste as defined herein. The disposal of any and all waste that is not household solid waste, as defined herein, shall be the duty of the individual generator. Such solid waste, other than Yard Waste as addressed in Subsection 2.7 below, must be disposed of at one of the following locations:

- (1) The McCracken County Authorized Solid Waste Disposal Facility:

JONES SANITATION HOLDINGS, LLC.
FREEDOM WASTE SERVICES
400 STATE STREET
PADUCAH, KENTUCKY 42003
270-557-7342

- (2) The additional Solid Waste Disposal Facility:

REPUBLIC SERVICES, INC.
829 BURNETT STREET
PADUCAH, KENTUCKY 42001
270-575-3805

Subsection 2.7: Yard Waste

Solid waste collectors operating within the county shall not be responsible for the collection of solid waste that meets the definition of yard waste, as defined herein. The disposal of yard waste, as defined herein, shall be the duty of the individual generator and shall be disposed of at the following location:

CITY OF PADUCAH, KENTUCKY
COMPOST FACILITY
1560 NORTH 8TH STREET
PADUCAH, KENTUCKY 42001

Subsection 2.8: Prohibitions

The following wastes may not be deposited in household solid waste containers or receptacles:

- (a) Animal waste
- (b) Chemicals
- (c) Concrete, cement, lumber, bricks, blocks or other construction/demolition materials
- (d) Dead animals
- (e) Explosives or other volatile substances
- (f) Fire, embers, ashes and other such fire causing materials
- (g) Gasoline, oils or other liquid hydrocarbons
- (h) Herbicides
- (i) Industrial or commercial wastes of any type
- (j) Liquids other than those contained in customary household solid waste
- (k) Metal wire in large amounts
- (l) Motor vehicles
- (m) Nuclear or radioactive waste
- (n) Pathological wastes
- (o) Pesticides
- (p) Poisons
- (q) Road construction material including but not limited to asphalt, gravel, etc.
- (r) Sludges of semi-solid fluids
- (s) Stumps, logs, tree limbs and other yard waste as defined herein
- (t) Toxic wastes
- (u) All other hazardous wastes

SECTION 3: STORAGE OF SOLID WASTE

Subsection 3.1: Storage Containers Required

All generators of household solid waste shall provide or contract for the provision of sufficient and adequate containers for the storage of all household solid waste to serve each dwelling unit and/or establishment; and to maintain such solid waste containers in good repair at all times.

Subsection 3.2: Solid Waste to be Stored in a Manner Prescribed by Ordinance

All generators of household solid waste shall place all household solid waste to be collected in proper solid waste containers, and shall maintain such solid waste containers and the area surrounding them in a clean, neat, and sanitary condition at all times. Solid waste shall be stored in a manner that will be kept free from insect and rodent infestation and will not create a fire hazard.

Subsection 3.3: Standards for Residential Storage Containers

Household solid waste shall be stored in storage container of not less than 10 gallons nor more than 35 gallons in nominal capacity. Storage containers shall be leak proof, waterproof, and fitted with a fly-tight lid and shall be properly covered at all times, except when depositing waste therein or removing the contents thereof. The containers shall have handles, bails, or other suitable lifting devices or features. Containers shall be of a type originally manufactured for residential solid waste, with tapered sides for easy emptying. They shall be of light weight and sturdy construction. The weight of any individual storage containers and contents shall not exceed 75 pounds. Galvanized metal containers, or rubber, fiberglass, plastic or vinyl containers, which do not become brittle in cold weather may be used. Disposable solid waste containers within suitable frames, wire bag holders or other storage containers may also be used for storage of residential solid waste, subject to approval of the Director.

Subsection 3.4: Standards for Residential, Commercial, Institutional and Industrial Use Storage Container

All uses which generate more than a volume of 2 cubic yards (i.e., approximately equivalent to 400 pounds or ½ ton or 400 gallons of solid waste per week shall be required to provide bulk containers for storage as approved by the Director. These containers shall be water proof, leak proof, and shall be covered at all times except when depositing waste therein or removing the contents thereof.

Subsection 3.5: Air Tight Containers

No owner, occupant, tenant or lessee of any building or dwelling may leave outside the dwelling or building, in a place accessible particularly to children, any

abandoned or unattended white goods (i.e., icebox, refrigerator, or other receptacle that has an airtight door) without first removing the door.

Subsection 3.6: Storage Containers Not in Compliance

Solid waste containers that do not meet the specifications as outlined in this Section shall be considered waste and will be collected together with their contents and disposed of.

SECTION 4: TRANSPORTATION OF SOLID WASTE

Subsection 4.1: Collection Vehicle Standards

All transportation vehicles shall be maintained in a safe, clean and sanitary condition, and shall be so constructed, maintained and operated as to prevent spillage of solid waste therefrom. All vehicles to be used for transportation of solid waste shall be constructed with watertight bodies and with covers which shall be an integral part of the vehicle or shall be a separate cover to the vehicle and shall be secured whenever the vehicle is transporting solid waste, or, as an alternate, the entire bodies thereof shall be enclosed with only loading hoppers exposed. No solid waste shall be transported in the loading hoppers. They shall be cleaned as often as necessary to prevent a nuisance and insect breeding and shall be maintained in good repair.

SECTION 5: DISPOSAL OF SOLID WASTE

Subsection 5.1: Open Burning

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

Subsection 5.2: Open Dumping

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

Subsection 5.3: Disposal Sites

All waste not subject to being collected by an independent household solid waste collection contractor, other than Yard Waste as addressed in Subsection 2.7, must be disposed of at one of the following locations:

- (1) The McCracken County Authorized Solid Waste Disposal Facility:

JONES SANITATION HOLDINGS, LLC.
FREEDOM WASTE SERVICES
400 STATE STREET
PADUCAH, KENTUCKY 42003
270-557-7342

- (2) The additional Solid Waste Disposal Facility:

REPUBLIC SERVICES, INC.
829 BURNETT STREET
PADUCAH, KENTUCKY 42001
270-575-3805

Subsection 5.4 Hazardous Waste

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

SECTION 6: RULES AND REGULATIONS

The Director shall make, amend, revoke, and enforce reasonable rules and regulations, including but not limited to the following:

- a. Preparation, drainage and wrapping of garbage deposited in solid waste containers.
- b. Specifications for solid waste containers, including the type, composition, equipment, size and shape thereof.
- c. Identification of solid waste containers and of the covers thereof, and of equipment thereto appertaining.
- d. Weight limitations on the combined weight of solid waste containers and the content thereof and weight and size limitations on bundles of solid waste too large for solid waste containers.
- e. Storage of solid waste in solid waste containers.
- f. Sanitation, maintenance and replacement of solid waste containers.
- g. Collection points of solid waste containers.
- h. Collection, transportation, processing and disposal of solid waste.

- i. Disposal and processing facilities.
- j. Records of quantity and type of wastes at processing and/or disposal facilities.
- k. Handling of special wastes such as sludges, ashes, agriculture, construction, bulky items, tires, automobiles, oils, greases, etc.
- l. Reporting requirements of private haulers shall include the following: Reports produced semi-annually (due July 15 and January 15) to the governing body a list of households and businesses participating in the designated collection service.

SECTION 7. PROHIBITED PRACTICES

It shall be unlawful for any person to:

- a. Dispose of garbage, refuse, rubbish or debris by dumping the same on any premises in the county with or without the consent of the owner of the premises;
- b. Dump or permit the dumping of garbage, refuse, rubbish and debris on any property within the county;
- c. Deposit solid waste in any solid waste container other than his own, without the written consent of the owner of such container and/or with the intent of avoiding payment of the service charge required for solid waste collection and disposal;
- d. Interfere in any manner with solid waste collection and transportation equipment or with solid waste collectors in the lawful performance of their duties;
- e. Burn solid waste unless an approved incinerator is provided or unless a variance has been obtained from the appropriate air pollution control agency;
- f. Dispose of dead animals in any container to be collected by solid waste collection contractors;
- g. Own or operate an open dump;
- h. Engage in the feeding of food waste to animals for commercial purposes;

- i. Dispose of solid waste at any facility or location which is not approved by the county and permitted by the Kentucky Department for Environmental Protection. Such facilities are the following:

- (1) The McCracken County Authorized Solid Waste Disposal Facility:

JONES SANITATION HOLDINGS, LLC.
FREEDOM WASTE SERVICES
400 STATE STREET
PADUCAH, KENTUCKY 42003
270-557-7342

- (2) The additional Solid Waste Disposal Facility:

REPUBLIC SERVICES, INC.
829 BURNETT STREET
PADUCAH, KENTUCKY 42001
270-575-3805

- j. Engage in the business of collecting, transporting, processing or disposing of household solid waste within the geographic boundaries of the county without a valid contract presently in full force with the individual household/generator;
- k. Engage in the business of collecting, transporting, processing or disposing of household solid waste within the geographic boundaries of the county pursuant to a valid contract presently in full force with the individual household/generator without having obtained or maintained a McCracken County business license.
- l. To engage in any conduct or commit any omission that would constitute a violation of any provision of this ordinance.

SECTION 8. PUBLIC NUISANCES

NOTE: McCracken County currently has in place a Property Maintenance Code set forth in its entirety in McCracken County Ordinance No. 2000-14. Said ordinance regulates the area of public nuisance abatement procedures regarding public nuisances created by all means of failure to maintain property, both public and private. Any and all public nuisances resulting from the violation of any term(s) of this ordinance shall be addressed in accordance with the regulations and provisions set forth in McCracken County Ordinance No. 2000-14.

SECTION 9. SAVINGS CLAUSE

Nothing in this ordinance shall be deemed to affect, modify, amend or repeal any provision of any ordinance administered by the McCracken County Health Department or any other board, commission, agency or special district of McCracken County.

SECTION 10. SEVERABILITY CLAUSE

The provisions of this ordinance are severable and if any provisions of part thereof shall be held invalid or unconstitutional or inapplicable to any person or circumstance, such invalidity, unconstitutionality or inapplicability shall not affect or impair the remaining provisions of this ordinance.

SECTION 11. EFFECTIVE DATE

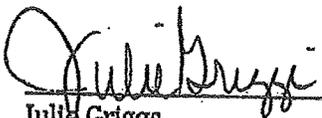
This Ordinance shall be read on two (2) separate days and will be come effective upon summary publication pursuant to KRS Chapter 424.

APPROVED this 11 day of September, 2017.



Bob Leeper
McCracken County Judge Executive

ATTEST:



Julie Griggs
McCracken County Clerk

First Reading:	<u>8-28-17</u>
Advertised:	<u>9-1-17</u>
Second Reading:	<u>9-11-17</u>
Adopted:	<u>9-11-17</u>

It is hereby Ordered that Pursuant to KRS Chapter 67, the first reading of Ordinance No. 2017-06 shall be conducted in summary format as follows:

**MCCRACKEN COUNTY KENTUCKY
ORDINANCE NO. 2017-06**

**AN ORDINANCE REGULATING SOLID WASTE
MANAGEMENT AND SETTING PROCEDURES
AND DUTIES RELATED TO THE STORAGE,
COLLECTION, TRANSPORTATION, PROCESSING
AND DISPOSAL OF ALL SOLID WASTE**

Summary: The present Ordinance is expressly authorized by KRS 67.083(3)(o) relating to a fiscal court's power to safeguard the health, safety and welfare of the citizens of a county by regulating the storage, collection, processing, transportation and disposal of solid waste. Specifically, the present ordinance provides for collection, transport, storage and disposal of household solid waste by 3 independent contractor household solid waste collection agencies and sets regulations related thereto. Additionally, the ordinance provides methods and locations for the proper disposal of any and all solid waste that does not meet the definition of household solid waste and is therefore not subject to being collected and disposed of by said independent contractor household solid waste collection agencies.

Certification: It is hereby certified by the McCracken County Fiscal Court that the present summary represents an accurate official statement of the main points of and contents of Ordinance No. 2017-06.

Public Inspection: Ordinance No. 2017-06 shall be available for public inspection in its whole and complete form in the McCracken County Judge Executive's Office during ordinary business hours.

**McCRACKEN COUNTY FISCAL COURT
ORDINANCE NO. 2008-9**

AN ORDINANCE RELATING TO REPAIR OR DEMOLITION TO CERTAIN STRUCTURES INTENDED FOR HUMAN AND/OR COMMERCIAL OCCUPANCY WHICH PRESENT A HAZARD TO PUBLIC HEALTH, SAFETY OR MORAL, OR OTHERWISE INIMICAL TO THE WELFARE OF THE RESIDENTS OF THE COUNTY.

WHEREAS, pursuant to KRS 67.083 (3) (j), the McCracken County Fiscal Court has the authority to require owners of structures unfit and/or unsafe for human and/or commercial occupancy to repair or demolish said structures; and,

WHEREAS, the McCracken County Fiscal Court has determined that structures intended for human occupancy of any kind which have been extensively damaged by fire, explosion or structural collapse should immediately be repaired or otherwise demolished and removed.

NOW THEREFORE, BE IT ORDAINED BY THE FISCAL COURT OF THE COUNTY OF McCRACKEN, COMMONWEALTH OF KENTUCKY:

SECTION I. DEFINITIONS

As used in this chapter, unless the context otherwise indicates, the following definitions shall be in effect:

Premises: "A lot, plot or parcel of land including any structures thereon."

Structure: "That which is built or constructed or a portion thereof."

Unsafe structure: "A structure that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure because the structure is in a state of dilapidation, deterioration or decay, faulty construction, or damaged by fire to the extent so as not to provide shelter or is in danger of partial or complete collapse."

Unsafe premises: "In addition to including unsafe structures, unsafe premises means any physical condition or occupancy of any premises or its appurtenances considered an attractive nuisance to children, including, but not limited to, abandoned wells, abandoned shafts, abandoned swimming pools, abandoned ponds, abandoned basements, abandoned excavations and any abandoned mobile homes, abandoned manufactured homes, abandoned refrigerators, abandoned iceboxes, abandoned ice chests, or other similar abandoned devices or abandoned appliances assessable by children."

Owner: "Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property; including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court."

Agriculture: This ordinance is not applicable to structures or premises used primarily for active agricultural purposes.

Exempt Structures: This ordinance is not applicable to structures that are at least two hundred (200') in distance from any neighboring property line and at least two hundred feet (200') in distance from adjacent public right-of-way line. This distance is measured from the property and/or right-of-way line to the closest point of the structure, including overhanging roofs.

SECTION II. The McCracken County Fiscal Court designates the Code Enforcement Officer as the county official responsible for enforcing the provisions of this ordinance.

SECTION III. Pursuant to KRS 67.083 (3) (j), the Code Enforcement Officer is authorized to go upon private property containing any structures intended for human and/or commercial occupancy of any kind which have been damaged by fire, explosion or structural collapse, and inspect said structures in order to determine whether or not said structures are readily susceptible to being repaired.

SECTION IV. Within five (5) days from the date of said inspection, the Code Enforcement Officer shall make and file in the Office of the McCracken County Judge/Executive a written report, which shall contain the following information:

- a.) The name and address of the owner of record of the structure.
- b.) The book and page number of the deed of record of the property, with a copy of said deed attached to the report.
- c.) The date of the inspection.
- d.) A statement setting forth whether or not the structure, in the opinion of the Code Enforcement Officer, is susceptible to being repaired or should be demolished. If the structure is susceptible to being repaired, the Code Enforcement Officer should state specifically what repairs are necessary to make the structure suitable for human and/or commercial occupancy.
- e.) A statement to the owner of record that if he disagrees with the determination of the Code Enforcement Officer, he may appeal to the McCracken County Fiscal Court.
- f.) A statement to the owner that said owner has sixty (60) days from the date the report is filed in the Office of the County Judge/Executive to: (1) repair the structure or provide sufficient proof to the Code Enforcement Officer, with approved surety, that the repairs will be timely made; (2) to demolish and remove the structure and all debris; or, (3) file a written statement in the Office of the Code Enforcement Officer to the McCracken County Fiscal Court.
- g.) A statement to the owner of record that if he takes no affirmative action within the time provided in f.) above, he shall be presumed to consent his abandonment of his interest in said structure and to all action taken by McCracken County or its agents.

SECTION V. If the owner of record is a resident of McCracken County at the time of filing the written report in the Office of the McCracken County Judge/Executive, the Code Enforcement Officer shall

deliver two (2) copies of said report to the McCracken County Sheriff with instructions to the Sheriff to serve one (1) copy of the report upon the owner of record of said structure; to reflect the service of said copy of the report upon the second copy, and to return the second copy of the Office of the McCracken County Judge/Executive.

SECTION VI. If the owner of record of said structure is a non-resident of McCracken County at the time of filing the written report in the Office of the McCracken County Judge/Executive, the Code Enforcement Officer shall mail by certified mail, return receipt requested, a copy of said report to the owner of record of said structure to his last known address as same may be reflected in the public records contained in the McCracken County Courthouse.

SECTION VII. In the event the Code Enforcement Officer is unable to deliver a copy of the report to the owner of record of the structure as provided in Section Four and Five above, then in that event the Code Enforcement Officer shall notify the owner of record by publishing said report pursuant of KRS Chapter 424.

SECTION VIII. In the event the owner of record of said structure fails to comply with the report of the Code Enforcement Officer within the sixty (60) day period, the Code Enforcement Officer may cause the structure to be demolished and removed, upon Judge/Executive approval.

SECTION IX. The cost of said demolition and removal of said structure, less any credit for salvage, shall be a lawful debt of the owner of said property. If McCracken County advances these costs, then McCracken County shall have a lien of record upon the real estate in the amount of costs plus interest at the legal rate until said costs are reimbursed to the County.

SECTION X. The authority created and granted herein shall apply only to structures intended for human and/or commercial occupancy which are located in McCracken County, but outside the corporate limits of the City of Paducah.

SECTION XI. The McCracken County Fiscal Court shall provide an appeal procedure for owners of record who file a written statement of appeal in the Office of the McCracken Judge/Executive within thirty (30) days from the date the Code Enforcement Officer files his written report.

SECTION XII. In the event an appeal is timely filed, proceedings initiated hereunder shall be stayed until all matters raised on said appeal are resolved; otherwise, the Code Enforcement Officer shall proceed according to the terms of the written report and Section Seven above.

SECTION XIII. All prior orders and/or ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION XIV. The provisions of this ordinance are severable. If any part of this ordinance, or the application thereof, is for any reason found to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect or repeal the remaining provisions, sections or parts of this ordinance.

SECTION XV. This ordinance becomes effective immediately upon passage and publication.

INTRODUCED AND PUBLICLY READ on first reading on this 9th day of June, 2008.

PUBLICLY READ AND APPROVED on second reading on the 23rd day of June, 2008.

McCRACKEN COUNTY FISCAL COURT

BY: _____

Van E. Newbery
McCracken County Judge/Executive

ATTEST:

Jeff Jerrell
McCracken County Clerk

34. On motion of Commissioner Freeman seconded by Commissioner Renfro
It is ordered the **Second Reading & Adoption Ordinance 2008-9**, which is the dangerous
686 building ordinance.

McCRACKEN COUNTY FISCAL COURT
ORDINANCE NO. 2008-9

AN ORDINANCE RELATING TO REPAIR OR DEMOLITION TO CERTAIN STRUCTURES INTENDED FOR HUMAN AND/OR COMMERCIAL OCCUPANCY WHICH PRESENT A HAZARD TO PUBLIC HEALTH, SAFETY OR MORAL, OR OTHERWISE INIMICAL TO THE WELFARE OF THE RESIDENTS OF THE COUNTY.

WHEREAS, pursuant to KRS 67.083 (3) (j), the McCracken County Fiscal Court has the authority to require owners of structures unfit and/or unsafe for human and/or commercial occupancy to repair or demolish said structures; and,

WHEREAS, the McCracken County Fiscal Court has determined that structures intended for human occupancy of any kind which have been extensively damaged by fire, explosion or structural collapse should immediately be repaired or otherwise demolished and removed.

NOW THEREFORE, BE IT ORDAINED BY THE FISCAL COURT OF THE COUNTY OF McCRACKEN, COMMONWEALTH OF KENTUCKY:

SECTION I. DEFINITIONS

As used in this chapter, unless the context otherwise indicates, the following definitions shall be in effect:

Premises: "A lot, plot or parcel of land including any structures thereon.

Structure: "That which is built or constructed or a portion thereof.

Unsafe structure: "A structure that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure because the structure is in a state of dilapidation, deterioration or decay, faulty construction, or damaged by fire to the extent so as not provide shelter or is in danger partial or complete collapse.

Unsafe premises: "In addition to including unsafe structures, unsafe premises means any physical condition or occupancy of any premises or its appurtenances considered an attractive nuisance to children, including, but not limited to, abandoned wells, abandoned shafts, abandoned swimming pools, abandoned ponds, abandoned basements, abandoned excavations and any abandoned mobile homes, abandoned manufactured homes, abandoned refrigerators, abandoned iceboxes, abandoned ice chests, or other similar abandoned devices or abandoned appliances assessable by children.

Owner: "Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property; including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

Agriculture: This ordinance is not applicable to structures or premises used primarily for active agricultural purposes.

Exempt Structures: This ordinance is not applicable to structures that are at least two hundred feet (200') in distance from any neighboring property line and at least two hundred feet (200') in distance from adjacent public right-of-way line. This distance is measured from the property and/ or right-of-way line to the closest point of the Structure, including overhanging roofs.

SECTION II. The McCracken County Fiscal Court designates the Code Enforcement Officer as the county official responsible for enforcing the provisions of this ordinance.

SECTION III. Pursuant to KRS 67.083 (3) (j), the Code Enforcement Officer is authorized to go upon private property containing any structures intended for human and/or commercial occupancy of any kind which have been damaged by fire, explosion or structural collapse, and inspect said structures in order to determine whether or not said structures are readily susceptible to being repaired.

SECTION IV. Within five (5) days from the date of said inspection, the Code Enforcement Officer shall make and file in the Office of the McCracken County Judge/Executive a written report, which shall contain the following information:

- a.) The name and address of the owner of record of the structure.
- b.) The book and page number of the deed of record of the property, with a copy of said deed attached to the report.
- c.) The date of the inspection.
- d.) A statement setting forth whether or not the structure, in the opinion of the Code Enforcement Officer, is susceptible to being repaired or should be demolished.

County Sheriff with instructions to the Sheriff to serve one (1) copy of the report upon the owner of record of said structure; to reflect the service of said copy of the report upon the second copy, and to return the second copy of the Office of the McCracken County Judge/Executive.

SECTION VI. If the owner of record of said structure is a non-resident of McCracken County at the time of filing the written report in the Office of the McCracken County Judge/Executive, the Code Enforcement Officer shall mail by certified mail, return receipt requested, a copy of said report to the owner of record of said structure to his last known address as same may be reflected in the public records contained in the McCracken County Courthouse.

SECTION VII. In the event the Code Enforcement Officer is unable to deliver a copy of the report to the owner of record of the structure as provided in Section Four and Five above, then in that event the Code Enforcement Officer shall notify the owner of record by publishing said report pursuant of KRS Chapter 424.

SECTION VIII. In the event the owner of record of said structure fails to comply with the report of the Code Enforcement Officer within the sixty (60) day period, the Code Enforcement Officer may cause the structure to be demolished and removed, upon Judge/Executive approval.

SECTION IX. The cost of said demolition and removal of said structure, less any credit for salvage, shall be a lawful debt of the owner of said property. If McCracken County advances these costs, then McCracken County shall have a lien of record upon the real estate in the amount of costs plus interest at the legal rate until said costs are reimbursed to the County.

SECTION X. The authority created and granted herein shall apply only to structures intended for human and/or commercial occupancy which are located in McCracken County, but outside the corporate limits of the City of Paducah.

SECTION XI. The McCracken County Fiscal Court shall provide an appeal procedure for owners of record who file a written statement of appeal in the Office of the McCracken Judge/Executive within thirty (30) days from the date the Code Enforcement Officer files his written report.

SECTION XII. In the event an appeal is timely filed, proceedings initiated hereunder shall be stayed until all matters raised on said appeal are resolved; otherwise, the Code Enforcement Officer shall proceed according to the terms of the written report and Section Seven above.

SECTION XIII. All prior orders and/or ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION XIV. The provisions of this ordinance are severable. If any part of this ordinance, or the application thereof, is for any reason found to be unconstitutional or

invalid, such unconstitutionality or invalidity shall not affect or repeal the remaining provisions, sections or parts of this ordinance.

SECTION XV. This ordinance becomes effective immediately upon passage and publication.

INTRODUCED AND PUBLICLY READ on first reading on this 9th day of June, 2008.

PUBLICLY READ AND APPROVED on second reading on the 23rd day of June, 2008.

MCCRACKEN COUNTY FISCAL COURT
BY: [Signature]
Van E. Newberry
McCracken County Judge/Executive

ATTEST
[Signature]
Jeff Jerrell
McCracken County Clerk

The motion carried with County Judge/Executive and both Commissioners voting aye.

35. On motion of Commissioner Freeman seconded by Commissioner Renfro
It is ordered to go into executive session for reason pertaining to future sale or acquisition of a specific parcel of real estate, as permitted by KRS 61.810 (1) (b).
The motion carried with County Judge/Executive and both Commissioners voting aye.

McCracken County
Property Maintenance Code
Ordinance #2000-15
(AN AMENDMENT OF # 2000-13)

An ordinance relating to the removal to the removal of junked motor vehicles, recreational vehicles, mobile homes, camping type trailers, watercraft and appliances from all properties public or private to ensure the Health, Safety, and Welfare of the citizens of McCracken County, Kentucky.

Be it ordained by the Fiscal Court of McCracken County, Commonwealth of Kentucky;

SECTION I. Definitions

For the purpose of the article, the following terms, phrases, words and their derivatives shall have the meaning given herein. Words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- a.) **Junked Motor Vehicle:** Any contrivance, or part thereof, propelled by power or used for transportation of person or property on or off public streets and highways, the condition of which is one of, but not limited to:
1. Wrecked
 2. Dismantled
 3. Partially Damaged
 4. Inoperative
 5. Abandoned
 6. Discarded
 7. Unlicensed
- b.) **Junked Recreational Vehicle, Mobile Home or Camping Type Trailer:** Any unit with or without motive power, designed for human occupancy as a dwelling or sleeping place by one (1) or more person; has become so dilapidated, unsafe, unsanitary or so utterly fails to provide the amenities essential to decent living that is unfit for human habitation, or is likely to cause sickness or disease, so as to work injury to the health, safety or general welfare of the public, also one (1) of the following but not limited to:
1. Wrecked
 2. Dismantled
 3. Partially Damaged
 4. Inoperative

5. Abandoned
6. Discarded
7. Unlicensed

c.) **Junked Trailer:** Any movable or portable unit, to be towed on its own chassis which is used for but not limited to, recreational or hauling purposes. The condition or which is one of but not limited to the following:

1. Wrecked
2. Dismantled
3. Partially Damaged
4. Inoperative
5. Abandoned
6. Discarded

d.) **Junked Watercraft:** Any contrivance or part thereof, with or without motive power, designed for transportation on water. The condition of which is one of, but not limited to:

1. Wrecked
2. Dismantled
3. Partially Damaged
4. Inoperative
5. Abandoned
6. Discarded
7. Unlicensed

e.) **Junked Appliances:** Any unit, or part thereof, of machinery, furniture, or equipment whether functional or ornamental, and whether mechanical or powered by some source of energy or not, including but not limited to, stoves, refrigerators, televisions, stereos, beds, lamps, tools, ect., the condition of which is one (1) of the following, but not limited to:

1. Wrecked
2. Dismantled
3. Partially Damaged
4. Inoperative
5. Abandoned
6. Discarded

Provided, however, the term "junked" shall not apply where the unit is not of sufficient size or the combination of such units, to constitute an eyesore or to detract from the neat and

orderly appearance of the neighborhood generally.

SECTION II. Duty of Maintenance of Private Property

No person owning, leasing, occupying or having charge of any property shall maintain or keep any code violation thereon, nor shall any such person keep or maintain such code violation in a manner causing diminution in the value of the other property in the area in which such code violation is located.

SECTION III. Junked Motor Vehicles

It shall be unlawful for any person to cause or maintain the presence of any junk motor vehicle on public property or any private property, tract or parcel of land or portion thereof, occupied or unoccupied, improved or unimproved within the county of McCracken County, Kentucky. This provision shall not apply with regards to:

- a.) Any motor vehicle on the premise of a lawful business enterprise when necessary to the operation of such business enterprise; or
- b.) Any motor vehicle on property occupied and used for repair, reconditioning and remodeling of motor vehicles in conformation with the laws of the Commonwealth of Kentucky or subordinate governmental unit.

Nothing in this section shall authorize the maintenance of a public or private nuisance as defined herein or under other provisions of law.

SECTION IV. Junked Recreational Vehicles, Mobile Homes, Camping Type Trailers or Trailers

It shall be unlawful for any person to cause or maintain the presence of any junk recreational vehicle, mobile home, camping type trailer or trailer of any type on public property or on any private lot, tract or parcel of land or portion thereof, occupied or unoccupied, improved or unimproved within the County of McCracken, Kentucky. This provision shall not apply with regards to:

- a.) Any recreational vehicle, mobile home, camping type trailer or trailer on the premises of a lawful business enterprise when necessary to the operation of such business enterprise; or
- b.) Any recreational vehicle, mobile home, camping type trailer or trailer on property occupied and used for repair, reconditioning and remodeling of recreational vehicles, mobile homes, camping type trailers or trailers in conformance with the laws of the Commonwealth of Kentucky or subordinate governmental units.

Nothing in this section shall authorize the maintenance of a public or private nuisance as defined herein or under other provisions of law.

SECTION V. Junked Watercraft

It shall be unlawful for any person to cause or maintain the presence of any junk watercraft of any type on public property or on any private lot, tract or parcel of land or portion thereof, occupied or unoccupied, improved or unimproved within the County of McCracken, Kentucky. This provision shall not apply with regards to:

- a.) Any watercraft on the premise of a lawful business enterprise when necessary to the operation of such business enterprise; or
- b.) Any watercraft on property occupied and used for repair, reconditioning and remodeling of watercraft in conformation with the laws of the Commonwealth of Kentucky or subordinate governmental unit.

SECTION VI. Junked Appliances

It shall be unlawful for any person to cause or maintain the presence of any junk appliances on public property or on any private property, tract or parcel of land or portion thereof, occupied or unoccupied, improved or unimproved within the County of McCracken, Kentucky. This provision shall not apply with regards to:

- a.) Any appliance in an enclosed building;
- b.) Any appliance on the premises of a lawful business enterprise when necessary to the operation of such business enterprise; or
- c.) Any appliance on property occupied and used for repair, reconditioning of appliances in conformance with the laws of the Commonwealth of Kentucky or subordinate governmental unit.

Nothing in this section shall authorize the maintenance of a public or private nuisance as defined herein or under other provisions of law.

SECTION VII. Modifications

Whenever there are practical difficulties involved in carrying out the provisions of this code, the McCracken County Code Enforcement Officer shall have the authority to grant modifications for individual cases, provided the code official shall first find that special individual reason makes the strict letter of this code impractical and the modifications is in compliance with the intent and purpose of this code and that such modification does not lessen health, life, and safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

SECTION VIII. Appeals Board

There is hereby established and created an Appeals Board of McCracken County, hereinafter, called the McCracken County Property Maintenance Code Enforcement Appeals Board for the purpose of hearing and deciding cases where any person subject to enforcement by this chapter alleges that there is an error by the Code Enforcement Officer.

a. Membership:

1. The McCracken County Property Maintenance Code Appeals Board shall consist of (5) five members who shall be appointed by the McCracken County Judge Executive, subject to the approval of the McCracken County Fiscal Court. All members shall be residents of the unincorporated area of McCracken County.
2. The terms of office for the members of the McCracken County Property Maintenance Code Appeals Board shall be for three (3) year staggered terms with the initial appointments to be made as follows: one (1) member shall be appointed for a term of one (1) year, and two (2) members shall be appointed for a term of two (2) years, after which all members shall be appointed or qualified. Vacancies shall be filled in the same manner as original appointments are made. Members shall serve without compensation.
3. A majority of the members of the McCracken County Property Maintenance Code Appeals Board shall constitute a quorum for all purposes a decision reached by a quorum of the McCracken County Property Maintenance Code Appeals Board present at a property called meeting shall constitute a decision of the entire Board.
4. No employee of McCracken County or a member of the McCracken County Fiscal Court shall be appointed to the McCracken County Property Maintenance Code Appeals Board. No member of the Board shall hear an appeal in a case in which he has a financial interest. Service on another Board appointed by the County shall not disqualify a person a membership of this Board.

b. Duties of Board:

1. The board shall have the power to hear and decide appeals where it is alleged by the person that there is error in any order, requirement, decision, determination or refusal made by the enforcement officer or other administrative official in the carrying out of this chapter, and for interpretation of this chapter.
2. Upon receipt of an appeal from an alleged violator, the McCracken County Property Maintenance Code Appeals Board shall convene a hearing to consider the appeal within fifteen (15) days of the Code enforcement Department's receipt of the notice of appeal. All parties to the appeal shall be notified of the time and place of the hearing by letter mailed by certified mail no later than seven (7) days prior to the date of the hearing. The Board shall render a decision within five (5) working days

- after the hearing.
3. At the hearing, the McCracken County Property Maintenance Code Appeals Board shall hear all relevant evidence and argument.
 4. The board may affirm, repeal, or modify the order or decision of the Code Enforcement Officer.
 - i. Before any decision to affirm, repeal, or modify a decision of the code official, the board must make written finding which shall be included with the record of the proceedings.
 - ii. The board shall not possess the power to grant any variance or waiver from the laws of the Commonwealth of Kentucky, or the ordinances of McCracken County.
- c. The McCracken County Property Maintenance Code of Appeals Board is authorized to promulgate its own rules and procedures consistent with this chapter.
- d. Any interested party, including the McCracken County Fiscal Court, wishing to appeal the determination of the McCracken County Property Maintenance Code Appeals Board shall have the right to appeal to a court of competent jurisdiction. Such appeal shall be filed within thirty (30) days of the date of the determination of the Board.

SECTION IX. Abatement of Violation

Whenever the Code Enforcement Officer shall deem such a public nuisance to exist, he shall issue a notice to the parties hereinafter stated, and such notice shall: Specify the code and its location; request the code violation to be resolved; and advise the said party they have ten (10) days to resolve code violation or to make a written demand for a hearing before the McCracken County Maintenance Code Appeals Board.

Notice shall be sent by 1st class or certified mail, to the last known address of the owner of the property whereon the nuisance is located. Where the owner of the property is not the occupant thereof, such notice shall be mailed to the occupant (s).

The Code Enforcement Officer shall coordinate his effort to determine ownership of a junk motor vehicle, recreational vehicle, mobile home, camping type trailer, trailer or watercraft with the McCracken County Sheriff's Department of Property Valuation Office, notice shall also be sent to the last registered and legal owner of record of the junked motor vehicle, recreational vehicle, mobile home camping type trailer, or watercraft unless owner is the owner or occupant of the premises wherein the violation is located, and unless identification numbers are not available to determine ownership of the unit.

If the owner, or his address of any junked motor vehicle, recreational vehicle, mobile home, camping type trailer, trailer or watercraft is not known or cannot be readily ascertained, the notice to abate and his right to a hearing may be given by attaching such notice to the unit no less than ten (10) days before action is taken. If the latter method of notice is used, the code enforcement officer shall make an affidavit attesting to such facts. Where a junked vehicle, recreational vehicle, mobile home, camping type trailer, trailer or watercraft is found to be upon any public property within McCracken County notice to the owner of the; unit is all that shall be required. Where a junked appliance is found on public property, no notice shall be required.

If the owner, within the ten (10) day notice period of said violation denies the existence of said violation on their property. They may request in writing to have a hearing before the McCracken County Property Maintenance Code Appeals Board to determine the extent of the violation. The Director of Code Enforcement of Code Enforcement Officer may impose such conditions and take such other action, as he deems appropriate under the circumstances to carry out the purpose of this article. He may delay the time for removal of the junked motor vehicle, recreational vehicle, mobile home, camping type trailer, trailer or watercraft if in his opinion, circumstances justify it.

If the McCracken County Property Maintenance Code Appeals Board makes a finding that a violation exists, said violation shall be abated within fifteen (15) days from the date of said hearing. If the violation is not abated within the allowed fifteen (15) days the Director of Code Enforcement or his designee will be authorized to send employees or hire contractors upon said property to remedy the code violation. The McCracken County Code Enforcement Officer shall bring a lien against the said property for the reasonable value of labor and materials used in remedying such violation. The affidavit of the Code Enforcement Officer shall constitute prima facie evidence of the amount of the lien, and regularity of the proceeding pursuant to the ordinance, and shall be recorded in the office of the County Court Clerk of McCracken County, Kentucky. The Director of Code Enforcement or Code Enforcement Officer may also bring criminal charges before the McCracken County District Court for enforcement of the penalties herein after described.

Any interested party, including the McCracken County Fiscal Court, may appeal the decision of the McCracken County Property Maintenance Code Appeals Board by appealing to any court of competent jurisdiction pursuant to the rules of civil procedures within thirty (30) days after the decision. If no appeal is taken within the time prescribed, or immediately after a final jurisdiction review affirming the right to remove the violation, the Code Enforcement Officer shall cause the junk motor vehicle, recreational vehicle, mobile home, camping type trailer, trailer or watercraft to be removed and disposed of in any manner as he may provide.

The removal of the violation from the premises prior to the time for removal by the County shall be considered compliance with the provisions of this article and no further action shall be taken. Written permission given to the Code Enforcement Officer for the removal of said violation by the owner of the

same or the owner of occupants of the premises on which it is located, shall be considered compliance with the provisions of this article on their part and no further action shall be taken against the ones giving permission, except for collection of towing charges or hauling cost for the removal of the violation.

The provisions of this article shall be administered and enforced by the McCracken County Code Enforcement Office. In the enforcement of this article, the Code Enforcement Officer and his duly authorized agents, assistants, employees or contractors may enter upon private or public to examine a junked motor vehicle, recreational vehicle, mobile home, camping type trailer, trailer or watercraft to obtain information as to identify and to remove or cause removal of said violation pursuant to this article.

SECTION X. Penalty for Failure to Abate Violation

If said owner allows said code to exist or fails to abate said violation they, and each of them, upon conviction thereof shall be fined not less than twenty-five dollars (\$25.00), nor more than five hundred dollars (\$500.00) for each offense or be imprisoned in the McCracken County Jail for a period not exceeding one (1) year, or be both fined and imprisoned. A separate offense shall be deemed committed on each day during or one, which such violation is permitted to exist.

SECTION XI. Validity

The provisions of this ordinance are severable, and if any court of competent jurisdiction thereof shall hold any section, clause, sentence, part or provisions illegal, invalid or unconstitutional such decision of the court shall not affect or impair the remaining section, clause, sentence, part or provision of this ordinance. It is hereby declared to be the intent of the McCracken County Fiscal Court that this ordinance would not have been adopted if such illegal, invalid or unconstitutional section, clause, sentence, part or provision had not been included herein.

SECTION XII. Adoption and Rescindment

This ordinance shall be in full force and effect from and after its adoption. This ordinance rescinds McCracken County Ordinances 99-7 and 2000-13.

This the 11th day of December, 2000.

Danny Orazine

Danny Orazine
McCracken County Judge Executive

Attest:
Randy Ottey
McCracken County Clerk

First Reading _____ 10/23/00
Advertised _____ 12/01/00
Second Reading and Adoption 12/11/00
Advertised _____ 12/16/00

The foregoing ordinance shall be published in the Paducah Sun on _____, 20____

1st reading on October 23, 2000

2nd reading on December 11, 2000

Passed by the Fiscal Court of McCracken County on the 11th day of December, 2000, on the motion of Commissioner Grimm, seconded by Commissioner Freeman.

McCracken County Judge/Executive

McCracken County
Property Maintenance Code
Ordinance # 2000-14
(AN AMENDMENT OF # 2000-12)

An ordinance establishing the minimum regulations governing the conditions and maintenance of all property public or private to ensure the Health, Safety, and Welfare of the citizens of McCracken County, Kentucky.

Be it ordained by the Fiscal Court of McCracken County Commonwealth of Kentucky:

SECTION I. Definitions

- A. **Person** is an individual, household, firm, partnership, association, corporation, company or organization of any kind.
- B. **Refuse Hauler** is an individual, firm, partnership, association, corporation, company or organization that is involved in hauling for profit.
- C. **Garbage** is putrescible animal and vegetable waste resulting from handling, preparation, cooking, and consumption of food.
- D. **Litter** is "garbage", "refuse" and "rubbish" as defined herein and all other waste materials, which if thrown or deposited as herein prohibited, tends to create a danger to public Health, Safety and Welfare.
- E. **Rubbish** is non-putrescible solid waste consisting for both combustible and non-combustible waste, such as but not limited to paper products, metal cans, yard waste, wood, furniture and debris from construction projects and similar materials.
- F. **Refuse** is non-putrescible and non-putrescible solid waste including garbage, rubbish, ashes, dead animals, abandoned automobiles and appliances and solid market and industrial wastes.
- G. **Weeds** are all grasses, annual plants and vegetation other than trees or shrubs provided, however, this term shall not include cultivated flower and gardens.
- H. **Noxious** for this ordinance shall mean; harmful to living things; injurious to Health, Safety, and Welfare to the public.
- I. **Nuisance** is defined to mean any condition or use of property or premises or of buildings, which is detrimental to the property of others or which cause or tends to cause substantial diminution in the value of other properties in the neighborhood in which such nuisance is located.
- J. **Unsafe Structure** is any building, shed, fence or other manmade structure, which is dangerous to the public Health, Safety and Welfare because of its condition due to but not limited by age, lack of proper repair of faulty construction.

SECTION II. Duty of Maintenance of Private Property

No person owning, leasing, occupying or having charge of any property shall maintain or keep any code violation thereon, nor shall any such person keep or maintain such property in a manner causing any diminution in the value of the other property in the neighborhood in which such property is located.

SECTION III. Unsightly Grass or Weeds

It shall be unlawful for the owner, occupant, or person having control or management of any property in McCracken County, Kentucky to permit code violation or health hazard to develop thereon through excessive growth of grass or weeds. Weeds and grasses in excess of ten (10) inches tall must be properly cut, and all noxious (harmful) weeds shall be prohibited. Agricultural and Gardening practices will be exempt from this section of the ordinance.

SECTION IV. Unlawful Dumping and/or Collection of Litter

- A. *It shall be unlawful* for the owner, occupant or person having control or management of any property in McCracken County, Kentucky to collect, throw or deposit litter of any kind in any way on public or private property except at the CWI Transfer Station located at 829 Burnett Street. However, depositing or dumping such litter in approved public receptacles or proper recycling facilities shall not be in violation of this section of the ordinance.
- B. The CWI Transfer Station located at 829 Burnett Street is hereby officially designated as the sole and exclusive permitted dumping site for all solid, non-hazardous waste material in McCracken County.
- C. McCracken County shall provide access for disposal of solid waste to all persons/residential households in the county by franchise, contract or permit with refuse haulers.

SECTION V. Unsafe Structure

- A. *It shall be unlawful* for the owner, occupant or person having control or management of any property in McCracken County to maintain any building, shed, fence or other man-made structure, which is dangerous to the public Health, Safety and Welfare because of its condition such as, but not limited to fire hazard or collapse, and which may cause or aid in the spread of disease or injury to the health of the occupants of it or neighboring structures.
- B. If a structure is vacant and unfit for human habitation or occupancy, but it not in danger of collapse, the Code Enforcement official may issue a notice of violation and order the structure to be closed up so as not to be an unsafe or attractive nuisance.

SECTION VI. Unsafe for Natural Conditions

It shall be unlawful for the owner, occupant or person having control or management of any property in McCracken County, Kentucky to maintain or keep any natural condition in a manner, which may cause disease or injury to anyone or any diminution in the value of other property.

SECTION VII. Modifications

Whenever there are practical difficulties involved in carrying out the provisions of this code, the McCracken County Code Enforcement Officer, or the McCracken County Property Maintenance Code Enforcement Appeals Board, shall have the authority to grant modifications for individual cases, provided the code official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lesson health, life and safety requirements. The detail of action granting modifications shall be recorded and entered in the department files.

SECTION VIII. Appeals Board

There is hereby established and created an Appeals Board of McCracken County, hereinafter, called the McCracken County Property Maintenance Code Enforcement Appeals Board for the purpose of hearing and deciding cases where any person subject to enforcement by this chapter alleges that there is an error by the Code Enforcement Officer.

A. Membership

1. The McCracken County Property Maintenance Code Appeals Board shall consist of five (5) members who shall be appointed by the McCracken County Judge Executive, subject to the approval of the McCracken County Fiscal Court. All members shall be residents of the unincorporated area of McCracken County.
2. The terms of office for the members of the McCracken County Property Maintenance Code Appeals Board shall be for three (3) year staggered terms with the initial appointments to be made as follows: one (1) member shall be appointed for a term of one (1) year, and two (2) members shall be appointed for a term of two (2) years, after which all members shall be appointed for a term of three (3) years or until their successors are appointed or qualified. Vacancies shall be filled in the same manner as original appointments are made. Members shall serve without compensation.
3. A majority of the members of the McCracken County Property Maintenance Code Appeals Board shall constitute a quorum for all purposes. A decision reached by a quorum of the McCracken County Property Maintenance Code Appeals Board present at a properly called meeting shall constitute a decision of the entire Board.
4. No employee of McCracken County or a member of the McCracken County Fiscal Court shall be appointed to the McCracken County Property Maintenance Code Appeals Board. No member of the Board shall hear an appeal in a case in which he has a financial interest. Service on another Board appointed by the County shall not disqualify a person a membership of this Board.

B. Duties of Board

1. The board shall have the power to hear and decide appeals where it is alleged by the any person that there is error in any order, requirement, decision, determination or refusal made by the enforcement officer or other administrative official in the carrying out of this chapter, and for interpretation of this chapter.

2. Upon receipt of an appeal from an alleged violator, the McCracken County Property Maintenance Code Appeals Board shall convene a hearing to consider the appeal within fifteen (15) days of the Code Enforcement Department's receipt of the notice of appeal. All parties to the appeal shall be notified of the time and place of the hearing by letter mailed by certified mail, no later than seven (7) days prior to the date of hearing. The Board shall render a decision within five (5) working days after the hearing.
3. At the hearing, the McCracken County Property Maintenance Code Appeals Board shall hear all relevant evidence and argument.
4. The Board may affirm, repeal or modify the order or decision of the Code Enforcement Officer.
 - I. Before any decision to affirm, repeal or modify a decision of the code official, the board must make written finding which shall be included with the record of the proceedings.
 - II. The Board shall not possess the power to grant any variance or waiver from the laws of the Commonwealth of Kentucky, or the ordinances of McCracken County.
5. The McCracken County Property Maintenance Code Appeals Board is authorized to promulgate its own rules and procedures consistent with this chapter.
6. Any interested party, including McCracken County Fiscal Court, wishing to appeal the determination of the McCracken County Property Maintenance Code Appeals Board shall have the right to appeal to a court of competent jurisdiction. Such appeal shall be filed within thirty (30) days of the date of the determination of the Board.

SECTION IX. Abatement of Violations

The owner, owners, tenants, lessees and/or occupants of the property within the limits of McCracken County upon which such violation is made, and also the owner, owners and/or lessees of said property personally involved in such violation (All of are herein after referred to collectively as "owners") shall abate said violation after having been given a ten (10) day written notice from the McCracken County Code Enforcement Officer directing the abatement of said violation. The afore said ten (10) day notice period will begin on the date notice is issued.

If the owner, within ten (10) day notice period of said notice, denies the existence of the said violation on his/her property, they may request in writing to have a hearing before the McCracken County Property Maintenance Code Appeals. Absent emergency condition further enforcement and abatement will be suspended until the appeals board reached a final decision. If the violation is not abated within the allowed fifteen (15) days, the Director of Code Enforcement or his designee will be authorized to send employees or hire contractors upon said property to remedy the violation. The McCracken County Code Enforcement Officer shall bring a lien against the said property for the reasonable value of labor and materials used in remedying such violation. The affidavit of the Code Enforcement Officer shall constitute prima facie evidence of the amount of the lien and the regularity of the proceeding pursuant to this

ordinance, and shall be recorded in the office of the County Clerk of McCracken County, Kentucky. The Director of Code Enforcement or Code Enforcement Officer may also bring criminal charges before the McCracken County District Court for enforcement of penalties hereinafter described.

SECTION X. Penalty for Failure to Abate Violation

If said owner allows said Code Violation to exist or fails to abate said violation they, and each of them, upon conviction there of shall be fined not less than twenty-five dollars (\$25.00), nor more than five hundred dollars (\$500.00) for each offense or be imprisoned in the McCracken County Jail for a period not exceeding one (1) year, or be both so fined and imprisoned. A separate offense shall be deemed committed on each day or on which such violation is permitted to exist.

SECTION XI. Adoption and Rescindment

The provisions of this ordinance are severable, and if any court of competent jurisdiction thereof shall hold any section, clause, sentence, part or provision illegal, invalid or unconstitutional such decision of the court shall not affect or impair the remaining sections, clauses, sentences, part or provisions of the ordinance. It is hereby declared to be the intent of the McCracken County Fiscal Court that this ordinance would not have been adopted if such illegal, invalid or unconstitutional section, clause, sentence, part of provision had not been included herein.

SECTION XII. Adoption and Rescindment

This ordinance shall be in full force and effect from and after its adoption. This ordinance revokes McCracken County Ordinances 87-2, 88-3, 2000-3 and 2000-12.

This is the 11th day of December, 2000.

Danny Orazine
McCracken County Judge Executive

Attest:

Randy Otey
McCracken County Clerk

First Reading 10/23/2000
Advertised 12/01/2000
Second Reading and Adoption 12/11/2000
Advertised 12/16/2000

COMMONWEALTH OF KENTUCKY
MCCRACKEN COUNTY FISCAL COURT
ORDINANCE NO. 2019 - 06

**AN ORDINANCE AMENDING ORDINANCE
NO. 2000-14 BY CREATING A NEW PROVISION
PROHIBITING THE UNLAWFUL DEPOSIT AND/OR
COLLECTION OF YARD WASTE UPON PUBLIC
ROADWAYS AND BY PROVIDING FOR THE
DEFINITION OF KEY TERMS NECESSARY IN THE
IMPLEMENTATION OF THE SAME**

WHEREAS, Kentucky Revised Statutes Section 67.083(3)(a),(c),(h),(i) and (t) expressly empower fiscal courts to enact ordinances in furtherance of the following governmental functions: abatement of public nuisances; public sanitation and vector control; conservation, preservation and enhancement of natural resources including water; control of floods and the provision and regulation of streets, roads and related facilities; and

WHEREAS, it is known through common lay experience as well as scientifically generated data that the presence of certain yard wastes, specifically grass clippings, upon the surface of roadways present the following injurious risks that fiscal courts are authorized to take action by the aforementioned statutory sections to address:

- a. Grass clippings, particularly fresh or otherwise saturated with moisture, present a public safety hazard to motorcyclists and bicyclists traversing roadways by the slickness of their nature potentially causing a motorcyclist or bicyclist to lose traction and crash. Previous engineering studies have calculated that the coefficient of friction of fresh/saturated grass clippings is comparatively nearly as slick as grease.
- b. Yard wastes, including specifically grass clippings, can have deleterious affects on public drainage works by exacerbating the risk of storm drains clogging and backing up during periods of heavy rainfall creating the potential for flooding and erosion.
- c. Certain yard wastes, particularly grass clippings, leach phosphorus and nitrogen into natural watercourses, promoting the growth of algae and otherwise polluting the natural watercourses. Additionally, if grass is treated with fertilizers or pesticides, greater contamination results.

WHEREAS, a detailed review of the McCracken County Code of Ordinances did not reveal an existing provision that provides a clear and unambiguous restriction upon the placement of yard waste upon publically traversed roadways, thereby necessitating the taking of formal action by the McCracken County Fiscal Court to address and curtail the injurious risks associated with the same.

NOW THEREFORE, BE IT ORDAINED BY THE FISCAL COURT OF THE COUNTY OF MCCRACKEN, COMMONWEALTH OF KENTUCKY, AS FOLLOWS:

Section 1. Amendment of Ordinance 2000-14, Section I. "Definitions".

Section I of Ordinance No. 2000-14, entitled "Definitions" shall be amended by adding the following defined terms:

Public Nuisance – Any condition existing or action taken or the failure to take required action in relation to property, premises, or buildings, both public and private, which poses a risk to the health, safety or welfare of the public, or creates substantial annoyance, inconvenience or risk of injury to the public. It is not required that the aforementioned results of any condition existing, action taken or failure to take required action affect the whole body of the public to constitute a public nuisance. A public nuisance exists under this definition if it operates upon such members of the public as are brought into contact with the nuisance.

Public Roadway – Any and all improved roadways, whether by asphalt, concrete, tar and chip or combination of the same or any like composite, that are subject to being traversed by the public without regard to the specific individual or entity that is charged with the maintenance, repair and improvement of the same.

Yard Waste – Any and all accumulations grass, shrubbery, vines, branches, limbs, leaves, cuttings and any other naturally created materials resulting from the care or maintenance of public, private, commercial or residential real property.

The amendment reflected in this section shall be incorporated into the standalone McCracken County Property Maintenance Code Ordinance and said Ordinance shall be transmitted to American Legal Publishing for the generation of an amended Chapter 110 of the McCracken County Code of Ordinances for inclusion in the McCracken County Ordinance Compilation.

Section 2. Amendment of Ordinance 2000-14, Section II. "Duty of Maintenance of Private Property".

Section II of Ordinance No. 2000-14, entitled "Duty of Maintenance of Private Property" shall be amended as follows:

No person owning, leasing, occupying or having charge of any property shall maintain ~~of or~~ keep any code violation thereon, nor shall any such person keep or maintain such property in a manner causing any diminution in the value of the other property in the neighborhood in which such property is located that constitutes a nuisance or public nuisance.

The amendment reflected in this section shall be incorporated into the standalone McCracken County Property Maintenance Code Ordinance and said Ordinance shall be

transmitted to American Legal Publishing for the generation of an amended Chapter 110 of the McCracken County Code of Ordinances for inclusion in the McCracken County Ordinance Compilation.

Section 3. Creation of a New Provision of Ordinance 2000-14 Prohibiting Unlawful Deposit and/or Collection of Yard Waste Upon Public Roadways.

A new provision shall be hereby created in Ordinance 2000-14 prohibiting the unlawful deposit and/ collection of yard waste upon public roadways with such section being designated as Section IV of the same. Newly created Section IV shall read as follows:

SECTION IV. Unlawful Deposit and/or Collection of Yard Waste Upon Public Roadways.

It shall be unlawful for any person to cause yard waste to be deposited and/or collected upon the surface of any public roadway. It shall be further unlawful for any owner, occupant or person having control of public, private, commercial or residential real property to fail to remove yard waste deposited and/or collected upon a public roadway adjacent to such property immediately upon gaining knowledge or reason to know that such condition exists.

The amendment reflected in this section shall be incorporated into the standalone McCracken County Property Maintenance Code Ordinance and said Ordinance shall be transmitted to American Legal Publishing for the generation of an amended Chapter 110 of the McCracken County Code of Ordinances for inclusion in the McCracken County Ordinance Compilation.

Section 4. Sequential Renumbering of Existing Sections of Ordinance 2000-14.

To accommodate the designation of the newly created provision set forth in Section 3 above as Section IV in the standalone McCracken County Property Maintenance Code Ordinance, the previously designated Section IV shall be renumbered to Section V and each subsequent section shall be sequentially renumbered in numerical order.

The amendment reflected in this section shall be incorporated into the standalone McCracken County Property Maintenance Code Ordinance and said Ordinance shall be transmitted to American Legal Publishing for the generation of an amended Chapter 110 of the McCracken County Code of Ordinances for inclusion in the McCracken County Ordinance Compilation.

Section 5. Severability.

If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected.

Section 6. Compliance With Open Meetings Laws.

The McCracken County Fiscal Court hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of said legislative body and that all deliberations of the Fiscal court, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

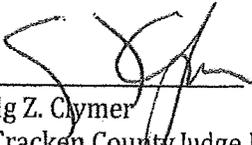
Section 7. Conflicts.

All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

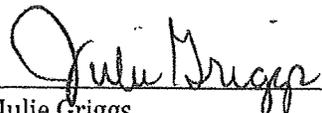
Section 8. Effective Date.

This Ordinance shall be read on two separate days, published pursuant to KRS Chapter 242, and become effective on 6-24-19.

MCCRACKEN COUNTY FISCAL COURT

BY: 
Craig Z. Clymer
McCracken County Judge Executive

ATTEST:


Julie Griggs
McCracken County Clerk

Introduced and publically read on 6-10-19.

Publically read and adopted on 6-24-19.

Recorded by County Clerk on _____.

Published by *The Paducah Sun* on 6-14-19 and 6-28-19

It is hereby Ordered that Pursuant to KRS Chapter 67, the reading of Ordinance No. 2019-06 shall be conducted in summary format as follows:

**MCCRACKEN COUNTY KENTUCKY
MCCRACKEN COUNTY FISCAL COURT
ORDINANCE NO. 2019-06**

**AN ORDINANCE AMENDING ORDINANCE
NO. 2000-14 BY CREATING A NEW PROVISION
PROHIBITING THE UNLAWFUL DEPOSIT AND/OR
COLLECTION OF YARD WASTE UPON PUBLIC
ROADWAYS AND BY PROVIDING FOR THE
DEFINITION OF KEY TERMS NECESSARY IN THE
IMPLIMENTATION OF THE SAME**

Summary: The action taken by the present Ordinance is expressly authorized by Kentucky Revised Statutes Section 67.083(3)(a),(c),(h),(i) and (t) which grant fiscal courts the power to enact ordinances in furtherance of the following governmental functions: abatement of public nuisances; public sanitation and vector control; conservation, preservation and enhancement of natural resources including water; control of floods and the provision and regulation of streets, roads and related facilities. The present ordinance prohibits the deposit and/or accumulation of yard waste upon public roadways in order to combat the public safety hazards posed by such condition upon motorcyclists and bicyclists, as well as negative impact by the same upon public drainage works and natural watercourses through the promotion of the growth of algae and introduction of pollutants.

Certification: It is hereby certified by the McCracken County Fiscal Court that the present summary represents an accurate official statement of the main points of and contents of Ordinance No. 2019-06.

Public Inspection: Ordinance No. 2019-06 shall be available for public inspection in its whole and complete form in the McCracken County Judge Executive's Office during ordinary business hours.

CHAPTER 3

ATTACHMENTS

**AGREEMENT FOR TRANSFER, TRANSPORT
AND DISPOSAL OF MUNICIPAL SOLID WASTE**

THIS AGREEMENT ("Agreement") made and entered into this 19 day of January 2016, by and between the **CITY OF PADUCAH, KENTUCKY**, a municipal corporation and body politic of the Commonwealth of Kentucky, P.O. Box 2267, Paducah, Kentucky 42002-2267, (hereinafter referred to as the "City") and **FREEDOM WASTE SERVICE, LLC**, a Kentucky limited liability company, with local offices located at 3426 State Route 45 South, Mayfield, Kentucky 42066 (hereinafter referred to as "Contractor");

WITNESSETH:

WHEREAS, the City's Solid Waste Division is responsible for the collection of residential and commercial waste within the City limits of Paducah; and

WHEREAS, the City desires to contract for long-term transfer station services, the transport and disposal of all municipal solid waste, and a safe and accessible citizen drop-off area for the deposition of recyclable products; and

WHEREAS, by Request for Proposals for Solid Waste Receipt, Transfer, Haul & Disposal, issued September 17, 2015, the City sought proposals to secure long-term transfer station services, transport and disposal services and a safe and accessible citizen drop-off area for the deposition of recyclable products; and

WHEREAS, after evaluating the proposals received, the City desires to contract with Contractor, as an independent contractor, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for the consideration hereinafter set forth, the City and Contractor agree as follows:

SECTION 1: DEFINITIONS:

For the purposes of this Agreement, the following terms shall apply:

- 1.1. **Acceptable Recyclable Material:** Shall mean paper, plastic, aluminum, tin, steel, and cardboard.
- 1.2. **Applicable Law:** Shall mean (1) any federal, state or local law, code or regulation; (2) any formally adopted and generally applicable rule, requirement, determination, standard, policy, implementation schedule or other order of any Governmental Body having appropriate jurisdiction; (3) any established interpretation of law or regulation

utilized by an appropriate Governmental Body if such interpretation is documented by such Governmental Body and both generally applicable and publicly available; and (4) Governmental Approvals, in each case having the force of law and applicable from time to time to the Transfer Station, the Disposal Facility, and the Backup Disposal Facility, the services provided by Contractor under this Agreement, or any other transaction or matter contemplated in this Agreement (including any of the foregoing which pertain to waste management, waste transportation, waste disposal, health, safety, fire, environmental protection, labor relations, building codes, the payment of prevailing or minimum wages and non-discrimination), now in effect, or hereafter enacted during the Contract Term.

1.3. **Approved Plans:** Has the meaning set forth in Section 2.1

1.4. **Backup Disposal Facility:** A landfill or similar facility approved by the City, operated in accordance with all Applicable Laws for handling Solid Waste, to which the Contractor transports Solid Waste from the Transfer Station for final disposal should the Disposal Facility be unable to receive Solid Waste for any reason. In order for the landfill or similar facility to be approved by the City the owner/operator shall maintain, at its sole expense, Owned and Non-Owned Disposal Site Pollution Legal Liability and Remediation/Cleanup with limits of \$1,000,000 per claim during the Contract Term.

1.5. **Billing Month:** Means each calendar month during the Contract Term, commencing the calendar month during which the Service Date occurs.

1.6. **C&D Waste:** Means wastes resulting from construction, remodeling, repair or demolition operations of structures and from road building.

1.7. **Citizen Drop-off Center:** A safe and adequately equipped facility for citizens to directly dispose of Acceptable Recyclable Material at the Transfer Station.

1.8. **Contract Term:** Has the meaning set forth in Section 5.

1.9. **Contract Year:** The first Contract Year shall be the period beginning on the Service Date and ending on the following July 31st. Thereafter, a Contract Year shall be the period beginning on August 1st and ending on the following July 31st.

1.10. **Contractor's Proposal:** Written terms, conditions, and costs for performing the work and submitted by Contractor on October 15, 2015 to the City in response to the City's RFP.

1.11. **City-Designated Personnel:** The City Manager and other City employees or agents designated by the City Manager.

1.12. **Construction Completion:** Has the meaning set forth in Section 2.2.1.

1.13. **Consumer Price Index or CPI:** The U.S. Department of Labor, Bureau of

Labor Statistics, Consumer Price Index for the South Region , All Items, All Urban Consumers (CPI-U), Not Seasonally Adjusted, and reported in the CPI Detailed Report Series Id: CUUR0300SA0.

1.14. **Consumer Price Index Adjustment Factor or CPI Adjustment Factor:** The pricing adjustment factor to be applied, when used with respect to a particular Contract Year, equal to the quotient derived by dividing (a) the average of the 12 monthly CPI values in the Contract Year preceding the Contract Year with respect to which a calculation is made, divided by (b) the average of the 12 monthly CPI values from January 2015 through and including December 2015.” The language following (b) in the example definition would result in the average 2015 CPI being used as the base upon which all future adjustments will be made (as opposed to a year-over-year change in CPI).

1.15. **Disposal Facility:** The City approves West Kentucky Landfill located in Graves County, Kentucky, a landfill, owned and operated by Jones Sanitation Holding, LLC, a Kentucky limited liability company (an affiliated company of the Contractor) to which the Contractor shall transport Solid Waste from the Transfer Station for final disposal; provided, however, the owner/operator shall maintain, at its sole expense, Owned and Non-Owned Disposal Site Pollution Legal Liability and Remediation/Cleanup with limits of \$1,000,000 per claim during the Contract Term. The owner/operator shall operate the Disposal Facility in accordance with Applicable Law for handling Solid Waste.

1.16. **Effective Date:** The date this Agreement is executed and delivered by the parties hereto.

1.17. **Emergency Solid Waste Processing:** An unexpected, serious occurrence or situation urgently requiring prompt action by the Contractor, such as but not limited to pending or post storm event processing of Solid Waste at the Transfer Station as a result of increased curbside collections.

1.18. **Fuel Adjustment Factor:** The pricing adjustment factor to be applied, when used with respect to a particular Contract Year, equal to the quotient derived by dividing (a) the average of the 12 monthly EIA Diesel All Types Prices – Midwest (PADD2) (the “EIA Diesel Prices”), as reported by the U.S. Energy Information Administration, values in the Contract Year preceding the Contract Year with respect to which a calculation is made, divided by (b) the average of the 12 monthly EIA Diesel Prices values from January 2015 through and including December 2015.

1.19. **Governmental Approval:** All orders of approval, permits, licenses, authorizations, consents, certifications, exemptions, rulings, entitlements and approvals issues by a Governmental Body of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Contractor’s obligations under this Agreement.

1.20. **Governmental Body or Governmental Bodies:** Any federal, state,

regional or local legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any official thereof having jurisdiction.

1.21. **Moderate Risk Waste:** means any waste that exhibits any of the properties of hazardous waste but is exempt from regulation under Applicable Law solely because the waste is generated in quantities below the threshold for regulation.

1.22. **Request for Proposals or RFP:** Means the Request for Proposals for Transfer Station Receipt, Transfer, Haul and Disposal of Municipal Solid Waste dated September 17, 2015, and any Addenda or amendments thereto.

1.23. **Scales Facility:** The scale house and weighing truck scales operated, maintained, repaired, and replaced by the Contractor and located at the Transfer Station for weighing Solid Waste deliveries. The Contractor shall utilize scales approved and certified by the Commonwealth of Kentucky.

1.24. **Service Date:** Has the meaning set forth in Section 2.2.1.

1.25. **Service Fee:** Has the meaning set forth in Section 4.1.

1.26. **Solid Waste:** Means all municipal solid waste such as garbage, refuse, rubbish and other materials and substances discarded as being spent, useless, worthless or in excess to the generator thereof at the time of such discard or rejection and which are normally disposed of by or collected from residential (single family and multi-family), commercial, industrial, governmental and institutional establishments (including small quantities of hazardous material or medical waste but only to the extent permitted by Applicable Law), which are acceptable now or in the future at the Transfer Stations under Applicable Law. Solid Waste includes Acceptable Recyclable Material, Moderate Risk Waste, White Goods, and C&D Waste.

1.27. **Ton:** shall mean 2,000 pounds.

1.28. **Transfer Station:** The Contractor's facility having all Governmental Approvals required by Applicable Law located on the Transfer Station Site, where Solid Waste is deposited from collection vehicles and transferred to waste hauling vehicles to be transported to the Disposal Facility, including without limitation the Citizen Drop-off Center and the Scales Facility.

1.29. **Transfer Station Site:** Means the parcel of land, consisting of 5 acres, located off of Potter Lane within Paducah, McCracken County, Kentucky, on which the Transfer Station is to be located.

1.30. **Unacceptable Waste:** Shall mean "hazardous substance" as defined under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq. and "hazardous waste" as defined under the Resource

Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.

1.31. **Uncontrollable Circumstance:** Any cause beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement, and that materially interferes with or materially increases the cost of performing its obligations hereunder (other than payment obligations), to the extent that such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Agreement on the part of such party. Subject to the foregoing, Uncontrollable Circumstances may include without limitation the following: acts of God, war, riot, fire, explosion, wind storm, flood, earthquakes, or action by a Governmental Body not party to this Agreement. Uncontrollable Circumstances shall not include without limitation any act, event, or circumstance that would not have occurred if the affected party had complied with its obligations hereunder; changes in interest rates, inflation rates, wage rates, insurance costs, currency values, labor availability, exchange rates or other economic conditions; changes in the financial condition of the City, the Contractor, any subcontractor, any of the Contractor's affiliates or any other person in the performance of this Agreement; weather conditions normal for the geographic region of the City; strikes, labor disputes, work slowdowns, work stoppages, boycotts or other similar labor disruptions by employees; or equipment failure.

1.32. **White Goods:** Means residential appliances, including water heaters, washers, water tanks, dryers, stoves, refrigerators, and electronics.

SECTION 2: SCOPE OF SERVICES - RESPONSIBILITIES OF CONTRACTOR

The Contractor shall furnish the following services and during the Contract Term shall be responsible for the following:

2.1. The Contractor shall, in accordance with this Agreement, design, construct, operate, maintain, and replace, at its sole cost and expense, a Transfer Station on the Transfer Station Site, which shall include without limitation a Citizen Drop-off Center and Scales Facility. The Transfer Station shall be designed, constructed, operated, maintained, repaired and replaced by the Contractor in order to fully satisfy the scope of services and its responsibilities under this Agreement and in accordance with the site plan, specifications, drawings, and other details approved by the Contractor and the City, all of which are attached hereto and made a part hereof as **Schedule 1** (the "Approved Plans"), which Approved Plans shall include without limitation the location and traffic plan associated with the Citizens Drop-off Center to ensure safety by separating citizens and collection vehicles routes of travel while on the Transfer Station Site. At all times during the Contract Term, the Contractor shall own or otherwise have control of the Transfer Station. The Transfer Station shall at all times during the Contract Term have and comply with all Governmental Approvals in order to permit it to be used for the purposes contemplated by this Agreement in compliance with all Applicable Law.

2.2. The construction of the Transfer Station shall be as follows:

2.2.1. The construction schedule shall be as set forth in the Contractor's Proposal, except that the Construction Completion Date for the Transfer Station shall be mutually agreed upon but shall be no later than August 1, 2016. The Construction Completion Date shall be the date that the Transfer Station, built in compliance with the Approved Plans and having all Governmental Approvals, is open and available for the Contractor to begin accepting deliveries of Solid Waste and performing its obligations related thereto hereunder and shall also constitute the "Service Date".

2.2.2. If the Service Date does not occur on or before August 1, 2016 (as extended only due to the occurrence of an Uncontrollable Circumstances), the Contractor shall pay the City delay liquidated damages in the amount of \$1,000.00 per day for each day of such delay. The City may invoice the Contractor for such liquidated damages on a weekly basis, and such invoices will be due and payable by the Contractor within ten days following receipt of the invoice. The failure of the Contractor to have achieved the Service Date by October 1, 2016 shall constitute a material default by the Contractor and the City, by notice to the Contractor, may (notwithstanding anything to the contrary in Section 18) terminate this Agreement without any requirement of having given notice previously or of providing any further cure opportunity.

2.2.3. The Contractor shall meet all Applicable Law in respect to the final design, construction, and Governmental Approvals of the Transfer Station.

2.2.4. The Contractor is solely responsible for the financing and payment of all costs of the design and construction of the Transfer Station and construction of ingress and egress, sitework and utilities to the Transfer Station, including without limitation roads and landscaping.

2.2.5. The Citizens Drop-off Center shall have paved or concrete surfaces for all container and traffic areas to minimize dust and debris accumulation and shall be maintained in a clean and orderly manner at all times, and shall be adequately lit during times of extended hours of operation. The City shall have approval rights with respect to the location and traffic plan associated with the Citizens Drop-off Center to ensure safety by separating citizens and collection vehicles routes of travel while on the Transfer Station Site.

2.3. The Contractor shall furnish at its own cost and expense all labor, materials, supplies and equipment needed to operate and maintain the Transfer Station for the receipt of Solid Waste in accordance with Applicable Law.

2.4. All Solid Waste delivered by City or City residents and businesses to the Transfer Station operated by Contractor under the terms of this Agreement shall be received, safely managed, and loaded into transfer trailers by the Contractor for hauling and disposal at the Disposal Facility or Backup Disposal Facility on the same day such Solid Waste is delivered to the Transfer Station. Except as provided in Section 2.5, all Solid Waste shall be removed from

the Transfer Station each day. The Contractor shall provide for the proper hauling and disposal of all Solid Waste delivered by the City or its residents to the Disposal Facility and the Backup Disposal Facility, in accordance with all terms and conditions of this Agreement. The Contractor shall only dispose of Solid Waste at the Disposal Facility or Backup Disposal Facility, and at no other disposal location without the prior written consent of the City.

2.5. In the event that the Contractor fails to comply with its obligations to accept all Solid Waste (unless failure is due to the occurrence of a Uncontrollable Circumstances) or fails to dispose of Solid Waste at only a City approved disposal facility), the Contractor shall pay the City liquidated damages in the amount of (i) either \$50.00 per ton of rejected Solid Waste or all out-of-pocket costs incurred by the City in disposing of the rejected Solid Waste at another transfer station or disposal site, including without limitation service fees and transport costs, whichever is more, or (ii) \$100.00 per ton of improperly disposed of Solid Waste. The City may invoice the Contractor for such liquidated damages on a weekly basis, and such invoices will be due and payable by the Contractor within ten days following receipt of the invoice. Except to the extent excused due to an Uncontrollable Circumstance, the failure or refusal of the Contractor to accept, process and dispose of Solid Waste during normal operating hours (i) for a 24-hour period (other than Holidays) at the Transfer Station, or (ii) for a period of seven consecutive days (excluding Holidays) at the Transfer Station shall constitute a material default by the Contractor and the City may (notwithstanding anything to the contrary in Section 18) terminate this Agreement without any requirement of having given notice previously or of providing any further cure opportunity.

2.6. The Contractor shall be responsible for the weighing, transportation, marketing and disposal of segregated Recyclable Materials, Moderate Risk Waste and White Goods delivered to and accepted at the Transfer Station (including the Citizens Drop-off Center) from the Transfer Station to appropriate City-approved disposal sites for disposition, including end-use markets, in accordance with Applicable Law. Prior to disposal or recycling of any White Goods, the Contractor shall remove refrigerants and other hazardous components from all such White Goods accepted at the Transfer Station in accordance with the Applicable Law. The Contractor acknowledges that the Service Fee paid in accordance with Section 4 includes all compensation to which the Contractor is entitled on account of all transportation and disposal costs. The Contractor may retain the revenue generated from the marketing of recovered Recyclable Materials, Moderate Risk Waste and White Goods, however, the Contractor is to provide to the City written verification reports as to the quantities of the Acceptable Recyclable Material and income and expense statements for record keeping purposes.

2.7. The Contractor shall schedule its employees in such a manner so as to avoid delays and back-ups in receiving Solid Waste at the Transfer Station. At least two (2) employees shall be available at the Transfer Station during operating hours, which shall be as set forth below:

2.7.1. Monday through Friday 7:00 a.m. to 4:00 p.m.

2.7.2. Saturday

7:00 a.m. to Noon¹.

2.7.3. The Contractor's offices shall be opened from 8 a.m. to 5 p.m. Monday through Friday to handle customer service questions and problems and an answering service, in direct contact with the managers and owners of the Contractor, shall handle after normal operating hour questions and problems.

2.8. The Transfer Station shall be open on all days, except for Sundays and the following holidays unless otherwise agreed upon by the City and Contractor:

2.8.1. New Year's Day

2.8.2. Thanksgiving Day

2.8.3. Christmas Day

2.9. At the Scales Facility, the Contractor shall weigh all vehicles delivering Solid Waste to the Transfer Station by the City before and after the transfer of Solid Waste into the transfer trailers. At the Scales Facility, the Contractor shall also weigh Recyclable Materials, Moderate Risk Waste and White Goods delivered to and accepted at the Transfer Station (including the Citizens Drop-off Center). Such weighing method shall be approved by the City prior to implementation. The City shall have the right to test the accuracy of scales at reasonable times and without unreasonable interference with operations of the Transfer Facility. In the event the weighing scales become inoperable, the Contractor shall repair and/or replace the scales within a commercially reasonable time, not to exceed seven (7) calendar days. During scales breakdown, the City shall provide a reasonable estimate by (a) weighing the collection vehicle at a City facility, (b) using the historical records of the weight of Solid Waste delivered to the Transfer Station for a comparable period during the preceding Contract Year, or (c) any other reasonable means that the City deems appropriate.

2.10. The Contractor shall maintain daily records of the number of Tons of Solid Waste delivered by the City to the Transfer Station and the number of Tons of Solid Waste transported from the Transfer Station to the Disposal Facility, indicating, in each case and to the extent practicable, the date and time of arrival or departure of each City vehicle transporting such waste, with appropriate identification of each vehicle.

2.11. The Contractor shall assist City with Emergency Solid Waste Processing of Acceptable Waste prior to and after storm events or other emergencies within the normal scope of services defined in this section.

2.12. Prior to the Service Date, the Contractor shall own or have right to use the Backup Disposal Facility and shall develop an emergency backup plan, acceptable to the City, in

¹ All times described in this Agreement shall be Central Standard Time.

the event the Disposal Facility is unavailable for disposal at any time during the Contract Term. The Service Fees set forth in Section 4 apply to the Backup Disposal Facility. Also, prior to the Service Date, the Contractor shall notify the City in writing of the location of the Backup Disposal Facility. In the event the location of the Backup Disposal Facility is changed, the Contractor shall provide the City with written notice of the new location at least thirty (30) days prior to such the implementation of such change.

2.13. The Contractor shall furnish, at its sole cost and expense, all personnel, tractors, trailers, licenses, Governmental Approvals, equipment and other requirements necessary to transport all Solid Waste received at the Transfer Station to the Disposal Facility or Backup Disposal Facility. The Contractor shall provide sufficient number of trailers to transport all Solid Waste, with the capacity to transport the Acceptable Recyclable Material (in addition to any other waste it is obligated or may be obligated to transport) for the Contract Term.

2.14. The Contractor shall provide for the receipt, processing and sale of all Acceptable Recyclable Material delivered to the Citizens Drop-off Center by the City or its residents. The Contractor shall, at its sole cost and expense, operate the Citizens Drop-off Center with its own staff, (ii) furnish and maintain roll-off or other containers for collection of Acceptable Recyclable Material, and (iii) arrange for the removal and disposal of such Acceptable Recyclable Material.”

2.15. The Contractor shall provide for the control of insects, rodents and other vectors, and shall employ whatever means necessary to minimize the generation and migration of nuisance litter and debris throughout the Transfer Station on a daily basis.

2.16. The services to be performed under this Agreement by the Contractor shall be performed under all weather conditions. Further, in the event of inclement weather, the Contractor shall be responsible for taking measures necessary (e.g. plowing) to allow for ingress and egress into and within the Transfer Station Site.

SECTION 3: RESPONSIBILITIES OF THE CITY

3.1. The City shall deliver all Solid Waste collected by or on behalf of the City to the Transfer Station during the Contract Term.

3.2. The City makes no representation or guarantee as to the actual quantity or type of Solid Waste to be delivered to the Transfer Station pursuant to this Agreement. The City shall not be liable in damages for any failure to deliver, or cause to be delivered, Solid Waste to the Transfer Station.

3.3 The City shall pay the Service Fee and any other amounts due the Contractor in accordance with the terms and conditions of this Agreement.

3.4 Nothing in this Agreement will be deemed to restrict the right of the City to practice source separation for the recovery, recycling or composting of waste nor the right of the City to conduct, sponsor, encourage or require such source separation. The City will not be responsible or liable for any reduction in the amount of Solid Waste generated in the City and delivered to the Transfer Station by the City, which may result from any such source separation or recycling program.

SECTION 4: CONSIDERATION FOR TRANSFER STATION OPERATION

4.1 As the sole compensation for the Contractor's performance of the services described in Section 2 of this Agreement, beginning on the Service Date the City shall pay the Contractor a service fee in accordance with this Section 4 (the "Service Fee"). For each Billing Month, the City shall pay the Contractor the Service Fee in an amount equal to the sum of (a) the amount determined pursuant to Section 4.1.1 for the amount of Solid Waste (other than Acceptable Recyclable Material) delivered by the City to the Transfer Station during such Billing Month, and (b) the amount determined pursuant to Section 4.1.2 for the amount of Acceptable Recyclable Material delivered to the Citizen Drop-off Center during such Billing Month.

4.1.1. The City shall pay the Contractor a base unit fee of **\$34.95 per Ton** to receive, transfer, process, transport and dispose of all Solid Waste delivered to the Transfer Station by the City. The foregoing amount shall be in effect through July 31, 2017 and shall thereafter be adjusted at the start of each Contract Year as described in Section 4.2.

4.1.2. The City shall pay the Contractor a base unit fee of **\$40.00 per Ton** to receive, transfer, process, transport and sell all Acceptable Recyclable Material delivered to the Citizen Drop-off Center. The foregoing amount shall be in effect through July 31, 2017 and shall thereafter be adjusted at the start of each Contract Year as described in Section 4.2.

4.2. The base unit fees described above in Sections 4.1.1 and 4.1.2 shall be adjusted annually as follows:

4.2.1. 70 % of base unit fees shall be adjusted on August 1, 2017 and on August 1st of each Contract Year thereafter during the Contract Term by multiplying each of the base unit fees specified in Sections 4.1.1 and 4.1.2 by the CPI Adjustment Factor.

4.2.2. 30 % of base unit fees shall be adjusted on August 1, 2017 and on August 1st of each Contract Year thereafter during the Contract Term by multiplying each of the base unit Service Fees specified in Sections 4.1.1 and 4.1.2 by the Fuel Adjustment Factor

4.2.3. For each Contract Year, the aggregate annual increase or decrease to the base unit Service Fees specified in Sections 4.1.1 and 4.1.2 calculated under this provision shall be subject to a maximum increase and a maximum decrease equal to six percent (6%) greater or lower, as applicable, of the base unit Service Fees in effect

during the prior Contract Year.”

4.3. The Contractor shall submit a single invoice to the City for each Billing Month no later than the fifteenth day following the conclusion of such Billing Month. This monthly invoice will be paid by the City within thirty (30) days of the receipt of an approvable invoice for the Billing Month. The invoice shall be accompanied by an itemization and summary of the Tons of all Solid Waste delivered by the City and Acceptable Recyclable Material delivered by residents of the City to the Transfer Station and the Citizen Drop-off Center during the Billing Month.

4.4. Except as otherwise provided herein for Acceptable Recyclable Material delivered to the Citizen Drop-off Center (for which the Contractor shall be compensated pursuant to Section 4.1.2), the Contractor may impose the fees or charges set forth in Schedule 2 to this Agreement upon City residents and businesses for deliveries of Solid Waste to the Transfer Station. All such charges shall be subject to the annual adjustments set forth in Section 4.2 of this Agreement. The Contractor shall be responsible for billing and collection of such fees and the City shall have no liability therefor.

SECTION 5: CONTRACT TERM

This Agreement shall become effective on the Effective Date and shall continue in effect until the tenth anniversary of the Service Date, and may be extended, at the sole discretion of the City, on the same conditions as set forth in this Agreement, for two (2) additional five-year periods; provided, however, the City provides Contractor with written notice of its election to renew at least sixty (60) days prior to the expiration of the then existing Contract Term hereunder, unless earlier terminated pursuant to the termination provisions of Section 19, in which event the Contract Term shall be deemed to have ended as of the date of such termination. At the end of the Contract Term, all obligations of the parties hereunder will terminate except as provided in Section 28.

SECTION 6: INSPECTIONS

Contractor agrees to permit City-Designated Personnel to inspect its routes, transfer station facilities, disposal and hauling equipment, complaint logs, or procedures to the extent that such pertain to the performance of this Agreement. The City shall have the right, at any time and at any place, to search Solid Waste delivered to the Transfer Station for personal property retrieval or law enforcement purposes. This right shall in no way be restricted by the Contractor and shall extend to the Disposal Facility and the Backup Disposal Facility as well as vehicles carrying such Solid Waste at any point along the route to the Disposal Facility and the Backup Disposal Facility. The Contractor shall cooperate and assist the City in this regard. Such cooperation and assistance shall include diverting vehicles carrying Solid Waste in transport, producing Solid Waste for inspection by the City and identifying the location of Solid Waste deposited at the Disposal Facility and the Backup Disposal Facility.

SECTION 7: PERFORMANCE BOND

7.1 Upon execution of this Agreement, Contractor shall furnish to the City a performance bond, in the form attached hereto as **Schedule 3** for the faithful performance of this Agreement by the Contractor and all Contractor obligations arising hereunder in the amount of \$1,500,000.00. The cost and expense of obtaining and maintaining the bond under this Section 7 shall be borne by the Contractor without additional reimbursement from the City.

7.2 A surety company licensed to do business in the Commonwealth of Kentucky and acceptable to the City shall issue the bond. A certificate from the surety company showing that the bond premiums are paid in full shall accompany the bond. The bond shall be extended annually thirty (30) days in advance of each Contract Year in an amount of \$1,500,000.00, and shall remain in effect for a period of time ninety (90) days following the expiration or termination of this Agreement.

SECTION 8: INDEPENDENT CONTRACTOR

The Contractor shall perform all work and services described in this Agreement as an independent contractor and not as an officer, agent, servant or employee of the City. Except as otherwise provided under this Agreement, Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same, and nothing herein shall be construed as creating a partnership or joint venture between the City and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City, and no such person shall be entitled to any benefits available or granted to employees of the City.

SECTION 9: COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall be required to perform all services under this Agreement in compliance with and shall qualify under any and all Applicable Law, and shall cause all subcontractors approved by the City in accordance with Section 13 to comply with any and all Applicable Law. If at any time the Contractor fails to meet these requirements, it shall take immediate actions necessary to remedy such failure, shall pay any resulting damages, penalties and fines and, pursuant to Section 17, shall indemnify and hold harmless the City Indemnitees from any loss and expense resulting therefrom.

SECTION 10: GOVERNMENTAL APPROVALS

Contractor at its sole cost and expense, shall maintain throughout the term of this Agreement all Governmental Approvals necessary or required for Contractor to perform the work and services described herein, as required by Governmental Bodies and Applicable Law.

SECTION 11: LAW TO GOVERN; FORUM SELECTION

This Agreement is entered into and is to be performed in the Commonwealth of Kentucky. The City and Contractor agree that the laws of the Commonwealth of Kentucky shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. Any legal action arising from or relating in any way to this Agreement shall have venue exclusively in the state courts of McCracken County, Kentucky.

SECTION 12: EMERGENCIES

In the event of an emergency, including fire, weather, environmental, health, safety and other potential emergency conditions, the Contractor shall: (1) provide appropriate notifications to the City and the Governmental Bodies having jurisdiction and shall facilitate coordinated emergency response actions by the City and all such other appropriate Governmental Bodies; (2) undertake necessary spill prevention and response measures; (3) assure timely availability of all personnel required to respond to any emergency; and (4) otherwise comply with this Agreement.

SECTION 13: SUBCONTRACTORS

The Contractor hereby agrees that no subcontractor will be used to perform any of the services to be provided to the City under this Agreement without written approval of the City. The Contractor further agrees that any subcontractor shall meet all City requirements imposed on the Contractor. The Contractor may use temporary employees from temporary employment agencies. The Contractor shall retain full responsibility to the City under this Agreement notwithstanding the execution or terms and conditions of any subcontract, and no failure of any subcontract used by the Contractor shall relieve the Contractor from its obligations hereunder. The Contractor's indemnity obligations under Section 17 shall extend to all claims for payment of damages by any subcontractor who furnishes or claims to have furnished any labor, services, materials or equipment in connection with the services performed under this Agreement.

SECTION 14: NON-ASSIGNMENT

The Contractor shall not assign, transfer, convey, or otherwise hypothecate this Agreement or its rights, duties or obligation hereunder or any part thereof without the prior written consent of the City.

SECTION 15: INSURANCE

The Contractor shall obtain and maintain, at its sole cost, throughout the Contract Term of this Agreement, at Contractor sole cost and expense, not less than the insurance coverage set forth below, in addition to the insurance required by Applicable Law, from an insurance company authorized to write casualty insurance in the Commonwealth of Kentucky and having a minimum rating of "A-VII" in the Best Key Rating Guide published by A.M. Best & Co., Inc., as will protect itself, its subcontractors, the City, including officials, agents and employees of the City, from claims for bodily injury, death, property damage, or environmental liability which may arise from operations and services performed under this Agreement. Each

insurance policy (excluding Worker's Compensation) shall name the City as additional insured. The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Section, and shall have filed the certificates of insurance or a certified copy of the insurance policies with the City. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without ten (10) days written notice to the City of intention to cancel.

1. Commercial General Liability on an occurrence basis, covering bodily injury, personal injury, advertising injury and property damage including loss of use, with minimum limits of:

- a. \$2,000,000 Minimum General Aggregate;
- b. \$2,000,000 Products & Complete Aggregate;
- c. \$1,000,000 Personal & Advertising; and
- d. \$1,000,000 each occurrence.

The Commercial General Liability insurance shall include coverage for on-premises and off-premises operations, contractual liability, broad form property damage and professional liability.

The Commercial General Liability insurance (other than professional liability) shall be written on an occurrence basis and shall not be written on a claims-made basis.

Coverage shall be written on current/latest edition of ISO CG0001 or its equivalent. The City shall be named as an additional insured for ongoing as well as completed operations using the latest edition of ISO endorsements CG2010 and CG2037.

2. Business Automobile Liability insurance coverage, or its equivalent, covering liability arising out of the ownership, maintenance, operation, or use of any owned, non-owned and hired automobiles in connection with this Agreement with a combined single limit for bodily injury and property damage of \$1,000,000 each occurrence.

Coverage shall be written on latest edition of ISO CA0020 including CA 9948 or its equivalent.. Coverage shall include the MCS-90 endorsement.

3. Employers Liability with minimum limits of:

- a. \$1,000,000 Each Accident for Bodily Injury;
- b. \$500,000 Policy limit for Bodily Injury by Disease; and
- c. \$1,000,000 Each Employee bodily Injury by Disease.

4. The insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements:

- a. Policy contains no deductible clauses -or-

b. Policy contains \$ 1,000.00 deductible property damage clause; however, insurance company will pay claim and collect the deductible from the Contractor.

c. Higher environmental liability deductibles are acceptable with the prior written approval of the City

5. Kentucky Worker's Compensation Insurance to meet the statutory requirements of the commonwealth of Kentucky: The Contractor shall furnish evidence of coverage of all employees by executing and delivering to the City the Form included in the specifications.

6. All risk property and casualty insurance for the replacement value of the Transfer Station including without limitation the Scales Facility and the Citizen Drop-off Center, and all equipment, vehicles, and other related assets to the Contractor's business operation.

7. Environmental Liability coverage as follows:

a. \$1,000,000.00 - Pollution Legal Liability and Remediation Legal Liability coverage on the Transfer Station and/or Transfer Station Site;

b. \$1,000,000.00 - Auto Pollution Liability and Contingent Transportation coverage for each occurrence during the transportation of the Solid Waste; and

c. \$1,000,000.00 - Owned and Non-Owned Disposal Site Pollution Legal Liability and Remediation/Cleanup coverage and Contingent Transportation Pollution Liability coverage on the Disposal Facility and the Backup Disposal Facility.

All subcontractors must meet the same minimum insurance requirements. Copies of all such insurance policy or policies shall be on file with the City prior to the Service Date and annually at the commencement of each Contract Year.

SECTION 16: SAFETY AND SECURITY

16.1. The Contractor shall maintain the safety of the operations of the Transfer Station at a level consistent with Applicable Law. Without limiting the foregoing, the Contractor shall: (1) take all precautions for the safety of, and provide all reasonable protection to prevent damage, injury or loss by reason of or related to the operation of the Transfer Station to, (a) all employees working at the Transfer Station and all other persons who may be involved in the operation and maintenance of the Transfer Station, (b) all customers and visitors to the Transfer Station; (2) establish and enforce all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards and promulgating safety regulations; (3) give all notices and comply with all Applicable Law relating to the safety of persons or property or their protection from damage, injury or loss; (4) designate qualified and responsible employee(s) whose duty shall be the supervision of safety, the prevention of fire and accidents and the coordination of such activities as shall be necessary with Applicable Law and City officials; and (5) provide for safe and orderly vehicular movements.

16.2. The Contractor shall be responsible for the security of the Transfer Station, including the safe storage and security of Contractor's equipment, and shall maintain suitable fences, gates and locks at the Transfer Station. The Contractor shall guard against and be responsible for all damage or injury to such properties caused by trespass, negligence, vandalism

or malicious mischief of third parties. The Contractor shall prepare a Safety and Security Plan that will be reviewed by the parties annually and updated when necessary.

SECTION 17: INDEMNIFICATION

17.1. The Contractor covenants and agrees to indemnify, defend, hold harmless, and render whole the City and its elected officials, appointed officers, directors, employees, representatives, agents, consultants and contractors (each, a "City Indemnitee") for (and pay the full amount of) any loss, cost, and expense, including attorney fees, which are incurred by the City Indemnitee for reason of the Contractor's failure to properly perform under this Agreement. Additionally, it is expressly agreed and understood that the Contractor shall at all times indemnify and save the City Indemnitee harmless from (and pay the full amount of) any and all loss or damage which may be sustained by the City Indemnitee by reason of any negligent act or omission committed by the Contractor, and/or its employees and agents, in the performance of its work hereunder. The Contractor shall indemnify and save the City Indemnitee harmless from (and pay the full amount of) any and all claims, demands, and causes of action arising either directly or indirectly from any of such negligent act or omission including but not limited to claims by third parties for property damage or personal injury.

17.2. Notwithstanding the foregoing provisions, in the event loss or damage incurred by the City Indemnitee or claims, demands, or causes of action asserted against the City Indemnitee is attributable to the sole negligence of the City Indemnitee the foregoing provisions shall not apply, but rather, the parties shall have such rights and remedies as provided by law.

17.3. The Contractor's indemnification obligations hereunder shall also include reimbursement to the City Indemnitee for any attorney fees and court costs incurred by the City Indemnitee by reason of making a claim for loss or damage or by reason of the assertion of any claims, demands, or causes of action against it

SECTION 18: EVENTS OF DEFAULT BY THE CONTRACTOR

18.1. In the event the Contractor defaults in the performance of any of the material, covenants or agreements to be kept, done, or performed by it under the terms of this Agreement, the City at its option may notify the Contractor in writing of the nature of such default. Within fifteen (15) days following such notice,

18.1.1. the Contractor shall correct the default; or

18.1.2. in the event of a default not capable of being corrected within fifteen (15) days, the Contractor shall commence correcting the default within fifteen (15) days of the City's notification. The City, in its unreviewable discretion, may grant an extension of time for the correction of the default or for the commencement of actions to correct the default providing that, in the City's reasonable judgment, the Contractor is diligently pursuing a correction, but in no event shall this extension be longer than (40) days from the City's notification.

18.2. If the Contractor fails to correct the default as provided above, the City, without further notice, shall have all of the following rights which the City may exercise singly or in combination, in addition to any other right or remedy allowed by Applicable Law:

18.2.1. the right to declare that this Agreement, together with all rights granted the Contractor hereunder, are terminated effective upon such date as the City shall designate; and

18.2.2. the right to contract with others to perform the services otherwise to be performed by the Contractor, or to perform such services itself, in which event the Contractor shall be liable to the City for the costs expended by the City to secure such performance; and

18.2.3. the right to pursue all legal and equitable remedies against the Contractor and/or on its bond posted under Section 8 hereof to recover the costs, expenses, and losses by such default.

18.3. Each of the following will constitute a default by the Contractor upon which the City, by notice to the Contractor, may terminate this Agreement without any requirement of having given notice previously or of providing the cure opportunity set forth in Section 18.1:

18.3.1. The failure of the Contractor to have achieved the Service Date by October 1, 2016.

18.3.2. Failure to maintain the insurance as required by Section 15 or bonds required as set forth in Section 7 of this Agreement.

18.3.3. Declaration of voluntary or involuntary bankruptcy.

18.3.4. The insolvency of the Contractor as determined under the Bankruptcy Code.

18.3.5. Except to the extent excused due to an Uncontrollable Circumstance, the failure or refusal of the Contractor to accept, process and dispose of Solid Waste during normal operating hours (i) for a 24-hour period (other than Holidays) at the Transfer Station, or (ii) for a period of seven consecutive days (excluding Holidays) at the Transfer Station.

18.4. The right of termination provided under this Section 18 upon default by the Contractor is not exclusive. If this Agreement is terminated by the City for a default by the Contractor, the City shall have the right to pursue a cause of action for actual damages and to exercise all other remedies which are available to it under this Agreement, under the bond set forth in Section 7 and under Applicable Law.

18.5. Termination of this Agreement pursuant to this Section will not relieve the Contractor or its Surety from liability for liquidated damages provided under this Agreement. The Contractor shall be liable for all liquidated damages that have accrued up to the

termination date. The parties acknowledge and agree that such liquidated damages are intended solely to compensate the City for costs and expenses associated with the specific circumstances identified in the specific provisions providing for such liquidated damages and are not intended to liquidate all damages that the City is likely to suffer in the event of a Contractor Event of Default under this Article. Accordingly, except with respect to damages relating solely to the specific circumstances for which liquidated damages are provided under this Agreement, the payment of any such liquidated damages by the Contractor will not serve to limit or otherwise affect the City's right to pursue and recover damages under subsection (C) of this Section.

18.6 In the event of breach or default, the non-breaching/non-defaulting party shall also be entitled to recover any costs and expenses incurred in interpreting and enforcing this Agreement, including any court costs, expenses, and reasonable attorney fees.

SECTION 19: EVENTS OF DEFAULT BY THE CITY

19.1. Each of the following shall constitute a default by the City upon which the Contractor, by written notice and an opportunity to cure to the City, may terminate this Agreement:

19.1.1. Any representation or warranty of the City hereunder was false or inaccurate in any material respect when made, and the legality of this Agreement or the ability of the City to carry out its obligations hereunder is thereby adversely affected.

19.1.2. The failure, refusal or other default by the City in its duty to pay an amount required to be paid to the Contractor under this Agreement within 60 days following the due date for such payment.

19.2. No such default described in this Section 19 will give the Contractor the right to terminate this Agreement for cause unless:

19.2.1. The Contractor has given prior written notice to the City stating that a specified default has occurred, which gives the Contractor a right to terminate this Agreement for cause under this Section, and describing the default in reasonable detail; and

19.2.2. The City has neither challenged in an appropriate forum the Contractor's conclusion that such default has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such default within a reasonable period of time not to exceed 30 days after the date of the notice given pursuant to the preceding paragraph (but if the City shall have diligently taken steps to correct such default within a reasonable period of time, the same shall not constitute a default giving the Contractor a right to terminate this Agreement for as long as the City is continuing to take such steps to correct such default).

19.3. In the event of breach or default, the non-breaching/non-defaulting party shall also be entitled to recover any costs and expenses incurred in interpreting and enforcing this Agreement, including any court costs, expenses, and reasonable attorney fees.

SECTION 20: NON-BINDING MEDIATION

20.1. Either party may request non-binding mediation of any dispute arising under this Agreement. The non-requesting party may decline the request in its sole discretion. If there is concurrence that any particular matter shall be mediated, the provisions of this Section shall apply. The costs of such non-binding mediation shall be divided equally between the City and the Contractor.

20.2. The mediator shall be a professional engineer, attorney or other professional mutually acceptable to the parties who has no current or on-going relationship to either party. The mediator shall have full discretion as to the conduct of the mediation. Each party shall participate in the mediator's program to resolve the dispute until and unless the parties reach agreement with respect to the disputed matter or one party determines in its sole discretion that its interest are not being served by the mediation.

20.3. Mediation is intended to assist the parties in resolving disputes over the correct interpretation of this Agreement. No mediator shall be empowered to render a binding decision.

20.4. Nothing in this Section shall operate to limit, interfere with or delay the right of either party under this Article to commence judicial legal proceedings upon a breach of this Agreement by the other party, whether in lieu of, concurrently with, or at the conclusion of any non-binding mediation.

20.5. Notwithstanding any disputes which arise between the City and the Contractor, the Contractor shall continue to perform all services required of it under this Agreement during the pendency of the dispute. The City shall pay the undisputed amounts pursuant to this Agreement.

SECTION 21: REPRESENTATIONS AND WARRANTIES

21.1. The Contractor represents and warrants that it is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky, is duly qualified to conduct business in the Commonwealth of Kentucky, and has the power and authority to enter into this Agreement and to perform the obligations set forth herein. The execution and delivery of this Agreement has been approved by all necessary action of the members of the Contractor, and no other actions are required in order to constitute this Agreement as a binding obligation of a contract.

21.2. To the best of its knowledge after due inquiry, neither the execution nor delivery by the Contractor of this Agreement nor the performance by the Contractor of its obligations in

connection with the transactions contemplated hereby or the fulfillment by the Contractor of the terms or conditions hereof (1) conflicts with, violates or results in a breach of any constitution, law or governmental regulation applicable to the Contractor or (2) conflicts with, violates or results in a breach of any order, judgment or decree, or any organizational document of the Contractor, or any contract, agreement or instrument to which the Contractor is a party or by which the Contractor or any of its properties or assets are bound, or constitutes a default under any of the foregoing.

21.3. Except as disclosed in writing to the City, there is no legal proceeding, at law or in equity, before or by any court or Governmental Body pending or, to the best of the Contractor's knowledge after due inquiry, overtly threatened or publicly announced against the Contractor, in which an unfavorable decision, ruling or finding could reasonably be expected to have a material and adverse effect on the execution and delivery of this Agreement by the Contractor or the validity, legality or enforceability of this Agreement against the Contractor, or any other agreement or instrument entered into by the Contractor in connection with the transactions contemplated hereby, or on the ability of the Contractor to perform its obligations hereunder or under any such other agreement or instrument.

21.4. No approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Body is required for the valid execution and delivery of this Agreement by the Contractor or the performance of its payment or other obligations hereunder except as such have been duly obtained or made or, if not required as of the Effective Date, are expected to be obtained in due course.

21.5 Except as disclosed in writing to the City, to the best of its knowledge after due inquiry, there are no material and adverse claims or demands based in environmental or tort law, or based on breach of contract, pending or threatened against the Contractor with respect to any solid waste transfer station operated, maintained or managed by the Contractor that would have a material and adverse effect upon the ability of the Contractor to perform this Agreement.

21.6 Except as disclosed in writing to the City, to the best of its knowledge after due inquiry, the Contractor is not in material violation of any law, order, rule or regulation applicable to any solid waste transfer station operated, maintained or managed by the Contractor, the violation of which may have a material and adverse effect on the ability of the Contractor to perform its obligations hereunder.

21.7 The information supplied and representations and warranties made by the Contractor in all submittals made in response to the RFP and in all post-Contractor Proposal submittals with respect to the Contractor are true, correct and complete in all material respects.

SECTION 22: NOTICES

All notices required, permitted, or given pursuant to the provisions of this Agreement shall be in writing, and either (i) hand delivered, (ii) delivered by certified mail, postage prepaid, return receipt requested, (iii) delivered by an overnight delivery service, or (iv) delivered by

facsimile machine or email, followed within twenty-four (24) hours by delivery under options (i), (ii) or (iii) addressed as follows:

If to the Contractor:

Freedom Waste Service, LLC
10129 Highway 62 West
Princeton, Kentucky 42445

With copy to:

Freedom Waste Service, LLC
6500 Glenridge Park Place, Suite #10
Louisville, Kentucky 40222

With copy to:

Bryan Wilson, Esq.
Neely, Brien & Wilson
238 North 7th Street
Mayfield, Kentucky 42066
bryan@neelybrien.com

If to the City:

City of Paducah Kentucky
City Hall
300 South 5th Street
Paducah, KY 42001
Attention: City Manager
jpederson@paducahky.gov

With copy to:

City Attorney
Glenn D. Denton
Denton Law Firm, PLLC
555 Jefferson Street, Suite 301
Paducah, KY 42001
gdenton@dentonfirm.com

Notices shall be deemed delivered upon receipt. The addresses given above may be changed by any party by notice given in the manner provided herein.

SECTION 23: CONTRACTOR'S RECORDS

23.1. Contractor shall maintain its books and records related to the performance of this Agreement in accordance with the following minimum requirements:

23.1.1. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers and canceled checks, as well as all other records or documents evidencing or relating to charges for services, expenditures or disbursements borne by the City for a minimum period of five (5) years, or for any longer period required by Applicable Law, from the date of final payment to Contractor pursuant to this Agreement.

23.1.2. Contractor shall maintain all documents and records that demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by Applicable Law, from the date of termination or completion of this Agreement.

23.2. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time, during regular business hours, upon written request by the City or its designated agent or representative. The records shall be available to the City at the address indicated above for receipt of notices in this Agreement.

23.3. The Contractor shall fully support the City's reporting requirements as required by Applicable Law by providing all data, reports and other information which may be necessary for the City to comply with such reporting requirements or information requests.

SECTION 24: WAIVER

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

SECTION 25: UNCONTROLLABLE CIRCUMSTANCES

25.1. Except as expressly provided under the terms of this Agreement, neither party to this Agreement shall be liable to the other for any loss, damage, delay, default or failure to perform any obligation to the extent it results from an Uncontrollable Circumstance. The parties agree that the relief for an Uncontrollable Circumstance described in this Section shall apply to all obligations in this Agreement, except to the extent specifically provided otherwise, notwithstanding that such relief is specifically mentioned with respect to certain obligations in this Agreement but not other obligations. The occurrence of an Uncontrollable Circumstance shall not excuse or delay the performance of a party's obligation to pay monies previously accrued and owing under this Agreement, or to perform any obligation hereunder not affected by the occurrence of the Uncontrollable Circumstances.

25.2. The party that asserts the occurrence of an Uncontrollable Circumstance shall notify the other party by telephone, facsimile or e mail (accompanied by a telephone call to the City-Designated Personnel), on or promptly after the date the party experiencing such Uncontrollable Circumstance first knew of the occurrence thereof, followed within 15 days by a written description of: (1) the Uncontrollable Circumstance and the cause thereof (to the extent known); (2) the date the Uncontrollable Circumstance began, its estimated duration, and the estimated time during which the performance of such party's obligations hereunder shall be delayed, or otherwise affected; (3) its estimated impact on the other obligations of such party under this Agreement; and (4) potential mitigating actions which might be taken by the

Contractor or the City and any areas where costs might be reduced and the approximate amount of such cost reductions. As soon as practicable after the occurrence of an Uncontrollable Circumstance, the affected party shall also provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever an Uncontrollable Circumstance occurs, the party claiming to be adversely affected thereby shall, as promptly as reasonably possible, use all reasonable efforts to eliminate the cause thereof, mitigate and limit damage to itself and the other party, and resume full performance under this Agreement. While the Uncontrollable Circumstance continues, the affected party shall give notice to the other party, before the first day of each succeeding month, updating the information previously submitted. The party claiming to be adversely affected by an Uncontrollable Circumstances shall bear the burden of proof, and shall furnish promptly any additional documents or other information relating to the Uncontrollable Circumstance reasonably requested by the other party. The Contractor shall furnish promptly any additional documents or other information relating to the Uncontrollable Circumstance reasonably requested by the City.

25.3. If and to the extent that Uncontrollable Circumstances interfere with or delay or the Contractor's performing this Agreement in accordance herewith, and the Contractor has given timely notice as required by Section 25.2, the Contractor shall be entitled to relief from its performance obligations, or an extension of schedule which properly reflects the interference with performance, or the time lost as a result thereof, in each case only to the minimum extent reasonably forced on the Contractor by the event, and the Contractor shall perform all other obligations under this Agreement. In the event that the Contractor believes it is entitled to any performance or schedule relief on account of any Uncontrollable Circumstance, it shall furnish the City written notice of the specific relief requested and detailing the event giving rise to the claim within 10 days after the giving of notice delivered pursuant to Section 25.2. Within 30 days after receipt of such a timely submission from the Contractor the City shall issue a written determination as to the extent, if any, it concurs with the Contractor claim for performance or schedule relief, and the reasons therefor. The Contractor acknowledges that its failure to give timely notice pertaining to an Uncontrollable Circumstance as required under this Section 25 may adversely affect the City. To the extent the City asserts that any such adverse effect has occurred and that the adjustment to the Contractor under this Section should be reduced to account for such adverse effect, the Contractor shall have the affirmative burden of refuting the City's assertion. Absent such refutation, the reduction in adjustment to the Contractor asserted by the City in such circumstances shall be effective. The agreement of the parties as to the specific relief to be given the Contractor hereunder on account of an Uncontrollable Circumstance shall be evidenced by a written amendment to this agreement.

25.4. Notwithstanding the forgoing, should Contractor be unable to render performance under this Agreement by reason of Uncontrollable Circumstances, the City shall have the right to secure another vendor to perform any or all portions of the service required under this Agreement for the period of the expected duration of Contractor's inability to perform as set out in Contractor's written notice. In the event Contractor becomes able to resume the performance of its obligations prior to the date set out in the written notice, the City, in its sole discretion, shall have the right to continue service during the notice period with any alternate vendor procured during the notice period or instruct Contractor to resume services notwithstanding anything herein to the contrary.

25.5. The City shall resume service with Contractor according to the terms of this Agreement after expiration of the notice period, unless Contractor shall provide further written notice of its continuing inability to perform by reason of Uncontrollable Circumstances.

25.6. At any time that Contractor's performance is suspended as set out in this Section, it is understood and agreed by the parties that the City shall not be obligated to Contractor for any or all service interrupted by reason of Uncontrollable Circumstances.

SECTION 26: COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY

During the performance of services in this Agreement, Contractor agrees it will not discriminate in its hiring, employment, and contracting practices with reference to age, sex, race, color, religion, national origin, handicap or disability. The Contractor shall fully comply with Applicable Law, including, but not limited to, posting in conspicuous places, available to employees and applicants for employment, all notices required by Applicable Law.

SECTION 27: DRUG-FREE WORKPLACE.

During the performance of this Agreement, the Contractor agrees to (1) provide a drug-free workplace for the Contractor's employees; (2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor. For the purposes of this Section, "drug-free workplace" means a site for the performance of services performed in conjunction with this Agreement. The Contractor's employees, in accordance with this Section, are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance during the performance of this Agreement.

SECTION 28: SURVIVAL OF CERTAIN PROVISIONS UPON TERMINATION

All representations and warranties of the parties hereto contained in this Agreement, the Contractor's indemnity obligations in this Agreement with respect to events that occurred prior to the termination, Section 19, and all other provisions of this Agreement that so provide shall survive the termination of this Agreement, subject to any statute of limitation provisions of Applicable Law. No termination of this Agreement shall (1) limit or otherwise affect the respective rights and obligations of the parties hereto accrued prior to the date of such termination; or (2) preclude either party from impleading the other party in any legal proceeding originated by a third-party as to any matter occurring during the Contract Term to the extent

permitted under Applicable Law.

SECTION 29: TITLES OF SECTIONS

Section headings preceding the text of the sections and subsections of this Agreement are for convenience of reference only, and will not affect its meaning, construction or effect.

SECTION 30: AMENDMENT

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives and approved by action of the City Commission.

SECTION 31: SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or section contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any phrase, sentence, clause, or section of this Agreement is ruled invalid by any court of competent jurisdiction, then the parties will: (1) promptly negotiate a substitute for such phrase, sentence, clause, or section which will, to the greatest extent legally permissible, effect the intent of the parties in the invalid phrase, sentence, clause, or section; (2) if necessary or desirable to accomplish Item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (3) negotiate such changes in substitution for or addition to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision.

SECTION 32: SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto, their successors and assigns.

SECTION 33: ENTIRETY

This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, this Agreement completely and fully supersedes all other understandings and agreements among the parties with respect to such transactions, including those contained in the RFP, the Contractor's Proposal, and any amendments or supplements to the RFP or the Contractor's Proposal. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

SECTION 34: COUNTERPARTS

This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

SECTION 35: DRAFTING RESPONSIBILITY

The parties waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement to the effect that ambiguous or conflicting terms or provisions should be construed against the party who (or whose counsel) prepared the executed agreement or any earlier draft of the same.

SECTION 36: THIRD PARTY RIGHTS

This Agreement is exclusively for the benefit of the City and the Contractor and will not provide any third parties (with the sole exception of the rights of any third-party City Indemnitees under Section 17) with any remedy, claim, liability, reimbursement, cause of action, or other rights.

SECTION 36: LIQUIDATED DAMAGES

This Agreement provides for the payment by the Contractor of liquidated damages in certain circumstances of non-performance, breach and default. Each party agrees that the City's actual damages in each such circumstance would be difficult or impossible to ascertain (particularly with respect to the public harm that would occur as a result of such non-performance, breach or default of the Contractor), and that the liquidated damages provided for herein with respect to each such circumstance are a reasonable forecast of the just compensation required to place the City in the same economic position as it would have been in had the circumstance not occurred. Such liquidated damages will constitute the only damages payable by the Contractor to the City in such circumstances of non-performance, breach or default, regardless of legal theory. This limitation, however, is not intended to limit any of the other remedies for breach specifically provided for in this Agreement. The parties acknowledge and agree that the additional remedies specifically provided for in this Agreement are intended to address harms and damages which are separate and distinct from those which the liquidated damages are meant to remedy. In addition, the parties agree as follows: (i) that the liquidated damages payable under this Agreement are not a penalty, and are fair and reasonable and such payment represents a reasonable estimate of fair compensation for the losses that may reasonably be anticipated from the specific circumstances of non-performance or breach; (ii) and that, in recognition of the acknowledgments above, the Contractor is expressly estopped from arguing, and waives any rights it may have to argue, that the liquidated damages provided for herein are a penalty or are otherwise not enforceable.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

THE CITY:

CITY OF PADUCAH, KENTUCKY

By: Garrett Kahn

Title: Mayor

THE CONTRACTOR:

FREEDOM WASTE SERVICE, LLC

By: [Signature]

Title: President

**SCHEDULE 1
TRANSFER STATION APPROVED PLANS
ATTACHED HERETO**

[To be provided by the Contractor.]

SCHEDULE 2
SOLID WASTE DELIVERY FEES FOR CITY RESIDENTS AND BUSINESSES

\$45-\$65/ton subject to volume and type.

SCHEDULE 3
PERFORMANCE BOND

CONTRACTOR'S PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that **FREEDOM WASTE SERVICE, LLC**, a Kentucky limited liability company (the "Contractor"), as Principal, and **ARGONAUT INSURANCE COMPANY** (the "Bonding Company"), as Surety, an Illinois corporation, whose principal office is located at 225 W. Washington Street, 24th Floor, Chicago, Illinois 60606, are firmly bound unto the City of Paducah, a political subdivision the State of Kentucky, (the "City"), as Obligee, to fulfill the obligations of the Principal and the Surety under the AGREEMENT FOR TRANSFER, TRANSPORT AND DISPOSAL OF MUNICIPAL SOLID WASTE (the "Contract") to which reference is hereafter made, in the amount of ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,500,000.00) (including State sales tax) for payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written Agreement for Transfer, Transport, and Disposal of Municipal Solid Waste with the City of Paducah, dated January 19, 2016.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform all the provisions of the Contract on its part, and pay all laborers, mechanics, subcontractors and material suppliers, and all persons who supply such person or persons or subcontractors with provisions and supplies for the carrying on of such work, and indemnify and hold harmless the City, as Obligee, from all loss, cost or damage which it may suffer by reason of the failure to do any of the foregoing, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the services to be performed thereunder or the SPECIFICATIONS as set forth in the RFP accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the services or to the SPECIFICATIONS as set forth in the RFP.

No final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Terms herein not otherwise defined herein shall have the same meaning as defined in the Contract and the RFP.

Notwithstanding the provisions of the Contract, the term of this bond shall apply from the 19th day of January, 2016, until the 31st day of July, 2017, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

SIGNED AND SEALED THIS 3rd DAY OF FEBRUARY, 2016.

SURETY:

ARGONAUT INSURANCE COMPANY

By: Arthur L. Colley
Signature

Arthur L. Colley
Typed Name

Attorney-in-Fact
Title

PRINCIPAL:

FREEDOM WASTE SERVICE, LLC

By: Joe Buchanan
Signature

Joe Buchanan
Typed Name

Member
Title

(SEAL)

Note: Date of bond must not be prior to the date of the Agreement.

**Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606**

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Arthur L. Colley, Nicole M. Colley

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$39,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 18th day of July, 2013.



Argonaut Insurance Company

Joshua C. Betz

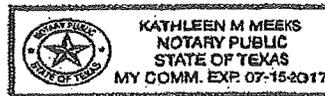
by:

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 18th day of July, 2013 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 3rd day of February, 2016.



Sarah Heineman

Sarah Heineman, VP-Underwriting Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY AND THE SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER ARE IN BLUE, AND THE DOCUMENT IS ISSUED ON WATERMARKED PAPER. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

McCracken County Debris Management Guide

McCracken County's debris removal plan is to provide for efficient removal of debris following a disaster to facilitate emergency response to life saving and threats to public health and safety.

Priority will be given to:

1. Movement of emergency vehicles: rescue, fire, police, ambulances.
 - Focus on emergency access routes. Essential routes will be identified for emergency response and possible State and mutual aid assistance to augment local efforts.
2. Resumption of critical services: power, water, telephone.
 - Damage assessment of critical public facilities and utilities in order to begin emergency repairs.

First Priority Facilities:

1. Hospitals, Long-Term Care
2. Police
3. Fire/Rescue Stations
4. Residential areas
5. Shelters

Second Priority for Facilities

1. Water and wastewater treatment plants
2. Power generation units.
3. Schools, municipal buildings
4. Airport and Mass Transportation

Third Priority – Recovery

- Collection of debris

- Types of Collection Methods –The debris type, amount, and urgency determines which collection method is used. The two main methods of debris collection are curbside collection and collection centers.
 - Curbside Collection - Residents may be requested to separate debris, while this is not the most convenient for the public, it does facilitate effective recycling and reduction efforts, and reduces operational costs.
 - Attention must be given to the placement of debris, FEMA requires that debris be placed on right-of-way; generally this would be in the mowing zone or 35' from the center of the road.
 - Collection Centers – Residents transport their debris to a common location. This method is well suited for rural or sparsely populated areas.
 - Debris Management Sites are temporary storage sites where debris may be temporarily stored, segregated debris, and/or reduced debris for recycling and final disposal.
 - Debris Collection Site is generally 50-200 acres. It takes an average of approximately 100 acres to process 1 million cubic yards of debris.

- Collecting Hazardous Waste
 - Attention must be given to special handling of hazardous waste. Hazardous Waste mixed in with other debris types will contaminate the entire load. Hazardous Waste Round-ups during the year reduces the overall disposal of HW debris.
 - White Goods; refrigerants and other machines with fluids and oils. Certified recycling centers should be identified and contracts or agreements in place before disaster strikes.

- Categories of Work
 - Emergency work
 - A – **Debris Removal**: must eliminate threat to lives, public health and safety; eliminate threat to improved property; ensure economic recovery to community; includes trees, woody debris, building components or contents, sand, mud, silt, gravel
 - B – **Emergency Protective Measures**; police, fire, rescue response, temporary generators, demolition of damage structures that pose an immediate threat, boarding windows, temporary levees, sandbagging, and pumping, emergency and temporary repairs. Emergency communications, emergency public transportation, building inspection, snow removal.
 - Permanent Work – required to restore a damaged facility, through repair or restoration, to its pre-disaster design, function, and capacity in accordance with applicable codes or standards.
 - C – Roads and Bridges
 - D – Water Control Facilities
 - E – Buildings and Equipment
 - F – Utilities
 - G – Parks, Recreational Facilities, and Other Items

- Contracting and Transporting Debris
 - Document bidding process and submit contract to FEMA. Piggy-back contracts are forbidden.
 - Establish a **monitoring program** and closure criteria. Documentation is important for reimbursement. There must be no conflict of interest between the monitoring contractor and the debris removal contractor. Primarily, debris monitors should be able to estimate debris quantities,

Appendix 3.2, Debris Management Guide

(Taken From McCracken Co. Office of Emergency Management Operations Plan)

differentiate between debris types, properly fill out load tickets, and follow all site safety procedures.

- Attention must be given to the routing of truckloads of debris.
 - Review regulatory compliance with contractors, i.e. truck tarps and tailgates, traffic control and truck priority, curfews, hours worked and load limits.
 - Specify machine loaded or hand loaded trucks. Loads that are not compacted = 85% of totally loaded vehicle. FEMA only reimburses 50% of the debris monitor's observed capacity percentage for a hand-loaded truck or trailer or if hand loaded truck appears 100% loaded, the load should be recorded at 50%.
 - Increased truck traffic hauling debris may damage roads-FEMA will cover this type of damage.
-
- Other Federal Agencies
 - United States Army Corps of Engineers
 - Developing projects for the collections and removal of drift and debris from publicly maintained commercial harbors and from land and water areas immediately adjacent thereto.
 - Removing sunken vessels for other obstructions from navigable waterways under emergency conditions.
 - United States Coast Guard
 - Conduct emergency removal of oil and hazardous materials.
 - Coordinate removal of navigational hazards.
 - Provide technical assistance on contaminated debris.
 - Environmental Protection Agency
 - Cleaning up debris that is mixed with or contains oil or hazardous materials in coordination with the USCG.

Appendix 3.2, Debris Management Guide

(Taken From McCracken Co. Office of Emergency Management Operations Plan)

- Establishing a standard for proper management of debris.
- Debris Estimating Model
 - Appendix A
- 3. FEMA Forms-Appendix B
 - FF90-123 Force Account Labor Summary Record
 - FF90-128 Applicant's Benefits Calculation Worksheet
 - FF90-127 Force Account Equipment Summary Record
 - FF90-125 Rented Equipment Summary Record
 - FF90-126 Contract Work Summary Record
 - FF90-124 Materials Summary Record
 - FF90-91D Project Worksheet-Photo Sheet
 - Monitoring Forms –attachment
 - Load Tickets
 - Tower Monitor Log
 - Roving Monitor Report
 - Daily Issue Log
 - Truck Certification Form
- 4. FEMA Polices – Appendix C
- 5. FEMA Debris Removal Applicant's Contracting Checklist – Appendix D

Appendix 3.2, Debris Management Guide

(Taken From McCracken Co. Office of Emergency
Management Operations Plan)

APPENDIX A

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Appendix 3.2, Debris Management Guide

(Taken From McCracken Co. Office of Emergency
Management Operations Plan)

Forecasting

Community-Based Risk Analysis

- Use maps to indicate areas of similar land use
 - Urban, industrial, rural, mixed
- Develop a representative sample of debris quantities of each area
- Project debris quantity estimate for each area

December 2007

EMM&T Debris Management Planning

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- A simple method can be used to systematically forecast the type and quantity of debris for a community.
 - First, obtain detailed maps of your community and highlight them with an indication of the type of land use in each area, such as urban, industrial, rural, and mixed. This area separation will make your analysis easier as similar land use areas can be assumed to have similar debris types.
- For instance: parks, orchards, groves, nurseries, and tree-lined streets will have similar debris quantities based on an acreage or mileage basis.
- Commercial and industrial areas tend to have heavy amounts of construction and demolition type debris.
- Residential areas can be a combination of vegetative and construction and demolition debris.
- Second, develop a representative sample of the debris in each area.
- Debris quantities can be estimated using the following guidelines:
 - One-story house = Volume in cubic yards times 0.33
 - Volume in cubic yards personal property from flooded home without basement = sq footage of structure times .02
 - Single-wide mobile home = 290 cy.
- The terms light, medium, and heavy are somewhat subjective, but the general guide is: If there is very light vegetation covering the house, yard or driveway, use the light column. If there is a canopy of trees covering the house, use the heavy column. Use the medium column for everything else.

Appendix 3.2, Debris Management Guide

(Taken From McCracken Co. Office of Emergency
Management Operations Plan)

- Third, project the sampling of debris for each area and provide a total of the amount and type of debris for each area. The grand total of all these calculations will provide you with an estimate useful for planning purposes.
 - Note that this type of debris forecasting is not an exact science. Broad assumptions and wide-scale projections must be made throughout the process. However, even with its inaccuracies, the resulting quantity estimate can be very useful in completing the next phases of the planning process, such as selecting Debris Management Sites or developing contacts.
-

Appendix 3.2, Debris Management Guide

(Taken From McCracken Co. Office of Emergency
Management Operations Plan)

Debris Forecasting USACE Model – Manual

- Formula: $Q = C(H)(V)(B)(S)$
- Q = Volume of debris in cubic yards
 - C = Storm category factor
 - H = Number of households
 - V = Vegetative characteristic
 - B = Commercial/business/industrial use multiplier
 - S = Precipitation multiplier

December 2007

E/G/L202 Debris Management Planning

U.S. Army Corps of Engineers (USACE)

Background

- The USACE Emergency Management staff developed a modeling methodology designed to forecast potential amounts of hurricane (and tornado)-generated debris—the first of its kind.
- This model was initially based on actual data from Hurricanes Frederic, Hugo, and Andrew.
- This model considers the category of hurricane 1 through 5, and assigns a volume of debris based on single-family homes. Multipliers are then used to compensate for other factors, such as tree cover, commercial density, and precipitation. The formula can be put into a spreadsheet and calculations made.
- The model has a predicted accuracy of plus or minus 30 percent.
- However, the model is limited in that it will only generate a gross debris forecast.
 - Since hurricanes do not cause uniform damage over a given area, the USACE model is of little use after an event. It would be very time consuming and difficult to identify the exact areas damaged and the number of homes affected.
 - The USACE has a continuing ongoing effort to improve this model.
- The USACE is considering expanding the model for flood events.

Appendix 3.2, Debris Management Guide

(Taken From McCracken Co. Office of Emergency
Management Operations Plan)

Formula

- The following is the formula on which the analysis is based, along with a definition of each. Refer to the Debris Management Guide for a more detailed description of each of these.

$$Q = C(H)(V)(B)(S)$$

- Q is the calculated volume of debris in cubic yards.
- C is a factor based on the category of hurricane, 1 through 5.
- H is the number of households involved. If no better information is available, divide the population of the area by 3.
- V is the vegetative characteristic: 1.1 for light, 1.3 for medium, and 1.5 for heavy.
- B is a multiplier that takes into account areas that are not solely single-family residential. Built into this factor is the offsetting commercial insurance requirement.
- S is a storm precipitation multiplier that takes into account the fact that storms that have heavy precipitation will generate more vegetative debris because of the uprooting of complete trees.

Debris Estimating Techniques (Cont'd)

Debris Estimating Formulas

- One-story building:

$$\frac{L' \times W' \times H'}{27} = \text{CY} \times .33 = \text{CY}$$
- Mobile homes:

$$\frac{L' \times W' \times H'}{27} = \text{CY}$$
- Debris piles:

$$\frac{L' \times W' \times H'}{27} = \text{CY}$$

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- Estimating Aids—Buildings: The following information will assist you in determining the amount of debris from destroyed buildings, homes, and debris piles:

- One-story building formula:

$$\frac{L' \times W' \times H'}{27} = \text{CY} \times .33 = \text{CY}$$

- One-story house formula:

$$\frac{L' \times W' \times 8'}{27} = \text{cubic yards} \times 0.33 = \text{cubic yards of debris}$$

27' per cy
(The 0.33 factor accounts for the "air space" in the house)

- Mobile homes formula:

$$\frac{L' \times W' \times H'}{27} = \text{CY}$$

(The 0.33 factor is not applied to mobile home calculations due to their compact construction)

- Debris piles:

$$\frac{L' \times W' \times H'}{27} = \text{CY}$$

- Reminders: The following reminders may be of assistance when performing debris estimates:

- Look beyond the curb into side and backyards and at the condition of the homes. Most debris in these areas will eventually move to the curb.

Appendix 3.2, Debris Management Guide

(Taken From McCracken Co. Office of Emergency Management Operations Plan)

Debris Estimating Techniques (Cont'd)

Debris Estimating Table				
Vegetative Cover Multiplier (Yard Waste):				
Total House	None	Light (1.1)	Medium (1.3)	Heavy (1.5)
1000 SF.	200 cy	220 cy	250 cy	300 cy
1200 SF.	240 cy	264 cy	312 cy	360 cy
1400 SF.	280 cy	308 cy	364 cy	420 cy
1600 SF.	320 cy	352 cy	416 cy	480 cy
1800 SF.	360 cy	396 cy	468 cy	540 cy
2000 SF.	400 cy	440 cy	520 cy	600 cy
2200 SF.	440 cy	484 cy	572 cy	660 cy
2400 SF.	480 cy	528 cy	624 cy	720 cy
2600 SF.	520 cy	572 cy	676 cy	780 cy

Formula for one story structure: $\text{square feet} \times 8 \text{ feet} \times .20 \times \text{VCM} = \text{cy}$
27

This chart and calculations are inclusive of the structure and contents

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- The table in the slide can be used to estimate debris quantities for a totally destroyed typical home.
- A vegetative debris multiplier is also included.
- Amount of personal property (as debris) from average flooded residence without a basement: 25-30 cy.
- Amount of personal property (as debris) from average flooded residence with a basement: 45-50 cy.
- Remember, these values are for a single-story home (please note the height used in the formula is 8 feet).
- If the structure had blown away or you did not know the square footage of the building, measure the area of the floor slab if still in-place and then use the table. Similarly, once a square footage has been generated from a floor slab, multiply by the number of floors, if that can be determined, from the homes in the surrounding neighborhood.
- As far as the vegetative cover multiplier goes, one just has to develop a sense of what heavy vegetation is. A new home could be considered to have had little or no vegetative cover, for instance.

NOTE: For multiple-story buildings, multiply the debris from one story by the number of stories; however, the vegetative cover should be determined by using the multiplier from a one-story facility.

Appendix 3.2, Debris Management Guide

(Taken From McCracken Co. Office of Emergency Management Operations Plan)

Debris Estimating Techniques (Cont'd)

Debris Forecasting
USACE Flood Debris Model

- Used to calculate debris quantity from a flood event only when the structure is not destroyed.
- Formula: Square footage x .02 = cubic yards of debris
- 2400 sq. ft. x .02 = 48 cubic yards

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Appendix 3.2, Debris Management Guide

(Taken From McCracken Co. Office of Emergency Management Operations Plan)

Demolition Checklist

Property Address: _____

Pre-Demolition

	Action	Initial	Date	Notes
1	Establish property management file for each parcel of private property. One (1) copy each for local and State records management.			
2	Provide notice of condemnation.			
3	Complete environmental and historic preservation reviews.			
4	Obtain right of entry and hold harmless agreements.			
5	Verify property description and ownership (i.e., tax assessment, legal description).			
6	Document property owner's insurance coverage for future recovery.			
7	Notify lien holder(s) of intent to demolish as needed.			
8	Conduct building inspection as needed.			
9	Conduct public health inspection as needed.			
10	Conduct fire inspection as needed.			
11	Provide public notification of condemnation/demolition.			
12	Verify personal property removal.			

Demolition

13	Verify structure is unoccupied.			
14	Cap well, water, sewer, and septic lines. Disconnect electrical service. Remove propane tanks.			
15	Mark easements and underground utilities.			
16	Identify/remove/dispose of asbestos, lead-based paint and other hazardous materials per State environmental agency/EPA requirements.			
17	Identify/remove/dispose of all HHW per State environmental agency/EPA requirements.			
18	Record GPS coordinates. Photograph site before and after demolition.			
19	Document actual demolition and removal of debris.			

Complete documentation is compiled within the project file for each individual structure/property.

I, the authorized applicant official, certify that all processes and documentation referred to in this checklist are complete (except item 19) prior to the demolition of the referenced structure.

Name (Print)	Title	Signature	Date
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APPENDIX B

Appendix 3.2, Debris Management Guide

(Taken From McCracken Co. Office of Emergency
Management Operations Plan)

DEPARTMENT OF HOMELAND SECURITY
 FEDERAL EMERGENCY MANAGEMENT AGENCY
FORCE ACCOUNT LABOR SUMMARY RECORD

PAGE ____ OF ____

O.M.B. No. 1660-0017
 Expires December 31, 2011

APPLICANT	PAID NO.	PROJECT NO.	DISASTER
LOCAT.ON/STATE	CATEGORY		PERIOD COVERING

DESCRIPTION OF WORK PERFORMED

NAME JOB TITLE	DATES AND HOURS WORKED EACH WEEK							COSTS				
	DATE							TOTAL HOURS	HOURLY RATE	BENEFIT RATE/HR	TOTAL HOURLY RATE	TOTAL COSTS
NAME JOB TITLE	REG.											
NAME JOB TITLE	O.T.											
NAME JOB TITLE	REG.											
NAME JOB TITLE	O.T.											
NAME JOB TITLE	REG.											
NAME JOB TITLE	O.T.											
NAME JOB TITLE	REG.											
NAME JOB TITLE	O.T.											

TOTAL COSTS FOR FORCE ACCOUNT LABOR REGULAR TIME	_____	\$
TOTAL COST FOR FORCE ACCOUNT LABOR OVERTIME	_____	\$

I CERTIFY THAT THE INFORMATION ABOVE WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.

CERTIFIED	TITLE	DATE
-----------	-------	------

FEMA Form 90-123, FEB 09

Appendix 3.2, Debris Management Guide
 (Taken From McCracken Co. Office of Emergency
 Management Operations Plan)

DEPARTMENT OF HOMELAND SECURITY
 FEDERAL EMERGENCY MANAGEMENT AGENCY
CONTRACT WORK SUMMARY RECORD

PAGE _____ OF _____

O.M.B. No. 1680-0017
 Expires December 31, 2011

APPLICANT		PAID NO.	PROJECT NO.	DISASTER	
LOCATION/SITE		CATEGORY		PERIOD COVERING	
DESCRIPTION OF WORK PERFORMED					
DATES WORKED	CONTRACTOR	BILLING/INVOICE NUMBER	AMOUNT	COMMENTS- SCOPE	
GRAND TOTAL					
I CERTIFY THAT THE INFORMATION WAS OBTAINED FROM PAYROLL, INVOICES, OR OTHER DOCUMENT THAT ARE AVAILABLE FOR AUDIT.					
CERTIFIED		TITLE		DATE	

FEMA Form 90-126, FEB 09

Print Form

Appendix 3.2, Debris Management Guide

(Taken From McCracken Co. Office of Emergency Management Operations Plan)

DEPARTMENT OF HOMELAND SECURITY
 FEDERAL EMERGENCY MANAGEMENT AGENCY
FORCE ACCOUNT EQUIPMENT SUMMARY RECORD

PAGE ____ OF ____

O.M.B. No. 1860-0017
 Expires April 30, 2013

APPLICANT		PAID NO.	PROJECT NO.	DISASTER					
LOCATION/SITE			CATEGORY	PERIOD COVERING					
DESCRIPTION OF WORK PERFORMED									
TYPE OF EQUIPMENT		OPERATOR'S NAME	DATES AND HOURS USED EACH DAY				COSTS		
INDICATE SIZE, CAPACITY, HORSEPOWER, MAKE AND MODEL AS APPROPRIATE	EQUIPMENT CODE NUMBER		DATE				TOTAL HOURS	EQUIPMENT RATE	TOTAL COST
			HOURS						
			HOURS						
			HOURS						
			HOURS						
			HOURS						
			HOURS						
			HOURS						
			HOURS						
GRAND TOTAL									
I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM PAYROL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.									
CERTIFIED			TITLE			DATE			

FEMA Form 90-127, AUG 10

Appendix 3.2, Debris Management Guide

(Taken From McCracken Co. Office of Emergency Management Operations Plan)

DEPARTMENT OF HOMELAND SECURITY
 FEDERAL EMERGENCY MANAGEMENT AGENCY
APPLICANT'S BENEFITS CALCULATION WORKSHEET

PAGE ____ OF ____

O.M.B. No. 1660-0017
 Expires December 31, 2011

APPLICANT		PA ID NO.
DISASTER	PROJECT NO.	

FRINGE BENEFITS (by %)	REGULAR TIME	OVERTIME
HOLIDAYS		
VACATION LEAVE		
SICK LEAVE		
SOCIAL SECURITY		
MEDICARE		
UNEMPLOYMENT		
WORKER'S COMP.		
RETIREMENT		
HEALTH BENEFITS		
LIFE INS. BENEFITS		
OTHER		
TOTAL in % annual salary		

COMMENTS

I CERTIFY THAT THE INFORMATION ABOVE WAS TRANSCRIBED FROM PAYROLL RECORDS OR OTHER DOCUMENTS WHICH ARE AVAILABLE

Name	TITLE	DATE
------	-------	------

PROJECT WORKSHEET INSTRUCTIONS

The Project Worksheet must be completed for each identified damaged project. A project may include damages more than one site.

After completing all Project Worksheets, submit the worksheets to your Public Assistance Coordinator.

Identifying Information

Disaster: Indicate the disaster declaration number as established by FEMA (i.e. "FEMA 1136-DR-TN", etc.).

Project No.: Indicate the project designation number you established to track the project in your system (i.e. 1,2,3, etc.).

PA ID No.: Indicate your Public Assistance identification number on this space. This is optional.

Date: Indicate the date the worksheet was prepared in MM/DD/YY format.

Category: Indicate the category of the project according to FEMA specified work categories (i.e., A,B,C,D,E,F,G). This is optional.

Applicant: Name of the government or other legal entity to which the funds will be awarded.

County: Name of the county where the damaged facility is located. If located in multiple counties, indicate "Multi-County."

Damage facility: Identify the facility and describe its basic function and pre-disaster condition.

Work Complete as of: Indicate the date the work was assessed in the format of MM/DD/YY and the percentage of work completed to that date.

Location: This item can range anywhere from an "address," "intersection of..." "1 mile south of...on..." to "county wide." If damages are in different locations or different counties please list each location. Include latitude and longitude of the project if known.

Damage Description and Dimensions: Describe the disaster-related damage to the facility, including the cause of the damage and the area or components affected.

Scope of Work: List work that has been completed, and work to be completed, which is necessary to repair disaster-related damage.

Does the Scope of Work change the pre-disaster conditions of the site: If the work described under the Scope of Work changes the site conditions (i.e. increases/decreases the size or function of the facility or does not replace damage components in kind with like materials), check (x) yes. If the Scope of Work returns the site to its pre-disaster configuration, capacity and dimensions check (x) no.

Special Considerations: If the project includes insurable work, and/or is affected by environmental (NEPA) or historic concerns, check (x) either the Yes or No box so that appropriate action can be initiated to avoid delays in funding. Refer to *Applicant Handbook* for further information.

Hazard Mitigation: If the pre-disaster conditions at the site can be changed to prevent or reduce the disaster-related damage, check (x) Yes. If no opportunities for hazard mitigation exist check (x) no. Appropriate action will be initiated and avoid delays in funding. Refer to *Applicant Handbook* for further information.

Is there insurance coverage on this facility: Federal law requires that FEMA be notified of any entitlement for proceeds to repair disaster-related damages from insurance or any other source. Check (x) yes if any funding or proceeds can be received for the work within the Scope of Work from any source besides FEMA.

Project Cost

Item: Indicate the item number on the column (i.e. 1, 2, 3, etc.). Use additional forms as necessary to include all items.

Code: If using the FEMA cost codes, place the appropriate number here.

Narrative: Indicate the work, material or service that best describes the work (i.e. "force account labor overtime", "42 in. RCP", "sheet rock replacement", etc.).

Quantity/Unit: List the amount of units and the unit of measure ("48/cy", "32/lp", "6/ea", etc.).

Unit Price: Indicate the price per unit.

Cost: This item can be developed from cost to date, contracts, bids, applicant's experience in that particular repair work, books which lend themselves to work estimates, such as RS Means, or by using cost codes supplied by FEMA.

Total Cost: Record total cost of the project.

Prepared By: Record the name, title, and signature of the person completing the Project Worksheet.

Applicant Rep.: Record the name, title, and signature of Applicant's representative.

Records Requirements

Please review the *Applicant Handbook, FEMA 323* for detailed instructions and examples.

For all completed work, the applicant must keep the following records:

- *Force account labor documentation sheets identifying the employee, hours worked, date and location;
- *Force account equipment documentation sheets identifying specific equipment, operator, usage by hour/mile and cost used;
- *Material documentation sheets identifying the type of material, quantity used and cost;
- *Copies of all contracts for work and any lease/rental equipment costs.

For all estimated work, keep calculations, quantity estimates, pricing information, etc. as part of the records to document the "cost/estimate" for which funding is being requested.

Appendix 3.2, Debris Management Guide

U.S. DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET - Damage Description and Scope of Work Continuation Sheet				O.M.D. No. 1660-0017 Expires October 31, 2008
DISASTER FEMA-_____-DR-____	PROJECT NO.	PA ID NO.	DATE	CATEGORY
APPLICANT		COUNTY		
PREPARED BY:			TITLE:	

Appendix 3.2, Debris Management Guide

(Taken From McCracken Co. Office of Emergency Management Operations Plan)

U.S. DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET - Maps and Sketches Sheet			O.M.B. No 1660-0017 Expires October 31, 2008	
DISASTER	PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA: _____ -DR- _____				
APPLICANT		COUNTY		

U.S. DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET - Photo Sheet				OMB No 1660-0017 Expires October 31, 2008	
DISASTER FEMA-____-DR-____	PROJECT NO.	PA ID NO.	DATE	CATEGORY	
APPLICANT		COUNTY			
PHOTO			PHOTO		
DESCRIPTION			DESCRIPTION		

DEPARTMENT OF HOMELAND SECURITY
 FEDERAL EMERGENCY MANAGEMENT AGENCY
 VALIDATION WORKSHEET

DISASTER:

FEMA- _____ -DR- _____

APPLICANT	PA ID NO	PROJECT WORKSHEET NO
SPECIALIST	AGENCY	TELEPHONE NO

I- GENERAL- ALL PROJECTS

VALIDATION ITEM	REMARKS
<input type="checkbox"/> Review projects <input type="checkbox"/> Visit site <input type="checkbox"/> Statement of work <ul style="list-style-type: none"> <input type="checkbox"/> Accurate <input type="checkbox"/> Complete <input type="checkbox"/> Eligible <input type="checkbox"/> Pictures <input type="checkbox"/> Sketches/drawings	

II- COMPLETED WORK

<input type="checkbox"/> Forced Account Labor <ul style="list-style-type: none"> <input type="checkbox"/> Eligible employee <input type="checkbox"/> Hours <ul style="list-style-type: none"> <input type="checkbox"/> Regular <input type="checkbox"/> Overtime <input type="checkbox"/> Fringe benefits <ul style="list-style-type: none"> <input type="checkbox"/> Regular <input type="checkbox"/> Overtime <input type="checkbox"/> Calculations	
--	--

III- FORCE ACCOUNT EQUIPMENT

<input type="checkbox"/> Labor hours exceeds or match Equipment hours <input type="checkbox"/> FEMA rates used <input type="checkbox"/> PAC approved rates used <input type="checkbox"/> Mileage used for automobiles, busses, pickups, and ambulances <input type="checkbox"/> Calculations	
--	--

IV- LEASED/RENTAL EQUIPMENT

<input type="checkbox"/> Invoice <input type="checkbox"/> Price reasonable <input type="checkbox"/> Operation/labor cost <input type="checkbox"/> Gasoline/oil/lubricants <input type="checkbox"/> Eligible repairs/parts <input type="checkbox"/> Calculations	
--	--

V- MATERIALS

<input type="checkbox"/> Purchase orders/invoices <input type="checkbox"/> Inventory records/stock tickets <input type="checkbox"/> Calculations	
--	--

TRUCK CERTIFICATION FORM

GENERAL INFORMATION

APPLICANT	MONITOR
CONTRACTOR	DATE
MEASUREMENT LOCATION	COUNTY
DECLARATION NUMBER	

TRUCK INFORMATION

MAKE	YEAR	COLOR	LICENSE	STATE	
------	------	-------	---------	-------	--

TRUCK MEASUREMENTS

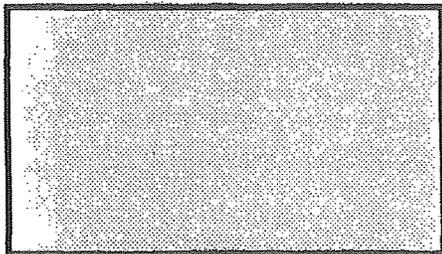
PERFORMED BY	DATE	VOLUME CALCULATED BY	DATE
--------------	------	----------------------	------

DRIVER INFORMATION

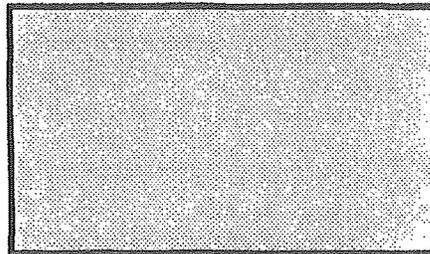
NAME	ADDRESS	PHONE
------	---------	-------

OWNER INFORMATION

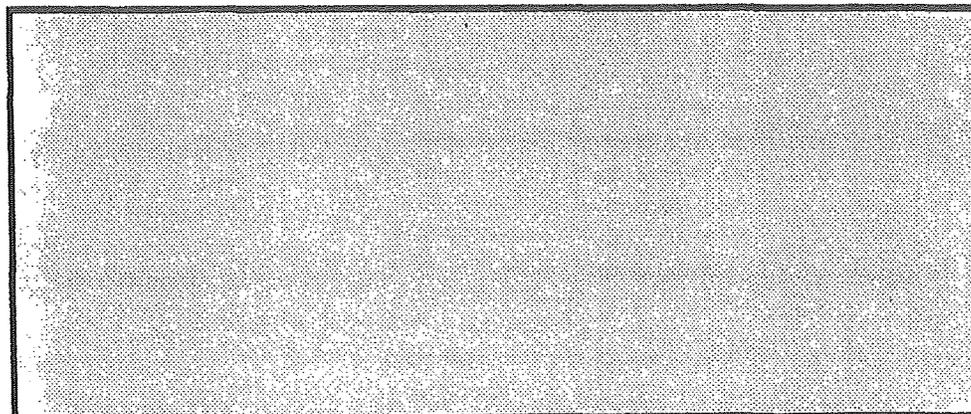
NAME	ADDRESS	PHONE
------	---------	-------



TRUCK IDENTIFICATION



TRUCK CAPACITY



COMMENTS

APPENDIX C

FEMA POLICIES AND FACT SHEETS

- **FEMA DAP9523.4 – Demolition of Private Structures**
- **FEMA DAP9523.11 – Hazardous Stump Extraction and Removal Eligibility**
- **FEMA RP9523.12 – Debris Operations - Hand-Loaded Trucks and Trailers**
- **FEMA DAP9523.13 – Debris Removal from Private Property**
- **FEMA RP9524.3 – Policy for Rehabilitation Assistance for Levees and Other Flood Control Works - Decision Tree**
- **FEMA RP9525.7 – Labor Costs – Emergency Work**
- **FEMA RP9580.4 – Fact Sheet: Debris Operations – Clarification: Emergency Contracting vs. Emergency Work**
- **FEMA RP9580.201 – Fact Sheet: Debris Removal – Applicant’s Contracting Checklist**
- **FEMA RP9580.202 – Fact Sheet: Debris Removal – Authorities of Federal Agencies**
- **FEMA DAP9580.203 – Fact Sheet: Debris Monitoring**

APPENDIX D



FEMA

RECOVERY DIVISION

FACT SHEET

RP9580.201

DEBRIS REMOVAL APPLICANT'S CONTRACTING CHECKLIST

Contract Provisions Checklist

All contracts must contain/reflect the following provisions:

- All payment provisions must be based on unit prices.
- No payments may be based on time and material costs unless limited to work performed during the first 70 hours of actual work following a disaster event.
- That payment will be made only for debris that FEMA determines eligible, referencing FEMA regulations and Public Assistance guides and fact sheets. (This is an optional provision to protect the applicant, and is used only following a major disaster declaration.)
- An invoice provision requiring contractors to submit invoices regularly and for no more than 30-day periods.
- A "Termination for Convenience" clause allowing contract termination at any time for any reason.
- A reasonable limit on the period of performance for the work to be done.
- A subcontract plan including a clear description of the percentage of the work the contractor may subcontract out and limiting use of subcontractors to only those you approve.
- The preference that the contractor use mechanical equipment to load and reasonably compact debris into the trucks and trailers.
- The requirement that the contractor provide a safe working environment, including properly constructed monitoring towers.
- Option of a unit price for extracting from ground and removing FEMA-eligible stumps (only for stumps with diameters larger than 24 inches, measured 24 inches above the ground, and with 50% or more of the root ball exposed), or including all stumps in the unit price.

Appendix 3.2, Debris Management Guide

(Taken From McCracken Co. Office of Emergency
Management Operations Plan)



FEMA

RECOVERY DIVISION

FACT SHEET

RP9580.201

DEBRIS REMOVAL APPLICANT'S CONTRACTING CHECKLIST

Overview

To be eligible for reimbursement under the Public Assistance Program, contracts for debris removal must meet rules for Federal grants, as provided for in 44 CFR Part 13.36 *Procurement* (http://www.access.gpo.gov/nara/cfr/waisidx_04/44cfr13_04.html). Public Assistance applicants should comply with their own procurement procedures in accordance with applicable State and local laws and regulations, provided that they conform to applicable Federal laws and standards identified in Part 13. The following guidance is provided to assist Public Assistance applicants in the procurement process.

Contracting Process Checklist

- Use competitive bidding procedures. Complete and document a cost analysis to demonstrate price reasonableness on any contract or contract modification where adequate price competition is lacking, as detailed in 44 CFR 13.36(f).
- Provide a clear and definitive scope of work and monitoring requirements in the request for proposals/bids. Use acceptable emergency contracting procedures that include an expedited competitive bid process only if time does not allow for more stringent procedures.
- Require bidders to provide copies of references, licenses, financial records, and proof of insurance and bonding.
- Obtain review from your legal representative of your procurement process and any contract to be awarded to ensure they are in compliance with all Federal, State, and local requirements.
- Document procedures used to obtain/award contracts (procurement information, bid requests and tabulations, etc).
- Use load ticket requirement to record with specificity (e.g., street address) where debris is picked up and the amount picked up, hauled, reduced and disposed of.

FEMA will, when requested by applicants, assist in the review of debris removal contracts. However, such a review does not constitute approval.



FEMA

RECOVERY DIVISION

FACT SHEET

RP9580.201

DEBRIS REMOVAL APPLICANT'S CONTRACTING CHECKLIST

Contract Provisions Checklist - Continued

All contracts must contain/reflect the following provisions:

- Requirement that all contract amendments and modifications be in writing.
- Requirement that contractor obtain adequate payment and performance bonds and insurance coverage.

Pre-Disaster and Stand-By Contracts Checklist

- It is recommended that you pre-qualify contractors prior to an event and solicit bid prices from this list of contractors once an event has occurred.
- The solicitation for pre-qualifying contractors must adequately define in the proposed scope of work all the potential types of debris, typical haul distances, and size of events for which a contract may be activated.
- To ensure reasonable debris removal costs, award debris removal contracts based on unit prices (volume or weight).
- If the contract is awarded on a time and material basis, it should be limited to no more than 70 hours of actual clearance and removal operations.
- After the initial 70-hour period, payment should be on a unit price basis (volume or weight).



FEMA

RECOVERY DIVISION

FACT SHEET

RP9580.201

DEBRIS REMOVAL APPLICANT'S CONTRACTING CHECKLIST

Avoidance Checklist

- DO NOT:** Award a debris removal contract on a sole-source basis.
- DO NOT:** Sign a contract (including one provided by a contractor) until it has been thoroughly reviewed by your legal representative.
- DO NOT:** Allow any contractor to make eligibility determinations, since only FEMA has that authority.
- DO NOT:** Accept any contractor's claim that it is "FEMA certified." FEMA does not certify, credential, or recommend debris contractors.
- DO NOT:** Award a contract to develop and manage debris processing sites unless you know it is necessary, and have contacted the State for technical assistance concerning the need for such operations. Temporary debris storage and reduction sites are not always necessary.
- DO NOT:** Allow separate line item payment for stumps 24 inches and smaller in diameter; these should be treated as normal debris.
- DO NOT:** "Piggyback" or utilize a contract awarded by another entity. Piggybacking may be legal under applicable state law; however, the use of such a contract may jeopardize FEMA funding.
- DO NOT:** Award pre-disaster/stand-by contracts with mobilization costs or unit costs that are significantly higher than what they would be if the contract were awarded post-disaster. Such contracts should have variable mobilization costs depending upon the size of the debris work that may be encountered.



518 Beech Chapel Road Union City, TN 38261

Phone 731-885-1941 Fax 731-884-0112

June 22, 2022

Mrs. Pam Souder
McCracken Co.
300 Clarence Gaines St.
Paducah KY. 42003

RE: McCracken Co., KY. Capacity Assurance

Dear Mrs. Souder ,

The Northwest Tennessee Disposal Corporation Landfill (NTDC, Republic Services) currently has over 40 years of Landfill space available. The NTDC can assure McCracken County, KY. Capacity assurance to properly dispose of their solid waste streams during this time. NTDC is a wholly owned subsidiary of Republic Services. Please feel free to call with any questions or concerns.

David A. Bragg
Division Manager

Responsible Landfilling today to preserve tomorrow's environment



*West Kentucky Landfill
Jones Sanitation Holding, LLC*

3426 State Route 45 South
Mayfield, Kentucky 42066
(270) 247-1049 Office

June 27th, 2022

Steve Doolittle
McCracken County Deputy Judge Executive
300 Clarence Gaines Street
Paducah, KY 42003

Re: Capacity Assurance Letter
West Kentucky Landfill
3426 State Route 45 South
Mayfield, KY 42066

Dear Mr. Doolittle,

West Kentucky Landfill's Permit #042-00007.

The life span of West Kentucky Landfill is 20 years at our current volumes. We currently own 450 acres with 77.50 acres permitted as a Contained Landfill. We have plenty of available land to expand our landfill here in Mayfield.

If you need anything else, please feel free to contact me at 270-804-8813.

Thank You.

Steven Harrison
West Kentucky Landfill
Manager

3426 State Route 45S, Mayfield, KY 42066
Tel.: 270.247.1049



June 20, 2022

Pam Souder
Administrative Assistant
McCracken County Fiscal Court
McCracken County Courthouse
300 Clarence Gaines Street
Paducah, KY 42003

This letter to notify you that Waste Path Sanitary Landfill, LLC will continue to receive waste materials from your County. Waste Path currently has approximately 5 years of capacity and is in the process of permitting for additional space. This letter is to fulfill requirements for the state of Kentucky regarding disposal capacity.

Waste Path Sanitary Landfill, LLC Permit # 079-00015
Agency Interest # 2950
Capacity Assurance expiration date is June 2024

Waste Path is in the process of applying for an additional 40-year capacity.

In addition to operating our RCRA subtitle D landfill, we offer dumpster and roll off box service. These can be rented on a long term or as needed base and maybe used for transporting of various materials such as industrial waste, trash & garbage, and construction or demolition debris.

Should you have any questions or should you require any additional information please do not hesitate to contact me at 270-366-7656 ext. 224 or my cell phone 270-703-6626.

Sincerely,

A handwritten signature in black ink, appearing to read "John T. Denton, Jr.", is written over a light blue horizontal line.

John T. Denton, Jr.
Waste Path Sanitary Landfill, LLC

RECEIVED
JUL 06 2022
McCRACKEN COUNTY
JUDGE EXECUTIVE

1637 SHAR-CAL ROAD - CALVERT CITY, KY 42029
VOICE (270) 366-7656

CHAPTER 4

ATTACHMENTS

§ 97.01 TITLE.

This chapter shall be known and may be cited as the "McCracken County Solid Waste Management Facility Licensing and Permitting Ordinance."

(Ord. 98-4, passed 1-11-1999)

§ 97.02 DEFINITIONS.

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

PERSON. An individual, trust, firm, joint stock company, corporation, partnership, association, federal agency, state agency or any interstate body.

PROCESSING. Incineration, composting, bailing, shredding, salvaging, compacting and other processes whereby solid waste is modified or reduced.

RECYCLABLE MATERIALS. Any solid waste by-product that has a marketable value to any person, including, but not limited to, types of metal, plastics and paper products.

SOLID WASTE. Any garbage, litter, refuse, sludge and other material, including solid liquid semi-solid or contained gaseous material resulting from industrial, commercial or residential activities.

SOLID WASTE MANAGEMENT FACILITY. Any facility that accepts, stores, disposes processes or transfers solid waste and or recyclable materials. This includes, but is not limited to, transfer stations and recycling centers or any other solid waste handling facility.

TRANSFER STATION. Any transportation related facility, including loading docks, compaction equipment and other similar facilities where shipments of solid waste are held or transferred during the normal course of transportation.

(Ord. 98-4, passed 1-11-1999)

§ 97.03 APPLICATION OF THIS CHAPTER.

(A) It shall be unlawful for any person to operate a solid waste management facility without a permit to conduct such business. Said permit will be issued upon the approval and authority of the County Fiscal Court.

(B) Permits will be issued for a period of not more than one year, subject to continued conformance with the regulations governing the collection, processing and transportation of solid waste in the county and the state. A county official, to determine if the permit will be renewed will conduct an annual site inspection.

(C) All applications for a permit to operate a solid waste management facility must be made on an official form which may be obtained at the office of the County Judge/Executive. Failure to complete any portion of the application form or the giving of false information in the application shall be grounds for denial of the requested permit.

(D) The County Fiscal Court will continue to use the county solid waste management facility siting evaluation matrix to determine eligibility for a county permit. A facility, which scores less than 50 points will not be issued a county permit. The County Engineer and/or the County Solid Waste Coordinator will complete this process and then present it to the County Fiscal Court for action.

(E) An annual fee of \$100 must accompany the application. This fee will be refunded in the event that the permit is not granted.

(F) A performance bond of \$10,000 must be obtained and filed with the permit. This bond shall be an approved letter of credit or actual cashiers check. Failure to produce this bond will immediately terminate the permit. Failure to obtain a permit will result in immediate closure of the facility.

(Ord. 98-4, passed 1-11-1999) Penalty, see § 10.99

§ 97.99 PENALTY.

Possible fines up to \$500 for each day the deficiency notice is issued or be imprisoned in the county jail for a period not exceeding one year, or be both so fined and imprisoned.

(Ord. 98-4, passed 1-11-1999)

APPENDIX A: FORMS
NOTIFICATION FOR A PERMIT TO OPERATE

A SOLID WASTE MANAGEMENT FACILITY

REGISTRATION NUMBER _____ (For Agency Use Only)

FACILITY REGISTRATION

a. Name of Facility: _____

b. Name of Person or other legal entity which owns the facility: _____

c. Name of the operator of the facility: _____

d. Type of facility:

_____ Convenience Center

_____ Transfer Station

_____ Solid Waste Incinerator

_____ Less than one (1) acre Construction/Demolition Fill Commercial Recycling Center

If the type of facility is a commercial recycling center, please designate the following;

_____ Collection

_____ Processing

_____ Broker

e. Location of the Facility:

_____ Longitude _____ Latitude

Number of Acres _____

f. Street Address of the Facility. _____

City _____ State _____ Zip Code _____

g. Mailing Address (if different from above) _____

City _____ State _____ Zip Code _____

h. Contact Person at the facility: _____

i. Phone Number at the facility: _____

j. Name, Address and Telephone number of person preparing application if different from above:

Name: _____

Address: _____

City: _____ State: _____ Zip Code _____

Phone Number: _____

k. Questions regarding this registration should be addressed to:

Name: _____

Address: _____

City: _____ State: _____ Zip Code _____

Phone Number: _____

Describe the management, processing and/or disposal activities. Include a description of the equipment, building(s) and personal used. If waste tires are to be recycled or disposed, include a specific description of the method(s) used to process the tires so as to prevent entrapment of air or water. If additional pages necessary, provide as Attachment 1.

Complete Attachment 2, including the source and types of waste to be managed at the facility.

List the maximum amount of waste to be managed annually: _____ tons

Estimate the total quantity of all waste(s) to be managed annually: _____ tons

List the anticipated landfill(s) and the permit numbers to be used for disposal of waste from the transfer, incineration or residuals from recycling:

<u>Landfill Name</u>	<u>Permit Number</u>
_____	_____
_____	_____
_____	_____

The owner or operator of a McCracken County Solid Waste management facility permit shall keep records of the amount, source and types of municipal solid waste and waste tires received, and other information as required by the KY Natural Resources and Environmental Protection Cabinet and shall submit a quarterly summary of this information to the McCracken County Solid Waste Coordinator.

Include as Attachments 3 and 4 a site plan drawing and a locational map showing the layout of the facility and its relation to adjacent roads, streams, karst features and other distinguishing landforms and structures.

Facility Registrant Certification:

"I certify that this document and all attachments were prepared under my direction or supervision. The information submitted is, to the best of my knowledge and belief, true, accurate, and complete."

Signature of Authorized Agent: _____ Date _____

Name of Authorized Agent (typed or printed) _____

Title _____

Subscribed and sworn to before me by _____

SITING PROCEDURES

Given the lack of critical need for additional final disposal capacity in McCracken County, it is unlikely that the need for detailed solid waste facility siting criteria will be required for some time to come. However, the need may well arise in the foreseeable future to consider the issues associated with siting facilities such as a material recovery facility, refuse derived fuel facility or a composting center at some location other than the CWI Transfer Station. In any event, the McCracken County Fiscal Court and the McCracken County Planning Commission should be prepared to consider facility siting criteria in the event a municipal or private entity should choose to develop a final disposal facility within McCracken County.

The solid waste management facility siting evaluation matrix for McCracken County was designed to be sufficiently general so that it could be used as a siting evaluation with a wide range of waste management facility types. The siting evaluation matrix includes numerous evaluation criteria which the McCracken County Fiscal Court considers to be important considerations during the siting of any solid waste management facility. However some of these criteria might be more applicable to the siting of a landfill while others would probably be of greater importance during the siting of less intensive facilities such as a transfer station or a convenience center. It is for this reason that this matrix includes the provision for weighting each criterion based on the relative importance of that particular criterion in the opinion of the reviewers.

The use of this evaluation matrix is quite simple although it is not perfectly objective. The reviewers must first make a decision as to the relative significance of the various evaluation criteria based upon the type of facility under consideration. The site(s) under consideration are then evaluated using the described evaluation guidelines and a points score is applied within each evaluation category for each site under consideration. The final score within each evaluation criteria is determined by multiplying the criterion weighting by the points assigned under the evaluation guidelines. All evaluation criteria final scores are then summed to determine the total site score. If more than one site is being evaluated, the relative scoring of each site makes selection relatively straightforward. If a single site is being evaluated then the reviewing group must determine the break point between what constitutes an acceptable site versus an unacceptable site. Generally, however, the reviewing group might wish to look very critically at a site which receives less than one-half of the total points possible given the selected criteria weighting schema.

(Ord. 98-4, passed 1-11-1999)

McCracken County Fiscal Court

ORDINANCE 98-4

An ordinance establishing a permit process for the licensing of Solid Waste Management facilities in McCracken County

BE IT ORDAINED BY THE McCracken County Fiscal Court

This ordinance shall be known and may be cited as the "McCracken County Solid Waste Management Facility Licensing and Permitting Ordinance".

SECTION I – DEFINITIONS

Solid Waste Management Facility – Any facility that accept, stores disposes processes or transfers solid waste and or recyclable materials. This includes but is not limited to transfer stations and recycling centers or any other solid waste handling facility.

Processing – incineration, composting, bailing, shredding, salvaging, compacting and other processes whereby solid waste is modified or reduced.

Person – An individual, trust, firm, joint stock company, corporation, partnership, association, federal agency, state agency or any interstate body.

Solid Waste – Any garbage, litter, refuse, sludge and other material including solid liquid semi solid or contained gaseous material resulting from industrial, commercial or residential activities.

Recyclable Materials – Any solid waste by-product that has a marketable value to any person. Including, but not limited to types of metal, plastics and paper products.

Transfer Station – Any transportation related facility including loading docks, compaction equipment and other similar facilities where shipments of solid waste are held or transferred during the normal course of transportation.

SECTION II – APPLICATION OF THIS ORDINANCE

It shall be unlawful for any person to operate a solid waste management facility without a permit to conduct such business. Said permit will be issued upon the approval and authority of the McCracken County Fiscal Court.

Permits will be issued for a period of not more than one (1) year, subject to continued conformance with the regulations governing the collection, processing and transportation of solid waste in McCracken County and the state of Kentucky. A McCracken County Official, to determine if the permit will be renewed will conduct an annual site inspection.

All applications for a permit to operate a solid waste management facility must be made on an official form which may be obtained at the office of the McCracken County Judge/Executive. Failure to

complete any portion of the application form or the giving of false information in the application shall be grounds for denial of the requested permit.

The McCracken County Fiscal Court will continue to use the McCracken County Solid Waste Management Facility siting evaluation matrix to determine eligibility for a county permit. A facility, which scores less than (50) points will not be issued a county permit. The McCracken County Engineer and/or the McCracken County Solid Waste Coordinator will complete this process and then present it to the McCracken County Fiscal Court for action.

An annual fee of one hundred dollars (\$100.00) must accompany the application. This fee will be refunded in the event that the permit is not granted.

A performance bond of \$10,000 dollars must be obtained and filed with the permit. This bond shall be an approved letter of credit or actual cashier's check. Failure to produce this bond will immediately terminate the permit.

Failure to obtain a permit will result in immediate closure of the facility. Possible fines up to \$500.00 dollars for each day the deficiency notice is issued or be imprisoned in the McCracken County Jail for a period not exceeding one (1) year, or be both so fined and imprisoned.

SECTION III – VALIDITY

The provisions of this ordinance are severable, and if any section, clause, sentence, part or provision thereof shall be held illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, clauses, sentences, parts or provisions of this ordinance. It is hereby declared to be the intent of the McCracken County Fiscal Court that this ordinance would have been adopted if such illegal, invalid or unconstitutional section, clause, sentence, part or provision had not been included herein.

This ordinance shall be in full force and effect from and after its adoption.

The foregoing ordinance shall be published in the Paducah Sun on December 30, 1998.

1st reading on December 14, 1998

2nd reading on January 11, 1999

Passed by the McCracken County Fiscal Court on the 11th day of January 1999, on the motion of Commissioner Renfro seconded by Commissioner Freeman.

McCracken County Judge/Executive

SITING PROCEDURES

Given the lack of critical need for additional final disposal capacity in McCracken County, it is unlikely that the need for detailed solid waste facility siting criteria will be required for some time to come. However, the need may well arise in the foreseeable future to consider the issues associated with siting facilities such as a material recovery facility, refuse derived fuel facility or a composting center at some location other than the CWI Transfer Station. In any event, the McCracken County Fiscal Court and the McCracken County Planning Commission should be prepared to consider facility siting criteria in the event a municipal or private entity should choose to develop a final disposal facility within McCracken County.

The solid waste management facility siting evaluation matrix for McCracken County was designed to be sufficiently general so that it could be used as a siting evaluation with a wide range of waste management facility types. The siting evaluation matrix includes numerous evaluation criteria which the McCracken County Fiscal Court considers to be important considerations during the siting of any solid waste management facility. However some of these criteria might be more applicable to the siting of a landfill while others would probably be of greater importance during the siting of less intensive facilities such as a transfer station or a convenience center. It is for this reason that this matrix includes the provision for weighting each criterion based on the relative importance of that particular criterion in the opinion of the reviewers.

The use of this evaluation matrix is quite simple although it is not perfectly objective. The reviewers must first make a decision as to the relative significance of the various evaluations criteria based upon the type of facility under consideration. The site(s) under consideration are then evaluated using the described evaluation guidelines and a points score is applied within each evaluation category or each site under consideration. The final score within each evaluation criteria is determined by multiplying the criterion weighting by the points assigned under the evaluation guidelines. All evaluation criteria final scores are then summed to determine the total site score. If more than one site is being evaluated, the relative scoring of each site makes selection relatively straightforward. If a single site is being evaluated then the reviewing group must determine the break point between what constitutes an acceptable site versus an unacceptable site. Generally, however, the reviewing group might wish to look very critically at a site which receives less than one half of the total points possible given the selected criteria weighting scheme.

**MCCRACKEN COUNTY SOLID WASTE MANAGEMENT FACILITY
SITING EVALUATION MATRIX**

<u>Facility Evaluation Criteria</u>	<u>Evaluation Criterion Weighting</u>	<u>Solid</u> Evaluation Guidelines 7 - 10 Points	<u>Waste</u> Points	<u>Facility</u> Evaluation Guidelines 4 - 6 points	<u>Site</u> Points	<u>Evaluation</u> Evaluation Guidelines 0 - 3 Points	<u>Parameters</u> Points	<u>Final Score</u>
401 KAR48 Site Characteristics	(5)	Available information Indicates that the site Meets all requirements of 401KAR48 for its site type.		Available Information indicates that the site meets most requirements of 401KAR48 for its site type.		Available information indicates that the site will not meet most of the requirements of 401KAR48 for its site type.		
Site Access	(3)	Site has direct access to an all-weather thoroughfare of sufficient capacity and suitable condition to accommodate related traffic generated by the site and which is within close proximity of an interchange. Point of ingress and egress to the site is appropriately situated so as to minimize safety hazards.		Site has direct access to an all-weather thoroughfare of sufficient capacity and suitable condition to accommodate related traffic generated by the site. Point of ingress and egress to the site is appropriately situated so as to minimize safety hazards.		Site does not have direct access to an all-weather thoroughfare.		
Existing Land Use	(3)	There is no expected effect on the current economic, agricultural, historical, archaeological, or parkland significance of the site.		A minor affect can be expected to the current economic, agricultural, historical, archaeological, or parkland significance of the site.		A major affect is expected on the current economic agricultural, historical, archaeological, or parkland significance of the site.		
Surrounding Land Use	(4)	There is no anticipated effect on the surrounding social, cultural, economic or human environment. There		A moderate affect is expected to the surrounding social, cultural, economic or human environment. There are 10-50 dwellings within a one-quarter mile radius of		A major affect is anticipated on the surrounding social, cultural, economic or human		

Facility Evaluation Criteria	Evaluation Criterion Weighting	<u>Solid</u> Evaluation Guidelines 7 - 10 Points	<u>Waste</u> Points	<u>Facility</u> Evaluation Guidelines 4 - 6 points	<u>Site</u> Points	<u>Evaluation</u> Evaluation Guidelines 0 - 3 Points	<u>Parameters</u> Points	Final Score
Surrounding Land Use (...continued)	(5)	are no more than 10 dwellings within a one-quarter mile radius of the site.		the site.		environment. There are more than 50 dwellings within a one-quarter mile radius of the site.		
Environmental Considerations	(5)	There is no apparent environmental sensitivity. The site is not characterized by wetlands, floodplains, surface water, woodlands of ecological significance, or critical habitats for rare or endangered species.		Some environmental sensitivity is apparent. The site is characterized by wetlands, floodplains, surface water, woodlands of ecological significance, or critical habitats for rare or endangered species.		Major environmental sensitivity is evident. The site is characterized by some combination of wetlands, floodplains, surface water woodlands of ecological significance, or critical habitats for rare or endangered species.		
Usable Aquifers	(5)	Site is located in an area characterized by protected (confined) multiple aquifers.		Site is located in an area characterized by an unprotected water table aquifer above partially to fully protected (confined) aquifers, or in an area characterized by a protected (confined) sole source aquifer.		Site is located in an area characterized by an unprotected sole source water table aquifer.		
Public Water Supplies	(5)	No municipal well field within a 10,000' radius of the site boundaries and no other public water supply source within a 5,000 radius of the site or at least 2,500 up gradient of the site		No public water supply source within a 2,500' radius of the site boundaries or at least 1,500' up gradient of the site.		No public water supply source within a 2,000' radius of the site boundaries.		
Local Regulations	(2)	Site is zoned in an agricultural		More than one-half of the site is zoned in an		Less than one-half of the site is		

Facility Evaluation Criteria	Evaluation Criterion Weighting	<u>Solid</u> Evaluation Guidelines 7 - 10 Points	<u>Waste</u> Points	<u>Facility</u> Evaluation Guidelines 4 - 6 points	<u>Site</u> Points	<u>Evaluation</u> Evaluation Guidelines 0 - 3 Points	<u>Parameters</u> Points	Final Score
Local Regulations (...continued)	(2)	and/or industrial classification.		agricultural and/or industrial classification, with no residential zoning.		zoned in an agricultural and/or industrial classification.		
Airports	(1)	The site is located at least 15,000' from a Class A, B, or C airport, or is at least 10,000' from all other airports.		The site is located at least 10,000' from a Class A airport, or at least 5,000' from any other class of airport.		The site is located less than 5,000' from any airport.		
TOTAL SITE SCORE								

**NOTIFICATION FOR A PERMIT TO OPERATE
A SOLID WASTE MANAGEMENT FACILITY**

Registration Number _____ (For Agency Use Only)

FACILITY REGISTRATION

a. Name of Facility: _____

b. Name of Person or other legal entity which owns the facility: _____

c. Name of the operator of the facility: _____

d. Type of facility:

_____ Convenience Center

_____ Transfer Station

_____ Solid Waste Incinerator

_____ Less than one (1) acre Construction / Demolition Fill

_____ Commercial recycling Center

If the type of facility is a commercial recycling center, please designate the following:

_____ Collection

_____ Processing

_____ Broker

e. Location of the Facility:

_____ Longitude _____ Latitude

Number of Acres _____

f. Street Address of the Facility _____

City _____ State _____ Zip Code _____

g. Mailing Address (if different from above) _____

h. Contact Person at the facility: _____

i. Phone Number at the facility: _____

j. Name, Address and Telephone number of person preparing application if different form above:

Name: _____

Address: _____

City: _____ State _____ Zip Code _____

Phone Number: _____

k. Questions regarding this registration should be addressed to:

Name: _____

Address: _____

City: _____ State _____ Zip Code _____

Phone Number: _____

Describe the management, processing, and/or disposal activities. Include a description of the equipment, building(s) and personal used. If waste tires are to be recycled or disposed, include a specific description of the method(s) used to process the tires so as to prevent entrapment of air or water. If additional pages necessary, provide as Attachment 1. _____

Complete Attachment 2, including the source and types of waste to be managed at the facility.

List the maximum amount of waste to be managed annually: _____ tons

Estimate the total quantity of all waste(s) to be managed annually: _____ tons

List the anticipated landfill(s) and the permit numbers to be used for disposal of waste from the transfer, incineration or residuals from recycling:

Landfill Name

Permit Number

_____	_____
_____	_____
_____	_____

The owner or operator of a McCracken County Solid Waste management facility permit shall keep records of the amount, source and types of municipal solid waste and waste tires received, and other information as required by the KY. Natural Resources and Environmental Protection Cabinet and shall submit a quarterly summary of this information to the McCracken County Solid Waste Coordinator.

Include as attachments 3 and 4 a site plan drawing and a locational map showing the layout of the facility and its relation to adjacent roads, streams, karst features and other distinguishing landforms and structures.

Facility Registrant Certification:

"I certify that this document and all attachments were prepared under my direction or supervision. The information submitted is, to the best of my knowledge and belief, true, accurate, and complete."

Signature of Authorized Agent: _____ Date _____

Name of Authorized Agent (typed or printed): _____

Title: _____

Subscribed and sworn to before me by: _____

This the _____ Day of _____, 20_____

Notary Public Signature _____

My Commission Expires _____

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Kentucky Department for Environmental Protection
Division of Waste Management
Recycling and Local Assistance Branch
300 Sower Boulevard, Second Floor - Frankfort KY 40601
(502) 564-6716

**Municipal Solid Waste (MSW) Collector and Recycler
Registration and Report**

1. Reporting Year	2021		
2. County	McCracken		
3. City	Paducah		
4. Collector (Type)	<input type="checkbox"/> City Franchise Hauler	<input type="checkbox"/> City Permit Hauler	<input type="checkbox"/> Franchise Hauler
	<input type="checkbox"/> Permit Hauler	<input type="checkbox"/> Private Hauler	<input checked="" type="checkbox"/> Municipally Owned
	<input type="checkbox"/> Recycler	<input type="checkbox"/> Transfer Station or Convenience Center Self-Haul	
5. Name of Collector	City of Paducah - Public Works - Solid Waste		
6. Doing Business As	City of Paducah		
7. Contact Person	Name: Chris Barber	Title/Position: Public Works Director	
	Signature: <i>Chris Barber</i>	Date Submitted: 2/10/2022	
	Mailing Address: 1120 N 10th St	City: Paducah	
	State: KY	Zip Code: 40301	Email Address:
	Phone Number: 270 444-8511	Fax Number: () -	
8. Routes/Coverage Area	City limits of Paducah, KY		
9. Number of Households Served	11,360		
10. Number of Businesses	963	Number of industrial facilities	
11. MONTHLY COST PER HOUSEHOLD - SOLID WASTE			
Waste Pick-Up	Per Bag (Cost if Charged per Bag)	Rate For Low Income/Elderly	
\$ 16.50	\$	\$	
12. TONNAGE OF MSW COLLECTED FOR DISPOSAL - SOLID WASTE			
Amount Disposed in Tons	Disposal Facility/Transfer Station	Tipping Fees/Ton	
28,936.02	GFL/WEA (Freedom Waste)	\$ 40.80	
		TOTAL TONS	
13. RECYCLING REPORTING			
13(a). Door-to-door	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
13(b). County Households	Door-to-door recycling provided for: 1255		

13(c). Average Monthly Cost	Curbside Recycling \$ 3.00 / month	Yard Waste Pick-Up \$ 0
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14. TOTAL AMOUNT OF RECYCLING MATERIALS

Recycling Materials	Quantity
Aluminum Cans	Tons
Antifreeze/Ethyl Glycol	Gallons
Asphalt	Tons
Cardboard	162.37 Tons
Cloth	Tons
Concrete	Tons
Electronic Scrap	Tons
Glass	Tons
Lead Acid Batteries	Each
Metal, Ferrous (Steel, White Goods)	Tons
Metal, Non-Ferrous (Aluminum, Copper, Scrap Brass, Stainless Steel)	Tons
Motor Oil	Gallons
Newsprint	Tons
Paint (Recycled/Reused Only)	Gallons
Paper, Mixed Residential	Tons
Paper, Office Mixed	Tons
Paper, Office White	Tons
Pesticide Containers	Tons
Plastic, #1 PET (Soft Drink Bottles)	Tons
Plastic, #2 HDPE (Milk Jugs)	Tons
Plastic, Mixed	Tons
Polystyrene (Styrofoam Products)	Tons
Printer Toner Cartridges/Inkjet Cartridges	Each
Sewage Sludge	Tons
Single Stream, Included Items:	Tons
Steel Cans	Tons
Tires	Each
Other Mixed	428.86
Other	
Other	

Kentucky Department for Environmental Protection Division of Waste Management Recycling and Local Assistance Branch 300 Sower Boulevard, Second Floor – Frankfort KY 40601 (502) 564-6716			FOR OFFICIAL USE ONLY DO NOT WRITE IN THIS SPACE			
Municipal Solid Waste (MSW) Collector and Recycler Registration and Report						
1. Reporting Year		2020				
2. County		McCracken				
3. City						
4. Collector (Type)		<input type="checkbox"/> City Franchise Hauler		<input type="checkbox"/> City Permit Hauler		
		<input type="checkbox"/> Franchise Hauler		<input type="checkbox"/> Municipally Owned		
		<input type="checkbox"/> Permit Hauler		<input checked="" type="checkbox"/> Private Hauler		
		<input type="checkbox"/> Recycler		<input type="checkbox"/> Transfer Station or Convenience Center Self-Haul		
5. Name of Collector		WCA Waste Corporation of America				
6. Doing Business As		WCA				
7. Contact Person		Name: Steve Harrison		Title/Position: Manager		
		Signature: <i>Steve Harrison</i>		Date Submitted: 01/20/21		
		Mailing Address: 3426 State Rotue 45 South		City: MAYFIELD		
		State: KY		Zip Code: 42066		Email Address: steven.harrison@gflenv.com
		Phone Number: (270)247-1049		Fax Number: (207)247-4473		
8. Routes/Coverage Area		Rural McCracken County				
9. Number of Households Served		0				
10. Number of Businesses		63		Number of industrial facilities 13		
11. MONTHLY COST PER HOUSEHOLD – SOLID WASTE						
Waste Pick-Up		Per Bag (Cost if Charged per Bag)		Rate For Low Income/Elderly		
\$n/a		\$n/a		\$n/a		
12. TONNAGE OF MSW COLLECTED FOR DISPOSAL – SOLID WASTE						
Amount Disposed in Tons		Disposal Facility/Transfer Station		Tipping Fees/Ton		
3,270.33		WCA WKy Landfill		56.42		
				TOTAL TONS		
				3,270.33		
13. RECYCLING REPORTING						
13(a). Door-to-door		<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No		
13(b). County Households		Door-to-door recycling provided for: N/A				

13(c). Average Monthly Cost	Curbside Recycling \$ N/A	Yard Waste Pick-Up \$ N/A
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14. TOTAL AMOUNT OF RECYCLING MATERIALS

Recycling Materials	Quantity	
Aluminum Cans	N/A	Tons
Antifreeze/Ethyl Glycol	N/A	Gallons
Asphalt	N/A	Tons
Cardboard	N/A	Tons
Cloth	N/A	Tons
Concrete	N/A	Tons
Electronic Scrap	N/A	Tons
Glass	N/A	Tons
Lead Acid Batteries	0	Each
Metal, Ferrous (Steel, White Goods)	N/A	Tons
Metal, Non-Ferrous (Aluminum, Copper, Scrap Brass, Stainless Steel)	N/A	Tons
Motor Oil	N/A	Gallons
Newsprint	N/A	Tons
Paint (Recycled/Reused Only)	N/A	Gallons
Paper, Mixed Residential	N/A	Tons
Paper, Office Mixed	N/A	Tons
Paper, Office White	N/A	Tons
Pesticide Containers	N/A	Tons
Plastic, #1 PET (Soft Drink Bottles)	N/A	Tons
Plastic, #2 HDPE (Milk Jugs)	N/A	Tons
Plastic, Mixed	N/A	Tons
Polystyrene (Styrofoam Products)	N/A	Tons
Printer Toner Cartridges/Inkjet Cartridges	N/A	Each
Sewage Sludge	N/A	Tons
Single Stream, Included Items:	N/A	Tons
Steel Cans	N/A	Tons
Tires	N/A	Each
Other	N/A	
Other	N/A	
Other	N/A	

13(c). Average Monthly Cost	Curbside Recycling \$	Yard Waste Pick-Up \$
14. TOTAL AMOUNT OF RECYCLING MATERIALS		
Recycling Materials		Quantity
Aluminum Cans		Tons
Antifreeze/Ethyl Glycol		Gallons
Asphalt		Tons
Cardboard		Tons
Cloth	1007.57	Tons
Concrete		Tons
Electronic Scrap		Tons
Glass		Tons
Lead Acid Batteries		Each
Metal, Ferrous (Steel, White Goods)		Tons
Metal, Non-Ferrous (Aluminum, Copper, Scrap Brass, Stainless Steel)		Tons
Motor Oil		Gallons
Newsprint		Tons
Paint (Recycled/Reused Only)		Gallons
Paper, Mixed Residential		Tons
Paper, Office Mixed		Tons
Paper, Office White		Tons
Pesticide Containers		Tons
Plastic, #1 PET (Soft Drink Bottles)		Tons
Plastic, #2 HDPE (Milk Jugs)		Tons
Plastic, Mixed		Tons
Polystyrene (Styrofoam Products)		Tons
Printer Toner Cartridges/Inkjet Cartridges		Each
Sewage Sludge		Tons
Single Stream, Included Items:		Tons
Steel Cans		Tons
Tires		Each
Other		
Other		
Other		

Kentucky Department for Environmental Protection
Division of Waste Management
Recycling and Local Assistance Branch
300 Sower Boulevard, Second Floor – Frankfort KY 40601
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**Municipal Solid Waste (MSW) Collector and Recycler
Registration and Report**

1. Reporting Year	2021		
2. County	McCracken		
3. City	Paudcha, KY		
4. Collector (Type)	<input type="checkbox"/> City Franchise Hauler <input type="checkbox"/> City Permit Hauler <input type="checkbox"/> Franchise Hauler <input type="checkbox"/> Municipally Owned		
	<input type="checkbox"/> Permit Hauler <input checked="" type="checkbox"/> Private Hauler <input type="checkbox"/> Recycler <input type="checkbox"/> Transfer Station or Convenience Center Self-Haul		
5. Name of Collector	Waste Path Services LLC		
6. Doing Business As	same		
7. Contact Person	Name: John Denton		Title/Position: Environmental Coordinator
	Signature:		Date Submitted: 2/11/22
	Mailing Address: 1637 Shar-Cal Rd		City: Calvert City
	State: KY	Zip Code: 42029	Email Address: john@wastepath.com
	Phone Number: (270)366-7656		Fax Number: (270)395-8153
8. Routes/Coverage Area	Ballard, Calloway, Carlisle, Christian, Crittenden, Fulton, Hickman, Graves, Livingston, Lyon Marshall, McCracken and Trigg		
9. Number of Households Served	6276		
10. Number of Businesses	357	Number of industrial facilities 5	
11. MONTHLY COST PER HOUSEHOLD – SOLID WASTE			
Waste Pick-Up	Per Bag (Cost if Charged per Bag)	Rate For Low Income/Elderly	
\$18	\$	\$	
12. TONNAGE OF MSW COLLECTED FOR DISPOSAL – SOLID WASTE			
Amount Disposed in Tons	Disposal Facility/Transfer Station	Tipping Fees/Ton	
16042.71	Waste Path Sanitary Landfill LLC 1637 Shar-Cal Rd Calvert City, KY 42029	40	
		TOTAL TONS	16042.71
13. RECYCLING REPORTING			
13(a). Door-to-door	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No
13(b). County Households	Door-to-door recycling provided for: No		

13(c). Average Monthly Cost	Curbside Recycling \$	Yard Waste Pick-Up \$
14. TOTAL AMOUNT OF RECYCLING MATERIALS		
Recycling Materials		Quantity
Aluminum Cans		Tons
Antifreeze/Ethyl Glycol		Gallons
Asphalt		Tons
Cardboard	139.47	Tons
Cloth		Tons
Concrete		Tons
Electronic Scrap		Tons
Glass		Tons
Lead Acid Batteries		Each
Metal, Ferrous (Steel, White Goods)		Tons
Metal, Non-Ferrous (Aluminum, Copper, Scrap Brass, Stainless Steel)		Tons
Motor Oil		Gallons
Newsprint		Tons
Paint (Recycled/Reused Only)		Gallons
Paper, Mixed Residential		Tons
Paper, Office Mixed		Tons
Paper, Office White		Tons
Pesticide Containers		Tons
Plastic, #1 PET (Soft Drink Bottles)		Tons
Plastic, #2 HDPE (Milk Jugs)		Tons
Plastic, Mixed		Tons
Polystyrene (Styrofoam Products)		Tons
Printer Toner Cartridges/Inkjet Cartridges		Each
Sewage Sludge		Tons
Single Stream, Included Items:		Tons
Steel Cans		Tons
Tires		Each
Other		
Other		
Other		

City of Paducah



Recycling

Curbside Recycling Program

The City of Paducah offers voluntary, single-stream, curbside recycling for its residential customers. For more information and to sign up for this voluntary service that costs \$3 per month, visit Curbside Recycling.

Green for Life (GFL) Recycling Drop-Off Facility

Through a contract with Green for Life (GFL) , Paducah offers a recycling drop point location next to GFL's transfer station at 400 State Street in Paducah. The facility is open Monday through Friday from 7 a.m. until 3:30 p.m. and Saturday from 8 a.m. until noon. There is no charge for the general public to drop off recyclables.

Note: This facility is closed to the public on Thanksgiving Day, Christmas Day, and New Year's Day.

Customers can drive through and unload recyclables by placing them in one of the large blue containers. Please separate cardboard and place it in the marked bin. All other accepted recyclables can be placed together in the blue single-stream bins.



Accepted recyclables:

- Pasteboard (which includes cereal and other similar-type boxes)
- Newspapers, magazines, junk mail, phone books, hardback and paperback books, office paper
- Tin, steel, and aluminum cans
- Plastic containers. Please rinse containers before bringing them to the facility.

GFL will NOT accept electronics, batteries, household hazardous waste, refrigerators, freezers, tires, or glass.

Commercial Recycling Collection

Commercial solid waste haulers are allowed to collect recyclables from commercial entities in the City of Paducah. An annual permit is required at a cost of \$50 per year. Call the Public Works Department at 270-444-8511 for more information.

Waste Stream Reduction

Through composting, the City of Paducah is reducing the waste stream by more than 23%. This diversion occurs from the yard waste as well as the biosolids from the wastewater treatment process. Click Compost Facility for more information about the facility located on North 8th Street and the composting process. The City of Paducah also offers a corrugated cardboard recycling program for local businesses. This amounts to approximately a 3% reduction in our waste stream. The combination of these recycling programs amounts to more than a 26% reduction in our waste stream.

Christmas Tree Recycling

To dispose of a live Christmas tree, the City of Paducah urges residents to recycle by taking the tree to the Compost Facility located at 1560 North 8th Street during regular business hours. Please remove all lights, garland, ornaments, and tree stand/base before taking the tree to the Compost Facility. Residents also can dispose of trees by calling the Public Works Department at 270-444-8511 to request the tree to be picked up by city crews.

Private Recycling Companies

To find recycling centers in any Kentucky county (including McCracken County), visit Kentucky Division of Waste Management . . . Also, visit Recycling Centers for a

website that allows you to enter your zip code to find recycling centers in your region.

City of Paducah Mission Statement: To be the best city in the world.



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City of Paducah

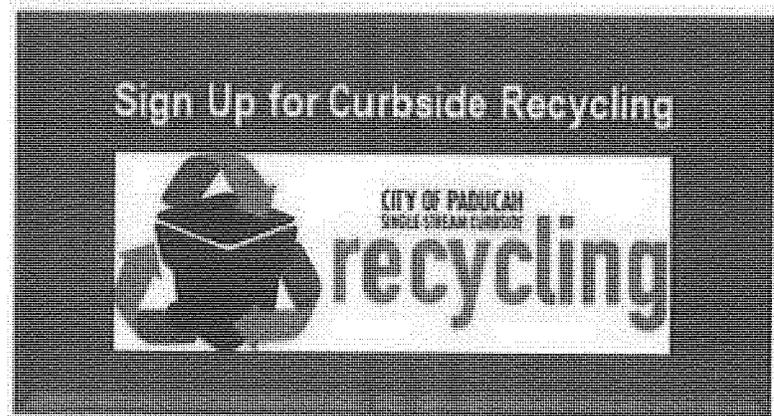
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Curbside Recycling

Voluntary, Single-Stream, Curbside Recycling

How to Sign Up for Curbside Recycling

This is a voluntary, single-stream, curbside recycling program in which residents can sign up at any time. The fee is \$3 per month for one 96-gallon blue rollout container that is collected twice per month. If a resident needs additional recycling containers, each one is an additional \$3 per month charge. The fee appears on the property owner's Paducah Water bill.



To sign up for curbside recycling, click the Recycling logo or call the Public Works Department at 270-444-8511. The Paducah Water account number associated with the address is required in order to complete the registration process. The person responsible for that account must be the one who requests the recycling service.

Accepted and Not Accepted Items

This is a single-stream program which means that all accepted recyclables can be placed in the recycling rollout together. There is no need to sort. The recyclables are taken to Freedom Waste Service in Paducah, a private company that has contracted with the City of Paducah for the transfer and proper disposal of solid waste and the transfer of recyclables to a processing facility.

Accepted items for recycling are office paper, newspaper, junk mail, catalogs, shredded paper, steel cans, aluminum cans, pasteboard (cereal boxes, etc.), #1 and #2 plastics, and cardboard. Residents are encouraged to rinse and crush containers. Please place items loosely in the recycling rollout and try not to use plastic bags since bags can get caught in the mechanical parts during the single-stream sorting process.

Items that should **NOT** be placed in the recycling rollout are electronics, batteries, household and medical hazardous waste, Styrofoam, waste oil, tires, and glass.

About the Curbside Recycling Program

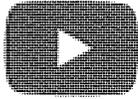
The City of Paducah offers voluntary, single-stream, curbside recycling for its residential customers.

- Residential service only
- Voluntary subscription
- Single-stream (no sorting necessary for accepted items)
- \$3 fee per month per subscriber *(The fee is to purchase recycling rollout containers and due to the fact that the disposal of recyclable materials is, at this time, \$5.18 more per ton than the disposal of solid waste.)*

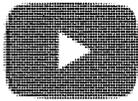


- Collection at curbside/roadside (no alleys)
- Collection twice per month on Mondays. If your normal trash collection day is either Tuesday or Wednesday, recycling will be collected on the first and third Monday of the month. If your normal trash collection day is either Thursday or Friday, recycling will be collected on the second and fourth Monday of the month. View the [Interactive Map](#) to find out your collection days based on address.
- Uses 96-gallon blue rollout containers
- The recycling collection day may change due to holidays. Visit [Holiday Schedule](#) for more information.

Tell Me More - Curbside Recycling



Paducah View (episode 49) - Curbside Re...



Recycling Drop Point Location

In addition to the residential curbside recycling program, the City offers a recycling drop point location at Green for Life (GFL) located at 400 State Street. The drop point location is open Monday through Friday from 7 a.m. until 3:30 p.m. and Saturday from 8 a.m. until noon. There is no charge for the general public to drop off recyclables.

Keys to Success

The keys to the program's success are public participation and the efficiencies gained in the Engineering and Public Works Departments through a restructuring of the brush and yard waste collection program. Residents should manage some of their yard waste/grass clipping at the household level by mulching or by using the garbage rollout for smaller volumes of twigs and bags of yard waste. To request a collection of yard waste or brush, call Public Works at 270-444-8511.

The City of Paducah's voluntary, single-stream, curbside recycling program launched with the first collection on Monday, January 22, 2018.

The City of Paducah is committed to providing a responsible and efficient curbside recycling program that enables our community to make a positive impact on the environment.

City of Paducah Mission Statement: To be the best city in the world.



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Compost Facility

Yard Waste, Brush, and Limb Collection

The City of Paducah provides yard waste, brush, and limb collection to residents as a part of their monthly service charge for solid waste collection. The City has changed to a call-in request system with brush collection based upon a minimum volume of material to be collected. Also, residents are asked to manage some of their yard waste/grass clipping at the household level by mulching or by using the garbage rollout for smaller volumes of twigs and bags of yard waste.

Leaves and grass clippings should be bagged, not to exceed 50 pounds per bag. All yard waste shall be placed at your point of refuse pick up. Large tree limbs, stumps, and trunks are special collections, and there could be a minimal charge.

To request a collection of brush, tree limbs, or several bags of yard waste, call 270-444-8511.

Note: Yard waste generated/left by a private contractor will not be collected by City crews.

Homeowners and/or the contractor must dispose of these materials.



Compost Facility

The City of Paducah Compost Facility located at 1560 North 8th Street accepts brush, leaves, and yard debris. The Compost Facility is accepting yard debris from Paducah and McCracken County residents. **This service is free to Paducah city residents.** County residents and contractors working within the city limits will be charged according to fee schedule below. Contractors will only be allowed to dispose of debris removed from within the city limits of Paducah. Furthermore, contractors working inside the Paducah city limits who drop off debris will need to have the name of resident and address of the location from where the yard debris has been collected.

**Compost Facility Hours
and Location**

1560 North 8th Street, Paducah
Monday through Friday 7 a.m.-3 p.m.

**Disposal Fees (for
commercial
organizations and non-
city residents)**

Pick-Up Truck and Small Trailer: \$5.00
Larger Trailer and Single Axle Dump Truck: \$10.00
Double Axle and Triple Axle Dump Truck: \$25.00
20 Cubic Yards and Over: \$50.00

Products for Purchase

Premium Compost: \$20.00 a bucket (call for availability, 270-444-8511)
Wood Chip Compost: \$5.00 a bucket
Raw Wood Chips: \$10.00 a bucket (call for availability, 270-444-8511)
Note: Each bucket is a 2 1/2 yard bucket (a pick-up truck load). Depending upon the amount of raw materials, some of these products may not be available.

Christmas Tree Recycling

To dispose of a live Christmas tree, the City of Paducah urges residents to recycle by taking the tree to the Compost Facility located at 1560 North 8th Street during regular business hours. The facility is open Monday through Friday, 7 a.m.-3 p.m. Please remove all lights, garland, ornaments, and tree stand/base before taking the tree to the Compost Facility. Residents also can dispose of trees by calling the Public Works Department at 270-444-8511 to request the tree to be picked up by city crews.

Frequently Asked Questions about the Compost Facility

Q. How does the Compost Facility contribute to recycling efforts?

A. You may not realize it, but Paducah is known across Kentucky for its recycling efforts. Through this composting operation, the City of Paducah is reducing the waste stream by over 23%. This diversion occurs from the yard waste as well as the biosolids from the wastewater treatment process. The Compost Facility keeps brush, limbs, leaves, grass clippings, and sludge from entering a landfill. The facility was created to reduce disposal costs by preventing tons of brush and other organic matter in addition to wastewater sludge from entering a landfill. The City of Paducah pays for each ton of material that is taken to a landfill or hauled off for recycling. Using numbers from 2015 - the Facility turned 20,161 tons of brush, leaves, and other debris and 6861 tons of wastewater sludge into compost which saved nearly \$1.2 million in disposal fees. Impressive recycling numbers! Visit Recycling to learn more about recycling in the City of Paducah.

Q. How did the Compost Facility get started?

A. The Compost Facility is a local service initiated in the mid-1990s by the City of Paducah Solid Waste Division in cooperation with the former City of Paducah Wastewater Treatment Division. This is before the creation of the Joint Sewer Agency (JSA). Former employees, Wastewater Plant Superintendent Kevin Murphy and Solid Waste Superintendent Sarah Phillips, worked together to create the facility.

Q. How does it operate?

A. The bulk, organic yard waste is collected around the city and ground into a mulch-like substance. Then, the waste product from the wastewater treatment plant, known as sludge which has the appropriate biological properties, is mixed with the ground up organic waste. After the sludge and mulch are mixed together, they "cook" outside in compost rows for 30 to 45 days maintaining a constant core temperature of 135 to 145 degrees. Periodically, a large piece of equipment (a scarab) which looks like a gigantic rototiller is used to agitate the compost rows. The time it takes for the compost to "cook" varies depending upon the weather and moisture content. The decomposition process creates a significant amount of heat which means the employees monitor the temperatures and watch to prevent spontaneous combustion.

Q. Is the product safe to use in gardens and flowerbeds?

A. Yes, the product is safe to use in gardens and flowerbeds. We use it across the City in the parks. It may have an initial odor, but it quickly dissipates. Compost holds up to 6 times its own weight in water. Soil with a healthy amount of organic matter soaks up water like a sponge and regulates the water supply to the plants. On the other hand, a soil with a poor amount of organic matter resists water penetration, leading to crusting, erosion, and flooding.

Q. Is the compost tested?

A. The product is tested every two months for items such as fecal coliform bacteria, pH, and heavy metals such as mercury, selenium, lead, and copper.

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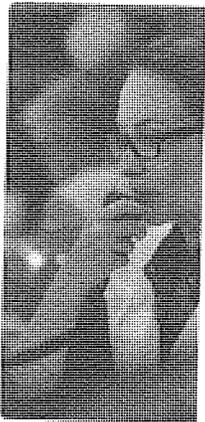
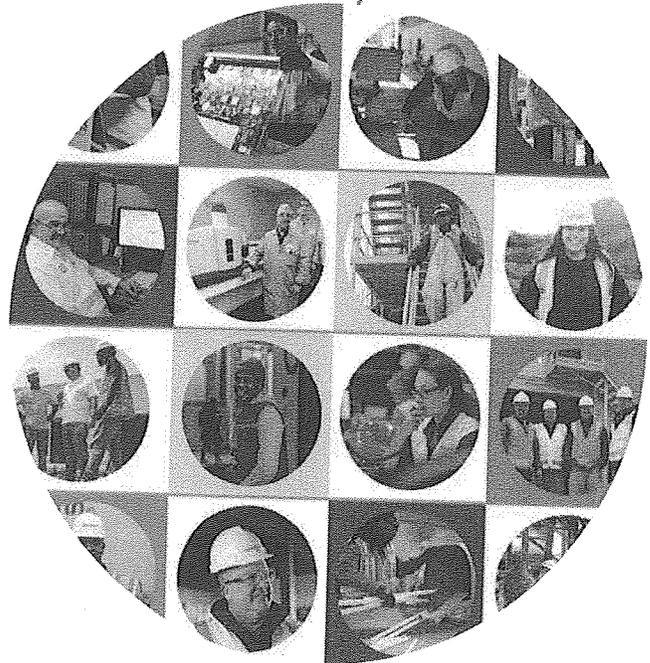
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CLEAN EARTH

WHO WE ARE

As one of the most trusted leaders of environmental and regulated waste management services, we stand apart.



**Clean Earth
Recycles
4,000,000 Tons**

**MORE ABOUT OUR
HARDWORKING
TEAM'S SUCCESS →**

AS ONE OF THE MOST TRUSTED LEADERS OF ENVIRONMENTAL AND REGULATED WASTE MANAGEMENT SERVICES, WE STAND APART



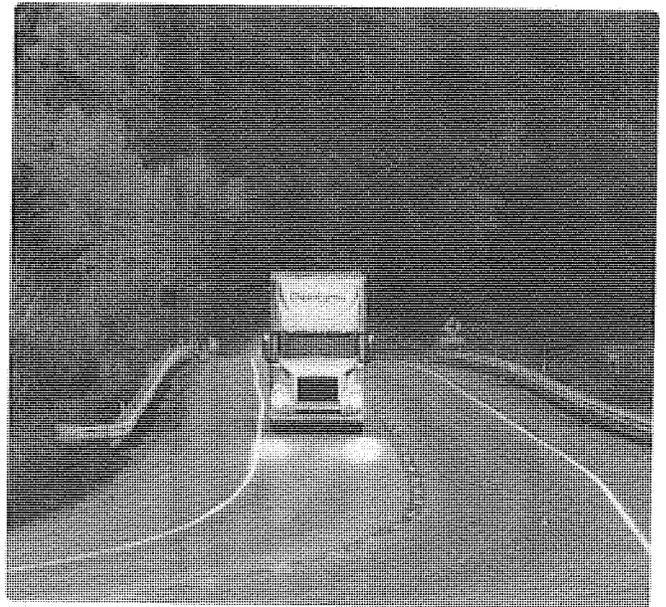
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Clean Earth is one of the largest specialty waste companies in the United States providing remediation, disposal, recycling, and beneficial reuse solutions for contaminated soil, dredged material, and hazardous and non-hazardous waste. Our vast portfolio of technologies and services touches nearly every industry that generates waste including energy, infrastructure, commercial, industrial, retail, and healthcare markets.

**PROVIDING SOLUTIONS WHEREVER
YOU NEED US**

THE LARGEST TSDF NETWORK IN THE COUNTRY

With the largest TSDF network in the country, it is our unique capability of providing a one-source, full-service solution to handle multiple waste streams from a single customer. Our processes are detailed, our due diligence is tireless, and our results provide unmatched recycling and disposal solutions for our customers with the utmost in customer service.



Everyday Clean Earth takes a hands-on, dedicated approach to recycling and beneficially reusing waste that would otherwise go into landfills. Allow our team of experts to provide a customized waste disposal and recycling solution for your company, tailored to your needs, and your goals.

Clean Earth

RECYCLING MILLIONS OF TONS EVERY YEAR

TRANSFORMING YOUR WASTE CHALLENGES INTO RECYCLING OPPORTUNITIES. HERE'S A LOOK AT 2021.

4,100,000

Tons of Waste Recycled

3,264,607

Tons of Contaminated Soil Recycled

16,484,000

Pounds of Electronics Recycled

10,250,000

Pounds of Aerosol Cans Recycled

10,664,000

Pounds of Lamps Recycled

964,000

Pounds of Ballasts Recycled

10,434,000

Pounds of Batteries Recycled

273,550

Tons of Dredged Material Processed

RESOURCES

READ THE LATEST FROM CLEAN EARTH

**AND
MANY
MORE
(/NEWS).
→**

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5/19/2021

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2020
Environmental,
Social and
Governance
Report**

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Nearly 1.1
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Pounds of
Non-Viable
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2020**

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Harsco:
Inspiring
Each Other
to Achieve
More**

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CLEAN EARTH IS THE RIGHT CHOICE, NOW MORE THAN EVER.

Reach out to our team of experts today.

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[Dredged Material \(/materials/dredged-material\)](#)

WELCOME TO A CLEAN EARTH

PROVIDING SOLUTIONS WHEREVER YOU NEED US

Strategically positioned, with locations across the United States, we hold a portfolio of extensive environmental permits to be your one-source, full-service provider for safely managing the recycling and disposal of all your hazardous and non-hazardous waste.

WELLS FARGO BANK

CLEAN EARTH NAMED 2021 SEAL AWARD WINNER

[READ THE STORY →](#)

HARSCO CORPO MOST LOVED W

[READ THE STORY](#)

OUR SERVICES

WE HANDLE YOUR JOB LIKE IT'S THE ONLY ONE WE HAVE.

Clean Earth offers a comprehensive array of specialty waste treatment, disposal, and recycling solutions. From start to finish, we will exceed your waste management needs with proactive solutions and reliable services.

HAZARDOUS & NON- HAZARDOUS WASTE

SOIL

Customized, full-service soil disposal and recycling solutions that

DREDGE

As one of the nation's longest-running processors, we are dedicated to providing dredged [Page 7 of 11](#)

hazardous waste disposal and recycling solutions

CleanEarth

(1) through the largest network of TSDFs in the country.

solutions that benefit your business and the world around us.

material processing and beneficial reuse solutions to preserve our environment.



ELECTRONICS

Providing industry certified secure and responsible IT Asset Management and Disposal to optimize recycling results and safeguard your private data.



HAVE OTHER WASTE NEEDING REMOVAL OR TREATMENT?

GET IN TOUCH →

THE CLEAN EARTH DIFFERENCE

ONE SOURCE. MULTIPLE SOLUTIONS. COUNTLESS ADVANTAGES.

Our customized approach and steadfast devotion to problem-solving means we're able to identify more efficient and effective ways to address

Appendix 4.6 - Clean Earth Recycling



waste, so the outcome benefits your business, as well as the environment at large.

Clean Earth

“Through our national reach, our experienced team, and dedicated customer service we are helping our nation achieve excellence in waste minimization and compliance, bringing environmentally responsible and sustainable practices to all of our diverse needs.”

Jim Kreger
General Manager

LEARN MORE

FROM WASTE MATERIAL TO ITS CLEAN POTENTIAL



WHAT WE HANDLE

From your site to final placement, recycling or reuse, we provide reliable and sustainable solutions for all of your specialty waste management needs.

▶ WHAT WE HANDLE

OUR EXPERTISE AND CAPABILITIES

- ✓ Contaminated Soil
- ✓ Dredged Material
- ✓ Hazardous Waste
- ✓ Non-Hazardous Waste
- ✓ Aerosols
- ✓ Electronics

WE STAND APART

TRUSTED LEADERS IN THE ENVIRONMENTAL & WASTE INDUSTRY



(L)

With the largest TSD network in the country, it is our unique capability of providing a one-source, full-service solution to handle multiple waste streams from a single customer. Our processes are detailed, our due diligence is tireless, and our results provide unmatched recycling and disposal solutions for our customers with the utmost in customer service.



JEREMY HOJNICKI, EHS MANAGER



I have recommended Clean Earth as a hazardous waste solution provider to other retailers. Clean Earth provides excellent service at competitive prices. The Client Relations and National Account Management teams are fantastic.

EXPLORE OUR RETAIL SERVICES →

INDUSTRIES

TRUSTED IN ALL SECTORS



**MANUFACTURING
&
INDUSTRIAL**



RETAIL



PHARMACEUTICAL



EDUCATION



**ENERGY &
UTILITIES**



GOVERNMENT



FINANCIAL



CONSTRUCTION



CHEMICAL

Dream Green

Paducah, KY

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***ATTENTION: Accepting new customers throughout all of McCracken County!
Please email us @dreamgreenky@gmail.com to sign up for service or with any
questions!***

Dream Green, LLC, established in 2011, is the only curbside pick up recycling service in McCracken County. Locally owned and female operated; we provide Residential, Commercial and Industrial recycling solutions for a wide variety of clientele.

Please click on either the Commercial or the Residential link for more information about the services we offer.

*Interested in recycling service for your business or industrial complex outside of McCracken County? Contact us for a quote.

To pay your bill, please click on the "Pay Now" link.

Email: dreamgreenky@gmail.com

Phone: 270-442-2088

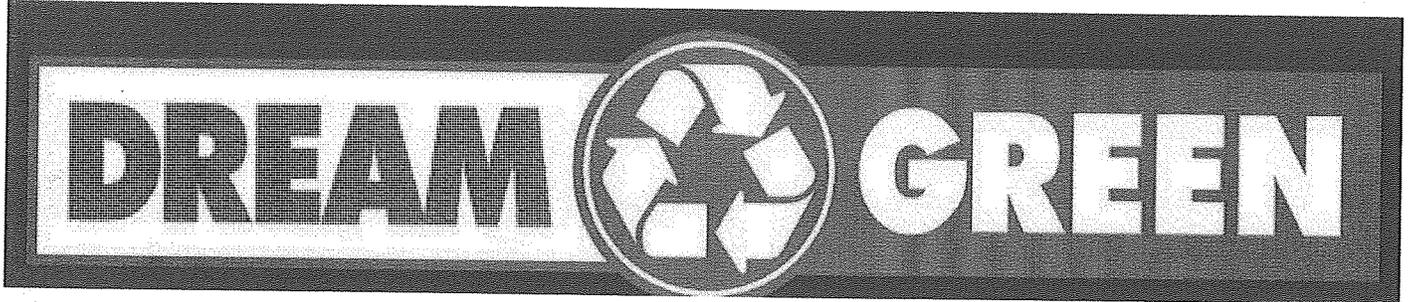
Dream Green

Paducah, KY

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RESIDENTIAL SERVICES

- No sorting is required and single stream is encouraged!
- Bin liners are provided.
- Set pick-up schedule but flexibility is offered in cases where rescheduling is needed.
- Monthly emailed pick-up reminders.

Items we pick up:

Cardboard
Paperboard
Paper
Plastics 1 & 2
Aluminum

Tin

Items we do not accept:

Glass

Wood

Ceramics

Personal Hygiene Items

Clothing

Styrofoam (including peanuts)

Vinyl

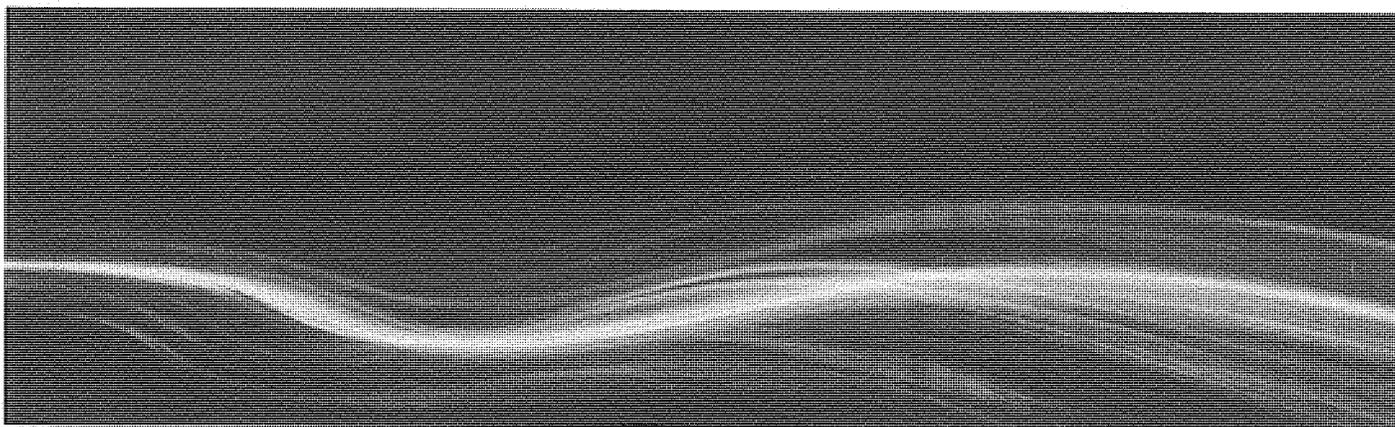
Rubber

Paint

Any Plastics other than 1 or 2

All Liquids and food products

SIGN UP BY EMAILING US AT
DREAMGREENKY@GMAIL.COM



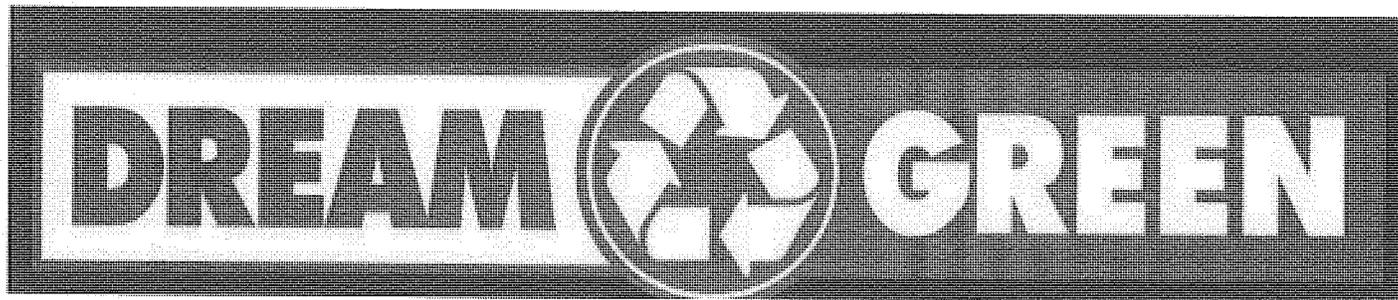
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Paducah, KY

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COMMERCIAL SERVICES

We offer a list of services customized to meet your individual business needs which include:

- Free consultation and site walk-through
- Procurement of containers
- Signage for recycling stations
- Educational classes and handouts for employees
- Monthly or quarterly weight reports if needed

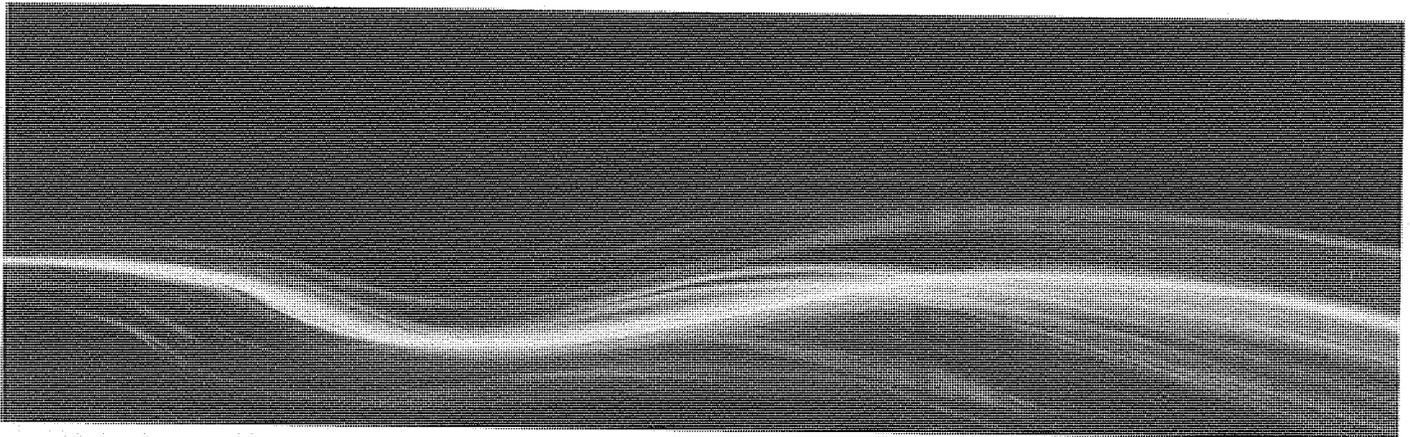
A sampling of industries we currently service:

- Government Entities
- Large Industrial Complexes
- Hotels
- Auto Dealerships
- Banks
- Law Firms
- Brokerage Houses
- Barge Companies

- Medical Offices and complexes
- Construction Companies
- Hair Salons

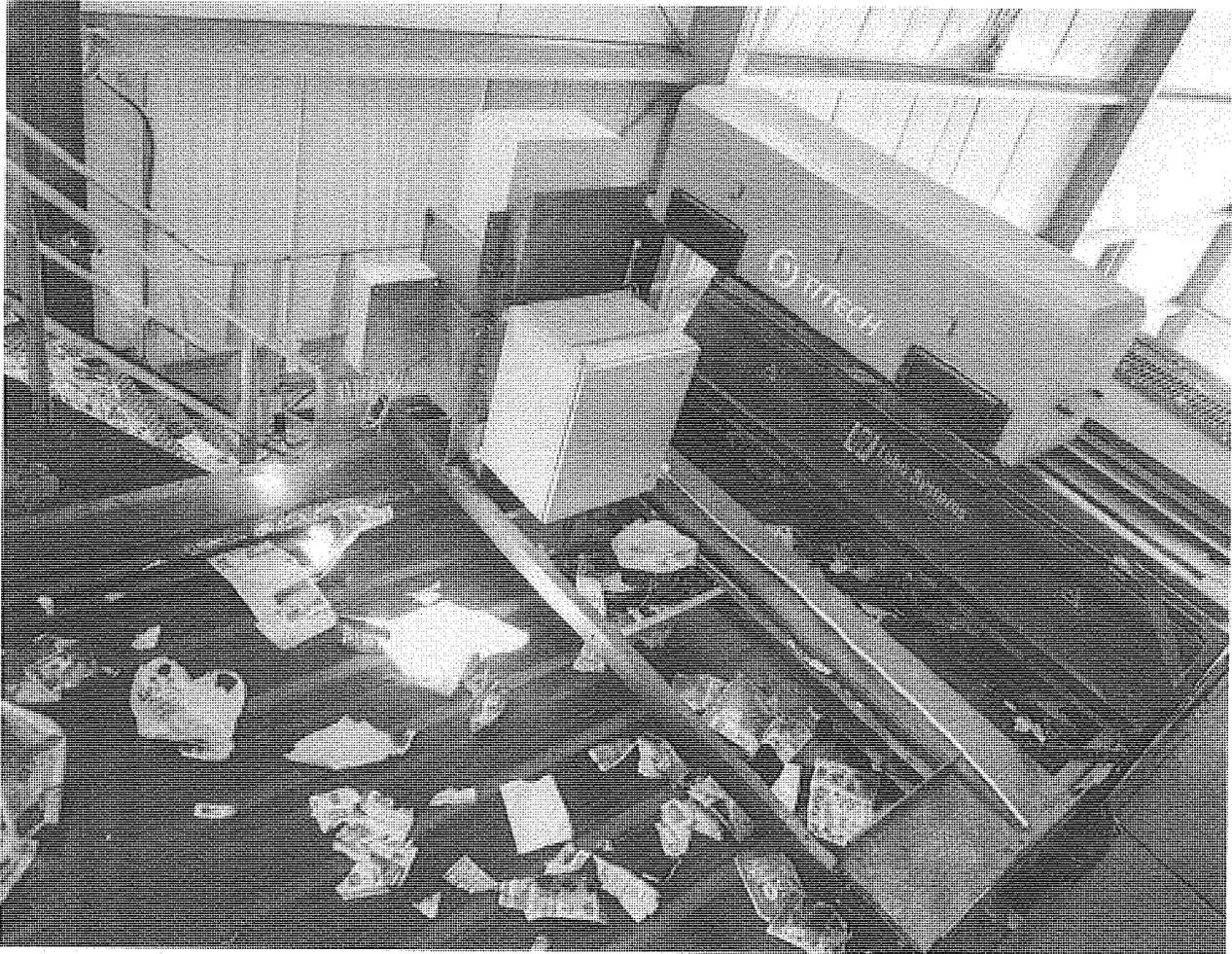
- Medical Spas
- Schools and college campuses
- Media Outlets
- Heating and Air Supply Companies
- Landscape Companies
- Utility Companies
- Coffee Shops
- Veterinary Clinics

E-MAIL US AT DREAMGREENKY@GMAIL.COM
OR CHECK OUR OUR FACEBOOK PAGE TO MAKE
AN APPOINTMENT FOR A SITE INSPECTION!





Residential Recycling Services



Regular, reliable curbside collection

Recycling is essential to the future of our planet. As such, it forms an integral part of GFL's commitment to the environment.

For our customers, recycling is an opportunity to maintain a more sustainable waste stream that helps keep recyclable materials out of landfills. Our residential recycling plans offer customers the resources they need to achieve this.

GFL will provide you with regular, reliable curbside collection of your recyclables on your scheduled service day, and a suitable bin or container to hold items until they are picked up. Once you have your container, simply follow the same guidelines as your solid waste container in regards to curbside placement, according to your recycling collection schedule.

GFL provides single stream recycling, meaning all approved recycling materials go into the same container. While this is generally convenient, just one misplaced item can contaminate an entire batch of recycling, so be sure to check our [general recycling guidelines page](#) and consult your local branch to see which items are accepted at your recycling center.

At GFL, we pride ourselves on being at the forefront of innovative recycling practices and we strive to offer superior recycling opportunities to all our customers.

Services vary by location. For inquiries about recycling, [contact us](#). To sign up for service, [click below](#).

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SERVICES / FOR HOME / RESIDENTIAL SOLID WASTE / RECYCLING COLLECTION /
ACCEPTABLE MATERIALS

Acceptable Materials for Recycling Collection



What is recycling?

Please note: accepted materials vary by location. The list below provides a general guide on what can be recycled. For more information, contact your local branch.

Recycling is the process of separating specific reusable materials from garbage streams and diverting them to facilities that will repurpose them for reuse.

Recycling offers a sustainable alternative to regular waste streams by decreasing input into municipal landfills. It's essential to the future of our planet to drastically reduce the environmental impact of our waste materials and ensure that scarce resources are recovered and reused.

At GFL, our recycling operations involve materials such as wood, paper, cardboard, plastic, glass, aluminum and other metals. We collect, sort and prepare these materials for market and future use as recycled material. In some locations, we have our own state-of-the-art Material Recovery Facilities (MRFs) where we process recyclables into high-quality commodities.

What can I recycle?

When it comes to recycling, awareness is key. Contamination is the biggest issue impacting successful recycling practices today, when people throw in items they shouldn't, such as grease-soaked cardboard, plastic bags or paint cans. This is why it's important to know what you can recycle and what you can't.

It's also important to note that accepted items vary by location and facility. Below is a general guide to what you can recycle, but this is NOT location specific. To ensure you are recycling correctly, please contact your local GFL branch or recycling center to get a list of accepted items.**

USUALLY ACCEPTED: Plastic recycling

Includes all CLEANED plastic bottles and jars #1 to #7: soft drink bottles, milk jugs, detergent bottles, FLATTENED cartons, etc. Check the bottom of the container: if you see the recycling symbol with a #1, 2, 3, 4, 5, 6, or 7 in the center, it is acceptable.

USUALLY ACCEPTED: Metal recycling

Includes aluminum cans, pie and baking pans, tin cans, steel food containers, EMPTY aerosol cans, and lids. Metal beverage cans, baking tins, foil, and food containers are also included in this material category.

All items must be CLEAN OF FOOD.

USUALLY ACCEPTED: Cardboard recycling

Includes corrugated cardboard, shipping boxes, cereal and dry food boxes, shoe boxes, tissue boxes, moving boxes, detergent boxes, soda/beer cartons, and paper towel/toilet tissue rolls.

All boxes MUST BE FLATTENED for proper disposal.

USUALLY ACCEPTED: Paper recycling

Includes newspapers, inserts, labels, magazines, catalogs, paperback books, manila folders, letterhead, notebook paper (no backings), computer paper, envelopes (with windows), coupon books, index cards, calendars, and brown paper bags.

SOMETIMES ACCEPTED: Glass recycling

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ACCEPTABLE MATERIALS

PLACEMENT GUIDELINES

MORE RESIDENTIAL SOLID WASTE

Waste Collection

PLACEMENT GUIDELINES



FAQ

HOW DO I REINSTATE CANCELED SERVICE TO MY ACCOUNT?

HOW DO I ADD OTHER SERVICES TO MY ACCOUNT?

HOW DO I FIND MY ACCOUNT NUMBER?

HOW DO I CREATE A "MY ACCOUNT"?

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Find your Local Branch

FIND A BRANCH



SERVICES



LATEST



LEARN MORE



NEED HELP?



 ALL INQUIRIES OR CONCERNS REGARDING THE CITY OF TORONTO MUNICIPAL WASTE COLLECTION PLEASE CONTACT THE 311 HOTLINE BY PHONE OR WEB AT TORONTO.CA/311

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What can't I recycle?

- Styrofoam
- Window glass and mirrors
- Electronic waste (TVs and computers)
- Motor oil containers
- Yard waste
- Chemical containers
- Shredded paper
- Plastic bags
- Ceramics or dishes
- Food waste
- Scrap metal
- Monitors

**Please check with your local branch for details of what's accepted and what isn't in your area. This general list does not apply everywhere, but it follows the most common practices, so always double check to avoid contamination.

[SIGN UP FOR SERVICES](#)

OTHER SERVICES IN RESIDENTIAL SOLID WASTE



Placement Guidelines

[Placement Guidelines](#)

[LEARN MORE](#)

[SEE ALL FOR HOME](#)

FAQ

[HOW DO I REINSTATE CANCELED SERVICE TO MY ACCOUNT?](#)

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Find your Local Branch

FIND A BRANCH



SERVICES

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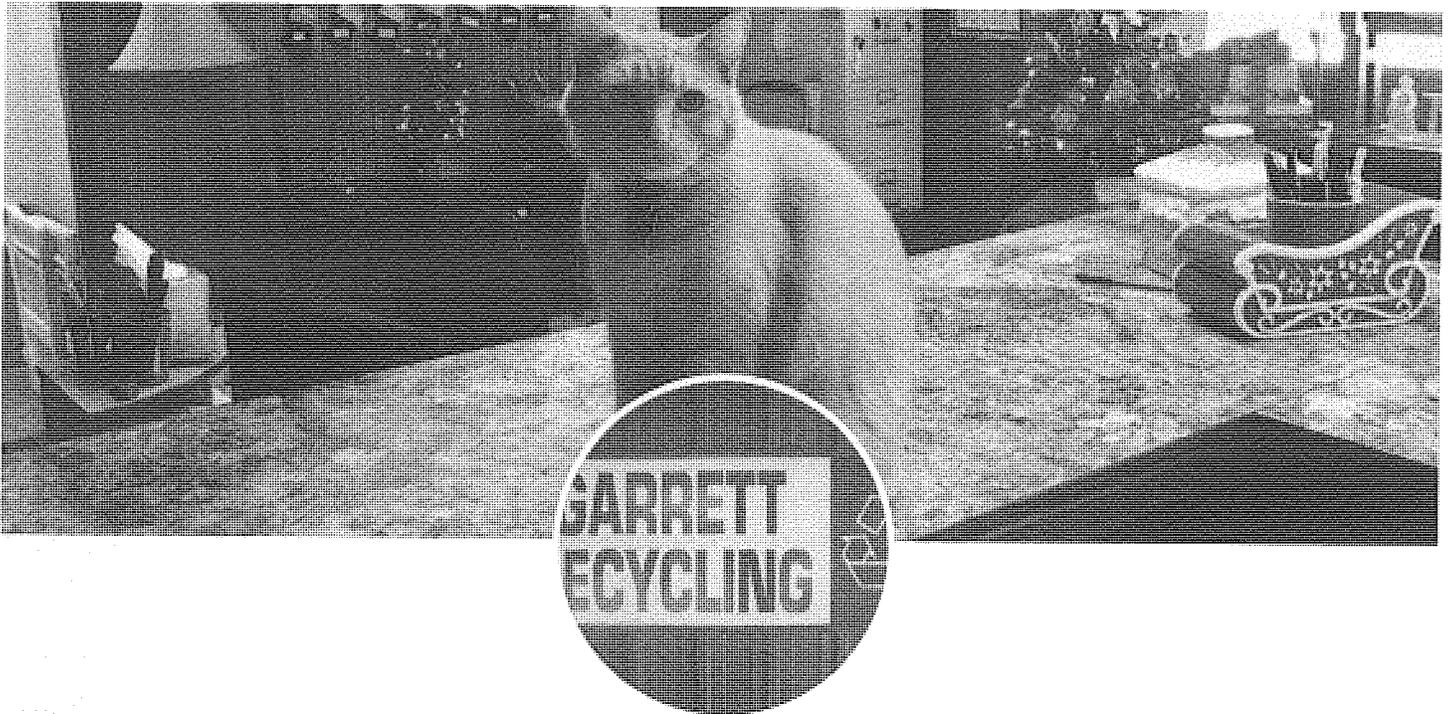
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Garrett Recycling, Inc.- Paducah, Kentucky

1.5K likes • 0 following

Posts About Photos Videos



Intro

We recycle many types of ferrous and nonferrous scrap metals.

Page · Recycling Center

1500 Blow Ave, Paducah, KY, United States, Kentucky

(270) 441-7635

Connect with Garrett Recycling, Inc.- Paducah, Kentucky on F...

Log In

or

Create new account

Business Hours:
Monday-Friday
7:30am - 4:00pm

Garrett Recycling, Inc.
1500 Blow Avenue
Paducah, KY 42003
PRICE LIST

Phone: 270-441-7635
Fax: 270-442-8088

Price	Commodity	7/11/2022
PRICES MAY CHANGE AT ANYTIME!!!		
2.80	Copper #1 Wire, Pipe, Tubing- 12 gauge or larger NO INSULATION	
2.60	Copper #2 Wire, Pipe, Tubing NO INSULATION	
2.60	Sheet Copper	
85¢	Insulated Copper	
1.40	LARGE Insulated Copper	
25¢	Extension Cords/Communication Wire	
2¢	Christmas lights-NO BULBS	
1.35	Yellow Brass - AMMO BRASS 10¢ LESS	
1.55	Hard Brass	
1.45	Red Brass	
1.20	Car Radiators (with brass & copper)	
90¢	**UNCLEAN Car Radiators	
1.10	Aluminum/Copper Radiators	
1.00	**UNCLEAN Aluminum/Copper Radiators	
55¢	Aluminum Cans	
60¢	Sheet Aluminum	
40¢	**UNCLEAN Sheet Aluminum	
35¢	Aluminum Radiators	
20¢	**UNCLEAN Aluminum Radiators	
45¢	Cast Aluminum	
20¢	**UNCLEAN Cast Aluminum	
60¢	Aluminum Wheels	
50¢	**UNCLEAN Aluminum Wheels	
45¢	Chrome Wheels	
40¢	**UNCLEAN Chrome Wheels	
90¢	Heater Cores	
40¢	Stainless Steel (Under 4')	
20¢	**UNPREPARED Stainless Steel	
5¢	Die Cast	
60¢	Lead	
7¢	Wheel Weights	
15¢	Breakage (Aluminum & Brass)	
15¢	Transmissions (Breakage)	
15¢	Electric Motors (Copper Wound Only)	
\$135/Ton	Sheet Metal	
\$135/Ton	Autos ** MUST HAVE VIN # MOTOR & TRANSMISSION	
\$135/Ton	INCOMPLETE Autos (without motor or transmission)	
\$70/Ton	Busses	
\$135/Ton	Car Motors	
\$140/Ton	Scrap Iron	
\$180/Ton	Short Iron (3'X2' or shorter)	
\$170/Ton	Cast Iron-Shreddable	
\$50/Ton	Fence/Wire	
\$130/Ton	Oversized Iron (Heavy Oversized Iron)	
\$10.00 each	Catalytic Converters-Whole	
\$50/Ton	Cardboard	
\$50/Ton	Office Paper-WHITE	
\$50/Ton	Newspaper/Magazines	

****NOTE**
"LIKE" OUR FACEBOOK
PAGE TO VIEW OUR
CURRENT PRICE LIST
AND TO BE NOTIFIED
ANYTIME PRICES
MAY CHANGE AND/OR
DAYS WE WILL BE
CLOSED FOR
BUSINESS.**

**NO BATTERIES!!!
GAS TANKS ON AUTOS
MUST BE DRAINED!!!**

ALL METALS MUST BE SEPARATED TO RECEIVE THEIR INDIVIDUAL PRICES!

**NO GAS TANKS!!!
THERE IS A \$50.00 CHARGE ON LOADS WITH GAS TANKS!**

**NO BATTERIES!!!
NO FREON!!!
NO TIRES!!!**



Garrett Recycling, Inc.- Paducah, Kentucky

July 12 at 4:34 PM · 🌐

...

👍 1

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Nearby Recycling

Republic Services
829 Burnett St
Paducah, KY 42001

[Recycle by State](#)

[Recycling Information](#)

[Electronics Recycling](#)

[Water Conservation Tips](#)



**LET'S GO
FORWARD
2 SCHOOL**

Recycle Books

Earth Day Projects

FAQ

Footprint Calculators

Recycling Techniques

Car Donation Charities

Popular Searches

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Directions

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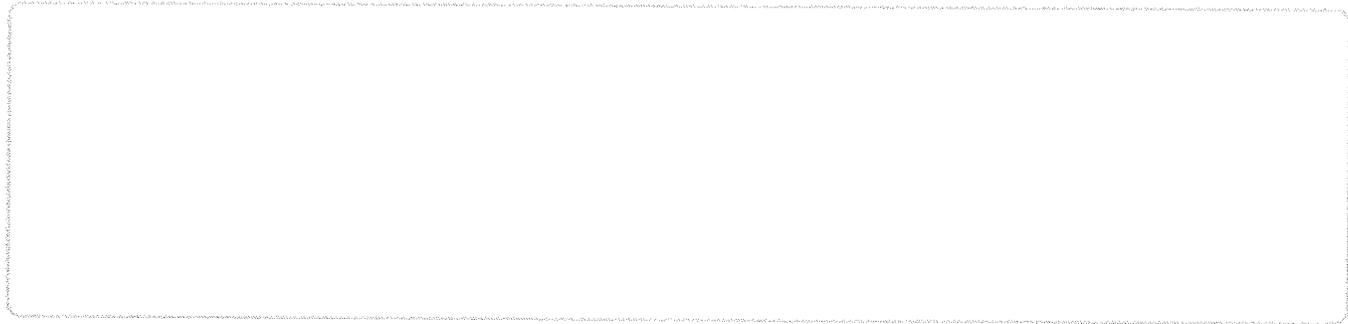
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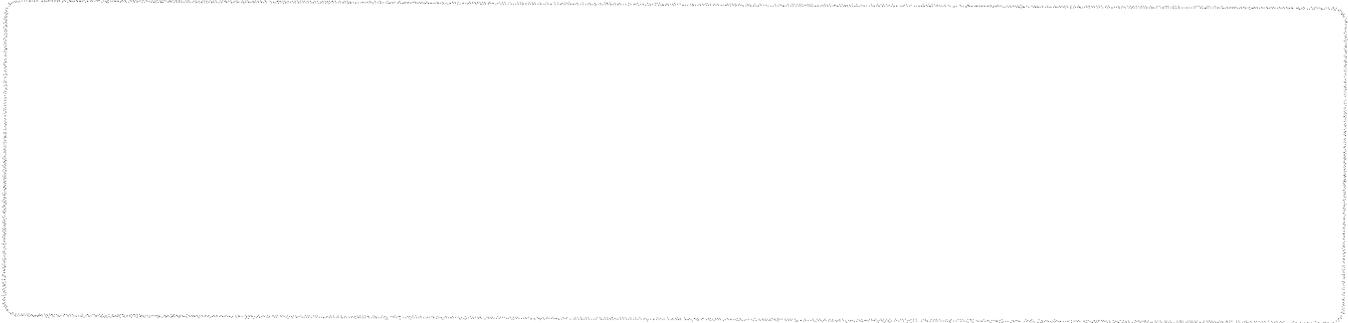
Resistant Roofing LLC®





Energy Star Interactive Home Energy Saver Tool

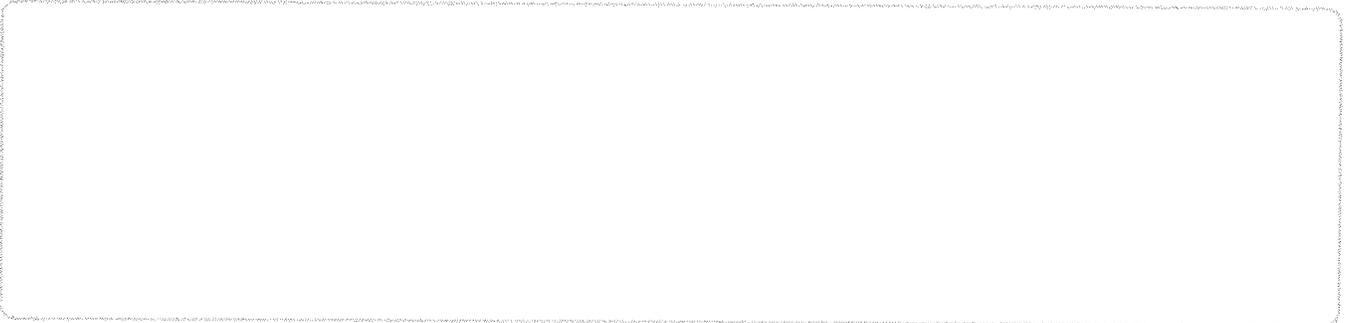
Lower your impact and save money by making small changes in your home to make it more efficient. Use the interactive house below to see how you can save energy and money in and around your home.



History of Recycling

Recycling

Recycling is a key component of modern waste reduction and is the third component of the "Reduce, Reuse, and Recycle" waste hierarchy.



Tips About Water Conservation

The best way by far to lower the planet's need for water is water conservation. Using less water has a chain reaction effect by using less energy for heating water and treating sewage. Using less water, especially hot water, also saves electricity which in turn saves water because the production of electricity itself uses a good deal of water.



How Do I Recycle Old Books

One of the questions we receive at RecyclingCenters.org is "How do I recycle my old books?". We've compiled a list below of ways you can do recycle books and help out those who don't have access to books or resources to obtain them.

COUPON CODES AVAILABLE

GET CODES

MORE RESEARCH

Recycling Information

Electronics Recycling

Water Conservation

Footprint Calculators

Recycling Techniques

Car Donation Charities

Save Energy At Home

Recycle Books

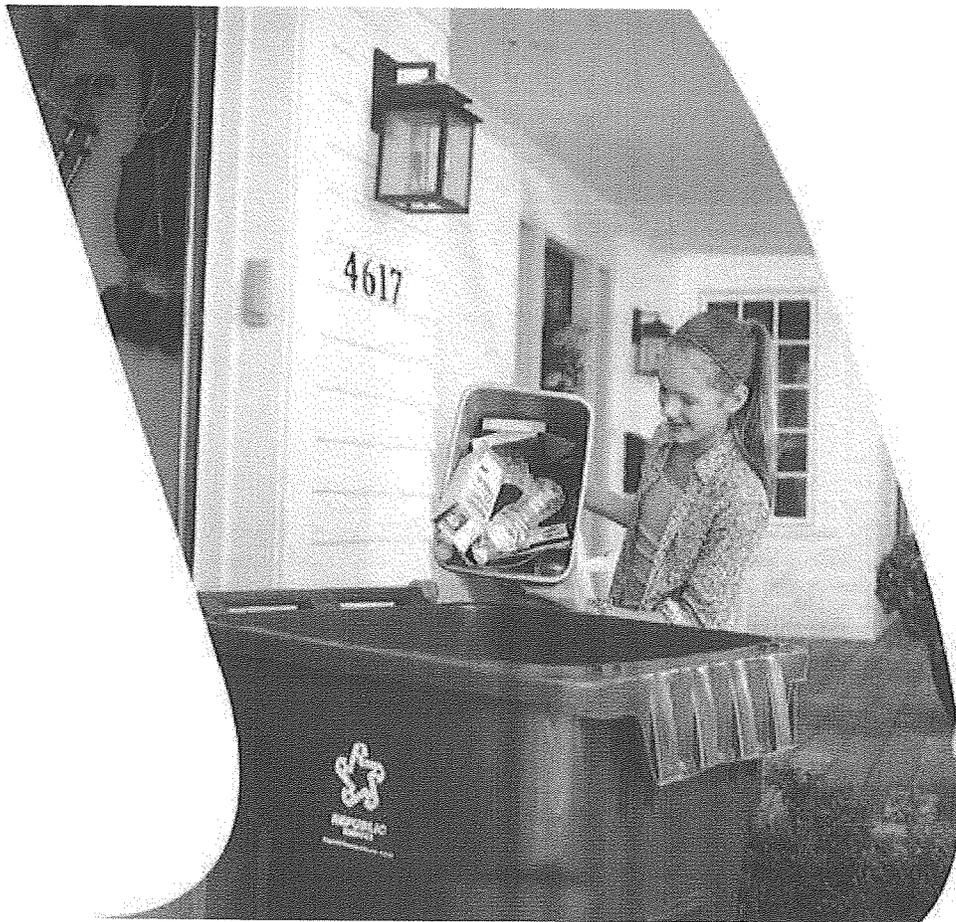
Earth Day Projects

Recycling Centers by State

FAQ's

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Feedback

Residential Recycling Services

Safe, reliable, curbside residential recycling + friendly customer service = your favorite weekly ritual. Give us a wave next time we're in your neighborhood.

Recycling solutions for home: find products and services available near you.

Enter your address



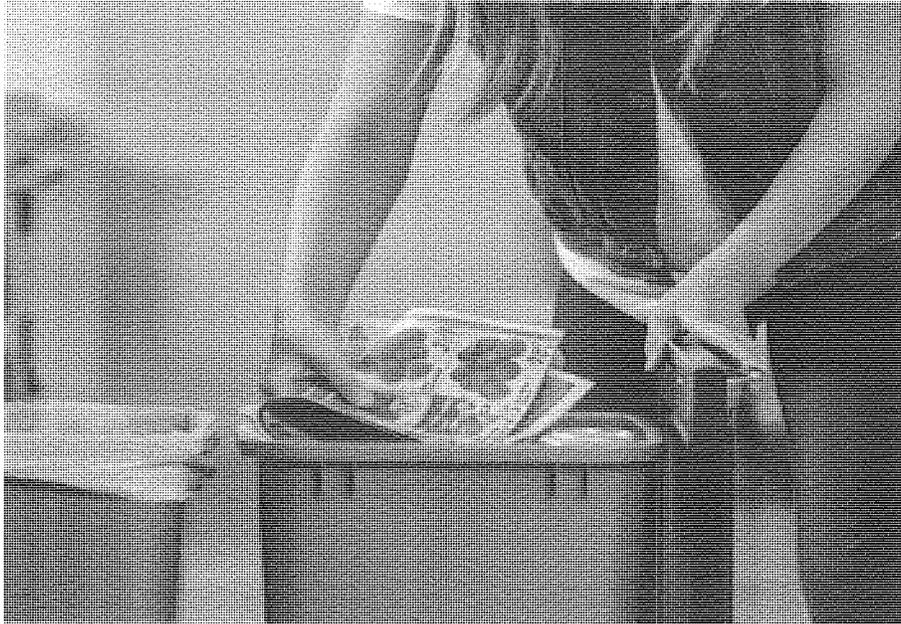
[VIEW SERVICES >](#)



Looking for Republic Services recycling?

Enter your address above or use the tool below to find a wide variety of recycling services available in your area.

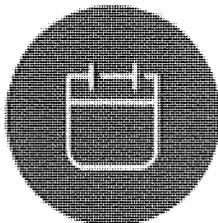
- Start your recycling service
- View coverage and pricing
- Rent a roll-off dumpster for one-time service



Feedback

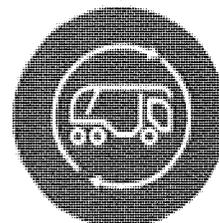
Need help choosing a service?

To request trash pickup or recycling, start by selecting the type of service you need below



One Time or Temporary Service

Or



Recurring Service





What to do before you put your recyclables in the bin

Watch this short video to learn how to prepare your items for your residential recycling bins. It's as simple as 1-2-3!

Feedback

Recycling is easy. Check out the links below for tips and tricks on how to do your part in saving the planet.

- [Recycling basics](#)
- [Electronics recycling](#)
- [Battery recycling](#)
- [Light bulb recycling](#)
- [Organics recycling](#)



Moving soon? We can help you make the transition quick and smooth.

Feedback

- [Update your account](#)
- [Get trash services](#)
- [Rent a roll-off dumpster](#)
- [Moving tips and resources](#)



Leading the way in environmental solutions and services.

Our commitment

At Republic Services, we're dedicated to creating a cleaner, safer, healthier world for all. Learn how millions of customers rely on us to for service that protects our environment and the communities we serve.

[Sustainability in Action™ >](#)



Feedback

Get fast, convenient service

Use your online account to schedule special pickups and deliveries, order additional waste and recycling services, rent a dumpster for large waste removal, order a new curbside cart, and more.

[SCHEDULE A SPECIAL PICKUP OR ACCOUNT](#)

Our Company

- About Us
- Careers
- Media
- Investors



- Ethics & Compliance
- Charitable Giving
- Committed to Serve
- RecyclingSimplified.com
- Sustainability
- Business Development
- Blog

Customer Support

- Pay My Bill
- Manage My Account
- Request Services
- Call or Contact Us
- Pricing Disclosures
- Residential Service Terms
- Service Alerts
- Service & Holiday Schedule
- Find a Facility
- FAQs
- CA Residents-Do Not Sell My Personal Information

Feedback

Products & Services

Residential

- Residential Solutions
- Residential Recycling
- Residential Dumpster Rental
- Dumpster Rental - How It Works
- Dumpster Size Guide

Business

- Business Solutions
- Business Recycling
- Commercial Dumpster Rental
- Compactors
- Construction Waste
- Electronics Recycling
- Moving?



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CHAPTER 5

ATTACHMENTS

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

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

Open Dump: Any facility on site for the disposal of solid waste which does not have a valid permit issued by the Cabinet or does not meet the environmental performance standards established under regulation promulgated by the Cabinet.

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

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

Public Nuisance: Illegal waste disposal practices that include but are not limited to open burning, open dumps, or littering which are deemed to be a nuisance under applicable law.

Recycling: Any process by which materials which would otherwise become solid waste are collected, separated, or processed and reused or returned to use in the for of raw materials or products, including refuse-derived fuel when processed in accordance with administrative regulations established by the Cabinet, but does not include the incineration or combustion of materials for the recovery of energy.

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

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

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

Solid Waste: Any garbage, refuse, sludge and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, mining (excluding coal mining wastes, coal mining by-products, refuse and overburden), agricultural operations, and from community activities, but does

abandoned or unattended white goods (i.e., icebox, refrigerator, or other receptacle that has an airtight door) without first removing the door.

Subsection 3.6: Storage Containers Not in Compliance

Solid waste containers that do not meet the specifications as outlined in this Section shall be considered waste and will be collected together with their contents and disposed of.

SECTION 4: TRANSPORTATION OF SOLID WASTE

Subsection 4.1: Collection Vehicle Standards

All transportation vehicles shall be maintained in a safe, clean and sanitary condition, and shall be so constructed, maintained and operated as to prevent spillage of solid waste therefrom. All vehicles to be used for transportation of solid waste shall be constructed with watertight bodies and with covers which shall be an integral part of the vehicle or shall be a separate cover to the vehicle and shall be secured whenever the vehicle is transporting solid waste, or, as an alternate, the entire bodies thereof shall be enclosed with only loading hoppers exposed. No solid waste shall be transported in the loading hoppers. They shall be cleaned as often as necessary to prevent a nuisance and insect breeding and shall be maintained in good repair.

SECTION 5: DISPOSAL OF SOLID WASTE

Subsection 5.1: Open Burning

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

Subsection 5.2: Open Dumping

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

Subsection 5.3: Disposal Sites

All waste not subject to being collected by an independent household solid waste collection contractor, other than Yard Waste as addressed in Subsection 2.7, must be disposed of at one of the following locations:

- i. Disposal and processing facilities.
- j. Records of quantity and type of wastes at processing and/or disposal facilities.
- k. Handling of special wastes such as sludges, ashes, agriculture, construction, bulky items, tires, automobiles, oils, greases, etc.
- l. Reporting requirements of private haulers shall include the following: Reports produced semi-annually (due July 15 and January 15) to the governing body a list of households and businesses participating in the designated collection service.

SECTION 7. PROHIBITED PRACTICES

It shall be unlawful for any person to:

- a. Dispose of garbage, refuse, rubbish or debris by dumping the same on any premises in the county with or without the consent of the owner of the premises;
- b. Dump or permit the dumping of garbage, refuse, rubbish and debris on any property within the county;
- c. Deposit solid waste in any solid waste container other than his own, without the written consent of the owner of such container and/or with the intent of avoiding payment of the service charge required for solid waste collection and disposal;
- d. Interfere in any manner with solid waste collection and transportation equipment or with solid waste collectors in the lawful performance of their duties;
- e. Burn solid waste unless an approved incinerator is provided or unless a variance has been obtained from the appropriate air pollution control agency;
- f. Dispose of dead animals in any container to be collected by solid waste collection contractors;
- g. Own or operate an open dump;
- h. Engage in the feeding of food waste to animals for commercial purposes;

- i. Dispose of solid waste at any facility or location which is not approved by the county and permitted by the Kentucky Department for Environmental Protection. Such facilities are the following:

- (1) The McCracken County Authorized Solid Waste Disposal Facility:

JONES SANITATION HOLDINGS, LLC.
FREEDOM WASTE SERVICES
400 STATE STREET
PADUCAH, KENTUCKY 42003
270-557-7342

- (2) The additional Solid Waste Disposal Facility:

REPUBLIC SERVICES, INC.
829 BURNETT STREET
PADUCAH, KENTUCKY 42001
270-575-3805

- j. Engage in the business of collecting, transporting, processing or disposing of household solid waste within the geographic boundaries of the county without a valid contract presently in full force with the individual household/generator;
- k. Engage in the business of collecting, transporting, processing or disposing of household solid waste within the geographic boundaries of the county pursuant to a valid contract presently in full force with the individual household/generator without having obtained or maintained a McCracken County business license.
- l. To engage in any conduct or commit any omission that would constitute a violation of any provision of this ordinance.

SECTION 8. PUBLIC NUISANCES

NOTE: McCracken County currently has in place a Property Maintenance Code set forth in its entirety in McCracken County Ordinance No. 2000-14. Said ordinance regulates the area of public nuisance abatement procedures regarding public nuisances created by all means of failure to maintain property, both public and private. Any and all public nuisances resulting from the violation of any term(s) of this ordinance shall be addressed in accordance with the regulations and provisions set forth in McCracken County Ordinance No. 2000-14.

SECTION II. Duty of Maintenance of Private Property

No person owning, leasing, occupying or having charge of any property shall maintain or keep any code violation thereon, nor shall any such person keep or maintain such property in a manner causing any diminution in the value of the other property in the neighborhood in which such property is located.

SECTION III. Unsightly Grass or Weeds

It shall be unlawful for the owner, occupant, or person having control or management of any property in McCracken County, Kentucky to permit code violation or health hazard to develop thereon through excessive growth of grass or weeds. Weeds and grasses in excess of ten (10) inches tall must be properly cut, and all noxious (harmful) weeds shall be prohibited. Agricultural and Gardening practices will be exempt from this section of the ordinance.

SECTION IV. Unlawful Dumping and/or Collection of Litter

- A. *It shall be unlawful* for the owner, occupant or person having control or management of any property in McCracken County, Kentucky to collect, throw or deposit litter of any kind in any way on public or private property except at the CWI Transfer Station located at 829 Burnett Street. However, depositing or dumping such litter in approved public receptacles or proper recycling facilities shall not be in violation of this section of the ordinance.
- B. The CWI Transfer Station located at 829 Burnett Street is hereby officially designated as the sole and exclusive permitted dumping site for all solid, non-hazardous waste material in McCracken County.
- C. McCracken County shall provide access for disposal of solid waste to all persons/residential households in the county by franchise, contract or permit with refuse haulers.

SECTION V. Unsafe Structure

- A. *It shall be unlawful* for the owner, occupant or person having control or management of any property in McCracken County to maintain any building, shed, fence or other man-made structure, which is dangerous to the public Health, Safety and Welfare because of its condition such as, but not limited to fire hazard or collapse, and which may cause or aid in the spread of disease or injury to the health of the occupants of it or neighboring structures.
- B. If a structure is vacant and unfit for human habitation or occupancy, but it not in danger of collapse, the Code Enforcement official may issue a notice of violation and order the structure to be closed up so as not to be an unsafe or attractive nuisance.

SECTION VI. Unsafe for Natural Conditions

It shall be unlawful for the owner, occupant or person having control or management of any property in McCracken County, Kentucky to maintain or keep any natural condition in a manner, which may cause disease or injury to anyone or any diminution in the value of other property.

COMMONWEALTH OF KENTUCKY
MCCRACKEN COUNTY FISCAL COURT
ORDINANCE NO. 2019 - 06

**AN ORDINANCE AMENDING ORDINANCE
NO. 2000-14 BY CREATING A NEW PROVISION
PROHIBITING THE UNLAWFUL DEPOSIT AND/OR
COLLECTION OF YARD WASTE UPON PUBLIC
ROADWAYS AND BY PROVIDING FOR THE
DEFINITION OF KEY TERMS NECESSARY IN THE
IMPLEMENTATION OF THE SAME**

WHEREAS, Kentucky Revised Statutes Section 67.083(3) (a), (c), (h), (i) and (t) expressly empower fiscal courts to enact ordinances in furtherance of the following governmental functions: abatement of public nuisances; public sanitation and vector control; conservation, preservation and enhancement of natural resources including water; control of floods and the provision and regulation of streets, roads and related facilities; and

WHEREAS, it is known through common lay experience as well as scientifically generated data that the presence of certain yard wastes, specifically grass clippings, upon the surface of roadways present the following injurious risks that fiscal courts are authorized to take action by the aforementioned statutory sections to address:

- a. Grass clippings, particularly fresh or otherwise saturated with moisture, present a public safety hazard to motorcyclists and bicyclists traversing roadways by the slickness of their nature potentially causing a motorcyclist or bicyclist to lose traction and crash. Previous engineering studies have calculated that the coefficient of friction of fresh/saturated grass clippings is comparatively nearly as slick as grease.
- b. Yard wastes, including specifically grass clippings, can have deleterious affects on public drainage works by exacerbating the risk of storm drains clogging and backing up during periods of heavy rainfall creating the potential for flooding and erosion.
- c. Certain yard wastes, particularly grass clippings, leach phosphorus and nitrogen into natural watercourses, promoting the growth of algae and otherwise polluting the natural watercourses. Additionally, if grass is treated with fertilizers or pesticides, greater contamination results.

WHEREAS, a detailed review of the McCracken County Code of Ordinances did not reveal an existing provision that provides a clear and unambiguous restriction upon the placement of yard waste upon publically traversed roadways, thereby necessitating the taking of formal action by the McCracken County Fiscal Court to address and curtail the injurious risks associated with the same.

NOW THEREFORE, BE IT ORDAINED BY THE FISCAL COURT OF THE COUNTY OF MCCRACKEN, COMMONWEALTH OF KENTUCKY, AS FOLLOWS:

Section 1. Amendment of Ordinance 2000-14, Section I. "Definitions".

Section I of Ordinance No. 2000-14, entitled "Definitions" shall be amended by adding the following defined terms:

Public Nuisance – Any condition existing or action taken or the failure to take required action in relation to property, premises, or buildings, both public and private, which poses a risk to the health, safety or welfare of the public, or creates substantial annoyance, inconvenience or risk of injury to the public. It is not required that the aforementioned results of any condition existing, action taken or failure to take required action affect the whole body of the public to constitute a public nuisance. A public nuisance exists under this definition if it operates upon such members of the public as are brought into contact with the nuisance.

Public Roadway – Any and all improved roadways, whether by asphalt, concrete, tar and chip or combination of the same or any like composite, that are subject to being traversed by the public without regard to the specific individual or entity that is charged with the maintenance, repair and improvement of the same.

Yard Waste – Any and all accumulations grass, shrubbery, vines, branches, limbs, leaves, cuttings and any other naturally created materials resulting from the care or maintenance of public, private, commercial or residential real property.

The amendment reflected in this section shall be incorporated into the standalone McCracken County Property Maintenance Code Ordinance and said Ordinance shall be transmitted to American Legal Publishing for the generation of an amended Chapter 110 of the McCracken County Code of Ordinances for inclusion in the McCracken County Ordinance Compilation.

Section 2. Amendment of Ordinance 2000-14, Section II. "Duty of Maintenance of Private Property".

Section II of Ordinance No. 2000-14, entitled "Duty of Maintenance of Private Property" shall be amended as follows:

No person owning, leasing, occupying or having charge of any property shall maintain ~~of or~~ keep any code violation thereon, nor shall any such person keep or maintain such property in a manner ~~causing any diminution in the value of the other property in the neighborhood in which such property is located~~ that constitutes a nuisance or public nuisance.

The amendment reflected in this section shall be incorporated into the standalone McCracken County Property Maintenance Code Ordinance and said Ordinance shall be

transmitted to American Legal Publishing for the generation of an amended Chapter 110 of the McCracken County Code of Ordinances for inclusion in the McCracken County Ordinance Compilation.

Section 3. Creation of a New Provision of Ordinance 2000-14 Prohibiting Unlawful Deposit and/or Collection of Yard Waste Upon Public Roadways.

A new provision shall be hereby created in Ordinance 2000-14 prohibiting the unlawful deposit and/ collection of yard waste upon public roadways with such section being designated as Section IV of the same. Newly created Section IV shall read as follows:

SECTION IV. Unlawful Deposit and/or Collection of Yard Waste Upon Public Roadways.

It shall be unlawful for any person to cause yard waste to be deposited and/or collected upon the surface of any public roadway. It shall be further unlawful for any owner, occupant or person having control of public, private, commercial or residential real property to fail to remove yard waste deposited and/or collected upon a public roadway adjacent to such property immediately upon gaining knowledge or reason to know that such condition exists.

The amendment reflected in this section shall be incorporated into the standalone McCracken County Property Maintenance Code Ordinance and said Ordinance shall be transmitted to American Legal Publishing for the generation of an amended Chapter 110 of the McCracken County Code of Ordinances for inclusion in the McCracken County Ordinance Compilation.

Section 4. Sequential Renumbering of Existing Sections of Ordinance 2000-14.

To accommodate the designation of the newly created provision set forth in Section 3 above as Section IV in the standalone McCracken County Property Maintenance Code Ordinance, the previously designated Section IV shall be renumbered to Section V and each subsequent section shall be sequentially renumbered in numerical order.

The amendment reflected in this section shall be incorporated into the standalone McCracken County Property Maintenance Code Ordinance and said Ordinance shall be transmitted to American Legal Publishing for the generation of an amended Chapter 110 of the McCracken County Code of Ordinances for inclusion in the McCracken County Ordinance Compilation.

Section 5. Severability.

If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected.

Section 6. Compliance With Open Meetings Laws.

The McCracken County Fiscal Court hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of said legislative body and that all deliberations of the Fiscal court, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

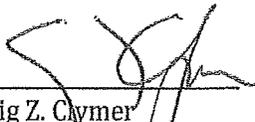
Section 7. Conflicts.

All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

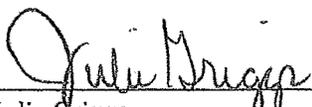
Section 8. Effective Date.

This Ordinance shall be read on two separate days, published pursuant to KRS Chapter 242, and become effective on 6-24-19.

MCCRACKEN COUNTY FISCAL COURT

BY: 
Craig Z. Clymer
McCracken County Judge Executive

ATTEST:


Julie Griggs
McCracken County Clerk

Introduced and publically read on 6-10-19.

Publically read and adopted on 6-24-19.

Recorded by County Clerk on _____.

Published by *The Paducah Sun* on 6-14-19 and 6-28-19

It is hereby Ordered that Pursuant to KRS Chapter 67, the reading of Ordinance No. 2019-06 shall be conducted in summary format as follows:

MCCRACKEN COUNTY KENTUCKY
MCCRACKEN COUNTY FISCAL COURT
ORDINANCE NO. 2019-06

**AN ORDINANCE AMENDING ORDINANCE
NO. 2000-14 BY CREATING A NEW PROVISION
PROHIBITING THE UNLAWFUL DEPOSIT AND/OR
COLLECTION OF YARD WASTE UPON PUBLIC
ROADWAYS AND BY PROVIDING FOR THE
DEFINITION OF KEY TERMS NECESSARY IN THE
IMPLIMENTATION OF THE SAME**

Summary: The action taken by the present Ordinance is expressly authorized by Kentucky Revised Statutes Section 67.083(3)(a),(c),(h),(i) and (t) which grant fiscal courts the power to enact ordinances in furtherance of the following governmental functions: abatement of public nuisances; public sanitation and vector control; conservation, preservation and enhancement of natural resources including water; control of floods and the provision and regulation of streets, roads and related facilities. The present ordinance prohibits the deposit and/or accumulation of yard waste upon public roadways in order to combat the public safety hazards posed by such condition upon motorcyclists and bicyclists, as well as negative impact by the same upon public drainage works and natural watercourses through the promotion of the growth of algae and introduction of pollutants.

Certification: It is hereby certified by the McCracken County Fiscal Court that the present summary represents an accurate official statement of the main points of and contents of Ordinance No. 2019-06.

Public Inspection: Ordinance No. 2019-06 shall be available for public inspection in its whole and complete form in the McCracken County Judge Executive's Office during ordinary business hours.

CHAPTER 6

ATTACHMENTS

McCracken County Fiscal Court

ORDINANCE 98-4

An ordinance establishing a permit process for the licensing of Solid Waste Management facilities in McCracken County

BE IT ORDAINED BY THE McCracken County Fiscal Court

This ordinance shall be known and may be cited as the "McCracken County Solid Waste Management Facility Licensing and Permitting Ordinance".

SECTION I – DEFINITIONS

Solid Waste Management Facility – Any facility that accept, stores disposes processes or transfers solid waste and or recyclable materials. This includes but is not limited to transfer stations and recycling centers or any other solid waste handling facility.

Processing – incineration, composting, bailing, shredding, salvaging, compacting and other processes whereby solid waste is modified or reduced.

Person – An individual, trust, firm, joint stock company, corporation, partnership, association, federal agency, state agency or any interstate body.

Solid Waste – Any garbage, litter, refuse, sludge and other material including solid liquid semi solid or contained gaseous material resulting from industrial, commercial or residential activities.

Recyclable Materials – Any solid waste by-product that has a marketable value to any person. Including, but not limited to types of metal, plastics and paper products.

Transfer Station – Any transportation related facility including loading docks, compaction equipment and other similar facilities where shipments of solid waste are held or transferred during the normal course of transportation.

SECTION II – APPLICATION OF THIS ORDINANCE

It shall be unlawful for any person to operate a solid waste management facility without a permit to conduct such business. Said permit will be issued upon the approval and authority of the McCracken County Fiscal Court.

Permits will be issued for a period of not more than one (1) year, subject to continued conformance with the regulations governing the collection, processing and transportation of solid waste in McCracken County and the state of Kentucky. A McCracken County Official, to determine if the permit will be renewed will conduct an annual site inspection.

All applications for a permit to operate a solid waste management facility must be made on an official form which may be obtained at the office of the McCracken County Judge/Executive. Failure to

complete any portion of the application form or the giving of false information in the application shall be grounds for denial of the requested permit.

The McCracken County Fiscal Court will continue to use the McCracken County Solid Waste Management Facility siting evaluation matrix to determine eligibility for a county permit. A facility, which scores less than (50) points will not be issued a county permit. The McCracken County Engineer and/or the McCracken County Solid Waste Coordinator will complete this process and then present it to the McCracken County Fiscal Court for action.

An annual fee of one hundred dollars (\$100.00) must accompany the application. This fee will be refunded in the event that the permit is not granted.

A performance bond of \$10,000 dollars must be obtained and filed with the permit. This bond shall be an approved letter of credit or actual cashier's check. Failure to produce this bond will immediately terminate the permit.

Failure to obtain a permit will result in immediate closure of the facility. Possible fines up to \$500.00 dollars for each day the deficiency notice is issued or be imprisoned in the McCracken County Jail for a period not exceeding one (1) year, or be both so fined and imprisoned.

SECTION III – VALIDITY

The provisions of this ordinance are severable, and if any section, clause, sentence, part or provision thereof shall be held illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, clauses, sentences, parts or provisions of this ordinance. It is hereby declared to be the intent of the McCracken County Fiscal Court that this ordinance would have been adopted if such illegal, invalid or unconstitutional section, clause, sentence, part or provision had not been included herein.

This ordinance shall be in full force and effect from and after its adoption.

The foregoing ordinance shall be published in the Paducah Sun on December 30, 1998.

1st reading on December 14, 1998

2nd reading on January 11, 1999

Passed by the McCracken County Fiscal Court on the 11th day of January 1999, on the motion of Commissioner Renfro seconded by Commissioner Freeman.

McCracken County Judge/Executive

SITING PROCEDURES

Given the lack of critical need for additional final disposal capacity in McCracken County, it is unlikely that the need for detailed solid waste facility siting criteria will be required for some time to come. However, the need may well arise in the foreseeable future to consider the issues associated with siting facilities such as a material recovery facility, refuse derived fuel facility or a composting center at some location other than the CWI Transfer Station. In any event, the McCracken County Fiscal Court and the McCracken County Planning Commission should be prepared to consider facility siting criteria in the event a municipal or private entity should choose to develop a final disposal facility within McCracken County.

The solid waste management facility siting evaluation matrix for McCracken County was designed to be sufficiently general so that it could be used as a siting evaluation with a wide range of waste management facility types. The siting evaluation matrix includes numerous evaluation criteria which the McCracken County Fiscal Court considers to be important considerations during the siting of any solid waste management facility. However some of these criteria might be more applicable to the siting of a landfill while others would probably be of greater importance during the siting of less intensive facilities such as a transfer station or a convenience center. It is for this reason that this matrix includes the provision for weighting each criterion based on the relative importance of that particular criterion in the opinion of the reviewers.

The use of this evaluation matrix is quite simple although it is not perfectly objective. The reviewers must first make a decision as to the relative significance of the various evaluations criteria based upon the type of facility under consideration. The site(s) under consideration are then evaluated using the described evaluation guidelines and a points score is applied within each evaluation category or each site under consideration. The final score within each evaluation criteria is determined by multiplying the criterion weighting by the points assigned under the evaluation guidelines. All evaluation criteria final scores are then summed to determine the total site score. If more than one site is being evaluated, the relative scoring of each site makes selection relatively straightforward. If a single site is being evaluated then the reviewing group must determine the break point between what constitutes an acceptable site versus an unacceptable site. Generally, however, the reviewing group might wish to look very critically at a site which receives less than one half of the total points possible given the selected criteria weighting scheme.

McCRACKEN COUNTY SOLID WASTE MANAGEMENT FACILITY

SITING EVALUATION MATRIX

Facility Evaluation Criteria	Evaluation Criterion Weighting	Solid Evaluation Guidelines 7 - 10 Points	Waste Points	Facility Evaluation Guidelines 4 – 6 points	Site Points	Evaluation Guidelines 0 – 3 Points	Parameters Points	Final Score
401 KAR48 Site Characteristics	(5)	Available information indicates that the site Meets all requirements of 401KAR48 for its site type.		Available information indicates that the site meets most requirements of 401KAR48 for its site type.		Available information indicates that the site will not meet most of the requirements of 401KAR48 for its site type.		
Site Access	(3)	Site has direct access to an all-weather thoroughfare of sufficient capacity and suitable condition to accommodate related traffic generated by the site and which is within close proximity of an interchange. Point of ingress and egress to the site is appropriately situated so as to minimize safety hazards.		Site has direct access to an all-weather thoroughfare of sufficient capacity and suitable condition to accommodate related traffic generated by the site. Point of ingress and egress to the site is appropriately situated so as to minimize safety hazards.		Site does not have direct access to an all-weather thoroughfare.		
Existing Land Use	(3)	There is no expected effect on the current economic, agricultural, historical, archaeological, or parkland significance of the site.		A minor affect can be expected to the current economic, agricultural, historical, archaeological, or parkland significance of the site.		A major affect is expected on the current economic agricultural, historical, archaeological, or parkland significance of the site.		
Surrounding Land Use	(4)	There is no anticipated effect on the surrounding social, cultural, economic or human environment. There		A moderate affect is expected to the surrounding social, cultural, economic or human environment. There are 10-50 dwellings within a one-quarter mile radius of		A major affect is anticipated on the surrounding social, cultural, economic or human		

Facility Evaluation Criteria	Evaluation Criterion Weighting	Solid Evaluation Guidelines 7 - 10 Points	Waste Points	Facility Evaluation Guidelines 4 - 6 points	Site Points	Evaluation Guidelines 0 - 3 Points	Parameters Points	Final Score
Surrounding Land Use (...continued)	(5)	are no more than 10 dwellings within a one-quarter mile radius of the site.		the site.		environment. There are more than 50 dwellings Within a one-quarter mile radius of the site.		
Environmental Considerations	(5)	There is no apparent environmental sensitivity. The site is not characterized by wetlands, floodplains, surface water, woodlands of ecological significance, or critical habitats for rare or endangered species.		Some environmental sensitivity is apparent. The site is characterized by wetlands, floodplains, surface water, woodlands of ecological significance, or critical habitats for rare or endangered species.		Major environmental sensitivity is evident. The site is characterized by some combination of wetlands, floodplains, surface water woodlands of ecological significance, or critical habitats for rare or endangered species.		
Usable Aquifers	(5)	Site is located in an area characterized by protected (confined) multiple aquifers.		Site is located in an area characterized by an unprotected water table aquifer above partially to fully protected (confined) aquifers, or in an area characterized by a protected (confined) sole source aquifer.		Site is located in an area characterized by an unprotected sole source water table aquifer.		
Public Water Supplies	(5)	No municipal well field within a 10,000' radius of the site boundaries and no other public water supply source within a 5,000 radius of the site or at least 2,500 up gradient of the site		No public water supply source within a 2,500' radius of the site boundaries or at least 1,500' up gradient of the site.		No public water supply source within a 2,000' radius of the site boundaries.		
Local Regulations	(2)	Site is zoned in an agricultural		More than one-half of the site is zoned in an		Less than one-half of the site is		

Facility Evaluation Criteria	Evaluation Criterion Weighting	<u>Solid</u> Evaluation Guidelines 7 - 10 Points	<u>Waste</u> Points	<u>Facility</u> Evaluation Guidelines 4 - 6 points	<u>Site</u> Points	<u>Evaluation</u> Evaluation Guidelines 0 - 3 Points	<u>Parameters</u> Points	Final Score
Local Regulations (...continued)	(2)	and/or industrial classification.		agricultural and/or industrial classification, with no residential zoning.		zoned in an agricultural and/or industrial classification.		
Airports	(1)	The site is located at least 15,000' from a Class A, B, or C airport, or is at least 10,000' from all other airports.		The site is located at least 10,000' from a Class A airport, or at least 5,000' from any other class of airport.		The site is located less than 5,000' from any airport.		
TOTAL SITE SCORE								

**NOTIFICATION FOR A PERMIT TO OPERATE
A SOLID WASTE MANAGEMENT FACILITY**

Registration Number _____ (For Agency Use Only)

FACILITY REGISTRATION

a. Name of Facility: _____

b. Name of Person or other legal entity which owns the facility: _____

c. Name of the operator of the facility: _____

d. Type of facility:

_____ Convenience Center

_____ Transfer Station

_____ Solid Waste Incinerator

_____ Less than one (1) acre Construction / Demolition Fill

_____ Commercial recycling Center

If the type of facility is a commercial recycling center, please designate the following:

_____ Collection

_____ Processing

_____ Broker

e. Location of the Facility:

_____ Longitude _____ Latitude

Number of Acres _____

f. Street Address of the Facility _____

City _____ State _____ Zip Code _____

g. Mailing Address (if different from above) _____

h. Contact Person at the facility: _____

i. Phone Number at the facility: _____

j. Name, Address and Telephone number of person preparing application if different form above:

Name: _____

Address: _____

City: _____ State _____ Zip Code _____

Phone Number: _____

k. Questions regarding this registration should be addressed to:

Name: _____

Address: _____

City: _____ State _____ Zip Code _____

Phone Number: _____

Describe the management, processing, and/or disposal activities. Include a description of the equipment, building(s) and personal used. If waste tires are to be recycled or disposed, include a specific description of the method(s) used to process the tires so as to prevent entrapment of air or water. If additional pages necessary, provide as Attachment 1. _____

Complete Attachment 2, including the source and types of waste to be managed at the facility.

List the maximum amount of waste to be managed annually: _____ tons

Estimate the total quantity of all waste(s) to be managed annually: _____ tons

List the anticipated landfill(s) and the permit numbers to be used for disposal of waste from the transfer, incineration or residuals from recycling:

Landfill Name

Permit Number

The owner or operator of a McCracken County Solid Waste management facility permit shall keep records of the amount, source and types of municipal solid waste and waste tires received, and other information as required by the KY. Natural Resources and Environmental Protection Cabinet and shall submit a quarterly summary of this information to the McCracken County Solid Waste Coordinator.

Include as attachments 3 and 4 a site plan drawing and a locational map showing the layout of the facility and its relation to adjacent roads, streams, karst features and other distinguishing landforms and structures.

Facility Registrant Certification:

"I certify that this document and all attachments were prepared under my direction or supervision. The information submitted is, to the best of my knowledge and belief, true, accurate, and complete."

Signature of Authorized Agent: _____ Date _____

Name of Authorized Agent (typed or printed): _____

Title: _____

Subscribed and sworn to before me by: _____

This the _____ Day of _____, 20_____

Notary Public Signature _____

My Commission Expires _____

SITING PROCEDURES

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Facility Evaluation Criteria	Evaluation Criterion Weighting	Solid Evaluation Guidelines 7 - 10 Points	Waste Points	Facility Evaluation Guidelines 4 - 6 points	Site Points	Evaluation Evaluation Guidelines 0 - 3 Points	Parameters Points	Final Score
Surrounding Land Use (...continued)	(5)	are no more than 10 dwellings within a one-quarter mile radius of the site.		the site.		environment. There are more than 50 dwellings Within a one-quarter mile radius of the site.		
Environmental Considerations	(5)	There is no apparent environmental sensitivity. The site is not characterized by wetlands, floodplains, surface water, woodlands of ecological significance, or critical habitats for rare or endangered species.		Some environmental sensitivity is apparent. The site is characterized by wetlands, floodplains, surface water, woodlands of ecological significance, or critical habitats for rare or endangered species.		Major environmental sensitivity is evident. The site is characterized by some combination of wetlands, floodplains, surface water woodlands of ecological significance, or critical habitats for rare or endangered species.		
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Public Water Supplies	(5)	No municipal well field within a 10,000' radius of the site boundaries and no other public water supply source within a 5,000 radius of the site or at least 2,500 up gradient of the site		No public water supply source within a 2,500' radius of the site boundaries or at least 1,500' up gradient of the site.		No public water supply source within a 2,000' radius of the site boundaries.		
Local Regulations	(2)	Site is zoned in an agricultural		More than one-half of the site is zoned in an		Less than one-half of the site is		

**MCCRACKEN COUNTY SOLID WASTE MANAGEMENT FACILITY
SITING EVALUATION MATRIX**

Facility Evaluation Criteria	Evaluation Criterion Weighting	<u>Solid</u> Evaluation Guidelines 7 - 10 Points	<u>Waste</u> Points	<u>Facility</u> Evaluation Guidelines 4 - 6 points	<u>Site</u> Points	<u>Evaluation</u> Evaluation Guidelines 0 - 3 Points	<u>Parameters</u> Points	Final Score
401 KAR48 Site Characteristics	(5)	Available information Indicates that the site Meets all requirements of 401KAR48 for its site type.		Available information indicates that the site meets most requirements of 401KAR48 for its site type.		Available information indicates that the site will not meet most of the requirements of 401KAR48 for its site type.		
Site Access	(3)	Site has direct access to an all-weather thoroughfare of sufficient capacity and suitable condition to accommodate related traffic generated by the site and which is within close proximity of an Interchange. Point of ingress and egress to the site is appropriately situated so as to minimize safety hazards.		Site has direct access to an all-weather thoroughfare of sufficient capacity and suitable condition to accommodate related traffic generated by the site. Point of ingress and egress to the site is appropriately situated so as to minimize safety hazards.		Site does not have direct access to an all-weather thoroughfare.		
Existing Land Use	(3)	There is no expected effect on the current economic, agricultural, historical, archaeological, or parkland significance of the site.		A minor affect can be expected to the current economic, agricultural, historical, archaeological, or parkland significance of the site.		A major affect is expected on the current economic agricultural, historical, archaeological, or parkland significance of the site.		
Surrounding Land Use	(4)	There is no anticipated effect on the surrounding social, cultural, economic or human environment. There		A moderate affect is expected to the surrounding social, cultural, economic or human environment. There are 10-50 dwellings within a one-quarter mile radius of		A major affect is anticipated on the surrounding social, cultural, economic or human		

Facility Evaluation Criteria	Evaluation Criterion Weighting	<u>Solid</u> Evaluation Guidelines 7 - 10 Points	<u>Waste</u> Points	<u>Facility</u> Evaluation Guidelines 4 – 6 points	<u>Site</u> Points	<u>Evaluation</u> Evaluation Guidelines 0 – 3 Points	<u>Parameters</u> Points	Final Score
Local Regulations (...continued)	(2)	and/or industrial classification.		agricultural and/or industrial classification, with no residential zoning.		zoned in an agricultural and/or industrial classification.		
Airports	(1)	The site is located at least 15,000' from a Class A, B, or C airport, or is at least 10,000' from all other airports.		The site is located at least 10,000' from a Class A airport, or at least 5,000' from any other class of airport.		The site is located less than 5,000' from any airport.		
TOTAL SITE SCORE								

Section 41 – Agricultural District (AG)

- I. Permitted Uses: In the AG District, the following uses are permitted.
1. Accessory uses as may be normally incidental to the permitted principle use but not the parking of unoccupied manufactured or mobile homes
 2. Agricultural product production facility
 3. Agricultural uses as defined herein
 4. Bed and breakfast inns
 5. Cabinetmaker
 6. Cemeteries and customary accessory buildings
 7. Churches and customary accessory buildings
 8. Commercial establishments dealing exclusively with the transportation of agricultural products
 9. Commercial Kennels
 10. Commercial Recreational Uses
 11. Commercial Storage Centers
 12. Community Center, owned or sponsored by McCracken County
 13. Contractor
 14. Convenience Markets
 15. Farm fertilizer sales and bulk distribution
 16. Farm implement sales and service
 17. Farm Service Centers
 18. Feed mills and fertilizer sales, mixing and storage, excluding fertilizer manufacturing
 19. Golf courses and accessory buildings for the maintenance and operation of the course
 20. Government buildings and facilities
 21. Government owned parks and recreation areas.
 22. Home based business
 23. Home Occupations, as defined
 24. Livestock auction barns and yards
 25. Livestock collection and distribution centers
 26. Mineral extraction
 27. Nurseries and greenhouses and their accessory commercial buildings
 28. Nursery schools and day care centers
 29. Planned unit residential developments, on tracts of land of five (5) acres or more in accordance with McCracken County Ordinances.
 30. Produce market stands and building, selling agricultural produce, provided 60% of the produce sold are produced on the premises
 31. Public and parochial schools
 32. Public Facility
 33. Public utility uses
 34. Riding stables and academies

- 35. Sawmills
 - 36. Single-family dwelling units, two-family dwelling units and duplexes
 - 37. Veterinary facilities and kennels
 - 38. Welding and Machine shop establishments
 - 39. Other similar uses as approved by the Planning Commission following a public hearing.
 - 40. Conditional Uses Permitted on Review.
- II. Conditional uses for the AG Agricultural District that may be permitted by the Board of Zoning Adjustment are shown as follows. The Board shall follow the provisions of Section 34 of the ordinance when considering applications for conditional uses.
- 1. Private aircraft landing strips
 - 2. Private, religious, or charitable clubs and institutions
 - 3. Landfills
 - 4. Skeet, trap or target shooting when located 1,320 feet or more from a residential, RR or UR district boundary line.
- III. Minimum yard requirements:
- A. Non-residential uses**
 - Front yard: 75 feet
 - Side yard: 25 feet
 - Rear yard: 25 feet
 - B. Residential uses**
 - Front yard: 30 feet
 - Side yard: 8 feet
 - 4 feet accessory buildings
 - Rear yard: 25 feet
 - 8 feet accessory buildings
- IV. Minimum area requirements:
- A. Minimum lot area: One (1) acre
 - B. Public facilities, utilities, and similar uses, but not signs that require structures of buildings not intended for regular human occupation, may be less than one (1) acre

Section 42 – Rural Residential District (RR)

- I. Permitted Uses. In the RR district, the following uses are permitted:
- 1. Accessory uses as may be normally incidental to the permitted principle use but not the parking of unoccupied manufactured or mobile homes
 - 2. Agriculture uses, as defined herein
 - 3. Bed and breakfast inns
 - 4. Cemeteries and their customary accessory buildings
 - 5. Churches and their customary accessory buildings
 - 6. Community Centers owned or sponsored by McCracken County
 - 7. Convenience markets

8. Golf courses and accessory buildings for the maintenance and operation of the course.
9. Home based business as defined
10. Home Occupations as defined
11. Nursery schools and day care centers
12. Planned unit developments, residential, on tracts of land of five (5) acres or more in area in accordance with McCracken County Ordinance
13. Public and parochial schools
14. Public parks and recreation areas
15. Public Facility
16. Public and private utilities
17. Single-family dwellings
18. Two-family dwellings duplexes and Town Homes
19. Veterinary facilities and kennels
20. Nurseries and greenhouses and their accessory commercial buildings
21. Produce market stands and buildings, selling agricultural produce, provided 60% of the produce sold are produced on the premises
22. Other similar uses as approved by the Planning Commission following a public hearing

II. Conditional Uses Permitted on Review:

Conditional uses for the RR Rural Residential District that may be permitted by the Board of Zoning Adjustment are as shown as follows. The Board shall follow the provisions of Section 34 of the ordinance when considering applications for conditional uses.

1. Private, religious, or charitable clubs and institutions
2. Commercial Storage Facilities
3. Nursing homes and similar facilities
4. Hospitals and medical clinics
5. Commercial kennels

III. Minimum yard requirements:

A. Non-residential uses

- Front yard: 75 feet
 Side yard: 25 feet
 Rear yard: 25 feet

B. Residential uses

- Front yard: 30 feet
 Side yard: 8 feet
 4 feet (accessory buildings)
 Rear yard: 25 feet
 8 feet (accessory buildings)

IV. Minimum area requirements:

- A. Minimum lot area: 15,000 sq. ft., if served by an approved sanitary sewer

B. Townhouse lots with at least two attached units shall be not less than 7,500 sq. ft. each.

C. All other lots in this zone shall be at least one (1) acre in area

V. Minimum lot width:

A. Seventy-five (75) ft.

VI. Screening Requirements:

Non-residential uses shall screen adjacent properties in a manner approved by the zoning administrator.

Section 33 – Lots

- I. Multiple Principal Buildings. In a UR zone, only one principal structure and its customary accessory structures may hereafter be erected on any one lot. Agriculture uses, regardless of zone, are exempt from this requirement. In a UR zone, the Planning Commission, with an approved development plan, may authorize multiple principal buildings but one (1) residential dwelling unit may be added without a development plan if there is at least 12,000 square feet of lot area per dwelling unit. In AG, RR, C, ML, and MH zones, multiple principal buildings are allowed.
- II. Front yard setback lines may be varied where the average depth of principal buildings of adjoining properties is less than the depth as prescribed by the zoning regulations. In such case, the front yard in question shall not be less than the average depth of existing front yards on the two lots immediately adjoining. If the adjoining lots are vacant, then nearest structures in the district may be considered.
- III. Zero lot lines. The purpose of this zero lot line regulation is to allow multiple single-family attached residential structures to be built across one or more side lot lines. Structures shall be constructed on the interior side lot lines, having a separate unit on each of the lots, and a side yard setback shall be provided on each end of the structure. Setback lines apply to the structure as a whole, not individual units, allowing individual units in a single building to each be an individual parcel. The structure as a whole is required to meet front, rear and side yard setbacks and total area requirements

Section 34 – Conditional Uses

Generally. Conditional uses are allowed only by specific approval of the Board of Adjustment and only in the zone in which they are listed.

I. Application and Review Procedure

A. Following a public hearing and upon an affirmative finding by the Board that:

1. The proposed conditional use is to be located in a zone wherein such use may be permitted; and

2. The conditional use is consistent with the spirit, purpose and intent of the zoning regulations, will not substantially and permanently injure the appropriate use of neighboring property, and will serve the public convenience and welfare; the Board shall grant the conditional use.
- II. The Board of Adjustment may approve or deny any applications for a conditional use permit. If it approves the issuance of a conditional use permit, it may attach conditions to the approval such as time limitations, requirements that one or more things be done before construction can be initiated, or conditions of a continuing nature. Any such condition shall be recorded in the board's minutes and on the conditional use permit, along with a reference to the specific section of the zoning regulations, or any other applicable ordinance of the County listing the conditional use under consideration.
- III. The Board of Adjustment shall have the power to revoke conditional use permits for noncompliance with the conditions thereof. Furthermore, the board shall have the right of action to compel offending structures or uses to be removed at the cost of the violator and may have judgment against that person for such cost.
- IV. The conditional use permits approved by the Board of Adjustment shall be recorded at the expense of the applicant in the office of the County Clerk.
- V. Approval of a conditional use permit does not exempt the applicant from complying with all requirements of building, housing, and other codes and regulations of the County.
- VI. In any case in which a conditional use permit has not been exercised within one year from its date of issuance, such conditional use may revert to its original zoning designation following a public hearing held by the Board of Adjustment in accordance with KRS Ch. 424. "Exercised," as set forth in this subsection, shall mean that binding contracts for the construction of the main building or other improvements have been let or, in the absence of contracts, that the principal building or other improvements are under construction to a substantial degree, or that prerequisite conditions involving substantial investment are under contract, in development, or complete. When construction is not a part of the use, "exercised" shall mean that the user is operating in compliance with the conditions as designated in the permit.
- VII. The administrative official shall review all conditional use permits, except those for which all conditions have been permanently satisfied, at least once each year. The enforcement office shall have the power to inspect the land or structure where the special use is located in order to determine if the landowner is complying with all of the conditions, which are listed on the conditional use permit.

Section 35 – Mobile Home Parks

- I. All proposed mobile home parks shall comply with all applicable State, Federal, and McCracken County Subdivision Regulations and Zoning Regulations. Mobile home parks are:
 - A. Wherever, three (3) or more mobile homes occupy or are intended for occupancy, on a single lot in any zone; or

- B. Wherever, on a lot where there is a principal building and one (1) or more rental or lease spaces, on one lot, less than 12,000 square feet per structure.
- II. Mobile Home Park Requirements
 - A. Minimum Area Requirements
 - 1. No Mobile Home Park shall be permitted on an area of less than five (5) acres. However, the park may develop in stages as long as it complies with an overall approved development plan.
 - B. Lot Requirements
 - 1. Individual lots within a mobile home park shall not be less than five thousand (5,000) square feet in an area with only one mobile home per lot. Minimum lot width shall be forty (40) feet.
- III. Lot Coverage
 - A. Lot coverage by mobile home and accessory structures shall not exceed 66% of the lot area.
- IV. Set-Back
 - A. No mobile home or accessory structure shall be closer than thirty (30) feet to any public street R-O-W. No mobile home or accessory structure shall be closer than fifteen (15) feet to any privately maintained street R-O-W within the mobile home park. No mobile home or accessory structure shall be closer than seven and one half (7 1/2 feet to a rear lot line or less than ten (10) feet to side lot line. No mobile home or accessory structure shall be closer than twenty-five (25) feet to any property boundary line of the park. No mobile home or accessory structure shall be closer than twenty-five (25) feet to any property boundary line within the park. No mobile home shall be located within twenty (20) feet to another mobile home except that a minimum end-to-end clearance of not more than fifteen (15) feet shall be permitted.
- V. Common Open Space and Facilities
 - A. At least one substantial area of usable open space shall be provided. Such area shall:
 - 1. Total at least 2 1/2 % of total park area.
 - 2. Be developed for active and passive recreation, including new children's equipment and a fenced tot lot.
 - 3. This area shall be landscaped, improved and maintained
- VI. Perimeter
 - A. All mobile home park boundary lines excluding public road right-of-ways shall have either a six (6) feet high fence that is 90% visually solid or four (4) feet tall shrubs and/or evergreen trees that will attain six (6) feet in height within three (3) years and also be 90% visually solid year round.
- VII. Street and Sidewalks
 - A. All mobile home lots shall abut upon a street of not less than thirty (30) feet in R-O-W width. All streets shall have a pavement width of not less than twenty (20) feet. All streets within a mobile home park shall be paved, surfaced, and well lighted. All mobile home parks shall have a three (3) feet wide sidewalk on one side of all park streets. They shall be smooth surfaced, and free from mud, dust, and standing water at all time.

VIII. Parking

A. There shall be a minimum of two (2) parking spaces per dwelling unit. There shall also be a minimum of one (1) guest parking space provided for every five (5) dwelling units. The parking arrangement shall be shown on the preliminary development plan. Minimum parking areas shall be eight (8) feet wide and eighteen (18) feet long.

IX. School Bus Stops

A. There shall be a sheltered school bus stop provided. The location shall be designated by the local school board and shown on the preliminary plat. The shelter shall be a minimum of an open-sided, roofed structure with a hard surfaced, well-drained floor. The shelter square footage shall be a minimum of six (6) square feet for every dwelling unit.

X. Drainage

A. Mobile home park street and ditch drainage shall meet or exceed Section 41.16 of the McCracken County Subdivision Regulations, or Article VI of this ordinance

CHAPTER 7

ATTACHMENTS

**CODE OF ORDINANCES
CITY OF
PADUCAH, KENTUCKY**

**Codified through
Ord. No. 2002-12-6601, enacted Dec. 17, 2002.
(Supplement No. 14)**

Sec. 42-47. Litter.

- (a) *Definitions for this section.* For the purpose of this section, the follow definitions shall apply unless the context clearly indicates or requires a different meaning.

Aircraft. Any contrivance now known or here-after invented, used or designated for navigation or for flight in the air. Aircraft shall include helicopters and lighter-than-air dirigibles and balloons.

Authorized private receptacle. A litter storage and collection receptacle as required and authorized in section 42-49 of this chapter and by the refuse department.

Commercial handbill. Any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, booklet, or any other printed or otherwise reproduced original or copies of any matter of literature:

- (a) Which advertises for sale any merchandise, product commodity, or thing;
- (b) Which directs attention to any business or mercantile or commercial establishment, or other activity, for the purpose of either directly or indirectly promoting the interest thereof by sales;
- (c) Which directs attention to or advertises any meeting, theatrical performance, exhibition, or event of any kind for which any admission fee is charged for the purpose of private gain or profit; but the terms of this clause shall not apply where an admission fee is charged or a collection is taken up for the purpose of defraying the expense incident to such meeting, theatrical performance, exhibition, or event of any kind, when either of the same is held, given or takes place in connection with the dissemination of information which is not restricted under the ordinary rules of decency, good morals, public peace, safety and good order; provided that nothing contained in this clause shall be deemed to authorize the holding, having or taking place of any meeting, theatrical performance, exhibition, or event of any kind, without a license, where such license is or may be required by any law of this state, or under any ordinance of this city; or
- (d) Which, while containing reading matter other than advertising matter, is predominantly and essentially an advertisement, and is distributed or circulated for advertising purposes, or for the private benefit and gain of any person so engaged as advertiser or distributor.

Garbage. Putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

Litter, garbage, refuse, and rubbish. As defined herein, and all other waste material which, if thrown or deposited as herein prohibited, tends to create a danger to public health, safety and welfare.

Newspaper. Any newspaper of general circulation as defined by general law, any newspaper duly entered with the Post Office Department of the United States, in accordance with federal statute or regulation, and any newspaper filed and recorded with any recording officer as provided by general law; and, in addition thereto, shall mean and include any periodical or current magazine regularly published with not less than four issues per year, and sold to the public.

Noncommercial handbill. Any printed or written matter, any sample, or device, dodger, circular, leaflet, pamphlet, newspaper, magazine, paper, booklet, or any other printed or otherwise reproduced original or copies of any matter of literature not included in the aforesaid definitions of a commercial handbill or newspaper.

Park. A park, reservation, playground, beach, recreation center or any other public area in the city, owned or used by the city and devoted to active or passive recreation.

Person. Any person, firm, partnership, association, corporation, company or organization of any kind.

Private premises. Any dwelling, house, building or other structure, designed or used either wholly or in part for private residential purposes, whether inhabited or temporarily or continuously uninhabited or vacant, and shall include any yard, grounds, walk, driveway, porch steps, vestibule or mailbox belonging or appurtenant to such dwelling, house, building, or other structure.

Public place. Any and all streets, sidewalks, boulevards, alleys or other public ways and any and all public parks, squares, spaces, grounds and buildings.

Refuse. All putrescible and non-putrescible solid wastes (except body wastes) including garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and solid market and industrial wastes.

Rubbish. Non-putrescible solid wastes consisting of both combustible and non-combustible wastes, such as paper, wrappings, cigarettes, cardboard, tin cans, yard clippings, leaves, wood, glass, bedding, crockery and similar materials.

Vehicle. Every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, including devices used exclusively upon stationary rails or tracks.

- (b) *Depositing litter in public places.* No person shall throw or deposit litter in or upon any street, sidewalk or other public place within the city except in public receptacles, in authorized private receptacles for collection, or in official city dumps.
- (c) *Depositing litter in parks.* No person shall throw or deposit litter in any park within the city except in public receptacles and in such a manner that the litter will be prevented from being carried or deposited by the elements upon any part of the park or upon any street or other public place. Where public receptacles are not provided, all such litter shall be carried away from the park by the person responsible for its presence and properly disposed of elsewhere as provided herein.
- (d) *Depositing litter in lakes and fountains.* No person shall throw or deposit litter in any river, fountain, pond, lake, stream, bay or any other body of water in a park or elsewhere within or bordering the city.

(e) *Depositing litter on private property; duty to maintain private property free of litter.*

- (1) No person shall throw or deposit litter on any occupied private property within the city, whether owned by such person or not, except that the owner or person in control of private property may maintain authorized private receptacles for collection in such a manner that litter will be prevented from being carried or deposited by the elements upon any street, sidewalk, or other public place or upon any private property.
- (2) The owner or person in control of any private property shall at all times maintain the premises free of litter. Provided, however, that this subsection shall not prohibit the storage of litter in authorized private receptacles for collection.

(f) *Depositing litter on vacant lot.* No person shall throw or deposit litter on any open or vacant private property within the city, whether owned by such person or not.

(g) *Manner of placing litter in receptacles.* Person placing litter in public receptacles or in authorized private receptacles shall do so in such a manner as to prevent it from being carried or deposited by the elements upon any street, sidewalk or other public place or upon private property.

(h) *Sweeping litter into gutters.*

- (1) No person shall sweep into or deposit in any gutter, street or other public place within the city the accumulation of litter from any building or lot or from any public or private sidewalk or driveway. Persons owning or occupying property shall keep the sidewalk in front of their premises free of litter.
- (2) No person owning or occupying a place of business shall sweep into or deposit in any gutter, street or other public place within the city the accumulation of litter from any building or lot or from any public or private sidewalk or driveway. Persons owning or occupying places of business within the city shall keep the sidewalk in front of their business premises free of litter.

(i) *Throwing litter from vehicle.* No person while a driver or passenger in a vehicle shall throw or deposit litter upon any street or other public place within the city, or upon private property.

(j) *Truck loads causing litter; tires carrying dirt or other material onto street.* No person shall drive or move any truck or other vehicle within the city unless such vehicle is so constructed or loaded as to prevent any load, contents or litter from being blown or deposited upon any street, alley or other public place. Nor shall any person drive or move any vehicle or truck within the city, the wheels or tires of which carry onto or deposit in any street, alley or other public place mud, dirt, sticky substances, litter or foreign matter of any kind.

(k) *Dropping litter from aircraft.* No person in an aircraft shall throw out, drop or deposit within the city any litter, handbill or any other object.

(l) *Distribution of handbills.*

- (1) *Depositing on street, sidewalk or other public place.* No person shall throw or deposit any commercial or noncommercial handbill in or upon any sidewalk, street or other public place within the city.
- (2) *Depositing in or on vehicles.* No person shall throw or deposit any commercial or noncommercial handbill in or upon any vehicle. Provided, however, that it shall not be unlawful in any public place for a person to hand out or distribute, without charge to the receiver thereof, a handbill to any occupant of a vehicle who is willing to accept it and to be responsible for disposing of it.
- (3) *Depositing on vacant private premises.* No person shall throw, deposit any commercial or noncommercial handbill in or upon any private premises which are temporarily or continuously uninhabited or vacant.
- (4) *Depositing on posted private premises.* No person shall throw, deposit or distribute any commercial or noncommercial handbill upon any private premises, if requested by anyone thereon not to do so, or if there is placed on the premises, in a conspicuous position near the entrance thereof, a sign bearing the words: "No Trespassing," "No Peddlers, or Agents," "No Advertisement," or any similar notice, indicating in any manner that the occupants of the premises do not desire to be molested or have their right of privacy disturbed, or to have any such handbills left upon such premises.
- (5) *Depositing on inhabited private premises.*
 - a. *Generally.* No person shall throw, deposit or distribute any commercial or noncommercial handbill in or upon private premises which are inhabited, except by handing or transmitting any private premises. Provided, however, that, in case of inhabited private premises which are not posted as provided in this article, such person, unless requested by anyone upon such premises not to do so, may place or deposit any such handbill in or upon such inhabited private premises, if such handbill is so placed or deposited as to secure or prevent such handbill from being blown or drifted about such premises or sidewalks, streets, or other places and except that mailboxes may not be so used when so prohibited by federal postal law or regulations.
 - b. *Exemption for mail and newspapers.* The provisions of subsection (e) (1) of this section shall not apply to the distribution of mail by the United States, nor to newspapers (as defined herein), except that newspapers shall be placed on private property in such a manner as to prevent their being carried or deposited by the elements upon any street, sidewalk or other public place or upon private property.

(m) *Posting notices on trees or utility poles.*

- (1) It shall be unlawful for any person to tack, place or post any signs, cards, placards or advertisements of any character on any utility pole or tree in the public right-of-way, on or along any of the sidewalks, streets, alleys or public grounds in the city. The city may place traffic control signs on utility poles after obtaining a permit from the owner of the utility pole.
- (2) Permits for stretching streamers or placing banners and/or decorations temporarily may be issued by the office of the Mayor at his/her discretion when in the interest of charitable, benevolent, patriotic or municipal causes.

(Ord. No. 2001-10-6434, 10-9-01)

Sec. 42-48. Abandoned Vehicles and Appliances.

(a) *Definitions for this section.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Junked appliances.

- (1) Any unit, or part thereof, of machinery, furniture, or equipment, whether functional or ornamental, and whether mechanical or powered by some source of energy or not, including, but not limited to stoves, refrigerators, television sets, beds, lamps, tools, objects of art and the like, the condition of which is one of the following:
 - a. Wrecked;
 - b. Dismantled;
 - c. Partially dismantled;
 - d. Inoperative;
 - e. Abandoned;
 - f. Discarded.
- (2) Provided, however, the term shall not apply where the unit does not exceed 15 cubic feet or the combination of units in the immediate proximity to each other does not exceed 120 cubic feet.

Junked motor vehicles. Any contrivance, or parts thereof, propelled by power and used for transportation of persons or property on public streets and highways, the condition of which is one or more of the following:

- (1) Wrecked;
- (2) Dismantled;
- (3) Partially dismantled;
- (4) Inoperative;
- (5) Abandoned;
- (6) Discarded.

Person. Any individual, firm partnership, association, corporation, company or organization of any kind.

(b) *Declaration of nuisance; exceptions.*

- (1) The presence of any junked motor vehicle or appliance on public property or on any private lot, tract or parcel of land or portion thereof, occupied or unoccupied, improved or unimproved, within the city shall be deemed a public nuisance, and shall further be considered rubbish or refuse, and it shall be unlawful for any person to cause or maintain such a public nuisance by wrecking, dismantling, partially dismantling, rendering inoperable, abandoning or discarding any motor vehicle or appliance on the real property of another or to suffer, permit or allow a junked motor vehicle or appliance to be parked, left or maintained on his own real property, provided that this provision shall not apply with regard to:
 - a. Any motor vehicle or appliance in an enclosed building;
 - b. Any motor vehicle or appliance on the premises of a business enterprise operated in a lawful manner, when necessary to the operation of such business enterprise; or

- c. Any motor vehicle or appliance on property occupied and used for repair, reconditioning and remodeling of motor vehicles or appliances in conformance with the zoning code of the city.
- (2) Nothing in this section shall authorize the maintenance of a public or private nuisance as defined under other provisions of law.
- (c) *Liability for damages to removed vehicle.* Neither the owner nor occupant of the premises from which any aforesaid junked motor vehicles shall be removed, their servants or agents, or any department of the city, or its agents, shall be liable for any loss or damage to the junked motor vehicle while being removed or as a result of any subsequent sale or other disposition.
 - (d) *Compliance by removal of vehicle.* The removal of the junked motor vehicle from the premises within three days after receipt of Notice of Violation from city shall be considered compliance with the provisions of this article and no further action shall be taken against the owner of the junked motor vehicle or appliance or the owner or occupant of the premises. Written permission given to the Nuisance Code Enforcement Officer for the removal of the junked motor vehicle or appliance by the owner of same or the owner of occupants of the premises on which it is located shall be considered compliance with the provisions of this article on their part and no further action shall be taken against the one giving such permission, except for collection of towing charges for hauling costs for the removal of the nuisance.
 - (e) *Right of entry.* In the enforcement of this article, a Nuisance Code Enforcement Officer, and his duty authorized agents, assistants, employees, or contractors, may enter upon private or public property to examine a junked motor vehicle or appliance, or obtain information as to the identity of a junked motor vehicle or appliance and of the owner thereof, and to remove or cause removal of a junked motor vehicle or appliance declared to be a nuisance pursuant to this article.
 - (f) *Article supplemental to other regulations.*
 - (1) This article is not the exclusive regulation of abandoned, wrecked, dismantled or inoperative vehicles or appliances within the city. Junked motor vehicles and appliances are hereby declared to be a public nuisance and unlawful as set out in section 18b above. The provisions of the article are supplemental and in addition to all other regulatory codes, statutes and ordinances heretofore enacted by the city, state or any other legal entity or agency having jurisdiction.
 - (2) The provisions of this article shall be deemed cumulative of the provisions and regulations contained in the Code of Ordinances, City of Paducah, Kentucky, save and except that, where the provisions of this article and the sections hereunder are in conflict with the provisions elsewhere in this Code, then the provisions contained herein shall prevail. Any and all ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

(Ord. No. 2001-10-6434, 10-9-01)

Sec. 42-49. Solid Waste.

(a) *Definitions for this section.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Back door pickup. Requested by residence to have a point of pickup other than what is assigned.

Bulk waste. Any items commonly handled in bulk form, including but not limited to any discarded appliance such as hot water heaters, stoves, air conditioners and refrigerators; any discarded furniture such as couches, chairs and mattresses; trees or tree limbs in excess of 48 inches in length and greater than three inches in diameter; or tree stumps.

Business. Applies to any establishment or firm wherein an occupational license is required by the city, except as otherwise provided herein.

Commercial waste. Any waste generated by a business establishment, excluding such waste as designated in subsection (e) of section 42-49.

Commercial waste container. Dumpsters of various sizes: two-, four-, six- and eight-cubic yard capacity. Dumpsters shall remain the property of the city.

Department. The Public Works Department of the city.

Department in charge. The Public Works Department will be charged with carrying out the duties of the provisions of this section.

Division. The Solid Waste Division of the Public Works Department.

Green waste. Includes, but is not limited to, all accumulations of grass, shrubbery, weeds or cuttings from any of the foregoing, or pine needles, and other waste incidental to the growth, maintenance or care of lawns, or shrubbery, vines and gardens. The term "green waste" shall not be taken to include trees or tree limbs in excess of 47 inches in length and greater than three inches in diameter, tree stumps, used or broken appliances, furniture, bedding, building materials, lumber or other material of like nature (see the definition of "bulk waste" herein).

Multiple dwelling. A structure or structures having more than one single family unit, and shall include apartment buildings, motels and hotels.

Premises. Land or buildings, or both, occupied or used by one or more households or one or more business places.

Residence. A single-family residential unit.

Residential waste. Every accumulation of animal, fruit or vegetable matter that attends the preparation, use, cooking, and dealing in, or storage of, meats, fish, fowl, fruits or vegetables. This also includes any other matter of any nature whatsoever which is subject to decay and the generally noxious or offensive gases or odors which, during or after, may serve as breeding or feeding material for flies or other germ-carrying insects; and any waste accumulations of paper, wooden or paper boxes, tin cans, bottles or other containers, sweepings, and all other accumulations of a nature usual to housekeeping.

Residential waste container. Green mobile cart (capacity 96 gallons). Said container shall remain the property of the city.

Residential waste container (special pickup). Blue mobile cart (capacity 96 gallons). Said container shall remain the property of the city.

Solid waste. All forms of waste as defined herein, including bulk, commercial, green and residential waste.

Special pickup. When no individual in the household is physically ormentally capable of maneuvering the waste container to the designated point of pickup.

Trailer park, mobile home park. Any business enterprise maintaining premises for the rent of mobile homes or house trailers and/or mobile home or house trailer sites.

(b) Authority and duties of City Manager.

(1) The City manager of his/her designee shall have the authority to make and modify, as necessary, the days of collection, location of containers, and such other matters pertaining to the collection, transportation and disposal of waste.

(c) Preparation of waste.

(1) *Residential waste.* All residential waste must be contained within the confines of the residential waste container. The container shall be kept tightly covered at all times except when it becomes necessary to lift covers for the purpose of depositing waste or for the purpose of emptying such waste container in a solid waste truck. No medical, hazardous and/or toxic waste or liquids will be deposited into a residential waste container.

(2) *Commercial waste.* All commercial waste must be contained within the confines of the appropriate commercial waste container. No medical, hazardous and or toxic waste or liquids will be deposited into a commercial waste container.

(3) *Green waste.* All green waste which is absorbent, such as grass and leaves, shall be contained in bags (not to exceed 50 pounds) and kept separate from residential waste. All trimmings, such as hedge or tree limbs (not greater than three inches in diameter). Vines and shrubbery shall be bundled in bundles not greater than 48-inch lengths and not to exceed 50 pounds in weight. All bags and bundles shall be placed at the household's designated point of pickup.

(4) *Bulk waste.* Bulk waste shall be picked up at the designated point of pickup. All items shall be prepared for disposal in accordance with all local, state, and federal laws.

(d) *Location of containers; collection.*

(1) *Restrictions on collectors.* City solid waste collectors shall not enter houses or buildings for the collection of solid waste nor shall they accept any money or gifts for their services.

(2) *Separation of waste from non-waste items.* Solid waste shall not be stored in close proximity to other effects which are not desired to be collected, but shall be reasonably separated in order that the collectors can clearly distinguish between what is to be collected and what is not.

(3) *Residential collection.*

- a. The city shall collect residential waste once a week in accordance with a schedule prepared by the City Manager or his/her designee.
- b. It shall be the responsibility of each occupant, on the scheduled day of collection, to place his residential waste container(s) at the designated point of collection (curbside, street side or in an accessible alley) not later than 5:30 a.m. the day of scheduled pickup, unless otherwise authorized by the City Manager or his/her designee. The container shall be placed in such a manner as not to interfere with overhead power lines or tree branches, parked cars, vehicular traffic, or in any other way that would constitute a public hazard or nuisance.
- c. Waste container may be placed at the point of pickup the evening before the scheduled pickup service. Waste containers shall be removed from the point of pickup not later than 11:00 p.m. of the day of the scheduled pickup.
- d. Waste containers, when not out for collection on the scheduled pickup day, will be kept away from the front of any building or premises. No waste container shall be maintained upon or adjacent to any street, sidewalk, or front yard.
- e. If accumulation of residential waste regularly exceeds the capacity of the 96-gallon container, the City Manager or his/her designee may assign the resident an additional 96-gallon container, at such fees or charges as the City Commission may establish from time to time by municipal order.
- f. The city may provide pickup service at other than the designated location, at such fees or charges as the City Commission may establish from time to time by municipal order. The location of the pickup will be approved by the City Manager or his/her designee.
- g. The City Manager or his/her designee shall have sole discretion in verifying the need for a special pickup (blue residential waste container and the determination of the point of pickup for said special pickup.
 1. In the event the occupant has difficulty in using the refuse container in the designated area or would create a hardship, the occupant shall notify the City Manager in writing stating the basis for the difficulty and what relief is requested.
 2. The City Manager or his/her designee upon a showing of physical handicap or medical condition by written documentation or sufficient proof as to physical conditions hindering compliance, may grant the relief requested or other appropriate relief.
 3. These conditions shall apply when there is no one present in the household who is able to move the container to its designated point of pickup.

- h. The city shall collect green waste once a week in accordance with a schedule prepared by the City Manager or his/her designee. Said green waste will be collected on the same day as residential waste. Collection will be at the household's designated point of pickup.
- i. No provision of this chapter shall be construed to prevent any person from transporting or disposing of solid waste produced by the household. Disposal by such means shall not exempt such person from the obligation to pay the solid waste collection service charges.

(4) *Container damage or loss.* Residential waste container(s) and commercial waste container(s) shall both remain the property of the city at the premises where delivered. The premises' owner(s) or occupant(s) and/or commercial establishment shall maintain their assigned waste container(s) and the surrounding area in a clean, neat, sanitary condition. Residential and commercial waste container(s) shall be cleaned and disinfected on a regular basis by the premises' owner (s) or occupant(s) or business utilizing the waste container. Container(s) which are damaged, destroyed, or stolen through neglect, improper use or abuse by the occupant-users shall be replaced by the city at the expense of the occupants or the owner of the residence. Container(s) which are damaged in the course of normal and reasonable usage or which are damaged, destroyed, or stolen through no abuse, neglect or improper use of the occupant(s)-users or residence owner shall be repaired or replaced at the sole discretion of the city, at no charge to the occupant-users or residence owners. The containers shall not be damaged, destroyed, defaced or removed from the premises by any person. Markings and identification devices on the containers, except as placed or specifically permitted by the city, are expressly prohibited and shall be regarded as damage to the containers.

(5) *Bulk waste.*

- a. The city will provide pickup of bulk waste upon citizen request, from the household's designated point of pickup. This is a separate service and will be provided at such fees or charges as the City Commission may establish from time to time by municipal order. Pickup will be within five working days, or as soon thereafter as possible.
- b. The owner of any vacant lot may make arrangements with the city for pickup of bulk waste. The location of the pickup shall be determined by the City Manager or his/her designee. Pickup will be provided at such fees or charges as the City Commission may establish from time to time by municipal order. Pickup will be provided within five working days of the request or as soon thereafter as possible.

(6) *Commercial Collection.* Collection of commercial service shall be made at least weekly, and more frequently if deemed necessary by the City manager or his/her designee to prevent unsanitary or unsightly accumulation of solid waste. The City Manager or his/her designee shall establish routes of varying frequency for collection and assign each commercial or industrial establishment to the route and frequency which is most adapted to its collection needs.

- a. All commercial establishments/businesses shall utilize a commercial waste container (two-, four-, six- or eight-cubic yard dumpster) unless otherwise authorized by the City Manager or his/her designee.

- b. Commercial waste containers must be clear of all obstructions and obstacles at all times to allow for the proper service and inspection. The service schedule is generally 4:00 a.m. to 12:30 p.m. Monday through Sunday.
- c. New commercial waste accounts, as of November 1, 1997, shall be required to place the container on approved service pads to be constructed of eight-inch thick concrete having a minimum compressive strength of 4,000 psi containing fiber mesh or woven wire and of a size not less than ten feet wide and 30 feet long. Exceptions of the aforementioned dimensions for width and length shall be at the discretion of the City Engineer. All exceptions will be as a result of physical features adjacent to the approved site. The property owner will be responsible for all repairs necessary as a result of servicing the dumpster.
- d. The location shall be approved through the City of Paducah prior to placement. The approval will be a process of the site plan evaluation. The location of the pad will provide freedom of access of solid waste vehicles unimpeded by parked cars. The service pad will be located in a manner as to allow the straightest route into the dumpster. The location will limit turning of refuse vehicles to service the dumpster.
- e. All dumpsters should be located as near to the rights-of-way as practical, but not in the right-of-way.
- f. Commercial accounts may request an additional unscheduled pickup. This service will be provided at such fees or charges as the City Commission may establish from time to time by municipal order.

(7) *Seasonal collection service.* The schedule for collection of bagged leaves shall be established by the City Manager or his/her designee based on weather conditions caused by either an early or late fall. This service will be performed in conjunction with the weekly pickup of green waste.

(e) *Unlawful accumulation or disposal of waste; disturbing containers.*

(1) *Disposal requirements generally.* The disposal of solid waste in any quantity by an individual, householder, establishment, firm or corporation in any place, public or private, or other than at the site or sites designated and/or with properly approved permits, is expressly prohibited. Such disposal methods shall include the maximum practical protection for control of rodents, insects, and nuisances at the place of disposal.

(2) *Unlawful accumulations.*

- a. No person shall permit to accumulate on his/her premises any solid waste except in containers of the type specified in this chapter, and no odiferous, unsanitary, offensive or unsightly wastes other than solid waste shall be permitted to accumulate on such premises. Noncompliance with the provisions of this section shall constitute a public nuisance.
- b. The occupant of the premises or, in the case of unoccupied premises, the owner shall be responsible for maintaining, in a clean and sanitary condition free of all solid waste, the sidewalks, ditches, curbs/gutters and unpaved/undeveloped portion of right-of-way abutting such premises.

(3) *Disturbing containers.* At no time shall any person rifle, pilfer, dig into or in any manner disturb containers containing solid waste.

- (4) *Removal of waste by contractors, public utilities, builders, tree trimmers and landscapers.* All these must remove all trash and debris from the premises upon which they are working at their own expense. This shall include but not be limited to limbs, tree trunks, roots, concrete slabs, concrete blocks, bricks and all other materials used by contractors in the course of building, construction and or alterations.
- (5) *Prohibited substances in city-owned containers.* The following substances are here prohibited and shall not be deposited in any city-owned solid waste container, either residential or commercial;
- a. Flammable liquids, solids or gases, such as gasoline, benzene, alcohol or other similar substances.
 - b. Any material that could be hazardous or injurious to city employees or which could cause damage to city equipment.
 - c. Building material/debris.
 - d. Hot materials such as ashes, cinders, and the like.
 - e. Human or animal feces are hereby prohibited from being placed in any solid waste container unless placed and secured in a plastic bag.
 - f. Carcasses of dead animals.
- (6) *Industrial, hazardous, toxic medical and infectious waste.* All industrial, hazardous, toxic medical and infectious waste, including but not limited to hypodermic syringes, shall be disposed of by the industry, manufacture or processing plant generating such waste under such methods and conditions as shall be approved by all applicable state or federal guidelines.
- (7) *Dumping in stream, ditch, sewer or drain.* It shall be unlawful for any person, firm or other entity, regardless of form, to dump waste in any form into any stream, ditch, storm sewer, sanitary sewer, or other drain.
- (f) *Open burning.* It shall be unlawful for any person, firm or other entity, regardless of form, to burn or attempt to burn solid waste on private or public property within the city limits.
- (Ord. No. 2001-10-6434, 10-9-01)

**McCRACKEN COUNTY FISCAL COURT
ORDINANCE NO. 2008-9**

AN ORDINANCE RELATING TO REPAIR OR DEMOLITION TO CERTAIN STRUCTURES INTENDED FOR HUMAN AND/OR COMMERCIAL OCCUPANCY WHICH PRESENT A HAZARD TO PUBLIC HEALTH, SAFETY OR MORAL, OR OTHERWISE INIMICAL TO THE WELFARE OF THE RESIDENTS OF THE COUNTY.

WHEREAS, pursuant to KRS 67.083 (3) (j), the McCracken County Fiscal Court has the authority to require owners of structures unfit and/or unsafe for human and/or commercial occupancy to repair or demolish said structures; and,

WHEREAS, the McCracken County Fiscal Court has determined that structures intended for human occupancy of any kind which have been extensively damaged by fire, explosion or structural collapse should immediately be repaired or otherwise demolished and removed.

**NOW THEREFORE, BE IT ORDAINED BY THE FISCAL COURT OF THE COUNTY OF McCracken,
COMMONWEALTH OF KENTUCKY:**

SECTION I. DEFINITIONS

As used in this chapter, unless the context otherwise indicates, the following definitions shall be in effect:

Premises: "A lot, plot or parcel of land including any structures thereon."

Structure: "That which is built or constructed or a portion thereof."

Unsafe structure: "A structure that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure because the structure is in a state of dilapidation, deterioration or decay, faulty construction, or damaged by fire to the extent so as not to provide shelter or is in danger of partial or complete collapse."

Unsafe premises: "In addition to including unsafe structures, unsafe premises means any physical condition or occupancy of any premises or its appurtenances considered an attractive nuisance to children, including, but not limited to, abandoned wells, abandoned shafts, abandoned swimming pools, abandoned ponds, abandoned basements, abandoned excavations and any abandoned mobile homes, abandoned manufactured homes, abandoned refrigerators, abandoned iceboxes, abandoned ice chests, or other similar abandoned devices or abandoned appliances assessable by children."

Owner: "Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property; including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court."

Agriculture: This ordinance is not applicable to structures or premises used primarily for active agricultural purposes.

Exempt Structures: This ordinance is not applicable to structures that are at least two hundred (200') in distance from any neighboring property line and at least two hundred feet (200') in distance from adjacent public right-of-way line. This distance is measured from the property and/or right-of-way line to the closest point of the structure, including overhanging roofs.

SECTION II. The McCracken County Fiscal Court designates the Code Enforcement Officer as the county official responsible for enforcing the provisions of this ordinance.

SECTION III. Pursuant to KRS 67.083 (3) (j), the Code Enforcement Officer is authorized to go upon private property containing any structures intended for human and/or commercial occupancy of any kind which have been damaged by fire, explosion or structural collapse, and inspect said structures in order to determine whether or not said structures are readily susceptible to being repaired.

SECTION IV. Within five (5) days from the date of said inspection, the Code Enforcement Officer shall make and file in the Office of the McCracken County Judge/Executive a written report, which shall contain the following information:

- a.) The name and address of the owner of record of the structure.
- b.) The book and page number of the deed of record of the property, with a copy of said deed attached to the report.
- c.) The date of the inspection.
- d.) A statement setting forth whether or not the structure, in the opinion of the Code Enforcement Officer, is susceptible to being repaired or should be demolished. If the structure is susceptible to being repaired, the Code Enforcement Officer should state specifically what repairs are necessary to make the structure suitable for human and/or commercial occupancy.
- e.) A statement to the owner of record that if he disagrees with the determination of the Code Enforcement Officer, he may appeal to the McCracken County Fiscal Court.
- f.) A statement to the owner that said owner has sixty (60) days from the date the report is filed in the Office of the County Judge/Executive to: (1) repair the structure or provide sufficient proof to the Code Enforcement Officer, with approved surety, that the repairs will be timely made; (2) to demolish and remove the structure and all debris; or, (3) file a written statement in the Office of the Code Enforcement Officer to the McCracken County Fiscal Court.
- g.) A statement to the owner of record that if he takes no affirmative action within the time provided in f.) above, he shall be presumed to consent his abandonment of his interest in said structure and to all action taken by McCracken County or its agents.

SECTION V. If the owner of record is a resident of McCracken County at the time of filing the written report in the Office of the McCracken County Judge/Executive, the Code Enforcement Officer shall

deliver two (2) copies of said report to the McCracken County Sheriff with instructions to the Sheriff to serve one (1) copy of the report upon the owner of record of said structure; to reflect the service of said copy of the report upon the second copy, and to return the second copy of the Office of the McCracken County Judge/Executive.

SECTION VI. If the owner of record of said structure is a non-resident of McCracken County at the time of filing the written report in the Office of the McCracken County Judge/Executive, the Code Enforcement Officer shall mail by certified mail, return receipt requested, a copy of said report to the owner of record of said structure to his last known address as same may be reflected in the public records contained in the McCracken County Courthouse.

SECTION VII. In the event the Code Enforcement Officer is unable to deliver a copy of the report to the owner of record of the structure as provided in Section Four and Five above, then in that event the Code Enforcement Officer shall notify the owner of record by publishing said report pursuant of KRS Chapter 424.

SECTION VIII. In the event the owner of record of said structure fails to comply with the report of the Code Enforcement Officer within the sixty (60) day period, the Code Enforcement Officer may cause the structure to be demolished and removed, upon Judge/Executive approval.

SECTION IX. The cost of said demolition and removal of said structure, less any credit for salvage, shall be a lawful debt of the owner of said property. If McCracken County advances these costs, then McCracken County shall have a lien of record upon the real estate in the amount of costs plus interest at the legal rate until said costs are reimbursed to the County.

SECTION X. The authority created and granted herein shall apply only to structures intended for human and/or commercial occupancy which are located in McCracken County, but outside the corporate limits of the City of Paducah.

SECTION XI. The McCracken County Fiscal Court shall provide an appeal procedure for owners of record who file a written statement of appeal in the Office of the McCracken Judge/Executive within thirty (30) days from the date the Code Enforcement Officer files his written report.

SECTION XII. In the event an appeal is timely filed, proceedings initiated hereunder shall be stayed until all matters raised on said appeal are resolved; otherwise, the Code Enforcement Officer shall proceed according to the terms of the written report and Section Seven above.

SECTION XIII. All prior orders and/or ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION XIV. The provisions of this ordinance are severable. If any part of this ordinance, or the application thereof, is for any reason found to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect or repeal the remaining provisions, sections or parts of this ordinance.

SECTION XV. This ordinance becomes effective immediately upon passage and publication.

INTRODUCED AND PUBLICLY READ on first reading on this 9th day of June, 2008.

PUBLICLY READ AND APPROVED on second reading on the 23rd day of June, 2008.

McCRACKEN COUNTY FISCAL COURT

BY: _____

Van E. Newbery
McCracken County Judge/Executive

ATTEST:

Jeff Jerrell
McCracken County Clerk

McCracken County
Property Maintenance Code
Ordinance #2000-15
(AN AMENDMENT OF # 2000-13)

An ordinance relating to the removal to the removal of junked motor vehicles, recreational vehicles, mobile homes, camping type trailers, watercraft and appliances from all properties public or private to ensure the Health, Safety, and Welfare of the citizens of McCracken County, Kentucky.

Be it ordained by the Fiscal Court of McCracken County, Commonwealth of Kentucky;

SECTION I. Definitions

For the purpose of the article, the following terms, phrases, words and their derivatives shall have the meaning given herein. Words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

a.) **Junked Motor Vehicle:** Any contrivance, or part thereof, propelled by power or used for transportation of person or property on or off public streets and highways, the condition of which is one of, but not limited to:

1. Wrecked
2. Dismantled
3. Partially Damaged
4. Inoperative
5. Abandoned
6. Discarded
7. Unlicensed

b.) **Junked Recreational Vehicle, Mobile Home or Camping Type Trailer:** Any unit with or without motive power, designed for human occupancy as a dwelling or sleeping place by one (1) or more person; has become so dilapidated, unsafe, unsanitary or so utterly fails to provide the amenities essential to decent living that is unfit for human habitation, or is likely to cause sickness or disease, so as to work injury to the health, safety or general welfare of the public, also one (1) of the following but not limited to:

1. Wrecked
2. Dismantled
3. Partially Damaged
4. Inoperative

5. Abandoned
6. Discarded
7. Unlicensed

c.) **Junked Trailer:** Any movable or portable unit, to be towed on its own chassis which is used for but not limited to, recreational or hauling purposes. The condition or which is one of but not limited to the following:

1. Wrecked
2. Dismantled
3. Partially Damaged
4. Inoperative
5. Abandoned
6. Discarded

d.) **Junked Watercraft:** Any contrivance or part thereof, with or without motive power, designed for transportation on water. The condition of which is one of, but not limited to:

1. Wrecked
2. Dismantled
3. Partially Damaged
4. Inoperative
5. Abandoned
6. Discarded
7. Unlicensed

e.) **Junked Appliances:** Any unit, or part thereof, of machinery, furniture, or equipment whether functional or ornamental, and whether mechanical or powered by some source of energy or not, including but not limited to, stoves, refrigerators, televisions, stereos, beds, lamps, tools, ect., the condition of which is one (1) of the following, but not limited to:

1. Wrecked
2. Dismantled
3. Partially Damaged
4. Inoperative
5. Abandoned
6. Discarded

Provided, however, the term "junked" shall not apply where the unit is not of sufficient size or the combination of such units, to constitute an eyesore or to detract from the neat and

orderly appearance of the neighborhood generally.

SECTION II. Duty of Maintenance of Private Property

No person owning, leasing, occupying or having charge of any property shall maintain or keep any code violation thereon, nor shall any such person keep or maintain such code violation in a manner causing diminution in the value of the other property in the area in which such code violation is located.

SECTION III. Junked Motor Vehicles

It shall be unlawful for any person to cause or maintain the presence of any junk motor vehicle on public property or any private property, tract or parcel of land or portion thereof, occupied or unoccupied, improved or unimproved within the county of McCracken County, Kentucky. This provision shall not apply with regards to:

- a.) Any motor vehicle on the premise of a lawful business enterprise when necessary to the operation of such business enterprise; or
- b.) Any motor vehicle on property occupied and used for repair, reconditioning and remodeling of motor vehicles in conformation with the laws of the Commonwealth of Kentucky or subordinate governmental unit.

Nothing in this section shall authorize the maintenance of a public or private nuisance as defined herein or under other provisions of law.

SECTION IV. Junked Recreational Vehicles, Mobile Homes, Camping Type Trailers or Trailers

It shall be unlawful for any person to cause or maintain the presence of any junk recreational vehicle, mobile home, camping type trailer or trailer of any type on public property or on any private lot, tract or parcel of land or portion thereof, occupied or unoccupied, improved or unimproved within the County of McCracken, Kentucky. This provision shall not apply with regards to:

- a.) Any recreational vehicle, mobile home, camping type trailer or trailer on the premises of a lawful business enterprise when necessary to the operation of such business enterprise; or
- b.) Any recreational vehicle, mobile home, camping type trailer or trailer on property occupied and used for repair, reconditioning and remodeling of recreational vehicles, mobile homes, camping type trailers or trailers in conformance with the laws of the Commonwealth of Kentucky or subordinate governmental units.

Nothing in this section shall authorize the maintenance of a public or private nuisance as defined herein or under other provisions of law.

SECTION V. Junked Watercraft

It shall be unlawful for any person to cause or maintain the presence of any junk watercraft of any type on public property or on any private lot, tract or parcel of land or portion thereof, occupied or unoccupied, improved or unimproved within the County of McCracken, Kentucky. This provision shall not apply with regards to:

- a.) Any watercraft on the premise of a lawful business enterprise when necessary to the operation of such business enterprise; or
- b.) Any watercraft on property occupied and used for repair, reconditioning and remodeling of watercraft in conformation with the laws of the Commonwealth of Kentucky or subordinate governmental unit.

SECTION VI. Junked Appliances

It shall be unlawful for any person to cause or maintain the presence of any junk appliances on public property or on any private property, tract or parcel of land or portion thereof, occupied or unoccupied, improved or unimproved within the County of McCracken, Kentucky. This provision shall not apply with regards to:

- a.) Any appliance in an enclosed building;
- b.) Any appliance on the premises of a lawful business enterprise when necessary to the operation of such business enterprise; or
- c.) Any appliance on property occupied and used for repair, reconditioning of appliances in conformance with the laws of the Commonwealth of Kentucky or subordinate governmental unit.

Nothing in this section shall authorize the maintenance of a public or private nuisance as defined herein or under other provisions of law.

SECTION VII. Modifications

Whenever there are practical difficulties involved in carrying out the provisions of this code, the McCracken County Code Enforcement Officer shall have the authority to grant modifications for individual cases, provided the code official shall first find that special individual reason makes the strict letter of this code impractical and the modifications is in compliance with the intent and purpose of this code and that such modification does not lessen health, life, and safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

SECTION VIII. Appeals Board

There is hereby established and created an Appeals Board of McCracken County, hereinafter, called the McCracken County Property Maintenance Code Enforcement Appeals Board for the purpose of hearing and deciding cases where any person subject to enforcement by this chapter alleges that there is an error by the Code Enforcement Officer.

a. Membership:

1. The McCracken County Property Maintenance Code Appeals Board shall consist of (5) five members who shall be appointed by the McCracken County Judge Executive, subject to the approval of the McCracken County Fiscal Court. All members shall be residents of the unincorporated area of McCracken County.
2. The terms of office for the members of the McCracken County Property Maintenance Code Appeals Board shall be for three (3) year staggered terms with the initial appointments to be made as follows: one (1) member shall be appointed for a term of one (1) year, and two (2) members shall be appointed for a term of two (2) years, after which all members shall be appointed or qualified. Vacancies shall be filled in the same manner as original appointments are made. Members shall serve without compensation.
3. A majority of the members of the McCracken County Property Maintenance Code Appeals Board shall constitute a quorum for all purposes a decision reached by a quorum of the McCracken County Property Maintenance Code Appeals Board present at a property called meeting shall constitute a decision of the entire Board.
4. No employee of McCracken County or a member of the McCracken County Fiscal Court shall be appointed to the McCracken County Property Maintenance Code Appeals Board. No member of the Board shall hear an appeal in a case in which he has a financial interest. Service on another Board appointed by the County shall not disqualify a person a membership of this Board.

b. Duties of Board:

1. The board shall have the power to hear and decide appeals where it is alleged by the person that there is error in any order, requirement, decision, determination or refusal made by the enforcement officer or other administrative official in the carrying out of this chapter, and for interpretation of this chapter.
2. Upon receipt of an appeal from an alleged violator, the McCracken County Property Maintenance Code Appeals Board shall convene a hearing to consider the appeal within fifteen (15) days of the Code enforcement Department's receipt of the notice of appeal. All parties to the appeal shall be notified of the time and place of the hearing by letter mailed by certified mail no later than seven (7) days prior to the date of the hearing. The Board shall render a decision within five (5) working days

after the hearing.

3. At the hearing, the McCracken County Property Maintenance Code Appeals Board shall hear all relevant evidence and argument.
 4. The board may affirm, repeal, or modify the order or decision of the Code Enforcement Officer.
 - i. Before any decision to affirm, repeal, or modify a decision of the code official, the board must make written finding which shall be included with the record of the proceedings.
 - ii. The board shall not possess the power to grant any variance or waiver from the laws of the Commonwealth of Kentucky, or the ordinances of McCracken County.
- c. The McCracken County Property Maintenance Code of Appeals Board is authorized to promulgate its own rules and procedures consistent with this chapter.
- d. Any interested party, including the McCracken County Fiscal Court, wishing to appeal the determination of the McCracken County Property Maintenance Code Appeals Board shall have the right to appeal to a court of competent jurisdiction. Such appeal shall be filed within thirty (30) days of the date of the determination of the Board.

SECTION IX. Abatement of Violation

Whenever the Code Enforcement Officer shall deem such a public nuisance to exist, he shall issue a notice to the parties hereinafter stated, and such notice shall: Specify the code and its location; request the code violation to be resolved; and advise the said party they have ten (10) days to resolve code violation or to make a written demand for a hearing before the McCracken County Maintenance Code Appeals Board.

Notice shall be sent by 1st class or certified mail, to the last known address of the owner of the property whereon the nuisance is located. Where the owner of the property is not the occupant thereof, such notice shall be mailed to the occupant (s).

The Code Enforcement Officer shall coordinate his effort to determine ownership of a junk motor vehicle, recreational vehicle, mobile home, camping type trailer, trailer or watercraft with the McCracken County Sheriff's Department of Property Valuation Office, notice shall also be sent to the last registered and legal owner of record of the junked motor vehicle, recreational vehicle, mobile home camping type trailer, or watercraft unless owner is the owner or occupant of the premises wherein the violation is located, and unless identification numbers are not available to determine ownership of the unit.

If the owner, or his address of any junked motor vehicle, recreational vehicle, mobile home, camping type trailer, trailer or watercraft is not known or cannot be readily ascertained, the notice to abate and his right to a hearing may be given by attaching such notice to the unit no less than ten (10) days before action is taken. If the latter method of notice is used, the code enforcement officer shall make an affidavit attesting to such facts. Where a junked vehicle, recreational vehicle, mobile home, camping type trailer, trailer or watercraft is found to be upon any public property within McCracken County notice to the owner of the; unit is all that shall be required. Where a junked appliance is found on public property, no notice shall be required.

If the owner, within the ten (10) day notice period of said violation denies the existence of said violation on their property. They may request in writing to have a hearing before the McCracken County Property Maintenance Code Appeals Board to determine the extent of the violation. The Director of Code Enforcement of Code Enforcement Officer may impose such conditions and take such other action, as he deems appropriate under the circumstances to carry out the purpose of this article. He may delay the time for removal of the junked motor vehicle, recreational vehicle, mobile home, camping type trailer, trailer or watercraft if in his opinion, circumstances justify it.

If the McCracken County Property Maintenance Code Appeals Board makes a finding that a violation exists, said violation shall be abated within fifteen (15) days from the date of said hearing. If the violation is not abated within the allowed fifteen (15) days the Director of Code Enforcement or his designee will be authorized to send employees or hire contractors upon said property to remedy the code violation. The McCracken County Code Enforcement Officer shall bring a lien against the said property for the reasonable value of labor and materials used in remedying such violation. The affidavit of the Code Enforcement Officer shall constitute prima facie evidence of the amount of the lien, and regularity of the proceeding pursuant to the ordinance, and shall be recorded in the office of the County Court Clerk of McCracken County, Kentucky. The Director of Code Enforcement or Code Enforcement Officer may also bring criminal charges before the McCracken County District Court for enforcement of the penalties herein after described.

Any interested party, including the McCracken County Fiscal Court, may appeal the decision of the McCracken County Property Maintenance Code Appeals Board by appealing to any court of competent jurisdiction pursuant to the rules of civil procedures within thirty (30) days after the decision. If no appeal is taken within the time prescribed, or immediately after a final jurisdiction review affirming the right to remove the violation, the Code Enforcement Officer shall cause the junk motor vehicle, recreational vehicle, mobile home, camping type trailer, trailer or watercraft to be removed and disposed of in any manner as he may provide.

The removal of the violation from the premises prior to the time for removal by the County shall be considered compliance with the provisions of this article and no further action shall be taken. Written permission given to the Code Enforcement Officer for the removal of said violation by the owner of the

same or the owner of occupants of the premises on which it is located, shall be considered compliance with the provisions of this article on their part and no further action shall be taken against the ones giving permission, except for collection of towing charges or hauling cost for the removal of the violation.

The provisions of this article shall be administered and enforced by the McCracken County Code Enforcement Office. In the enforcement of this article, the Code Enforcement Officer and his duly authorized agents, assistants, employees or contractors may enter upon private or public to examine a junked motor vehicle, recreational vehicle, mobile home, camping type trailer, trailer or watercraft to obtain information as to identify and to remove or cause removal of said violation pursuant to this article.

SECTION X. Penalty for Failure to Abate Violation

If said owner allows said code to exist or fails to abate said violation they, and each of them, upon conviction thereof shall be fined not less than twenty-five dollars (\$25.00), nor more than five hundred dollars (\$500.00) for each offense or be imprisoned in the McCracken County Jail for a period not exceeding one (1) year, or be both fined and imprisoned. A separate offense shall be deemed committed on each day during or one, which such violation is permitted to exist.

SECTION XI. Validity

The provisions of this ordinance are severable, and if any court of competent jurisdiction thereof shall hold any section, clause, sentence, part or provisions illegal, invalid or unconstitutional such decision of the court shall not affect or impair the remaining section, clause, sentence, part or provision of this ordinance. It is hereby declared to be the intent of the McCracken County Fiscal Court that this ordinance would not have been adopted if such illegal, invalid or unconstitutional section, clause, sentence, part or provision had not been included herein.

SECTION XII. Adoption and Rescindment

This ordinance shall be in full force and effect from and after its adoption. This ordinance rescinds McCracken County Ordinances 99-7 and 2000-13.

This the 11th day of December, 2000.

Danny Orazine

Danny Orazine
McCracken County Judge Executive

Attest:
Randy Ottey
McCracken County Clerk

First Reading _____ 10/23/00
Advertised _____ 12/01/00
Second Reading and Adoption _____ 12/11/00
Advertised _____ 12/16/00

The foregoing ordinance shall be published in the Paducah Sun on _____, 20_____

1st reading on October 23, 2000

2nd reading on December 11, 2000

Passed by the Fiscal Court of McCracken County on the 11th day of December, 2000, on the motion of Commissioner Grimm, seconded by Commissioner Freeman.

McCracken County Judge/Executive

McCracken County
Property Maintenance Code
Ordinance # 2000-14
(AN AMENDMENT OF # 2000-12)

An ordinance establishing the minimum regulations governing the conditions and maintenance of all property public or private to ensure the Health, Safety, and Welfare of the citizens of McCracken County, Kentucky.

Be it ordained by the Fiscal Court of McCracken County Commonwealth of Kentucky:

SECTION I. Definitions

- A. **Person** is an individual, household, firm, partnership, association, corporation, company or organization of any kind.
- B. **Refuse Hauler** is an individual, firm, partnership, association, corporation, company or organization that is involved in hauling for profit.
- C. **Garbage** is putrescible animal and vegetable waste resulting from handling, preparation, cooking, and consumption of food.
- D. **Litter** is "garbage", "refuse" and "rubbish" as defined herein and all other waste materials, which if thrown or deposited as herein prohibited, tends to create a danger to public Health, Safety and Welfare.
- E. **Rubbish** is non-putrescible solid waste consisting for both combustible and non-combustible waste, such as but not limited to paper products, metal cans, yard waste, wood, furniture and debris from construction projects and similar materials.
- F. **Refuse** is non-putrescible and non-putrescible solid waste including garbage, rubbish, ashes, dead animals, abandoned automobiles and appliances and solid market and industrial wastes.
- G. **Weeds** are all grasses, annual plants and vegetation other than trees or shrubs provided, however, this term shall not include cultivated flower and gardens.
- H. **Noxious** for this ordinance shall mean; harmful to living things; injurious to Health, Safety, and Welfare to the public.
- I. **Nuisance** is defined to mean any condition or use of property or premises or of buildings, which is detrimental to the property of others or which cause or tends to cause substantial diminution in the value of other properties in the neighborhood in which such nuisance is located.
- J. **Unsafe Structure** is any building, shed, fence or other manmade structure, which is dangerous to the public Health, Safety and Welfare because of its condition due to but not limited by age, lack of proper repair of faulty construction.

SECTION II. Duty of Maintenance of Private Property

No person owning, leasing, occupying or having charge of any property shall maintain or keep any code violation thereon, nor shall any such person keep or maintain such property in a manner causing any diminution in the value of the other property in the neighborhood in which such property is located.

SECTION III. Unsightly Grass or Weeds

It shall be unlawful for the owner, occupant, or person having control or management of any property in McCracken County, Kentucky to permit code violation or health hazard to develop thereon through excessive growth of grass or weeds. Weeds and grasses in excess of ten (10) inches tall must be properly cut, and all noxious (harmful) weeds shall be prohibited. Agricultural and Gardening practices will be exempt from this section of the ordinance.

SECTION IV. Unlawful Dumping and/or Collection of Litter

- A. *It shall be unlawful* for the owner, occupant or person having control or management of any property in McCracken County, Kentucky to collect, throw or deposit litter of any kind in any way on public or private property except at the CWI Transfer Station located at 829 Burnett Street. However, depositing or dumping such litter in approved public receptacles or proper recycling facilities shall not be in violation of this section of the ordinance.
- B. The CWI Transfer Station located at 829 Burnett Street is hereby officially designated as the sole and exclusive permitted dumping site for all solid, non-hazardous waste material in McCracken County.
- C. McCracken County shall provide access for disposal of solid waste to all persons/residential households in the county by franchise, contract or permit with refuse haulers.

SECTION V. Unsafe Structure

- A. *It shall be unlawful* for the owner, occupant or person having control or management of any property in McCracken County to maintain any building, shed, fence or other man-made structure, which is dangerous to the public Health, Safety and Welfare because of its condition such as, but not limited to fire hazard or collapse, and which may cause or aid in the spread of disease or injury to the health of the occupants of it or neighboring structures.
- B. If a structure is vacant and unfit for human habitation or occupancy, but it not in danger of collapse, the Code Enforcement official may issue a notice of violation and order the structure to be closed up so as not to be an unsafe or attractive nuisance.

SECTION VI. Unsafe for Natural Conditions

It shall be unlawful for the owner, occupant or person having control or management of any property in McCracken County, Kentucky to maintain or keep any natural condition in a manner, which may cause disease or injury to anyone or any diminution in the value of other property.

SECTION VII. Modifications

Whenever there are practical difficulties involved in carrying out the provisions of this code, the McCracken County Code Enforcement Officer, or the McCracken County Property Maintenance Code Enforcement Appeals Board, shall have the authority to grant modifications for individual cases, provided the code official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lesson health, life and safety requirements. The detail of action granting modifications shall be recorded and entered in the department files.

SECTION VIII. Appeals Board

There is hereby established and created an Appeals Board of McCracken County, hereinafter, called the McCracken County Property Maintenance Code Enforcement Appeals Board for the purpose of hearing and deciding cases where any person subject to enforcement by this chapter alleges that there is an error by the Code Enforcement Officer.

A. Membership

1. The McCracken County Property Maintenance Code Appeals Board shall consist of five (5) members who shall be appointed by the McCracken County Judge Executive, subject to the approval of the McCracken County Fiscal Court. All members shall be residents of the unincorporated area of McCracken County.
2. The terms of office for the members of the McCracken County Property Maintenance Code Appeals Board shall be for three (3) year staggered terms with the initial appointments to be made as follows: one (1) member shall be appointed for a term of one (1) year, and two (2) members shall be appointed for a term of two (2) years, after which all members shall be appointed for a term of three (3) years or until their successors are appointed or qualified. Vacancies shall be filled in the same manner as original appointments are made. Members shall serve without compensation.
3. A majority of the members of the McCracken County Property Maintenance Code Appeals Board shall constitute a quorum for all purposes. A decision reached by a quorum of the McCracken County Property Maintenance Code Appeals Board present at a properly called meeting shall constitute a decision of the entire Board.
4. No employee of McCracken County or a member of the McCracken County Fiscal Court shall be appointed to the McCracken County Property Maintenance Code Appeals Board. No member of the Board shall hear an appeal in a case in which he has a financial interest. Service on another Board appointed by the County shall not disqualify a person a membership of this Board.

B. Duties of Board

1. The board shall have the power to hear and decide appeals where it is alleged by the any person that there is error in any order, requirement, decision, determination or refusal made by the enforcement officer or other administrative official in the carrying out of this chapter, and for interpretation of this chapter.

2. Upon receipt of an appeal from an alleged violator, the McCracken County Property Maintenance Code Appeals Board shall convene a hearing to consider the appeal within fifteen (15) days of the Code Enforcement Department's receipt of the notice of appeal. All parties to the appeal shall be notified of the time and place of the hearing by letter mailed by certified mail, no later than seven (7) days prior to the date of hearing. The Board shall render a decision within five (5) working days after the hearing.
3. At the hearing, the McCracken County Property Maintenance Code Appeals Board shall hear all relevant evidence and argument.
4. The Board may affirm, repeal or modify the order or decision of the Code Enforcement Officer.
 - I. Before any decision to affirm, repeal or modify a decision of the code official, the board must make written finding which shall be included with the record of the proceedings.
 - II. The Board shall not possess the power to grant any variance or waiver from the laws of the Commonwealth of Kentucky, or the ordinances of McCracken County.
5. The McCracken County Property Maintenance Code Appeals Board is authorized to promulgate its own rules and procedures consistent with this chapter.
6. Any interested party, including McCracken County Fiscal Court, wishing to appeal the determination of the McCracken County Property Maintenance Code Appeals Board shall have the right to appeal to a court of competent jurisdiction. Such appeal shall be filed within thirty (30) days of the date of the determination of the Board.

SECTION IX. Abatement of Violations

The owner, owners, tenants, lessees and/or occupants of the property within the limits of McCracken County upon which such violation is made, and also the owner, owners and/or lessees of said property personally involved in such violation (All of are herein after referred to collectively as "owners") shall abate said violation after having been given a ten (10) day written notice from the McCracken County Code Enforcement Officer directing the abatement of said violation. The afore said ten (10) day notice period will begin on the date notice is issued.

If the owner, within ten (10) day notice period of said notice, denies the existence of the said violation on his/her property, they may request in writing to have a hearing before the McCracken County Property Maintenance Code Appeals. Absent emergency condition further enforcement and abatement will be suspended until the appeals board reached a final decision. If the violation is not abated within the allowed fifteen (15) days, the Director of Code Enforcement or his designee will be authorized to send employees or hire contractors upon said property to remedy the violation. The McCracken County Code Enforcement Officer shall bring a lien against the said property for the reasonable value of labor and materials used in remedying such violation. The affidavit of the Code Enforcement Officer shall constitute prima facie evidence of the amount of the lien and the regularity of the proceeding pursuant to this

ordinance, and shall be recorded in the office of the County Clerk of McCracken County, Kentucky. The Director of Code Enforcement or Code Enforcement Officer may also bring criminal charges before the McCracken County District Court for enforcement of penalties hereinafter described.

SECTION X. Penalty for Failure to Abate Violation

If said owner allows said Code Violation to exist or fails to abate said violation they, and each of them, upon conviction there of shall be fined not less than twenty-five dollars (\$25.00), nor more than five hundred dollars (\$500.00) for each offense or be imprisoned in the McCracken County Jail for a period not exceeding one (1) year, or be both so fined and imprisoned. A separate offense shall be deemed committed on each day or on which such violation is permitted to exist.

SECTION XI. Adoption and Rescindment

The provisions of this ordinance are severable, and if any court of competent jurisdiction thereof shall hold any section, clause, sentence, part or provision illegal, invalid or unconstitutional such decision of the court shall not affect or impair the remaining sections, clauses, sentences, part or provisions of the ordinance. It is hereby declared to be the intent of the McCracken County Fiscal Court that this ordinance would not have been adopted if such illegal, invalid or unconstitutional section, clause, sentence, part of provision had not been included herein.

SECTION XII. Adoption and Rescindment

This ordinance shall be in full force and effect from and after its adoption. This ordinance revokes McCracken County Ordinances 87-2, 88-3, 2000-3 and 2000-12.

This is the 11th day of December, 2000.

Danny Orazine
McCracken County Judge Executive

Attest:

Randy Otey
McCracken County Clerk

First Reading 10/23/2000
Advertised 12/01/2000
Second Reading and Adoption 12/11/2000
Advertised 12/16/2000

COMMONWEALTH OF KENTUCKY
MCCRACKEN COUNTY FISCAL COURT
ORDINANCE NO. 2019 - 06

**AN ORDINANCE AMENDING ORDINANCE
NO. 2000-14 BY CREATING A NEW PROVISION
PROHIBITING THE UNLAWFUL DEPOSIT AND/OR
COLLECTION OF YARD WASTE UPON PUBLIC
ROADWAYS AND BY PROVIDING FOR THE
DEFINITION OF KEY TERMS NECESSARY IN THE
IMPLEMENTATION OF THE SAME**

WHEREAS, Kentucky Revised Statutes Section 67.083(3) (a), (c), (h), (i) and (t) expressly empower fiscal courts to enact ordinances in furtherance of the following governmental functions: abatement of public nuisances; public sanitation and vector control; conservation, preservation and enhancement of natural resources including water; control of floods and the provision and regulation of streets, roads and related facilities; and

WHEREAS, it is known through common lay experience as well as scientifically generated data that the presence of certain yard wastes, specifically grass clippings, upon the surface of roadways present the following injurious risks that fiscal courts are authorized to take action by the aforementioned statutory sections to address:

- a. Grass clippings, particularly fresh or otherwise saturated with moisture, present a public safety hazard to motorcyclists and bicyclists traversing roadways by the slickness of their nature potentially causing a motorcyclist or bicyclist to lose traction and crash. Previous engineering studies have calculated that the coefficient of friction of fresh/saturated grass clippings is comparatively nearly as slick as grease.
- b. Yard wastes, including specifically grass clippings, can have deleterious affects on public drainage works by exacerbating the risk of storm drains clogging and backing up during periods of heavy rainfall creating the potential for flooding and erosion.
- c. Certain yard wastes, particularly grass clippings, leach phosphorus and nitrogen into natural watercourses, promoting the growth of algae and otherwise polluting the natural watercourses. Additionally, if grass is treated with fertilizers or pesticides, greater contamination results.

WHEREAS, a detailed review of the McCracken County Code of Ordinances did not reveal an existing provision that provides a clear and unambiguous restriction upon the placement of yard waste upon publically traversed roadways, thereby necessitating the taking of formal action by the McCracken County Fiscal Court to address and curtail the injurious risks associated with the same.

NOW THEREFORE, BE IT ORDAINED BY THE FISCAL COURT OF THE COUNTY OF MCCRACKEN, COMMONWEALTH OF KENTUCKY, AS FOLLOWS:

Section 1. Amendment of Ordinance 2000-14, Section I. "Definitions".

Section I of Ordinance No. 2000-14, entitled "Definitions" shall be amended by adding the following defined terms:

Public Nuisance – Any condition existing or action taken or the failure to take required action in relation to property, premises, or buildings, both public and private, which poses a risk to the health, safety or welfare of the public, or creates substantial annoyance, inconvenience or risk of injury to the public. It is not required that the aforementioned results of any condition existing, action taken or failure to take required action affect the whole body of the public to constitute a public nuisance. A public nuisance exists under this definition if it operates upon such members of the public as are brought into contact with the nuisance.

Public Roadway – Any and all improved roadways, whether by asphalt, concrete, tar and chip or combination of the same or any like composite, that are subject to being traversed by the public without regard to the specific individual or entity that is charged with the maintenance, repair and improvement of the same.

Yard Waste – Any and all accumulations grass, shrubbery, vines, branches, limbs, leaves, cuttings and any other naturally created materials resulting from the care or maintenance of public, private, commercial or residential real property.

The amendment reflected in this section shall be incorporated into the standalone McCracken County Property Maintenance Code Ordinance and said Ordinance shall be transmitted to American Legal Publishing for the generation of an amended Chapter 110 of the McCracken County Code of Ordinances for inclusion in the McCracken County Ordinance Compilation.

Section 2. Amendment of Ordinance 2000-14, Section II. "Duty of Maintenance of Private Property".

Section II of Ordinance No. 2000-14, entitled "Duty of Maintenance of Private Property" shall be amended as follows:

No person owning, leasing, occupying or having charge of any property shall maintain ~~of or~~ keep any code violation thereon, nor shall any such person keep or maintain such property in a manner causing any diminution in the value of the other property in the neighborhood in which such property is located that constitutes a nuisance or public nuisance.

The amendment reflected in this section shall be incorporated into the standalone McCracken County Property Maintenance Code Ordinance and said Ordinance shall be

transmitted to American Legal Publishing for the generation of an amended Chapter 110 of the McCracken County Code of Ordinances for inclusion in the McCracken County Ordinance Compilation.

Section 3. Creation of a New Provision of Ordinance 2000-14 Prohibiting Unlawful Deposit and/or Collection of Yard Waste Upon Public Roadways.

A new provision shall be hereby created in Ordinance 2000-14 prohibiting the unlawful deposit and/ collection of yard waste upon public roadways with such section being designated as Section IV of the same. Newly created Section IV shall read as follows:

SECTION IV. Unlawful Deposit and/or Collection of Yard Waste Upon Public Roadways.

It shall be unlawful for any person to cause yard waste to be deposited and/or collected upon the surface of any public roadway. It shall be further unlawful for any owner, occupant or person having control of public, private, commercial or residential real property to fail to remove yard waste deposited and/or collected upon a public roadway adjacent to such property immediately upon gaining knowledge or reason to know that such condition exists.

The amendment reflected in this section shall be incorporated into the standalone McCracken County Property Maintenance Code Ordinance and said Ordinance shall be transmitted to American Legal Publishing for the generation of an amended Chapter 110 of the McCracken County Code of Ordinances for inclusion in the McCracken County Ordinance Compilation.

Section 4. Sequential Renumbering of Existing Sections of Ordinance 2000-14.

To accommodate the designation of the newly created provision set forth in Section 3 above as Section IV in the standalone McCracken County Property Maintenance Code Ordinance, the previously designated Section IV shall be renumbered to Section V and each subsequent section shall be sequentially renumbered in numerical order.

The amendment reflected in this section shall be incorporated into the standalone McCracken County Property Maintenance Code Ordinance and said Ordinance shall be transmitted to American Legal Publishing for the generation of an amended Chapter 110 of the McCracken County Code of Ordinances for inclusion in the McCracken County Ordinance Compilation.

Section 5. Severability.

If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected.

Section 6. Compliance With Open Meetings Laws.

The McCracken County Fiscal Court hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of said legislative body and that all deliberations of the Fiscal court, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

Section 7. Conflicts.

All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

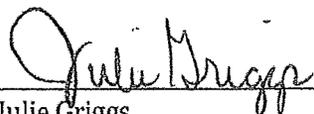
Section 8. Effective Date.

This Ordinance shall be read on two separate days, published pursuant to KRS Chapter 242, and become effective on 6-29-19.

MCCRACKEN COUNTY FISCAL COURT

BY: 
Craig Z. Clymer
McCracken County Judge Executive

ATTEST:


Julie Griggs
McCracken County Clerk

Introduced and publically read on 6-10-19.

Publically read and adopted on 6-24-19.

Recorded by County Clerk on _____.

Published by *The Paducah Sun* on 6-14-19 and 6-28-19

It is hereby Ordered that Pursuant to KRS Chapter 67, the reading of Ordinance No. 2019-06 shall be conducted in summary format as follows:

MCCRACKEN COUNTY KENTUCKY
MCCRACKEN COUNTY FISCAL COURT
ORDINANCE NO. 2019-06

**AN ORDINANCE AMENDING ORDINANCE
NO. 2000-14 BY CREATING A NEW PROVISION
PROHIBITING THE UNLAWFUL DEPOSIT AND/OR
COLLECTION OF YARD WASTE UPON PUBLIC
ROADWAYS AND BY PROVIDING FOR THE
DEFINITION OF KEY TERMS NECESSARY IN THE
IMPLIMENTATION OF THE SAME**

Summary: The action taken by the present Ordinance is expressly authorized by Kentucky Revised Statutes Section 67.083(3)(a),(c),(h),(i) and (t) which grant fiscal courts the power to enact ordinances in furtherance of the following governmental functions: abatement of public nuisances; public sanitation and vector control; conservation, preservation and enhancement of natural resources including water; control of floods and the provision and regulation of streets, roads and related facilities. The present ordinance prohibits the deposit and/or accumulation of yard waste upon public roadways in order to combat the public safety hazards posed by such condition upon motorcyclists and bicyclists, as well as negative impact by the same upon public drainage works and natural watercourses through the promotion of the growth of algae and introduction of pollutants.

Certification: It is hereby certified by the McCracken County Fiscal Court that the present summary represents an accurate official statement of the main points of and contents of Ordinance No. 2019-06.

Public Inspection: Ordinance No. 2019-06 shall be available for public inspection in its whole and complete form in the McCracken County Judge Executive's Office during ordinary business hours.

NOTICE of VIOLATION

You are hereby notified that you are in violation of county Ordinances and/or State Laws as indicated below:

Date of Violation _____ Time _____

Location of Violation _____

McCracken County Ordinance #2000-12

- Unsightly Grass or Weeds
- Unlawful Dumping and/or Collection of Litter
- Unsafe Structure
- Unsafe Natural Conditions

McCracken County Ordinance #2000-13

- Junked Motor Vehicles
- Junked Recreational Vehicles
- Junked Motor Homes
- Junked Camping Type Trailers
- Junked Trailers
- Junked Watercraft
- Junked Appliances

Remarks: _____

*You are required to contact the
Code Enforcement Office within 48 hours
of this notice.*

Please call (270) 444-4736



Code Enforcement Officer

Appendix 7 2, Notice of Violation



Code Enforcement
Emergency Management Complex
3700 Coleman Road
Paducah, KY 42001
Phone (270) 444-4736
Fax (270) 443-0803

<DATE>

<PROPERTY OWNER ADDRESS>

RE: McCracken County Property Maintenance Code
Ordinance #2000-14 and Ordinance #2000-15

<PROPERTY ADDRESS>

VIOLATION NOTICE

PURSUANT TO ORDINANCE #2000-14

UNSIGHTLY GRASS OR WEEDS

You are hereby notified that the above-described property is not in compliance with the ordinance. Section I of the ordinance defines weeds as: All grasses, annual plants and vegetation other than trees or shrubs provided, however, this shall not include cultivated flower beds and gardens. Section III of this ordinance states that it shall be unlawful for the owner, occupant, or person having control or management of any property in McCracken County, Kentucky to permit a code violation or health hazard to develop thereon, through excessive growth of grass or weeds. Weeds and grasses in excess of ten (10) inches tall must be properly cut, and all noxious (harmful) weeds shall be prohibited. Agricultural and Gardening practices will be exempt from this section of the ordinance.

UNLAWFUL COLLECTION OF GARBAGE

You are hereby notified that the above-described property is not in compliance with the ordinance. Section I of the ordinance defines Garbage as: Putrescible animal and vegetable waste resulting from handling, preparation, cooking, and consumption of food.

UNLAWFUL COLLECTION OF LITTER

You are hereby notified that the above-described property is not in compliance with the ordinance. Section I of the ordinance defines litter as: "Garbage", "refuse", "rubbish", and all other waste materials, which if thrown or deposited as herein prohibited, tends to create a danger to public Health, Safety and Welfare.

UNLAWFUL COLLECTION OF RUBBISH

You are hereby notified that the above-described property is not in compliance with the ordinance. Section I of the ordinance defines rubbish as: Non-putrescible solid waste consisting of both combustible and non-

combustible waste, such as but not limited to paper products, metal cans, yard waste, wood, furniture and debris from construction projects and similar materials.

UNLAWFUL COLLECTION OF REFUSE

You are hereby notified that the above-described property is not in compliance with the ordinance. Section I of the ordinance defines Refuse as: Non-putrescible and putrescible solid waste including garbage, rubbish, ashes, dead animals, abandoned automobiles and appliances and solid market and industrial wastes.

NOXIOUS

You are hereby notified that the above-described property is not in compliance with the ordinance. Section I of the ordinance defines Noxious as: Harmful to living things; injurious to Health, Safety, and Welfare to the public.

NUISANCE

You are hereby notified that the above-described property is not in compliance with the ordinance. Section I of the ordinance defines nuisance as: Any condition or use of property or premises or of buildings, which is detrimental to the property of others or which cause or tend to cause substantial diminution in the value of other properties in the neighborhood in which such nuisance is located.

DUTY OF MAINTENANCE OF PRIVATE PROPERTY

No person owning, leasing, occupying or having charge of any property shall maintain or keep any code violation thereon, nor shall any such person keep or maintain such property in a manner causing any diminution on the value of the other property in the neighborhood in which such property as located.

UNLAWFUL DUMPING AND/OR COLLECTION OF LITTER

Section IV of the ordinance states:

- a: It shall be unlawful for the owner, occupant, or person having control or management of any property in McCracken County, Kentucky to collect, throw or deposit litter of any kind in any way on public or private property except at the CWI Transfer Station located at 829 Burnett Street. However, depositing or dumping such litter in approved public receptacles or proper recycling facilities shall not be in violation of this section of the ordinance.
- b. The CWI Transfer Station located at 829 Burnett Street is hereby officially designated as the sole and exclusive permitted dumping site for all solid, non-hazardous waste material in McCracken County.
- c. McCracken County shall provide access for disposal of solid waste to all persons/residential households in the county by franchise, contract or permit with refuse haulers.

UNSAFE STRUCTURE

Section V of the ordinance states:

- a. *It shall be unlawful* for the owner, occupant or person having control or management of any property in McCracken County, Kentucky to maintain any building, shed, fence or other man-made structure, which is dangerous to the public health, safety and welfare because of its condition such as, but not limited to fire hazard or collapse, and which may cause or aid in the spread of disease or injury to the health of the occupants of it or neighboring structures.
- b. If a structure is vacant and unfit for human habitation or occupancy, but is not in danger of collapse, the Code Enforcement official may issue a notice of violation and order the structure to be closed up so as not to be an unsafe or attractive nuisance.

UNSAFE NATURAL CONDITIONS

Section VI of the ordinance states:

It shall be unlawful for the owner, occupant or person having control or management of any property in McCracken County, Kentucky to maintain or keep any natural condition in a manner, which may cause disease or injury to anyone or any diminution in the value of other property.

PURSUANT TO ORDINANCE #2000-15

JUNKED MOTOR VEHICLES

You are hereby notified that the above-described property is not in compliance with the ordinance. Section I of the ordinance defines Junked Motor Vehicles to be any contrivance, or part thereof, propelled by power or used for transportation of person or property on or off public streets and highways, the condition of which is one (1) of the following but not limited to: Wrecked, Dismantled, Partially Damaged, Inoperative, Abandoned, Discarded or Unlicensed. Section III states that it shall be unlawful for any person to cause or maintain the presence of any junk motor vehicle on public property or any private property, tract or parcel of land or portion thereof, occupied or unoccupied, improved or unimproved within the county of McCracken County Kentucky.

JUNKED RECREATIONAL VEHICLES, MOBILE HOMES, CAMPING TYPE TRAILERS

You are hereby notified that the above-described property is not in compliance with the ordinance. Section I of the ordinance defines Junked Recreational Vehicles, Mobile Homes and Camping Type Trailers to be any unit with or without motive power, designed for human occupancy as a dwelling or sleeping place by one (1) or more persons: has become so dilapidated, unsafe, unsanitary or so utterly fails to provide the amenities essential to decent living that is unfit for human habitation, or is likely to cause sickness or disease, so as to work injury to the health, safety or general welfare of the public, also one (1) of the following but not limited to: Wrecked, Dismantled, Partially Damaged, Inoperative, Abandoned, Discarded or Unlicensed. Section IV states that it shall be unlawful for any person to cause or maintain the presence of any Junked Recreational Vehicles, Mobile Homes and Camping Type Trailers on public property or any private property, tract or parcel of land or portion thereof, occupied or unoccupied, improved or unimproved within the county of McCracken County Kentucky.

JUNKED TRAILER

You are hereby notified that the above-described property is not in compliance with the ordinance. Section I of the ordinance defines Junked Trailer: Any movable or portable unit, to be towed on its own chassis which is used for but not limited to, recreational or hauling purposes. The condition of which, is one (1) of the following but not limited to: Wrecked, Dismantled, Partially Damaged, Inoperative, Abandoned, Discarded or Unlicensed. Section IV states that it shall be unlawful for any person to cause or maintain the presence of any Junked Recreational Vehicle, Mobil Home or Camping Type Trailer or trailer of any type on public property or any private property, tract or parcel of land or portion thereof, occupied or unoccupied, improved or unimproved within the county of McCracken County Kentucky.

JUNKED WATERCRAFT

You are hereby notified that the above-described property is not in compliance with the ordinance. Section I of the ordinance defines Junked Watercraft to be any contrivance, or part thereof, with or without motive power, designed for transportation on water. The condition of which is one (1) of the following but not limited to: Wrecked, Dismantled, Partially Damaged, Inoperative, Abandoned, Discarded or Unlicensed. Section V states

that it shall be unlawful for any person to cause or maintain the presence of any junk watercraft on public property or any private property, tract or parcel of land or portion thereof, occupied or unoccupied, improved or unimproved within the county of McCracken County Kentucky.

JUNKED APPLIANCES

You are hereby notified that the above-described property is not in compliance with the ordinance. Section I of the ordinance defines Junked Appliances to be any unit, or part thereof, of machinery, furniture, or equipment whether functional or ornamental, and whether mechanical or powered by some source of energy or not, including but not limited to, stoves, refrigerators, televisions, stereos, beds, lamps, tools, etc., the condition of which is one (1) of the following, but not limited to: Wrecked, Dismantled, Partially Damaged, Inoperative, Abandoned or Discarded. Section VI states that it shall be unlawful for any person to cause or maintain the presence of any junk appliances on public property or any private property, tract or parcel of land or portion thereof, occupied or unoccupied, improved or unimproved within the county of McCracken County Kentucky.

401 KAR 63:005. OPEN BURNING

State law prohibits the burning of many materials including household garbage, plastic, tires, cans, coated wire, carpeting and food waste. In addition, the burning of trailers, buildings, and construction and demolition debris such as shingles, drywall and insulation is prohibited. Painted, stained or treated wood products like fence posts, pallets, and furniture are illegal to burn.

ABATEMENT

You are directed to abate these violations within ten (10) days of this date. If the violations are not timely abated, the Director of Code Enforcement is authorized to remedy the violation and file a lien against the property for the reasonable value of the labor and materials used plus interest at a legal rate and recording fees.

PENALTY FOR FAILURE TO ABATE THE VIOLATION(S)

If said owner allows said code violation to exist or fails to abate said violation they, and each of them, upon conviction thereof shall be fined not less than twenty-five dollars (\$25.00), nor more than five hundred dollars (\$500.00) for each offense or be imprisoned in the McCracken County Jail for a period not exceeding one (1) year, or be both fined and imprisoned. A separate offense shall be deemed committed on each day during or one which such violation is permitted to exist.

Danny Walker
Code Enforcement Officer

Board of Appeals McCracken Co. Property Maintenance Code Enforcement Staggered Appointments	Meet as Needed
2018 Kentucky Residential Code - R 112.3.1 "at least 5 technically qualified persons" All Appointed by County	
Member-Address-Phone-E-mail	App Date Exp Date
Steve Doolittle Paducah, KY 42003 270-444-4707 sdoolittle@mccrackencountyky.gov	1/25/2022 1/24/2024
Mark Foglesong 800 Jones Street - PO 610 Paducah, KY 42002-0610 270-559-0771 markfoglesong@hotmail.com	8/1/2020 7/31/2023
Barry Miller 565 Massac Church Road Paducah, KY 42001 270-331-5461 miller_barry@bellsouth.net	8/1/2020 7/31/2023
David Conley 260 Morning Drive Paducah, KY 42003 270-994-4169 dlc1988@bellsouth.net	9/1/2020 8/30/2022
Steve Ervin Paducah, KY 42003 270-444-4707 servin@mccrackencountyky.gov	1/25/2022 1/24/2024

Term Length	App't. By	Notes
2	Judge	appt 1-24-22
3	Judge	replaced Jack Sowell
3	Judge	reappointed 8-10-20
2	Judge	reappointed 8-10-20
2	Judge	appointed 1-24-22

Member-Address-Phone-Email	App Date Exp Date	Term Length	App't. By	Notes
Joy Cook 731 Highland Church Road Paducah, KY 42003 270-554-4004 270-564-6292 genecook@bellsouth.net	4/25/2016 4/30/2018	2	Judge	
Jack Sowell 8765 Cairo Road West Paducah, KY 42086 270-210-3760 jackowell@comcast.net	7/7/2017 7/30/2020	3	Judge	2 nd Term
Barry Miller 565 Massac Church Road Paducah, KY 42001 270-331-5461 miller_barry@bellsouth.net	7/7/2017 7/30/2020	3	Judge	Replaced Scott Mitchell
Calvin Cole Jr. 7460 Houser Road Paducah, KY 42003 270-444-4712 calvinr.cole@ky.gov	4/25/2016 4/30/2018	2	Judge	

By-Laws of the McCracken County Property
Maintenance Code Enforcement Appeals Board
Of
McCracken County, Kentucky

OBJECTIVES:

The objectives and purposes of the McCracken County Code Enforcement Board are those set forth in Kentucky Revised Statutes, Chapter 65 (s) 8801 thru 8839. and amendments and supplements thereto and those powers and duties delegated to the McCracken County Code Enforcement Board in accordance with the above mentioned enabling law.

NAME:

The name of this board will be the "The McCracken County Property Maintenance Code Enforcement Appeals Board".

JURISDICTION:

The McCracken County Property Maintenance Code Enforcement Appeals Board shall have jurisdiction to enforce and shall enforce those McCracken County Ordinances that specifically provide for the McCracken County Property Maintenance Code Enforcement Appeals Board.

OFFICERS AND DUTIES:

- A. The offices will be a chair and a vice chair.
- B. The chair will preside at all meetings and hearings of the board and will have the duties normally conferred by parliamentary usage of such officers.
- C. The chair will be a full voting member of the board and will have the privilege of discussing and otherwise taking part in all matters before the board.
- D. The vice chair will act in the absence of the chair, and a member selected from the board may be designated to serve in the absence of the chair and the vice chair.

(Note: KRS 65.8815 (1) allows the board to select one of its members to preside in the chair's absence. By establishing the office of vice chair, the board addresses this issue in advance and eliminates the need to select one of its members when the chair is absent.)

ELECTIONS OF OFFICERS:

- A. Nomination of officers will be made from the members at an annual meeting in July of each year, and the election will be held immediately thereafter.
- B. A candidate receiving a majority of the votes cast will be declared elected and will serve a term of one (1) year or until a successor will take office.
(Note: The first elected officers will serve one (1) year or until the first meeting in July then after elections will serve one (1) full year or until a successor takes office.)
- C. Vacancies in the office of chair or vice chair will be filled as soon as possible by the election procedure described above.

MEETINGS:

- A. Meetings of the McCracken County Property Maintenance Code Appeals Board will be held at the McCracken County Court House when the person or persons with alleged violation has requested in writing the hearing.
(Note: KRS 65.8815 (2) specifies that meetings will be held as specified in the ordinance creating the board. The rules adopted by the McCracken County Property Maintenance Code Appeals Board should reflect whatever schedule is established in the ordinance. The ordinance should ensure the McCracken County Property Maintenance Code Appeals Board has maximum flexibility to schedule it meetings as needed.)
- B. Notice of all special meetings will be given to all board members at least forty eight (48) hours in advance of the meeting.
- C. Notices of all hearings or special meetings of the McCracken County Property Maintenance Code Appeals Board will also be forwarded to McCracken County Code Enforcement Officers and other County Personnel at the same time the notices are sent to the McCracken County Property Maintenance Code Appeals Board members.

ATTENDANCE:

- A. Members will notify the chair of the McCracken County Property Maintenance Code Appeals Board and McCracken County Code Enforcement Officer if they will be unable to attend a meeting.
- B. If a member misses two (2) out of three (3) consecutive meetings without cause, the chair will notify the McCracken County Judge Executive of the absences and appropriate action may be taken to remove the member from the board.

QUORUM:

A quorum of the McCracken County Property Maintenance Code Appeals Board shall consist of three (3) members. A quorum shall be present throughout the entire meeting.

(Note: This number is for a five (5) member board)

VOTING:

All votes will be voice vote and the vote of each McCracken County Property Maintenance Code Appeals Board member will be recorded in the minutes. It will take an affirmative vote of a majority of the McCracken County Property Maintenance Code Appeals Board to take an official action.

CONFLICT OF INTEREST AND ABSTENTIONS:

Any member of the McCracken County Property Maintenance Code Appeals Board who has direct or indirect financial or personal interest in any matter to be decided by the McCracken County Property Maintenance Code Appeals Board will abstain from voting and participating on that matter. Any member who has announced a conflict with respect to any matter will not be counted for purposes of establishing a quorum during the time the McCracken County Property Maintenance Code Appeals Board takes the matter under consideration.

PROCEDURAL RULES:

Robert's Rules of Order, as amended, will govern by these rules and parliamentary procedure in McCracken County Property Maintenance Code Appeals Board meetings. The presiding officer will make all procedural rulings during meetings and hearings of the McCracken County Property Maintenance Code Appeals Board.

ORDER OF BUSINESS:

- A. The McCracken County Property Maintenance Code Appeals Board will conduct its meetings in accordance with the following orders of business. The order of business at any meeting may be varied, if there is no objection from any member of the McCracken County Property Maintenance Code Appeals Board. In the event of an objection, the order of business may be varied upon agreement of a majority of the members constituting a quorum.
1. Roll call
 2. Approval of minutes of previous meeting
 3. Consent agenda
 4. Public hearings
 - a. Unfinished hearing
 - b. New hearings
 5. Unfinished business other than hearings
 6. New business other than hearings
 7. Announcements
 8. Adjournment

INITIATION OF ACTIONS BEFORE THE BOARD:

- A. All actions before the McCracken County Property Maintenance Code Appeals Board will be initiated by the filing of a Request for a Hearing by a person who has been cited for a violation of any ordinance by the board.
- B. The McCracken County Code Enforcement Officer will assign a case number and will set the case for a hearing at the next regular meeting of the McCracken County Property Maintenance Code Appeals Board that will permit adequate notification to be made to all parties.
- C. After the case is set for a hearing, the McCracken County Code Enforcement Officer will be responsible for sending hearing notifications to the person who requested the hearing, to other necessary code enforcement personnel, to the board's legal advisor, to board members, and to any additional person(s) as directed by the chair.
- D. After the case is set for hearing, the McCracken County Code Enforcement Officer is empowered to issue subpoenas. Any McCracken County Code Official may serve subpoenas.

HEARINGS:

The following procedures will be observed in all hearings before the McCracken County Property Maintenance Code Appeals Board.

1. The McCracken County Code Enforcement Officer will read the Statement of Violation and request for Hearing.
2. The respondent will be asked if he or she wishes to contest the violation.
3. The chair will swear in all witnesses.
4. The county will present its case and respondent will present his or her case. Both sides will have an opportunity to cross-examine witnesses presented by the other party.
5. The McCracken County Property Maintenance Code Appeals Board may question any witness or call any witness as determined necessary.
6. If legal counsels are present, they will be permitted to present brief opening statements and closing arguments.
7. The McCracken County Property Maintenance Code Appeals Board may, at its discretion, at any time during the hearing, adjourn the hearing for a period not to exceed thirty (30) days to request further information for either party.
8. If a hearing is adjourned, at the time the hearing is reconvened only those board members who have been present from the beginning of the hearing may participate in the deliberations and decision-making process.
9. Upon completion of all testimony and evidence, the chair will close the hearing.
10. The McCracken County Property Maintenance Code Appeals Board may only consider that evidence which is presented at the hearing.
11. The McCracken County Property Maintenance Code Appeals Board will immediately deliberate in open, public session.
12. The McCracken County Property Maintenance Code Appeals Board will orally issue its finding of fact, conclusions of law and order, which must be approved by at least a majority of the members constituting a quorum. The order will be reduced to writing, including the date the order was issued, and will be provided to the respondent within five (5) working days after the hearing.

ENFORCEMENT:

If the McCracken County Property Maintenance Code Appeals Board has issued any order with a schedule date for compliance and remediation of the code violation, the McCracken County Code Enforcement Officer will make a follow-up inspection to determine if the violation has been corrected as ordered.

The McCracken County Code Enforcement Officer will issue an Affidavit of Compliance or Non-Compliance, which will be filed with the McCracken County Property Maintenance Code Appeals Board. A copy of the affidavit will be hand-delivered or mailed to the violator.

If the McCracken County Code Enforcement Officer issues an affidavit of Non-Compliance, the McCracken County Code Enforcement Officer or other persons designated by McCracken County to serve process will serve a Summons to McCracken County District Court upon the violator.

The McCracken County Property Maintenance Code Appeals Board will hold hearings, as necessary, to ensure the effectiveness of any order issued by the board.

MISCELLANEOUS:

These rules of procedure may be altered, in a manner not inconsistent with the McCracken County Ordinances and applicable statutes, during any meeting of the McCracken County Property Maintenance Code Appeals Board, provided that notice of the proposed changes is given to the board members at least seven (7) days in advance of the meeting.

All meetings and hearings of the McCracken County Property Maintenance Code Appeals Board will be open to the public in accordance with the requirements of KRS 65.8815(5).

All records of the McCracken County Property Maintenance Code Appeals Board will be available for public inspection in accordance with the requirements of the Kentucky Open Records Law, KRS 61.870 to 61.884

ADOPTED: _____

APPROVED: _____

ATTEST: _____

SECTION VII. Modifications

Whenever there are practical difficulties involved in carrying out the provisions of this code, the McCracken County Code Enforcement Officer, or the McCracken County Property Maintenance Code Enforcement Appeals Board, shall have the authority to grant modifications for individual cases, provided the code official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lesson health, life and safety requirements. The detail of action granting modifications shall be recorded and entered in the department files.

SECTION VIII. Appeals Board

There is hereby established and created an Appeals Board of McCracken County, hereinafter, called the McCracken County Property Maintenance Code Enforcement Appeals Board for the purpose of hearing and deciding cases where any person subject to enforcement by this chapter alleges that there is an error by the Code Enforcement Officer.

A. Membership

1. The McCracken County Property Maintenance Code Appeals Board shall consist of five (5) members who shall be appointed by the McCracken County Judge Executive, subject to the approval of the McCracken County Fiscal Court. All members shall be residents of the unincorporated area of McCracken County.
2. The terms of office for the members of the McCracken County Property Maintenance Code Appeals Board shall be for three (3) year staggered terms with the initial appointments to be made as follows: one (1) member shall be appointed for a term of one (1) year, and two (2) members shall be appointed for a term of two (2) years, after which all members shall be appointed for a term of three (3) years or until their successors are appointed or qualified. Vacancies shall be filled in the same manner as original appointments are made. Members shall serve without compensation.
3. A majority of the members of the McCracken County Property Maintenance Code Appeals Board shall constitute a quorum for all purposes. A decision reached by a quorum of the McCracken County Property Maintenance Code Appeals Board present at a properly called meeting shall constitute a decision of the entire Board.
4. No employee of McCracken County or a member of the McCracken County Fiscal Court shall be appointed to the McCracken County Property Maintenance Code Appeals Board. No member of the Board shall hear an appeal in a case in which he has a financial interest. Service on another Board appointed by the County shall not disqualify a person a membership of this Board.

B. Duties of Board

1. The board shall have the power to hear and decide appeals where it is alleged by the any person that there is error in any order, requirement, decision, determination or refusal made by the enforcement officer or other administrative official in the carrying out of this chapter, and for interpretation of this chapter.

2. Upon receipt of an appeal from an alleged violator, the McCracken County Property Maintenance Code Appeals Board shall convene a hearing to consider the appeal within fifteen (15) days of the Code Enforcement Department's receipt of the notice of appeal. All parties to the appeal shall be notified of the time and place of the hearing by letter mailed by certified mail, no later than seven (7) days prior to the date of hearing. The Board shall render a decision within five (5) working days after the hearing.
3. At the hearing, the McCracken County Property Maintenance Code Appeals Board shall hear all relevant evidence and argument.
4. The Board may affirm, repeal or modify the order or decision of the Code Enforcement Officer.
 - I. Before any decision to affirm, repeal or modify a decision of the code official, the board must make written finding which shall be included with the record of the proceedings.
 - II. The Board shall not possess the power to grant any variance or waiver from the laws of the Commonwealth of Kentucky, or the ordinances of McCracken County.
5. The McCracken County Property Maintenance Code Appeals Board is authorized to promulgate its own rules and procedures consistent with this chapter.
6. Any interested party, including McCracken County Fiscal Court, wishing to appeal the determination of the McCracken County Property Maintenance Code Appeals Board shall have the right to appeal to a court of competent jurisdiction. Such appeal shall be filed within thirty (30) days of the date of the determination of the Board.

SECTION IX. Abatement of Violations

The owner, owners, tenants, lessees and/or occupants of the property within the limits of McCracken County upon which such violation is made, and also the owner, owners and/or lessees of said property personally involved in such violation (All of are herein after referred to collectively as "owners") shall abate said violation after having been given a ten (10) day written notice from the McCracken County Code Enforcement Officer directing the abatement of said violation. The afore said ten (10) day notice period will begin on the date notice is issued.

If the owner, within ten (10) day notice period of said notice, denies the existence of the said violation on his/her property, they may request in writing to have a hearing before the McCracken County Property Maintenance Code Appeals. Absent emergency condition further enforcement and abatement will be suspended until the appeals board reached a final decision. If the violation is not abated within the allowed fifteen (15) days, the Director of Code Enforcement or his designee will be authorized to send employees or hire contractors upon said property to remedy the violation. The McCracken County Code Enforcement Officer shall bring a lien against the said property for the reasonable value of labor and materials used in remedying such violation. The affidavit of the Code Enforcement Officer shall constitute prima facie evidence of the amount of the lien and the regularity of the proceeding pursuant to this

ordinance, and shall be recorded in the office of the County Clerk of McCracken County, Kentucky. The Director of Code Enforcement or Code Enforcement Officer may also bring criminal charges before the McCracken County District Court for enforcement of penalties hereinafter described.

SECTION X. Penalty for Failure to Abate Violation

If said owner allows said Code Violation to exist or fails to abate said violation they, and each of them, upon conviction there of shall be fined not less than twenty-five dollars (\$25.00), nor more than five hundred dollars (\$500.00) for each offense or be imprisoned in the McCracken County Jail for a period not exceeding one (1) year, or be both so fined and imprisoned. A separate offense shall be deemed committed on each day or on which such violation is permitted to exist.

SECTION XI. Adoption and Rescindment

The provisions of this ordinance are severable, and if any court of competent jurisdiction thereof shall hold any section, clause, sentence, part or provision illegal, invalid or unconstitutional such decision of the court shall not affect or impair the remaining sections, clauses, sentences, part or provisions of the ordinance. It is hereby declared to be the intent of the McCracken County Fiscal Court that this ordinance would not have been adopted if such illegal, invalid or unconstitutional section, clause, sentence, part of provision had not been included herein.

SECTION XII. Adoption and Rescindment

This ordinance shall be in full force and effect from and after its adoption. This ordinance revokes McCracken County Ordinances 87-2, 88-3, 2000-3 and 2000-12.

This is the 11th day of December, 2000.

Danny Orazine
McCracken County Judge Executive

Attest:

Randy Otey
McCracken County Clerk

First Reading 10/23/2000
Advertised 12/01/2000
Second Reading and Adoption 12/11/2000
Advertised 12/16/2000

COMMONWEALTH OF KENTUCKY
MCCRACKEN COUNTY FISCAL COURT
ORDINANCE NO. 2019 - 06

**AN ORDINANCE AMENDING ORDINANCE
NO. 2000-14 BY CREATING A NEW PROVISION
PROHIBITING THE UNLAWFUL DEPOSIT AND/OR
COLLECTION OF YARD WASTE UPON PUBLIC
ROADWAYS AND BY PROVIDING FOR THE
DEFINITION OF KEY TERMS NECESSARY IN THE
IMPLEMENTATION OF THE SAME**

WHEREAS, Kentucky Revised Statutes Section 67.083(3) (a), (c), (h), (i) and (t) expressly empower fiscal courts to enact ordinances in furtherance of the following governmental functions: abatement of public nuisances; public sanitation and vector control; conservation, preservation and enhancement of natural resources including water; control of floods and the provision and regulation of streets, roads and related facilities; and

WHEREAS, it is known through common lay experience as well as scientifically generated data that the presence of certain yard wastes, specifically grass clippings, upon the surface of roadways present the following injurious risks that fiscal courts are authorized to take action by the aforementioned statutory sections to address:

- a. Grass clippings, particularly fresh or otherwise saturated with moisture, present a public safety hazard to motorcyclists and bicyclists traversing roadways by the slickness of their nature potentially causing a motorcyclist or bicyclist to lose traction and crash. Previous engineering studies have calculated that the coefficient of friction of fresh/saturated grass clippings is comparatively nearly as slick as grease.
- b. Yard wastes, including specifically grass clippings, can have deleterious affects on public drainage works by exacerbating the risk of storm drains clogging and backing up during periods of heavy rainfall creating the potential for flooding and erosion.
- c. Certain yard wastes, particularly grass clippings, leach phosphorus and nitrogen into natural watercourses, promoting the growth of algae and otherwise polluting the natural watercourses. Additionally, if grass is treated with fertilizers or pesticides, greater contamination results.

WHEREAS, a detailed review of the McCracken County Code of Ordinances did not reveal an existing provision that provides a clear and unambiguous restriction upon the placement of yard waste upon publically traversed roadways, thereby necessitating the taking of formal action by the McCracken County Fiscal Court to address and curtail the injurious risks associated with the same.

NOW THEREFORE, BE IT ORDAINED BY THE FISCAL COURT OF THE COUNTY OF MCCRACKEN, COMMONWEALTH OF KENTUCKY, AS FOLLOWS:

Section 1. Amendment of Ordinance 2000-14, Section I. "Definitions".

Section I of Ordinance No. 2000-14, entitled "Definitions" shall be amended by adding the following defined terms:

Public Nuisance – Any condition existing or action taken or the failure to take required action in relation to property, premises, or buildings, both public and private, which poses a risk to the health, safety or welfare of the public, or creates substantial annoyance, inconvenience or risk of injury to the public. It is not required that the aforementioned results of any condition existing, action taken or failure to take required action affect the whole body of the public to constitute a public nuisance. A public nuisance exists under this definition if it operates upon such members of the public as are brought into contact with the nuisance.

Public Roadway – Any and all improved roadways, whether by asphalt, concrete, tar and chip or combination of the same or any like composite, that are subject to being traversed by the public without regard to the specific individual or entity that is charged with the maintenance, repair and improvement of the same.

Yard Waste – Any and all accumulations grass, shrubbery, vines, branches, limbs, leaves, cuttings and any other naturally created materials resulting from the care or maintenance of public, private, commercial or residential real property.

The amendment reflected in this section shall be incorporated into the standalone McCracken County Property Maintenance Code Ordinance and said Ordinance shall be transmitted to American Legal Publishing for the generation of an amended Chapter 110 of the McCracken County Code of Ordinances for inclusion in the McCracken County Ordinance Compilation.

Section 2. Amendment of Ordinance 2000-14, Section II. "Duty of Maintenance of Private Property".

Section II of Ordinance No. 2000-14, entitled "Duty of Maintenance of Private Property" shall be amended as follows:

No person owning, leasing, occupying or having charge of any property shall maintain ~~of or~~ keep any code violation thereon, nor shall any such person keep or maintain such property in a manner causing any diminution in the value of the other property in the neighborhood in which such property is located that constitutes a nuisance or public nuisance.

The amendment reflected in this section shall be incorporated into the standalone McCracken County Property Maintenance Code Ordinance and said Ordinance shall be

transmitted to American Legal Publishing for the generation of an amended Chapter 110 of the McCracken County Code of Ordinances for inclusion in the McCracken County Ordinance Compilation.

Section 3. Creation of a New Provision of Ordinance 2000-14 Prohibiting Unlawful Deposit and/or Collection of Yard Waste Upon Public Roadways.

A new provision shall be hereby created in Ordinance 2000-14 prohibiting the unlawful deposit and/ collection of yard waste upon public roadways with such section being designated as Section IV of the same. Newly created Section IV shall read as follows:

SECTION IV. Unlawful Deposit and/or Collection of Yard Waste Upon Public Roadways.

It shall be unlawful for any person to cause yard waste to be deposited and/or collected upon the surface of any public roadway. It shall be further unlawful for any owner, occupant or person having control of public, private, commercial or residential real property to fail to remove yard waste deposited and/or collected upon a public roadway adjacent to such property immediately upon gaining knowledge or reason to know that such condition exists.

The amendment reflected in this section shall be incorporated into the standalone McCracken County Property Maintenance Code Ordinance and said Ordinance shall be transmitted to American Legal Publishing for the generation of an amended Chapter 110 of the McCracken County Code of Ordinances for inclusion in the McCracken County Ordinance Compilation.

Section 4. Sequential Renumbering of Existing Sections of Ordinance 2000-14.

To accommodate the designation of the newly created provision set forth in Section 3 above as Section IV in the standalone McCracken County Property Maintenance Code Ordinance, the previously designated Section IV shall be renumbered to Section V and each subsequent section shall be sequentially renumbered in numerical order.

The amendment reflected in this section shall be incorporated into the standalone McCracken County Property Maintenance Code Ordinance and said Ordinance shall be transmitted to American Legal Publishing for the generation of an amended Chapter 110 of the McCracken County Code of Ordinances for inclusion in the McCracken County Ordinance Compilation.

Section 5. Severability.

If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected.

Section 6. Compliance With Open Meetings Laws.

The McCracken County Fiscal Court hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of said legislative body and that all deliberations of the Fiscal court, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

Section 7. Conflicts.

All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

Section 8. Effective Date.

This Ordinance shall be read on two separate days, published pursuant to KRS Chapter 242, and become effective on 6-29-19.

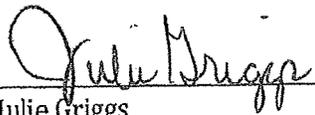
MCCRACKEN COUNTY FISCAL COURT

BY: _____

Craig Z. Clymer

McCracken County Judge Executive

ATTEST:



Julie Griggs

McCracken County Clerk

Introduced and publically read on 6-10-19.

Publically read and adopted on 6-24-19.

Recorded by County Clerk on _____.

Published by *The Paducah Sun* on 6-14-19 and 6-28-19

It is hereby Ordered that Pursuant to KRS Chapter 67, the reading of Ordinance No. 2019-06 shall be conducted in summary format as follows:

**MCCRACKEN COUNTY KENTUCKY
MCCRACKEN COUNTY FISCAL COURT
ORDINANCE NO. 2019-06**

**AN ORDINANCE AMENDING ORDINANCE
NO. 2000-14 BY CREATING A NEW PROVISION
PROHIBITING THE UNLAWFUL DEPOSIT AND/OR
COLLECTION OF YARD WASTE UPON PUBLIC
ROADWAYS AND BY PROVIDING FOR THE
DEFINITION OF KEY TERMS NECESSARY IN THE
IMPLIMENTATION OF THE SAME**

Summary: The action taken by the present Ordinance is expressly authorized by Kentucky Revised Statutes Section 67.083(3)(a),(c),(h),(i) and (t) which grant fiscal courts the power to enact ordinances in furtherance of the following governmental functions: abatement of public nuisances; public sanitation and vector control; conservation, preservation and enhancement of natural resources including water; control of floods and the provision and regulation of streets, roads and related facilities. The present ordinance prohibits the deposit and/or accumulation of yard waste upon public roadways in order to combat the public safety hazards posed by such condition upon motorcyclists and bicyclists, as well as negative impact by the same upon public drainage works and natural watercourses through the promotion of the growth of algae and introduction of pollutants.

Certification: It is hereby certified by the McCracken County Fiscal Court that the present summary represents an accurate official statement of the main points of and contents of Ordinance No. 2019-06.

Public Inspection: Ordinance No. 2019-06 shall be available for public inspection in its whole and complete form in the McCracken County Judge Executive's Office during ordinary business hours.