

5-YEAR SOLID WASTE MANAGEMENT PLAN 2023-2027

BOONE COUNTY

Florence • Union • Walton

CAMPBELL COUNTY

Alexandria • Bellevue • California • Cold Spring • Crestview • Dayton • Fort
Thomas • Highland Heights • Melbourne • Mentor • Newport • Silver Grove •
Southgate • Wilder • Woodlawn

KENTON COUNTY

Bromley • Covington • Crescent Springs • Crestview Hills • Edgewood • Elsmere •
Erlanger • Fairview • Fort Mitchell • Fort Wright • Independence • Kenton Vale •
Lakeside Park • Ludlow • Park Hills • Ryland Heights • Taylor Mill • Villa Hills

**To make comments, please contact Mike Wilson at 859-334-3629
or mike.wilson@boonecountyky.org.**

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

FOR OFFICIAL USE ONLY.
DO NOT WRITE IN THIS SPACE

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”) Northern Kentucky Solid Waste Management Area (NKSWSMA)

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

If area designation is a RSWMA, list counties: Boone, Campbell, and Kenton Counties

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

<p>1.) Boone:</p> <ul style="list-style-type: none"> Florence: 31,949 Union: 7,416 Walton: 4,199 	<p>2.) Campbell:</p> <ul style="list-style-type: none"> Alexandria: 10,341 Bellevue: 5,786 California: 82 Cold Spring: 6,481 Crestview: 518 	<p>3.) Campbell (cont.):</p> <ul style="list-style-type: none"> Dayton: 5,828 Ft. Thomas: 16,500 Highland Heights: 7,372 Melbourne: 500 Mentor: 287
<p>4.) Campbell (cont.):</p> <ul style="list-style-type: none"> Newport: 15,045 Silver Grove: 1,486 Southgate: 4,125 Wilder: 3,100 Woodlawn: 300 	<p>5.) Kenton:</p> <ul style="list-style-type: none"> Bromley: 1,158 Covington: 40,961 Crescent Springs: 4,319 Crestview Hills: 3,300 Edgewood: 8,900 Elsmere: 8,617 	<p>6.) Kenton (cont.):</p> <ul style="list-style-type: none"> Erlanger: 19,106 Fairview: 235 Ft. Mitchell: 8,702 Ft. Wright: 5,739 Independence: 29,000 Kenton Vale: 135
<p>7.) Kenton (cont.):</p> <ul style="list-style-type: none"> Lakeside Park: 2,753 Ludlow: 4,385 Park Hills: 3,000 Ryland Heights: 1,077 Taylor Mill: 6,873 Villa Hills: 7,500 		

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.) DJ Scully, Technical Advisory Committee Chair

3. List each member of the governing body:

1.) Judge Executive Gary Moore (Boone)	2.) Judge Executive Steve Pendery (Campbell)	3.) Judge Executive Kris Knochelmann (Kenton)
4.) Jesse Brewer, District 3 (Boone)	5.) Brian Painter, District 1 (Campbell)	6.) Beth Sewell, 1 st District (Kenton)

4. Address: 2950 Washington Street, PO Box 900

City: Burlington State: Kentucky Zip Code: 41005

5. Telephone: 859-334-3629 6. Fax: 859-334-3598 7. Email: mike.wilson@boonecountyky.org

C. Solid Waste Coordinator Information

1. Name of Coordinator: Mike Wilson (Boone), Allyn Reinecke (Campbell), Melissa Grandstaff (Kenton)

2. Address: 5645 Idlewild Road

City: Burlington State: Kentucky Zip Code: 41005

3. Telephone: 859-334-3629 4. Fax: 859-334-3598 5. Email: mike.wilson@boonecountyky.org

6. Work Status (check one): <input type="checkbox"/> Volunteer <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> 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.) Mike Wilson	Boone County Solid Waste
2.) Megan Clere	Boone County Solid Waste
3.) Allyn Reinecke	Campbell County Solid Waste
4.) Melissa Grandstaff	Kenton County Solid Waste
5.) DJ Scully	Campbell County Cooperative Extension
6.) Jeremy Kleier	City of Florence
7.) Sheila Fields	City of Covington
8.) Stephanie Bacher	City of Covington
9.) John Lewis	Tri State Escrap
10.) Brooke Shireman	Sanitation District No. 1
E. Preparer Information Complete this section, if the preparer is different than the solid waste coordinator.	
1. Name: N/A	
2. Address:	
City:	State:
3. Telephone:	4. Fax:
5. Email:	
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: See attached	3. Date Signed: See attached
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 (check one): <input checked="" type="checkbox"/> Mandatory <input checked="" type="checkbox"/> Universal	
Date passed: Boone: 2/5/99 Campbell: 5/21/97 Kenton: 9/95	
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.) All NKSWMA Counties have private haulers who provide waste/recycling collection services to residents. Specific cities hold contracts and franchise agreements with private haulers to provide service to their residents. Boone and Kenton Counties have transfer stations within the county for residents to utilize for a fee. Boone County has one landfill for residents to utilize for a fee or through a voucher program (Boone and Kenton).	
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:

All haulers are required to request an operating hauler permit, as well as show proof of documentation of their occupational license and liability insurance. They are required to complete a DEP 5033 each year to document how many households, industries, and businesses are serviced; what is hauled, transferred, and disposed of; and their fee schedule.

B. Collection System Strengths

Describe the strengths of your collection system:

The counties within NKSWMMA host reliable haulers that provide reasonable collection rates for residential and commercial occupants. Each hauler supplies trash cans/dumpsters for occupants with attached lids (with fee), keeping odor and pest invasion in control.

Boone and Kenton Counties offer a voucher program where residents can take one truckload or one 8-ft trailer load to Bavarian Waste Landfill (Walton, KY) for free. Certain guidelines do apply.

Kenton and Campbell Counties offer Spring and Fall Cleanups (FKA Dump Days) where residents can drop off household trash for free.

All NKSWMMA Counties offer free recycling throughout the county. Boone and Kenton Counties utilize Big Blue Bins (Boone County Recycling Center), while Campbell County utilizes Rumpke Recycling.

All NKSWMMA Counties offer appliance drop-off for recycling throughout the work week. Additionally, Boone and Kenton Public Works/Transportation Center allows the following items for recycling drop-off: used oil, oil filters, gasoline, antifreeze, ink/toner cartridges, auto batteries, and scrap metal (each county differs in what exactly they take).

For hazardous waste, NKSWMMA hosts the Household Hazardous Waste Collection Event each year.

In addition, a Resource Guide is updated bi-annually to inform residents on how to recycle and dispose of items (e.g. electronics, hazardous waste, and tires) in the Greater Cincinnati Area.

C. Collection System Weaknesses

Describe the weaknesses of your collection system:

All NKSWMMA Solid Waste Ordinances have not been updated for some time. All need to be updated to reflect the progression of the county.

The Annual Report relies solely on the response of the returned DEP 5033s. Need to confirm all haulers are completing in a timely manner and at all.

With the large number of cities between NKSWMMA Counties, we are not notified when city contracts are renewed or re-bid.

Residents, in rural areas especially, deal with illegal dumping throughout the year. The cleanups and voucher programs are anticipated to help cease illegal dumping.

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.) The collection hauler list will be updated on an annual basis through DEP 6061. Collection of DEP 5033s will be improved through ongoing communication between haulers and NKSWMMA.	Annual	Jan. 2023 Jan. 2024 Jan. 2025 Jan. 2026 Jan. 2027	Dec. 2023 Dec. 2024 Dec. 2025 Dec. 2026 Dec. 2027
2.) Boone and Kenton Counties will continue the household waste voucher program that allows residents to take one truckload/one 8-ft trailer load to Bavarian Waste Landfill for free. Boone 2021 usage: 744 vouchers used (April – December), rate of 59.62% Kenton 2021 usage: 516 used, rate of 65.23%	Annual	Jan. 2023 Jan. 2024 Jan. 2025 Jan. 2026 Jan. 2027	Dec. 2023 Dec. 2024 Dec. 2025 Dec. 2026 Dec. 2027

3.) Kenton and Campbell Counties will continue to accept household waste items at the Spring and Fall Cleanups.	Annual	Jan. 2023 Jan. 2024 Jan. 2025 Jan. 2026 Jan. 2027	Dec. 2023 Dec. 2024 Dec. 2025 Dec. 2026 Dec. 2027
4.) Educate on disposal methods through daily communication, social media, and operating events (e.g. County Fair). This includes providing information on the voucher and cleanup programs, what is accepted at the landfill/transfer stations, and why certain items should not end up in a landfill.	Daily/ Monthly	Jan. 2023 Jan. 2024 Jan. 2025 Jan. 2026 Jan. 2027	Dec. 2023 Dec. 2024 Dec. 2025 Dec. 2026 Dec. 2027
5.) Increase current 84.32% household waste participation (DEP 6061, 2021) to 100% through mandatory services in NKSWMA Counties. This will include updating ordinances on a five- to 10-year basis.	One-Time	Jan. 2023	Dec. 2026

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: Boone: 164,320 |
Campbell: 93,145 | Kenton: 171,340

Population 2033: Boone: 170,432 |
Campbell: 93,251 | Kenton: 177,216

Population 2048: Boone: 172,430 |
Campbell: 95,280 | Kenton: 200,396

Waste Generation Projection
2023 – 2027: Boone: 660,085 | Campbell:
316,137 | Kenton: 1,177,506 Tons

Waste Generation Projection
2028 – 2032: Boone: 1,490,767 | Campbell:
631,079 | Kenton: 2,411,825 Tons

Waste Generation Projection
2033 – 2037: Boone: 1,500,645 | Campbell:
634,613 | Kenton: 2,500,000 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: Bavarian Waste Landfill	Permit #:008-00004
Address: 12764 McCoys Fork Road	
City: Walton	State: Kentucky
Zip Code: 41094	
2.) Landfill Name: Rumpke Waste & Recycling (Pendleton County Landfill)	Permit #: 096-00001
Address: 1374 Bryan Griffin Road	
City: Butler	State: Kentucky
Zip Code: 41006	
3.) Landfill Name: Rumpke Waste & Recycling (Montgomery County Landfill)	Permit #: 087-00003
Address: 30 Larison Road	
City: Jeffersonville	State: Kentucky
Zip Code: 40337	

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: Belleview Sand & Gravel	Ownership: Private
Address: 5725 Belleview Road	
City: Petersburg	State: KY
Zip Code: 41080	
Cost to users: N/A	Life expectancy: Indefinite Years
Level of compliance with state and federal laws: In compliance	
1.) Facility Name: Duke Energy KY East Bend	Ownership: Private
Address: 6293 Beaver Road	
City: Union	State: KY
Zip Code: 41091	
Cost to users: N/A	Life expectancy: 2 Years (East Landfill) / 15 Years (West Landfill)
Level of compliance with state and federal laws: In compliance	

3.) Facility Name: Cincinnati Northern Kentucky International Airport		Ownership: Private	
Address: 3087 Terminal Drive			
City: Hebron		State: KY	Zip Code: 41048
Cost to users: N/A		Life expectancy: Indefinite Years (Transfers to Landfill)	
Level of compliance with state and federal laws: In compliance			
4.) Facility Name: Bavarian Trucking Co, Inc.		Ownership: Private	
Address: 12764 McCoys Fork Road			
City: Walton		State: KY	Zip Code: 41094
Cost to users: \$25/Ton		Life expectancy: 13 Years (Jan. 2023 - Dec. 2036)	
Level of compliance with state and federal laws: In compliance			
5.) Facility Name: Turfway Park		Ownership: Private	
Address: 7500 Turfway Road			
City: Florence		State: KY	Zip Code: 41042
Cost to users: N/A		Life expectancy: Indefinite Years	
Level of compliance with state and federal laws: In compliance			
6.) Facility Name: Boone County Public Works		Ownership: County	
Address: 5645 Idlewild Road			
City: Burlington		State: KY	Zip Code: 41005
Cost to users: N/A		Life expectancy: Indefinite Years	
Level of compliance with state and federal laws: In compliance			
7.) Facility Name: Daniels Sharpsmart, Inc.		Ownership: Private	
Address: 12035 Chandler Drive			
City: Walton		State: KY	Zip Code: 41094
Cost to users: N/A		Life expectancy: Indefinite Years	
Level of compliance with state and federal laws: In compliance			
8.) Facility Name: Greenway Innovations, Inc.		Ownership: Private	
Address: 7115 Industrial Road, Suite D			
City: Florence		State: KY	Zip Code: 41042
Cost to users: N/A		Life expectancy: Indefinite Years (Transfers to Landfill)	
Level of compliance with state and federal laws: In compliance			
9.) Facility Name: Best Way Disposal Property		Ownership: Private	
Address: 1505 Resources Drive			
City: Burlington		State: KY	Zip Code: 41005
Cost to users: \$40.00 (\$/Ton)		Life expectancy: Indefinite Years (Transfer Station)	
Level of compliance with state and federal laws: In compliance			
10.) Facility Name: Hillshire Brands – Claryville Plant		Ownership: Private	
Address: 1099 Bob Huber Drive			
City: Alexandria		State: KY	Zip Code: 41001
Cost to users: N/A		Life expectancy: Indefinite Years	
Level of compliance with state and federal laws: In compliance			

11.) Facility Name: Northern Kentucky Water District		Ownership: County
Address: 700 Alexandria Pike		
City: Fort Thomas	State: KY	Zip Code: 41075
Cost to users: N/A	Life expectancy: Indefinite Years (Transfer Station)	
Level of compliance with state and federal laws: In compliance		
12.) Facility Name: Hoff Family, LLC		Ownership: Private
Address: 285 Military Parkway		
City: Fort Thomas	State: KY	Zip Code: 41075
Cost to users: \$9.47/Ton	Life expectancy: 10 Years	
Level of compliance with state and federal laws: In compliance		
13.) Facility Name: Northern Kentucky Water District		Ownership: County
Address: 608 Grand Avenue		
City: Taylor Mill	State: KY	Zip Code: 41015
Cost to users: N/A	Life expectancy: Indefinite Years (Transfer Station)	
Level of compliance with state and federal laws: In compliance		
14.) Facility Name: City of Covington/Department of Public Improvement/Rumpke of Kentucky, Inc.		Ownership: Private
Address: 4399 Boron Drive		
City: Covington	State: KY	Zip Code: 41015
Cost to users: \$70/Ton (\$45/Ton for Covington residents)	Life expectancy: Indefinite Years (Transfer Station)	
Level of compliance with state and federal laws: In compliance		
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: Bavarian Waste Landfill (Boone)	Permit #: 008-00004	
Total capacity authorized to date: 11,138,678.25 Tons		
Amount disposed in landfill to date: 9,255,893 Tons		
Remaining authorized capacity: 1,882,785.25 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 all NKSWMA Counties, in the event of a major natural disaster, a Debris Management Plan is in place. The Public Works Department has equipment and manpower to assist with road clearing. The Plan includes pre-planned staging areas and local haulers are ready to assist as needed.		

7. Describe plans to research alternative approaches to solid waste management:

Currently, all NKSWMAs are working to increase backyard composting as a food, yard, and paper waste diversion from the landfill. One option is to host a composting facility in the NKY area, similar to Franklin County Solid Waste. This could allow tons of waste to be diverted from the landfill, but also give back nutritious compost to the residents of NKY.

The Boone County Recycling Center is working to increase the number of commodities accepted. Boone County (and potentially Kenton County, as they use the Big Blue Bins in partnership) will begin accepting packing Styrofoam for recycling. This will increase landfill lifespan, as Styrofoam is around 90% air.

B. Disposal Practices Strengths.

Describe the strengths of your existing disposal practices:

Boone and Kenton Counties both have voucher programs in place for residents to utilize. This program started in 2020 and is becoming more known and used.

Kenton and Campbell Counties host Spring and Fall Cleanup events each year for residents. This and the voucher program (Kenton) give residents the freedom to dispose their waste as needed and deter illegal dumping.

Bavarian Waste in Boone County participates in waste-to-energy that produces energy for around 3,000 homes in the area. This is the largest in Kentucky.

C. Disposal Practices Weaknesses.

Describe the weaknesses of your existing disposal practices:

All NKSWMAs deal with illegal dumping, especially in the rural parts. Littering commonly occurs in more-trafficked areas. Thousands of dollars go towards picking up trash that should have been properly disposed of each year.

Residents are discouraged to pay for recycling if not already included in City contracts with waste disposal companies. The additional \$4.40 (AVG) per month - \$52.80 (AVG) total each year – is unattractive to some residents.

A lot of local solutions for proper disposal (e.g. hazardous waste) include traveling to Cincinnati, OH, and to pay a fee. Lots of residents prefer to stay in the local area.

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.) Update the Resource Guide on a six-month basis. This guide is used for the surrounding areas for proper disposal of various items (e.g. tires, electronics, hazardous waste).	Bi-Annual	Jan. 2023 Jan. 2024 Jan. 2025 Jan. 2026 Jan. 2027	Dec. 2023 Dec. 2024 Dec. 2025 Dec. 2026 Dec. 2027
2.) Utilize the Recycling and Composting Grants to provide additional services to residents to decrease recyclable and compostable items in the landfill.	Annual	Jan. 2023 Jan. 2024 Jan. 2025 Jan. 2026 Jan. 2027	Dec. 2023 Dec. 2024 Dec. 2025 Dec. 2026 Dec. 2027
3.) Educate on disposal methods through daily communication, social media, and operating events (e.g. County Fair). This includes providing information on the voucher and cleanup programs, what is accepted at the landfill/transfer stations, and why certain items should not end up in a landfill.	Daily/ Monthly	Jan. 2023 Jan. 2024 Jan. 2025 Jan. 2026 Jan. 2027	Dec. 2023 Dec. 2024 Dec. 2025 Dec. 2026 Dec. 2027

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:

All haulers are required to request an operating hauler permit, as well as show proof of documentation of their occupational license and liability insurance. They are required to complete a DEP 5033 each year to document how many households, industries, and businesses are serviced; what is hauled, transferred, and disposed of; and their fee schedule.

3. Do you have a plan to reduce the need for landfill disposal of yard waste? Yes No

If yes, describe:

All NKSWMA Counties participate in recycling natural Christmas trees. Some cities collect yard waste. Additionally, we work to educate residents to compost in their backyard with food waste, yard waste, and paper debris.

Boone: Boone County has a woodchipper to turn trees into mulch that is given out to residents for free. We are also utilizing the Composting Grant to give out compost bins to residents for free.

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:

Boone: Florence, County

Kenton: Bromley, Covington, Crescent Springs, Crestview Hills, Edgewood, Erlanger, Fort Wright, Independence, Lakeside Park, Ludlow, Park Hills, County

Campbell: Dayton, Fort Thomas, Silver Grove, Southgate, Wilder, County

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:

Currently, there are no composting operations in the NKSWMA Counties. All Counties encourage backyard composting. To increase awareness and encouragement on composting, detailed educational booklets will be created. Boone County is utilizing the compost grant to increase participation. Campbell County is working with their Extension Office and Conservation District to give out free compost bins to residents.

7. Describe your plan to reduce the need for landfill disposal through recycling, reuse, and waste reduction (include drop off centers, curbside collection, interlocal agreements for regional alliances, etc.):

Boone and Kenton Counties partner in the Big Blue Bin program. This program includes drop-off areas around the counties and collects plastic bottles/jugs, glass bottles/jars, metal cans, mixed paper, and cardboard. Soon to start Styrofoam. All commodities are processed and baled at the Boone County Recycling Center.

Campbell County contracts Rumpke to place recycling bins in several drop-off areas around the county.

The Cincinnati Recycling and Reuse Hub opened April 2021. They accept hard-to-recycle items. Partnerships are expected to develop over the next five years to increase recycling efforts in the Greater Cincinnati Region.

8. If recycling is deemed not feasible, provide specific details supporting that decision:

N/A

9. Describe how used motor oil, batteries, and antifreeze are handled in your SWMA:

Boone: Used oil, gasoline, and lead-acid batteries are accepted at the Public Works Office. The used oil and gasoline are used to heat the Recycling Center and Public Works garages. Antifreeze must go to Environmental Enterprises for a fee or at the Household Hazardous Waste Collection Event for free.

Campbell: Refers to local businesses and the Household Hazardous Waste Collection Event.

Kenton: Accepts oil, antifreeze, gasoline, and lead-acid batteries at the Public Works Office. Clean oil used for heating Fleet building. All dirty oil and antifreeze is picked up and properly disposed by Valicor Environmental Services. Lead-acid batteries are sent to Cohen Recycling in Walton for proper disposal. The Household Hazardous Waste Collection Event also offers as a resource to county residents.

10. Describe how household hazardous waste is handled in your SWMA:

NKSWMA hosts the Household Hazardous Waste Collection Event every year. This is grant-funded through the state, available for a one-day event for Boone, Campbell, and Kenton County residents. Around 3,000 cars go through this event each year to dispose of the following items: aerosol cans, antifreeze, batteries, corrosives/flammables, electronics, ink/toner cartridges, light bulbs, oils/fluids, paint, pesticides, tank/cylinders, TVs, and similar items.

Throughout the year, residents are advised to take their hazardous items to local vendors for proper disposal.

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

11a. If yes, describe your electronics/computer (e-scrap) recycling program:

Electronics are recycled once a year at the Household Hazardous Waste Collection Event.

In addition, Campbell and Kenton Counties recycle electronics during their Spring and Fall Cleanup events.

The Cities of Covington (Kenton) and Newport (Campbell) host an E-Waste Event for residents once a year.

11b. If no, discuss any plans your governing body has to start an electronics/computer (e-scrap) recycling program:

N/A

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

12a. If yes, what businesses or agencies recycle office paper?

Office paper is collected at each drop-off recycling location in the Counties, at local participating schools, and Solid Waste Offices. Government entities utilize shred services to recycle office paper.

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:

Boone: Boone County provides the option to recycle cardboard and paper for free for local schools. Schools, including North Pointe Elementary, New Haven Elementary, Ignite Institute, and Goodridge Elementary are collecting paper for shredding (option for on-site with mobile paper shredder and off-site at the Recycling Center). We are actively encouraging local schools to participate in these programs.

Campbell: Campbell County directs schools to local recycling bins.

Kenton: Kenton County Schools utilize Rumpke or Best Way Recycling Services. Pre-Pandemic Days (2020), Kenton County provided cardboard and paper bins to local county schools. Moving forward 2022-2023, the goal is to place paper/cardboard bins back into schools by request of the school.

B. Recycling Program Strengths

Describe the strengths of your existing recycling program:

Boone: Boone County has successfully continued to recycle, despite the COVID-19 pandemic. In 2021, the Boone County Recycling Center processed and baled 981.25 tons of plastic, glass, metal, paper, and cardboard (including Kenton County's bins). Due to lack of employees, all co-mingled bins (plastic, glass, and metal) had to be taken to Rumpke for processing – 483.67 tons were taken to Rumpke in 2021 (continuing as of 2022). There is a cardboard cart recycling program with local businesses – including Ace Hardware, Biggby Coffee, and Papa John's – that is picked up weekly.

Education and awareness have increased on what is accepted in the bins and where trash and other recyclable items can go. Master Recycler, a hands-on course that connects residents in the Greater Cincinnati Area to local experts in the recycling field, is going into its fourth year (34 people total have gone through the course so far).

Campbell: There are six different locations throughout the County for recycling, mainly targeted for locations that do not have the option for curbside recycling.

Kenton: Curbside recycling is offered to majority of Kenton County residents. Big Blue Bins are located throughout Kenton County (County Administration Building, Independence Courthouse, County Public Works, two libraries, two parks) for those without curbside access.

Several cities within the SWMA offer curbside recycling services to each household.

C. Recycling Program Weaknesses

Describe the weaknesses of your existing recycling program:

Boone: Due to the COVID-19 pandemic and shortage of jailers, the inmate workcamp program has been ceased in Boone County. Through the program, the Boone County Recycling Center received assistance from 10-15 inmates to collect, sort, process, and bale materials. Without the inmates, the amount of current manpower is not enough to run the sorting line. The plastic, glass, metal, and paper commodities are being dropped off at Rumpke Recycling in Ohio weekly. This is costing a lot of overtime pay and time. The lack of inmates also decreases the amount of public drop-off sites that can be managed.

Additionally, nonrecyclable items are intentionally and unintentionally being dumped or disposed of in the Big Blue Bins, regardless of the text and visual signage on each bin and continued educational efforts.

The Recycling Center is almost at max capacity in its current building. Expansion is needed to keep up with commodities.

Campbell: It is difficult to enforce ordinances due to lack of monitoring, therefore the bins often get polluted with illegal dumps.

Kenton: Same situation as Boone County; the lack of Boone County inmates has decrease service production for both counties. Kenton County is now directed to take all comingles and paper to other facilities, instead of the Boone County Recycle Center. There are several bins located throughout the community – just less locations. The plastic, glass, metal, and paper commodities are transported to Rumpke Recycling in Ohio weekly. This is costing extra time, fuel, and labor cost. Cardboard is still delivered to the Boone County Recycling Center.

Certain unincorporated (rural) areas in the NKSWMMA Counties do not have access to curbside recycling services.

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.) Expand on recycling operations with the Recycling Grant each year.	Annual	Jan. 2023 Jan. 2024 Jan. 2025 Jan. 2026 Jan. 2027	Dec. 2023 Dec. 2024 Dec. 2025 Dec. 2026 Dec. 2027
2.) Increase commodities for recycling (e.g. Styrofoam, electronics) through additions of machines, buildings, events, and drop-offs. This will require partnership with local businesses, organizations, and non-profits.	Annual	Jan. 2023 Jan. 2024 Jan. 2025 Jan. 2026 Jan. 2027	Dec. 2023 Dec. 2024 Dec. 2025 Dec. 2026 Dec. 2027
3.) Utilize the Composting Grant each year to encourage additional residents to participate in backyard composting.	Annual	Jan. 2023 Jan. 2024 Jan. 2025 Jan. 2026 Jan. 2027	Dec. 2023 Dec. 2024 Dec. 2025 Dec. 2026 Dec. 2027
4.) Continue to encourage Boone County businesses to participate in the free cardboard recycling program.	Monthly	Jan. 2023 Jan. 2024 Jan. 2025 Jan. 2026 Jan. 2027	Dec. 2023 Dec. 2024 Dec. 2025 Dec. 2026 Dec. 2027
5.) Expand educational efforts within schools, organizations, and the like to minimize the recycling challenge.	Monthly	Jan. 2023 Jan. 2024 Jan. 2025 Jan. 2026 Jan. 2027	Dec. 2023 Dec. 2024 Dec. 2025 Dec. 2026 Dec. 2027
6.) Explore curbside recycling in high-density unincorporated areas.	Annual	Jan. 2023 Jan. 2024 Jan. 2025 Jan. 2026 Jan. 2027	Dec. 2023 Dec. 2024 Dec. 2025 Dec. 2026 Dec. 2027

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.**”

All NKSWMMA Counties discourage open dumping. Open dumping or “discarded items” are prohibited and managed on a complaint-basis. This includes items on private and public properties and in the right-of-ways. Notice of violations are issues and citations may be issued.

2. What is your process for identifying and recording open dumps?

All NKSWMMA Counties are complaint-driven, so a resident must first report the open dump to us.

Kenton County: When a report has been made, the county SWC will inspect and identify and GPS coordinates. Open dumps are characterized, evaluated for size and content and photographed. If a person’s address (mail and personal documents) is found in the dump matter, then LEO will be contacted, and a report will be made and possible citation. Process of cleanup will begin (work order, equipment, and county crew).

3. How does the SWMA prioritize the cleanup of open dumps?

All NKSWMMA Counties with such a small amount of informed dumps, they are managed as they are reported.

4. Describe the procedures to prevent the recurrence of open dumping at sites that have been cleaned (include surveillance efforts, pull-off barricades, etc.):

All NKSWMMA Counties use trail cameras (if able) to monitor areas that have repeat dumping occurrences. ‘No Dumping’ road signs are placed when needed. Some pull-off areas will have a concrete barricade to prevent future dumping. Local officials will be notified of dumpsites in repeated areas.

5. Describe any assistance your SWMA offers to private property owners to clean open dumps:

NKSWMMA can apply for Open Dump Grants to provide assistance with cleanup efforts.

All NKSWMMA Counties provide manual assistance (if able) and resources as needed.

6. Describe your plan to control and clean up litter:

Boone: Several programs exist to help alleviate litter in Boone County, including Trash for Cash, Seize the Street, River Sweep, and Community Cleanups. Trash for Cash is a program that works with non-profit groups to donate \$100 per mile for each roadside (both sides) cleaned (funded by the Litter Abatement Grant). Seize the Street is a program that partners with local organizations and businesses on adopting county roads for three or more cleanups throughout the year. River Sweep operates alongside the Ohio River and its tributaries several times each year, partnered with the Ohio River Valley Water Sanitation Commission. Community Cleanups are for anyone and everyone who want to participate in a roadside or waterway cleanup.

Additionally, Solid Waste, Public Works Road Crews, and the Jail Workcamp Crew will clean roadsides and in the right-of-ways throughout the year, especially when reported by a resident.

Road signs are put up around the county to increase awareness of littering and its effects. Partnerships with the Traffic Safety Committee help by eliminating parking access in heavily-littered areas (that were heavily littered due to prior parking access).

Campbell: The Campbell County Detention Center Work Release Program goes out twice per week to clean up roadside litter (through Adopt-A-Highway).

There is a Trash for Cash program in place that donates \$1,000 per mile for each roadside (both sides) cleaned (funded by the Litter Abatement Grant and Campbell General Funds).

Partners with Campbell County Extension for River Sweep once per year.

Kenton: Kenton County utilizes the Kenton County Detention Center Work Release Program. The crew goes out five days per week to clean up roadside litter and small dumping sites. The Trash for Cash program is in place for non-profit community groups to pick up litter and earn \$100 per mile (both sides). The county provides the supplies needed for the cleanups.

In collaboration with the Kenton County Parks and Public Works, we organize annual cleanups at Doe Run Lake and smaller group community cleanups. ‘Litter-Free’ messages and posts, promoted on social media, county website, newsletters, etc. on a constant scheduled routine. Several cities with the county host city community cleanups within the county. The ‘Keep Covington Beautiful’ group does several annual community and beautification events throughout the year in Covington.

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.**”

Boone: The Litterbug Spotter Program connects with local law enforcement to retrieve mailing addresses attached to reported license plates. Solid Waste sends a letter explaining the effects of litter in the community.

Unfortunately, warnings and citations from local law enforcement for littering items such as cigarette butts and fast-food containers are not as active as needed.

Campbell: Campbell County Code Enforcement (housed within Planning and Zoning Department) is the office charged with enforcing the County Blight Ordinance O-10-97. Persons interested in submitting a complaint or inquiry can do so through an online form or by emailing blight@campbellcountky.gov.

Kenton: The litter crime must be witnessed by a LEO to be cited and charged a fine. Unfortunately, warnings and citations from local law enforcement for littering items such as cigarette butts and fast-food containers are not as active as needed.

B. Open Dump Prevention Strengths

Describe the strengths of your program to clean and prevent open dumps:

Low prices for waste disposal services in the Northern Kentucky area help with illegal dump prevention.

NKSWMA can also apply for Open Dump Grants to assist with the cleanup efforts.

Boone: Residents know where to call to report illegal dumps. Residents can utilize the voucher program to take one truckload/8-ft trailer load to Bavarian Waste Landfill for free once per month. City of Florence can issue Uniform Citations to private property owners.

Campbell: Spring and Fall Clean-Up Events assist with the prevention of open dumping. These events accept general trash/debris, furniture, yard waste, tires, appliances, scrap metal, and electronics.

Kenton: Offering community events (Spring/Fall Cleanups) for residents to drop off their unwanted items twice a year, with the monthly voucher program throughout the year, has slowed down dumping issues. Having a transfer station within the county, as well, and access to Bavarian Landfill makes it more convenient for county residents to get rid of the bulk items.

C. Open Dump Prevention Weaknesses

Describe the weaknesses of your program to clean and prevent open dumps:

Boone: Illegal dumpsites must be visible from the roadside or neighboring property by a Solid Waste Code Enforcement Officer. Tenants often leave landlords with unwanted trash when vacated – this trash ends up piling up in common areas and right-of-ways. Solid Waste Code Enforcement Officers are able to send Notice of Violations, but when a citation needs to be issued, the process is cumbersome.

Campbell: There are no landfills or transfer stations located within Campbell County, so residents may be discouraged from properly disposing of items due to requirement of traveling to a neighboring county.

Kenton: Solid Waste Coordinators do not have citation powers. Once PDS gets involved, the Kenton County Public Works issues a work order for the dumpsite to be cleaned. Cleanup costs are added to the property owners’ fines and liens on property are attached until dues are paid in full. This process could take months to years.

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.) Review and update the ordinances reflecting open dumps.	One-Time	Jan. 2023	Dec. 2026
2.) Educate on disposal methods through daily communication, social media, and operating events (e.g. County Fair). This includes providing information on the voucher and cleanup programs, what is accepted at the landfill/transfer stations, and why certain items should not end up in a landfill or on private property via open dump.	Daily/Monthly	Jan. 2023 Jan. 2024 Jan. 2025 Jan. 2026 Jan. 2027	Dec. 2023 Dec. 2024 Dec. 2025 Dec. 2026 Dec. 2027

3.) Place trail cameras and signage in areas to monitor dumping sites as necessary.	As Needed	Jan. 2023 Jan. 2024 Jan. 2025 Jan. 2026 Jan. 2027	Dec. 2023 Dec. 2024 Dec. 2025 Dec. 2026 Dec. 2027
---	-----------	---	---

E. Litter Prevention Strengths

Describe the strengths of your program to control and clean up litter:

Boone: Controlling and cleaning up litter is a top priority. There is an increase in the amount of Trash for Cash, Seize the Street, River Sweep, and Community Cleanups completed each year. Each year, we host a Quit the Littering Calendar Contest for grades K-5. We are working to instill a sense of community pride in Boone County and encourage them to make their own differences in their local communities (e.g. hosting their own Community Cleanup). In 2021, over 31,000 pounds of trash was collected from the roadsides and waterways – that number is expected to grow each year until litter is no longer a visible issue.

Campbell: There are 30 active groups participating in the Trash for Cash Program annually. The Detention Center’s Work Release Program also has consistent days each week they complete roadside litter clean-up (two days/week). In 2021, our litter clean-up efforts resulted in over 900 bags of trash collected.

Kenton: Education in the schools/community and litter cleanup programs that are offered to maintain a litter-free environment is essential to all forms of life. Allowing the community to participate helps build pride in residents and beautification of their surroundings by keeping their community clean and litter-free.

F. Litter Prevention Weaknesses

Describe the weaknesses of your program to control and clean up litter:

Boone: The lack of manpower holds Boone County back. With an increased number of employees, more cleanups can occur throughout the year. We heavily rely on other groups to keep it going. Local law enforcement officers do not cite litterbugs as actively as needed.

Campbell: Lack of employees designated to litter clean-up, lack of law enforcement citations, relying heavily on volunteer groups to conduct clean-ups through the Trash for Cash Program.

Kenton: Lack of enforcement to cite people littering on the roadways is a weakness. Businesses not taking responsibility for their property is also an issue. Trash Haulers need to be more aware of what is flying out of their trucks.

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.) Receive the Litter Abatement Grant each year to fund Trash for Cash groups, employee time, and consistent amount of supplies needed for success.	Annual	Jan. 2023 Jan. 2024 Jan. 2025 Jan. 2026 Jan. 2027	Dec. 2023 Dec. 2024 Dec. 2025 Dec. 2026 Dec. 2027
2.) Start a Cleanup Committee to focus specifically on cleaning up Northern Kentucky. Partners will include Ohio River Valley Water Sanitation Commission, Conservation Districts, Northern Kentucky residents, and more.	One-Time	Jan. 2023	Dec. 2023
3.) Educate on disposal methods through daily communication, social media, and operating events (e.g. County Fair). This includes providing information on the voucher and cleanup programs, what is accepted at the landfill/transfer stations, and why certain items should not end up in a landfill or on roadsides and waterways.	Daily/ Monthly	Jan. 2023 Jan. 2024 Jan. 2025 Jan. 2026 Jan. 2027	Dec. 2023 Dec. 2024 Dec. 2025 Dec. 2026 Dec. 2027
4.) Continue to utilize the county jail crews for litter cleanups	Weekly	Jan. 2023 Jan. 2024 Jan. 2025 Jan. 2026 Jan. 2027	Dec. 2023 Dec. 2024 Dec. 2025 Dec. 2026 Dec. 2027

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."*

Boone and Kenton Counties address siting within the solid waste ordinances. The solid waste management facility must register with the County, obtain an emergency permit, comply with environmental performance standards, be subject to inspections, and obtain local determination pursuant to KRS 224.40-315.

Campbell County has a siting ordinance that states "Solid Waste shall be deposited at a processing facility or disposal area approved by the County and complying with all requirements of KRS 224.830, 224.835, 224.855, and the rules and regulations adopted thereunder."

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."

Boone and Kenton Counties address siting within the solid waste ordinances. The solid waste management facility must register with the County, obtain an emergency permit, comply with environmental performance standards, be subject to inspections, and obtain local determination pursuant to KRS 224.40-315.

Campbell County has a siting ordinance that states "Solid Waste shall be deposited at a processing facility or disposal area approved by the County and complying with all requirements of KRS 224.830, 224.835, 224.855, and the rules and regulations adopted thereunder."

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?

N/A

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?

All NKSWMAs host public hearings whenever there is a proposed Planning & Zoning change. Additionally, whenever a large construction site is proposed, there is a public hearing.

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.

Boone and Kenton: Solid Waste is under Public Works, which includes the County Engineer. When approving Solid Waste permits, we are included in the review process.

Campbell: The region has a history of working together including for the management of solid waste. The solid waste coordinator reports to the Assistant County Administrator and is supported by the Public Works and Planning & Zoning Departments. When approving Solid Waste permits, these departments and their engineers are included in the review process.

B. Facility Siting Strengths

Describe the strengths of your existing siting ordinance:

All NKSWMAs have ordinances in place with guidelines for solid waste management facility siting. Additionally, all NKSWMAs have zoning in place.

C. Facility Siting Weaknesses

Describe the weaknesses of your existing siting ordinance:

Zoning is controlled by different agencies in various jurisdictions. CD/D and non-registered Permit-by-Rule sites need to be addressed within the zoning regulations.

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.) County will work with their respective Planning & Zoning Commissions to address siting regulations as necessary.	As Needed	Jan. 2023 Jan. 2024 Jan. 2025 Jan. 2026 Jan. 2027	Dec. 2023 Dec. 2024 Dec. 2025 Dec. 2026 Dec. 2027
2.) County ordinances should be reviewed to strengthen permit and local approval to be granted to operate a facility within county borders to transport, collect, store, process, manage, or dispose of any solid waste materials as defined in KRS 224.01.010.	Every Five Years	Jan. 2023	Dec. 2027

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."**

Boone: Storage containers for every dwelling unit of every institutional, commercial, business, industrial, and agricultural establishment must provide adequate containers for their waste. These containers must always be in neat and sanitary conditions. Penalties include a citation of \$25.

- Boone County Ordinances 50.001 – 50.999

Campbell: Campbell County does not have mandatory trash collection, resulting in zero penalties for non-participation.

Kenton: Kenton County has mandatory collection ordinance. When a violation has occurred, the property owner is required to show proof of paid, updated garbage hauler bill. Typically, that corrects the issue. Enforcement of this ordinance is primarily complaint driven. Enforcement procedures mirror the procedures for illegal dump enforcement: inspection, letter to resident, follow-up, compliance complete.

- Kenton County Ordinances 50.001 – 50.999

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."**

Boone: The Litterbug Spotter Program is active throughout the county. Residents or anyone passing through can report a litterbug online. Trail cameras are used for monitor frequently dumped areas. When able and appropriate, warning letters are sent to the anticipated dumper.

Campbell: Campbell County passed an amendment to our litter ordinance in 2020 to prevent the littering and dumping at public drop-off recycling program locations.

Failure to place recyclables inside bins or placing items not approved as recyclables into or around containers is a violation of the Campbell County Code of Ordinances Chapter 93 and is considered to be a Class A misdemeanor, punishable by up to one year in jail; a \$500 fine; and/or costs. (O-13-20).

Kenton: Enforcement of this ordinance is primarily complaint driven. All complaints of blighted properties and dumps are reported to Solid Waste and to Kenton County's PDS for violation of codes and ordinances. PDS has the power to write violation letters and take property owners to court. Some residential areas have their own private 'Neighborhood Watch' signs. Surveillance cameras are not used by the County.

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

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

The Cities of Florence and Covington both have an administrative court. The City of Florence became effective April 30th, 2002, while Covington became effective in 2003.

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."**

The Cities of Florence and Covington both utilize a Code Enforcement Board.

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 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:

The Solid Waste Ordinances will be reviewed and, if deemed necessary, will be updated during the next five years.

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:

Boone: A Notice of Violation is sent to the mailing address, if found. A citation may be issued if necessary.

Campbell: When litter is found at a public drop-off recycling location and staff is able to identify the person responsible through a shipping label, for example, a warning letter is mailed from the solid waste coordinator.

Kenton: County PDS and LEO will be notified. A Notice of Violation letter is sent to the mailing address and possible a citation may be issued if deemed necessary.

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:

Boone and Kenton: Residents are informed of ordinances and encouraged to report as needed.

Campbell: N/A – Campbell County does not have mandatory trash collection.

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:

Boone and Kenton: We do not have the authority to write Uniform Citations. Local officials are reluctant to issue citations for violating ordinances.

Campbell: Campbell County does not have mandatory trash collection, which is a weakness.

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.) County ordinances should be reviewed to streamline enforcement processes.	Every Five Years	Jan. 2023	Dec. 2027
2.) Discuss with County Administration about implementing a Code Enforcement Board.	Every Five Years	Jan. 2023	Dec. 2027

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): State Grants

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 **FOR BOONE, CAMPBELL, AND KENTON COUNTIES ONLY – NOT INCLUDING CITIES WITHIN**				
	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)					
Municipal Garbage Collection (city and/or county)					
Franchise fee					
Permit fee					
Transfer station					
Convenience center					
109 or other tax					
Proceeds from sale of recyclables	Boone: \$160,000 Campbell: \$7,000 Kenton: \$7,750	Boone: \$170,000 Campbell: \$7,500 Kenton: \$8,525	Boone: \$190,000 Campbell: \$8,000 Kenton: \$9,375	Boone: \$200,000 Campbell: \$8,500 Kenton: \$10,325	Boone: \$220,000 Campbell: \$9,000 Kenton: \$11,350
Landfill user fees	Boone: \$284,000	Boone: \$290,000	Boone: \$295,000	Boone: \$301,000	Boone: \$307,000
Host agreement	Boone: \$35,000	Boone: \$35,000	Boone: \$35,000	Boone: \$35,000	Boone: \$35,000
General revenue	Boone: \$190,000 Kenton: \$195,250	Boone: \$194,000 Kenton: \$195,500	Boone: \$198,000 Kenton: \$195,500	Boone: \$201,000 Kenton: \$196,000	Boone: \$205,000 Kenton: \$196,500
Eastern Kentucky PRIDE					
Grants, Conservation Service					
Grants, State Illegal Dump					
Grants, State Litter Abatement	Boone: \$124,000 Campbell: \$60,000 Kenton: \$53,000	Boone: \$124,000 Campbell: \$60,000 Kenton: \$53,000	Boone: \$130,000 Campbell: \$70,000 Kenton: \$60,000	Boone: \$130,000 Campbell: \$70,000 Kenton: \$60,000	Boone: \$140,000 Campbell: \$80,000 Kenton: \$65,000
Grants, State Crumb Rubber					
Grants, State HHW Collection	\$130,000	\$135,000	\$140,000	\$145,000	\$150,000
Grants, State Waste Tire	Boone: \$4,000 Campbell: \$4,000 Kenton: \$4,000	Boone: \$4,000 Campbell: \$4,000 Kenton: \$4,000	Boone: \$4,000 Campbell: \$4,000 Kenton: \$4,000	Boone: \$4,000 Campbell: \$4,000 Kenton: \$4,000	Boone: \$4,000 Campbell: \$4,000 Kenton: \$4,000
Grants, State Recycling	\$160,000	\$165,000	\$170,000	\$175,000	\$180,000
Other (specify): Grants, State Composting	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
TOTAL AMOUNT ANTICIPATED	\$1,422,000	\$1,453,525	\$1,516,875	\$1,547,825	\$1,614,850

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

Type of Expenditures:	Anticipated Expenditures/Budget **FOR BOONE, CAMPBELL, AND KENTON COUNTIES ONLY – NOT INCLUDING CITIES WITHIN**				
	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year
Capital Expenditures					
Personnel	Boone: \$380,681 Campbell: \$57,000 Kenton: \$178,850	Boone: \$392,101 Campbell: \$58,710 Kenton: \$186,000	Boone: \$403,864 Campbell: \$60,471 Kenton: \$193,444	Boone: \$415,980 Campbell: \$62,285 Kenton: \$201,182	Boone: \$428,460 Campbell: \$64,154 Kenton: \$209,229
Collection					
Disposal	Boone: \$5,000 Campbell: \$100,000 Kenton: \$70,000	Boone: \$5,000 Campbell: \$100,000 Kenton: \$75,000	Boone: \$5,000 Campbell: \$110,000 Kenton: \$75,000	Boone: \$5,000 Campbell: \$110,000 Kenton: \$80,000	Boone: \$5,000 Campbell: \$120,000 Kenton: \$80,000
Enforcement					
Open Dump Cleanups					
Litter Cleanups	Boone: \$124,000 Campbell: \$60,000 Kenton: \$53,000	Boone: \$124,000 Campbell: \$60,000 Kenton: \$53,000	Boone: \$130,000 Campbell: \$70,000 Kenton: \$60,000	Boone: \$130,000 Campbell: \$70,000 Kenton: \$60,000	Boone: \$140,000 Campbell: \$80,000 Kenton: \$65,000
Education Activities	Boone: \$1,000 Campbell: \$1,000 Kenton: \$1,500	Boone: \$1,000 Campbell: \$1,000 Kenton: \$1,500	Boone: \$1,500 Campbell: \$1,000 Kenton: \$2,000	Boone: \$2,000 Campbell: \$1,000 Kenton: \$2,500	Boone: \$2,000 Campbell: \$1,000 Kenton: \$3,000
Recycling Costs/Expenses	Boone: \$10,250 Campbell: \$55,000 Kenton: \$2,500	Boone: \$10,250 Campbell: \$55,000 Kenton: \$2,500	Boone: \$10,250 Campbell: \$60,000 Kenton: \$3,000	Boone: \$10,250 Campbell: \$60,000 Kenton: \$3,000	Boone: \$10,250 Campbell: \$65,000 Kenton: \$3,000
Other (specify): Campbell and Kenton Counties' Host Agreement fees	Campbell: \$17,500 Kenton: \$17,500	Campbell: \$17,500 Kenton: \$17,500	Campbell: \$17,500 Kenton: \$17,500	Campbell: \$17,500 Kenton: \$17,500	Campbell: \$17,500 Kenton: \$17,500
Other (specify): State Recycling	\$160,000	\$165,000	\$170,000	\$175,000	\$180,000
Other (specify): State HHW Collection	\$130,000	\$135,000	\$140,000	\$145,000	\$150,000
Other (specify): State Composting	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
Other (specify): State Waste Tire	Boone: \$4,000 Campbell: \$4,000 Kenton: \$4,000	Boone: \$4,000 Campbell: \$4,000 Kenton: \$4,000	Boone: \$4,000 Campbell: \$4,000 Kenton: \$4,000	Boone: \$4,000 Campbell: \$4,000 Kenton: \$4,000	Boone: \$4,000 Campbell: \$4,000 Kenton: \$4,000
Other (specify): State Litter Abatement	Boone: \$124,000 Campbell: \$60,000 Kenton: \$53,000	Boone: \$124,000 Campbell: \$60,000 Kenton: \$53,000	Boone: \$130,000 Campbell: \$70,000 Kenton: \$60,000	Boone: \$130,000 Campbell: \$70,000 Kenton: \$60,000	Boone: \$140,000 Campbell: \$80,000 Kenton: \$65,000
Other (specify): Voucher Program	Boone: \$30,000 Kenton: \$20,000	Boone: \$30,000 Kenton: \$20,000	Boone: \$30,000 Kenton: \$20,000	Boone: \$30,000 Kenton: \$20,000	Boone: \$30,000 Kenton: \$20,000
Other (specify): Waste Tires (outside of grant)	Boone: \$6,000 Kenton: \$2,000	Boone: \$6,000 Kenton: \$2,000	Boone: \$6,000 Kenton: \$2,500	Boone: \$6,000 Kenton: \$2,500	Boone: \$6,000 Kenton: \$2,500
TOTAL COSTS ANTICIPATED	\$1,735,781	\$1,771,061	\$1,864,529	\$1,902,197	\$2,000,093

Chapter 1

Attachments

- **Ordinance/Resolution Adopting 5-Year Solid Waste Management Plan**
 - **Dated Public Notice/Affidavit**
 - **Area Designation**

Resolution Of The Boone County Fiscal Court

Resolution No. 2022 - 242

A RESOLUTION RELATING TO THE BOONE COUNTY FISCAL COURT ADOPTING THE NORTHERN KENTUCKY SOLID WASTE MANAGEMENT PLAN 2023-2027 UPDATE.

WHEREAS, the Northern Kentucky Solid Waste Management Area includes the Counties of Boone, Campbell, and Kenton and is governed by the Northern Kentucky Solid Waste Management Area Governing Body, consisting of members of the three Fiscal Courts operating under an Interlocal Agreement; and

WHEREAS, the Northern Kentucky 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.

WHEREAS, a Public Comment period on the Northern Kentucky Solid Waste Management Plan 2023-2027 Update was conducted in the three Counties.

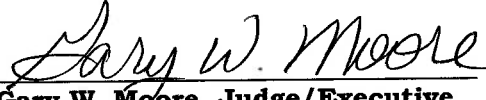
NOW, THEREFORE, BE IT RESOLVED BY THE FISCAL COURT OF COUNTY OF BOONE, COMMONWEALTH OF KENTUCKY:

SECTION I

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

SECTION II

That this Resolution is hereby approved and adopted in Open Session of the Boone County Fiscal Court this 25th day of October, 2022.


**Gary W. Moore, Judge/Executive
Boone County Fiscal Court**

Attest:


**Shona Schulkers,
Fiscal Court Clerk**

**CITY OF FLORENCE, KENTUCKY
RESOLUTION R-3-22**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLORENCE, KENTUCKY ADOPTING THE BOONE COUNTY AREA SOLID WASTE MANAGEMENT PLAN 2023-2027 UPDATE

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

WHEREAS, the Boone 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 Boone County Solid Waste Management Plan 2023-2027 Update was conducted in the County.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, KENTUCKY, COUNTY OF BOONE, COMMONWEALTH OF KENTUCKY THAT:

SECTION I

The City of Florence hereby adopts the Boone County Solid Waste Management Plan 2023-2027 Update and supports its Action Plan, Implementation Plan and associated activities.

PASSED AND APPROVED THIS 11th DAY OF OCTOBER, 2022.

APPROVED:



DIANE E. WHALEN, MAYOR

ATTEST:



MELISSA KRAMER, CITY CLERK

**CAMPBELL COUNTY FISCAL COURT
CAMPBELL COUNTY, KENTUCKY**

RESOLUTION R-78-22

**A RESOLUTION OF THE CAMPBELL COUNTY FISCAL COURT ADOPTING
THE NORTHERN KENTUCKY SOLID WASTE MANAGEMENT PLAN 2023-
2027 UPDATE**

WHEREAS, the Northern Kentucky Solid Waste Management Area includes the Counties of Boone, Campbell, and Kenton and is governed by the Northern Kentucky Solid Waste Management Area Governing Body, consisting of members of the three Fiscal Courts operating under an Interlocal Agreement; and

WHEREAS, the Northern Kentucky 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 Northern Kentucky Solid Waste Management Plan 2023-2027 Update was conducted in the three Counties.

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

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

Approved and adopted at a regular meeting of the Campbell County Fiscal Court on the 5th day of October 2022.



STEVE PENDERLY
Judge/Executive

ATTEST:



Paula K. Spicer, Fiscal Court Clerk

**KENTON COUNTY FISCAL COURT
KENTON COUNTY, KENTUCKY**

RESOLUTION N O . 22-22

**A RESOLUTION OF THE KENTON COUNTY FISCAL COURT,
ADOPTING THE NORTHERN KENTUCKY SOLID WASTE MANAGEMENT
PLAN 2023-2027 UPDATE**

WHEREAS, the Northern Kentucky Solid Waste Management Area includes the Counties of Boone, Campbell, and Kenton and is governed by the Northern Kentucky Solid Waste Management Area Governing Body, Consisting of the three Fiscal Courts operating under an Interlocal Agreement; and

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

WHEREAS, a Public Comment period on the Northern Kentucky Solid Waste Management Plan 2023-2027 Update was conducted in the three Counties.

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

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

Approved and adopted at a regular meeting of the Kenton County Fiscal Court, on the 8th of November 2022.

Signed:



Kris Knochelmann
Kenton County Judge/Executive

Attest:



Fiscal Court Clerk

COMMISSIONERS' RESOLUTION NO. R-03-22

A RESOLUTION AFFIRMING CONTINUATION OF A REGIONAL DESIGNATION STATUS FOR THE NORTHERN KENTUCKY SOLID WASTE MANAGEMENT PLAN 2023-2027, AND AUTHORIZING THE MAYOR TO EXECUTE AN UPDATE OF AREA DESIGNATION FORM.

* * * *

WHEREAS, the City of Covington desires to actively participate in the Northern Kentucky Solid Waste Management Area which includes the counties of Boone, Campbell, and Kenton and is governed by the Northern Kentucky Solid Waste Management Area Governing Body, consisting of members of the three fiscal courts operating under an Interlocal Agreement; and

WHEREAS, the City of Covington realizes that development of a solid waste management plan is prerequisite to updating designation as a solid waste management area; and

WHEREAS, the City of Covington finds it is in its best interest to participate in the development of a solid waste management plan with the Northern Kentucky Solid Waste Management Area.

NOW THEREFORE,

BE IT ORDERED BY THE BOARD OF COMMISSIONERS OF THE CITY OF COVINGTON, KENTON COUNTY, KENTUCKY:

Section 1

That the update for area designation is hereby approved by the Board of Commissioners of the City of Covington, Kentucky, and the Mayor is authorized to execute an update of area designation form on behalf of the City of Covington.

Section 2

That this order shall take effect and be in full force when passed and recorded according to law.


MAYOR

ATTEST:


ACTING CITY CLERK

Passed: October 25th, 2022

Winton Woods

Continued from Page 1A

have been a combination of in-person and virtual learning.

But Dedrick is a self-proclaimed "hands-on learner," so she said she hopes her last virtual days are behind her.

No more than five students wore masks in any of the Winton Woods classrooms that The Enquirer visited on Monday. Masks are not required in any Cincinnati area public schools, though some local doctors recommend them.

Dedrick is one of 4,132 students enrolled at Winton Woods City Schools this year. With that many students walking around the district's north, south and early childhood campuses, it could be easy for some kids to fly under the radar.

But from day one, Winton Woods teachers put an emphasis on community and building relationships with each and every pupil.

'It's much easier to teach students that you know'

Melissa Albers didn't distribute syllabi to her 10th grade American studies students on the first day of school this year. She said she won't do that on the second day, either, or on the third day of class. Instead, Albers kicked off her 26th year teaching at her alma mater with a series of get-to-know-you games, alongside her co-teacher Andrew Lock.

The teachers first had their 50 students line up alphabetically by last name. Albers took attendance while Lock, who is in his 12th year teaching, went down the line in his first attempt to memorize each student's name, teasing lightly as he noticed the younger siblings of his former students along the way.

Then Lock announced the students had to rearrange themselves into birth date order, then group by shirt colors and finally sort into artists, athletes and musicians before setting off into a rock-paper-scissors tournament.

Tamara Ragland, district director of teaching and learning for grades 7-12, observed from the back of the classroom.

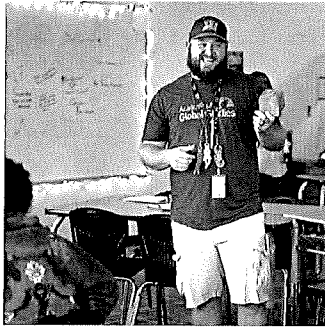
"They're all getting to know each other through these activities," she said. "It's much easier to teach students that you know."

Down the hall, co-teachers Josh Amstutz and Brad Cimlinowaslewski took on a similar approach with their junior and senior students in a combined precalculus and physics class. The experimental block class is in its sixth year, Amstutz said. Enrollment jumped from 19 to 95 students in that time, so this year there are two sections of the class.

Amstutz and Cimlinowaslewski had student groups write fun facts on sheets of paper, ball them up and toss them into the center of the room. The class then tried to match their classmates to the anonymous fun facts, which ranged from "I play baseball" to "I speak three languages" to "I swallowed a coin when I was little."

The teachers introduced themselves, too.

Cimlinowaslewski said he's been teaching



Brad Cimlinowaslewski, or "Coach C" as everyone calls him, talks to students about the math puzzle he challenged them with on the first day of classes at Winton Woods North Campus on Monday. The combined precalculus and physics class for juniors and seniors is taught by Josh Amstutz and Cimlinowaslewski. LIZ DUFOUR/THE ENQUIRER

for a decade and has two children.

Amstutz said he and his wife welcomed twin baby girls this summer and he is now a father to five daughters. He explained he'll be taking some time off this fall to spend time with his family.

At the front of the classroom, a leftover activity on the twinkle light-trimmed whiteboard read: "What makes a safe classroom?" Previous students had written their answers:

- "People who look like me."
- "Teachers that listen."
- "No shooters."
- "Being able to be yourself."

Elementary students remember how to read and write

The bolsterous hallways and bulky backpacks of Winton Woods' North Campus in Forest Park were swapped for silent, single-file lines and cartoon-clad lunch boxes at the district's South Campus in Greenhills for grades 1-6.

But the basic first-day principle of getting to know one another was consistent. In Sarah Wiehe and Meghan Bauknecht's combined third grade classroom of 56 students, Wiehe led an afternoon read-aloud with the book "A Letter From Your Teacher on the First Day of School" by Shannon Olsen. Then students wrote their own letters to their new teachers, complete with original drawings.

One student drew himself on the Princeton Vikings football field.

Another student made a drawing of himself in space, standing on Saturn's rings.

A student who finished drawing early struggled to remember how to write a capital "G" at the start of his first name.

Quentin Jenkins, who said his favorite subject is math, drew himself playing a video game on his couch at home. He said he was having a good first day of school.

"The teachers are nice and they didn't scream at us," he said.

Bauknecht has been teaching at Winton Woods for 18 years, she said, and this is her second year in a co-taught third-grade class with Wiehe. It's nice, she said, because while Wiehe teaches up front Bauknecht can run around assisting students with questions, or vice versa.

"I love it," Bauknecht said. "This is my favorite way to teach."

In Kristen Welckert's more traditionally-sized classroom of 21 second-

graders, the first day of school was all about familiarizing students with different areas of the room and telling students about themselves.

A kid-sized mirror in the center of the room was bordered with affirmations like, "I am strong," "I am capable" and "I am loved." Fresh crayon boxes and crisp nametags lay on the desks.

Welckert shared a PowerPoint presentation of photos with her immediate family, with cousins and with her boyfriend. She also included childhood photos from when she was in second grade and missing her front teeth.

Her students giggled at her baby pictures and gasped when she told them she thinks she will get engaged to her boyfriend sometime soon.

Paris Cooper sat up front, as close to the board as possible, and volunteered to read the sentences on each slide. She sounded out the more difficult words like "picture" and "watermelon," and her classmates gave her a round of applause.

Welckert told her students she always loved coming to school, but she knows sometimes it can make children nervous. That's OK, she told them.

One of the last photos in her slideshow showed her at a former student's football game. She told her new students to please tell her when their dance competitions, basketball matches, football games and other events are scheduled for.

"I'll come," she said. "I'll cheer you on."

While her students worked quietly on an "All About Me" flipbook, she smiled.

"This is a great group," Welckert said. "I can already tell."



The Homestead
at St. Charles Community offers Licensed Personal Care with an emphasis on wellness, dignity, comfort, and security.

Suites immediately available!



Celebrating Life. Embracing Seniors. (C)

(859) 331-3224

www.stcharlescommunity.org

PUBLIC NOTICE

For Solid Waste Management Plan Update 2023-2027

The Boone, Campbell, and Kenton County Fiscal Courts / NKSWMA (Northern Kentucky Solid Waste Management Area) 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 NKSWMA – Boone, Campbell, and Kenton Counties (including the City of Florence and Covington) – for the years 2023-2027.

The proposed plan is available for public inspection beginning **August 25th, 2022**, at the following locations during their normal business hours:

Boone County's Public Works Department, 5645 Idelwild Rd, Burlington KY 41005

City of Florence Public Services, 8100 Ewing Blvd, #100 Florence, KY 41042

Campbell County's Fiscal Court Office, 1098 Monmouth St, Newport, KY, 41071

Kenton County's Public Works Office, 420 Independence Station Rd, Independence, KY 41051

City of Covington, Solid Waste Office, 20 West Pike St, Covington, KY 41011

Additional information about this plan is available from **Mike Wilson, Boone County Solid Waste Coordinator (859) 334-3629**. Anyone unable to review the plan at the above locations may call and request that a copy be mailed to them.

Any person wishing to comment on the plan may do so by providing comments no later than **close of business on the 30th day of the public notice**, to the Boone County Fiscal Court at 2950 Washington St, Burlington, KY 41005. 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 25th day of September.

A public hearing is scheduled on **September 26th, 2022, 10:00 A.M.** to receive public comments on the plan. The hearing will be held at the Boone County Courthouse. However, if no request for a public hearing has been received by **September 23rd, 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 27th, 2022**, fiscal court meeting. The plan, if approved, will then be submitted to the Kentucky Energy and Environment Cabinet for review and approval.

CE-09033109-01



ZTrak™ 2920M Zero-Turn Mower
\$139/MO.
Payment based on 4.9% for 72 months.



5065E and 5075E Utility Tractors
0% FOR 60 MO.
PLUS
\$5000 OFF



3025E Compact Tractor
\$229/MO.
0% For 84 mos.*
Save \$250 on any qualifying implements

CURBSIDE SERVICE • AFTER-HOURS PICKUP • LOADING ASSISTANCE • ONLINE SHOPPING • NEW LIVE CHAT ON WEBSITE



Visit WrightImp.com to find your nearest Wright Implement location or purchase online.

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. **Boone County**
 - a. Cities: *Florence**, Union, Walton
2. **Campbell County**
 - a. Cities: Alexandria, Bellevue, California, Cold Spring, Crestview, Dayton, Fort Thomas, Highland Heights, Melbourne, Mentor, Newport, Silver Grove, Southgate, Wilder, Woodlawn
3. **Kenton County**
 - a. Bromley, *Covington**, Crescent Springs, Crestview Hills, Edgewood, Elsmere, Erlanger, Fairview, Fort Mitchell, Fort Wright, Independence, Kentonvale, Lakeside Park, Ludlow, Park Hills, Ryland Heights, Taylor Mill, Villa Hills

* - Listed on the area designation form as a second-class city that is a part of the Northern Kentucky Solid Waste Management Area.

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, by-laws, 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 the plan preparation?

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

Contact person responsible for plan preparation:

Name: Mike Wilson
 Title: Solid Waste Coordinator – Boone County
 Address: 5645 Idlewild Road, Burlington, KY 41005
 Telephone: 859-334-3629
 Email: mike.wilson@boonecountyky.org

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

	SIGNATURE(S)	DATE(S)	COUNTY/CITY
1	<i>Gary W. Moore</i>	10/26/22	Boone County
2	<i>Dean & Graham</i>	11/1/22	Florence*
3	<i>Steve Melroy</i>	11/10/22	Campbell County
4	<i>Keith Kunkel</i>	11/10/22	Kenton County
5	<i>Joseph U. Meyer</i>	11/10/2022	Covington*

Chapter 2

Attachments

- **County Solid Waste Ordinances**
- **City Solid Waste Ordinances**
- **City Franchise Agreements**
 - **Permits for Haulers**

County Solid Waste Ordinances

CHAPTER 50: SOLID WASTE

Section

General Provisions

- 50.001 Definitions
- 50.002 Rules and regulations

Solid Waste Storage

- 50.010 Storage containers required
- 50.011 Manner of storage
- 50.012 Standards for residential and commercial storage containers
- 50.013 Prohibited items
- 50.014 Air-tight containers
- 50.015 Infectious waste

Collection of Solid Waste

- 50.025 County responsibility defined
- 50.026 Non-compulsory collection
- 50.027 Collection points
- 50.028 Authority for collectors to enter private property
- 50.029 Collector's responsibility defined

Transportation and Disposal of Solid Waste

- 50.040 Collection vehicle standards
- 50.041 Disposal in approved sites
- 50.042 Hazardous waste disposal
- 50.043 Prohibited practices

Permits

- 50.060 Permit required
- 50.061 Insurance requirements
- 50.062 Permit application
- 50.063 Permit issuance; term; fee
- 50.064 Application denial
- 50.065 Annual fee; permit nontransferable

- 50.066 Inspections
- 50.067 Permit suspension or revocation
- 50.068 Injunctive relief
- 50.069 Permit display
- 50.070 Limits on number of permits

Service Charge

- 50.080 Fees; exemption for existing municipal contract
- 50.081 Delinquency; interest

Public Nuisances

- 50.100 Notification
- 50.101 Non-compliance; lien claim

Importing Waste

- 50.120 Definitions
- 50.121 Transporting waste
- 50.122 Transferring waste
- 50.123 Time limit
- 50.124 Receiving waste

Solid Waste Facilities

- 50.150 Definitions
- 50.151 Registration requirements
- 50.152 Emergency permits
- 50.153 Environmental performance standards
- 50.154 Site or facility inspections
- 50.155 Local determination
- 50.999 Penalty

GENERAL PROVISIONS

§ 50.001 DEFINITIONS.

For the purpose of this chapter, the following terms shall be deemed to have the meaning indicated below.

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

BULKY RUBBISH. Non-putrescible solid wastes consisting of combustible and/or non-combustible waste materials from dwelling units, commercial, industrial, institutional, or agricultural establishments

which are either too large or too heavy to be safely and conveniently loaded in solid waste transportation vehicles by solid waste collectors, with the equipment available therefore.

COLLECTION. Removal of solid waste from the designated pick-up location to the transportation vehicle.

CONTAINED LANDFILL or **SANITARY LANDFILL.** A facility for the disposal of solid waste consistent with and pursuant to criteria published under § 4004 of the Resource Conservation and Recovery Act of 1976, as amended.

COUNTY. Boone County, Kentucky.

COURT. Boone County Fiscal Court.

DEMOLITION and **CONSTRUCTION WASTE.** Waste materials from the construction or destruction of residential, industrial, or commercial structures.

DISPOSABLE SOLID WASTE CONTAINER. Disposable plastic or paper sacks with a capacity of 20 to 35 gallons specifically designed for the 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.

HAZARDOUS WASTE. Any waste or combination of wastes which is determined by the Kentucky Department for Environmental Protection Agency, United States Environmental Protection Agency, and any other local, state or federal law pertaining to hazardous waste, because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness, or pose a substantial present or potential threat to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed.

INFECTIOUS WASTE. The following categories shall be considered infectious wastes:

(1) Blood and blood products. Human blood, blood products (such as serum, plasma and other blood components) and body fluids (to which universal precautions apply).

(2) All discarded sharps. Includes needles, syringes, scalpels, and glass vials.

(3) Waste derived from animals (excluding bedding) shall be considered infectious if derived from animals affected with zoonotic diseases or purposely infected with agents infective to humans.

(4) Biomedical waste such as bandages, dressings, catheters should not be classified as infectious waste.

MULTIPLE HOUSING FACILITY. A housing facility containing more than one dwelling unit under one roof.

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

OPEN DUMP. Any solid waste facility or solid waste site which does not have a valid permit issued by the Natural Resources and Environmental Protection Cabinet, does not meet Environmental Performance Standards as defined in 401 KAR 47:030, and/or has not registered with the County Solid Waste Division.

PERMITTED RESIDENTIAL SOLID WASTE COLLECTOR. A collector of residential solid waste, permitted for the purpose by the county or its designee.

PERSON. Any individual, partnership, corporation, association, joint stock company, trust, estate, political subdivision, or organization of any kind, or their legal representative, agent or assigns.

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

SOLID WASTE. Any garbage, refuse, sludge, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material generated by and/or resulting from, but not limited to, industrial, commercial, mining (excluding coal mining waste, coal mining by-products, refuse and overburden), and agricultural operations, and from community activities, but does not include solid or dissolved material in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges. Solid Waste includes, but is not limited to:

(1) **COMMERCIAL SOLID WASTE.** Solid waste generated by and/or resulting from but not limited to the operation of any commercial, industrial, institutional or agricultural establishment.

(2) **RESIDENTIAL SOLID WASTE.** Solid waste generated by and/or resulting from but not limited to the maintenance and operation of dwelling units.

(3) Infectious waste which has been properly treated (rendered non-hazardous and non-infectious) as outlined in this chapter, the Bloodborne Pathogen Standard 1910.1030 and/or KAR 20:016, is considered solid waste and may be safely landfilled in a contained or sanitary landfill.

SOLID WASTE CONTAINER. Receptacle used by any person to store solid waste during the interval between solid waste collection.

SOLID WASTE DISPOSAL. The process of discarding or getting rid of unwanted material. In particular, the final disposition of solid waste by a person(s).

SOLID WASTE MANAGEMENT. The administration of solid waste activities: storage, collection, source separation, transportation, processing, treatment and disposal.

SOLID WASTE SITE AND/OR SOLID WASTE FACILITY. Any place where waste is stored, managed, processed, disposed, permitted to remain and/or provided to remain, but does not include an approved 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.

STORAGE. Keeping, maintaining or storing solid waste from the time of its production until the time of its collection.

TRANSPORTATION. The transporting of solid waste from the place of collection or processing to a solid waste processing facility or solid waste disposal area.

YARD WASTES. Grass clippings, leaves, tree trimmings, and the like.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

§ 50.002 RULES AND REGULATIONS.

(A) The County Solid Waste Coordinator will recommend to the County Fiscal Court who shall make, amend, revoke and enforce reasonable rules and regulations as approved by the court for the storage, collection, transportation, processing, recycling, composting and disposal of solid waste, including, but not limited to:

(1) Preparation, drainage and wrapping of waste deposited in solid waste containers.

(2) Specifications for solid waste containers, including the type, composition, equipment, size, and shape thereof.

(3) Identification of solid waste containers and of the covers thereof, and of equipment thereto appertaining, if any.

(4) Weight limitations on the combined weight of solid waste containers and the contents thereof, and weight and size limitations on bundles of solid waste too large for solid waste containers.

(5) Storage of solid waste in solid waste containers.

(6) Sanitation, maintenance and replacement of solid waste containers.

(7) Schedules of and routes for collection and transportation of solid waste.

(8) Collection points of solid waste containers.

(9) Collection, transportation, processing and disposal of solid waste.

(10) Processing facilities and fees for the use thereof.

(11) Disposal facilities and fees for the use thereof.

(12) Records of quantity and type of waste recovered at processing and/or disposal facilities.

(13) Handling of special wastes such as sludge, ashes, agriculture, construction, bulky items, tires, automobiles, oils, greases, and the like.

(14) Acceptable solid waste containers to indigent persons within the county.

(B) A copy of any and all rules and regulations promulgated under the provisions hereof shall be filed in the office of the County Judge/Executive.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

SOLID WASTE STORAGE

§ 50.010 STORAGE CONTAINERS REQUIRED.

The occupant or owner of every dwelling unit and of every institutional, commercial or business, industrial or agricultural establishment producing solid waste within the limits of the county, shall provide sufficient and adequate containers for the storage of all solid waste, to serve each dwelling unit and/or establishment, and to maintain solid waste containers at all times in good repair.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96; Am. Ord. 2020-21, passed 9-17-20) Penalty, see § 50.999

§ 50.011 MANNER OF STORAGE.

The occupant or owner of every dwelling unit and of every institutional, commercial, industrial, agricultural or business establishment shall place all solid waste to be collected in proper solid waste containers, except as otherwise provided herein, 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 not provide harborage to rodents and vermin and will not create a fire hazard.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96) Penalty, see § 50.999

§ 50.012 STANDARDS FOR RESIDENTIAL AND COMMERCIAL STORAGE CONTAINERS.

(A) Residential solid waste shall be stored in containers of not more than 35 gallon capacity unless the storage containers are supplied and approved by a permitted residential solid waste collector. 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 weight of any individual container and contents shall not exceed 75 pounds. Galvanized metal containers, or rubber, fiberglass, or plastic containers which do not become brittle in cold weather, may be used. Disposable solid waste containers with suitable frames or containers as recommended by the County Solid Waste Coordinator and having been approved by the County Fiscal Court, may also be used for storage of residential solid waste. Containers must be of a type and construction that will not allow access to the waste by dogs, cats, rodents or any other animals.

(B) Commercial solid waste shall be stored in solid waste containers as recommended by the County Solid Waste Coordinator and having been approved by the County Fiscal Court. The containers shall be waterproof, leak-proof and shall be covered at all times except when depositing waste therein or removing the contents thereof, shall be maintained as required in § 50.011 and shall meet all requirements as set forth by § 50.002.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96; Am. Ord. 2020-21, passed 9-17-20) Penalty, see § 50.999

§ 50.013 PROHIBITED ITEMS.

All types of yard waste are prohibited from being discarded as solid waste within the county. Vehicle tires, lead acid batteries and oil are also prohibited from being discarded as solid waste within the county.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96) Penalty, see § 50.999

§ 50.014 AIR-TIGHT CONTAINERS.

No person shall leave outside any dwelling or building, in a place accessible to children, any abandoned or unattended icebox, refrigerator or other receptacle that has an air-tight door without first removing the door.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96) Penalty, see § 50.999

§ 50.015 INFECTIOUS WASTE.

(A) Separation and labeling of infectious waste (which may include red bagging, universal bio-hazard symbol) must be done at the point of generation.

(B) All waste is to be managed such that the integrity of the packaging is preserved and that rapid microbial growth and putrefaction is inhibited; plastic bags should be tear-resistant, leak resistant and sturdy enough to withstand handling.

(C) All sharps must be placed in containers. Containers must be closable, rigid, impervious, leakproof, puncture resistant and labeled or color-coded.

(Ord. 09-96-01, passed 9-24-96)

COLLECTION OF SOLID WASTE

§ 50.025 COUNTY RESPONSIBILITY DEFINED.

The county shall provide for the collection of solid waste as follows:

(A) The county may at its discretion provide for the collection of all residential solid waste in the county, provided, however, that the county may provide the collection service by contracting with a person, county, or city or a combination thereof, for the entire county or portions thereof, as deem to be in the best interests of the county.

(B) The county may, at its discretion, provide commercial solid waste collection services upon specific application of the owners or persons in charge thereof. However, in the event that the application is not made or approved, it shall be the duty of the establishment to provide for collection of all solid waste produced upon any premises.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96) Penalty, see § 50.999

§ 50.026 NON-COMPULSORY COLLECTION.

Subscription to solid waste collection services as provided by the county or its contractors is not compulsory. However, the county shall assure that all residents who want services shall be provided such.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

§ 50.027 COLLECTION POINTS.

Solid waste containers as required by this chapter for the storage of other residential solid waste shall be placed at the curb, alley, or the rear of the building for collection. Any solid waste container placed at the curb or alley for collection shall be so placed not more than 12 hours before collection and all such reusable containers shall be removed from the curb or alley not more than 12 hours after collection.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96) Penalty, see § 50.999

§ 50.028 AUTHORITY FOR COLLECTORS TO ENTER PRIVATE PROPERTY.

Solid waste collectors, employed by the court or a solid waste collection agency operating under contract with the county, are hereby authorized to enter upon private property for the purpose of collecting solid waste therefrom as required by this chapter. Solid waste collectors shall not enter dwelling units or other residential buildings for the purpose of collecting residential solid waste. Commercial solid waste may be removed from within commercial establishments upon written request of the owner and approval by the court by person under contract with the court. All solid waste collections, other than bulky rubbish, shall be collected at least one time per week.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

§ 50.029 COLLECTOR'S RESPONSIBILITY DEFINED.

Solid waste collectors, employed by the county or a solid waste collection agency, operating under contract with or permitted by the county, shall be responsible for the collection of solid waste from the designated pickup location to the transportation vehicle provided the solid waste was stored in compliance with the provisions set forth in this chapter. Any 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 solid waste collector. Solid waste collectors or landfill operators shall not dispose of "limited quantity generator" waste, as defined by state statute, nor the disposal of infectious and medical waste, including but not limited to, contaminated needles and instruments, animal carcasses, and pathological, laboratory and blood wastes, unless first receiving a permit modification authorizing acceptance of such waste. Limited quantity generators may not place hazardous waste with nonhazardous solid waste in garbage cans or dumpsters, without first having arranged for a permit modification.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96) Penalty, see § 50.999

TRANSPORTATION AND DISPOSAL OF SOLID WASTE

§ 50.040 COLLECTION VEHICLE STANDARDS.

All transportation vehicles shall be maintained in a safe, clean and sanitary condition, and shall be so construed, 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 water-tight bodies and with covers which shall be an integral part of the vehicle or shall be a separate cover of suitable material with fasteners designed to secure all sides of the cover to the vehicle and shall be secured whenever the vehicle is transporting solid waste, or, as an alternative, 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.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96) Penalty, see § 50.999

§ 50.041 DISPOSAL IN APPROVED SITES.

(A) Solid wastes shall be deposited at a site, processing facility or disposal area approved by the county and complying with all requirements of KRS 224.43-010, 224.40-100, Sections (1)(2)(3), 224.40-305, 310, 315, and the rules and regulations adopted thereunder. The county may designate the processing or disposal facility to be utilized by persons operating under §§ 50.060 through 50.070 of this chapter. There shall be disposal areas in the county which shall be utilized for the disposal of all solid waste and the site shall be designated by the county.

(B) Any preexisting processing facility, disposal area of contained landfill, sanitary landfill, authorized by the Kentucky Cabinet of Natural Resources and Environmental Protection prior to the effective date of this chapter may continue to accept out of state solid waste consistent with any preexisting written contract or agreement, which the processing facility, disposal area, contained landfill or sanitary landfill had entered into with an effective date prior to the effective date of this chapter. Any new, renewal or other contracts or agreements which would allow out of state waste to enter the county for processing or disposal at an authorized processing facility, disposal area, contained landfill or sanitary landfill in the county must first be approved and authorized by the Commonwealth of Kentucky, and the county before its terms may be valid and enforceable.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

§ 50.042 HAZARDOUS WASTE DISPOSAL.

Hazardous waste under provisions will require special handling and shall be disposed of only in a manner authorized by state statutes, regulations and county ordinances.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96) Penalty, see § 50.999

§ 50.043 PROHIBITED PRACTICES.

It shall be unlawful and a violation of this chapter for any person to:

(A) Dispose of solid waste by depositing same on any premises in the county with or without the consent of the owner of the premises;

(B) Deposit solid waste in any solid waste container other than his/her own, without the written consent of the owner of such container and/or with the intent of avoiding payment of the service charge provided for solid waste collection and disposal;

(C) Burn solid waste unless an approved incinerator is provided or unless a variance has been obtained from the Kentucky Division for Air Quality has been obtained. This is not to include those practices approved by the Division for Air Quality;

(D) Own or operate an open dump;

(E) Dispose of solid waste at any facility or location which is not approved by the county and Natural Resources and Environment Protection Cabinet;

(F) Violate any section of this chapter or any other rule or regulation promulgated under this chapter.

(Ord. 09-96-01, passed 9-24-96)

PERMITS

§ 50.060 PERMIT REQUIRED.

No person shall engage in the business of collecting, transporting, processing or disposing of solid waste within the boundary limits of the county without first obtaining an annual permit from the county.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96) Penalty, see § 50.999

§ 50.061 INSURANCE REQUIREMENTS.

(A) No permit shall be issued until and unless the applicant therefore, in addition to all other requirements set forth, shall file and maintain with the court evidence of a satisfactory public liability insurance policy, covering all operations of the applicant pertaining to business and all vehicles to be operated in the conduct thereof, in the amount of not less than \$100,000 for each person injured or killed, and in the amount of not less than \$500,000 in the event of injury or death of two or more persons in any single accident, and in the amount of not less than \$50,000 for damage to property.

(B) The policy may be written to allow the first \$250 of liability for damage to property to be deductible. Should any policy be canceled, the court shall be notified of the cancellation by the insurance carrier in writing not less than 10 days prior to the effective date of the cancellation, and provisions to that effect shall be incorporated in such policy, which shall also place upon the company writing such policy the duty to give the notice.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

§ 50.062 PERMIT APPLICATION.

Each applicant for any permit shall state in the application therefore the nature of the permit desired, as to collection, transportation, or processing of solid waste or any contamination thereof; name and address of the applicant and whether a sole proprietorship, corporation, or partnership, with disclosure of the ownership interests; the number of employees and solid waste collection vehicles to be operated thereunder; schedule of fees the applicant plans to charge; the precise location or locations of solid waste processing or disposal facilities to be used; boundaries of the collection area; other information as required by the court; and State of Incorporation and/or County of Partnership registration.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

§ 50.063 PERMIT ISSUANCE; TERM; FEE.

If the application shows that the applicant will collect, transport and process solid wastes without hazard to the public health or damage to the environment, in conformity with the laws of the Commonwealth of Kentucky and this chapter, and will be in the best interest to the citizens of county, then the court may issue the permit authorized by this chapter. The court shall have the authority to limit the number of annual permits issued under this section in order to preserve the health, comfort, safety and welfare of the residents, to promote energy conservation, and to provide for collection and disposal consistent with good solid waste management practices. The permit shall be issued for a

period of one year. Each applicant shall pay a fee of \$25. If the applicant shows proof (copy) of a current, paid, occupational business license, the permit fee will be waived.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

§ 50.064 APPLICATION DENIAL.

If the application does not clearly show that the collections, transportation or processing of solid waste will create no public health hazard or be without harmful effects to the environment, or will not be in the best interest of the citizens of the county, then the application shall be denied and the applicant notified by the court. Nothing in the section shall prevent the denial of a permit should the total number of annual permits have already been issued.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

§ 50.065 ANNUAL FEE; PERMIT NONTRANSFERABLE.

The annual permit may be renewed upon payment of the fee or fees or submitting proof (copy) of a current, paid occupational business license, as designated herein if the business has not been modified, the collection vehicles meet the requirements of § 50.040 of this chapter, and the renewal is approved by the court. If modifications have been made, the applicant shall reapply for a permit as set forth in § 50.040 of this chapter, and the renewal is approved by the court. If modifications have been made, the applicant shall reapply for a permit as set forth in §§ 50.061 and 50.062. No permits authorized by this chapter shall be transferable from person to person, without prior approval of the court.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

§ 50.066 INSPECTIONS.

In order to insure compliance with the laws of the Commonwealth of Kentucky, this chapter and the rules and regulations authorized herein, the County Solid Waste Coordinator or the County Fiscal Court or its designee or any law enforcement agency is authorized to inspect all phases of solid waste management with the county. No inspection shall be made on any private property unless: pursuant to a search warrant, consent or authority of other applicable law. In all instances where inspections reveal violation of this chapter, the County Solid Waste Coordinator or the County Fiscal Court or its designee or any law enforcement agency shall issue notice for each violation stating therein the violations or violations found, the time and date and the corrective measure to be taken, together with the time in which the corrections shall be made.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

§ 50.067 PERMIT SUSPENSION OR REVOCATION.

In all cases, when the corrective measure has not been taken within the time specified, the court shall suspend or revoke the permit or permits involved in the violations, however, in those cases where an extension of time will permit correction and there is no public health hazard created by the delay, one extension of time not to exceed the original time period may be given.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

§ 50.068 INJUNCTIVE RELIEF.

In the event a permit is revoked and the person continues to operate, the court may request the action of a court of law to enjoin the acts and to enforce compliance with this chapter or any rule or regulation promulgated thereunder. In any action, the court may grant to the court prohibitory or mandatory injunctive relief as the facts may warrant.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

§ 50.069 PERMIT DISPLAY.

All motor vehicles operating under any permit required by this chapter shall display the number or numbers on each side in colors which contrast with that of the vehicle, such numbers to be clearly legible and not less than three feet high. Each permit for processing or disposal facilities shall be prominently displayed at the facility.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96) Penalty, see § 50.999

§ 50.070 LIMITS ON NUMBER OF PERMITS.

There shall be specific limits for the number of permits issued to applicants for permits authorizing collection or transportation of solid waste under the terms of this chapter. There shall be a limit of one permit outstanding at any one time authorizing the applicant or the holder of the permit to operate a landfill or any other means of disposal of solid waste. The number of permits issued in any one year shall be determined by the court, and the determination shall be made on an annual basis.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

SERVICE CHARGE

§ 50.080 FEES; EXEMPTION FOR EXISTING MUNICIPAL CONTRACT.

(A) The County Fiscal Court hereby authorizes the County Solid Waste Coordinator and/or the county or its designee impose, collect and administer assessed fees on permitted landfills and waste transporters in the county. The County Solid Waste Coordinator shall assess fees in accordance with the provisions of this chapter as herein prescribed and the fees shall be assessed on waste generated within the county.

(B) The County Fiscal Court hereby imposes and assesses fees on permitted landfills and waste transporters in or operating within the county, and authorizes the County Solid Waste Coordinator, or other county designees to collect and administer fees so imposed in accordance with the provisions of this chapter as herein prescribed and the fee shall be assessed on waste generated, transported and/or deposited in the county. The fees to be imposed by the County Fiscal Court as follows:

(1) The fee for waste generated and/or collected within the county, but deposited or disposed of outside of the county shall be \$0.50 per ton.

(2) The fee for waste generated and/or collected within county and deposited or disposed of in the county shall be \$0.50 per ton.

(3) The fee for waste generated and/or collected outside of the county and deposited or disposed of in the county shall be \$0.625 per ton.

(C) The County Fiscal Court may establish service charges or fees for each dwelling unit and each commercial establishment for solid waste collection and disposal as may be necessary to meet all costs of operation and maintaining the solid waste management system. All fees which may be imposed, including revisions thereof, shall be paid by the resident or owner of record of the property served and shall be paid to the court or its designee at times set by the court.

(D) However, if any solid waste collector or operator and/or any operator of a contained landfill or sanitary landfill operating within the county is operating under any existing municipal contract with any city or county, which does not allow an increase or pass through of any increased fees assessed to the city or county under existing municipal contract, then in that event, the solid waste collector or operator and/or operator of a contained landfill or sanitary landfill shall be exempted from the payment of the fee imposed under this section until the termination of the existing municipal contract or for a

period of two years from the effective date of this chapter, whichever time is shorter. The Solid Waste Collector or operator and/or operator of a contained landfill or sanitary landfill must supply a copy of the municipal contract to the county, under which it is claiming exemption from fees imposed herein, for the county's review and before the exemption shall become effective.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

§ 50.081 DELINQUENCY; INTEREST.

All unpaid fees shall become delinquent if payment is not received when due. Delinquent bills shall bear interest at the rate of 12% per annum until paid. The county may enforce collection of delinquent bills by bringing proper legal action against the occupant of any dwelling unit or owner of any commercial establishment to recover any sums due, plus court costs and any other costs involved in such collection action.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

PUBLIC NUISANCES

§ 50.100 NOTIFICATION.

(A) It shall be the duty of the County Solid Waste Coordinator, County Code Enforcement Officer or the County Fiscal Court or its designee or any law enforcement agency to serve or cause to be served notice upon the owner or occupant of any premises on which there is kept or maintained any nuisance in violation of this chapter, and to demand the abatement of the nuisance within five days or necessary amount of time as determined by the Solid Waste Coordinator, and/or the County Code Enforcement Officer. Notice must be in writing which shall be served upon the owner, occupant or lessee by certified United States mail or in person at their last known address on file in the County Property Valuation Administration office to which the most recent tax bill was mailed. If the owner does not reside upon the property, a copy of the notice shall be mailed to the owner by first class United States mail to the owner's last known address or may be served by any other means reasonably calculated to provide the owner with notice including posting notice on the property, advertising and filing notice in the Office of the County Clerk.

(B) The notice shall provide that owner, occupant or lessee shall remove violation and properly dispose and/or recycle items in order to remove violation. The county reserves the right to obtain receipts, weight tickets, or any other documentation and proof of proper disposal and/or recycling. Removal or proper disposal and/or recycling will be at the owner's expense.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

§ 50.101 NON-COMPLIANCE; LIEN CLAIM.

If the person so served does not abate the nuisance within five days or the designated amount of time, the county may proceed to abate the violation. The county shall have the authority to enter upon the property and remove any and all items constituting the violation. The cost to the county of removing the items shall be at the property owner's expense. The county shall bill the property owner for the costs, and the property owner shall have ten days to pay in full. The ten day period shall commence with the date of the billing. If the bill is not paid within ten days, the county may at its option place a lien on the real property with the County Clerk, for the actual costs of removal of the items.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

IMPORTING WASTE

§ 50.120 DEFINITIONS.

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

COMMERCIAL WASTE, HAZARDOUS WASTE, HOUSEHOLD WASTE, INDUSTRIAL WASTE, SOLID WASTE, and TOXIC WASTE. Shall mean the same as defined or classified in the Kentucky Revised Statutes and defined or classified by the United States Environmental Protection Agency.

(Ord. 340.11, passed 11-28-95)

§ 50.121 TRANSPORTING WASTE.

It shall be unlawful to transport or otherwise bring into the county, for the purpose of transferring, distributing, unloading, or off-loading, any waste, garbage or discarded item, whether commercial waste, hazardous waste, household waste, industrial waste, solid waste, toxic waste or other waste, unless the waste is transported into the county for the purpose of disposal, incineration, storage, reclamation, destruction or recycling at a site in the county that has been approved and permitted for said purpose by the Kentucky Cabinet of Natural Resources and Environmental Protection or other state agency or county agency, whose authorization is necessary in order to lawfully operate such a site and facility.

(Ord. 340.11, passed 11-28-95) Penalty, see § 50.999

§ 50.122 TRANSFERRING WASTE.

It shall be unlawful to transfer, off-load, unload or distribute any waste, garbage, discarded item, whether commercial waste, hazardous waste, household waste, industrial waste, solid waste, toxic waste or other waste, in the county, from any type of motor carrier, highway carrier, railroad carrier or other transportation carrier of any type, unless the waste is transferred, off-loaded or distributed for the purpose of disposal, incineration or recycling at a site in the county that has been approved and permitted for said purpose by the Kentucky Cabinet of Natural Resources and Environmental Protection or other state agency or county agency, whose authority is necessary in order to lawfully operate such a site or facility.

(Ord. 340.11, passed 11-28-95) Penalty, see § 50.999

§ 50.123 TIME LIMIT.

It shall be unlawful to transport or otherwise bring into the county any waste, garbage, discarded item, whether commercial waste, hazardous waste, household waste, industrial waste, solid waste, toxic waste or other waste, for the purpose of its disposal, incineration, storage, reclamation, destruction, recycling or other storage for any period longer than 12 hours.

(Ord. 340.11, passed 11-28-95) Penalty, see § 50.999

§ 50.124 RECEIVING WASTE.

It shall be unlawful to collect, incinerate, or recycle any waste, whether commercial waste, hazardous waste, household waste, industrial waste, solid waste, toxic waste or any other waste in the county, other than at a site that has been approved and permitted for said purpose by the Kentucky Natural Resources and Environmental Protection Cabinet or other state agency or county agency, whose authorization is necessary in order to lawfully operate such a site or facility.

(Ord. 340.11, passed 11-28-95) Penalty, see § 50.999

SOLID WASTE FACILITIES

§ 50.150 DEFINITIONS.

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

OWNER and **OPERATOR**. Shall have the meaning specified in 401 KAR 30:010 section (144) and (145).

PERSON, SOLID WASTE MANAGEMENT FACILITY, and MUNICIPAL SOLID WASTE DISPOSAL FACILITY. Shall be defined the same as defined in the Kentucky Revised Statute 224.01-010.

SOLID 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.

(Ord. 1010.15, passed 10-24-95)

§ 50.151 REGISTRATION.

(A) No person shall own, establish, construct, operate, maintain, or permit the use of a waste site(s) or facility(ies) within the boundaries of Boone County without first having registered with the county Solid Waste Division. Registration must be submitted at least ten days prior to activity.

(B) Registration shall include, but not be limited to:

- (1) A description of the management, processing or disposal activities of each waste;
- (2) The mailing address of the site or facility;
- (3) The location of the site or facility;
- (4) A description of the type of waste managed at the site or facility;
- (5) The source of generation of the waste;
- (6) An estimate of the quantity of such waste to be managed annually; and
- (7) Signature of owner or operator of site or facility.

(Ord. 1010.15, passed 10-24-95) Penalty, see § 50.999

§ 50.152 EMERGENCY PERMITS.

Registration for emergency permits shall include the same criteria as § 50.151. Registration for an emergency permit may be obtained verbally through the county Department of Emergency Management.

(Ord. 1010.15, passed 10-24-95)

§ 50.153 ENVIRONMENTAL PERFORMANCE STANDARDS.

The owner or operator and site must be in compliance with the environmental performance standards as defined in 401 KAR 47:030.

(Ord. 1010.15, passed 10-24-95) Penalty, see § 50.999

§ 50.154 SITE OR FACILITY INSPECTIONS.

Within ten days of receipt of registration, the county may perform a site inspection to insure compliance with Kentucky statutes, Kentucky Administrative Regulations, or local ordinances not in conflict with this subchapter.

(Ord. 1010.15, passed 10-24-95)

§ 50.155 LOCAL DETERMINATION.

Municipal solid waste disposal facilities must obtain local determination pursuant to KRS 224.40-315.

(Ord. 1010.15, passed 10-24-95) Penalty, see § 50.999

§ 50.999 PENALTY.

(A) (1) Any person violating any of the provisions of the following sections or any lawful rules or regulations promulgated pursuant thereto, shall be punished by a fine as per the following:

- (a) Sections 50.010 through 50.029 shall be fined \$25.
- (b) Section 50.040 shall be fined \$100.
- (c) Sections 50.060 through 50.070 shall be fined \$500.
- (d) Sections 50.041 through 50.043 shall be fined \$1,000.

(2) Each days violation thereof shall be a separate offense for the purpose of calculating the fine. In addition to the prescribed fine, the court may order the payment of any costs incurred by the county enforcing the provisions of this chapter. Violators of this chapter may be issued a citation by any lawful police officer of the county and/or any duly authorized and sworn enforcement officer authorized by the County Fiscal Court.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

(B) (1) Any person who violates any provision of §§ 50.120 through 50.124 shall be deemed guilty of a misdemeanor and fined not less than \$100, nor more than \$500, or incarcerated in the county jail for a period not to exceed one year, or both fined and imprisoned.

(2) Each day that such a violation occurs or continues to occur shall be considered a separate violation for which the violator shall be penalized under the provisions of this chapter.

(Ord. 340.11, passed 11-28-95)

(C) (1) Any person who violates any provision of §§ 50.150 through 50.155 shall be fined not less than \$100, nor more than \$500 per occurrence, or incarcerated in the county jail for a period not to exceed one year, or both; and/or be subject to the penalties outlined in KRS 224.99-010, 224.99-020, 224.99-030 and KAR 40:050.

(2) Each day that such a violation occurs or continues to occur shall be considered a separate violation for which the violator shall be penalized under the provisions of this chapter.

(Ord. 1010.15, passed 10-24-95)

TITLE V: PUBLIC WORKS

Chapter

50. SOLID WASTE

51. RESERVED

52. HAZARDOUS MATERIALS USE AND CONTROL MEASURES

53. RESERVED

54. WATER

CHAPTER 50: SOLID WASTE

Section	<i>Rules and Regulations</i>
50.001 Definitions	50.080 Rules and regulations
<i>Solid Waste Storage</i>	<i>Service Charge</i>
50.010 Storage containers required	50.085 Fees
50.011 Solid waste to be stored in a manner prescribed by ordinance	50.086 Delinquency
50.012 Standards for residential storage containers	<i>Public Nuisances</i>
50.013 Standards for commercial storage containers	50.090 Notification
50.014 Prohibited items	50.091 Noncompliance
50.015 Airtight containers	<i>Solid Waste Management Facilities; Solid Waste Siting</i>
<i>Collection of Solid Wastes</i>	
50.025 County responsibility defined	50.100 Definitions
50.026 Non-compulsory collection	50.101 Registration
50.027 Collection points	50.102 Emergency permits
50.028 Authority for collectors to enter private property	50.103 Environmental performance standards
50.029 Collector's responsibility defined	50.104 Site or facility inspections
	50.105 Local determination
<i>Transportation of Solid Waste</i>	50.999 Penalty
50.040 Collection vehicle standards	<i>Cross-reference:</i> <i>Abandoned Property, §§ 96.01 - 96.06</i>
<i>Disposal of Solid Waste</i>	
50.050 Disposal in approved sites	<i>GENERAL PROVISIONS</i>
50.051 Hazardous waste disposal	§ 50.001 DEFINITIONS.
<i>Permits</i>	
50.060 Permit requirements	For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.
50.061 Insurance requirements	
50.062 Permit application	<i>APPROVED INCINERATOR.</i> An incinerator which complies with all current regulations of the responsible local, state and federal air pollution control agencies.
50.063 Permit issuance	
50.064 Applicant denial	
50.065 Annual fee	
50.066 Inspections	
50.067 Permit suspension	
50.068 Injunctive relief	
50.069 Permit display	
50.070 Limits on number of permits	<i>BULKY RUBBISH.</i> Non-putrescible solid wastes consisting of combustible and/or non-combustible waste materials from dwelling units, commercial, industrial, institutional, or agricultural establishments which are either too large or too heavy to be safely and conveniently loaded in solid waste transportation vehicles by solid waste collectors, with the equipment available therefor.

COLLECTION. Removal of solid waste from the designated pickup location to the transportation vehicle.

CONTAINED LANDFILL or SANITARY LANDFILL. A facility for the disposal of solid waste consistent with the pursuant to criteria published under Section 4004 of the Resource Conservation and Recovery Act of 1976, as amended.

COUNTY. Campbell County, Kentucky.

COURT. Campbell County Fiscal Court.

DEMOLITION and CONSTRUCTION WASTE. Waste materials from the construction or destruction of residential, industrial or commercial structures.

DISPOSABLE SOLID WASTE CONTAINER. Disposable plastic or paper sacks with a capacity of 20 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.

HAZARDOUS WASTE. Any waste or combination of wastes which is determined by the Kentucky Department for Environmental Protection, United States Environmental Protection Agency, and any other local, state or federal law pertaining to hazardous waste, because of its quantity, concentration, or physical, chemical or infectious characteristics may cause an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness, or pose a substantial present or potential threat to human health or the environment when improperly treated, stored, transported or disposed of, or otherwise managed.

MULTIPLE HOUSING FACILITY. A housing facility containing more than one dwelling under one roof.

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

PERMITTED RESIDENTIAL SOLID WASTE COLLECTOR. A collector of residential solid waste, permitted for such purpose by the County or its designee.

PERSON. Any individual, partnership, corporation, association, joint stock company, trust, estate, political subdivision or organization of any kind, or their legal representative, agent or assigns.

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

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 waste, coal mining by-products, refuse and overburden), and agricultural operations, and from community activities, but does not include solid or dissolved material in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges.

(1) **COMMERCIAL SOLID WASTE.** Solid waste resulting from the operation of any commercial, industrial, institutional or agricultural establishment.

(2) **RESIDENTIAL SOLID WASTE.** Solid waste resulting from the maintenance and operation of dwelling units.

SOLID WASTE CONTAINER. Receptacle used by any person to store solid waste during the interval between solid waste collections.

SOLID WASTE DISPOSAL. The process of discarding or getting rid of unwanted material, in particular the final deposition of solid waste by man.

SOLID WASTE MANAGEMENT. The administration of solid waste activities: storage, collection, source separation, transportation, processing, treatment and disposal.

STORAGE. Keeping, maintaining or storing solid waste from the time of its production or until the time of its collection.

1999 S-4

TRANSPORTATION. The transporting of solid waste from the place of collection or processing to a solid waste processing facility or solid waste disposal area.

approved by a permitted residential solid waste collector. Containers shall be leakproof, waterproof, and fitted

YARD WASTES. Grass clippings, leaves, tree trimmings, and the like.
(Ord. O-15-91, passed 9-18-91)

2001 S-5 Repl.

SOLID WASTE STORAGE

§ 50.010 STORAGE CONTAINERS REQUIRED.

The occupant or owner of every dwelling unit and of every institutional, commercial or business, industrial or agricultural establishment producing solid waste within the limits of the County, shall provide sufficient and adequate containers for the storage of all solid waste except bulky rubbish and demolition and construction waste, to serve each such dwelling unit and/or establishment, and to maintain such solid waste containers at all times in good repair.
(Ord. O-15-91, passed 9-18-91) Penalty, see § 50.999

§ 50.011 SOLID WASTER TO BE STORED IN A MANNER PRESCRIBED BY ORDINANCE.

The occupant or owner of every dwelling unit of every institutional, commercial, industrial, agricultural or business establishment shall place all solid waste to be collected in proper solid waste containers, except as otherwise provided herein, 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 not provide harborage to rodents and vermin and will not create a fire hazard.
(Ord. O-15-91, passed 9-18-91) Penalty, see § 50.99

§ 50.012 STANDARDS FOR RESIDENTIAL STORAGE CONTAINERS.

Residential solid waste shall be stored in containers of not more than 35 gallon capacity unless said storage containers are supplied and

with a fly-tight lid and shall be properly covered at all times except when depositing waste therein or removing the contents thereof. The weight of any individual container and contents shall not exceed 75 pounds. Galvanized metal containers, or rubber, fiberglass, or plastic containers which do not become brittle in cold weather, may be used. Disposable solid waste containers with suitable frames or containers as recommended by the Campbell County Solid Waste Management Director and having been approved by the Campbell County Fiscal Court or respective city legislative bodies provided such containers are consistent with this chapter and in adopted solid waste management plan may also be used for storage of residential solid waste. Containers must be of a type and construction that will not allow access to the waste by dogs, cats, rodents or any other animals.

(Ord. O-15-91, passed 9-18-91) Penalty, see § 50.999

§ 50.013 STANDARDS FOR COMMERCIAL STORAGE CONTAINERS.

Commercial solid waste shall be stored in solid waste containers as recommended by the Campbell County Solid Waste Management Director and having been approved by the Campbell County Fiscal Court or respective city

4B

Campbell County - Public Works

icebox, refrigerator or other receptacle that has an airtight door without first removing the door.

(Ord. O-15-91, passed 9-18-91) Penalty, see § 50.999

COLLECTION OF SOLID WASTE

§ 50.025 COUNTY RESPONSIBILITY DEFINED.

The County shall provide for the collection of solid waste as follows:

(A) The County may at its discretion provide for the collection of all residential solid waste in the County, provided, however, that the County may provide the collection service by contracting with a person, county, or city or a combination thereof, for the entire County or portions thereof, as deem to be in the best interests of the County.

legislative bodies provided such containers are consistent with this chapter and the adopted solid waste management plan. The containers shall be waterproof, leakproof and shall be covered at all times except when depositing waste therein or removing the contents thereof; and shall meet all requirements as set forth by § 50.080.

(Ord. O-15-91, passed 9-18-91) Penalty, see § 50.999

§ 50.014 PROHIBITED ITEMS.

All types of yard wastes are discouraged from being discarded as solid waste within Campbell County. Vehicle tires and lead acid batteries are also discouraged from being discarded as solid waste within Campbell County.

(Ord. O-15-91, passed 9-18-91)

§ 50.015 AIRTIGHT CONTAINERS.

No owner or person of any building or dwelling shall leave outside any dwelling or building, in a place accessible to children, any abandoned or unattended

(B) The County may, at its discretion, provide commercial solid waste collection services upon specific application of the owners or persons in charge thereof. However, in the event that such application is not made or approved, it shall be the duty of such establishments to provide for collection of all solid waste produced upon any such premises.

(Ord. O-15-91, passed 9-18-91)

§ 50.026 NON-COMPULSORY COLLECTION.

Subscription to solid waste collection services as provided by the County or its contractors is not compulsory. However, the County shall assure that all residents who want services shall be provided such. (Ord. O-15-91, passed 9-18-91)

§ 50.027 COLLECTION POINTS.

Solid waste containers as required by this chapter for the storage of other residential solid waste shall be placed at the curb, alley, the rear of the building for collection or other locations approved or authorized by the waste hauler. Any solid waste container placed at the curb or alley for collection shall be so placed not more than 12 hours before collection and all such reusable containers shall be removed from the curb or alley 12 hours after collection.

(Ord. O-15-91, passed 9-18-91)

§ 50.028 AUTHORITY FOR COLLECTORS TO ENTER PRIVATE PROPERTY.

Solid waste collectors, employed by the Court or solid waste collection agency operating under contract with the County, are hereby authorized to enter upon private property for the purpose of collecting solid waste therefrom as required by this chapter. Solid waste collectors shall not enter dwelling units or other residential buildings for the purpose of collecting residential solid waste. Commercial solid waste may be removed from within commercial establishments upon written request of the owner and approval by the Court by persons under contract with the Court. All solid waste collections, other than bulky rubbish, shall be collected at least one time per week.

(Ord. O-15-91, passed 9-18-91) Penalty, see § 50.999

§ 50.029 COLLECTOR'S RESPONSIBILITY DEFINED.

Solid waste collectors, employed by the County or a solid waste collection agency, operating under contract with or permitted by the County, shall be responsible for the collection of solid waste from the designated pickup location to the transportation vehicle provided the solid waste was stored in compliance with the provisions set forth in this chapter. Any 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 solid waste collector. Solid waste collectors or land fill operators shall not dispose of "limited quantity generator" waste, as defined by State Statute, nor the disposal of infectious and medical waste, including but not limited to, contaminated needles and instruments, animal carcasses and pathological, laboratory and blood wastes, unless first receiving a permit modification authorizing acceptance of such waste. Limited quantity generators may not place hazardous waste with non-hazardous solid waste in garbage cans or dumpsters, without first having arranged for a permit modification.

(Ord. O-15-91, passed 9-18-91)

TRANSPORTATION OF SOLID WASTE

§ 50.040 COLLECTION VEHICLE STANDARDS.

All transportation vehicles shall be maintained in a safe, clean and sanitary condition, and shall be

so

1999 S-4 Repl.

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 of suitable material with fasteners designed to secure all sides of the cover to the vehicle and shall be secured whenever the vehicle is transporting solid waste, or, as an alternative, 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. (Ord. O-15-91, passed 9-18-91) Penalty, see § 50.999

DISPOSAL OF SOLID WASTE

§ 50.050 DISPOSAL IN APPROVED SITES.

(A) Solid wastes shall be deposited at a processing facility or disposal area approved by the County and complying with all requirements of KRS 224.40-100, 224.40-310 and 224.43-010 and the rules and regulations adopted thereunder. The County may designate the processing or disposal facility to be utilized by persons operating under §§ 50.060 through 50.070 of this chapter.

(B) Any new, renewal of other contracts or agreements which would allow out of state waste to enter Campbell County for processing or disposal at an authorized processing facility, disposal area, contained landfill or sanitary landfill in Campbell County, must first be approved and authorized by the commonwealth, and the County before its terms may be valid and enforceable. (Ord. O-15-91, passed 9-18-91) Penalty, see § 50.999

§ 50.051 HAZARDOUS WASTE DISPOSAL.

Hazardous wastes under these provisions will require special handling and shall be disposed of only in a manner authorized by state statutes, regulations and County ordinances. (Ord. o-15-91, passed 9-18-91) Penalty, see § 50.999

PERMITS

§ 50.060 PERMIT REQUIREMENTS.

No person shall engage in the business of collecting, transporting, processing or disposing of solid wastes within the boundary limits of Campbell County, without first obtaining an annual permit from the County.

(Ord. O-15-91, passed 9-18-91) Penalty, see § 50.999

§ 50.061 INSURANCE REQUIREMENTS.

(A) No such permit shall be issued until and unless the applicant therefor, in addition to all other requirements set forth, shall file and maintain with the Court evidence of a satisfactory public liability insurance policy, covering all operations of such applicant pertaining to such business and all vehicles to be operated in the conduct thereof, in the amount of not less than \$100,000 for each person injured or killed, and in the amount of not less than \$500,000 in the event of injury or death of two or more persons in any single accident, and in the amount of not less than \$50,000 for damage to property.

(B) Such policy may be written to allow the first \$250 of liability for damage to property to be deductible. Should any such policy be canceled, the Court shall be notified of such cancellation by the insurance carrier in writing not less than ten days prior to the effective date of such cancellation, and provisions to that effect shall be incorporated in such policy, which shall also place upon the company writing such policy the duty to give such notice.

(Ord. O-15-91, passed 9-18-91)

§ 50.062 PERMIT APPLICATION.

Each applicant for any such permit shall state in his application therefor:

(A) The nature of the permit desired, as to collection, transportation, or processing of solid waste or any combination thereof;

(B) Name and address of the applicant and whether a sole proprietorship, corporation, or

partnership, with disclosure of the ownership interests;

2013 S-26

(C) The number of employees and solid waste collection vehicles to be operated thereunder;

(D) Schedule of fees the applicant plans to charge;

(E) The precise location or locations of solid waste processing or disposal facilities to be used;

(F) Boundaries of the collection area;

(G) Such other information as required by the Court; and

(H) State of incorporation and/or County of partnership registration.
(Ord. O-15-91, passed 9-18-91)

§ 50.063 PERMIT ISSUANCE.

If the application shows that the applicant will collect, transport and process solid wastes without hazard to the public health or damage to the environment, in conformity with the laws of the state and this chapter, and will be in the best interest to the citizens of Campbell County, then the Court may issue the permit authorized by this chapter. The Court shall have the authority to limit the number of annual permits issued under this section in order to preserve the health, comfort, safety and welfare of the residents, to promote energy conservation, and to provide for collection and disposal consistent with good solid waste management practices. The permit shall be issued for a period of one year, and each applicant shall pay therefor a fee of \$25.

(Ord. O-15-91, passed 9-18-91)

§ 50.064 APPLICANT DENIAL.

If the application does not clearly show that the collection, transportation, or processing of solid wastes will create no public health hazard or be without harmful effects on the environment, or will not be in the best interest of the citizens of Campbell County, then the application shall be denied and the applicant notified by the Court. Nothing in this section shall prevent the denial of a permit should the total number of annual permits have already been issued.

(Ord. O-15-91, passed 9-18-91)

§ 50.065 ANNUAL FEE.

The annual permit may be reviewed upon payment of the fee or fees as designated herein if the business has not been modified, the collection vehicles meet the requirements of § 50.040, and the renewal is approved by the Court. If modifications have been made the applicant shall reapply for a permit as set forth in §§ 50.061 and 50.062. No permits authorized by this chapter shall be transferable from person to person, without prior approval of
(Ord. O-15-91, passed 9-18-91)

§ 50.066 INSPECTIONS.

In order to insure compliance with the laws of the Commonwealth, this chapter and the rules and regulations authorized herein, the Campbell County Waste Management Director or the Campbell County Fiscal Court or its designee or any law enforcement agency is authorized to inspect all phases of solid waste management within the County. No inspection shall be made on any private property unless authorized by the occupant or by due process of law. In all instances where such inspection reveals violation of this chapter, the Campbell County Waste Management Director or the Campbell County Fiscal Court or its designee or any law enforcement agency shall issue notice for each such violation stating therein the violation or violations found, the time and date and the corrective measure to be taken, together with the time in which such corrections shall be made. (Ord. O-15-91, passed 9-18-91)

§ 50.067 PERMIT SUSPENSION.

In all cases, when the corrective measures have not been taken within the time specified, the Court shall suspend or revoke the permit or permits involved in the violations, however, in those cases where an extension of time will permit correction and there is no public health hazard created by the delay, one extension of time not to exceed the original time period may be given.
(Ord. O-15-91, passed 9-18-91)

§ 50.068 INJUNCTIVE RELIEF.

In the event a permit is revoked and the

person continues to operate, the Court may request
the action

1999 S-4 Repl.

containers.

of a court of law to enjoin the acts and to enforce compliance with this chapter or any rule or regulation promulgated thereunder. In any such action, the court may grant to the County such prohibitory or mandatory injunctive relief as the facts may warrant.

(Ord. O-15-91, passed 9-18-91)

§ 50.069 PERMIT DISPLAY.

All motor vehicles operating under any permit required by this chapter shall display the number or numbers on each side in colors which contrast with that of the vehicle, such numbers to be clearly legible and not less than three inches high. Each permit for processing or disposal facilities shall be prominently displayed at the facility.

(Ord. O-15-91, passed 9-18-91) Penalty, see § 50.999

§ 50.070 LIMITS ON NUMBER OF PERMITS.

There shall be specific limits for the number of permits issued to applicants for permits authorizing collection or transportation of solid waste under the terms of this chapter. There shall be a limit of one permit outstanding at any one time authorizing the applicant or the holder of the permit to operate a land fill or any other means of disposal of solid waste. The number of permits issued in any one year shall be determined by the Court, and such determination shall be made on an annual basis.

(Ord. O-15-91, passed 9-18-91)

RULES AND REGULATIONS

§ 50.080 RULES AND REGULATIONS.

(A) The Campbell County Solid Waste Coordinator will recommend to the Campbell County Fiscal Court who shall make, amend, revoke, and enforce reasonable rules and regulations, as approved by the Court for the storage, collection, transportation, processing, recycling, composting and disposal of solid waste, including, but not limited to:

(1) Preparation, drainage and wrapping of waste deposited in solid waste

(2) Specifications for solid waste containers, including the type, composition, equipment, size and shape thereof.

(3) Identification of solid waste containers and of the covers thereof, and of equipment thereto appertaining, if any.

(4) Weight limitations on the combined weight of solid waste containers and the contents thereof, and weight and size limitations on bundles of solid waste too large for solid waste containers.

(5) Storage of solid waste in solid waste containers.

(6) Sanitation, maintenance and replacement of solid waste containers.

(7) Schedules of and routes for collection and transportation of solid waste.

(8) Collection points of solid waste containers.

(9) Collection, transportation,

processing and disposal of solid waste.

(10) Processing facilities and fees for the use thereof

(11) Disposal facilities and fees for the use thereof.

(12) Records of quantity and type of wastes recovered at processing and/or disposal facilities.

(13) Handling of special wastes such as sludge, ashes, agriculture, construction, bulky items, tires, automobiles, oils, greases, and the like.

(14) Acceptable solid waste containers to indigent persons within Campbell County.

(B) A copy of any and all rules and regulations promulgated under the provisions hereof shall be filed in the office of the County Judge/Executive.
(Ord. O-15-91, passed 9-18-91) Penalty, see § 50.999

SERVICE CHARGE**§ 50.085 FEES.**

The Campbell County Fiscal Court may establish service charges or fees for each dwelling unit and each commercial establishment for solid waste collection and disposal as may be necessary to meet all costs of operation and maintaining the solid waste management system. All such fees which may be imposed, including revisions thereof, shall be paid by the resident or owner of record of the property served and shall be paid to the Court or its designee at times set by the Court. (Ord. O-15-91, passed 9-18-91)

§ 50.086 DELINQUENCY.

All unpaid fees shall become delinquent if payment is not received when due. Delinquent bills shall bear interest at the rate of 12% per annum until paid. The County may enforce collection of delinquent bills by bringing proper legal action against. (Ord. O-15-91, passed 9-18-91)

PUBLIC NUISANCES**§ 50.090 NOTIFICATION.**

It shall be the duty of the court to serve or cause to be served upon the owner or occupant of any premises on which there is or maintained any nuisance in violation of this chapter, and to demand the abatement of the nuisance within five days. (Ord. O-15-91, passed 9-18-91)

§ 50.091 NON-COMPLIANCE.

If the person so served does not abate the nuisance within five days, the County may proceed to abate such nuisance, keeping in account of the expense of abatement, and such abatement shall be charged and paid by such owner or occupant. Whenever a bill for such charges remains unpaid for ten days after the nuisance has been abated, the County may file a statement of lien claim against the property. (Ord. O-15-91, passed 9-18-91)

**SOLID WASTE MANAGEMENT FACILITIES;
SOLID WASTE SITING****§ 50.100 DEFINITIONS.**

(A) The terms **PERSON**, **SOLID WASTE MANAGEMENT FACILITY**, and **MUNICIPAL SOLID WASTE DISPOSAL FACILITY** shall be defined for the purpose of this subchapter the same as defined in KRS §§ 224.01-010.

(B) The terms **OWNER** and **OPERATOR** shall have the same meaning specified in 401 KAR 30:010 section (144) and (145).

(C) **SOLID WASTE SITE** or **FACILITY** means 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. (Ord. O-16-95, passed 10-18-95)

§ 50.101 REGISTRATION.

No person shall own, establish, construct, operate, maintain, or permit the use of waste site or facility within the boundaries of Campbell County without first having registered with the County, Solid Waste Division. Registration must be submitted at least ten days prior to activity. Registration shall include, but not be limited to:

(A) A description of the management, processing and/or disposal activities of each waste.

(B) The mailing address of the site or facility.

(C) The location of the site or facility.

(D) A description of the type of waste managed at the site or facility.

(E) The source of generation of the waste.

(F) An estimate of the quantity of such waste to be managed annually.

(G) Signature of owner or operator of site or facility.

(Ord. O-16-95, passed 10-18-95) Penalty, see §
50.999
1999 S-4 Repl.

§ 50.102 EMERGENCY PERMITS.

Registration for emergency permits shall include the same criteria as § 50.101 divisions (A) through (F) of this subchapter. Registration for this permit may be obtained verbally through the County Department of Emergency Management. (Ord. O-16-95, passed 10-18-95)

§ 50.103 ENVIRONMENTAL PERFORMANCE STANDARDS.

The owner or operator and site must be in compliance with the environmental performance standards as defined in 401 KAR 47:030. (Ord. O-16-95, passed 10-18-95) Penalty, see § 50.999

§ 50.104 SITE OR FACILITY INSPECTIONS.

Within ten days of receipt of registration, the County may perform a site inspection to insure compliance with Kentucky statutes, Kentucky Administrative Regulations, and/or local ordinances, not in conflict with this subchapter. (Ord. O-16-95, passed 10-18-95)

§ 50.105 LOCAL DETERMINATION.

Municipal solid waste disposal facilities must obtain local determination pursuant to KRS 224.40-315.

(Ord. O-16-95, passed 10-18-95) Penalty, see § 50.999

§ 50.999 PENALTY.

(A) Any person violating any of the provisions of this chapter, or any lawful rules or regulations promulgated pursuant thereto, shall be punished by a fine as per the following: §§ 50.010 through 50.015, \$25; §§ 50.025 through 50.29, \$25; § 50.040, \$100; §§ 50.050 and 50.051, \$1,000; §§ 50.060 through 50.070, \$500, provided that each days violation thereof shall be a separate offense for the purpose of calculating said fine. Violators of this chapter shall be issued violation letters by the Campbell County Fiscal Court designed whenever violation is found to exist.

(B) Any person who violates any provision of §§ 50.100 through 50.105 shall be fined not less than \$100 nor more than \$500 per occurrence and incarcerated in the county jail for a period not to exceed one year or both. Each day that such a violation occurs or continues to occur shall be considered a separate violation for which the violator shall be penalized under the provision of this section.

(Ord. O-15-91, passed 9-18-91; Am. Ord. O-16-95, passed 10-18-95)

2001 S-5 Repl.

SOLID WASTE STORAGE

§ 50.015 STORAGE CONTAINERS REQUIRED.

The occupant or owner of every residential dwelling unit, agricultural, commercial or institutional and industrial use generating solid waste within the county shall provide sufficient and adequate containers for the storage of all solid waste except bulky rubbish and demolition and construction waste, to serve each such dwelling unit and/or establishment, and to maintain such solid waste containers at all times in good repair.

(Ord. 830.2, passed 6-13-89) Penalty, see § 50.999

§ 50.016 MANNER OF STORAGE; MAINTENANCE.

Except as herein provided, the occupant or owner of every residential dwelling unit, agricultural, commercial, institutional and industrial use shall place all 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.

(Ord. 830.2, passed 6-13-89) Penalty, see § 50.999

§ 50.017 STANDARDS FOR RESIDENTIAL STORAGE CONTAINERS.

Residential solid waste, including agricultural uses, shall be stored in disposable and/or storage containers of not less than 20 gallons nor more than 35 gallons in nominal capacity, except where portable wheel-type collection carts in an 80 to 90 gallon size are used. Storage containers shall be leakproof, 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. Storage containers shall have handles, bails, or other suitable lifting devices or features. Storage 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 container and contents shall not exceed 75 pounds, except for wheel-type collections carts. 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 by the Director.

(Ord. 830.2, passed 6-13-89) Penalty, see § 50.999

§ 50.018 BULK CONTAINERS.

All uses which generate more than a volume of two cubic yards (that is, approximately equivalent to 500 pounds or ¼ ton or 400 gallons) of solid waste per week shall be required to provide bulk containers for storage.

(Ord. 830.2, passed 6-13-89)

§ 50.019 YARD WASTES.

Tree limbs less than four inches in diameter, lumber and brush shall be securely tied in bundles not larger than 48 inches long and 18 inches in diameter when not placed in storage containers. The weight of any individual bundle shall not exceed 75 pounds. Yard wastes shall be stored in containers so constructed and maintained as to prevent the dispersal of wastes placed therein upon the premises served, upon adjacent premises, or upon adjacent public right-of-way. The weight of any individual container and contents shall not exceed 75 pounds.

(Ord. 830.2, passed 6-13-89) Penalty, see § 50.999

§ 50.020 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 to particularly children, any abandoned or unattended white goods (that is, icebox, refrigerator, or other receptacle that has an airtight door) without first removing the door.

(Ord. 830.2, passed 6-13-89) Penalty, see § 50.999

SOLID WASTE COLLECTION

§ 50.030 COLLECTION PRACTICES.

Collection practice within unincorporated areas of the county is categorized as private collection where the private sector is allowed to operate in open competition and arrangements for waste collection and disposal are left between a private contractor and/or individuals or establishments under local government authority, the County Fiscal Court.

(Ord. 830.2, passed 6-13-89)

§ 50.031 MANDATORY COLLECTION.

Collection of solid waste, including bulky waste, from all generators, including residential, agricultural, commercial, institutional and industrial is mandatory.

(Ord. 830.2, passed 6-13-89)

§ 50.032 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, and the like on private property. In general, solid waste generated by residential and agricultural uses shall be placed along the roadside or curbside fronting the subject property not more than 12 hours before collection. All reusable storage containers shall be removed from the roadside or curbside by the generator within 12 hours after collection. Residential, agricultural, commercial, institutional and industrial uses required to provide bulk storage containers shall be located on private property in areas accessible to collection vehicles.

(Ord. 830.2, passed 6-13-89)

§ 50.033 FREQUENCY OF COLLECTION.

All solid waste, other than bulky waste, shall be collected at least once weekly or 168 hours between collections. Residential, agricultural, commercial, institutional, and industrial uses, generating large quantities of solid waste, may be required to provide collection at more frequent intervals (that is, twice weekly or more) upon determination by the Director, as necessary for the protection of public health, safety, and welfare. All collections shall be made between the hours of 7:00 a.m. and 5:00 p.m., except Sundays.

(Ord. 830.2, passed 6-13-89)

§ 50.034 COLLECTOR'S RESPONSIBILITY DEFINED.

Solid waste collectors operating within the county shall be responsible for the collection of solid waste from collection points to a transportation vehicle, provided solid waste was stored in compliance with provisions set forth in this section. 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.

(Ord. 830.2, passed 6-13-89)

PROCESSING OF SOLID WASTE

§ 50.045 RESOURCE RECOVERY.

Except as provided by statute, the use of recycling, sources separation, and resource recovery or reclamation of materials for energy and other processes shall not be restricted by any person, dwelling unit, agricultural, commercial, institutional, or industrial use within the county provided storage and collection conforms to the requirements of this chapter.

(Ord. 830.2, passed 6-13-89)

TRANSPORTATION OF SOLID WASTE

§ 50.055 COLLECTION VEHICLE STANDARDS.

All vehicles used for transportation of solid waste, except bulky waste, shall be the enclosed type (that is, front, side, and/or rear loader, packer trucks) ranging in size from 16 to 40 cubic yards. All vehicles shall be maintained in a safe, clean, and sanitary condition at all times.

(Ord. 830.2, passed 6-13-89) Penalty, see § 50.999

§ 50.056 TRANSFER STATION.

Solid waste, including bulky waste, within transportation vehicles may be hauled to a transfer station within the City of Covington, subject to approval by the city and payment of a tipping fee established per contract with the operator.

(Ord. 830.2, passed 6-13-89)

DISPOSAL OF SOLID WASTE

§ 50.065 OPEN BURNING.

Open burning of solid waste, hazardous waste, and bulky waste is prohibited, except as otherwise permitted by the Director in compliance with Kentucky Administrative Regulation 401 KAR 63:005.

(Ord. 830.2, passed 6-13-89) Penalty, see § 50.999

Cross-reference:

Open burning ban, see § 92.01

§ 50.066 OPEN DUMPING.

Open dumping of solid waste, including bulky waste, on all lands (that is, roadsides, hollows, rivers, streams, lakes, and the like) by any person is prohibited by KRS 224.40-100 and this chapter.

(Ord. 830.2, passed 6-13-89) Penalty, see § 50.999

§ 50.067 DISPOSAL SITES.

All solid waste, including bulky waste, shall be disposed of within a sanitary landfill having a valid permit issued by a state natural resources and environment protection department in compliance with KRS 224.43-101, 224.40-100, and 224.40-310 and this chapter.

(Ord. 830.2, passed 6-13-89) Penalty, see § 50.999

§ 50.068 HAZARDOUS WASTES.

As defined in § 50.001 of this chapter, hazardous waste will require special handling and shall be disposed of only in a manner authorized by state and/or federal regulations.

(Ord. 830.2, passed 6-13-89) Penalty, see § 50.999

Cross-reference:

Hazardous materials, see Ch. 93

PERMITS

§ 50.080 PERMIT REQUIRED.

No person shall engage in the business of collecting, transporting, or processing of solid waste within the county without an annual permit, provided that this provision shall not be deemed to apply to employees of the holder of any such permit.

(Ord. 830.2, passed 6-13-89) Penalty, see § 50.999

§ 50.081 INSURANCE REQUIREMENTS.

(A) No such permit shall be issued until and unless the applicant therefor, in addition to all other requirements set forth, shall file and maintain with the Director evidence of a satisfactory public liability insurance policy including uninsured and underinsured motorists, covering all operations of such applicant pertaining to such business and all vehicles to be operated in the conduct thereof, in the amount of not less than \$100,000 for each person injured or killed, and in the amount of not less than \$300,000 in the event of injury or death of two or more persons in any single accident, and in the amount of not less than \$50,000 for damage to property.

(B) Such policy, may be written to allow the first \$500 of liability for damage to property to be deductible. Worker's Compensation and employee's liability insurance to cover injury or death to any of the employees or workers in an amount not less than \$100,000. Should any such policy be cancelled, the Director shall be notified of such cancellation by the insurance carrier in writing not less than ten days prior to the effective date of such cancellation, and provisions to that effect shall be incorporated in such policy, which shall also place upon the company writing such policy the duty to give such notice.

(Ord. 830.2, passed 6-13-89)

§ 50.082 PERMIT APPLICATION.

Each applicant for any permit as required in § 50.080 shall state in his application the following:

- (A) The nature of the permit desired, as to collect, process, or transport solid waste or any combination thereof;
- (B) The name and address of the applicant and whether a sole proprietorship, corporation, or partnership with disclosure of the ownership interests;
- (C) The number of employees and solid waste collection vehicles to be operated thereunder;
- (D) The rates the applicant plans to charge customers;
- (E) The location or locations of solid waste processing or disposal facilities to be used;
- (F) The service routes and boundaries of the collection area; and
- (G) Other such information as required by the Director.

(Ord. 830.2, passed 6-13-89; Am. Ord. 830.3, passed 5-28-91)

§ 50.083 PERMIT ISSUANCE.

If the application shows that the applicant will collect, transport, and process solid waste without hazard to the public health or damage to the environment and in conformity with the laws of the Commonwealth of Kentucky and this chapter, the Director may issue the permit authorized by this chapter. The permit shall be issued for a period of one year, and each applicant shall pay a fee of \$50. If modifications can be made to the application regarding service, equipment, or mode of operation, so as to bring the application within the intent of this chapter, the Director shall notify the applicant in writing setting forth the modification to be made and the time in which it shall be done.

(Ord. 830.2, passed 6-13-89)

§ 50.084 APPLICATION DENIAL.

If the applicant does not make the modifications pursuant to the notice provided for in § 50.083 of this chapter within the time limit specified therein, or if the application does not clearly show that the collection, processing, or transportation of solid waste will not create a public health hazard or be without harmful effects on the environment, the application shall be denied and the applicant notified by the Director, in writing, stating the reason for such denial. Nothing in this section shall prejudice the right of the applicant to reapply - after the rejection of his application provided that all aspects of the reapplication comply with the provisions of this chapter.

(Ord. 830.2, passed 6-13-89)

§ 50.085 ANNUAL FEE; PERMIT NONTRANSFERABLE.

The annual permit may be renewed upon payment of the fee as required herein if the business has not been modified, the collection vehicles meet the requirements of § 50.055 of this chapter, and the renewal is approved by the Director. If modifications have been made, the applicant shall reapply for a permit as set forth in §§ 50.082 and 50.083. No permits authorized by this chapter shall be transferrable from company to company, or person to person.

(Ord. 830.2, passed 6-13-89) Penalty, see § 50.999

§ 50.086 INSPECTIONS.

In order to insure compliance with the laws of the Commonwealth, this chapter, and the rules and regulations authorized herein, the Director is authorized to inspect all phases of solid waste management within the unincorporated area of the county. No inspection shall be made in any residential unit unless authorized by the occupant or by due process of law. In all instances where such inspections reveal violation of this chapter, the Director shall issue notice for each such violation stating therein the violation or violations found, the time and date and the corrective measure to be taken, together with the time in which such corrections shall be made.

(Ord. 830.2, passed 6-13-89)

§ 50.087 PERMIT SUSPENSION.

In all cases, when the corrective measures have not been taken within the time specified, the Director shall suspend or revoke the permit or permits involved in the violations. However, in those cases where an extension of time will permit correction and there is no public health hazard created by the delay, one extension of time not to exceed the original time period may be given.

(Ord. 830.2, passed 6-13-89)

§ 50.088 INJUNCTIVE RELIEF.

In the event a permit is revoked and the person continues to operate, the Director may request the action of a court of law to enjoin the acts and to enforce compliance with this chapter or any rule or regulation promulgated thereunder. In any such action, the court may grant to the county such prohibitory or mandatory injunctive relief as the facts may warrant.

(Ord. 830.2, passed 6-13-89)

§ 50.089 APPEAL PROCEDURE.

Any person who feels aggrieved by any notice of violation or order issued pursuant thereto of the Director, may within 30 days of the act for which redress is sought appeal directly to the Court of Appeals in writing, setting forth in a concise statement the act being appealed and the grounds for its reversal.

(Ord. 830.2, passed 6-13-89)

§ 50.090 PERMIT DISPLAY.

All motor vehicles operating under any permit required by this chapter shall display the number or numbers on each side in colors which contrast with that of the vehicle, such numbers to be clearly legible and not less than two inches high. Each permit for processing or disposal facilities shall be prominently displayed at the facility.

(Ord. 830.2, passed 6-13-89) Penalty, see § 50.999

§ 50.091 BONDS; ESTABLISHMENT BY FISCAL COURT.

Bonds are suggested for permits to collect and transport solid waste and to operate processing or disposal facilities. The amounts and types should be determined by the county. Types of bonds which should be considered are performance bonds, and payment bonds.

(Ord. 830.2, passed 6-13-89)

PUBLIC NUISANCES

§ 50.100 NOTIFICATION.

It shall be the duty of the Director to serve or cause to be served upon the owner or occupant of any premises on which there is kept or maintained any nuisance in violation of the provisions of this chapter and to demand the abatement of the nuisance with 30 days.

(Ord. 830.2, passed 6-13-89)

§ 50.101 NON-COMPLIANCE; LIEN CLAIM.

If the person so served does not abate the nuisance within 30 days, the county may proceed to abate such nuisance, keeping an account of the expense of the abatement, and such abatement shall be charged and paid by such owner or occupant. Whenever a bill for such charges remains unpaid for 60 days after that has been rendered, the county may file a statement of lien claim against the property.

(Ord. 830.2, passed 6-13-89)

SITING OF SOLID WASTE MANAGEMENT FACILITIES

§ 50.110 REGISTRATION.

No person shall own, establish, construct, operate, maintain, or permit the use of waste site or facility within the boundaries of Kenton County without first having registered with the County of Kenton, Solid Waste Division. Registration must be submitted at least ten days prior to activity. Registration shall include, but not be limited to:

- (A) A description of the management, processing and/or disposal activities of each waste;
- (B) The mailing address of the site or facility;
- (C) The location of the site or facility;
- (D) A description of the type of waste managed at the site or facility;
- (E) The source of generation of the waste;
- (F) An estimate of the quantity of such waste to be managed annually; and
- (G) Signature of owner or operator of site or facility.

(Ord. 95-830.4, passed 9-26-95) Penalty, see § 50.999

§ 50.111 EMERGENCY PERMITS.

Registration for emergency permits shall include the same criteria as § 50.110(A) through (F) of this chapter. Registration for this permit may be obtained verbally through the County of Kenton Department of Emergency Management.

(Ord. 95-830.4, passed 9-26-95)

§ 50.112 ENVIRONMENTAL PERFORMANCE STANDARDS.

The owner or operator and site must be in compliance with the environmental performance standards as defined in 401 KAR 47:030.

(Ord. 95-830.4, passed 9-26-95) Penalty, see § 50.999

§ 50.113 SITE OR FACILITY INSPECTIONS.

Within ten days of receipt of registration, the county may perform a site inspection to insure compliance with Kentucky Statutes, Kentucky Administrative Regulations, and/or local ordinances, not in conflict with this chapter.

(Ord. 95-830.4, passed 9-26-95)

§ 50.114 LOCAL DETERMINATION.

Municipal solid waste disposal facilities must obtain local determination pursuant to KRS 224.40-315.

(Ord. 95-830.4, passed 9-26-95) Penalty, see § 50.999

§ 50.999 PENALTY.

Any person violating any of the provisions of this chapter, or any lawful rules or regulations promulgated pursuant thereto shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than \$100 nor more than \$500 provided, that each day's violation thereof shall be a separate offense for the purpose hereof. Violators of this chapter may be issued a citation by the County Police or any duly appointed agent or agency.

(Ord. 830.2, passed 6-13-89; Am. Ord. 101.00, passed 6-13-95; Am. Ord. 95-830.4, passed 9-26-95)

City
Solid Waste
Ordinances

§ 50.15 ASSESSMENT ON RESIDENTIAL UNITS.

Effective January 1, 2021, a waste collection assessment in the amount of two hundred seven dollars and ninety-six cents (\$207.96) per year is hereby levied on each residential unit within the city, including those condos, town homes, villas or other attached residential units with garages whose owners have elected city curbside trash collection service, for the purpose of defraying the cost of waste and recycling collection and removal in the city. This assessment shall be levied and assessed annually for a period of January 1 to December 31. The waste assessment fee shall be subject to increase or decrease annually as the cost of the service changes pursuant to the city's curbside waste and recycling service contract, if the option year(s) are exercised, as follows:

Option year January 1, 2024 to December 31, 2024: \$214.20 per year; and

Option year January 1, 2025 to December 31, 2025: \$220.56 per year.

(Ord. 10-84, passed 7-12-84; Am. Ord. 15-85, passed 12-12-85; Am. Ord. 3-91, passed 1-24-91; Am. Ord. 4-95, passed 3-16-95; Am. Ord. 9-98, passed 4-16-98 ; Am. Ord. 2003-07, passed 6-19-03; Am. Ord. 2006-13, passed 6-1-06; Am. Ord. 2007-05, passed 5-3-07; Am. Ord. 2009-08, passed 7-2-09; Am. Ord. 2010-07, passed 6-17-10; Am. Ord. 2015-09, passed 10-15-15; Am. Ord. 2016-01, passed 2-4-16; Am. Ord. 2020-13, passed 1-7-21)

TITLE V: PUBLIC WORKS

Chapter

50. GARBAGE AND REFUSE

CHAPTER 50: GARBAGE AND REFUSE

Section

- 50.01 Definitions
- 50.02 Preparation of refuse and garbage
- 50.03 Containers
- 50.04 Storage of refuse and garbage
- 50.05 Collection practices
- 50.06 Bulk items

- 50.99 Penalty

Editor's note:

Garbage and refuse service for the city is performed by independent contractors under agreement with the city.

§ 50.01 DEFINITIONS.

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

ASHES. The residue resulting from the burning of wood, coal, coke or other combustible material.

DISPOSAL. The storage, collection, disposal or handling of refuse or garbage.

GARBAGE. All animal and vegetable wastes resulting from the handling, preparation, cooking or consumption of foods.

REFUSE. All solid wastes, except body wastes, and shall include ashes and rubbish.

RUBBISH. Glass, metal, paper, plant growth, wood or non-putrescible solid wastes.

(1997 Code, § 51.01) (Ord. 2-1-03, passed 3-5-2003)

§ 50.02 PREPARATION OF REFUSE AND GARBAGE.

- (A) All refuse and garbage shall be drained free of liquids before disposal.
- (B) Garbage shall be wrapped in paper or similar material.

(C) All cans, bottles, or other food containers shall be rinsed free of food particles and drained before disposal.

(D) Rubbish shall be either placed in approved containers, or cut and baled, tied, bundled, stacked or packaged so as not to exceed 36 inches in length and 50 pounds in weight.

(1997 Code, § 51.02) (Ord. 2-1-03, passed 3-5-2003) Penalty, see § 50.99

§ 50.03 CONTAINERS.

(A) Garbage containers shall be made of durable, water-tight, rust-resistant material having a fly-tight lid and handles to facilitate collection.

(B) Refuse containers shall be made of durable, water-tight, rust-resistant material having a fly-tight lid and handles to facilitate collection or if plastic bags are used, they shall be of heavy duty construction and securely tied.

(C) Refuse and garbage containers for a residence shall not be less than ten gallons, nor more than 32 gallons in capacity. Containers for commercial establishments shall not exceed 40 gallons in capacity.

(D) It shall be unlawful to permit the accumulation or residue of liquids, solids or a combination of such material on the bottom or sides of containers, it being the intention of this provision that the interior of containers shall be kept clean by thorough rinsing and draining as often as necessary.

(E) Paper or wooden boxes may be used as containers for rubbish; provided, such boxes when filled do not exceed 32 pounds in weight. Large stones and hot ashes will not be collected.

(F) Large containers to be handled to special equipment may be used if the contract collection has equipment to handle such containers. The containers must have fly-tight lids and be placed on the premises where the collector has ready access.

(1997 Code, § 51.03) (Ord. 2-1-03, passed 3-5-2003) Penalty, see § 50.99

§ 50.04 STORAGE OF REFUSE AND GARBAGE.

(A) Each householder having refuse and/or garbage shall provide himself or herself with approved refuse and garbage containers and shall place and keep all refuse and/or garbage therein.

(B) Containers shall not be placed on the street right-of-way prior to 6:00 p.m., local time, on the day before scheduled collections, and shall be removed to the rear of the premises before 9:30 a.m., local time, the day following scheduled collections.

(C) It shall be unlawful to place refuse or garbage in any street, alley, street, body of water or any other public place, or upon private property, whether owned or not, unless the refuse or garbage is placed in an approved container.

(1997 Code, § 51.04) (Ord. 2-1-03, passed 3-5-2003) Penalty, see § 50.99

§ 50.05 COLLECTION PRACTICES.

(A) For the purpose of collection, refuse and garbage containers shall be placed at ground level, and be made readily accessible to the collector. They shall be on the side of the street from which collection is to be made.

(B) Notwithstanding the provisions of division (A) above, householders, commercial establishments or other persons may, by contract with collectors, be permitted to place containers at agreed places upon their premises.

(C) Hotels, restaurants, institutions, and commercial establishments may be required to have more frequent collection, if determined by the City Council to be essential to protect the public health.

(1997 Code, § 51.05) (Ord. 2-1-03, passed 3-5-2003)

§ 50.06 BULK ITEMS.

Owners and/or their tenants shall encapsulate and securely wrap in plastic any upholstered furniture, mattresses, pillows, cushions, box springs and similar items placed out for collection or otherwise placed in the public right-of-way.

(Ord. 6-1-13, passed 7-3-2013) Penalty, see § 50.99

§ 50.99 PENALTY.

Whoever violates any provision of this chapter shall be guilty of a misdemeanor and shall be fined not less than \$10, nor more than \$500, or imprisoned for not more than 30 days, or both, for each offense or violation.

(1997 Code, § 51.99) (Ord. 2-1-03, passed 3-5-2003)

Section

Uniform Solid Waste and

Litter Abatement Control

- 95.001 Solid waste and litter abatement
- 95.002 Purpose
- 95.003 Definitions
- 95.004 Carts generally
- 95.005 Curbside disposal rules
- 95.006 Bulk item rules
- 95.007 Other violations

Commercial Services

- 95.020 Container services; generally
- 95.021 Containers; disposal of waste and recyclables
- 95.022 Curbside service; multi-unit parcels and commercial end users

Industrial End Users

- 95.035 Open-top container and compactor services

Citation and Cures

- 95.050 Citations
- 95.051 Exceptions
- 95.052 City cures
- 95.053 Owner cures
- 95.054 Paint
- 95.055 Material from construction and land clearing
- 95.056 Motor vehicle body and parts
- 95.057 Open carts prohibited
- 95.058 Scattering solid waste prohibited
- 95.059 Burning prohibited
- 95.060 Exceptions

Litter Abatement Rules and Regulations

- 95.075 Litter prohibited; exception
- 95.076 Placement of private receptacles
- 95.077 Use of public receptacles; sidewalks and gutters required to be litter free
- 95.078 Removal of litter
- 95.079 Litter in parks, lakes and fountains
- 95.080 Litter on occupied private property; owner to maintain premises

Transportation of Hazardous Wastes

- 95.095 Definition
- 95.096 Permit; fee
- 95.097 Prohibited acts

Hazardous Material Spills or Releases

95.110 Reporting of the spilling or releasing of hazardous material substances

Enforcement

95.125 Enforcement, fines and appeals

95.999 Penalty

Cross-reference:

Emergency Services, see Ch. 97

Fire Prevention, see Ch. 91

Nuisances, see Ch. 92

UNIFORM SOLID WASTE AND LITTER ABATEMENT CONTROL

§ 95.001 SOLID WASTE AND LITTER ABATEMENT.

This chapter shall be referred to as the "Covington Solid Waste and Litter Abatement Ordinance".

(1984 Code, § 95.01) (Ord. O-40-08, passed 9-23-2008)

§ 95.002 PURPOSE.

The purpose of this chapter is to regulate solid waste disposal and accomplish litter abatement and control in the city. It is intended to make all persons within the city responsible for contributing to the public cleanliness of the city to promote the public health, safety and welfare, and to protect the economic interests of citizens against unsanitary and unsightly conditions. It is further the intent of this chapter to protect citizens from a health and safety menace and the expense incident to solid waste removal and littering.

(1984 Code, § 95.02) (Ord. O-40-08, passed 9-23-2008)

§ 95.003 DEFINITIONS.

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

AUTHORIZED PRIVATE RECEPTACLE. A 35-, 65- or 95-gallon cart provided by the city's solid waste contractor that is on wheels and has an attached, hinged lid.

BULK ITEM. Any waste item of a weight or of such size as to not fit or be suitable for disposal in a cart or container, including without limitation household appliances, furniture and those other items listed in § 95.006(A) of this chapter.

CART. A receptacle with a capacity not exceeding 96 gallons that is used to store and dispose of waste or recyclables, and that is issued to residential property owners, or commercial end users either by the city or by the contractor.

CITY. The City of Covington, a home rule city of the Commonwealth of Kentucky, or its agents and contractors.

COMMERCIAL END USER. Any person who has contracted for waste management services with the contractor, whether or not such person is the owner of record of the parcel being serviced, its contractors, agents and employees, or any owner of a residential parcel containing four or fewer units who regularly uses more than the maximum amount of carts allowed for the size of the parcel being serviced as provided in Ch. 46 of this code of ordinances.

COMMERCIAL PARCEL. Any parcel together with any building, or other structure located thereupon, which is designed or used solely for commercial purposes, whether partially occupied or vacant, including any yard, grounds, walkway, driveway, porch, steps, vestibule or mailbox belonging or appurtenant to such parcel.

COMMERCIAL UNIT. Any structures or premises demised on a parcel that are separate and distinct from any other structures or premises demised on the same parcel, and which are designed or used wholly for commercial purposes, whether occupied or vacant, including any yard, grounds, walkway, driveway, porch, steps, vestibule or mailbox belonging or appurtenant to such structure or premises.

CONTAINER. Any reusable waste receptacle with a capacity exceeding 96 gallons.

CONTAINER SERVICES. The collection, transportation and disposal of waste or recyclables by the use of a container and any management or administrative services that are necessary to effectuate such collection, transportation or disposal.

CONTRACTOR. The entity with which the city has contracted for the collection and disposal of waste and recyclables produced by residents and businesses located within the jurisdictional boundaries of the city or, if no such contract exists, the city or the entity with which the owner or end user has contracted for the delivery of such services.

CURBSIDE. The area that is not more than three feet from the street curb, alley or other public right-of-way upon which owners, occupants or commercial or industrial end users place waste and recyclables for collection.

CURBSIDE SERVICES. The collection, transportation and disposal of waste and/or recyclables by the use of one or more carts placed at the curbside by end users, and any management or administrative services that are necessary to effectuate such collection, transportation or disposal.

DUMP-OUT. Any material emptied from a vehicle or building upon streets, roadsides or public places that is not set out for collection in accordance with the regulations provided in this chapter or contained in an appropriate receptacle.

DWELLING UNIT. A self-contained unit of accommodation used by one or more occupants as a residence and which is located on a residential, multi-unit residential or mixed-use parcel.

END USERS. Any person benefitting from the services, including, without limitation, owners, occupants, commercial and industrial end users.

HANDBILL. Any printed or written material, excluding newspapers, that advertises for sale any commodity or thing or advertises an event of any kind.

HAZARDOUS WASTE. Those materials that are classified as hazardous waste under the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., including without limitation, sewage, processing sludge, animal carcasses, hazardous waste, fluorescent bulbs, electronics or liquids of any sort, and chlorofluorocarbons contained in appliances.

HOME OCCUPATION. Any activity of a non-residential nature that is performed within a dwelling unit by the occupant of such unit.

INDUSTRIAL END USERS. The owner of a parcel upon which industrial services are being provided, including its contractors, agents, employees, who together are jointly and severally responsible for complying with the provisions of this chapter.

INDUSTRIAL PARCEL. Any parcel together with any building, or other structure located thereupon, which is designed or used wholly for office or industrial purposes, whether partially occupied or vacant, including any yard, grounds, walkway, driveway, porch, steps, vestibule or mailbox, belonging or appurtenant to such parcel.

INDUSTRIAL WASTE. The waste products of canneries, slaughterhouses and packing plants: large quantities of condemned food products; wastes from brick, concrete block, roofing shingle or tile plants; and debris and wastes accumulated from land clearings, excavating, building, rebuilding and altering of buildings, structures, roads, streets.

LIQUID WASTE. All liquid waste, including, but not limited to, motor oil, transmission fluid, brake fluid, steering fluid or other liquid wastes thrown away or deposited as prohibited by this chapter.

LITTER. All solid or liquid wastes, including, but not limited to, containers, packages, wrappings, printed matter, cigarette butts or other materials thrown or discarded in violation of this chapter.

LITTER BAG. A bag, sack or other container that is designed or used as a receptacle for litter inside a vehicle or watercraft.

LOADLINE. The line which if drawn would outline the perimeter of the upper most end of a container.

MIXED USE PARCEL. Any parcel together with any building, or other structure located thereupon, which is designed or used or used partially for residential purposes and partially for commercial purposes, whether partially occupied or vacant, including any yard, grounds, walkway, driveway, porch, steps, vestibule or mailbox belonging or appurtenant to such structure.

MULTI-UNIT RESIDENTIAL PARCEL. A parcel which together with any apartments, townhouses, condominiums, buildings or other structure located thereupon, which is designed or used to accommodate five or more dwelling units and which does not house a business other than a home occupation, whether partially occupied or vacant, including any yard, grounds, walk, driveway, porch, steps, vestibule or mailbox, belonging or appurtenant to such parcel.

NEWSPAPER. Any newspaper of general circulation as defined by general law.

NON-COMBUSTIBLE REFUSE. Refuse materials that are unburnable at ordinary incinerator temperatures (800°F to 1,800°F), such as metals, mineral matter, large quantities of glass or crockery, metal furniture, automobile bodies or parts and other similar material or refuse that is not the product of ordinary residential or office use.

OCCUPANT. Any person residing whether temporarily or permanently in a dwelling located on a residential or multi-unit residential parcel.

OWNER. The person or entity that is named in the county's property records as being the owner of a parcel that is located within the jurisdictional boundaries of the city and its contractors, agents and employees.

PARCEL. Any real property located within the jurisdictional boundaries of the city, which is designated by a unique legal description, street address and parcel identification number in the official property records for the county and easement or covenant appurtenant thereto.

PARK. A public park, playground, recreation center or any other public areas in the city.

PERSON. Any individual, public or private corporation, partnership, limited liability company, association, firm or other

entity whatsoever.

PRIVATE PROPERTY. Any property not publicly owned or held out for the use by the public.

PRIVATE RECEPTACLE. Any cart or container that is used to temporarily store and dispose of solid waste or recyclables was not issued to the owner, commercial or industrial end user by the city or the contractor.

PUBLIC PLACE. Any and all streets, sidewalks, boulevards, alleys, rights-of-way or other public ways and any and all public parks, squares, spaces, grounds and buildings.

PUBLIC RECEPTACLES. Any litter storage and collection receptacle placed on the public right-of-way and maintained by the city.

RECYCLABLES. Any items or materials, which can be collected, processed and reprocessed into new products that could be reintroduced into the stream of commerce as raw materials or products, and which are acceptable at a MRF, including without limitation, paper, glass, aluminum, corrugated cardboard and plastic containers.

RESIDENTIAL PARCEL. Any parcel together with any house, building or other structure located thereupon, which is designed or used wholly to accommodate not more than four dwelling units, and which does not house a business other than a home occupation, whether partially occupied or vacant, including any yard, grounds, walkway, driveway, porch, steps, vestibule or mailbox belonging to or appurtenant to such parcel.

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.

SERVICES. Without limitation the collection, transportation and disposal of solid waste and/or recyclables generated by owners, occupants, commercial or industrial end users located or doing business within the geographical limits of the city, including, without limitation, any management or administrative functions that are necessary to provide such services.

SET-OUT. Any waste, items or materials, or bulk items placed upon the curb or any public place, including, but not limited to, sidewalks and public right-of-way, by any owner, occupant, commercial or industrial end users in a manner that is not compliant with this chapter, including, but not limited to, personal items improperly set out as a result of evictions, writs of possession, rights of entry, repossession of real or personal property or the rehabilitation, demolition or general cleanup of a building, structure or parcel.

SOLID WASTE AND RECYCLING COORDINATOR. The person designated by the city to coordinate the services provided to owners, occupants and commercial and industrial end users.

SPECIAL PICK-UP. The collection of waste or recyclables specially arranged by an owner, occupant, commercial or industrial end user, or the Solid and Recycling Waste Coordinator for a day that is not the regularly scheduled collection day.

STREET. Any highway, road or alley, including any collector, local or arterial streets or freeways, located within the city.

SWEEP-OUTS. Any collection of debris resulting from clean-up operations on private property, which is deposited in or around a public place, including street curbs.

USER FEE. Any fee assessed for services or carts provided in accordance with Ch. 46 of this code of ordinances.

UNAUTHORIZED WASTE. Liquid waste and waste, including, without limitation, dirt, excavated earth, sewage, processing sludge, animal carcasses, hazardous waste, electronics or liquids of any sort, rocks, concrete, concrete blocks, cement, asphalt, blacktop, tile, bricks, gravel, sand, stucco, bricks, composition roofing, sawdust, brush heavy building or construction materials, demolition materials, lumber, wooden, pallets, metal drums, large wire binding, heavy packing material, cinder blocks, large engine parts, large scrap metal and shavings, large furniture, large appliances or mattresses and box springs.

WASTE. Any putrescible and non-putrescible solid and semisolid wastes, including garbage, rubbish, ashes, street cleanings, appliances and furniture, or parts thereof, industrial wastes, swill, demolition and construction wastes and discharged commodities.

WATERCRAFT. Any boat, ship, vessel, barge or other floating craft.

YARD WASTE. All accumulations of grass, shrubbery, vines, branches, limbs, leaves, cuttings and other naturally created materials resulting from the care or maintenance of real property, and that is set out for disposal by owners, occupants, commercial or industrial end users.

(1984 Code, § 95.03) (Ord. O-40-08, passed 9-23-2008; Ord. O-48-15, passed 12-8-2015; Ord. O-35-18, passed 8-28-2018)

§ 95.004 CARTS GENERALLY.

(A) *Residential curbside services.* For each dwelling unit located on a residential parcel, owners of such parcels shall be entitled to:

- (1) The weekly servicing of the equivalent of one 96-gallon city-issued waste cart; and
- (2) The weekly servicing of the equivalent one 96-gallon city-issued recycling cart.

(B) *Exemptions and waivers to cart sizes.* Owners or occupants of residential parcels with physical impairments, or who reside on a parcel with space constraints, can request alternative cart sizes and waste disposal options by contacting the Solid Waste and Recycling Coordinator.

(C) *City-issued carts.* City-issued carts are assigned to each residential parcel and are tracked by means of a bar code system. Contractor shall issue carts to commercial end users, which shall be tracked in the same manner. Owners or occupants of residential parcels, or commercial end users shall not take carts from other parcels, or remove carts from a parcel. City-issued carts and any carts issued by the contractor are and shall, at all times, remain the property of the city or the contractor as applicable. No person shall intentionally or inadvertently deface, damage or destroy any carts issued by the city or the contractor.

(D) *Additional residential carts.* Owners of residential parcels may request additional city-issued carts from the contractor and will be charged for each such additional cart in accordance with Ch. 46 of this code of ordinances. Any owner of a residential parcel who uses or keeps more than the maximum carts allowed for the size of the building shall be billed as a commercial end user in accordance with Ch. 46 of this code of ordinances.

(E) *Replacement residential carts.* The city shall replace or repair city-issued carts that are damaged or stolen. Owners or occupants must contact the city's waste contractor and complete the necessary steps to report a cart damaged or stolen.

(F) *Private residential carts.* Waste or recyclables placed in private carts shall not be collected, except when used to store bulk items in the manner provided in § 95.006(E) of this chapter.

(1984 Code, § 95.04) (Ord. O-48-15, passed 12-8-2015; Ord. O-35-18, passed 8-28-2018)

§ 95.005 CURBSIDE DISPOSAL RULES.

Unless exempted pursuant to §95.004(B) of this chapter, owners, commercial end users and industrial end users shall comply or cause the occupants of any dwelling units located on the parcel to comply with all rules and regulations set forth in this chapter, or be deemed to be in violation of this chapter.

(A) *Collection schedule.* Residential waste and recyclables shall be collected according to the collection schedule established by the city. The most current collection schedule shall be posted on the city's website, and a notice of any modifications to the schedule shall be sent to owners of residential parcels in advance of any modifications. Commercial end users shall make arrangements with the contractor to establish a regular collection schedule for any curbside services that it receives in the manner set forth in this chapter.

(B) *Collection times.* Owners or occupants of residential parcels and commercial end users must place carts at the curbside in the manner provided in this section, by no earlier than 6:00 p.m. on the day before the collection day and no later than 7:00 a.m. on the collection day.

(C) *Placement of carts on collection day.* Owners or occupants of residential parcels and commercial end users must neatly place carts at the curbside, interpreted as no more than three feet from the curb, with the wheels of the carts facing the public right-of-way.

(D) *Removal of carts from the curbside.* Carts remaining curbside after the contractor has collected waste and/or recyclables must be removed from the curbside and appropriately stored, no later than 12:00 p.m. on the day after the collection day.

(E) *Placement of stored carts.* Other than on a collection day, commercial end users, owners of residential parcels or the occupants thereof must store carts at the rear of a building or structure located on the parcel, or as close to the rear of a building or structure as possible, ensuring that wherever possible carts are not visible from the street or public right-of-way.

(F) *Trash disposal.* Residential waste shall be placed in a garbage bag and deposited inside carts. Garbage bags shall be properly tied or otherwise secured at the opening.

(G) *Recycling.* Recyclables should not be bagged and must be placed inside city-issued recycling carts.

(H) *Loading of carts.* Residential waste and recyclables must weigh less than 75 pounds and fit inside a cart allowing sufficient room for the lid of the cart to close completely. Carts that cannot be completely closed shall not be serviced and shall be considered non-compliant as set out under this chapter.

(1984 Code, § 95.05) (Ord. O-48-15, passed 12-8-2015; Ord. O-35-18, passed 8-28-2018)

§ 95.006 BULK ITEM RULES.

Any item that does not completely fit within a cart shall be considered a bulk item, including without limitation, excessive trash bags, furniture, appliances, mattress and box springs, loose trash or yard waste.

(A) *Bulk items.* Every residential user shall be permitted to place at the curb one bulk item per week. Bulk items are required to be placed at the curb in coordination with routine servicing dates and times, unless a customer schedules a special pick-up with the city's waste contractor in accordance with division (D) below. Bulk items are required to be prepared in an orderly manner as specified in divisions (B) through (E) below. A **BULK ITEM** is defined as:

- (1) One mattress and one box spring, wrapped;

- (2) One piece of furniture, which if upholstered must be wrapped:
- (3) Three bundles of yard waste or carpet; or
- (4) Up to three bags of household debris, required to be bagged, tied securely and containerized prior to setting to the curb.

(B) *Bulk items; additional specifications.*

- (1) *Yard waste.* Any loose shrubbery or tree limbs that are set out as a bulk item must be bundled and tied in lengths weighing less than 50 pounds, and not exceeding four feet in length, or two feet wide.
- (2) *Household debris.* All household debris must be bagged, tied securely and containerized. Use of a private waste receptacle is only permissible when placing bulk items or excess trash to the curb for disposal.
- (3) *Mattresses and upholstered furniture.* Together one mattress and one box spring shall be considered one bulk item. Mattresses and upholstered furniture will not be collected unless such items are wrapped in plastic and secured appropriately.
- (4) *Refrigerants.* Discarded appliances equipped with Freon will not be collected unless the owner or occupant provides documentation to the contractor, 48 hours prior to the day on which the item is to be collected, that the Freon has been removed by a certified technician.
- (5) *Carpet.* Carpet and carpet padding shall be cut into four-foot sections, rolled or folded, and tied securely into bundles that do not exceed 50 pounds per bundle.
- (6) *Appliances and the like.* Assembled bulk items, such as appliances and swing sets, must be disassembled prior to pick-up. Refrigerator doors must be removed prior to setting out for pick-up.
- (7) *Paint.* The only type of paint permissible for disposal during a curbside collection is latex-based or water-based paint. Oil-based paint is strictly prohibited. Paint cans and painting materials must be completely dry before being set out for collection. Paint cans shall not be placed inside a cart; instead, paint cans shall be placed at the curb, with the lids removed, for inspection and collection.

(C) *Placement of bulk items.*

- (1) Bulk items must be placed at the curb in coordination with routine servicing dates and times, unless a customer has scheduled a special pick-up with the city's waste contractor in accordance with division (D) below.
- (2) Bulk items are required to be placed to the curb in accordance with the curbside disposal requirements of division (B) above.

(D) *Special pick-ups.* Owners or occupants of residential parcels wishing to dispose of a bulk item on a day other than their routine collection day, must contact the contractor not less than 48 hours prior to the day upon which the owner or occupant wishes to have the large item collected. Owners or occupants must neatly place at the curb any bulk items scheduled to be collected in the same manner as provided in division (C) above.

(E) *Use of private receptacles for bulk items.* Bulk items weighing 50 pounds, or less, and that fit completely inside a private receptacle may be deposited in such receptacle and placed curbside for collection. Private receptacles used for disposal shall operate in a reasonable and functioning manner, including having access to handles, or wheels, having a proper lid; and ensuring the receptacle is not deteriorated or damaged, so that it may be serviced without issue. Use of a private waste receptacle is permissible only when disposing of bulk items or excess debris. Items placed into a private receptacle for collection, specifically loose or household debris, shall be bagged and secured appropriately.

(1984 Code, § 95.06) (Ord. O-48-15, passed 12-8-2015; Ord. O-35-18, passed 8-28-2018) Penalty, see §95.999

§ 95.007 OTHER VIOLATIONS.

In addition to the violation of any other rules provided in this chapter, the following shall constitute a violation for which penalties may be imposed.

- (A) *Use of unassigned carts.* Possessing or making use of carts that are not assigned to the parcel being serviced.
- (B) *Overloaded carts.* Overloading carts with waste or recyclables weighing more than 75 pounds, or such that the cart cannot be completely closed.
- (C) *Unscheduled set out.* Setting out carts or bulk items on a day other than the scheduled collection day, without making special collection arrangements.
- (D) *Improper storage.* Storing waste, recyclables, carts or bulk items on non-collection days in a manner that substantially deviates from the regulations provided in this chapter, or in an area that is visible from a public right-of-way.
- (E) *Unauthorized use of carts.* Using city-issued or contractor-issued carts for any purpose other than the temporary storage or the disposal of waste or recyclables.
- (F) *Unauthorized waste.* Storing or setting out for collection waste that is strictly prohibited for curbside disposal, as detailed throughout this chapter, or setting out waste in a manner that is non-compliant with this subchapter.

(1984 Code, § 95.07) (Ord. O-48-15, passed 12-8-2015; Ord. O-35-18, passed 8-28-2018) Penalty, see §95.999

COMMERCIAL SERVICES

§ 95.020 CONTAINER SERVICES; GENERALLY.

Commercial end users that produce two or more yards of waste per week are required to use two, four, six or eight yard containers for the temporary storage and disposal of their waste and recyclables, unless the dimension of the parcel cannot accommodate the servicing of a container as determined by the Solid Waste and Recycling Coordinator.

(A) *Assignment of containers.* The contractor shall assign containers to commercial end users that have contracted to receive container services. Containers shall at all times remain the property of the contractor and no person shall intentionally deface, damage or destroy containers, or inadvertently by overloading the container with construction debris or other unauthorized waste.

(B) *Frequency of services.* Commercial end users are required to contract with the contractor for a frequency of service that will ensure compliance with the provisions of this chapter, and to make arrangements for special pickups whenever necessary to ensure that containers never overflow.

(C) *Commercial rates.* Commercial end users shall be billed monthly at the commercial rates established in Ch. 46 of this code of ordinances through one monthly invoice. Owners of multi-unit residential or mixed-use parcels wishing to have an invoice sent to each unit located on the parcel shall be subject to a surcharge.

(D) *Placement and screening.* Containers may not be placed on any public street, alley or sidewalk. Wherever possible, containers must be placed so as to not be visible from any public right-of-way and should be screened on three sides using material consisting of stone brick, block, wood or a continuous planting of evergreens or other perennials. Whenever screening material is placed around a container, two fixed barrier guard posts must be installed within the screening material at the rear of the container to maintain the physical integrity of the enclosure. The fourth side of the container shall be fitted with a gate which can be opened to access the front side of the container. End users are required to consult with the Solid Waste and Recycling Coordinator prior to installing screens and gates to ensure that enclosures are compliant with any and all related regulations.

(E) *Maintenance.* Owners and commercial end users are responsible for maintaining and keeping in good repair enclosures, screening areas, gates and any foliage that may be used as screening. Owners and commercial end users shall maintain the outside of the containers in a safe and sanitary condition and shall take reasonable measures to keep the container free of excessively obtrusive odors. Failing to appropriately maintain the container, the enclosure or the container area shall constitute a violation of this chapter.

(1984 Code, § 95.08) (Ord. O-48-15, passed 12-8-2015) Penalty, see §95.999

§ 95.021 CONTAINERS; DISPOSAL OF WASTE AND RECYCLABLES.

In addition to any other rules provided in this section, commercial end users shall comply with, and multi-unit residential end users shall comply or cause any occupants of a multi-unit residential parcel to comply with the following rules.

(A) *Bagging of waste.* All waste items placed inside a container must be bagged, with the exception of recyclables.

(B) *Excessive items.* All waste or recyclables must fit completely within a container such that the lid to the container can remain closed at all times. In no event shall a bulk item be placed curbside, outside of a container or in a private receptacle, for more than one day.

(C) *Unauthorized waste.* Unless prior arrangements have been made with the contractor, owners, occupants and commercial end users shall not place any unauthorized waste inside a container.

(1984 Code, § 95.09) (Ord. O-48-15, passed 12-8-2015; Ord. O-35-18, passed 8-28-2018) Penalty, see §95.999

§ 95.022 CURBSIDE SERVICE; MULTI-UNIT PARCELS AND COMMERCIAL END USERS.

(A) *General.* Commercial end users and owners of multi-unit parcels producing less than two yards of waste per week or that are located on parcels that cannot accommodate a container shall contract with the contractor for curbside services. The contractor shall provide carts to such users.

(B) *Frequency of service and maximum number of carts.* Commercial end users shall contract for a frequency of service that ensures that the number of carts set out for collection does not exceed a total of 12 carts on any given collection day. It shall be a violation of this chapter to set out more than 12 carts curbside, unless the end users obtains a written waiver from the Solid Waste and Recycling Coordinator.

(C) *Placement of carts.* Unless otherwise expressly provided in this section, commercial and multi-unit end users shall comply with all rules related to residential curbside services set forth in §§ 95.004 through 95.007 of this chapter.

(D) *Interruption in services for non-payment.* In addition to any other violation provided in this chapter, a violation shall be deemed to have occurred if service is interrupted due to the commercial end user's failure to timely pay for services which continues for 30 or more days, and the city requests that the contractor continue collecting waste or recyclables from the parcel. In such case, each instance of collection shall be a violation of this chapter and each instance of non-payment occurring after the initial interruption in service shall constitute a separate and distinct violation for which fines shall be

imposed in the manner provided in this chapter.

(1984 Code, § 95.10) (Ord. O-48-15, passed 12-8-2015)

INDUSTRIAL END USERS

§ 95.035 OPEN-TOP CONTAINER AND COMPACTOR SERVICES.

Industrial end users are required to contract for the delivery and servicing of an open-top container or a compactor of an appropriate size.

(A) *Permitting and placement; open-top containers.* Industrial end users must apply and obtain a permit from the city prior to accepting the delivery of an open-top container or compactor.

(B) *Temporary open-top services.* Unless waived in writing by the city, industrial end users receiving temporary open-top container services shall provide, as part of their application for a permit, a plat of the parcel that is to be serviced drawn to scale, and which shows the location of all abutting structures, public rights-of-way and the location of the proposed open-top container. Permits for temporary open-top containers that are placed on a public right-of-way shall be valid for seven days and must be renewed prior to the expiration of each subsequent seven-day period, unless waived in writing by the city.

(C) *Frequency of services.* Industrial end users are required to contract for a frequency of service that will ensure that waste does not protrude past the loadline of the open-top container, or remain uncollected for extended periods of time.

(D) *Maintenance.* Industrial end users shall maintain the area surrounding the open-top container clean and free from debris at all times. Industrial end users shall or shall cause their employees, agents or subcontractors to ensure that the contents of the container never protrude beyond the loadline of the open-top container. It shall be a violation of this chapter for an end user to allow any person to load an open-top container beyond the loadline. Any item that does not completely fit in an open-top container shall be considered a set out.

(E) *Special pick-ups.* Industrial end users shall make arrangements with the contractor for the collection of any items that do not fit within an open-top container prior to setting such items out for collection. It shall be a violation of this chapter for any waste item to be placed outside of an open-top container or on the curbside, except for on the day upon which the items are to be collected. In no event shall an item be placed outside of an open-top container for more than one day.

(F) *Unauthorized industrial waste.* Unless special arrangement have been made with the contractor, end users shall not place, or allow to be placed, any sewage, processing sludge, animal carcasses, hazardous waste, electronics or liquid waste of any sort inside an open-top container.

(G) *Material from construction and land clearing.*

(1) No person engaged in the destruction, alteration, repair, removal or demolition of any building or other structure shall throw, cast or drop, or cause or permit to be thrown, cast or dropped from any elevation of the building or other structure into or upon any of the streets, sidewalks, alleys or other public ways of the city materials, including, but not limited to, any timber, iron, stone, brick, plaster, shingles, roofing, shavings, chips or other building material, rubbish or debris of any kind.

(2) Tree stumps and large trees cut down or trimmed on occupied residential or commercial property shall be removed by from the property by a qualified contractor.

(1984 Code, § 95.11) (Ord. O-48-15, passed 12-8-2015)

CITATION AND CURES

§ 95.050 CITATIONS.

The city, by and through its designees, may issue citations and impose fines, penalties and/or surcharges related to a violation of any provision of this chapter and the costs incurred for the abatement of any violation, for each violation of any provision of this chapter. Commercial and industrial end users and owners of commercial, residential, multi-unit residential or mixed-use parcels upon which a violation has occurred shall be responsible for responding to a citation, and for the payment of any fine, penalty or surcharge imposed thereunder.

(1984 Code, § 95.12) (Ord. O-48-15, passed 12-8-2015; Ord. O-35-18, passed 8-28-2018)

§ 95.051 EXCEPTIONS.

Upon a showing of hardship or good cause, and in accordance with applicable laws and regulations, the City Manager, or his or her designee, upon the recommendation of the Solid Waste and Recycling Coordinator, may make exceptions to the requirements of this chapter. Such exceptions shall be in writing and placed in the records of the Neighborhood Services Department of the city.

(1984 Code, § 95.13) (Ord. O-48-15, passed 12-8-2015; Ord. O-35-18, passed 8-28-2018)

§ 95.052 CITY CURES.

The city reserves the right to cure or abate any condition existing on a parcel that constitutes a violation of this chapter in

order to minimize any threats to the general safety, health and welfare of its residents at the owners or commercial end user's sole expense.

(1984 Code, § 95.14) (Ord. O-48-15, passed 12-8-2015)

§ 95.053 OWNER CURES.

Upon receipt of a notice of violation issued by the City Manager, or his or her designee, owners of residential or multi-unit residential parcels and commercial or industrial end users may cure a condition that constitutes a violation of §§ 95.001 through 95.007, 95.020 through 95.022 and 95.035 of this chapter to avoid any further action by city. Owners of residential or multi-unit residential parcels and commercial or industrial users who fail to cure such violations shall be subject to fines and penalties as set forth in this chapter and/or be responsible for the reasonable cost of labor and materials incurred to abate the violation as provided in Ch. 92 of this code of ordinances.

(1984 Code, § 95.15) (Ord. O-48-15, passed 12-8-2015; Ord. O-35-18, passed 8-28-2018)

§ 95.054 PAINT.

Paint material may be collected only after the paint in the can is completely dried with the top removed.

(1984 Code, § 95.16) (Ord. O-40-08, passed 9-23-2008)

§ 95.055 MATERIAL FROM CONSTRUCTION AND LAND CLEARING.

(A) No person engaged in the destruction, alteration, repair removal or demolition of any building or other structure shall throw, cast or drop, or cause or permit to be thrown, cast or dropped from any elevation of the building or other structure into or upon any of the streets, sidewalks, alleys or other public ways of the city materials, including, but not limited to, any timber, iron, stone, brick, plaster, shingles, roofing, shavings, chips or other building material, rubbish or debris of any kind.

(B) Contractor-generated solid waste resulting from construction, remodeling or destruction, such as bricks, scraps of lumber, mortar plaster, roof tiles, guttering, shavings and all other materials, must be removed by the contractor.

(C) Debris resulting from land clearing for development purposes must be removed by contractor, developer or owner.

(D) Tree stumps and large trees cut down or trimmed by a contractor on occupied residential or commercial property shall be removed by contractor.

(1984 Code, § 95.17) (Ord. O-40-08, passed 9-23-2008) Penalty, see §95.999

§ 95.056 MOTOR VEHICLE BODY AND PARTS.

Motor vehicle body or engine parts are not acceptable as trash and must be removed by owner.

(1984 Code, § 95.18) (Ord. O-40-08, passed 9-23-2008) Penalty, see §95.999

§ 95.057 OPEN CARTS PROHIBITED.

No person shall cart swill or solid waste through the streets in open vessels or vehicles.

(1984 Code, § 95.19) (Ord. O-40-08, passed 9-23-2008) Penalty, see §95.999

§ 95.058 SCATTERING SOLID WASTE PROHIBITED.

No person shall scatter the contents of trash or garbage containers placed out for collection.

(1984 Code, § 95.20) (Ord. O-40-08, passed 9-23-2008) Penalty, see §95.999

§ 95.059 BURNING PROHIBITED.

Solid waste and garden trash shall not be burned within the city.

(1984 Code, § 95.21) (Ord. O-40-08, passed 9-23-2008) Penalty, see §95.999

§ 95.060 EXCEPTIONS.

Upon a showing of hardship or good cause, the Director of Code Enforcement, or his or her designee, upon the recommendation of the Solid Waste and Recycling Coordinator, may make exceptions to the requirements of this chapter. Such exceptions shall be in writing and placed in the records of the Code Enforcement Department.

(1984 Code, § 95.23) (Ord. O-40-08, passed 9-23-2008)

LITTER ABATEMENT RULES AND REGULATIONS

§ 95.075 LITTER PROHIBITED; EXCEPTION.

(A) No person shall throw, drop, deposit, discard, allow leakage or otherwise dispose of litter, or liquid waste, upon any public place in the city, any dwelling or private property, or in any waters within the jurisdiction of the city, whether from a

vehicle, building or otherwise, except:

(1) When the property is designated by the state or by any of its agencies or the city for disposal of solid waste, and the person is authorized by the proper public authority to so use the property;

(2) When depositing into a private receptacle, heavy use container, public receptacle or other authorized garbage can in such a manner that the litter will be prevented from being carried away or deposited by the wind or other natural elements upon any part of a public place or any private property; or

(3) When the person is the owner or, agent of the owner and the litter or waste is created in connection with any remodeling, rehabilitation or repair; provided, the litter or waste will not cause a public nuisance or violate any other state or local laws, rules or regulations and so long as the litter or waste does not remain on this property for more than one week.

(B) Specific items prohibited under this subchapter include the following:

(1) No person, while a driver or passenger in a vehicle, shall throw, discard or otherwise deposit litter upon any street, public place or private property;

(2) Dump-outs are prohibited;

(3) Sweep-outs are prohibited;

(4) Depositing newspapers, circulars, publications, advertising supplements or handbills on uninhabited or vacant property or on public property, including public sidewalks, except in authorized newspaper/publication boxes, is prohibited. No person shall post or affix, or cause to be posted or affixed, any handbill, notice, poster or other paper or device calculated to attract the attention of the public to any lamp post, public utility pole, tree in the public right- of-way, on the ground or curb area in the public right- of-way or upon any public structure or building, except as may be authorized or required by law;

(5) No vehicle shall be driven or moved on any street unless the vehicle is so constructed or loaded as to prevent any of its load from dropping, shifting, leaking or otherwise escaping therefrom. However, salt, sand or gravel may be dropped for the purpose of securing traction, or water or some other substance may be sprinkled on a roadway surface in the cleaning or maintaining of the roadway by a public authority having jurisdiction for the roadway or by persons under contract or other authorization by the public authority. Any person owning or operating a vehicle from which any glass, metal or other objects of its load have fallen or escaped that would constitute an obstruction or damage a vehicle or otherwise endanger travel upon a street shall immediately cause the street to be cleaned of all the glass, metal or other objects and shall pay any cost therefor; and

(6) Temporary signage placed on streets, sidewalks and public places, including public rights- of-way, is prohibited, except as may be authorized or required by law.

(1984 Code, § 95.30) (Ord. O-40-08, passed 9-23-2008) Penalty, see §95.999

§ 95.076 PLACEMENT OF PRIVATE RECEPTACLES.

(A) Private receptacles shall be placed in the parking lots of all gasoline service stations, taverns, liquor stores, shopping centers, grocery stores, marinas, boat launching areas, bathing areas and all other privately-owned areas that are open to the public. A minimum of one private receptacle per 10,000 square feet of parking area, with a maximum of ten receptacles shall be provided in these areas. Private receptacles must have lids or "hoods" or otherwise be of a type authorized or approved by the Solid Waste and Recycling Coordinator.

(B) It shall be the responsibility of any person owning or operating any establishment in which private receptacles are required by this section to procure, place, maintain and empty the litter receptacles on the premises at his or her own expense.

(C) Private receptacles shall also be placed at all commercial or industrial loading/unloading areas. These areas should be kept free of all litter.

(D) Authorized private receptacles or heavy-use containers shall be placed at all repair, construction and demolition sites for proper disposition of this waste.

(1984 Code, § 95.31) (Ord. O-40-08, passed 9-23-2008) Penalty, see §95.999

§ 95.077 USE OF PUBLIC RECEPTACLES; SIDEWALKS AND GUTTERS REQUIRED TO BE LITTER FREE.

(A) Public receptacles placed on sidewalks and in other public places shall be used only for litter or solid waste that persons may have for disposal while passing along the street or other public places, and in no event shall these receptacles be used for the disposal of other solid waste accumulated in residences or places of business.

(B) Persons placing litter in public receptacles or in authorized private receptacles shall do so in such a manner as to prevent litter from being carried or deposited by the wind or other natural elements upon any street, sidewalk or other public place or upon private property.

(C) Persons owning or occupying private property in the city shall keep the sidewalk and curb area in front of their property free of litter and waste. No person shall sweep or deposit in any gutter, street or other public place within the city

the accumulation of litter or waste from any building or lot or from any public or private sidewalk or driveway.

(D) Persons owning or occupying places of business within the city shall keep the sidewalk and gutters in front of their business premises free of litter and waste. No person owning a place of business shall sweep or deposit in any gutter, street or other public place within the city the accumulation of litter or waste from any building or lot or from any public or private sidewalk or driveway.

(1984 Code, § 95.32) (Ord. O-40-08, passed 9-23-2008)

§ 95.078 REMOVAL OF LITTER.

(A) Removal of litter and solid waste from private property shall be the responsibility of every property owner or tenant in the city. All owners or tenants shall keep their property free of litter and solid waste.

(B) This includes, but is not limited to, the following:

(1) In loading/unloading areas of private property;

(2) At repair, construction and demolition sites;

(3) On private premises, including premises that may attract or accommodate the public, such as restaurants, groceries, taverns, hotels and reception facilities; and

(4) On sidewalks, curbs and steps abutting private property.

(1984 Code, § 95.34) (Ord. O-40-08, passed 9-23-2008) Penalty, see §95.999

§ 95.079 LITTER IN PARKS, LAKES AND FOUNTAINS.

(A) 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.

(B) No person shall throw or deposit litter in any fountain, pond, lake, stream, river or any other body of water in a park or elsewhere within the city.

(1984 Code, § 95.35) (Ord. O-40-08, passed 9-23-2008) Penalty, see §95.999

§ 95.080 LITTER ON OCCUPIED PRIVATE PROPERTY; OWNER TO MAINTAIN PREMISES.

(A) 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 private property.

(B) The owner or person in control of any private property shall, at all times, maintain the premises free of litter; provided, however, that, this section shall not prohibit the storage of litter in authorized private receptacles for collection.

(1984 Code, § 95.36) (Ord. O-40-08, passed 9-23-2008) Penalty, see §95.999

TRANSPORTATION OF HAZARDOUS WASTES

§ 95.095 DEFINITION.

For the purposes of this subchapter, **HAZARDOUS WASTES** are as defined in federal regulations at 49 C.F.R. § 172.101 under the Federal Hazardous Materials Transportation Act; and at 40 C.F.R. part 260 under the Federal Resource Conservation and Recovery Act; and as defined in state regulations at 401 K.A.R. 2:075, *Identification and Listing of Hazardous Waste*, pursuant to KRS Ch. 224.

(1984 Code, § 95.40) (Ord. O-40-08, passed 9-23-2008)

§ 95.096 PERMIT; FEE.

(A) No person, firm or corporation shall deliver for sale, use or storage; or transport by truck, semi-trailer or tank truck, within the city any hazardous wastes defined in § 95.095 of this chapter, in quantities exceeding those outlined above, without a permit from the Fire Chief authorizing such transportation, following a determination that no practical alternate route to passage through the city exists.

(B) Application for a permit shall be made on forms prescribed by the Fire Chief and shall contain such information as shall be required.

(C) Unless otherwise provided, every permit and renewal thereof shall be for a period to be determined by the Fire Chief, but in no case shall exceed one year.

(D) The permit is revocable and not transferable to a new ownership and, in the case of a change of ownership of the truck, the new owner shall obtain a new permit.

(E) The decal furnished by the Fire Department when its permit is issued must be securely fastened at the exterior of the cab on the left side of the truck and displayed during the life of the permit. On a cargo tank semi-trailer (tank permanently attached), the decal shall be affixed to a tank head (near the Interstate Commerce Commission markings).

(F) The Fire Department inspection card must be carried at all times in the cab of the truck or tractor in a card holder, and on demand of a representative of the Fire or Police Department, shall be produced for inspection of the vehicle.

(G) It shall be unlawful for any person to sell, give away or deliver hazardous wastes in quantities requiring a Fire Department permit to another person, unless the latter has secured from the Fire Chief a permit issued pursuant to this subchapter.

(H) An annual fee shall be charged for each permit issued pursuant to the provisions of this subchapter in the amount of \$25.

(1984 Code, § 95.41) (Ord. O-40-08, passed 9-23-2008) Penalty, see §95.999

§ 95.097 PROHIBITED ACTS.

(A) Full type trailers shall be prohibited for the transportation or delivery of hazardous wastes in the city. **AFULL TYPE TRAILER** is any vehicle without its own motive power, no part of which rests on the towing vehicle, but which is drawn by a motor vehicle.

(B) Interstate or intrastate transportation of hazardous wastes through the city, with no pickup or delivery in the city, shall be only in accordance with routes and times as prescribed by the Fire Chief when such transportation has not been issued a Fire Department permit. The routes shall be those most direct and through areas least inhabited and said times shall never be during the rush hours, between 6:00 to 10:00 a.m. and 3:00 to 7:00 p.m.

(C) Interstate or intrastate transportation of hazardous wastes are banned in the public interest by the Fire Chief, unless the vendor can show that no practical alternative route to passage through the city exists or that a critical emergency requires delivery in the city. Any truck shipment so authorized shall conform to routes, times and safety conditions specified by the Fire Chief.

(1984 Code, § 95.42) (Ord. O-40-08, passed 9-23-2008)

HAZARDOUS MATERIAL SPILLS OR RELEASES

§ 95.110 REPORTING OF THE SPILLING OR RELEASING OF HAZARDOUS MATERIAL SUBSTANCES.

(A) *Purpose; applicability.*

(1) *Purpose.* The purpose of this section is the protection of public health and safety in the city, through prevention and control of hazardous materials incidents and releases and to require the timely reporting of releases thereof.

(2) *Applicability.* This section shall apply to all persons who manufacture, use or store hazardous materials in quantities prescribed by this section and as defined herein, within the city.

(B) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AUTHORIZED RELEASE.

(a) A release which is a federally permitted release under 42 U.S.C. § 9601(10);

(b) A release to waters of the United States or adjoining shorelines which is exempt from notification under 40 C.F.R. §§ 117.11 through 117.14; and

(c) The introduction of any pollutant into a publicly-owned treatment works which is not in violation of applicable pretreatment requirements or other regulations controlling the introduction of pollutants into the publicly-owned treatment works.

CONSUMER PRODUCT. The meaning stated in 15 U.S.C. § 2052.

EMPLOYEE. Any person who works, with or without compensation, in a workplace.

EMPLOYER. Any person, firm, corporation, partnership, association, government agency or other entity engaged in a business or in providing services that has employees.

ENVIRONMENT.

(a) The navigable waters of the United States and any other surface water, ground water, drinking water supply, soil surface, subsurface strata, storm sewer or publicly- or privately-owned treatment works (other than those handling only wastewater generated at a facility) within the boundaries of the city; and

(b) Shall include air only for purposes of reporting releases pursuant to division (F)(1) below.

FACILITY.

(a) Any building, structure, installation, equipment, pipe or pipeline (including any pipe into a sewer or publicly-owned treatment works), well, pit, pond, lagoon, impoundment, ditch, landfill, storage container, motor vehicle, rolling stock or aircraft; or

(b) Any site or area where a hazardous material has been deposited, stored, disposed of, placed or otherwise come to be located; but does not include any consumer product in consumer use or any vessel.

HAZARDOUS MATERIALS.

(a) As follows:

1. Any substance designated pursuant to § 311(b)(2)(A) of the Federal Water Pollution Control Act, being 33 U.S.C. §§ 1251 et seq.;

2. Any element, compound, mixture, solution or substance designated by the U.S. Environmental Protection Agency (EPA) pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, § 102 (CERCLA), being 42 U.S.C. §§ 9601 et seq.;

3. Any hazardous waste having the characteristics identified under or listed pursuant to § 3001 of the Solid Waste Disposal Act, being 42 U.S.C. §§ 6901 et seq. (commonly known as the "Resource Conservation and Recovery Act" or "RCRA"), but not including any waste the regulation of which under the Solid Waste Disposal Act, being 42 U.S.C. §§ 6901 et seq. has been suspended by Congress;

4. Any toxic pollutant listed under § 307(a) of the Federal Water Pollution Control Act, being 33 U.S.C. § 1317(a);

5. Any hazardous air pollutant listed under § 112 of the Clean Air Act; and

6. Any imminently hazardous chemical substance or mixture with respect to which the Administrator of the U.S. Environmental Protection Agency has taken action pursuant to § 7 of the Toxic Substances Control Act. The term does include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under divisions (a)1. through (a)6. of this definition, and the term does include, if stored, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

(b) Shall include radioactive materials and isotopes, and explosives. **HAZARDOUS MATERIALS** shall not include household wastes and other materials excluded by 40 C.F.R. § 261.4.

NORMAL APPLICATION OF PESTICIDES. Application pursuant to the label directions for application of a pesticide product registered under §§ 30 or 24 of the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA") as amended (7 U.S.C. §§ 135 et seq.), or pursuant to the terms and conditions of an experimental use permit issued under § 5 of FIFRA, or pursuant to an exemption granted under § 18 of FIFRA.

OIL. Oil of any kind or in any form including, but not limited to, petroleum, fuel oil, sludge, oil refuse and oil mixed with wastes other than dredged spoil.

PERSON. Any individual, trust, firm, company, society, corporation, joint stock company, partnership, consortium, association, cooperative, joint venture, city, county, city and county special district, the state or any department or agency or political subdivision thereof, the United States Government or other commercial or legal entities.

RELEASE. Any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment, but excluding:

(a) With respect to a claim which such persons may assert against the employer of such persons as provided by CERCLA regulations, any release which results in exposure to persons solely within a workplace;

(b) Emissions from the engine exhaust or a motor vehicle, rolling stock, aircraft, vessel or pipeline pumping station engine; and

(c) The normal application of fertilizer and pesticides.

REPORTABLE QUANTITY. The quantity as set forth in division (E) below.

STORE. To deposit or place a substance in the city for a period of ten days or more; provided, such substance is not otherwise in transit.

USE. To store, maintain, treat, process, handle, generate, dispose of or otherwise manage **USE** shall not include any mode of transportation other than on-site transportation.

VESSEL. Every description of watercraft or other artificial contrivance used, or capable of being used, as a means of transportation on water.

(C) *Confidential information; trade secrets.* Information and data provided by any person or obtained from any report, questionnaire, permit application, permit and monitoring program, and from inspections shall not be made available to the public or any other governmental agency, unless required by law.

(1) Upon submission of information in any form, it shall be the obligation of the submitter to separate all confidential and trade secret material from any material subject to disclosure under the law.

(2) Any requests made under the law for information containing confidential or trade secrets shall be brought to the attention of the person requesting confidentiality of its trade secrets by certified mail, return receipt requested. The notification shall advise the person requesting confidentiality of the decision of the administering agency regarding release of the confidential information. In no event will such confidential information be released until five days have elapsed from the date notice is sent by registered mail.

(3) Within 72 hours after receipt of notification, the person requesting confidentiality of its trade secrets shall have the burden to initiate appropriate actions at law or otherwise to protect its confidential or trade secrets from disclosure, and must demonstrate that public disclosure of confidential or trade secrets is likely to cause substantial harm to his or her competitive position.

(4) Any individual who releases information containing confidential or trade secrets in violation of the law or this section shall be subject to disciplinary action by his or her employer for malfeasance, misfeasance and willful neglect of official duties, and may further be guilty of misuse of confidential information under KRS 522.040.

(5) The provisions of this section shall in no way prohibit or limit the exchange of information, confidential or otherwise, between public agencies when the exchange is serving a legitimate governmental need or is necessary in the performance of a legitimate government function.

(D) *Disclaimer of liability.* This section shall not create liability on the part of the administering agency for any damages that result from reliance on this section or any administrative decision lawfully made thereunder. All persons are advised to determine to their own satisfaction the level of protection, in addition to that required by this section, necessary or desirable to ensure that there is no unauthorized release of hazardous materials.

(E) *Reporting requirements; determination of reportable quantities.*

(1) *Listed hazardous materials.* The quantity in the column "RQ" for each hazardous material in Appendix A attached to Ord. O-36-88 and incorporated herein by reference is the reportable quantity for that material. The Appendix A list (40 C.F.R. part 302) will be automatically updated at such times as EPA publishes a new list. Reportable quantities may be adjusted higher or lower as provided by division (E)(4) below.

(2) *Unlisted hazardous materials.* Unlisted hazardous wastes designated as hazardous materials have the reportable quantity of 100 pounds, except for those unlisted hazardous wastes exhibiting the characteristics of EP toxicity identified in 40 C.F.R. § 261.24. Unlisted hazardous wastes which exhibit EP toxicity have the reportable quantities listed in Appendix A for the contaminant on which the characteristic of EP toxicity is based. If an unlisted hazardous waste exhibits EP toxicity on the basis of more than one contaminant, the reportable quantity for that waste shall be the lowest of the reportable quantities listed in Appendix A for those contaminants. If an unlisted hazardous waste exhibits the characteristic of EP toxicity and one or more of the other characteristics, the reportable quantity shall be the lowest of the applicable reportable quantity.

(3) *Oil.*

(a) The reportable quantity for releases of oil to waters of the United States or adjoining shorelines is any quantity which violates applicable water quality standards or causes a film or sheen upon or discoloration of the surface of the water or adjoining shorelines, or causes a sludge or emulsion to be deposited beneath the surface of the water or upon adjoining shorelines.

(b) The reportable quantity for releases of oil to the environment other than releases to waters of the United States and adjoining shorelines is 56 gallons.

(c) Notwithstanding any other provision of this section, a release of oil from a properly functioning vessel engine shall not be deemed to be in a reportable quantity; however, this provision shall not be applicable to oil accumulated in a vessel's bilges.

(4) *Higher reportable quantity.* Notwithstanding any other provision of this section, the administering agency may designate a reportable quantity for a hazardous material in excess of the quantity determined under this section if the administering agency determines that the higher reportable quantity is consistent with the purposes and objectives of this section.

(5) *Release of hazardous materials to sanitary sewer system.* Notwithstanding any other provision of this section, any release of a hazardous material to a sanitary sewer system which is prohibited under applicable pretreatment or other regulations governing discharges to the sanitary sewer system shall be deemed to be discharged in a reportable quantity.

(6) *Component hazardous materials release.* A release of a mixture or solution of which a hazardous material is a component shall be considered to be a release in a reportable quantity only where the component hazardous material of the mixture or solution is released in a quantity equal to or greater than its reportable quantity.

(F) *Reporting requirements; notification of Police/Fire Dispatch Center.*

(1) *Notice upon discovery.* Whenever a release (other than an authorized release) of any hazardous material, in a quantity which exceeds the reportable quantity, occurs on any facilities of any kind, the person in charge, upon discovery of such release, or evidence of there having been a release, even though it has apparently been controlled, shall immediately cause notice of the existence of such release, the circumstances of same, and the location thereof to be given to the Police/Fire Dispatch Center.

(2) *Emergency telephone number.* The notice required by this section in the city shall be given by telephoning 859-292-

2222 or such other emergency telephone number as may be designated. This one call will meet the requirement of notifying local agencies and, to the extent permitted under an existing memorandum of understanding, will provide notice to the state's Cabinet for Natural Resources and the Fire Marshal.

(3) *Duty to control release.* The requirements of this section shall not be construed to forbid any person on or about the facilities from using all diligence necessary to control such release prior to the notification to the Police/Fire Dispatch Center, especially if such efforts may result in the containment of the release the abatement of extreme hazard to the employees or the general public. Delays in reporting releases due to in-house notification of off-site owners/supervisors shall not be acceptable and may result in penalties.

(4) *Air releases.* Accidental air releases in excess of the reportable quantities listed in Appendix A attached to Ord. O-36-88 and incorporated herein by reference, or, if unlisted, as prescribed by division (E) above (releases that are required to be reported to state and federal authorities), shall be reported under the requirements of this section.

(5) *Duty to report to federal agencies.* No statement contained in this section shall be construed to exempt or release any person from any other notification or reporting procedure required by any federal agency.

(1984 Code, § 95.50) (Ord. O-40-08, passed 9-23-2008)

ENFORCEMENT

§ 95.125 ENFORCEMENT, FINES AND APPEALS.

This chapter may be enforced by any peace officer, police, citation officer, the City Manager, or his or her designee, the Solid Waste and Recycling Coordinator, any Code Enforcement Officer or any Housing Inspector (hereinafter "enforcement officer"). Violations may be enforced through the city's Code Enforcement Board.

(1984 Code, § 95.60) (Ord. O-48-15, passed 12-8-2015; Ord. O-35-18, passed 8-28-2018)

§ 95.999 PENALTY.

(A) Civil penalties for violation.

(1) Violations of the rules and regulations set forth in this chapter shall constitute a civil offense and an enforcement officer may issue a citation to the person found to be in violation of these sections of the chapter, in accordance with the applicable procedures set forth in Ch. 92 of this code of ordinances. In the event a citation is issued, the citation shall bear a civil penalty in accordance with the fines established in division (E) below, the costs of abatement, or both.

(2) As an alternative to the imposition of civil fines, any person violating the provisions set forth in division (A)(1) above shall be guilty of a misdemeanor and, in addition to or in lieu of any other penalty, the person may be in the sound discretion of the court, directed by the court to pick up and remove from any public place or any private property, with permission of the owner or the person in possession of the property, upon which it is established that the person has deposited litter, any and all litter deposited thereof by anyone prior to the date of the execution of sentence. Violation of any portion of these chapter sections is punishable by a fine of not less than \$100 or more than \$500 and for the removal of litter from areas designated by the courts. Each and every day during which a stationary violation continues, except in cases in which a given time has been allowed for corrective action to be taken, shall be a separate and distinct offense.

(3) As an alternative to the imposition of civil fines, the person responsible for violation of §95.110 of this chapter in relation to a hazardous material release in an amount exceeding the reportable quantity shall be deemed guilty of a misdemeanor and may be fined not more than \$500 per day or imprisoned in the county jail for not more than one year, and if the release involved willful violation, negligence or repeated spills under similar conditions and where a significant quantity of hazardous material is involved taking into account real or potential damage to the environment and threat to the public health. Every incident giving rise to such a release shall constitute a separate offense; however, no person shall be held responsible for more than one violation per day where the violations occur at the same facility and are casually related.

(4) As an alternative to the imposition of civil fines, any person who fails to notify the Police/ Fire Dispatch Center as required by § 95.050 of this chapter shall be deemed guilty of a misdemeanor and may be fined not more than \$500 or imprisoned in the county jail for not more than one year.

(1984 Code, § 95.61)

(B) Civil fines; residential owners and commercial end users. Violations of this chapter shall constitute a civil offense and an enforcement officer may issue a citation to the person found to be in violation of these sections of the chapter, in accordance with the applicable procedures set forth in Ch. 92 of this code of ordinances. In the event a citation is issued, the citation shall bear a civil penalty, in accordance with the fines established in division (E) below, the costs of abatement, or both. Each day that a violation continues to exist after a citation has been issued in accordance with the applicable procedures set forth in Ch. 92 of this code of ordinances may be deemed a separate offense, but in no event shall the fine exceed \$10,000 for any one violation.

(1984 Code, § 95.62)

(C) Civil fines; industrial users. Violations of this chapter shall constitute a civil offense and an enforcement officer may issue a citation to the person found to be in violation of this chapter, in accordance with the applicable procedures set forth in Ch. 92 of this code of ordinances. In the event a citation is issued, the citation shall bear a civil penalty in accordance with

the fines established in division (E) below, the costs of abatement, or both. Each day that a violation continues to exist after a citation or notice of violation has been issued in accordance with the applicable procedures set forth in Ch. 92 of this code of ordinances may be deemed a separate offense, but in no event shall the fine exceed \$10,000 for any one violation.

(1984 Code, § 95.63)

(D) *Penalties for repeat violators.* For each distinct parcel, any owner who has been found to have violated, or on whose parcel an occupant or end user has been found to have violated any provision of this chapter on more than three occasions within a 12-month period may be subject to additional civil penalties for any subsequent violations. This includes, but is not limited to, an automatic doubling of the fines for any violations in excess of three violations within a 12-month period; provided, however, that, no fine for any violation shall exceed \$10,000.

(1984 Code, § 95.64)

(E) *Civil fines.* Violations of this chapter which have been designated as enforceable as civil offense shall be subject to the following schedule of civil fines:

(1) If a citation for a violation of this chapter is not contested by the person charged with the violation, the penalties set forth in this division (E) apply:

RESIDENTIAL SERVICES	
RESIDENTIAL SERVICES	
95.005(B) Collection times	\$25
95.005(C) Placement of carts	\$25
95.005(D) Removal of carts	\$25
95.005(E) Placement of stored cards	\$25
95.005(F) Trash disposal	\$25
95.005(G) Recycling	\$25
95.005(H) Loading of carts	\$25
95.006(B) Bulk item specifications	\$25
95.006(C) Placement of bulk items	\$25
95.006(D) Special pick-ups	\$25
95.006(E) Use of private receptacle	\$25
95.007(A) Use of unassigned carts	\$50
95.007(B) Overloaded carts	\$50
95.007(C) Unscheduled set out	\$50
95.007(D) Improper storage	\$50
95.007(E) Unauthorized use of carts	\$50
95.007(F) Unauthorized waste	\$75
COMMERCIAL SERVICES	
95.020(D) Placement and screening	\$100
95.020(E) Maintenance	\$100
95.021(A) Bagging of waste	\$50
95.021(B) Excessive items	\$75
95.021(C) Unauthorized waste	\$100
95.022(B) Frequency of service/max. carts	\$50
95.022(C) Placement of carts	\$50
95.022(D) Interruption of services	\$100
INDUSTRIAL SERVICES	
95.035(A) Permitting and placement	\$50
95.035(C) Frequency of service	\$50
95.035(D) Maintenance	\$100
95.035(E) Special pick-ups	\$50
95.035(F) Unauthorized waste	\$100
95.035(G) Dangerous disposal	\$100
LITTER PROHIBITED	
95.058 Scattering solid waste prohibited	\$25

95.059 Burning prohibited	\$100
95.075(A), (B) Litter generally	\$30
95.076(A) - (D) Private receptacles	\$100
95.077(A) Public receptacles, private use	\$50
95.077(C) Private property	\$25
95.077(D) Business premises	\$50
95.078 Removal of litter	\$100
95.079(A), (B) Litter in parks/water	\$25
95.080(A) Littering on private property	\$50
HAZARDOUS WASTE	
95.096, 95.097 Permits/prohibited acts	\$2,000
95.110(E), (F) Reporting	\$5,000

(2) If the citation is contested and a hearing before the Code Enforcement Board is required, the following maximum penalties may be imposed at the discretion of the Code Enforcement Board:

RESIDENTIAL SERVICES	
95.005(B) Collection times	\$50
95.005(C) Placement of carts	\$50
95.005(D) Removal of carts	\$50
95.005(E) Placement of stored cards	\$50
95.005(F) Trash disposal	\$50
95.005(G) Recycling	\$50
95.005(H) Loading of carts	\$50
95.006(B) Bulk item specifications	\$50
95.006(C) Placement of bulk items	\$50
95.006(D) Special pick-ups	\$50
95.006(E) Use of private receptacle	\$50
95.007(A) Use of unassigned carts	\$100
95.007(B) Overloaded carts	\$100
95.007(C) Unscheduled set out	\$100
95.007(D) Improper storage	\$100
95.007(E) Unauthorized use of carts	\$200
95.007(F) Unauthorized waste	\$150
COMMERCIAL SERVICES	
95.020(D) Placement and screening	\$200
95.020(E) Maintenance	\$200
95.021(A) Bagging of waste	\$100
95.021(B) Excessive items	\$150
95.021(C) Unauthorized waste	\$200
95.022(B) Frequency of service/ max. carts	\$100
95.022(C) Placement of carts	\$100
95.022(D) Interruption of services	\$200
INDUSTRIAL SERVICES	
95.035(A) Permitting and placement	\$100
95.035(C) Frequency of service	\$100
95.035(D) Maintenance	\$200
95.035(E) Special pick-ups	\$100
95.035(F) Unauthorized waste	\$200
95.035(G) Dangerous disposal	\$200
LITTER PROHIBITED	
95.058 Scattering solid waste prohibited	\$25

95.059 Burning prohibited	\$100
95.075(A), (B) Litter generally	\$30
95.076(A) - (D) Private receptacles	\$100
95.077(A) Public receptacles, private use	\$50
95.077(C) Private property	\$25
95.077(D) Business premises	\$50
95.078 Removal of litter	\$100
95.079(A), (B) Litter in parks/water	\$25
95.080(A) Littering on private property	\$50
HAZARDOUS WASTE	
95.096, 95.097 Permits/prohibited acts	\$2,000
95.110(E), (F) Reporting	\$5,000

(1984 Code, § 95.65)

(F) *Liens*. The city shall possess a lien on real property owned by the person found by a non-appealable final order as defined within § 92.03 of this code of ordinances or by a final judgment of a court to have committed a violation of a city ordinance. Such lien shall include all civil fines, charges, fees and abatement costs incurred by the city. The requirements of § 92.20 of this chapter relating to the perfection of the city's lien interest shall be followed.

(1984 Code, § 95.66)

(Ord. O-48-15, passed 12-8-2015; Ord. O-33-16, passed 11-15-2016; Ord. O-35-18, passed 8-28-2018)

CHAPTER 52: GARBAGE

Section

- 52.01 Definitions
- 52.02 Responsibility for collection
- 52.03 Collection frequency
- 52.04 Collection hours restricted

- 52.99 Penalty

§ 52.01 DEFINITIONS.

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

"ALUMINUM MATERIALS." Cans used to hold beverages, foil, wrappers, containers for prepared foods, screens, frames, lawn chairs, and aluminum siding.

"BULKY ITEMS." All ferrous metal products such as washers, dryers, refrigerators, stoves, hot water heaters, bicycles, and other household goods and appliances, as well as large non-metal items such as furniture, rugs, mattresses, box springs, stereos, and television sets.

"COMMERCIAL ESTABLISHMENT." Any non-residential building or establishment, for profit or non-profit, including, but not limited to, those used for retail, wholesale, industrial, manufacturing, dining, offices, professional services, automobile service, hotels and motels, restaurants, or shipping and receiving areas.

"CORRUGATED CARDBOARD." Paper in which a portion has been made to have a wavy surface (alternating ridges and grooves) and is placed between two (2) flat surfaces for the sake of strength and which is commonly used to form cartons.

"CONSTRUCTION DEBRIS." Demolition materials, broken concrete, broken glass and like material that is not recyclable.

"GARBAGE." Any putrescible animal and vegetable wastes resulting from the handling, preparation, cooking, and consumption of food, as well as small dead animals weighing not over fifteen (15) pounds, and animal excrement.

"GLASS." Bottles and jars, made of silica, sand, soda ash, and limestone, being transparent or translucent, and used for packaging or bottling of various materials. This does not include plastics or glass produces such as window glass, blue glass, flat glass, mirrors, plate glass, safety glass, light bulbs, ceramics, or pieces of broken glass.

"HIGH-GRADE PAPER." Computer paper, tab cards, white letterhead, ledger,

Garbage

and non-glossy copier paper.

"MULTIFAMILY DWELLING." Includes, but is not limited to, apartments, stacked condominiums, cooperatives, or group houses where people reside, and share common entrances.

"NEWSPAPER." Newsprint-grade paper, the common inexpensive machine-finished paper made chiefly from wood pulp, which is printed and distributed. This does not include magazines, slick paper, and telephone books.

"NONPROFIT ORGANIZATION." An established organization or foundation dedicated to public service or culture including, but not limited to, religious, educational, and health care functions. Federal, state, and local governmental establishments are considered nonprofit organizations for purposes of this Ordinance. This term also shall include civic clubs, youth groups, and extra-curricular school organizations.

"NON-RECYCLABLE MATERIALS." Garbage, construction debris, and any other materials that are not designated as recyclable materials.

"OCCUPIER OF LAND." Any residential dwelling, commercial establishment, or nonprofit organization that shall hold title to or shall be in possession of any property in the city, whether as owner, lessee, or tenant.

"OIL." A petroleum-based or synthetic oil that is used as a lubricant for internal combustion engines, transmissions, gears, or axles, and which through use, storage, or handling, has become unsuitable for its original purpose. This does not include oils used for cooking.

"PLASTIC BEVERAGE CONTAINERS." Plastic milk jugs and plastic bottles made of P.E.T. (polyethylene terephthalate), that are used to package soda, seltzer, soft drinks, and the like. This does not include bottles made of other types of plastic.

"RECYCLABLE MATERIALS." Materials, as designated herein, that would otherwise become solid waste that can be source separated, collected, processed, and returned to the economic stream in the form of raw materials or products.

"REFUSE." All solid waste generated by occupiers of land within the city, whether recyclable or Non-recyclable materials.

"SINGLE FAMILY DWELLING UNITS." A dwelling standing by itself, separated from other dwellings by open space, and/or condominium units that have individual/separate access to the exterior of the building at ground level.

"TIN CANS." Steel and tin-coated cans.

Garbage

"WASTE PAPER PRODUCT." All uncontaminated paper material such as magazines, slick paper, books, paper food cartons, cardboard boxes, wrapping paper, bags, and discarded letters and envelopes. This does not include newspapers or high-grade paper.

"YARD WASTE." Plant material, grass cuttings, tree trimmings, hedge clippings, bushes, flowers, roots, branches, and tree limbs not over four (4) feet in diameter, sod and rocks not over four (4) inches in diameter, and similar biodegradable materials.

(Ord. 1997-6-2, passed 8-14-97)

§ 52.02 RESPONSIBILITY FOR COLLECTION.

(A) The city shall contract as often as necessary with a person, firm, corporation, or entity who scavenge for hire to pick up and dispose of debris, garbage, refuse, recyclable and non-recyclable matter from all single family attached, single family detached, and two family residential dwellings units, excluding multifamily dwellings as defined in this chapter.

(B) Debris, garbage, refuse, recyclable and non-recyclable matter produced in stores, restaurants, multifamily units and other commercial establishments shall be disposed of by the owners or occupants at their own expense.

(Ord. 1997-6-2, passed 8-14-97)

§ 52.03 COLLECTION FREQUENCY.

Debris, garbage, refuse, recyclable and non-recyclable matter shall be picked up and disposed of at least weekly or as often as provided by contract. Owners and occupants located in areas that require the owner or occupant to dispose of construction debris, garbage, refuse, recyclable and non-recyclable matter shall dispose of said matter as often as is necessary (at least one time per week) to avoid injury to the health and welfare of the general public.

(Ord. 1997-6-2, passed 8-14-97)

§ 52.04 COLLECTION HOURS RESTRICTED.

All persons and entities are prohibited from emptying commercial refuse dumpsters located within the city during the hours from 10:00 p.m. to 6:00 a.m.

(Ord. 2000-12-2, passed 1-13-00)

§ 52.99 PENALTY.

(A) Violation of this chapter is punishable by fine of not less than fifty dollars (\$50.00) nor more than one hundred dollars (\$100.00) and each day a violation

Garbage

continues is a separate violation. Fines for repeat offenses as within one year of a violation of this chapter shall be increased to not less than one hundred dollars (\$100.00) nor more than two hundred dollars (\$200.00).
(Ord. 1997-6-2, passed 8-14-97)

(B) Violation of § 52.04 shall be punishable by a fine of fifty dollars (\$50.00) for the first offense and one hundred dollars (\$100.00) for each subsequent offense.
(Ord. 2000-12-2, passed 1-13-00)

MUNICIPAL ORDER NO. 05-11-21-01

A MUNICIPAL ORDER OF THE CITY OF ERLANGER, IN KENTON COUNTY, KENTUCKY AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR THE EXCLUSIVE USE OF THE PUBLIC STREETS AND RIGHTS OF WAY OF THE CITY, FOR THE COLLECTION AND DISPOSAL OF ALL SOLID WASTE FROM PROPERTY OF THE CITY AND COLLECTIBLE SOLID WASTE FROM ALL RESIDENTIAL COLLECTION UNITS WITHIN THE CITY.

Section 1.0 Authorization to Expend Funds and Award Bid

The City of Erlanger issued a Request for Proposals for trash/recycling collection for residential units within the City. The Erlanger City Council has reviewed all the proposals and authorizes the Mayor to sign the Agreement with Rumpke regarding the collection of solid waste and more properly described in "Exhibit A" attached and incorporated herein.

Section 2.0 Severability

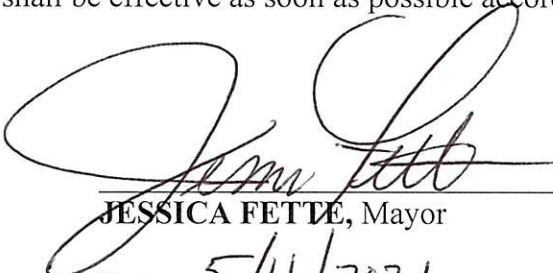
The provisions of this Municipal Order are severable; and the invalidity of any provision of this municipal order shall not affect the validity of any other provision thereof; and such other provisions shall remain in full force and effect as long as they remain valid in the absence of those provisions determined to be invalid.

Section 3.0 Repeal of Conflicting Provisions

All Municipal Orders or parts of Municipal Orders in conflict with the provisions of this Municipal Order are hereby repealed to the extent of such conflict.

Section 4.0 Effective Date

This Municipal Order shall be effective as soon as possible according to law.



JESSICA FETTE, Mayor
Date: 5/11/2021

AGREEMENT

This agreement is by and between the **CITY OF ERLANGER**, a Home Rule City , with its principal office and place of business at 505 Commonwealth Avenue, Erlanger, Kenton County, Kentucky, hereinafter identified and referred to as the “**CITY**”, and Rumpke Waste and Recycling with its principal office and place of business at 3990 Generation Drive, Cincinnati, OH 45251, hereinafter identified and referred to as the “**FRANCHISEE**”; and they are entering into this Agreement for themselves, and for their respective successors and assigns.

WITNESSETH:

WHEREAS, on the 29th day of March, 2021, the City advertised for and solicited sealed bids and proposals for an exclusive franchise agreement for the use of the public streets and rights of way of the City, for the collection and disposal of solid and recycling waste from property of the City, and collectible solid and recycling waste from all residential collection units within the City; and

WHEREAS, in response to the aforescribed solicitation and advertisement, the Franchisee submitted the bid attached hereto and incorporated herein by reference, which shall hereinafter be identified and referred to as the “**bid of the Franchisee**”; and

WHEREAS, the Franchisee submitted its bid pursuant to and in reliance upon the representations that the franchise agreement contemplated that all of the residential collection units in the City would utilize and pay for waste collection and disposal services provided by the franchisee and that the City would require all residential collection units in the City to utilize and to pay for the waste collection and disposal services as provided under the Franchise Agreement; and

WHEREAS, on the 11th day of May, 2021, the City accepted the bid of the Franchisee for once per week curbside pickup with once a week voluntary recycling subscription service for an additional fee, subject to the provisions hereof;

NOW, THEREFORE, in consideration of the mutual and reciprocal covenants included therein, the City and the Franchisee hereby agrees as follows:

Section 1.0 - Definitions

As used in this Agreement, the following words and phrases have the meanings indicated therefore:

1.1 - Applicable Laws

The words “applicable laws” mean each, every, any, and all laws, statutes, ordinances, rules, and regulations of the United States, Commonwealth of Kentucky, County of Kenton, and the City of Erlanger, and any Department, Cabinet, Bureau, Administrative Agency, and any other division of any of them which are in any way related to the collection, transportation, storage, handling, processing, or disposition of any solid waste, or this Agreement in regard thereto, or anything permitted, prohibited, or required thereby.

1.2 - Collectible Household Solid Waste

The words “collectible household solid waste” mean household solid waste, including, without limitation, recyclables, that have been generated by the residential use of a collection unit and both:

(a) Cut and tied into bundles no more than four (4) feet in length and weighing no more than seventy-five (75) pounds, or enclosed within tied bags or covered containers having a capacity of no more than ninety-six (96) gallons, except for large individual items, which will not fit into such containers; and

(b) Placed at the common boundary line between the lot or parcel of real estate upon which the collection unit is located, and the right of way line of any public street upon which such lot or parcel of real estate abuts, or another location agreed upon by the Franchisee or designated by the Director of Public Works or the designee thereof, before the arrival of the employees or other representatives of the Franchisee for the collection thereof, on the day indicated in the collection schedule for that collection unit.

1.3 - Collection Unit

The words "collection unit" mean any separate residence for human beings in the City, other than those located within either: (1) a single separate building with more than four (4) separate residences therein, or (2) a multiple building complex, in which all of the buildings thereof are in the same ownership, and located on one lot or parcel of real estate, or adjoining lots or parcels of real estate in the same ownership, and with at least one building thereof having five or more separate residences therein.

1.4 - Collection Schedule

The words "collection schedule" mean the schedule indicated in the document identified as Attachment B attached hereto and incorporated herein by reference, which identifies the days of the week on which residential solid waste and separately collectable recyclables shall be collected from collection units on each street within the City.

1.5 - Household Solid Waste

The words "household solid waste" means solid waste, including, without limitation, recyclables, which have been generated by the residential use of a collection unit.

1.6 - Mailed

The word "mailed" means mailed with postage prepaid, by U.S. Certified Mail, return receipt requested.

1.7 - Recyclables

The word “recyclables” means the cans, cardboard, paper, glass, aluminum, steel, and plastic items.

1.8 - Recycling Collection Unit

The words “recycling collection unit” mean a collection unit for which either the City or someone else has agreed to pay and pays to the Franchisee the additional monthly fee provided herein for the separate collection of recyclables therefrom.

1.9 - Separately collectable Recyclables

The words “separately collectable recyclables” mean recyclables which have been generated by the City or the residential use of a recycling collection unit; and separated from household solid waste, and prepared for collection in the manner described in Appendix B, attached hereto and incorporated by the Franchisee, and placed for collection at the common boundary line between the lot or parcel of real estate upon which the recycling collection unit is located, and the right of way line of any public street upon which such lot or parcel of real estate abuts, before the arrival of the employees or other representative of the Franchisee for the collection thereof on the day indicated therefore in the collection schedule.

1.10 - Solid Waste

The words “solid waste” have the same meaning therefor provided by K.R.S. 224.01-010(31)(a), except for the following items, which are hereby excluded therefrom: (1) automotive fluids, parts and tires, (2) hazardous waste within the meaning thereof provided by K.R.S. 224.01-010(31)(b), and (3) items designed for the use of freon therein, such as refrigerators and air conditioners, unless all freon has been removed therefrom by a certified technician.

1.11 - Waste Site or Facility

The words "waste site facility" have the same meaning therefore provided by K.R.S. 224.01-010(27).

Section 2.0 - Term

2.1 - Initial Term

The initial term of this Agreement shall be for the two year period beginning at midnight on the evening of June 30, 2021, and ending at midnight on the evening of June 30, 2023, with all required customer notifications occurring before then.

2.2 - Term Extensions

The initial term of this Agreement shall be extended by the City for additional periods of two (2) years each, up to a maximum of four (4) times by causing a written notice thereof to be mailed to the Franchisee, at least (30) continuous calendar days before the beginning of the period of each extension.

Section 3.0 - Duties and Obligations of the Franchisee

At all times during the initial term of this Agreement, and each and every extension thereof pursuant thereto, the Franchisee shall:

3.1 - Documentation

Cause the following documents to be issued and maintained in full force and effect; and provide copies or certificates therefore to the City; and provide the City with written notice of any changes therein more than sixty (60) days prior to the effective date thereof.

3.1.1 - Workers Compensation Insurance

A policy of Workers' Compensation Insurance in compliance with the requirements of Chapter 342 of the Kentucky Revised Statutes.

3.1.2 - Liability Insurance

Policies of liability insurance with the coverages and limits of liability indicated in the attached schedule thereof, in which the insurer agrees to:

a. Defend the Franchisee and City against any and all claims and causes of action, of every kind and nature, for any losses, expenses, costs, attorney's fees, obligations, liabilities, injuries, and damages by anybody else, which are allegedly or actually sustained, incurred and endured by anybody else, and which are in any way related to any act or omission of the City or the Franchisee in regard to the collection, transportation, handling, processing or disposal of solid waste, or this Agreement in regard thereto; and

b. Pay on behalf of the Franchisee and the City, or either or both of them, jointly or severally, any and all sums which either or both of them shall become jointly or severally legally obligated to pay, as the result of any act or omission of the Franchisee or the City, or anybody else, jointly or severally, which is in any way related to the collection, transportation, handling, processing or disposal of solid waste, or this Agreement in regard thereto.

c. Prior to providing waste collection services in the City of Erlanger, the Vendor shall cause to be issued and maintained the following policies of insurance through companies approved by the City in which the coverage of the Contractor is primary and noncontributory in regard to all liability coverage, including, without limitation, excess and umbrella policies:

1) Commercial General Liability insurance on ISO form CG00011001 (or a substitute providing equivalent coverage). The limit shall not be less than \$1,000,000 per occurrence. ***The City of Erlanger must be named as an Additional Insured; the certificate***

shall specify that the coverage afforded is Primary and Noncontributory with respect to any other coverage available to the City of Erlanger.

2) Comprehensive owned and non-owned automobile liability insurance with a minimum combined single limit of \$1,000,000.

3) Workers Compensation Coverage specific to the State of Kentucky.

4) If you are performing construction services, the additional insured status must be provided by a combination of CG20100707 and CG20370704.

5) If your services involve pyrotechnics, mechanical amusement devices, inflatable amusement devices, animals of any type (including petting zoo or pony rides) or any other services that the City of Erlanger deems applicable, you must also provide a Commercial Umbrella policy with a minimum limit of \$1,000,000.

6) If your services include the sale of alcohol, you must also provide evidence of Liquor Liability Coverage with a minimum limit of \$1,000,000.

7) If your services are professional in nature, such as architectural, engineering, consulting or legal, you must also provide evidence of Professional Liability coverage (also known as Errors and Omissions coverage) with a minimum limit of \$1,000,000.

The Vendor shall not commence collection until the City is satisfied with and has approved all of the insurance policies and endorsements required hereby and has received certificates evidencing that the Contractor is insured thereby.

3.1.3 - Licenses and Registration

An Erlanger occupational license; and all other licenses and registrations required by any applicable law for:

- a. Engaging in the business and occupation of collecting, transporting, processing and disposing of residential solid waste pursuant hereto; and
- b. The ownership, operation, maintenance and use of the landfill described in the bid of the Franchisee; and
- c. The ownership, operation and use of any motor vehicles by or on behalf of the Franchisee, in the performance of this Agreement.

3.2 - Solid Waste Collection and Removal

Franchisee shall supply one (1) 95 gallon tote per household, with the option of one (1) additional 95 gallon tote if requested at no additional fee. Smaller totes (35 and 65 gallon) must be readily available for customers who live in neighborhoods with homeowner's associations, in condos, or are physically unable to manage a larger tote. Personal totes can also be used by each household. There shall be no limit to how many totes are set out for collection.

3.2.1 Cause the collectible household solid waste from each collection unit and solid waste from all street litter cans and all other property of the City to be collected and removed once a week, according to the collection schedule; provided, however, that the Franchisee has no obligation to collect household solid waste from any collection unit that has a balance due and owing to the Franchisee that is more than 90 calendar days past the date of the invoice sent to the Franchisee to the owner or occupant of the collection unit. The owner or occupant may be charged a late fee that shall be no more than \$20.00.

3.2.2 Cause all solid waste from all street litter cans and all other property of the City to be collected and removed once a week, according to the collection schedule, at no charge or expense to the City.

3.2.3 Provide all labor, equipment, management and administration necessary for such solid waste collection and removal; and in such a manner that all such collections and removals are:

a. With the use of the motor vehicles and equipment identified in the bid of the Franchisee, or by the use of motor vehicles and equipment equal thereto or better in quality or condition, all of which shall have functional mechanical equipment, for the compaction of household solid waste into enclosed cargo spaces without leaking, and shall be maintained by the Franchisee in a condition which is functional, safe, clean and in conformity with all applicable laws; and

b. By collectors and operators trained and licensed therefore, according to all applicable laws, who shall make all reasonable efforts to safely maintain the continued flow of motor vehicle traffic around the collection vehicles and equipment, while they are on public streets and rights-of-way; and

c. According to the collection schedule; provided, however, that the Franchisee shall have 24 hours to remedy missed collections; and, provided further that unless otherwise agreed by the City and the Franchisee:

1) No solid waste collection shall occur on any street before 7:00 A.M., except in pre-authorized areas (Stevenson Road, Commonwealth Avenue, Turkeyfoot Road, and Dixie Highway), or after 5:00 P.M., prevailing time.

2) No solid waste collection shall occur on any Sunday or the holidays of Thanksgiving Day, Christmas Day, or New Years Day; but solid waste collection services shall occur as scheduled on all other holidays. In those years when Thanksgiving, Christmas, and New Years days occur on any other day other than Sunday, the remaining collection day(s) shall be delayed by one day, so that what should have been collected on these

days shall be collected on the following day that is not Sunday. The Franchisee shall make provisions to ensure no reduction in service occurs during any holiday week.

3) As new homes are constructed and occupied, and existing homes become occupied in the City limits, the franchisee shall provide waste services as required by the contract on the next scheduled day of collection after the customer establishes collections services with the Franchisee. Totes must be delivered within (7) seven days after the customer has contacted the Franchisee.

4) The Franchisee must make their drivers aware of school zones and schedules and arrange collection routes that do not conflict with said schedules.

5) Large items, construction material, and yard waste shall be collected, but must be properly contained , bundled, and/or weigh less than 75 pounds.

6) A bi-annual waste event may be conducted during the spring and fall of every calendar year. The Franchisee shall provide dumpsters, assistance, and waste removal for these events, at no charge. The City reserves the right to determine the dates of the event and the location.

7) If there is street construction underway, the Franchisee must contact the Director of Public Works to gain access to the street, ensuring that delayed services do not occur.

8) In the instance of fluid leaking from equipment, the Franchisee must address the leaking according to protocol with the approval of the Director of Public Works, or his designee.

3.3 - Recycling Collection and Removal

Provide each recycling collection unit with a 65 gallon tote for recyclables; and

cause all of the separately collectible recyclables, from each recycling collection unit, to be collected and removed therefrom, separately from all the other collectible household solid waste therefrom, without any limitation on the quality thereof, according to all applicable laws and the collection schedule therefore, and in the same manner hereinbefore described for the collection of household solid waste. Smaller totes (35 gallon) must be readily available for customers who live in neighborhoods with homeowner's associations, in condos, or are physically unable to manage a larger tote.

The Franchisee may provide recycling dumpsters for two locations in the City, and collect waste deposited in the same on at least a weekly basis at the request of the City. This may continue as a trial period of no less than (6) months and if successful, may continue permanently at the City's discretion. The City of Erlanger reserves the right to choose the locations and the sizes of the dumpsters.

3.4 - Cause all separately collectible recyclables that are collected by the Franchisee pursuant hereto to be disposed of through a recycling process, without being deposited in any waste site or facility.

3.5 - Cause all collectible household solid waste and all separately collectible recyclables that are collected by the Franchisee pursuant hereto, to be disposed of according to and in compliance with all applicable laws.

3.6 - Establish and maintain a procedure for receiving, recording, classifying, evaluating and responding to each, every, any and all complaints about the collection and disposal of recyclables and household solid waste pursuant hereto, and provide the City with a monthly report in regard to such complaints. The Franchisee shall designate a specific contact person assigned to insure a high level of customer service in Erlanger. The contact person's name and phone number shall be provided to the City Clerk. The contact person shall have full authority to

act on behalf of the contractor for the purpose of receiving, investigating, and resolving complaints received regarding solid waste contractor complaints. The contact person shall work closely with the City Clerk's Office to insure all customer complaints are resolved in a timely manner. The contact person shall also work to identify and implement solutions to persistent customer complaints. In the case of alleged missed scheduled collections, the Franchisee shall investigate, and, if such allegations are verified, shall arrange for the collection of the solid waste not collected within twenty-four (24) hours after receipt of complaint. In addition, route drivers shall contact the City Clerk's Office at the end of their route to ensure that there were no missed collections or concerns received that day.

3.7 - Provide the City with written monthly management reports about the collection and disposal of recyclables and household solid waste pursuant hereto, which shall include, at a minimum:

3.7.1 - The volume of household solid waste collected, land filled, and diverted from the waste stream; and

3.7.2 - Other information reasonably required to report about the collection and disposal of recyclables and household solid waste; and

3.7.3 - The number, nature, and source of all complaints received by the Franchisee about the collection and disposal of recyclables and household solid waste pursuant hereto; and the evaluation thereof and the response of the Franchisee thereto; and

3.7.4 - Documentation that all recyclables and household solid waste collected pursuant hereto, has been handled, transported, processed and disposed of according to and in compliance with all applicable laws and the provisions of this Agreement.

Section 4.0 - Fees and Changes of Franchisee

The fees and charges of the Franchisee for the collection and disposal of solid waste shall be limited as follows:

4.1 - Collection Units

The fees and charges of the Franchisee for the collection, removal and disposal of the collectible household solid waste and separately collectible recyclables from collection units shall be no more than those indicated in the following schedule, plus a late fee of \$20.00 for each invoice that is not paid within (90) days after the date thereof, for which the Franchisee shall cause invoices therefore to be mailed to the owner or occupant of each collection unit in months of July, October, January, and April of each year for the following four terms:

<u>Term</u>	<u>Solid Waste Collection Fee</u>	<u>Recyclable Collection Fee</u>
7-1-2021 to 6-30-2023	\$15.45 per month	\$5.50 per month
7-1-2023 to 6-30-2025	\$16.22 per month	\$5.78 per month
7-1-2025 to 6-30-2027	\$17.03 per month	\$6.06 per month
7-1-2027 to 6-30-2029	\$17.89 per month	\$6.37 per month
7-1-2029 to 6-30-2031	\$18.78 per month	\$6.69 per month

The fuel surcharge amount will be determined annually based on data for the first week of March. The fuel surcharge will be in place for twelve (12) months. Any increase or decrease in fuel surcharges will begin the first week of April each year. The first opportunity to enact a fuel surcharge during the contract period will be on April 1, 2022 based on March 22, data.

Average Weekly Fuel Cost Per Gallon (Cost Range)	Fuel Surcharge Amount Per Household Per Month	Fuel Surcharge Amount Per Yard for Front/Rear Load Containers	Fuel Surcharge Amount Per Haul for Roll Off Containers
---	--	--	---

	One Pickup Per Week	Two Pickup Per Week		
3.00 + Below	\$0.00	N/A	\$0.00	\$0.00
3.01 - 3.25	\$0.12	N/A	\$0.02	\$3.00
3.26 - 3.50	\$0.24	N/A	\$0.04	\$6.00
3.51 - 3.75	\$0.36	N/A	\$0.06	\$9.00
3.76 - 4.00	\$0.48	N/A	\$0.08	\$12.00
4.01 - 4.25	\$0.60	N/A	\$0.10	\$15.00
4.26 - 4.50	\$0.72	N/A	\$0.12	\$18.00
4.51 + Above	\$0.84	N/A	\$0.14	\$21.00

The Franchisee shall provide (1) 95 gallon tote per household for waste collection and one (1) 65 gallon tote per participating households for recycling collection. Each resident shall receive one (1) additional 95 gallon tote for waste collection, upon request, at no additional cost.

TOTE RENTAL

Rental Cost Per Tote Per Month for Additional Totes	Rate/Cost 2021/2023	#1 Extension 2023/2025	#2 Extension 2025/2027	#3 Extension 2027/2029	#4 Extension 2029/2031
35 Gallon Tote	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
65 Gallon Tote	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
95 Gallon Tote	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50

4.2 - City

The City shall have no obligation or liability to the Franchisee for any of the fees and charges thereof for the collection, removal and disposal of solid waste and recyclables from collection units. Additionally, the collection, removal, and disposal of solid waste and recyclables from the street litter cans and other property of the City shall be without any fees or charges of the Franchisee, and the City shall have no obligation or liability to the Franchisee therefore.

Section 5.0 - Duties and Obligations of the City

At all times during the initial term of this Agreement, and each and every extension thereof pursuant hereto, while the Franchisee is in compliance with all of the covenants, requirements and provisions of this Agreement, the City shall:

5.1 - Exclusive Franchise

Cause the Franchisee to have an exclusive franchise for the use of the public streets and rights-of-way of the City for the collection, removal, and disposal of household solid waste and recyclables from collection units by motor vehicles.

5.2 - Notification of Collection Units

Provide the Franchisee with a monthly written notice of all collection units to be added to or removed from the collection schedule.

5.3 - Ordinance Enforcement

Enforce all of the ordinances of the City in regard to the collection, removal, and disposal of solid waste and recyclables against the owners and occupants of collection units who are delinquent in the payment of invoices of the Franchisee therefore. The City acknowledges that the Franchisee based its bid on the economy of scale that all residential collection units in the City would utilize and pay for the waste collection and disposal services defined herein and the City warrants that it will enforce the exclusive franchise in favor of the Franchisee and will require all residential collection units to utilize and pay for the waste collection and disposal services contemplated in the Franchise Agreement.

Section 6.0 - Remedies for Violations

Upon each repeated violation of any provision of this Agreement by the Franchisee that occurs more than ten (10) days after the City has mailed a written notice of any previous violation of such provision to the Franchisee, the City may, in addition to any and all

other remedies provided to the City therefore by law, terminate this Agreement, by mailing a written notice thereof to the Franchisee at least thirty (30) continuous calendar days prior to the effective date thereof; and thereupon, the City shall procure the completion of the balance of this Agreement by someone else; and the Franchisee shall and hereby agrees to pay on behalf of the City, and to indemnify and hold the City harmless from any and all costs and expenses to the City therefore, which are over and above what the City would have paid therefore pursuant to

this Agreement between the date of termination and the date of the subsequent term extension nearest to the date of termination (in no event shall such costs be assessed beyond a term extension for which the City has a right to terminate); and any reasonable attorney's fees incurred by the City in the acquisition thereof. In the event of such an occurrence however, the City shall be under a duty to mitigate its losses, damages, and costs.

Section 7.0 - Indemnification

The Franchisee shall and hereby agrees to defend, indemnify and hold the City and the officers, agents, and employees thereof harmless from all claims, demands, and causes of actions, both at law and in equity, for each, every, and and all past, present and future injuries, losses, costs, expenses and other damages sustained and endured by the City, to the extent due to any tortious act or omission of the Franchisee, or the officers, agents, servants or contractors thereof, in regard to the collection, removal, transportation or disposition of solid waste, or Franchisee's breach of this Agreement, including, without limitation, claims for subrogation, contribution or indemnification by third parties or otherwise, and all costs and expenses of the City in the investigation and defense thereof including, without limitation, court costs and reasonable attorney fees.

Section 8.0 - Time of Essence

Time is of the essence of this Agreement.

Section 9.0 - Assignability

This Agreement may not be assigned by either the Franchisee or the City without the written approval of the other.

Section 10.0 - Miscellaneous

This Agreement:

10.1 - Applicable Law

Shall be interpreted, construed, and enforced according to the laws of the Commonwealth of Kentucky.

10.2 - Entire Agreement

Constitutes the complete Agreement of the City and the Franchisee; and all prior proposals, discussions, negotiations, representations, and condition are merged herein. The Specifications shall be made part of the Agreement.

10.3 - Amendment

Shall not be amended, modified, or supplemented without a written agreement in regard thereto signed on behalf of both the City and the Franchisee.

10.4 - Force Majeure

If Contractor believes that it is being, or will be prevented or hindered in the performance of any of the terms, covenants, or conditions of this Agreement by reasons beyond its control, including without limitation fire, flood, riot, military or usurped power, sabotage, any action taken by any governmental authority (which without fault on the part of the Contractor prevents or hinders the performance by Contractor of its obligations hereunder), or an act of God (whether similar or dissimilar to the matters enumerated in the Section), the

Contractor, by written notice to the Contract Administrator, may declare an event of Force Majeure, and to the extent and for the period that performance hereunder is prevented or hindered by such condition or event, Contractor shall be excused from performance of such term, covenant or condition. In the event of such excused non-performance, Contract will promptly notify the Contract Administrator of the services it cannot perform, but nonetheless will use its best efforts to conform as closely as reasonably to the specifications hereunder.

Mayor, City of Erlanger

505 Commonwealth Avenue, Erlanger, Ky. 41018

Rumpke of Ky Inc
(PRINTED NAME OF BIDDER)

3990 Generation Drive, Cincinnati OH 45251
(PRINTED MAILING ADDRESS OF BIDDER)

IN WITNESS WHEREOF, this Agreement has been signed for and on behalf of the Contractor and the City of Erlanger by and through their respective officials on the dates indicated.

CITY OF ERLANGER

BY: [Signature]
JESSICA FETTE, Mayor

Subscribed and sworn to before me, a Notary Public, by Jessica Fette, as Mayor of the City of Erlanger, on June 11, 2021.

[Signature]
NOTARY PUBLIC # 603297
Kentucky, State at Large
Commission Expires 7/17/22

State of Kentucky
County of Kenton

RUMPKE OF KENTUCKY, INC
(PRINTED NAME OF FRANCHISEE)

BY: [Signature]
(Signature of Authorized Representative)

William J. Rumpke, Jr., President
(Printed Name of Representative)

Subscribed and sworn to
William J. Rumpke, Jr.
(Printed Name of Signatory)

before me, a Notary Public, by
for RUMPKE OF KENTUCKY, INC.
(Printed Name of Company)

on June 11, 2021.

[Signature]

NOTARY PUBLIC
Commission Expires 1/21/24
State of Ohio
County of Butler



Gina M. Schueter
Notary Public, State of Ohio
My Commission Expires 1-21-2024

CHAPTER 52: GARBAGE COLLECTION

Section

52.01 Garbage collection franchise exclusive

52.99 Penalty

§ 52.01 GARBAGE COLLECTION FRANCHISE EXCLUSIVE.

So long as there exists an exclusive franchise for the collection of garbage, trash, and refuse in the city which has been granted by the city pursuant to Ordinance 0-2-89 or any subsequent ordinance renewing said franchise or granting another, it shall be unlawful for any person, firm, or corporation other than the person, firm, or corporation to which such franchise has been granted, to enter in and upon the streets and other public ways of the city for the purpose of collecting and hauling away from businesses, homes, dwellings, and other places where necessary, any garbage, trash, and refuse in violation of the exclusive franchise.

(Ord. 0-40-83, passed 12-20-83; Am. Ord. 0-2-89, passed 2-14-89; Am. Ord. 0-11-03, passed 6-10-03) Penalty, see §52.99

§ 52.99 PENALTY.

Any person, firm, or corporation found guilty of violating the provisions of § 52.01 shall be fined not less than \$200 nor more than \$500, or imprisoned for not more than one year, for each offense. Each separate act of collection shall constitute a separate offense.

(Ord. 0-40-83, passed 12-20-83; Am. Ord. 0-11-03, passed 6-10-03)

RATES AND CHARGES

§ 51.20 WASTE COLLECTION CHARGE IMPOSED.

In addition to any occupancy charges, real estate taxes or license or occupational license fees imposed by other ordinances of the city, the owners and occupants of improved real estate and the operators of certain businesses, firms, corporations and individually-operated businesses within the city shall pay to the city a waste, garbage, trash and refuse collection service charge.

('88 Code, § 51.20)

§ 51.21 PERSONS LIABLE FOR CHARGES.

The waste collection service charge imposed pursuant to this chapter, in the case of dwelling or apartment units, shall be imposed against and payable by the record title owner of the real estate as of January 1 of each year, and the record title holder shall be responsible for payment of the charges imposed herein. In the case of businesses, wherein the operator or owner of the business may not be the record title holder of the property, the operator or owner of the business shall be responsible for the payment of the charges herein imposed. In the case of mobile homes or trailers used as a residence or dwelling, the owner of the real estate upon which the trailer or mobile home is situated shall be liable for payment of the charges herein imposed.

('88 Code, § 51.21) (Ord. 1968-7, passed 4-1-68)

§ 51.22 CHARGES.

The amount and rate for waste collection charge shall be as set by the City Council by ordinance from time to time enacted.

('88 Code, § 51.22)

§ 51.23 DUE DATE; DELINQUENT PAYMENTS.

The waste collection service charge provided by this chapter shall be payable on or before October 31 of each year. All waste collection charges remaining due and unpaid after October 31 of each year shall be deemed delinquent, and after that date shall be subject to an additional penalty of 15% of the amount of the charge with interest thereon at 6% per annum until paid.

('88 Code, § 51.23) (Ord. 1968-7, passed 4-1-68)

§ 51.99 PENALTY.

(A) Whoever violates any provision of this chapter shall be guilty of a misdemeanor and shall be fined not less than \$50 for each offense. ('88 Code, § 51.99)

(B) Any violation of this chapter is hereby classified as a civil offense, pursuant to [Chapter 41](#) and KRS 65.8808, and such classification is intended, and shall be construed, to provide an additional or supplemental means of obtaining compliance with the applicable code sections, and nothing contained herein or in [Chapter 41](#) shall prohibit the enforcement of this chapter by any other means authorized by law.

(C) If a citation for a violation of this chapter is not contested by the person charged with the violation, the civil fine to be imposed for each offense shall be \$50 for the first offense, \$90 for the second offense, and \$210 for the third, and thereafter, offense.

(D) If a citation is contested and a hearing before the Code Enforcement Board is required, the maximum civil fine which may be imposed at the discretion of the Board shall be from \$20 to \$200 for the first offense, from \$60 to \$600 for the second offense, and from \$180 to \$1,800 for the third, and thereafter, offense.

(E) Each section of the ordinance violated shall be considered a separate fineable offense. If two or more sections of the ordinance are violated, the fines shall be cumulative and be enforced under the same citation. Each day a violation exists shall be considered a separate offense upon issuance of a separate citation.

(Ord. 1999-13, passed 8-17-99)

(F) The city shall have a lien on all property for which benefit the waste collection charge is hereby levied for payment of that charge, and for all penalties, interest, fees, commissions, charges and other expenses, including court costs and attorneys' fees incurred by reason of any delinquency in payment of that charge, or in the process of collecting them, and such lien has priority over all other obligations or liabilities for which the property is liable.

(Ord. 2013-19, passed 8-5-13)

Cross-reference:

Code Enforcement Board, see [Chapter 41](#)

Disclaimer: This Code of Ordinances and/or any other documents that appear on this site may not reflect the most current legislation adopted by the Municipality. American Legal Publishing Corporation provides these documents for informational purposes only. These documents should not be relied upon as the definitive authority for local legislation. Additionally, the formatting and pagination of the posted documents varies from the formatting and pagination of the official copy. The official printed copy of a Code of Ordinances should be consulted prior to any action being taken. For further information regarding the official version of any of this Code of Ordinances or other documents posted on this site, please contact the Municipality directly or contact American Legal Publishing toll-free at 800-445-5588.

Hosted by: American Legal Publishing Corporation

PROVISIONS FOR FLOOD HAZARD REDUCTION

§ 155.30 GENERAL CONSTRUCTION STANDARDS.

On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;

92.03 CERTAIN CONDITIONS DECLARED A NUISANCE.

accumulation of rubbish. An accumulation on any property of filth, refuse, trash, garbage or other waste material which endangers the public health, welfare or safety, makes the property

unfit for human habitation, or materially interferes with the peaceful enjoyment by owners or occupants of other property in the city because of the danger that it will catch or communicate fire, attract and propagate vermin, rodents or insects, or blow rubbish into any street, sidewalk or property of another.

155.05 DEFINITIONS.

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

CRITICAL FACILITY. Any property that, if flooded, would result in severe consequences to public health and safety or a facility which, if unusable or unreachable because of flooding, would seriously and adversely affect the health and safety of the public. Critical facilities include, but are not limited to: housing likely to contain occupants not sufficiently mobile to avoid injury or death unaided during a flood; schools, nursing homes, hospitals, police, fire and emergency response installations, vehicle and equipment storage facilities, emergency operations centers likely to be called upon before, during and after a flood, public and private utility facilities important to maintaining or restoring normal services before, during and after a flood, and those facilities or installations which produce, use or store volatile, flammable, explosive, toxic and/or water-reactive materials, hazardous materials or hazardous waste.

D ZONE. An area in which the flood hazard is undeterm

ORDINANCE NO. 11-2021

AN ORDINANCE OF THE CITY OF FORT WRIGHT, IN KENTON COUNTY, KENTUCKY, AMENDING SECTION 51.09 OF THE CODE OF ORDINANCES TO SET THE TRASH COLLECTION CHARGE FOR THE FISCAL YEARS 2022 AND 2023.

WHEREAS, the Fort Wright City Council has reviewed the program of waste fees and rates charged.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF FORT WRIGHT, KENTON COUNTY, KENTUCKY, AS FOLLOWS:

SECTION 1

Section 51.09 of the Fort Wright Code of Ordinances is amended as follows:

§ 51.09 WASTE COLLECTION ASSESSMENT.

(A) A waste collection assessment of \$197.00 [483] per year per dwelling unit is hereby levied for the two assessment years beginning July 1, 2021 and July 1, 2022 [2020], and ending respectively on June 30, 2022 and June 30, 2023 [2024], for the purpose of defraying the cost of waste collection in the city.

(B) A "DWELLING UNIT" is hereby defined as a one-family residence, the premises in which a family of one or more resides and, in the case of apartment buildings, each apartment shall be considered a separate dwelling unit unless the apartment building is served by a dumpster.

(C) The waste collection assessment levied by the City Council for the assessment years beginning July 1, 2021 [2020] through June 30, 2022, and beginning July 1, 2022 through June 30, 2023, [and ending June 30, 2024], shall be due and payable to "The City of Fort Wright" [the city] in care of the City Clerk [Treasurer] from and after passage of Ordinance 12-2021 [05-2020]. The amount shall be stated on the tax bill. Anyone failing to pay the assessment by December 31, 2021 and December 31, 2022, respectively [2020], shall be deemed delinquent, and the bill shall have added thereto a penalty of 20% of the amount thereof, and shall bear interest rate of 12% per annum from January 1, 2022 and January 1, 2023, respectively [2024], until paid. The assessment shall constitute a lien upon the property and be collectable in the same manner as tax levied against real estate.

SECTION 2

Any and all ordinances in conflict with this ordinance shall be, and hereby are, repealed to the extent of said conflict.

SECTION 3

If any part of this ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this ordinance are severable.

SECTION 4

That this ordinance shall become effective upon its passage and shall be published under KRS 83A.060(9) and other applicable law. This ordinance may be published by summary.


Passed by City Council on October 6, 2021

CITY OF FORT WRIGHT, KENTUCKY

By: 

Dave Hatter, Mayor

ATTEST:



Maura Russell, City Clerk

FIRST READING: 9-1-2021

SECOND READING: 10-6-2021

PUBLICATION: 10-11-2021

ENQUIRER MEDIA

PART OF THE USA TODAY NETWORK

Advertiser:

CITY OF FORT WRIGHT
409 KYLES LN

COVINGTON KY 41011

LEGAL NOTICE
ATTACHED

This is not an invoice

Account #:CIN-383530

Total Cost of the Ad \$87.88

Last Run Date: 10/11/2021

of Affidavits 1

AFFIDAVIT OF PUBLICATION

Newspaper: CIN-EN Kentucky Enquirer

State of Wisconsin

RE: Order # 0004947751

I, Denise Roberts
of the The Enquirer, a newspaper printed in Cincinnati, Ohio and published in Cincinnati, in said County and State, and of general circulation in said county, and as to the Kentucky Enquirer published in Ft. Mitchell, Kenton County, Kentucky, who being duly sworn, depose and saith that the advertisement of which the annexed is a true copy, has been published in the said newspaper times, once in each issue dated as follows:

10/11/2021

Denise Roberts
Subscribed and sworn to before me this
11th day of October, 2021

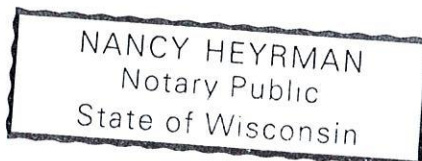
Nancy Heyrman
Notary Public

5.15.23

Commission expires

The City of Fort Wright, Kentucky, has adopted the following ordinances: Ordinance 11-2021 amending Section 51.09 of the Code of Ordinances to set the trash collection charge for Fiscal Years 2022 and 2023; Ordinance 12-2021 establishing the tax rate for the fiscal year beginning July 1, 2021, and ending June 30, 2022, upon real estate, personal and mixed property in the City of Fort Wright, and establishing the time and payment and penalty for non-payment of same; and Ordinance 13-2021 amending Section 37.02 of the Code of Ordinances, establishing requirements for payment of taxes, and protocols for imposition of penalties, interest and attorney fees to be charged in collecting delinquent taxes. The ordinances may be viewed in full on our website at www.fortwright.com/about/city-ordinances.

This advertisement was paid for by the City of Fort Wright, Kentucky, using taxpayer dollars in the amount of \$87.88.
KY, Oct 11, '21 #4947751



COLLECTION AND REMOVAL

§ 50.01 COLLECTION AND REMOVAL FEE.

All residents of the city shall pay the amount set forth in the contract between the City of Independence and a third party trash vendor, after competitive bid, per year for the collection and removal of garbage, trash, recycling and refuse from each resident's premises.

(Ord. 1997-0-18, passed 9-23-97; Am. Ord. 1997-0-24, passed 10-28-97; Am. Ord. 2016-O-06, passed 6-6-16)

§ 50.02 PAYMENT TO BE MADE UPON RECEIPT OF BILL.

Third party vendor shall bill each resident directly each month for trash and recycling collection. Residents shall pay the third party vendor directly, within thirty (30) days of receipt.

(Ord. 6-9-72, passed 9-14-72; Am. Ord. 2-8-82, passed 8-26-82; Am. Ord. 4-8-83, passed 8-25-83; Am. Ord. 2-8-86, passed 8-26-86; Am. Ord. 1994-0-9, passed 4-26-94; Am. Ord. 2016-O-06, passed 6-6-16)

§ 50.03 RESIDENT USERS; OWNER OF PROPERTY RESPONSIBLE FOR PAYMENT.

(A) Each residential unit, whether a single apartment, single unit within a multiple dwelling unit or any line dwelling unit, shall be considered a resident user of the garbage and trash collection and each shall pay the required garbage and trash collection fee under § 50.02.

(B) In the event any tenant or person renting property does not pay the third party trash vendor the sum for garbage and trash collection, the owner of the property shall be responsible for the payment as well as any penalties and interest.

(Ord. 1997-0-18, passed 9-23-97; Am. Ord. 2016-O-06, passed 6-6-16)

§ 50.04 BUSINESSES RESPONSIBLE FOR COLLECTION AND REMOVAL AT THEIR EXPENSE.

All businesses, other than apartments or multiple dwelling units in the city, shall have their garbage, trash, recycling and refuse collected and removed from their premises at their own cost and may either do so through the garbage collection agency of the city, or by private contract, but same shall be removed from the city at least once each week to protect the general health, safety and welfare of the residents of the city.

(Ord. 1997-0-18, passed 9-23-97; Am. Ord. 2016-O-06, passed 6-6-16)

§ 50.05 PENALTY FEE FOR NONPAYMENT.

The third party trash vendor may charge a ten percent (10%) penalty for each bill not paid within thirty (30) days. Interest shall accrue at the rate of one percent (1%) per month.

(Ord. 1997-0-18, passed 9-23-97; Am. Ord. 2016-O-06, passed 6-6-16)

§ 50.06 GARBAGE CONTAINERS.

(A) Any refuse, trash, or garbage that is placed within, at or near the public rights-of-way for pick up by the city's garbage collection contractor(s) shall be so placed no sooner than 4:00 p.m. on the day prior to the regular scheduled pick up, and shall be removed from within, at, or near the public right-of-way no later than midnight the day of regular scheduled pick up. Any and all refuse, trash, or garbage containers so placed shall have a secured lid in place.

(B) This provision shall not apply to any refuse, trash, or garbage that is otherwise subject to special instructions given by the city's trash collection contractor, including, but not limited to such things as recycle bins, old carpet, discarded appliances, and yard waste.

(C) Upon photographic confirmation that refuse, junk, trash, or other debris, that has been placed at the curb for pick-up has not been removed, a Violation Notice may be posted on the property within clear view. The Violation Notice shall provide the date and time of posting and that the violation must be corrected within 48 hours from posting.

(D) Upon the expiration of the 48-hour correction period, and junk, trash, refuse, or other debris may be removed by the city and the property owner shall be billed for the costs thereof, together with the monetary penalty provided for in § 50.99.

(E) If the property owner fails to pay the fee as outlined above within 30 days, the city may file a lien against the real estate of for the amount of the unpaid bill.

(Ord. 2003-O-04, passed 5-5-03; Am. Ord. 2009-O-04, passed 5-4-09)

CHAPTER 30: GARBAGE COLLECTION

30.001	Definitions
30.002	Preparation of refuse
30.003	Refuse containers
30.004	Storage of refuse
30.005	Placement for collection
30.006	Frequency of collection
30.007	Regulations governing refuse collectors
30.008	City to contract for refuse collection
30.009	Waste collection assessment
30.999	Penalty

§ 30.001 DEFINITIONS

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

“ASHES.” The residue resulting from the burning of wood, coal, coke, or other combustible material.

“DISPOSAL.” Includes the storage, collection, disposal, or handling of refuse.

“DWELLING UNIT.” A one (1) family residence, the premises in which a family of one (1) or more persons resides, and in the case of apartment buildings, each apartment shall be considered as a separate dwelling unit.

“GARBAGE.” All animal and vegetable wastes resulting from the handling, preparation, cooking, or consumption of foods.

“PERSON.” Any natural person, association, partnership, firm, or corporation. (1985 Code; Am. Ord. 06-1997, passed 6-9-97; Am. Ord. 04-2001, passed 6-11-01; Am. Ord. 02-2002, passed 6-10-02; Am. Ord. 08-2003, passed 9-8-03; Am. Ord. 05-2004, passed 6-14-04)

§ 30.002 PREPARATION OF REFUSE

- (A) All refuse shall be drained free of liquids before disposal.
- (B) Garbage shall be wrapped in paper or similar material.
- (C) All cans, bottles, or other food containers shall be rinsed free of food particles and drained before disposal.
- (D) Rubbish shall be:

LAKESIDE PARK - GARBAGE COLLECTION

(1) Placed in approved containers; or

(2) Cut and bailed, tied, bundled, stacked, or packaged so as not to exceed thirty-six (36) inches in length and fifty (50) pounds.

(Ord. 02-1973, passed 1-8-73)

Cross reference:

Penalty, see § 30.999

§ 30.003 REFUSE CONTAINERS

(A) Refuse containers shall be made of durable water-tight, rust-resistant material having a close-fitting lid and handles to facilitate collection.

(B) Refuse containers for residences shall be of not less than ten (10) gallons, nor more than thirty-two (32) gallons in capacity. Containers for commercial establishments shall not exceed forty (40) gallons in capacity.

(C) It shall be unlawful to permit the accumulation or residue of liquids, solids, or a combination of such material on the bottom or sides of containers. The interior of containers shall be kept clean by thorough rinsing and draining as often as necessary.

(D) Paper or wooden boxes may be used as containers for rubbish, provided the boxes, when filled, do not exceed thirty-two (32) pounds in weight. Large stones and hot ashes will not be collected.

(E) Large containers to be handled by special equipment may be used if the contract collector has equipment to handle those containers. The containers must have tight lids, and placed on the premises where the collector has ready access.

(Ord. 02-1973, passed 1-8-73)

Cross reference:

Penalty, see § 30.999

§ 30.004 STORAGE OF REFUSE

(A) Each householder, commercial establishment, or person having refuse shall provide himself with approved refuse containers and shall place and keep all refuse in the containers.

(B) Containers shall not be placed on the street right-of-way prior to 6:00 p.m., local time, on the day before scheduled collections, and shall be removed to the rear of the premises before 9:00 a.m., local time, the day following scheduled collections.

LAKESIDE PARK - GARBAGE COLLECTION

(C) It shall be unlawful to place refuse in any street, alley, stream, body of water, or any other public place, or upon private property, whether owned or not, unless the refuse is placed in an approved container as set out in § 30.003.

(Ord. 02-1973, passed 1-8-73)

Cross reference:

Penalty, see § 30.999

§ 30.005 *PLACEMENT FOR COLLECTION*

(A) Refuse containers shall, for the purpose of collection, be placed at ground level, and be made readily accessible to the collector. They shall be placed on the side of the street from which collection is to be made.

(B) Notwithstanding provisions of (A) above, householders, commercial establishments, or other persons, may, by contract with collectors, be permitted to place containers at agreed places upon their premises.

(Ord. 02-1973, passed 1-8-73)

Cross reference:

Penalty, see § 30.999

§ 30.006 *FREQUENCY OF COLLECTION*

(A) Refuse shall be collected twice weekly.

(B) Hotels, restaurants, institutions, and commercial establishments may be required to have more frequent collection, if determined by the City Council to be essential to protect the public health.

(Ord. 02-1973, passed 1-8-73)

Cross reference:

Penalty, see § 30.999

§ 30.007 *REGULATIONS GOVERNING REFUSE COLLECTORS*

(A) *Licensing required.*

(1) No person shall collect, remove, haul, or convey any refuse through or upon any of the streets or alleys of the city or dispose of the same in any manner or place without obtaining a license from the city.

(2) Every person who shall apply for a license under this section shall state the type of refuse to be collected, the manner of collection, and the place and method of disposal.

LAKESIDE PARK - GARBAGE COLLECTION

(B) *Collection vehicles.* All vehicles used for collection of garbage shall be equipped with compacting devices or equivalent types of closed bodies and shall have enclosed cargo space.

(Ord. 02-1973, passed 1-8-73)

Cross reference:

Penalty, see § 30.999

§ 30.008 *CITY TO CONTRACT FOR REFUSE COLLECTION*

The city shall provide garbage and waste collection by contract.
(Ord. 04-1987, passed 6-8-87)

Cross reference:

Contracts, see Table of Special Ordinances, Table 5

§ 30.009 *WASTE COLLECTION ASSESSMENT*

(A) A waste collection assessment shall be levied per dwelling unit annually for the purpose of defraying the cost of waste collection and recycling in the city.

(B) The waste collection assessment shall be due and payable to the office of the City Clerk/Treasurer and shall be stated on the tax bills as prepared for ad valorem taxes.

(Ord. 4-1985, passed 9-9-85; Am. Ord. 4-1986, passed 10-13-86; Am. Ord. 9-1987, passed 10-12-87; Am. Ord. 6-1988, passed 10-10-88; Am. Ord. 4-1989, passed 9-11-89; Am. Ord. 7-1990, passed 6-11-90; Am. Ord. 3-1991, passed 6-10-91; Am. Ord. 8-1993, passed 9-13-93; Am. Ord. 7-1994, passed 9-12-94; Am. Ord. 5-1995, passed 9-11-95; Am. Ord. 6-1996, passed 6-10-96; Am. Ord. 6-1997, passed 6-9-97; Am. Ord. 04-2001, passed 6-11-01; Am. Ord. 02-2002, passed 6-10-02; Am. Ord. 08-2003, passed 9-8-03; Am. Ord. 05-2004, passed 6-14-04)

Cross reference:

Penalty, see § 30.999

Specific rates, see Tables of Special Ordinances, Table 9

§ 30.999 *PENALTY*

(A) Anyone in violation of this chapter or any of its provisions shall be guilty of a violation and shall be fined fifteen dollars (\$15.00). Each day the violation continues shall be considered a separate offense.

(Ord. 02-1973, passed 1-8-73; Am. Ord. 07-1993, passed 8-17-93)

(B) Anyone failing to pay the assessment specified in § 30.009 by December 31 of that year, shall be deemed to be delinquent and the bill shall have added thereto a penalty of ten percent

LAKESIDE PARK - GARBAGE COLLECTION

(10%) and interest of twelve percent (12%) per annum beginning the following January 1 until paid. The assessment shall constitute a lien upon the property and be collectible in the same manner as the tax levied upon the real estate.

(Ord. 06-1997, passed 6-9-97; Am. Ord. 04-2001, passed 6-11-01; Am. Ord. 02-2002, passed 6-10-02; Am. Ord. 08-2003, passed 9-8-03; Am. Ord. 05-2004, passed 6-14-04)

Section

- 50.01 Definitions
- 50.02 Preparation of refuse and garbage
- 50.03 Containers
- 50.04 Storage of refuse and garbage
- 50.05 Collection practices
- 50.06 Waste collection assessments

- 50.99 Penalty

§ 50.01 DEFINITIONS.

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

ASHES. The residue resulting from the burning of wood, coal, coke, or other combustible material.

DISPOSAL. The storage, collection, disposal, or handling of refuse or garbage.

GARBAGE. All animal and vegetable wastes resulting from the handling, preparation, cooking or consumption of foods.

REFUSE. All solid wastes, except body wastes and garbage, and shall include ashes and rubbish.

RUBBISH. Glass, metal, paper, plant growth, wood or nonputrescible solid wastes.

(Ord. 2002-6, passed 4-11-2002; Am. Ord. 2013-11, passed 10-24-2013)

§ 50.02 PREPARATION OF REFUSE AND GARBAGE.

(A) All refuse and garbage shall be drained free of liquids before disposal.

(B) Garbage shall be wrapped in paper or similar material.

(C) All cans, bottles, or other food containers shall be rinsed free of food particles and drained before disposal.

(D) Rubbish shall be either placed in approved containers, or cut and baled, tied, bundled, stacked, or packaged so as not to exceed 36 inches in length and 30 pounds in weight.

(E) Private property owners and/or their tenants shall not place out for collection or otherwise place in the public right-of-way any rubbish, clothing, mattresses, box springs, cushions, carpets, or other items unless the items are completely encapsulated so as to cover and securely envelop all infested items in plastic.

(Ord. 2002-6, passed 4-11-2002; Am. Ord. 2011-20, passed 11-10-2011; Am. Ord. 2013-11, passed 10-24-2013) Penalty, see § 50.99

§ 50.03 CONTAINERS.

(A) Garbage containers shall be made of durable, water-tight, rust-resistant material having a fly-tight lid and handles to facilitate collection.

(B) Refuse containers shall be made of durable water-tight, rust-resistant material having a fly-tight lid and handles to facilitate collection or if plastic bags are used, they shall be of heavy duty construction and securely tied.

(C) Refuse and garbage containers for a residence shall not be less than ten gallons, nor more than 96 gallons in capacity. Containers for commercial establishments shall not exceed 96 gallons in capacity.

(D) It shall be unlawful to permit the accumulation of residue of liquids, solids, or a combination of such material on the bottom or sides of containers, it being the intention of this provision that the interior of containers shall be kept clean by thorough rinsing and draining as often as necessary.

(E) Paper or wooden boxes may be used as containers for rubbish, provided such boxes when filled do not exceed 32 pounds in weight. Large stones and hot ashes will not be collected.

(F) Large containers to be handled by special equipment may be used if the contract collection has equipment to handle such containers. The containers must have fly-tight lids, and be placed on the premises where the collector has ready access.

(Ord. 2002-6, passed 4-11-2002; Am. Ord. 2013-11, passed 10-24-2013)

§ 50.04 STORAGE OF REFUSE AND GARBAGE.

(A) Each householder having refuse and/or garbage shall provide himself or herself with approved refuse and garbage containers and shall place and keep all refuse and/or garbage therein.

(B) Containers shall not be placed on the street right-of-way prior to 6:00 p.m., local time, on the day before scheduled collections, and shall be removed to the rear of the premises before 9:30 a.m., local time, the day following scheduled collections.

(C) It shall be unlawful to place refuse or garbage in any street, alley, street, body of water, or any other public place, or upon private property, whether owned or not, unless the refuse or garbage is placed in an approved container.

(D) Owners and/or their tenants shall encapsulate and securely wrap in plastic any upholstered furniture, mattresses, pillows, cushions, box springs and similar items stored outside of a completely enclosed structure or placed out for collection or otherwise placed in the public right-of-way.

(Ord. 2002-6, passed 4-11-2002; Am. Ord. 2011-20, passed 11-10-2011; Am. Ord. 2013-11, passed 10-24-2013)

§ 50.05 COLLECTION PRACTICES.

(A) For the purpose of collection, refuse and garbage containers shall be placed at ground level, and be made readily accessible to the collector. They shall be on the side of the street from which collection is to be made.

(B) Notwithstanding the provisions of division (A), above, householders, commercial establishments, or other persons may, by contract, with collectors, be permitted to place containers at agreed places upon their premises.

(C) Hotels, restaurants, institutions, and commercial establishments may be required to have more frequent collection, if determined by the City Council to be essential to protect the public health.

(Ord. 2002-6, passed 4-11-2002; Am. Ord. 2013-11, passed 10-24-2013)

§ 50.06 WASTE COLLECTION ASSESSMENTS.

(A) *Fee authorized.* An assessment know as a waste disposal fee is authorized and enacted in the sum of \$13.47 per unit per month pursuant to the terms and conditions of the City of Ludlow's Solid Waste Collection Agreement attached hereto and incorporated herein by reference as Exhibit "A".

(B) *City Treasurer authorized to collect.*

(1) The City Treasurer is authorized, empowered, and directed to effect the assessment and its collection by annual billing after the passage, approval, and publication of this section.

(2) The assessment will be collected annually. The payment of the assessment will be due and payable on or before October 31, unless the thirty-first day falls on a Saturday, Sunday or holiday in which event, the entire amount is due and payable on the next regular business day.

(C) *Delinquencies.* The waste disposal fee bills shall become delinquent, upon non-payment, and that a penalty of 10% shall then be added to the waste disposal fee bills thereafter, and shall bear interest at the rate of 12% per annum from the delinquent date, until paid. Said assessment shall constitute a lien upon the property and be collectible in the same manner as tax levied against real estate.

(D) *Credit of fees and penalties.* All fees and penalties so collected as provided above, shall be credited to the General Fund of the City of Ludlow, without reservation or restriction as to their use.

(E) *Annual billing.* This is an annual assessment fee, which is being billed annually.

(Am. Ord. 6-1998, passed 7-9-1998; Am. Ord. 2005-15, passed 9-8-2005; Am. Ord. 2007-7, passed 8-9-2007; Am. Ord. 2009-6, passed 7-9-2009; Am. Ord. 2011-11, passed 6-2-2011; Am. Ord. 2012-18, passed 9-13-2012; Am. Ord. 2013-4, passed 6-13-2013; Am. Ord. 2015-5, passed 6-25-2015)

§ 50.99 PENALTY.

(A) Any person, firm, or corporation who violates any provision of §§50.01 through 50.05 shall be subject to a civil fine of not less than \$100 per day per violation but not more than \$500 per day per violation, or the cost to the city to abate the public nuisance, or both. Each date that a violation of this chapter continues after due notice has been served in accordance with the terms of this chapter shall be deemed a separate offense to a maximum of \$10,000 per citation.

(B) As an additional alternative remedy to the above penalty, any violator who violates any provision of the city nuisance code and has been previously issued two or more citations of violations of the nuisance code relating to the same property within a 12-month period may be assessed additional civil penalties of \$500 per day per violation to a maximum of \$20,000 per citation.

(C) The city shall possess a lien on property for all fines, penalties, charges, attorney's fees, and other reasonable costs associated with enforcing this chapter and placing a lien on a parcel of real property pursuant to this chapter. The lien shall be superior to and have priority over all other liens filed subsequently, except state, county, school board, and city taxes.

(Ord. 2002-6, passed 4-11-2002; Am. Ord. 2013-11, passed 10-24-2013)

**CITY OF MELBOURNE
CAMPBELL COUNTY, KENTUCKY
ORDINANCE O3-2022**

AN ORDINANCE ESTABLISHING AS ASSESSMENT FOR THE COLLECTION OF WASTE MATERIAL FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023 IN THE CITY OF MELBOURNE, KENTUCKY AND FIXING THE TIME AND PAYMENT AND PENALTY FOR NON-PAYMENT OF SAME.

WHEREAS, City Commission has reviewed the program of waste fees and rates charged, and desires to extend the current contract with Rumpke of Northern KY for a period of one year.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MELBOURNE, CAMPBELL COUNTY, KENTUCKY.

SECTION I

That a waste collection assessment of **One Hundred Eighty Eight Dollars (\$188.00) per dwelling unit** hereby is levied for the assessment year beginning **July 1, 2022** and ending **June 30, 2023** for the purpose of defraying the cost of waste collection in said city.

SECTION II

That a "dwelling unit" is hereby defined as a one (1) family residence, the premises in which a family of one or more resides and in the case of apartment buildings, each apartment shall be considered a separate dwelling unit.

SECTION III

The waste collection assessment levied by the City Commission of the City of Melbourne, Kentucky, for the assessment year beginning **July 1, 2022** and ending **June 30, 2023** shall be due and payable to the City Tax Collector from and after the passage of this Ordinance. Said amount shall be stated on the annual tax bill. Anyone failing to pay the said assessment by December 31, 2022 shall be deemed delinquent, and said bill shall have added thereto a penalty of twenty (20%) percent of the amount thereof, and shall bear interest at the rate of twelve (12%) per annum from **January 1, 2023**, until paid. Said assessment shall constitute a lien upon the property and be collectable in the same manner as taxes levied against real estate.

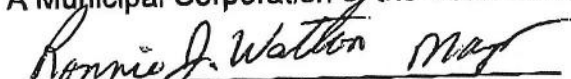
SECTION IV

Any and all Ordinances in conflict with this Ordinance shall be, and hereby are, repealed to the extent of said conflict.


SECTION V

This Ordinance shall take effect and be in full force from and after its passage, publication and recording, according to law.

City of Melbourne, Kentucky
A Municipal Corporation of the Sixth Class.



Ronnie J. Walton, Mayor

Attest: 

Angela Ross, City Clerk

First Reading:	5/9/2022
Second Reading	6/13/2022
Published:	6/23/2022

ADDENDUM

This document serves to add the following to the contract dated April 12, 2016, between the City of Melbourne, Kentucky (the "City") and Rumpke of Kentucky, Inc. (the "Contractor").

It is hereby agreed as follows:

Effective July 1, 2020 and continuing through June 30, 2023 Rumpke shall continue to the exclusive privilege of providing one (1) time per week solid waste collection for all residential unit within the City of Melbourne. Rumpke shall invoice the City monthly as follows:

July 1, 2020 to June 30, 2021	\$14.75 Per Unit Per Month
July 1, 2021 to June 30, 2022	\$15.19 Per Unit Per Month
July 1, 2022 to June 30, 2023	\$15.65 Per Unit Per Month <i>\$188 per month</i>

All other terms and conditions of the original contract dated April 12, 2016 shall remain unchanged.

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

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, blizzards, windstorms, high water table, unusually severe weather), fires, quarantine, labor disputes or strikes, explosion, shortage or failure in the supply of fuel, electric current or other public utility not caused by Contractor's actions, actions or decrees of governmental bodies not caused by Contractor's actions, or any other cause beyond the control of the parties (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party. Upon receipt of notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

The term of this contract extension shall be for three (3) years effective July 1, 2020 and continuing through June 30, 2023. This contract may be renewed for additional option years upon mutual written agreement of both parties.

**CITY OF
MELBOURNE, KENTUCKY**

Mayor

Title:

Ronnie J. Wallons

Witness

Date

5-11-2020

RUMPKE OF KENTUCKY, INC.

William J. Rumpke Jr.

William J. Rumpke, Jr., President

Gina Scheuler

Witness

Date

2/26/20

ORDINANCE NO. 6, 2022

AN ORDINANCE OF THE CITY OF PARK HILLS, IN KENTON COUNTY, KENTUCKY, AMENDING § 51.09 OF THE CODE OF ORDINANCES TO SET THE TRASH COLLECTION CHARGE FOR THE FISCAL YEAR 2022-2023

WHEREAS, in 2016, the City entered into a new contract with Rumpke of Kentucky, Inc. for the purposes of waste and recycling collection in the City;

WHEREAS, based on the terms of its contract with Rumpke of Kentucky, Inc., the City desires to amend its Garbage Collection ordinance to reflect the new charge for trash collection for the fiscal year [~~2021-2022~~] 2022-2023

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF PARK HILLS, KENTUCKY AS FOLLOWS:

SECTION 1

Section 51.09 of the Park Hills Code of Ordinances is amended as follows:

§ 51.09 Cost

(A) Effective July 1, [~~2021~~] 2022 all residents of the city shall pay [~~\$206.88~~] \$237.00 per year per residential unit for the collection and removal of garbage, trash, refuse, and recyclables from each resident's premises once a week.

(B) Payment shall be made by each resident to the Clerk/Treasurer upon receipt of a bill for same between September 1 and September 30, and the city shall act as collecting agent of said garbage assessments payments for the payment of the contract carrier(s) collecting and removing the garbage, trash, refuse, and recyclables from city residents.

(C) All trash, garbage, and recyclables shall be collected and removed from the premises of the residents of city as prescribed in this chapter.

(D) Business houses (and certain designated apartments or multiple-dwelling units) in the city shall have their garbage, trash, refuse, and recyclables collected and removed from their premises at their own cost, and may do so either through the garbage collection agencies of the city or by private contract, but their garbage, trash, refuse, and recyclables shall be removed from the city each week to protect the health, safety, and general welfare of the city.

(E) This section shall be in effect for the period from July 1, [~~2021~~] 2022 through June 30, [~~2022~~] 2023.

(F) Each residence unit, whether a single apartment or single unit within a multiple-dwelling unit of any like dwelling unit, shall be considered a resident user of

the garbage, trash, refuse, and recyclables collection(s), and each shall pay the required garbage, trash, refuse, and recyclables collection fee to the city under this section, except where exempted by specific action of the City Council.

SECTION 2

Any and all ordinances in conflict with this ordinance shall be, and hereby are, repealed to the extent of said conflict.

SECTION 3

If any part of this ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this ordinance are severable.

SECTION 4

That this ordinance shall become effective upon its passage and shall be published under KRS § 83A.060 (9) and other applicable law.

CITY OF PARK HILLS, KENTUCKY

By: _____
Kathy Zembrodt, Mayor

ATTEST:

Julie Alig, City Clerk

FIRST READING: _____
SECOND READING: _____
PUBLICATION: _____

CHAPTER 50: GARBAGE

Section

50.01	Garbage container requirements
50.02	Type and condition of containers
50.03	Owner and tenant responsibility
50.99	Penalty

(D) Notwithstanding provisions above, householders, commercial establishment, or other persons may, by contract with collectors and approval of the city, be permitted to place containers at agreed places upon their premises.
(Ord. 07-1201, passed 1-7-2008; Ord. 12-0501, passed 6-5-2012) Penalty, see § 50.99

§ 50.01 GARBAGE CONTAINER REQUIREMENTS.

(A) Each residential, industrial, institutional, and/or commercial establishment, or person having refuse, shall provide or be provided approved refuse containers and shall place and keep all refuse therein. It shall be the responsibility of the property owner to provide containers to his or her tenants.

(B) Containers shall not be placed on the street right-of-way prior to noon, local time, on the day before scheduled collections, shall be removed before midnight, local time, the day of scheduled collections, and shall be stored so that the containers cannot be viewed from the street(s) (e.g., the container shall be stored at the side or rear of the property being served or within an opaque enclosure or structure such as a shed or garage) until the next designated collection day.

(C) At times of collection by the city, all garbage cans and trash containers shall be placed at the curbside or alley designated by the city. No garbage shall be kept upon any city or public property or neighboring property not in the ownership or tenancy of the person by whom the garbage is accumulated, whether such neighboring property shall be vacant or improved. Refuse containers shall, for the purpose of collection, be placed at ground level and be made readily accessible to the collector.

§ 50.02 TYPE AND CONDITION OF CONTAINERS.

(A) All garbage cans and trash containers shall be maintained in good condition and repair. All receptacles shall be provided with a cover sufficiently tight to prevent flies and/or other insects and/or animals from having access to the contents of the receptacles. Storage of garbage or trash in an open garbage can or trash container is not permitted.

(B) When filled for collection, containers may not exceed a weight limitation of 75 pounds unless stipulated herein.

(C) A non-containerized amount of garden-type trash, such as tree limbs or weeds, may be put out for collection providing the bundle does not exceed 75 pounds. Non-containerized waste shall be suitably bound, lengths not to exceed four feet, and/or boxed or packaged in waterproof containers to permit handling for collection without coming apart.
(Ord. 07-1201, passed 1-7-2008) Penalty, see § 50.99

**§ 50.03 OWNER AND TENANT
RESPONSIBILITY.**

It shall be the responsibility of the owner and any tenant of any property to see that the provisions of this chapter are complied with.

(Ord. 07-1201, passed 1-7-2008) Penalty, see § 50.99

§ 50.99 PENALTY.

(A) Any person violating any of the above noted provisions shall be subject to a fine of not less than \$25 nor more than \$250, and each day of violation of any of the above noted provisions shall constitute a separate offense.

(B) Any person violating any of the above noted provisions may be issued a city parking violation notice and may pay the minimum fine of \$25 to the city at the City Building, 106 Oak Street, Silver Grove, Kentucky 41085. If enforcement is necessary through the Campbell District Court, then the penalty may be up to the amount of \$250 as noted above.

(Ord. 07-1201, passed 1-7-2008)

Section

General Provisions

- 50.01 Definitions
- 50.02 Disposal agreements
- 50.03 Littering generally
- 50.04 Litter and solid waste
- 50.05 Dead animals
- 50.06 Sharp and infected wastes regulated

Litter Control

- 50.15 Short title
- 50.16 Statement of purpose
- 50.17 Prohibitions concerning litter
- 50.18 Specific acts prohibited
- 50.19 Removal of litter
- 50.20 Solid waste collection
- 50.21 Building debris
- 50.22 Heavy users
- 50.23 Industrial and hazardous waste; removal by owner
- 50.24 Enforcement officers and procedures

Annual Solid Waste Service Charge

- 50.35 Rates
- 50.36 Due date
- 50.37 Date when charged against the owner

Citations, Cures and Exceptions

- 50.50 Citations
- 50.51 City cures
- 50.52 Owner cures
- 50.53 Exceptions

- 50.99 Penalty

Appendix A: Violations and fines

GENERAL PROVISIONS

§ 50.01 DEFINITIONS.

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

CODE ENFORCEMENT OFFICER. Any sworn officer of Code Enforcement or any other city employee appointed as a citation officer as authorized by KRS 83A.087.

COMMERCIAL UNIT. A space or a room or group of rooms used or rented, or available for use or rental, as a commercial entity such as an office, factory, store, hotel/motel, bed and breakfast or any other commercial or business purpose. Each such commercial use within a single structure or structures shall be treated and considered as a separate commercial unit.

DUMP-OUTS. Any material emptied from a vehicle or building upon streets, sidewalks, berms, roadsides or public places, or which are emptied onto private property and which can be viewed from the street or by other adjacent properties, other than that which is emptied in the appropriate litter receptacles, and are set out for collection at the times and days provided

in this chapter. Dump-outs include, but are not limited to, removal of abandoned, unused, used, or tenant-owned property from any building, structure, or single family or multi-family residence.

DWELLING UNIT. House or condominium or a room or group of rooms used or rented, or available for use or rental, such as within improved real estate used as an apartment, used or available for use as a residence, temporary or otherwise, and which has its own entrance/exit which can be locked off from other tenants and the general public.

GARBAGE CAN. A can of the type commonly sold as a garbage can or a recyclables can or container, having capacity not less than ten gallons and not to exceed 30 gallons and having two handles upon the sides of the can or a ball by which it may be lifted, or containers commonly referred to as "waste wheelers." All garbage cans shall be watertight. It shall be permissible in residential districts and areas to use three ten-gallon garbage cans in lieu of one 30-gallon garbage can.

HANDBILL. Any printed or written material, excluding newspapers, which advertises for sale any commodity or thing or event of any kind.

HAZARDOUS WASTE. The same meaning as defined by the KRS 224.01-010.

HEAVY USER. A person whose set out on a scheduled collection day exceeds seven 30-gallon cans or three waste wheelers or their equivalent, as defined below.

HEAVY USER CONTAINER. A steel container, with lid, that is designed for rear or front loading collection as specified by the waste hauler's contract.

INDUSTRIAL WASTE. The waste products of canneries, slaughterhouses, packing plants, large quantities of condemned food products, industrial wastes from brick, concrete block, roofing shingle or tile plants, debris and wastes accumulated from land clearings, excavating, building, rebuilding and altering of buildings, structures, roads, streets, sidewalks or parkways by an owner or contractor.

LITTER.

(1) All solid wastes including, but not limited to containers, packages, wrappings, printed matter or other material thrown or deposited upon any street or in any sewer catch basin.

(2) **LITTER** shall also mean any liquid such as oil or anti-freeze dumped or drained onto a city street or sewer catch basin.

LITTER BAG. A bag, sack or other container made of any material which is large enough to serve as a receptacle for litter inside the vehicle or watercraft of any person.

LITTER RECEPTACLE. Those containers used to deposit litter.

MULTI-FAMILY STRUCTURES. Any building containing more than one living unit.

NEWSPAPER. Any newspaper of general circulation, as defined by general law.

NON-COMBUSTIBLE SOLID WASTE. Solid waste materials that are unburnable at ordinary incinerator temperatures (800 degrees F to 1,800 degrees F) such as metals, mineral matter, large quantities of glass or crockery, metal furniture, automobile bodies or parts and other similar material or solid waste not usual to housekeeping or to the operation of stores or offices.

PARK. A reservation, playground, beach, recreation center or any other areas in the city devoted to active or passive outdoor recreation.

PERSON. Any individual, industry, public or private corporation, co-partnership, association, firm or other entity whatsoever.

PRIVATE PROPERTY. Any property not publicly owned or held out for the use by the public.

PUBLIC PLACE. Any area that is used or held out for use by the public whether owned or operated by the public or private interests.

SOLID WASTE. All putrescible and non-putrescible solid and semi-solid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, recyclables, abandoned vehicles or parts thereof and discharged commodities.

STREET. All public rights-of-way which have been designated as being city streets, including alleys, and lying within their boundaries, used primarily for vehicular traffic and shall be synonymous with the terms highway, roadway or boulevard.

SWEEP-OUTS. Any collection of debris or yard waste resulting from cleanup operations, remodeling or rehabilitation operations that is deposited in or around a public place.

VEHICLE. Includes every device capable of being moved upon a public street and in, upon, or by which any person or property is or may be transported or drawn upon a public street, excepting devices moved by human or animal power or used exclusively upon stationary rail or tracks.

WASTE WHEELER. A solid waste container supplied by the city's franchisee and shall consist of either one 95-gallon container, one 65-gallon containers or two 30-gallon containers, per unit. All containers shall be watertight. Any combination

of the use of garbage cans and/or waste wheeler shall be permissible.

WATERCRAFT. Any boat, ship, vessel, barge or other floating craft.

YARD WASTE. All accumulations of grass, grass clippings, or shrubbery cuttings and other solid waste attending the care and maintenance of lawns, shrubbery, vines, trees and tree limbs.

(Ord. 21-12, passed 10-20-2021)

§ 50.02 DISPOSAL AGREEMENTS.

The city has executed an agreement with one or more solid waste disposal companies for collection of garbage. It has also entered into inter-governmental cooperative agreements with other governmental entities for safe disposal of hazardous and non-hazardous waste. These agreements are incorporated by reference and copies of said agreements are on file in the Office of the City Clerk.

(Ord. 21-12, passed 10-20-2021)

§ 50.03 LITTERING GENERALLY.

It is unlawful for any person to cause to exist, litter, place, deposit or suffer to remain upon the street or in the sewer catch basins of the city any litter, yard waste, or solid waste, including hand bills, circulars, paper or any other solid waste matter or material.

(Ord. 21-12, passed 10-20-2021)

§ 50.04 LITTER AND SOLID WASTE.

It is unlawful for any person to throw, place, sweep or drain upon any street or in the sewer catch basins, any litter, solid waste, or yard waste.

(Ord. 21-12, passed 10-20-2021)

§ 50.05 DEAD ANIMALS.

It shall be unlawful for the owner to permit any dead animal to remain upon any public right-of-way without properly disposing of the same. It shall be the responsibility of any person who shall accidentally kill an animal upon any street to notify the City Clerk, code enforcement officer, or police to arrange for or cause disposal.

(Ord. 21-12, passed 10-20-2021)

§ 50.06 SHARP AND INFECTED WASTES REGULATED.

(A) It is unlawful for an individual, person, corporation or other entity to engage in the business of a medical office, dental office, any type of laboratory or any other medically related facility, office or clinic or in the operation of a plasmapheresis facility, as defined by the United States Food and Drug Administration, or similar type facility for the collection, processing, compatibility, testing, storage or distribution of blood and blood components, unless the following requirements are followed, which relate to the disposal of sharp and infective wastes:

(1) After use, all needles, disposable syringes, scalpel blades and other sharp items shall be placed in a puncture-resistant container for disposal:

(a) Blood and other body fluids shall be considered infective and, therefore:

(b) All specimens of blood and body fluids shall be placed in a container designed for such use, with a secure lid to prevent leaking during any transport;

(2) Infective wastes shall either be incinerated or be autoclaved before disposal in a sanitary landfill;

(3) Both disposable and reusable products, which have been contaminated with blood, plasma or body fluids, shall be autoclaved or sterilized prior to appropriate disposition; and

(4) All establishments regulated herein shall comply with the guidelines established with the Federal Centers for Disease Control for the disposal of wastes from the facility.

(B) It is unlawful for any individual, person, corporation, or other entity not engaged in the business of a medical office, dental office or any other health or medical facility, to dispose upon the right-of-way any type of syringe, needle or other sharp items which have been or are capable of being contaminated by blood or bodily fluids.

(Ord. 21-12, passed 10-20-2021)

LITTER CONTROL

§ 50.15 SHORT TITLE.

This subchapter shall be commonly referred to as the "Uniform Litter Control and Garbage and Refuse Policy."

(Ord. 21-12, passed 10-20-2021)

§ 50.16 STATEMENT OF PURPOSE.

(A) The purpose of this subchapter is to accomplish litter control in the city.

(B) This subchapter is intended to place upon all persons within the city the duty of contributing to the public cleanliness and appearance of the city in order to promote the public health, safety and welfare and to protect the economic interests of the people of the city against unsanitary and unsightly conditions.

(C) It is further the intent of this subchapter to protect the people against the health and safety menace and expense incident to littering.

(Ord. 21-12, passed 10-20-2021)

50.17 PROHIBITIONS CONCERNING LITTER.

No person shall throw, drop, deposit, discard or otherwise dispose of litter upon any public place in the city or upon any private property owned by him, her or anyone else or in any waters within the jurisdiction of the city whether from a vehicle or otherwise, except:

(A) When the property is designated by the state or by any of its agencies or the city for disposal of solid waste and the person is authorized by the proper public authority to so use the property;

(B) When depositing into a litter receptacle or other container in a manner that the litter will be prevented from being carried away or deposited by the elements upon any part of the public place or any private property; or

(C) When the person is the owner, agent of the owner, or does have control or custody of the property, or has prior consent of the owner or tenant in lawful possession of the property, or unless the act is done under the personal direction of the owner or tenant and is done in connection with any remodeling, rehabilitation or repair; provided, the litter will not cause a public nuisance or be in violation of any other state or local laws, rules or regulations.

(Ord. 21-12, passed 10-20-2021)

§ 50.18 SPECIFIC ACTS PROHIBITED.

(A) No person, while a driver or passenger in a vehicle, shall throw or otherwise deposit litter upon any public place or upon any private property.

(B) Dump-outs are prohibited.

(C) Depositing handbills on uninhabited or vacant property is prohibited.

(D) No vehicle shall be driven or moved on any street unless the vehicle is so constructed or loaded as to prevent any of its load from dropping, shifting, leaking or otherwise escaping therefrom, except that sand or gravel may be dropped for the purpose of securing traction or water or other substance may be sprinkled on a street surface in the cleaning or maintaining of the street by a public authority having jurisdiction for the same or by persons under contract or other authorization by the public authority.

(E) Any person owning or operating a vehicle from which any glass or other objects of its load have fallen or escaped which would constitute an obstruction or injure a vehicle or otherwise endanger travel upon the public street shall immediately cause the public street to be cleaned of all such glass or other objects and shall pay any cost therefor.

(F) Sweep-outs are prohibited.

(Ord. 21-12, passed 10-20-2021)

§ 50.19 REMOVAL OF LITTER.

(A) Removal of litter and solid waste from private property shall be the responsibility of every property owner and/or tenant in the city.

(B) All owners and/or tenants shall keep the property free of litter and solid waste.

(C) This includes:

(1) In loading/unloading and cleaning out areas of private property;

(2) At repair/construction and demolition sites;

(3) On private premises; and

(4) On sidewalks and steps.

(Ord. 21-12, passed 10-20-2021)

§ 50.20 SOLID WASTE COLLECTION.

(A) Each owner and/or tenant of private property shall comply with the following minimum requirements in disposing of solid waste:

(1) The maximum weight of a loaded garbage can shall not exceed 75 pounds. The maximum weight of a loaded waste wheeler shall not exceed that specified for the size of the individual container.

(2) All garbage cans, waste wheelers and heavy user containers shall be maintained in good condition and repair and shall be subject to inspection by the city.

(B) No garbage can or waste wheeler shall be kept upon any city or public property or neighboring property not in the ownership or tenancy of the person by whom the solid waste is accumulated, whether the neighboring property shall be vacant or improved.

(C) Storage of solid waste in an open garbage can or waste wheeler shall not be permitted.

(D) At times of collection by the city's authorized waste collection contractor, all garbage cans or waste wheelers shall be placed at the curbside or alley designated by the city.

(E) Garbage cans or waste wheelers shall be supplied at all multi-family housing units by every property owner. A minimum of one waste wheeler should be provided per unit. If the number of containers supplied proves insufficient to allow the proper disposal of solid waste, then the property owner shall be required to provide additional containers for the property.

(F) All garbage cans or waste wheelers shall be maintained in good condition and repair. All such receptacles shall be provided with a cover sufficiently tight to prevent flies and/or other insects from having access to the contents of the receptacles. Containers shall be watertight.

(G) All garbage cans or waste wheelers shall be in conformity with the city's existing contracts with the solid waste collection company.

(H) A non-containerized amount of solid waste and/or yard waste not exceeding the volume and weight limits of a garbage can, 75 pounds, shall be suitably bound to permit handling for collection without coming apart. Shrubbery and loose materials must either be placed in an appropriate collection receptacle or tied in bundles not over four feet in length or weighing over 75 pounds. Dry carpet, obsolete flooring materials, if not placed in a proper container, must be cut into four foot lengths and tied into separate bundles, each not weighing more than 75 pounds.

(I) (1) No property owner and/or resident of any premises within the city shall continually deposit any accumulation of solid waste and/or yard waste of such a volume as to be classified as a heavy user as defined herein, on the sidewalks, alley, street or adjacent to the premises of the person by whom the accumulation is made, for removal and disposition by the city.

(2) The property owner and/or occupant may arrange for the private removal and transportation of the solid waste and/or yard waste within a reasonable time after placement.

(J) All persons within the city shall be provided with scheduled collection service and if applicable, large item pickup service.

(K) (1) No person shall place any solid waste for collection on or adjacent to any public way in the city, except on the calendar day designated by the city.

(2) Garbage cans or waste wheelers can be set out no earlier than 5:00 p.m. the evening before the day set for collection and must be returned to storage by the property owner no later than 6:00 p.m. on the day of collection.

(3) Loose items, such as furniture with soft cushions or mattresses shall only be permitted to be put out alongside the garbage cans or waste wheelers in accordance with the specifications of the waste collection contractor, and shall be contained in plastic wrap. Under no circumstances shall loose items that constitute a dump-out be permitted.

(L) The use of garbage bags for regular collection shall only be permitted for the disposal of yard waste, so long as the garbage bags are securely closed and the contents securely contained within the garbage bag.

(M) Recyclable materials shall be considered any items deemed as acceptable recyclable material by the waste hauler of record. Recyclable materials shall be stored in approved recycling containers as determined by the city and/or its waste hauler of record. Putrescible waste shall not be mixed or stored with non-putrescible waste.

(N) All garbage cans or waste wheelers shall be stored in the rear yards of properties, inside enclosed garages, or in the side yards behind the front line of the house. Under no circumstances shall garbage cans or waste wheelers be stored in the front of the house.

(O) No garbage can, waste wheeler, or other items set out for garbage collection shall be placed in a manner so as to obstruct any public right-of-way, sidewalks, and streets.

(Ord. 21-12, passed 10-20-2021)

§ 50.21 BUILDING DEBRIS.

(A) No person engaged in the destruction, alteration, repair, removal or demolition of any building or other structure

whatsoever in the city shall throw, cast or drop, or cause or permit to be thrown, cast or dropped, from any elevation whatsoever, of the building or other structure, into or upon any of the streets, sidewalks, alleys or other public ways of the city, any timber, iron, stone, brick, plaster, shingles, roofing, shavings, chips or other building material rubbish or debris of any kind.

(B) Any person engaged in building construction, repair or demolition may lower and remove from the structure any such debris by the careful use of machinery, elevators, pulleys, buckets, baskets, slides or troughs, or other such appliances as may be deemed by the Building Instructor to be the best adopted to ensure against injury and annoyance to the public in the use and enjoyment of the street or place.

(Ord. 21-12, passed 10-20-2021)

§ 50.22 HEAVY USERS.

(A) (1) New heavy users, after the effective date of this subchapter, shall provide heavy user containers for collection. New multiple-family dwellings with five or more dwelling units shall provide heavy user containers for collection. Existing heavy users, as of the effective date of this subchapter, shall provide heavy user containers for collection wherever the city determines it is possible.

(2) In the event that the heavy user containers do not prove adequate to accommodate the amount of solid waste generated at a particular property or business, then the property owner shall be required to increase the number of weekly collections at the site or the number of refuse containers for the site by making necessary arrangements through the waste provider.

(B) (1) Heavy user containers shall be located where they are readily accessible from the public rights-of-way. To the maximum extent possible, these containers shall be stored in the rear of each site and placed at least ten feet from combustible portions of a building.

(2) The containers shall be placed on a concrete slab and be shielded from visibility by a solid enclosure and city-approved landscaping.

(Ord. 21-12, passed 10-20-2021)

§ 50.23 INDUSTRIAL AND HAZARDOUS WASTE; REMOVAL BY OWNER.

Industrial waste and hazardous waste and non-combustible solid waste shall be removed by the owner, occupant, operator or contractor performing the work in compliance with state and federal laws and regulations.

(Ord. 21-12, passed 10-20-2021)

§ 50.24 ENFORCEMENT OFFICERS AND PROCEDURES.

(A) Enforcement of this subchapter may be made by any police officer, safety officer, or code enforcement officer. The officer may issue a warning or a citation to any violators.

(B) The officer shall have the power and authority to enter upon private or public property for the purpose of inspecting and investigating conditions relating to the enforcement of the provisions of this chapter.

(C) The citation shall bear a minimum and maximum penalty amount thereon, payable within seven days of issuance.

(D) Failure to pay or appeal the citation issued to the Code Enforcement Board within seven days from service of the citation shall result in a waiver of the right to a hearing to contest the citation, as well as a waiver of all appeals to the Campbell District Court, and shall be deemed as a final admission that the violation was committed, and that the imposition of the civil fine as set forth in this chapter is reasonable and appropriate.

(E) Thereafter, the Code Enforcement Board shall be permitted to file a lien against the subject real estate to secure payment.

(Ord. 21-12, passed 10-20-2021)

ANNUAL SOLID WASTE SERVICE CHARGE

§ 50.35 RATES.

(A) The owners of real estate improved by a building or dwelling occupied by one family shall pay an annual waste fee. This fee will be determined by receiving bids for the service within the city.

(B) The owners of real estate improved by a building or dwelling occupied by two or more apartment units, condominiums, or townhouses shall pay an annual waste fee per each apartment unit, condominium, or townhouse.

(C) Individual business owners, firms, or corporations operating businesses shall contract separately for solid waste and recyclable collection with the city's solid waste contractor.

(D) Business utilizing dumpsters in lieu of curbside waste collection, including apartment complexes with 20 or more units, shall contract with a waste collection company of their choice.

(E) All fees include at a minimum, one waste pickup and one recyclable pickup per week.

(Ord. 21-12, passed 10-20-2021)

§ 50.36 DUE DATE.

The waste collection service charge to be paid to the city is due on or before November 30 of every calendar year. The charge shall be delinquent as of December 1 of every calendar year. All delinquencies shall be assessed a penalty of 10% of the amount due and shall bear interest at the rate of 1% per month compounded annually until paid. Further, all delinquencies shall become a lien upon the real estate of the property located in the city for which the collection service charge is due.

(Ord. 21-12, passed 10-20-2021)

§ 50.37 DATE WHEN CHARGED AGAINST THE OWNER.

The waste collection service charge provided by this chapter shall be charged against the property owners on January 1 of each year, and shall be itemized on the property owner's tax bill.

(Ord. 21-12, passed 10-20-2021)

CITATIONS, CURES AND EXCEPTIONS

§ 50.50 CITATIONS.

(A) The city, by and through its code enforcement officers, peace officers and safety officers may issue citations and impose fines, penalties and/or surcharges related to a violation of any provision of this chapter and the costs incurred for the abatement of any violation, including, but not limited to attorney fees, for each violation of this chapter. Commercial and industrial end users, and owners of commercial, residential, multi-unit residential or mixed use parcels upon which a violation has occurred shall be responsible for responding to the citation, and for the payment of any fine, penalty, or surcharge imposed thereunder.

(B) Appeals of any citation, fine, penalty or surcharge imposed under this chapter shall be taken to the Code Enforcement Board by filing a written appeal with the City Clerk within seven days of the activity being appealed. An appeal shall not cause a stay of the officer's order to remediate or abate any violation of this chapter.

(Ord. 21-12, passed 10-20-2021)

§ 50.51 CITY CURES.

In addition to the penalties provided in this chapter, the city reserves the right to cure or abate any condition existing on a parcel that constitutes a violation of this chapter in order to minimize any threats to the general safety, health and welfare of its residents at the owner's or commercial end user's sole expense. The city shall be able to recoup its labor and all out-of-pocket costs, expenses, fees, and charges from the owner of the parcel or the commercial end user, and to place a lien on the property in the event that the city's costs are not paid within seven days from when the city serves a written invoice for payment upon the responsible party.

(Ord. 21-12, passed 10-20-2021)

§ 50.52 OWNER CURES.

Upon receipt of a notice of violation or citation issued by the code enforcement officer, peace officer or safety officer under this chapter, the owner of any residential or multi-unit residential parcel and/or commercial or industrial end users may cure a condition that constitutes a violation of any provision of this chapter by commencing action to cure the violation within one hour of having received notice of the violation. Failure to cure the violation shall result in the imposition of the penalties provided in this chapter, as well as the costs of the city if it opts to cure under § 50.51.

(Ord. 21-12, passed 10-20-2021)

§ 50.53 EXCEPTIONS.

Upon a showing of good cause or hardship and in accordance with applicable laws and regulations, the Mayor, or his/her designee, upon recommendation of the code enforcement officer, peace officer, or safety officer, may make exceptions to the requirements of this chapter. Such exceptions shall be in writing and placed in the records maintained by the City Clerk.

(Ord. 21-12, passed 10-20-2021)

§ 50.99 PENALTY.

(A) Any person who shall violate any provision of this chapter shall be subject to the civil fines as set out in Appendix A, as adopted.

(B) In addition to the penalties set out in Appendix A, any person in violation of any provision of this chapter may also be assessed additional fines, charges, fees, and surcharges incurred by the city as a result of enforcing this chapter. If any citation remains unpaid after 30 days from the date of the expiration of any appeal deadline, or the decision of the Code

Enforcement Board, whichever comes later, then the city shall assess a 10% penalty upon the unpaid amount. In addition, from the date of the delinquency forward, there shall be assessed interest on the unpaid amount at the rate of 12% per year, until paid.

(C) These penalties are not exclusive of each other and a person may be assessed multiple penalties and citations for any one violation of the provisions of this chapter.

(D) The city and its officers are authorized to cause a lien to be placed on any property with unpaid fines, costs, assessments, or surcharges arising from enforcement of any provision of this chapter, and the lien shall be subject to penalties and interest and shall include the city's filing costs and attorney fees.

(E) Each day that a property remains non-compliant with the provisions of this chapter shall be considered a separate offense, subject to the penalties, charges, and fees provided herein.

(F) In addition to the penalties and fines provided herein, any violation of the provisions of this chapter may be considered as grounds for the suspension, termination, denial, or revocation of any license or privilege issued to the property owner by the city, including, but not limited to occupational and rental licenses.

(Ord. 21-12, passed 10-20-2021)

APPENDIX A: VIOLATIONS AND FINES

Violation	Minimum Fine	Maximum Fine
Violation	Minimum Fine	Maximum Fine
Pedestrian dropping litter	\$50	\$250
Litter thrown from vehicle	\$50	\$250
Dump-outs	\$50	\$500
Vehicle load improperly secured or not tarped; load escape	\$25	\$125
Depositing handbills or uninhabited, vacant property	\$25	\$125
Sweep-outs	\$25	\$125
Improper disposition of construction waste	\$50	\$500
Damaging/defacing litter receptacles	\$25	\$125
Use of litter receptacles for household/business solid waste	\$50	\$500
Solid waste was burned	\$50	\$500
Improper disposition of waste at construction, demolition or repair sites (i.e. dropping shingles off roof onto public property)	\$25	\$125
Non-containerized solid waste not suitably bound for collection falls apart; garbage cans and waste wheelers set out prior to 5:00 p.m. the day before collection or not removed within 12 hours of collection	\$25	\$125
Solid waste in garbage bags	\$25	\$125
Garbage cans and waste wheelers not secured at top	\$25	\$125
Remodeling, rehab, repair solid waste in excess of seven calendar days	\$25	\$125
Inadequate number of litter receptacles in parking lot	\$25	\$125
No litter receptacles in commercial/industrial loading/unloading area	\$25	\$125
<i>Littered property:</i>		
Loading/unloading areas	\$25	\$125
Repair/construction/demolition areas	\$25	\$125
Residential	\$25	\$125
Storage of garbage cans or waste wheeler on city, public or neighboring property	\$25	\$125
Garbage cans or waste wheelers not set out at area designated by city	\$25	\$125
Solid waste stocked in open garbage can/waste wheeler	\$25	\$125
Owner not supplying garbage cans or waste wheeler at multi-family units	\$25	\$125

Garbage cans or waste wheelers not maintained in good repair and sufficiently tight and waterproof cover	\$25	\$125
Large accumulation of solid waste not removed by owner/occupant	\$25	\$125
New multi-family dwellings not providing heavy user containers	\$25	\$125
Industrial and hazardous waste not removed by owner/occupant	\$25	\$125

(Ord. 21-12, passed 10-20-2021)

CHAPTER 50: GARBAGE

Section

General Provisions

- 50.01 Definitions
- 50.02 Depositing, dumping or accumulating garbage
- 50.03 Depositing or accumulating junk

Waste Collection Assessment

- 50.15 Assessment on residential units
- 50.16 Statement of assessment
- 50.17 Due date; delinquency
- 50.18 Businesses and multiple-family dwellings to provide own trash collection

Collection Requirements

- 50.30 Trash to be placed at curb
- 50.31 Persons delinquent not to place trash for collection
- 50.32 Container specifications

- 50.99 Penalty

Editor's Note:

Please see the assessment ordinance setting the garbage assessment in the City of Villa Hills; the most recent ordinance passed is Ord. 2006-6, passed on 8-16-2006

GENERAL PROVISIONS

§ 50.01 DEFINITIONS.

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

RESIDENTIAL UNIT. Single-family or two (2) family dwelling. A two (2) family dwelling shall constitute two (2) **RESIDENTIAL UNITS**.

RUBBISH, TRASH, or REFUSE. Includes all other waste material not included as **WASTE** or **GARBAGE** except for motor vehicles and parts, building materials, concrete, tree limbs, branches, or roots not in bundles less than four (4) feet, tires, and furniture. These items are deemed to be junk.

WASTE or GARBAGE. Includes refuse of animals, fruit or vegetable matter, kitchen and household waste, paper, and food containers.

§ 50.02 DEPOSITING, DUMPING OR ACCUMULATING GARBAGE.

(A) It shall be unlawful to deposit or permit to accumulate any waste, trash, or garbage of any kind or nature on any public street, alley, or other public property within the city, except as provided elsewhere herein in preparation for collection.

(B) It shall be unlawful to dump or place any waste, trash, or garbage on any premises within the city without the consent of the owner of the premises.

(C) Any violation of § 50.02(A) or (B) is hereby classified as a civil offense pursuant to KRS 65.8808 and §§ 32.01*et seq.* and such classification is intended, and shall be construed, to provide an additional or supplemental means of obtaining compliance with divisions (A) and (B) above, and nothing contained herein, or in §§ 32.01*et seq.* shall prohibit the enforcement of divisions (A) and (B) above by any other means authorized by law, specifically, without limitation, the provisions of § 50.99.

(1) If a citation for a violation of division (A) or (B) above is not contested by the person charged with the violation, the civil fine to be imposed for each offense shall be seventy-five dollars (\$75) for the first offense; one hundred fifty dollars (\$150) for the second offense; and two hundred fifty dollars (\$250) for the third, and thereafter offense.

(2) If a citation is contested and a hearing before the Code Enforcement Board is required, the maximum civil fine which may be imposed at the discretion of the Board shall be from twenty dollars (\$20) to two hundred dollars (\$200) for the first offense; from sixty dollars (\$60) to six hundred dollars (\$600) for the second offense; and from one hundred eighty dollars (\$180) to one thousand eight hundred dollars (\$1,800) for the third, and thereafter, offense.

(3) Each section violated shall be considered a separate fineable offense. If two (2) or more sections are violated, the fines shall be cumulative and enforced under the same citation. Each day a violation exists shall be considered a separate offense without the requirement to issue a separate citation.

Penalty, see § 50.99

§ 50.03 DEPOSITING OR ACCUMULATING JUNK.

(A) All matter not constituting waste, rubbish, trash, refuse, or garbage, shall be deemed to be junk. It shall be unlawful for any person to deposit or permit to accumulate or dump any matter deemed to be junk on any public street, alley or any other public property within the city.

(B) Any violation of division (A) above is hereby classified as a civil offense pursuant to KRS 65.8808 and §§ 32.01*et seq.* and such classification is intended, and shall be construed, to provide an additional or supplemental means of obtaining compliance with division (A), and nothing contained herein or in §§ 32.01*et seq.* shall prohibit the enforcement of division (A) by any other means authorized by law, specifically, and without limitation, the provisions of § 50.99.

(1) If a citation for a violation of division (A) is not contested by the person charged with the violation, the civil fine to be imposed for each offense shall be seventy-five dollars (\$75) for the first offense; one hundred fifty dollars (\$150) for the second offense; and two hundred fifty dollars (\$250) for the third, and thereafter, offense.

(2) If a citation is contested and a hearing before the Code Enforcement Board is required, the maximum civil fine which may be imposed at the discretion of the Board shall be from twenty dollars (\$20) to two hundred dollars (\$200) for the first offense; from sixty dollars (\$60) to six hundred dollars (\$600) for the second offense; and from one hundred eighty dollars (\$180) to one thousand eight hundred dollars (\$1,800) for the third, and thereafter, offense.

(3) Each section violated shall be considered a separate fineable offense. If two (2) or more sections are violated, the fines shall be cumulative and be enforced under the same citation. Each day a violation exists shall be considered a separate offense without the requirement to issue a separate citation.

Penalty, see § 50.99

WASTE COLLECTION ASSESSMENT

§ 50.15 ASSESSMENT ON RESIDENTIAL UNITS.

(A) Effective July 1, 2018, a waste collection assessment in the amount of one hundred ninety-seven dollars and forty cents (\$197.40) per year is hereby levied on each occupiable building within the city (except as otherwise provided herein) for the purpose of defraying the cost of waste collection and removal in the city. This assessment shall be levied and assessed annually for a period of July 1 to June 30. The waste assessment fee shall be subject to increase or decrease annually as the cost of the service changes.

(B) That area of the city commonly referred to as Prospect Point, to which the city does not provide garbage services as are provided to the remaining areas of the city, shall not be subject to this assessment.

(Am. Ord. 2007-08, passed 8-15-07; Am. Ord. 2008-8, passed 9-9-2008; Am. Ord. 2009-8, passed 10-21-2009; Am. Ord. 2010-4, passed 9-15-2010; Am. Ord. 2011-5, passed 8-29-2011; Am. Ord. 2015-13, passed 9-9-2015; Am. Ord. 2018-8, passed 9-19-2018)

§ 50.16 STATEMENT OF ASSESSMENT.

The City Clerk is directed to annually prepare and forward a statement of the waste collection assessment to every owner of the residential unit subject to the assessment. The statement shall provide information regarding the amount of the assessment, the date when the assessment shall be due, the date when the assessment shall be deemed delinquent, and the penalties and interest to be imposed on delinquent payment. The waste collection assessment shall be charged to the property owner of record who shall be responsible for payment. The statement of the waste collection assessment shall be included on the annual ad valorem tax bill for the property.

(Am. Ord. 2020-2, passed 2-19-2020)

§ 50.17 DUE DATE; DELINQUENCY.

(A) The waste collection assessment shall be due and payable on October 1 of each year and shall be deemed delinquent from November 30 each year or following the next business day if said date shall fall on a weekend or a holiday, at which time the waste collection assessment shall be deemed delinquent. The delinquent waste collection assessment, along with all collection costs, including reasonable attorney's fees, shall constitute a lien on the property served for a period of ten (10) years from the date due, and shall be collectible in the same manner as ad valorem property taxes.

(B) In the event the party responsible for the payment of the waste collection assessment becomes delinquent in the payment, the city shall have the right to cease collection of waste from the residential unit so delinquent until such time as the waste collection assessment is paid in full.

(C) For the purpose of determining if a payment is made on-time, the City Clerk is authorized to accept a postmark no later than November 30th or the next business day if said date falls on a weekend or a holiday and any payment received in the drop box no later than the regular opening of the City Clerk's office on the first business day following November 30th as proof of on-time payment.

(Am. Ord. 2015-13, passed 9-9-2015; Am. Ord. 2020-2, passed 2-19-2020)

§ 50.18 BUSINESS AND MULTIPLE-FAMILY DWELLINGS TO PROVIDE OWN TRASH COLLECTION.

All businesses and multiple-family dwellings in excess of two (2) residential units shall provide at their own expense for their own trash collection and removal from these premises on a weekly basis, or on a more frequent basis if required in order to protect the general health and welfare of the residents of the city.

Penalty, see § 50.99

COLLECTION REQUIREMENTS

§ 50.30 TRASH TO BE PLACED AT CURB.

Occupants of all residential units shall place the trash for collection at the curb in front of the residential unit no earlier than the day prior to the day scheduled for collection at that residential unit. The receptacle, of the type designated hereafter, shall be removed from the curb and returned to the premises of the residential unit prior to midnight on the day of collection.

Penalty, see § 50.99

§ 50.31 PERSONS DELINQUENT NOT TO PLACE TRASH FOR COLLECTION.

It shall be unlawful for owners or occupants who are delinquent in the payment of the waste collection assessment to place waste or waste containers containing waste at the curb for collection. This action by the owner or occupant of the residential unit shall subject the owner or occupant to prosecution for theft of services.

Penalty, see § 50.99

§ 50.32 CONTAINER SPECIFICATIONS.

All waste shall be placed for collection in standard (not to exceed 90 gallons) metal or plastic garbage cans with lids and handles for carrying, or placed in plastic trash bags made of heavy plastic which must be secured tightly and be of sufficient thickness and strength to prevent the contents enclosed from leaking or tearing under normal handling; each garbage can or bag shall not exceed sixty-five (65) pounds.

Penalty, see § 50.99

§ 50.99 PENALTY.

Violations of this chapter shall be enforced by the city code enforcement officer and board designated as the Code Enforcement Board for the City of Villa Hills and shall be subject to the schedule of civil fines as contained in § 92.99 of the Villa Hills Code of Ordinances.

(Ord. 2019-6, passed 7-17-2019)

CHAPTER 51: GARBAGE

Section

51.01 Unauthorized collection

51.99 Penalty

§ 51.01 UNAUTHORIZED COLLECTION.

So long as there exists an exclusive franchise for the collection of garbage, trash, and refuse in the city, which has been granted by the city pursuant to Ordinance No. 1989-12 for any subsequent ordinance renewing the franchise or granting another, it shall be unlawful for any person, firm, or corporation, other than the person, firm, or corporation to which such franchise has been granted, to enter in and upon the streets and other public ways of the city for the purpose of collecting and hauling away from businesses, homes, and dwellings and other places where necessary, garbage, trash, and refuse in violation of said exclusive franchise.

(Ord. 89-12, passed 6-26-89) Penalty, see § 51.99

§ 51.99 PENALTY.

Any person, firm, or corporation found guilty of violating the provisions of § 51.01 shall be guilty of a misdemeanor and shall be fined not less than two hundred dollars (\$200) nor more than five hundred dollars (\$500) or imprisoned for not more than one year for each offense and each separate act of collection shall constitute a separate offense.

(Ord. 89-12, passed 6-26-89)

City Franchise Agreements

**CONTRACT FOR
RESIDENTIAL SOLID WASTE & CURBSIDE RECYCLING
COLLECTION SERVICES**

This contract is entered into this 14th day of December, 2020 by and between the **City of Alexandria, Kentucky**, hereinafter referred to as “City” and **Rumpke of Kentucky, Inc.**, hereinafter referred to as “Contractor” and consists of the following: City of Alexandria’s Request for Proposal and Contract Specifications, Rumpke’s November 20, 2020 bid proposal, and this document.

NOW AND THEREFORE, it is agreed as follows:

Effective January 1, 2021 and concluding December 31, 2023 Rumpke will provide one (1) time per week solid waste collection for all residential and commercial hand-service units within the City of Alexandria. There shall be no limit on properly contained or bundled items set out by residential units. This would include large and/or bulky items to be collected along with the regular trash. Commercial hand-service units will be limited to two (2) 90-gallon carts or four (4) 30-gallon containers per week. One (1) 95-gallon trash cart will be provided upon request for each residential and/or commercial hand-service customer at no charge.

Once per week curbside recycling collection will be provided on the same day as regular trash collection. Each residential and commercial hand-service unit will be provided with an 18-gallon recycling bin (or a 65-gallon recycling cart upon specific request).

Rumpke shall provide the necessary containers and service for all City facilities and/or City-sponsored events at no additional charge for the term of this contract.

Solid waste and curbside recycling collection will be provided on Wednesday of each week between the hours of 7:00 AM and 4:00 PM. All services will be provided in strict accordance with the City's Contract Specifications.

Rumpke shall invoice the City monthly, based on 3,719 units with any additional units added at the quoted unit rates as necessary, as follows:

January 1, 2021 to December 31, 2023: \$17.33 Per Unit

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

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, blizzards, windstorms, high water table, unusually severe weather), fires, quarantine, labor disputes or strikes, explosion, shortage or failure in the supply of fuel, electric current or other public utility not caused by Contractor's actions, actions or decrees of governmental bodies not caused by Contractor's actions, or any other cause beyond the control of the parties (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party. Upon receipt of notice, all obligations under this contract shall be immediately suspended. If

the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

The term of this contract shall be for three (3) years effective January 1, 2021 and continuing through December 31, 2023. This contract may be renewed for two (2) additional option years at the City's option and at the rates set forth as follows:

January 1, 2024 to December 31, 2024: \$17.85 Per Unit

January 1, 2025 to December 31, 2025: \$18.38 Per Unit

IN WITNESS WHEREOF, the City of Alexandria, by its duly authorized representative, hereunto subscribes its name; and Rumpke of Kentucky, Inc., by its duly authorized representative, hereunto subscribes its name this 14th day of December, 2020, effective as of January 1, 2021.

**CITY OF
ALEXANDRIA, KENTUCKY**

RUMPKE OF KENTUCKY, INC.

Jan Johannmann
Title City Clerk

William J. Rumpke, Jr., President

John Hackworth
Witness

Witness

12/14/2020
Date

Date

Jan Johannemann

Executive Order 2020-12

From: Andy Schabell
Sent: Monday, December 14, 2020 3:10 PM
To: Jan Johannemann
Subject: solid waste bid

Pursuant to KRS 83A.130(7), I am delegating the Mayor's responsibility for signing the "Contract for Residential Solid Waste & Curbside Recycling Collection Services" to City Clerk, Jan Johannemann. This contract is between the City of Alexandria and Rumpke of Kentucky, Inc., which will become effective January 1, 2021 and concluding December 31, 2023.

Thank you,

Andy Schabell

RESIDENTIAL SOLID WASTE CONTRACT

This **RESIDENTIAL SOLID WASTE CONTRACT** ("Contract") is entered into by and between the **CITY OF BELLEVUE KENTUCKY**, a municipal corporation located at 616 Poplar Street, Bellevue, Kentucky 41073 ("City") and **REPUBLIC SERVICES OF OHIO HAULING, LLC**, 11563 Mosteller Road Cincinnati, Ohio 45241 ("Contractor").

RECITALS

WHEREAS, City wishes to contract with Contractor for the services of residential solid waste removal and the Contractor did on the 5th day of May, 2016 submit a bid to provide solid waste collection and removal services within the corporation limits of the City of Bellevue and perform such work as agreed to within this document; and

WHEREAS, Contractor represents it is willing to perform such services.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties do hereby contract, franchise and agree as follows:

1. DEFINITIONS. For the purpose of this Contract the term "solid waste" shall include all solid refuse and putrescible wastes generated from uses situated within the service area of the City being more specifically defined in the following categories:

A. Residential Solid Waste. "Residential Solid Waste" shall include any material such as garbage, rubbish, trash, or similar material generated as a result of normal household activities.

B. Food Wastes. "Food Wastes" shall include garbage defined as the organic waste of animal, fish, vegetable, or fruit matter resulting from the storing, processing, preparation, or cooking of food for human consumption.

C. Rubbish and Trash. "Rubbish and Trash" shall include combustibles such as paper, wood, yard waste, bagged leaves, and similar material and non-combustibles such as metal, glass, stone and other materials but excluding construction waste. Also included is tree and brush material which must be bundled into lengths not exceeding five (5) feet long, nor more than eighteen (18) inches in diameter.

D. Bulky Wastes. "Bulky Wastes" shall include household furniture and appliances such as chairs, tables, stoves, refrigerators, and hot water heaters, etc. not containing Freon or CFC's.

2. TERM OF CONTRACT. The term of this Contract shall be for a period beginning on July 1, 2016 and ending on June 30, 2021 unless terminated pursuant to this Contract. City may extend Contract up to two (2) times for a period of two-years each time in its sole discretion. The maximum length of the contract is nine years. If the City does not notify the contractor sixty (60) days prior to the end of any contract period, the contract shall automatically renew for the succeeding two (2) year period. The options require the City to agree on the renewal of the contract for the succeeding two (2) year period. Copies of the fees are attached hereto and incorporate

herein.

3. SCOPE OF SERVICES. The work done under the Contract shall consist of the collection, transportation, and disposal of residential and commercial solid waste and shall include all labor, materials, equipment and other items necessary to complete the service in accordance with the Contract.

A. Contents of Refuse. It shall be the responsibility of contractor to collect, transport and dispose of all residential and commercial solid waste as defined herein. The following materials are not acceptable and the Contractor will not be obligated under the proposed contract to collect and dispose of:

- i. Dangerous materials or substances such as poisons, acid, caustics, infected materials, and explosives;
- ii. Materials resulting from the repair, excavation, or construction of buildings or structures, such as earth, plaster, mortar, concrete, roofing material, lumber, plumbing fixtures, and other similar materials;
- iii. Materials that have not been prepared for collection in accordance with the provisions of these specifications or City Ordinances;
- iv. The solid waste resulting from industrial processes;
- v. Human or animal body wastes;
- vi. Medical waste including, but not limited to, needles, syringes, blood, plasma, and bones;
- vii. Tires; and
- viii. Other waste as prohibited by federal, state, or local laws and regulations.

It shall be the responsibility of the Contractor to verify the contents of the refuse. The Contractor shall inform and maintain a list for the public of all items that they will not collect during regularly scheduled pick-ups.

B. Handling of Waste Containers. The Contractor shall exercise all reasonable care and diligence in handling the waste containers. The City will cooperate in requiring residents and owners to provide and maintain suitable containers, and the Contractor must exercise due care in preventing damage thereto and shall return all containers in an erect position with covers in place at their original location, and not in driveways, sidewalks (where applicable), streets or alleys. Cans and containers shall not be thrown or tossed. The Contractor must report at the close of the next working day to the City any violations of the refuse storage ordinance or any unsanitary conditions. Containers that are broken or otherwise fail to meet health and safety measures shall be classified as rubbish and, after due notice to the owner, may be collected as rubbish by the Contractor.

C. Residential Collections. The following shall apply to all residential collections:

- i. All residential units shall be afforded once a week pick-up on Mondays, Tuesdays, Thursdays, and Fridays of the week.
- ii. Residential service shall be defined as six (6), 90-gallon containers of solid waste material for each unit.
- iii. Tree and brush material which must be bundled into lengths not exceeding five (5) feet long, nor more than eighteen (18) inches in diameter.
- iv. Curbside and alley refuse pickup shall be provided. Provisions shall be made to pickup in alleys and in narrow rights-of-way when necessary.
- v. Curbside shall mean that portion of the roadway adjacent to paved or traveled roadways including alleys. Proper locations of containers at curbside shall be the responsibility of the customer. Failure of the Contractor and the customer to agree on this proper location shall be decided by the City.
- vi. Residential routes may be separated from commercial or high volume stops at the discretion of the Contractor with the approval of the City.
- vii. The Contractor shall provide two large item pickup per unit per week. The cost of this service shall be included in the per unit rate established.
- viii. On all roads, adequate methods shall be utilized on each refuse truck to ensure the continued flow of traffic.
- ix. Standby equipment must be available and ready to operate in case of breakdown or accidents involving the regular equipment.
- x. Citizen complaints, such as missed pickup, shall be addressed by the Contractor in a timely manner.
- xi. Pickups shall be made in each City no earlier than 6:30 am and not later than 3:00 pm, except in commercial areas on Fairfield Avenue.
- xii. The Contractor shall provide the City with maps and schedules of collection routes and keep such information current at all times. The contractor shall provide annually to the City a schedule of the next year's holiday schedule. In the event of proposed changes in routes or schedules that will alter the day of pickup, the Contractor shall obtain prior approval of the City. Upon approval of such changes, the Contractor shall so notify each customer affected by means approved by each City and with adequate time before changes commence. The Contractor acknowledges the City's right to alter routes or schedules dependent on special events, parades, construction projects, and other on-regular occurrences, and will comply accordingly.

xiii. In the event that a regularly scheduled collection is missed and a complaint is received by either City or Contractor, and where no fault can be found on the citizen's part, a special collection of the service location will be required of the Contractor before the conclusion of the following workday of the notification of the complaint. In the event that the fault falls upon the citizen, the Contractor will collect the service location within two (2) workdays of notification when requested by the City to do so. The City will only request such service in extraordinary situations where health hazards, nuisances, or hardships may occur if the location is left un-serviced at the time of the request.

xiv. Contractor shall have an employee stop by the City Building of each City after each collection day to determine if there were any complaints or missed pickups.

D. Commercial Collections. The following shall apply to all commercial collections:

i. Work completed under the contract shall consist of the collection, transportation, and disposal of commercial/industrially generated municipal solid waste products. Not to include industrial/commercial hazardous, toxic, flammable or medical waste products.

ii. Commercial customers disposing of solid waste products as described in (A) above in an amount equal to no more than six (6), 90-gallon containers of solid waste material shall be considered the same as residential customers and afforded once per week pickup.

iii. Commercial services in excess of those specified herein above, (greater collection volumes, additional collection days, and larger containers) shall be at the customer's expense to be negotiated and contracted with Contractor. Commercial units that produce more than residential units shall contract independently with the Contractor.

iv. The customer and Contractor shall determine safe and proper location of commercial containers with Contractor having right of refusal.

v. Additional terms and conditions between the commercial customer and the Contractor shall be as agreed upon and evident by the parties' contract.

E. City Facility Collections. The Contractor shall provide the following services to the City and City Facility:

i. Contractor shall provide to the City of Bellevue Public Works facility twenty-four (24), 40-yard dumpsters each year free of charge including delivery, collection and disposal.

ii. The Contractor shall provide to the Bellevue High School a dumpster (Not to exceed 6 Cubic Yards Capacity free of charge including delivery, collection, and disposal.

iii. Contractor will include at no cost to the City solid waste and recycling pickup

services on the same schedule as other residential collection in the City and 4 Cubic Yards Capacity and four (4) recycling totes at the City Building (616 Poplar Street).

iv. Contractor agrees to provide at no cost up to two (2) times per year to the City two (2) additional forty (40) yard dumpsters for five (5) consecutive days of each year of the contract period for the collection of waste from special events, street sweeping activities, spring/fall cleanup, or other City sponsored events.

v. The Contractor agrees to provide the fees and services contained in this bid for any natural disasters declared by FEMA. If additional dumpsters, pickups or services are required these services and fees will be billed to the City at the fees included in this bid.

vi. The Contractor will provide corrugated cardboard boxes or similar type disposable boxes with liners to serve as trash cans to assist in the collection and appropriate disposal of trash at various city sponsored community/recreational events. City can request a quantity of disposal boxes, not to exceed 100, for each year of the contract period.

vii. The Contractor shall empty the City owned waste receptacles on the streets of the City as outlined by the City.

viii. The Contractor will provide a shred day up to two (2) times per fiscal year for the City.

viii. The Contractor will provide the City with the use of twelve (12) Port-O-Lets and two (2) hand sanitizer stations per fiscal year at no cost to the City and will lock in a rate of \$90/unit for each additional Port-O-Let and \$90/unit for each additional hand sanitizer station through the length of the contract and renewal terms.

F. Hours of Operation. Collection of waste shall not start before 6:30 am and must end prior to 3:00 pm. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Contractor.

Exceptions to include:

- 1) No Collection on Fairfield Avenue during peak traffic hours.
- 2) No collections near schools during opening and dismissal hours
- 3) No collections shall be made on Sundays, Thanksgiving Day, Christmas Day, and New Years Day.

G. Safeguards. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as determined by either the Contractor or the City, reasonable to protect the life and health of employees on the job, safety of the public, and to protect property in connection with the work covered by this contract.

H. Route of Collection. Contractor shall submit a map designating the collection routes to the City for approval. The Contractor may from time to time propose to the City, for

approval, changes in routes or days of collection. Upon approval of the proposed changes, the Contractor shall give written notice to the change in service to the affected service units not less than fifteen (15) days prior nor more than twenty-one (21) days prior to the change in service to the affected service units. Both sides of the streets or rights-of-way will be collected on the same day when said streets or right-of-ways are established boundaries of the routes.

I. Complaints. All complaints shall be made directly to the City and forwarded to the Contractor and shall be given prompt and courteous attention by Contractor. In the case of alleged missed scheduled collections, the contractor shall investigate, and, if such allegations are verified, shall arrange for the collection of the solid waste not collected within twelve (12) hours after the complaint is received.

J. Collection Equipment. The Contractor shall provide an adequate number of vehicles and containers for regular collection services. All vehicles and other equipment shall be kept in good repair, good appearance, and in a sanitary condition at all times. Each vehicle shall be clearly marked on each side with the identity and telephone number of the Contractor. Vehicle bodies or other containers used for the collection and transportation of garbage, rubbish, or other waste materials containing putrescible matter shall be of the enclosed, load packer type, weather tight, leak proof, constructed of durable metal and easily cleanable. All collection vehicles must be equipped with radio/dispatcher equipment or an advanced communication system. The Contractor shall provide the City with a list of all collections equipment upon its request.

K. Office. The Contractor shall maintain a centrally located office with sufficient communication to the service area so as to insure prompt responses to the customer. At a minimum, a toll free number shall be provided and shall be operational during all hours of collection.

L. Transport. All material collected and transported by the Contractor shall be so contained, tied or enclosed so that leaking, spilling or blowing are prevented. The Contractor shall not litter premises in the process of making collections. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter.

M. Disposal. Disposal of all materials hauled by the Contractor will be the responsibility of the Contractor to properly dispose of.

N. Contractor Personnel. The Contractor shall have sufficient personnel necessary to permit the Contractor to adequately and efficiently perform all services described in this Contract. The Contractor's personnel shall service the public in a courteous, helpful and impartial manner. Care shall be taken to prevent damage to a resident's property. The Contractor's personnel shall be clean and presentable and the Contractor shall comply with all federal, state and local labor and wage laws.

O. Recycling. Contractor shall provide information to the public about how the members of public may acquire, setup, and participate in recycling services through the Contractor.

P. Newly Developed and Annexed Areas. The Contractor will, within one week of

notification by the City, provide waste collection and removal services of the same frequency and quality required by the Contractor to newly developed and annexed areas as the rate stated in the Contractors proposal.

Q. Regular Contact Between Parties. The Contractor agrees to make weekly, in-person contact with City personnel, or the Contractor may make other arrangements after prior approval from the City for contact by phone prior to the earlier of departing the city or 4:30 pm.

4. FEES FOR SERVICE. The parties agree that yearly rate for collection will be \$106.80 per unit. The charges for services shall be billed to each unit by the City. Units will be based upon the total count of parcels that the Campbell County PVA publishes to establish the City of Bellevue's property tax rate for each fiscal year. For FY 2016-17, the total number of parcels is 2,768.

The City shall pay the Contractor in monthly installments.

5. OCCUPATIONAL LICENSE. Contractor agrees to acquire all state, county, and city occupational licenses to conduct business within the City of Bellevue.

6. INDEPENDENT CONTRACTOR. Contractor's relationship with City will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. No part of Contractor's compensation will be subject to withholding by City for the payment of any social security, federal, state or any other employee payroll taxes. Contractor shall not have any entitlements with City to include retirement or workers compensation.

7. FUEL SURCHARGE. The Contractor will be granted a one-time adjustment to the Contract price if the average price of diesel fuel (as cited by AAA's Daily Fuel Gauge Report) exceeds five (\$5.00) dollars per gallon for a period exceeding three (3) consecutive months. Contractor will be allowed a three (3%) percent price adjustment to the contracted amount for the remainder of the fiscal year in which the price adjustment is applicable. If the price of diesel fuel remains above \$5.00 at the start of the next contract period (fiscal year), the fuel surcharge will remain in place until such time as the average price of diesel fuel drops below \$5.00 per gallon for three (3) consecutive months.

8. INSURANCE. The Contractor shall at all times during the Contract, maintain in full force and effect, Worker's Compensation Insurance, General Liability Insurance, Bodily Injury Liability Insurance, Automobile Liability Insurance, Property Damage Liability Insurance and Excess Umbrella Coverage. All insurance shall be provided by insurance providers acceptable to the City having a Best Rating of not less than "A+" (or equivalent rating) and in amounts acceptable to the City as outlined below. The City shall be notified not less than thirty (30) days in advance of cancellation or alteration of such coverage by the insurance provider.

For the purpose of the contract, the Contractor shall carry the following types of insurance with the City of Bellevue as an additional insured in at least the limits specified below:

Coverage

Limits of Liability

Workmen's Compensation	Statutory
General Liability	\$1,000,000 per occurrence
	\$5,000,000 aggregate
Bodily Injury Liability	\$1,000,000 per occurrence
	\$5,000,000 aggregate
Automobile Liability	\$1,000,000 per occurrence
Property Damage/Liability	\$1,000,000 per occurrence
Excess Umbrella Coverage	\$2,000,000

In lieu of providing excess umbrella coverage, the Contractor may choose to provide comparably adjusted occurrence and aggregate limits.

All insurance required under the terms of the Contract shall name the City as additional insured and shall provide a thirty day notice to the City in the event of a material alteration or cancellation of any coverage prior to the effective date of said alteration or cancellation. Copies of all policies required under this Contract shall be furnished to the City.

9. PERFORMANCE BOND. The Contractor shall secure a performance bond in the amount equal to the total of the first two years of the contract before the contract award or signing. A performance bond in an amount equal to the next two (2) successive years of proposal must be submitted sixty (60) days before starting the two (2) year period. The Contractor shall give thirty (30) days notice to the City of any change or alteration on the performance bond.

In the event the Contractor fails to submit the above mentioned performance bonds, in a timely manner, a breach of the contract shall exist. The Contractor shall be responsible for all damages incurred by each City as a result of acquiring a new Contractor to fulfill the obligations of the successful bidder. Damages as use herein shall also include attorney fees incurred in curing the breach.

10. INSPECTION OF RECORDS. The Contractor shall make available for inspection and/or copying by the City, all records and accounts relating to the work performed or the services provided in this contract.

11. CONTRACTOR PROPERTY. The Contractor shall maintain a complete inventory of all real property, building, furnishings, containers, vehicles and any other pieces of equipment necessary for the performance of this contract and shall furnish the City with such inventory upon request.

The Contractor shall inform the City of all additions and deletions to said inventory within a reasonable time, but not more than fifteen (15) days following any transaction or upon request.

The Contractor shall maintain the existing equipment, or replace equipment with equipment purchased from nationally known or recognized manufactures for waste collection and removal.

All equipment shall be kept in good repair, appearance and in a sanitary clean condition at all times. The Contractor shall have available at all times, reserve equipment which can be put into service and

operation within two (2) hours of any breakdown. Such reserve equipment shall substantially correspond in size and capability to the equipment used by the Contractor to perform its duties hereunder.

12. CONTRACTOR'S LIABILITY. Contractor shall pay all just claims due for the payment of all employees and mechanics for labor that shall be performed for the payment of all materials and equipment furnished and for the payment of material and equipment rental which is actually used in the performance of the contract. The Contractor shall upon request, submit evidence satisfactory to the City, that all payrolls, equipment or material bills, and other indebtedness pertaining to the performance hereof have been paid.

13. FAILURE TO PROVIDE SERVICES. Should the Contractor fail to provide the solid waste collection and removal, other than from causes such as natural acts of God, riots, war, federal, state or local regulation changes, fires or other differences beyond the reasonable control of the Contractor, required by this agreement for a period in excess of one (1) working day, the City may take the following actions:

A. Employ such means as it may deem advisable and appropriate to continue work until such matter is resolved and the Contractor is again able to carry out his operations under this contract.

B. Deduct any and all operating expenses incurred by the City from any money then due or to become due the Contractor and, should the City's cost of continuing the operation exceed the amount due the Contractor, collect the amount due, either from the Contractor or surety, or both and also to assert a lien on all properties of the Contractor.

C. During such period, the liability of the City to the Contractor for loss or damage to equipment and facilities so used shall be that of bailee for hire, ordinary wear and tear being specifically exempt from such liability.

D. If the Contractor is unable, for any cause, to resume performance at the end of fifteen (15) consecutive work days, all liability of the City to the Contractor under this agreement shall cease and the City shall be free to negotiate with other Contractors for the operation of said solid waste service and/or take the actions provided below for bankruptcy, default, breach of contract. Such actions shall not release the Contractor herein of his liability to the City for such breach of agreement.

E. In the event the Contractor shall be adjudged bankrupt, either by voluntary or aggregate proceedings, then this contract shall immediately terminate and in no event shall this contract be, or treated as, an asset of the Contractor after adjudication of bankruptcy. If Contractor shall be proven insolvent, or fail in business, this contract may be terminated at the option of the City.

F. All terms, conditions and specifications of the contract are considered material and failure to perform any part of the Contract shall be considered a breach of contract. Should Contractor fail to perform any of his contractual obligations, the City may at its option, terminate the contract five (5) days after written notification to the Contractor to remedy the violation and pursue all other available remedies available under the law.

14. TERMINATION OF CONTRACT. If Contractor is adjudged as bankrupt or insolvent, or if Contractor makes a general assignment for the benefits of their creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if they file a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if they repeatedly fail to supply sufficient skilled workmen or suitable materials or equipment or if the Contractor repeatedly fails to make prompt payments to subcontractors for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations, or if he otherwise violates any provision of the Contract documents, the City may, without prejudice to any other right or remedy and after giving the Contractor and his surety a maximum to any other right or remedy and after giving the contractor and his performance bond a maximum of five (5) days from delivery of a written notice, terminate the services of the Contractor and take possession of the materials, equipment, tools, and machinery thereon by the Contractor and continue the service by whatever method he may deem expedient.

Where the Contractor's services have been so terminated by the City, said termination shall not affect any right of the City against the Contractor then existing or which may thereafter accrue. Any retention or non-payment of monies by the City due the Contractor shall not discharge the Contractor from compliance with the Contract documents.

If, through no act or fault of the Contractor, the service is suspended for a period of more than ninety (90) days by the City or under an order of court of other public authority, City fails to act on any request for payment within thirty (30) days after it is submitted, or the City fails to pay the Contractor substantially within thirty (30) days of its presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the City, terminate the Contract and recover from the City's payment for all services executed and all expenses sustained. In addition, in lieu of terminating the contract, if the City has failed to act on a request for payment, or if the City has failed to make any payment as aforementioned, the Contractor may upon ten (10) days written notice to the City, stop the service until the Contractor has been paid all the amounts then due, in which event and upon resumption of the service, change orders shall be issued for adjusting the charges to compensate for the cost and delays attributable to the stoppage of the service.

15. NOT A PUBLIC UTILITY OR FACILITY. Contractor acknowledges and understands that the award of this franchise from City DOES NOT confer on the Contractor any immunity from any zoning regulations; DOES NOT confer on any facilities owned or operated by the Contractor the status of "Public Facility" as defined in KRS 100.11; and DOES NOT confer on the Contractor any special status equal to, or as a subdivision of the City of Bellevue, or any other governmental status.

16. COMPLIANCE WITH LAWS. Contractor shall perform services in conformity with the laws, ordinances, rules and regulations of the Commonwealth of Kentucky, County of Campbell, and the City of Bellevue. In the event that the Contractor incurs significant increased costs as a result of imposition of new governmental regulations not in effect at the time of acceptance of said contract and which regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials, then the City may, after negotiation with Contractor and approval by the City Council, adjust the unit cost by an amount commensurate with the increased per unit operating cost incurred by Contractor. A significant increase is 20 percent or more.

17. INDEMNIFICATION. Contractor shall indemnify and hold City harmless from any and all liabilities and the cost of defending any and all actions at law or in equity, including reasonable court costs and attorney's fees, which are in any way directly related to negligent or intentional actions of Contractor or any agent or employee thereof in the collection and enforcement activities.

18. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by a subsequent written agreement signed by all parties to this Agreement.

19. NONDISCRIMINATION. The Contractor shall not discriminate against any person because of race, sex, sexual orientation, creed, color, religion, or natural origin. This nondiscrimination clause shall be included in any subcontracts associated with the performance of this agreement.

20. EFFECTIVE DATE. It is expressly agreed that the effective date of this contract is July 1, 2016 regardless of the date it was signed by the parties.

21. TRANSFERABILITY OF CONTRACT. No assignment of this Contract or any right occurring under this shall be made in whole or in part by the Contractor, either voluntarily or involuntarily, or by any process of law and shall not be or come under the control of creditors or trustee(s) of contractor, without the express prior written consent of the City, which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the liability of the Contractor. The Contractor cannot assign liability or obligations existing prior to the assignment unless otherwise by express agreement after full disclosure.

22. SEVERABILITY OF PROVISIONS. If any provision of this Contract is held in whole or in part to be unenforceable for any reason, the remainder the Contract will be severable and remain in effect.

23. ULTRA VIRES. Nothing herein shall be construed to require the City to take any action that would be ultra vires, or beyond the capacity of the City to perform.

24. JURISDICTION AND VENUE. The Contract shall be construed under the laws of the State of Kentucky. Each party agrees to personal jurisdiction in any action brought in any court, Federal or State, within the County of Campbell, State of Kentucky having subject matter jurisdiction over the matters arising under this Agreement. Any suit, action or proceeding arising out of or relating to this Agreement shall only be instituted in the County of Campbell, State of Kentucky. Each party waives any objection which it may have now or hereafter to the laying of the venue of such action or proceeding and irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding.

25. CAPTIONS AND HEADINGS. The captions and headings of the paragraphs and subparagraphs of this Agreement have been inserted for convenience of reference only, and shall in no way affect the interpretation of any of the terms and provisions of this Agreement.

26. FORCE MAJEURE. In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) war, acts of God, natural disaster, fire, quarantine, labor disputes or strikes, explosion, shortage or failure in the supply of fuel, electric current or other public utility not caused by Contractor's actions, actions or decrees of governmental bodies not caused by Contractor's actions,

or any other cause beyond the control of the parties (Hereinafter referred to as "Force Majeure Event") the party who has been so affected shall immediately give notice to the other party. Upon receipt of notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceed thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

27. SEVERABILITY. In the event that any one or more of the provisions of this Agreement, or any part of a provision, shall be judicially determined to be contrary to law or otherwise invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; and such provision or part of a provision shall be reformed so that it would be legal, valid and enforceable or this Agreement shall be reformed, interpreted and construed as if such provision or part of a provision had never been included in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contractor Agreement as of this ___ day of July, 2016:

Contractor:

By: Jeff Wilson
REPUBLIC SERVICES, LLC
Name: Jeff Wilson
Title: Municipal Manager

City:

By: Ed Riehl
City of Bellevue, Kentucky
Name: Ed Riehl
Title: Mayor



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 8

DATE (MM/DD/YYYY)
08/02/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD SCOTTSDALE, AZ 85255	CONTACT NAME:		
	PHONE (A/C No.Ext):	FAX (A/C No.Ext):	
E-MAIL ADDRESS: certficateteam@ccmsl.com			
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Co.		22667
	INSURER B: Indemnity Insurance Company of NA		43575
	INSURER C: ACE Fire Underwriters		20702
	INSURER D: Illinois Union Insurance Company		27960
	INSURER E:		
INSURER F:			

COVERAGES

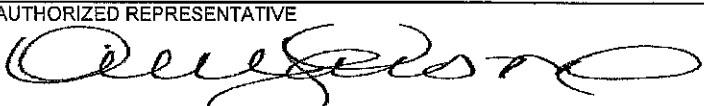
CERTIFICATE NUMBER: 1622565

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDO G71570848	06/30/2019	06/30/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25297635	06/30/2019	06/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
B A C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C66040380-AOS WLR C66040343-CA/MA/OR SCF C66040422 -WI WCU C6604046A - OH XS TNS C65221169 TX NSXS	06/30/2019 06/30/2019 06/30/2019 06/30/2019	06/30/2020 06/30/2020 06/30/2020 06/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Division Number: 3010 - Named Insured Includes: Republic Services of Ohio Hauling, LLC - Dba: CSI Waste Services - Northern Kentucky - Cincinnati Hauling - CSI Waste Services

CERTIFICATE HOLDER	CANCELLATION
City of Bellevue Kentucky 616 Poplar Street Bellevue, KY 41073-1204 United States	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 8

AGENCY	NAMED INSURED
POLICY NUMBER See First Page	REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054
CARRIER See First Page	NAIC CODE
EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C66040380 and stop gap coverage for OH is covered under policy no. WCU C6604046A, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C65221159) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Additional Insured includes: City of Bellevue Kentucky, when required by written contract.

POLICY NUMBER: HDO G71570848

3
Endorsement Number: 239COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we

will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: HDO G71570848

Endorsement Number: 210

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

NOTICE TO OTHERS ENDORSEMENT - NOTICE BY INSURED'S REPRESENTATIVE

Named Insured Republic Services, Inc.			Endorsement Number 58
Policy Symbol HDO	Policy Number G71570848	Policy Period 06/30/2019 TO 06/30/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

GENERAL LIABILITY COVERAGE FORM

- A. If we cancel, non-renew, or materially change the Policy prior to its expiration date by notice to the first Named Insured for any reason other than nonpayment of premium, we will, as set out in this endorsement, send written notice of such cancellation, non-renewal or material change, to the first Named Insured and will allow its representative to send such notice to all persons or organizations that the first Named Insured has contractually agreed to provide such notice.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification. The failure to provide advance notification of cancellation, non-renewal, or material change will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation, non-renewal or material change of the Policy.
- C. We will only be responsible for sending such notice to the first Named Insured who will notify its representative, and its representative will, in turn, send all applicable persons or organizations notice of cancellation, non-renewal, or material change at least 30 days prior to the applicable event date
- D. This endorsement does not apply in the event that the first Named Insured cancels the Policy.

All other terms and conditions of the Policy remain unchanged.

3

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Republic Services, Inc.			Endorsement Number 22
Policy Symbol ISA	Policy Number H25297635	Policy Period 06/30/2019 TO 06/30/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.


Authorized Representative

NOTICE TO OTHERS ENDORSEMENT - NOTICE BY INSURED'S REPRESENTATIVE

Named Insured Republic Services, Inc.			Endorsement Number 149
Policy Symbol ISA	Policy Number H25297635	Policy Period 06/30/2019 TO 06/30/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

- A. If we cancel, non-renew, or materially change the Policy prior to its expiration date by notice to the first Named Insured for any reason other than nonpayment of premium, we will, as set out in this endorsement, send written notice of such cancellation, non-renewal or material change, to the first Named Insured and will allow its representative to send such notice to all persons or organizations that the first Named Insured has contractually agreed to provide such notice.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification. The failure to provide advance notification of cancellation, non-renewal, or material change will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation, non-renewal or material change of the Policy.
- C. We will only be responsible for sending such notice to the first Named Insured who will notify its representative, and its representative will, in turn, send all applicable persons or organizations notice of cancellation, non-renewal, or material change at least 30 days prior to the applicable event date.
- D. This endorsement does not apply in the event that the first Named Insured cancels the Policy.

All other terms and conditions of the Policy remain unchanged.

Alternative A: Per Unit price **WITH** Toters/Carts as defined in bid specifications

	TYPE	Occurrence	Per Unit Monthly	Per Unit Annual
A1	Solid Waste	1 Per Week	\$ <u>12.95</u>	\$ <u>155.40</u>
	Recycle	1 Per Week	\$ <u>5.00</u>	\$ <u>60.00</u>
A2	Solid Waste	2 Per Week	\$ <u>15.50</u>	\$ <u>186.00</u>
	Recycle	1 Per Week	\$ <u>4.50</u>	\$ <u>54.00</u>
A3	Solid Waste	1 Per Week	\$ <u>11.70</u>	\$ <u>140.40</u>
	Recycle	NO Option	\$ <u>N/A</u>	\$ <u>N/A</u>

Alternative B: Per Unit price **WITHOUT** Toters/Carts as defined in bid specifications

	TYPE	Occurrence	Per Unit Monthly	Per Unit Annual
B1.	Solid Waste	1 Per Week	\$ <u>11.00</u>	\$ <u>132.00</u>
	Recycle	1 Per Week	\$ <u>5.00</u>	\$ <u>60.00</u>
B2.	Solid Waste	2 Per Week	\$ <u>16.18</u>	\$ <u>194.16</u>
	Recycle	1 Per Week	\$ <u>5.00</u>	\$ <u>60.00</u>
B3.	Solid Waste	1 Per Week	\$ <u>8.90</u>	\$ <u>106.80</u>
	Recycle	NO Option	\$ <u>N/A</u>	\$ <u>N/A</u>

Contract Renewal Period – July 1, 2021 to June 30, 2023 Percentage Increase 3 % 110.00

Contract Renewal Period – July 1, 2023 to June 30, 2025 Percentage Increase 3 % 113.30

Additional /optional Dumpster Service for business rate (to be billed by the Contractor directly to the business):

SIZE	PERIOD	COST/PER MONTH
2 Cubic Yards	July 1, 2016 through June 30, 2021	\$ <u>35.00</u> per unit
4 Cubic Yards	July 1, 2016 through June 30, 2021	\$ <u>41.00</u> per unit
6 Cubic Yards	July 1, 2016 through June 30, 2021	\$ <u>62.00</u> per unit
8 Cubic Yards	July 1, 2016 through June 30, 2021	\$ <u>83.00</u> per unit
10 Cubic Yards	July 1, 2016 through June 30, 2021	\$ <u>400.00</u> per unit/haul
20 Cubic Yards	July 1, 2016 through June 30, 2021	\$ <u>450.00</u> per unit/haul
40 Cubic Yards	July 1, 2016 through June 30, 2021	\$ <u>500.00</u> per unit/haul

Natural Disaster/FEMA pricing for all sizes of RO containers at \$75.00 per unit/per haul, plus Disposal @\$45.00 per ton.

List the year, make and type of vehicles that will be used in your collection services in the collection for each City.

YEAR	MAKE	TYPE OF VEHICLE INCLUDING GVW
<u>SEE ATTACHED LIST</u>		
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

List three (3) credit references: **SEE ATTACHED FOR REFERENCES/FURTHER INFO**



CITY OF BELLEVUE

Office of the City Administrator

616 Poplar Street
Bellevue, Kentucky 41073
Phone: (859)292-4223
Fax: (859)261-8387

June 28, 2021

Republic Services, Inc.
18500 N. Allied Way
Phoenix, AZ 85054

ATTN: Greg Butler

RE: City of Bellevue Residential Solid Waste Contract

Dear Mr. Butler:

I am writing to confirm that the City of Bellevue has opted for a two-year extension of its waste management contract with Republic Services. The two-year period will begin July 1, 2021, and end June 30, 2023.

Enclosed is an Order approving the extension by the City of Bellevue Board of Council.

An additional two-year extension is available to the City of Bellevue.

The contract states, in part: "If the City does not notify the contractor sixty (60) days prior to the end of any contract period, the contract shall automatically renew for the succeeding two (2) year." The City did not notify Republic. The City processed the enclosed Order to focus on the issue of renewal so that the public and Council would be made aware of extension.

Sincerely,

A handwritten signature in blue ink, appearing to read 'F. Warnock', is written over a blue horizontal line.

Frank Warnock
City Administrator

cc: Mayor Charlie Cleves
David Fessler, City Attorney
Jay Fossett, City of Dayton City Administrator

CITY OF BELLEVUE

ORDER NO. 2021-05-05

AN ORDER APPROVING THE EXTENSION OF A CONTRACT BETWEEN REPUBLIC SERVICES OF OHIO HAULING, LLC, A CONTRACTOR WHO PERFORMS RESIDENTIAL SOLID WASTE REMOVAL ("REPUBLIC") AND CITY OF BELLEVUE, KENTUCKY ("CITY")

WHEREAS, City retains the right to extend its original Contract with Republic up to two (2) times for a period of two-years each time, and

WHEREAS, the right to extend the contract for waste management services ends June 30, 2021; and

WHEREAS, there will be an additional 3 percent fee for waste management services, and

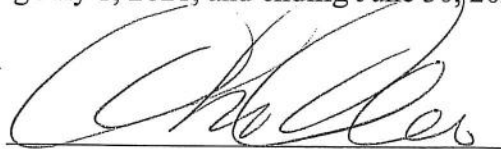
WHEREAS, the City administration recommends extending said contract for an additional two (2) years; and

WHEREAS, City retains the right to extend the contract one additional two-year period; and

NOW, THEREFORE, BE IT RESOLVED by the Council of Bellevue, Campbell County, State of Kentucky, that:

The Board of Council of the City of Bellevue, Kentucky agrees to extend the waste management contract with Republic beginning July 1, 2021, and ending June 30, 2023.


Adopted this 12th day of May, 2021



Charlie Cleves, Mayor

ATTEST:

(The annual fee was \$106.80, and the new fee will be \$110.00)



Mary H. Scott, City Clerk

**CONTRACT FOR
RESIDENTIAL SOLID WASTE COLLECTION & DISPOSAL
SERVICES**

This contract is entered into this 1st day of May, 2019 by and between the **City of Bromley, Kentucky**, hereinafter referred to as “City” and **Rumpke of Kentucky, Inc.**, hereinafter referred to as “Contractor” and consists of the following: City of Bromley’s Invitation to Bid and Bid Specifications, Rumpke’s April 12, 2019 bid, and this document.

NOW AND THEREFORE, it is agreed as follows:

Effective July 1, 2019 and concluding June 30, 2023 Rumpke shall have the exclusive right to provide solid waste collection and disposal services within the City of Bromley. Rumpke will provide one (1) time per week solid waste collection and one (1) time per week recycling collection on Thursday of each week for approximately 362 units within the City of Bromley (to include residential, small business and apartment units). Each resident will be provided with one (1) 18-gallon recycle bin to hold their commingled recyclables. Rumpke will provide one (1) 65-gallon recycle cart upon request at no charge. Large and/or bulky items will be collected along with the regular trash at no additional charge. A 6-cubic yard container for use by the apartment units will be provided at no charge. Service and containers will be provided for City facilities at no additional charge. Rumpke will provide a city-wide curbside cleanup in May of each year and up to 50 disposable cardboard events boxes per year at no additional charge to the City.

Rumpke will invoice the City of Bromley on a monthly basis as follows:

- July 1, 2019 to June 30, 2020: \$12.70 trash & \$3.75 recycle Per Unit Per Month
- July 1, 2020 to June 30, 2021: \$13.08 trash & \$3.86 recycle Per Unit Per Month
- July 1, 2021 to June 30, 2022: \$13.47 trash & \$3.98 recycle Per Unit Per Month

July 1, 2022 to June 30, 2023: Upon mutual agreement

Per the exclusivity of this contract, Rumpke will provide the necessary dumpsters and/or trash carts to participating customers and will invoice the customer directly for this service.

Rumpke shall continuously maintain insurance policies providing for the following insurance protection through an insurance company authorized to do business within the Commonwealth of Kentucky, and in each case a certificate of insurance describing the coverage of each policy shall be furnished on an annual basis or as may be more frequently requested by the City:

A. WORKMENS COMPENSTATION - Workmens Compensation insurance shall be carried by Rumpke for the full statutory amounts required by the City and the Commonwealth of Kentucky. Rumpke shall file "notice of full coverage of all occupational diseases" within the Workmens Compensation Board of Kentucky.

B. GENERAL LIABILITY INSURANCE - Insurance against all risks involved in Rumpke's operation under this contract agreement will be carried in an amount of no less than \$1,000,000 for one or more persons personally injured in the one occurrence or accident and \$500,000 for property damage in any one claim.

C. AUTOMOBILE PUBLIC LIABILITY INSURANCE - Insurance against al risks caused by the maintenance, use and operation of motor vehicles by Rumpke shall be carried with the limits of no less than \$1,000,000 for one or more persons personally injured in any one claim.

The Contractor agrees to comply with all Federal, State and local laws and regulations in the collection, removal, and disposal of all such waste material. In the event that the Contractor incurs increased costs (such as, but not limited to, tipping fees, disposal fees, composting fees, surcharge fees, additional fuel costs, or as a result of

imposition of new governmental regulations not in effect at the time of acceptance of said contract and which regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials), then the City may, after negotiation with Rumpke and approval by resolution of the City Council, adjust the unit cost by an amount commensurate with the increased per unit operating cost incurred by Rumpke.

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, blizzards, windstorms, high water table, unusually severe weather), fires, quarantine, labor disputes or strikes, explosion, shortage or failure in the supply of fuel, electric current or other public utility not caused by Contractor's actions, actions or decrees of governmental bodies not caused by Contractor's actions, or any other cause beyond the control of the parties (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party. Upon receipt of notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

The term of this contract shall be for four (4) years effective July 1, 2019 and continuing through June 30, 2023. This contract may be renewed for additional option periods upon mutual agreement of both parties.

IN WITNESS WHEREOF, the City of Bromley, by its duly authorized representative, hereunto subscribes its name; and Rumpke of Kentucky, Inc., by its duly authorized representative, hereunto subscribes its name this 11th day of

May, 2019, effective as of July 1, 2019.

**CITY OF
BROMLEY, KENTUCKY**

Janet M. Hardener
Witness

5-11-2019
Date

Mike Penham
Title: Mayor

RUMPKE OF KENTUCKY, INC.

Gina Schueler
Witness

5/3/19
Date

William J. Rumpke, Jr.
William J. Rumpke, Jr., President

AMENDMENT TO CONTRACT

This document serves to add the following to the contract dated May 1, 2019 between the City of Bromley and Rumpke of Kentucky, Inc.

It is hereby agreed as follows:

Effective July 1, 2019, Rumpke will invoice customers directly until the end of the contract term June 30, 2022, at the rates listed below:

July 1, 2019 through June 30, 2020 - \$17.95 per unit per month
July 1, 2020 through June 30, 2021 - \$18.44 per unit per month
July 1, 2021 through June 30, 2022 - \$19.95 per unit per month

All other terms and conditions of the original contract dated May 1, 2019 shall remain unchanged.

**CITY OF BROMLEY,
KENTUCKY**

RUMPKE OF KENTUCKY, INC.

Paul Smith Ways Means Chair
Title:

William J. Rumpke, Jr.
William J. Rumpke, Jr., President

Witness Janet M. Gardner

Witness Lina Schenk

Date 8/7/19

Date 7/2/19



Waste & Recycling Services

3990 Generation Drive, Cincinnati, OH 45251
Phone: 1-800-828-8171 Fax: 513-851-2057



April 12, 2019

CITY OF BROMLEY
226 Boone Street
Bromley, Kentucky 41016

Attention: Gail Smith

Re: **BID FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES**

Dear Ms. Smith:

Rumpke of Kentucky, Inc. is pleased to submit the following bid for solid waste and recycling collection services within the City of Bromley for your review and consideration.

Rumpke will provide one (1) time per week solid waste and one (1) time per week recycling collection for approximately 362 units within the City of Bromley. Rumpke will invoice the City on a monthly basis for a contract term of up to four (4) years (at the discretion of the City) as follows:

July 1, 2019 to June 30, 2020:	12.46	\$12.70 trash & \$3.75 recycle Per Unit Per Month	197.40
July 1, 2020 to June 30, 2021:	16.94	\$13.08 trash & \$3.86 recycle Per Unit Per Month	203.28
July 1, 2021 to June 30, 2022:	17.42	\$13.47 trash & \$3.98 recycle Per Unit Per Month	209.40
July 1, 2022 to June 30, 2023:		Upon mutual agreement	

Large and/or bulky items will be collected along with the regular trash at no additional charge. A 6-cubic yard container for use by the apartment units will continue to be provided at no additional charge. In addition, Rumpke will provide the necessary containers and service for City facilities and a City-wide curbside cleanup in May of each year and up to 50 disposable cardboard event boxes per year at no additional charge to the City.

Each resident will be provided with an 18-gallon recycling bin to hold their commingled recyclables. Upon request, residents will be provided with a 65-gallon recycling cart at no additional charge. Residents may rent a Rumpke 95-gallon trash cart at \$3.50 per month billed directly to the resident.

CITY OF BROMLEY
April 12, 2019
Page 2

Attached is detailed information concerning Rumpke's overall experience and qualifications, our Curbside Recycling Program, and proof of insurance coverage.

If you have any questions or require additional information, please do not hesitate to contact me or Drew Watson in our Alexandria office. We value our long-standing relationship with the City of Bromley and look forward to the opportunity of continuing to provide the City of Bromley with efficient, dependable and cost-effective waste removal and recycling services.

Respectfully submitted,

RUMPKE OF KENTUCKY, INC.


William J. Rumpke, Jr.
President

WJR/gs

Attachments



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 525 Vine Street, Suite 1600 Cincinnati, OH 45202 Attn: cincinnati.certrequest@marsh.com CN102338799-STND-GAWUP-18	CONTACT NAME: PHONE: FAX (A/C No.): E-MAIL: ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Fire & Marine Insurance Co</td> <td>20079</td> </tr> <tr> <td>INSURER B : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER C : Indemnity Insurance Company of North America</td> <td>43575</td> </tr> <tr> <td>INSURER D : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER E : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Fire & Marine Insurance Co	20079	INSURER B : ACE American Insurance Company	22667	INSURER C : Indemnity Insurance Company of North America	43575	INSURER D : XL Specialty Insurance Company	37885	INSURER E : N/A	N/A	INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : National Fire & Marine Insurance Co	20079														
INSURER B : ACE American Insurance Company	22667														
INSURER C : Indemnity Insurance Company of North America	43575														
INSURER D : XL Specialty Insurance Company	37885														
INSURER E : N/A	N/A														
INSURER F :															

COVERAGES	CERTIFICATE NUMBER: CLE-005483374-17	REVISION NUMBER: 1
------------------	---	---------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL ISUR (HRD WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		42GLO10041805	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 SIR \$ 250,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		ISAH25273086	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		US00077282L18A	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WLR065437818 (IN, KY, CO, ND, WA, WY) WCUC65437855 (OH) \$500,000 SIR APPLIES TO XS OH	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: WASTE REMOVAL SERVICES. CITY OF BROMLEY IS NAMED AS ADDITIONAL INSURED WITH RESPECT TO WORK PERFORMED BY NAMED INSURED.

CERTIFICATE HOLDER CITY OF BROMLEY 226 BOONE STREET BROMLEY, KY 41016	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
---	---

ADDENDUM

This document serves to add the following to the contract dated May 1, 2019 and the amendment dated July 10, 2019 between the City of Bromley and Rumpke of Kentucky, Inc.

It is hereby agreed as follows:

Effective July 1, 2022 and concluding June 30, 2023 Rumpke shall have the exclusive right to provide solid waste collection and disposal services within the City of Bromley. Rumpke will provide one (1) time per week solid waste collection and one (1) time per week recycling collection on Thursday of each week within the City of Bromley (to include residential, small business and apartment units). Rumpke will make 95-gallon trash carts available to residents at \$3.50 each per month. Each resident will be provided with one (1) 18-gallon recycle bin to hold their commingled recyclables. Rumpke will provide one (1) 65-gallon recycle cart upon request at no charge. Additional recycle carts will be available for \$3.50 each per month. Large and/or bulky items will be collected along with the regular trash at no additional charge. A 6-cubic yard container for use by the apartment units will be provided at no charge. Service and containers will be provided for City facilities at no additional charge. Rumpke will provide a city-wide curbside cleanup in May of each year and up to 50 disposable cardboard events boxes per year at no additional charge to the City.

Rumpke will invoice the residents directly on a quarterly basis as follows:

July 1, 2022 to June 30, 2023: \$19.97 trash & \$4.50 recycle Per Unit Per Month

All other terms and conditions of the original contract dated May 1, 2019 and the amendment dated July 10, 2019 shall remain unchanged.

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

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, blizzards, windstorms, high water table, unusually severe weather), fires, quarantine, labor disputes or strikes, explosion, shortage or failure in the supply of fuel, electric current or other public utility not caused by Contractor's actions, actions or decrees of governmental bodies not caused by Contractor's actions, or any other cause beyond the control of the parties (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party. Upon receipt of notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

The term of this contract extension shall be for one (1) year effective July 1, 2022 and continuing through June 30, 2023. This contract may be renewed for additional option periods upon mutual agreement of both parties.

**CITY OF BROMLEY,
KENTUCKY**

Mayor Mitch Parker

Title

Jim [Signature]

Witness

6-21-2022

Date

RUMPKE OF KENTUCKY, INC.

William J. Rumpke, Jr.

William J. Rumpke, Jr., President

[Signature]

Witness

5/18/22

Date

COMMISSIONERS' ORDER NO. ORD-85-20

AN ORDER AUTHORIZING THE MAYOR TO EXECUTE A TEN YEAR CONTRACT WITH RUMPKE OF KENTUCKY, INC. FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE AND RECYCLING COLLECTION, EFFECTIVE JULY 1, 2020.

* * * *

WHEREAS, the City issued a Request for Proposals for solid waste and recycling services on December 18, 2019; and

WHEREAS, the City has determined that Rumpke of Kentucky, Inc., a responsible offeror, submitted be the most advantageous proposal for the services based upon the evaluation factors set forth in the Request for Proposals and the reciprocal preference for resident bidders required by KRS 45A.494; and

WHEREAS, the Neighborhood Services Department recommends that the City enter into a contract with Rumpke of Kentucky Inc. for the solid waste and recycling services.

NOW THEREFORE,
BE IT ORDERED BY THE BOARD OF COMMISSIONERS OF THE CITY OF COVINGTON, KENTON COUNTY, KENTUCKY:

Section 1

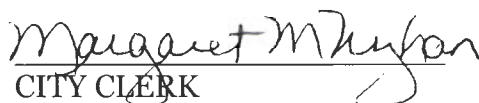
That the Board of Commissioners hereby authorizes the Mayor to execute a ten year contract with Rumpke of Kentucky, Inc. for residential and commercial solid waste and recycling collection, effective July 1, 2020.

Section 2

That this order shall take effect and be in full force when passed and recorded according to law.


MAYOR

ATTEST:


CITY CLERK

Passed: 4-28-20

**CONTRACT FOR SOLID COMMERCIAL AND RESIDENTIAL
SOLID WASTE AND RECYCLING COLLECTION**

This contract (the "Agreement") is entered into this 19 day of MAY, 2020 by and between the City of Covington, (hereinafter referred to as "City") and Rumpke of Kentucky, Inc., (hereinafter referred to as "Contractor,") and consists of the following: the City's Request for Proposals dated December 18, 2019; Rumpke's January 24, 2020 proposal and this document.

Whereas, the City of Covington, Kentucky issued a Request for Proposals soliciting proposals for solid waste collection, recycling services, and related services within the corporate boundaries of the City of Covington, Kentucky; and

Whereas, Rumpke of Kentucky, Inc. submitted a bid proposal, and the City of Covington, Kentucky desires to accept Rumpke of Kentucky, Inc.'s proposal as the most advantageous proposal based upon the evaluation factors set forth in the Request for Proposals and the reciprocal preference for resident bidders required by KRS 45A.494, thereby authorizing a contract with Rumpke of Kentucky, Inc.

SECTION ONE

1. SCOPE OF AGREEMENT

1.1. Rumpke of Kentucky, Inc. ("**Contractor**") shall, for the City of Covington, Kentucky ("**City**"), collect and dispose residential solid waste under the terms set forth in this Agreement (the "Services"),

1.2. Contractor shall collect, or cause to be collected all collectible solid waste material and all separately collectible recyclables, which have been placed for collection from each designated collection unit before the arrival of the Contractor.

1.2.1. “Solid waste” means all trash or rubbish ordinarily produced by a family at a private residence, including single and multiple family dwellings, and similar general municipal wastes from businesses and industry. Solid waste includes yard waste and bulk waste.

1.2.2. “Residential Unit” means single family or multi-family residence up to four units.

1.2.3. “Commercial Unit” means multi-family 5 units and above, business and industrial customers.

1.2.4. “Mixed-use” means any parcel together with any building, or other structure located thereupon, which is designed, used, or partially used for residential purposes and partially for commercial purposes. Mixed-use properties meeting certain requirements will be categorized as residential and will be limited to normal residential curbside solid waste and recycling services unless the owner\occupant shall purchase additional services.

1.3. The Collection Schedule shall be provided by Contractor and approved by the City and shall provide for the collection of all solid waste material from each residential collection once per week, for all 52 weeks per year.

1.3.1. Contractor will collect solid waste in 35, 65, and 95-gallon trash carts provided by the City and additional bags outside of the City’s issued cart if placed inside of a trash can with a lid or (1) one large item per week.

1.3.2. The Collection Schedule shall provide separate collection of commingled recyclables from participating residential units once per week.

1.3.3. The Collection Schedule shall provide for the subscription collection of recyclable materials from commercial customers.

1.3.4. The Collection Schedule shall not provide for the collection of any recyclables or any other solid waste material on either Christmas or New Year's Day, if such days fall on a normally collected day of the week. Make ups for holidays shall be on the next day.

1.3.5. The Collection Schedule shall include maps and schedules of collection routes, and keep such information current at all times.

1.4. Contractor shall check each collection day with the City Solid Waste Coordinator or designee at the start or conclusion of the route for delays, missed pickups, complaints, etc. Any missed pickups or complaints shall be addressed by Contractor within 24 hours. Contractor will meet with City staff bi-monthly to discuss standard operating procedures, address problems and implement necessary process changes and/or improvements to maintain excellent performance and meet goals. See Exhibit A, Proposal Response submitted by Contractor.

1.5. Contractor shall collect all recyclables and other solid waste material between the hours of 7:00 am and 5:00 pm local time by the use of enclosed packer trucks. Such vehicles shall conform to all provisions and requirements of all laws, statutes, ordinances, and regulations of any governmental agency having jurisdiction.

1.6. Contractor shall provide for weekly collection of large items, such as water heaters and furniture, from all single family and multi-family residential dwelling units utilizing normal residential-type can service on the regular service date. The cost of this service shall be included in the per unit rate established. All mattresses and upholstered

furniture must be wrapped and sealed in plastic prior to collection. See Exhibit A, Proposal Form submitted by Contractor.

1.7. Contractor shall remove all recyclable material and other trash from the containers in which it is placed for collection in such a manner that no portion is left in the container or lying on the ground.

1.8. Contractor shall be responsible for the timely clean-up of any leaks from a collection truck, upon notification by the City or public at large.

1.9. Contractor shall continue to supply a City authorized 95-gallon wheeled cart to each residential unit. Customers may opt for a smaller, 65-gallon or 35-gallon trash cart.

1.9.1. Contractor shall pick up trash or bulk items that are not contained in the supplied trash cart, as long as they meet the required size and weight restrictions established by the City in its Solid Waste and Recycling Guidelines, which details no more than three bags of trash placed in a container with a lid or a properly prepared large item. Contractor shall identify noncompliance at the curb by tagging and photographing the item(s). Contractor will report noncompliance issues to City staff within 24 hours. Contractor shall provide service and collection of reported abandoned and/or contaminated trash and recycling carts within 48 hours.

1.10. Contractor shall provide each residential unit that requests with a City authorized 65-gallon recycling cart for individual use. This cart is included in the Residential Service Rate. Customers may request a larger 95-gallon or smaller 35-gallon recycling cart. 18 gallon bins are available upon customer request. Contractor will be responsible for handling customer size switch outs. Contractor will provide City issued carts and will

conduct an annual audit. Contractor will deliver carts to a designated location to process and place back into inventory.

1.11. Recyclables are defined as glass, aluminum, metal and bi-metal cans, jars, bottles, or plastic bottles and jugs; newspaper; white paper; corrugated cardboard; phone books; and magazines.

1.12. Contractor shall make every reasonable attempt to ensure that all recyclables collected will be recycled and not placed in a landfill. If a load of recycled materials is rejected by a recycler, Contractor may dispose of the rejected recyclables in a landfill. Any recyclable materials that must be deposited in a landfill shall be recorded and a quarterly report issued to the City denoting the weight and volume of materials dumped in the landfill. The report shall also list the total tonnage of recyclables collected.

1.13. Contractor shall provide written notice to each residential customer via U.S. mail within 30 days of the effective date of the Agreement explaining the Contractor's recycling procedures (what is accepted, etc.), along with Contractor's telephone and email contact information.

1.14. Contractor shall provide, at no cost to the City, solid waste and recycling services at the City Facilities identified on Exhibit C. New or additional facilities will be billed at rates set forth on Exhibit A for the services requested.

1.15. Beginning no earlier than 5:00 a.m. daily, Contractor shall provide solid waste and recycling collection services for designated City street and Park trash and recycling receptacles adhering to established routes and schedules to the extent practicable, at least weekly. These services shall be billed to the City at the fees stated in this Agreement. See

Contractor's Rate Sheet, attached as Exhibit B. Contractor will coordinate with City staff as required to maintain the accuracy of the City Can Directory, routing and the interactive map.

1.16. In addition to the weekly collection referenced in paragraph 1.6 herein, Contractor shall provide, four (4) residential bulk item collection events, which may include tire collection, per calendar year, these services shall be billed to the City at the fees stated in this Agreement. See Contractor's Rate Sheet, attached as Exhibit B.

1.17. Contractor shall make dumpsters available to businesses and multi-family apartment complexes of 5 or more units at the option of the business or apartment complex. Businesses and apartment complexes shall be billed at the commercial rates specified in and in accordance with Contractor's Proposal and Contractor's Rate Sheet, attached as Exhibits A & B. Contractor shall bill any such costs directly to the business or apartment complex on a monthly basis. Contractor will work with City staff as necessary to set up customer accounts for shared waste stations. Contractor will coordinate with City staff for reasonable servicing accommodations to commercial accounts such as hotels, elder care facilities, those in high traffic, or congested areas, those in primarily residential areas, etc. Contractor will report to City staff non-compliance issues existing at commercial collection stops.

1.18. Contractor shall contract separately with businesses currently receiving business curbside pickup and all future businesses desiring curbside pickup. All such contracts shall not extend beyond the term of this Agreement.

1.19. Contractor shall provide the services contained in the Agreement at the same rates for any declared natural disaster or state of emergency. If additional dumpsters, pickups, or services are required, these services shall be billed to the City at the fees stated in this Agreement subject to availability.

1.20. Contractor shall, at no charge, provide corrugated cardboard boxes or similar type disposable boxes with liners to serve as trash cans to assist in the collection and appropriate disposal of trash at various City-sponsored community/recreational events. The City may request a quantity of disposable boxes, not to exceed 100, for each fiscal year of the Agreement period. Additional boxes can be purchased for \$6.50 per box and \$.30 per liner. Contractor will work with City staff and special event organizers through the City's special event permit process to ensure trash and recycling equipment is sufficient in number and size.

1.21. Contractor shall bear full responsibility and cost for producing and distributing, to each residential customer, within 30 days information regarding schedules, routes, service complaints, special pickups and services, and recyclable requirements. Additional copies of this material shall be provided to the City to be kept at the City building for distribution to new residents and placement on social media outlets. Contractor shall be responsible for promptly notifying the City if circumstances such as weather, etc. may affect regularly scheduled collection times or days. This may be done by local news broadcast, electronically (website, email alert systems), telephonically, or via verbal/written notice.

1.22. Rumpke will provide a \$25,000 marketing fund per year for the life of the contract to assist the Solid Waste Coordinator and Rumpke's communication staff in their efforts to effectively promote Covington's waste and recycling program.

SECTION TWO

2. TERM OF AGREEMENT AND COMPENSATION

2.1. The term of this Agreement shall be for Ten (10) years beginning July 1, 2020 and ending on June 30, 2030.

2.2. This Agreement may be renewed for five (5) additional singular years for the period July 1, 2030 through June 30, 2035 at the City's sole discretion for the contract period not to exceed fifteen years.

2.3. Rates for all services shall be consistent with the Contractor's Proposal Form, attached as Exhibit A.

2.4. Contractor shall invoice the City each month during the term of the Agreement, for all residential customers up to four units at the rates specified in Contractor's Proposal Form, attached as Exhibit A. Contractor shall bill commercial accounts directly. Contractor shall provide a reconciliation report organized by parcel to City's Finance Department prior to annual residential billing.

2.5. The City will negotiate with Contractor in the event that an unanticipated increase in base costs occurs during the course of the Agreement as a result of the imposition of new or increased governmental regulations not in effect at the time of the Agreement. In the event that the parties are unable to agree to such an adjustment in base price, either may terminate this Agreement on 90 days' written notice.

SECTION THREE

3. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

3.1. Contractor, at its sole cost, shall obtain all licenses and permits as required by either state, federal, or city laws or regulations before commencing any work under this Agreement, including, but not limited to, an Occupational License to do business in the City of Covington.

3.2. The rights of the parties herein and the duties set forth herein inure only to the benefit of and are binding upon only the parties to this Agreement, Contractor and the

City. This is an independent contractor relationship and the parties are not engaged in a joint venture. Neither this Agreement nor any provisions hereof shall be deemed or construed to create any rights in any third-party beneficiary, intended or unintended. Nor does this Agreement confer upon any third-party any benefit, right, claim, or cause of action by reason of the performance or non-performance of either of the parties to this Agreement.

3.3. Neither party to this Agreement waives any claims or defenses accorded to them under the doctrines of absolute immunity, governmental immunity, statutory immunity, or any other immunity from claims of third parties under state or federal law.

3.4. Neither party may assign or transfer any rights, duties, or claims arising under this Agreement without first securing the written permission of the other party.

3.5. Any and all amendments to this Agreement shall be in writing, executed by both parties, and appended to this Agreement as an amendment.

3.6. Attached hereto, and incorporated by reference as if fully set forth herein, is the following Exhibit, which is expressly made part of this Agreement. However, to the extent the terms of this Agreement conflict with the terms of Exhibit A, this Agreement shall control.

Exhibit A: Proposal Form submitted by Contractor.

3.7. This Agreement, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, by affixing their hands hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of

any other party or any other person or entity whatsoever, prior to the execution of this Agreement.

3.8. All notices pursuant to this Agreement shall be sent via U.S. mail to the following addresses:

For City: **City Manager
City of Covington
20 W. Pike Street
Covington, KY 41011**

**With a copy to:
Office of the City Solicitor
City of Covington
20 W. Pike Street
Covington, KY 41011**

For Contractor: **William J. Rumpke, Jr., President
3990 Generation Drive
Cincinnati, OH 45251**

3.9. This Agreement shall be construed according to the laws of the Commonwealth of Kentucky, and venue to enforce any term or provision in this Agreement shall lie in the Kenton Circuit Court.

3.10. This Agreement is severable. To the extent that any provision or term is determined by a court of law to be unenforceable or otherwise invalid, then said provision(s) or term(s) shall be severed from the Agreement and all remaining terms, provisions, and conditions shall remain in full force and effect.

3.11. Either party may terminate this Agreement upon the occurrence (i) of a material breach by the other party or (ii) by mutual agreement executed in writing by both parties. In the event of a termination of the Agreement, the party seeking termination of the

Agreement shall provide sixty (60) days' written notice of the termination, citing reasons for termination, unless the parties, by mutual agreement, waive the notice requirements, at which point the termination will become effective immediately. A party's failure to perform any of its duties or obligations as set forth in this Agreement shall constitute a material breach of this Agreement. In the event legal action is taken by either party to enforce the terms of this Agreement, each party shall bear its own costs and attorney fees.

SECTION FOUR

4. INSURANCE REQUIREMENTS AND INDEMNIFICATION

4.1. Contractor shall at all times during the duration of the Agreement maintain Workers' Compensation Insurance, General Liability Insurance, Bodily Injury Liability Insurance, Automobile Liability Insurance, Property Damage Liability Insurance and Excess Umbrella Coverage. All insurance shall be provided by insurance providers acceptable to the City having a Best Rating of not less than "A-" (or equivalent rating) and in amounts acceptable to the City as outlined below. The City shall be named as an listed as additional insured on General Liablit5y and Auto policies required in this section, through a blanket additional insured endorsement. The City shall be notified not less than thirty (30) days in advance of cancellation or alteration of such coverage by the insurance provider. The minimum limits of coverage shall be as follows:

General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Workers Compensation	In accordance with state law

4.2 Contractor shall agree to indemnify, defend, and hold harmless the City, its agents, elected officials, representative, and employees from and against all claims, demands, damages, losses, liability, and expenses, consequential damages of any kind or nature, including attorneys' fees arising from the execution of Contractor's work performance or failure to perform under the terms of this Agreement, except for those claims which arise from the sole negligence or willful misconduct of the City.

SECTION FIVE

5. PERFORMANCE STANDARDS

5.1. The City enters into this Agreement with Contractor conditioned upon Contractor abiding by the following performance standards.

5.2. Collection of residential and commercial solid waste and recycling materials by Contractor shall be both exclusive and mandatory in all areas of the City served by Contractor. This agreement shall not include, or apply to, temporary roll-off containers or dumpster placed for construction, remodeling, or other projects throughout the City.

5.3. Contractor shall furnish, at Contractor's sole cost and expense, adequate vehicles for the hauling of the City's solid waste and shall keep said vehicles clean, sanitary, and in good running order.

5.3.1. Each vehicle shall meet state, county, and local motor vehicle safety and health and sanitation regulations and shall be operated at all times by licensed operators.

5.3.2. Contractor shall use all metal water-tight, completely enclosed truck and/or container units that are designed and manufactured for the collection of garbage and refuse and are capable of servicing residential and commercial accounts.

The number and type of collection vehicles furnished shall be sufficient for the collection of all garbage refuse and other waste within the area to be served and Contractor shall keep and maintain all equipment in good working order so as to minimize interruption or delay in pick up schedules resulting from equipment breakdown. If there is any doubt by Contractor whether the equipment is satisfactory, the equipment shall be removed from service for repairs.

5.3.3. Collection vehicles shall be painted and numbered and shall have Contractor's name and number of the vehicle painted in letters of a contrasting color at least five inches (5") high on each side of each vehicle and the number painted on the rear of the vehicle. No advertising shall be permitted other than the name of the Contractor.

5.3.4. If lubricating or hydraulic fluids or any fluids from the vehicles or equipment are noticed to be leaking during operations, the operation shall cease until such conditions are corrected.

5.3.5. Contractor's vehicles and equipment shall meet all FHWA, OSHA, and other applicable requirements, including backup warning devices, cameras, and other commonly accepted/required safety features.

5.4. Contractor shall leave all alleys, streets, paths and sidewalks in clean, sanitary condition, and shall not permit any material to be dropped from collection vehicles in or upon any public ways of the City. Contractor's employees shall clean up any solid waste materials that fall to the ground during collection. If given notice of refuse or waste left on private property or streets by the City, Contractor shall remove said refuse or waste within twenty-four (24) hours.

5.5. Waste or refuse left purposely by Contractor shall be tagged to indicate why it was not picked up and shall not be considered a missed collection. Reasons for not collecting materials may include hazardous materials, materials too large for collection, or weight of the refuse. Contractor shall report each incident to City staff.

5.6. Contractor shall follow all City traffic safety procedures, adhere to posted speed limits and exercise extreme care while operating around schools and other congested areas.

5.7. Disposal of all waste materials shall be performed through the use of licensed vehicles and operators and is to be disposed of only in licensed Commonwealth of Kentucky landfills during the course of this Agreement.

5.8. All waste and recycle carts shall be industrial grade, wheeled containers. Each cart must have a permanently attached lid and be designed to easily fit through gates and doors. A trash or recycle cart that experiences three or more failure (i.e. lids, wheels, etc.) within an eighteen (18) month period shall be replaced with a new cart by Contractor.

5.9. Contractor shall provide a high level of customer service. All employees and agents are expected to conduct themselves in a professional manner and present a positive appearance. At all times, Contractor and its employees shall be courteous and shall not use profane language, nor be loud or boisterous, and shall follow the regular walkway for pedestrians while on private property and while returning to the street or alley after delivering the recycling bins and empty cans .

5.10. All Contractor employees shall be skilled in the performance of the work, wear uniforms that clearly identify the person as an employee of Contractor and be neat and clean in appearance.

5.11. All collections shall be curbside of the residence and collections shall be made directly from the City issued carts or similarly approved designated receptacles. Contractor's employees shall return garbage, rubbish and refuse containers, dumpsters and recycling containers to approximately the location where they were found.

5.12. Contractor and City staff will review options for City staff to have access to read only customer account information.

5.13. Contractor shall provide to City staff daily access to Covington customer service staff to assist with customer complaints to resolve by the end of the next service day.

5.14. Contractor shall ensure City staff has access to the Municipal Sales Representative.

5.15. Contractor shall provide carry out service for customers that require special assistance to get trash and recycling out to the curb. See Contractor's Bid Proposal Form, attached as Exhibit B.

5.16. Contractor will coordinate with City staff to plan an audit schedule, due dates for reports, and exploration of technology to assist with tracking trash and recycling carts. See Contractor's Bid Proposal Form, attached as Exhibit B.

5.17. Contractor and City will work collaboratively to finalize operational aspects of solid waste and recycling delivery and will document such operational aspects through appropriate addenda to this agreement.

SECTION SIX

6. GENERAL TERMS AND CONDITIONS

6.1. Contractor shall perform the Services in accordance with all applicable federal, state, and local laws, rules, regulations, orders, and ordinances.

6.2. By signing this Agreement Contractor affirms that Contractor is aware of the prohibition against conflicts of interest, gratuities, and kickbacks as set forth is KRS 45A.455, which are incorporated by reference into this Agreement, and Contractor agrees not to violate these provisions.

6.3. Neither party is responsible for any failure to perform its obligations under this Agreement, if it is prevented or delayed in performing those obligations by an event beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent (a "Force Majeure"), including without limitation, a public health emergency, a pandemic, acts of God, the public enemy, acts of the United States Government or of the several states, or any foreign country, or any of them acting in their sovereign capacity, wars, riots, terrorism, rebellions, sabotage, fires, explosions or accidents not the fault of either party, floods or other natural disasters causing materially different site conditions, strikes, or other concerned acts of workers, lockouts, or changes in law, regulations, or ordinances. The City may terminate this Agreement in the event of a Force Majeure.

6.4. Contractor represents that it has revealed any final determination of a violation of KRS Chapters 136 "Corporation and Utility Taxes", 139 "Sales and Use Taxes", 141 "Income Taxes", 337 "Wages and Hours", 338 "Occupational Safety and Health of Employees", and 342 "Workers' Compensation" by the within the previous five (5) years, and further covenants that it shall be in continuous compliance with the provisions of KRS Chapters 136 "Corporation and Utility Taxes", 139 "Sales and Use Taxes", 141 "Income Taxes", 337 "Wages and Hours", 341 "Unemployment Compensation", and 342 "Workers' Compensation" for the duration of this Agreement.

6.5. Unless exempted by KRS 45.590, during the performance of the Agreement the Contractor agrees as follows:

6.5.1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.

6.5.2. The Contractor shall take affirmative action in regard to employment, upgrading, demotion, transfer, recruitment, recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees during employment are treated without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.

6.5.3. The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.

6.5.4. The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the nondiscrimination clauses required by this section.

SECTION SEVEN

7. PENALTIES

7.1. The City reserves the right to cancel this Agreement upon failure of Contractor to perform those services in accordance with this Agreement and bid specifications. The City

shall provide written notice of Agreement violations, and the City shall give sixty (60) days' written notice of cancellation, citing the reasons for termination based on the failure to provide services stated in the Agreement.

IN WITNESS WHEREOF, THE PARTIES AFFIX THEIR SIGNATURES:

Joseph U. Meyer
Joseph Meyer, Mayor
City of Covington, Kentucky

May 19, 2020
Date

Witnessed by:

Margaret M. Hyhan
Signature
May 19, 2020
Date

William J. Rumpke, Jr.
Rumpke of Kentucky, Inc.
By: William J. Rumpke, Jr.
Its: President
5/13/20
Date

Witnessed by:

Yvonne Schueler
Signature
5/13/20
Date

EXHIBIT A

To Contract for Solid Commercial and Residential
Solid Waste and Recycling Collection

Proposal Response

Proposal Response

As the current service provider for the City of Covington, Rumpke is intimately aware of the City's desire to make waste and recycling easy for its residents and businesses, while at the same time, reducing unsightly piles of debris.

For the past 4.5 years, our team has worked closely with the City Solid Waste Coordinator to provide exceptional service to the City's 15,274 residential units, nearly 2,200 commercial businesses as well as 42 industrial end users. Additionally, we have managed the City's 503 street and park trash and recycling containers as well as the waste and recycling services for the City's 40 facilities.

Like the City of Covington, customer service is a top priority for Rumpke, and we hang our hat on providing our customers with a high level of service, that starts with providing friendly, dependable service.

In the event that a customer doesn't receive scheduled service, Rumpke's friendly and knowledgeable 50-person customer service department will address and work with our operations team to resolve the issue by the end of the next service day.

And addressing customer concerns will only grow easier. Rumpke is currently going through a technology revolution, and in 2021 we will be launching a new customer portal that will allow customers to better interact with Rumpke. Some of the capabilities include the ability to:

- Request new or extra service
- View service information
- Read latest updates and service changes
- Raise complaints

Additionally, it will allow for additional reporting capability. As we get closer to the launch date, we will be excited to share more details with our customers.

Rumpke appreciates its current partnership with the City of Covington and looks to continue and expand our relationship in the future. Rumpke understands the requirements of the service contract and is confident in our abilities to fulfill the outlined services. Additionally, if we are awarded the transfer station as well, we look forward to expanding our service capabilities.

Residential Curbside Solid Waste & Recycling

As the current service provider, Rumpke is well equipped to continue servicing Covington's nearly 15,300 residential units, which include single family and multi-family structures with less than four units. At the start of the contract, Rumpke delivered trash carts to all eligible households and recycling carts to those households that opted into the program. Residents had the option to choose from one of three available cart sizes: 35, 65 or 95-gallon. Throughout the course of the contract, Rumpke has managed cart delivery and removals, and will continue this process under the new contract.

Rumpke currently stores trash carts at its Butler, Kentucky, hauling operations and recycling carts at its container maintenance building in Colerain Township, Ohio. While the City currently owns its carts, should the City choose to have Rumpke own new cart inventories, moving forward, we are happy to assist. Please see included pricing information.

Rumpke currently provides weekly trash and recycling curbside collection to residential structures, between 7 a.m. and 5 p.m., Monday- Friday. As part of weekly collection, Rumpke also collects one properly prepared large/bulk item per household and is prepared to continue under the new service contract.



Rumpke shall adhere to the established routes and days of collection as provided. Exceptions may occur because of adverse weather conditions or other Acts of God as well as road inaccessibility and the observance of Christmas Day and New Year's Day. In the event that the collection schedule needs to be altered or delayed, we would notify the City.

Rumpke doesn't currently offer a food waste collection program. Rumpke does offer separate yard waste collection in municipalities, where required. This material is transported to an approved yard waste composting site. In Greater Cincinnati, the material is transported to NPK composting located at Rumpke's Colerain Township, Ohio, campus. If Covington wishes to explore this service, pricing can be provided. If Rumpke is awarded the transfer station contract, we would host yard waste drop off events at the site, seasonally, to assist residents.

Commercial Curbside Solid Waste & Recycling

As the current service provider, Rumpke works directly with the City's nearly 1,000 curbside trash and recycling commercial customers to ensure weekly collection, the appropriate number of containers and assistance with additional waste. If Rumpke is awarded the contract we will continue to work with these businesses to ensure access to clean, reliable containers and friendly, reliable service. Additionally, we will continue to coordinate payment and extra service as needed.

Please see Pricing Section for container sizes and options.

Commercial Container Solid Waste & Recycling

Since becoming the City's official service provider, Rumpke has successfully worked with the City's 1,200 commercial container customers, multi-family residential with 5+ units and mixed-use properties as well as shared containers to establish waste and recycling programs to meet their specific needs, providing clean, reliable containers. Rumpke has also worked to address collection times to ensure collection, but also minimize disturbances to surrounding residential neighborhoods.

Currently, Rumpke works with approximately 15 shared use containers to ensure proper usage and billing to the customers, and we will continue to do so under the new contract.

Rumpke has worked to increase recycling participation amongst this segment of the City and will continue to do so moving forward. For businesses participating in cardboard only recycling programs, if market conditions are favorable, we will offer a rebate program.

If awarded the contract, Rumpke will continue to contract directly with these businesses and coordinate payment as well as extra service as needed.

Please see Pricing Section for container sizes and options.

Industrial Solid Waste & Recycling

Since July 2015, Rumpke has successfully worked with the City's industrial end users to establish waste and recycling programs to meet their specific needs. If awarded the contract, Rumpke will continue to contract directly with these businesses and coordinate payment as well as extra service as needed.

Please see Pricing Section for container sizes and options.

City Owned & Operated Containers & Facilities

Since becoming the official service provider for Covington, Rumpke has worked closely with the City Solid Waste Coordinator to identify the GPS coordinates of all City street and park trash and recycling containers and to include them on a dedicated route to ensure weekly collection. Rumpke has also identified high use containers and established a more frequent collection schedule to reduce unsightly piles of debris. We look forward to continuing the progress that has been made with this service under the new contract.

Rumpke also understands the importance of Covington facilities having regular service. Rumpke will provide curbside, container or roll off service, as needed to the City's 40 facilities, at no additional charge.

Special Event/Special Circumstance Solid Waste & Recycling

As the current waste and recycling service provider for the City, we are aware of Covington residents' need to dispose of large/bulk items throughout the year. Rumpke and the City worked together to establish a program that allows residents to place one properly prepared large/bulk item at the curb each week.

A large/bulk item includes any item that doesn't completely fit within a cart, which include:

- Mattress & box spring (considered 1 item)
- Up to 3 extra trash bags (must be in a receptacle with lid)
- Up to 3 carpet bundles (must be cut into 4 ft sections rolled or folded & tied into bundles not to exceed 50 lbs.)
- Appliances
- Up to 3 yard debris bags or 3 bundles (must be tied in lengths no longer than 4 ft long & 2 ft wide not to exceed 50 lbs.)
- Furniture (ex: sectional sofa, bed frame, set of table & chairs, dresser & drawers)
- Televisions 32" and smaller

Rumpke does require mattress/box springs & upholstered furniture to be wrapped & sealed in plastic prior to collection and Freon must be removed by a certified professional & proper documentation be affixed to the appliance.

Residents with additional large items, can contact Rumpke and schedule extra collection at a per item rate. See Pricing Section for additional details.

Additionally, Covington residents can use Rumpke's full-service waste collection team – Haul-it-Away, which collects waste from anywhere on a property (garages, attics, basements, yards, etc), sorts through the material, donates, recycles or properly disposes of what is collected. Rates vary based on location and amount of material at the curb. Residents would contact Rumpke directly to schedule the collection of additional waste.

Rumpke will also provide to the City, at no additional cost, the use of 12 open top containers to use at the City's discretion for clean-up events.

Rumpke will also work with the City to establish four residential bulk item collection events each year. Pricing for *large cleanups* is included in the Pricing Section. The events will be at locations mutually agreed upon by the City and Rumpke. Rumpke recommends using the allocated Rumpke open top dumpsters for these events. Rumpke will also offer a tire collection event as one of these collection events. Please see the Pricing Section for pricing related to tire collection events. If Rumpke is awarded the transfer station contract, Rumpke will maintain a box at the site to collect tires to transport to our tire recycling facility in Butler County, Ohio.

If Rumpke is awarded the transfer station contract, we will allow Covington residents to bring large items and extra trash directly to the transfer station throughout the year, at a discounted rate.

The use of open top dumpsters can also be used to assist residents and businesses that experience a high-volume of waste resulting from wind-water or other acts of God/Motner Nature. Additional containers can be requested at a negotiated rate.

To help residents dispose of extra waste following the holidays, Rumpke will collect all material (within reason) placed at the curb the week following the Christmas Holiday. Additionally, Rumpke will continue to collect live Christmas Trees curbside for a two-week period in January, on the same day as trash and recycling collection. Trees should be free of all lights, ornaments, tinsel, and other decorations. Trees should *not* be placed in plastic bags. If Rumpke is awarded the transfer station contract, we would also have a Christmas Tree collection at the site. The trees would then be transported to Rumpke's NPK composting to be converted to mulch.

Throughout Rumpke's service region there are customers that require special assistance to get trash and recycling to the curb. Residents that require carry out service should contact Rumpke directly to learn about options and concierge service rates.

Rumpke has a fleet of trucks, an inventory of containers and personnel that are available to assist with City clean-up events. See Pricing Section for large item cleanup pricing.

And to help with trash and recycling generated at City approved special events, Rumpke's Municipal Sales Representative Robin Klaber will continue to work directly with event organizers to ensure a sufficient number and appropriate trash receptacles are located throughout the event site. Available containers include; special event boxes and liners or rent rolling carts, container dumpster or compactors. Rumpke has years of experience managing waste and recycling collection for large regional events, including the Flying Pig Marathon, the Heart Mini, Newport Italianfest, Labor Day Fireworks, Oktoberfest Zinzinnati and Taste of Cincinnati. In addition to containers, we also have additional services, including portable toilet rentals and having garbage trucks and staff on site to assist with cleanup efforts.

Fleet & Equipment

Rumpke's Butler Hauling Operation's, which services the City of Covington trash customers, fleet includes:

- 18 commercial collection trucks
- 59 residential collection trucks
- 41 industrial collection trucks

Rumpke's St. Bernard Hauling Operation's, which services the City of Covington's recycling customers, has a fleet of 116 trucks.

Also available as support for back-up are more than 600 rear load, roll-off and front load trucks which are operated out of Rumpke's Cincinnati facility. In addition, Rumpke's large fleet of more than 1,900 trucks on a company-wide basis, and multiple repair facilities capable of complete rebuilds of trucks and equipment, assures the City of Covington sufficient equipment to provide the services required under this contract.

Rumpke has GPS technology on all of its trash and recycling collection vehicles, allowing us to easily track the location and speed of vehicles.

Rumpke currently uses a variety of trucks to service City residents and businesses. To service customers in tight alleys, we use a pickup truck. To service customers along busy stretches of roadway, we use an automated vehicle.

Regardless of the type of a collection vehicle, Rumpke takes a proactive approach to vehicle maintenance, which goes above and beyond DOT standards. This starts with training our drivers to perform thorough pre-and post-trips to ensure the truck is in proper working order before it leaves the parking lot.

As part of our preventative maintenance program, all Rumpke trucks are inspected by a certified vehicle maintenance technician every 30-days. Additionally, Rumpke maintenance performs a major brake job, including replacing all bearings and brake foundation parts, regardless of condition, every third brake job. When a truck has been in operation for several years, Rumpke also does an extensive midlife rebuild on its truck, which includes a body and chassis refurb as well as new paint that brings the truck back to like new status.

Annually, Rumpke makes fleet upgrades and retire older vehicles. In recent years, Rumpke has made a concerted effort to purchase additional new vehicles at its Butler, Kentucky, and St. Bernard locations to lower the average age of those fleets.

Rumpke trucks operate with the latest emission control devices, established by the EPA. While we don't currently operate compressed natural gas (CNG) vehicles out of our Butler, Kentucky, or St. Bernard, Ohio, locations, the company has made a large investment in this technology, currently operating more than 350 CNG vehicles companywide.

In the event that CNG fueling options become widely available in Northern Kentucky, we would be open to investing in that technology for the City of Covington.

While a good preventative maintenance program may prevent some truck issues, it won't prevent them all. And in the event that a collection vehicle leaks fluids on a City street, Rumpke will immediately notify the Solid Waste Coordinator and follow our standard operating procedures of containing the spill and have our spill response team work directly with the City to ensure the roadway or parking lot is returned to the same condition prior to the spill.

Marketing & Community Engagement

Rumpke is invested in the communities that we service. We want our programs to be successful. To help municipalities communicate their waste and recycling program with residents, Rumpke lends the assistance of its corporate communications group.

Rumpke's nine-person, award-winning corporate communications group has developed successful working relationships with municipalities throughout our four-state service region, successfully increasing recycling participation and proper waste disposal practices through the use of integrated marketing and community outreach programs.

Members of Rumpke's corporate communications group including the company's West Area communications manager educational specialist, creative supervisor, junior graphic designer and a digital analyst will work directly with Covington's Solid Waste Coordinator to develop and implement marketing and community engagement strategies related to the City's waste and recycling program, as outlined in the RFP.

Rumpke's team has assembled a marketing and communications plan for Covington that includes strategies and tactics that have proven successful in promoting waste and recycling programs in other communities Rumpke serves, as well as new ideas customized to meet Covington's challenges and objectives. As part of our RFP response, we are pleased to present a formal communications plan, complete with timeline, appropriated budget as well as methods to evaluate each tactic.

To assist the Solid Waste Coordinator and Rumpke's communication staff in their efforts to effectively promote Covington's waste and recycling program, Rumpke will earmark \$25,000 a year for the life of the contract. If Rumpke is awarded the transfer station contract, we will increase the marketing dollars to \$50,000 a year for the life of the contract.

In addition to supplying personnel, creative expertise and marketing dollars, Rumpke will also make its facilities available to Covington residents to tour and learn more about the waste and recycling process.

Annually, Rumpke's facilities draw thousands of visitors boasting a unique and powerful educational experience.

Rumpke's state-of-the-art recycling facility in St. Bernard, processes the region's recycling. Rumpke offers site tours to explain what happens after material leaves the curb as well as explain the dos and don'ts of recycling. The facility will be available for tours to students and the general public, high school aged and older. Rumpke's landfills will also be available for tours, upon request. Residents and students will have the opportunity to tour our sites to learn how landfills are constructed and the environmental safeguards in place, as well as more about the landfill gas recovery process and benefits.

Lastly, Rumpke's mascot Binny is excited to continue visiting Covington schools and events.

MARKETING PLAN

Executive Summary

The City of Covington continues to refine its waste and recycling program to simplify trash and recycling collection for its residents and businesses while reducing unsightly piles of garbage in curbs and alleys and increasing recycling participation. As the City's waste and recycling service provider, Rumpke will continue to work closely with the City to promote trash and recycling events, proper setouts and the importance of recycling correctly.

Key Messages

- The City of Covington partners with Rumpke Waste & Recycling for proper waste and recycling collection and disposal.
- The City of Covington requires residents to place at the curb in a City-issued container. Additional trash can (up to 3 bags) be placed at the curb in a private receptacle with a lid. Residents can also place one properly prepared large item per week at the curb. Your cooperation ensures your material is collected and the City streets remain tidy.
- Recycling is available to Covington residents at no additional cost.
- Recycling has tangible benefits that directly affect the well-being of the environment and the local economy, but to be effective, we need to make sure the correct items are placed in recycling containers.

Audiences

- Covington Homeowners
- Covington Renters
- Covington Landlords
- Covington Students
- Covington Businesses
- Public Officials
- Local Organizations like Keep Covington Beautiful and Neighborhood Associations

Objectives

- Continue to educate residents and businesses about proper waste and recycling setouts.
- Reduce the amount of waste placed at the curb incorrectly.
- Increase participation in Covington's recycling program.
- Increase the amount of material Covington residents recycle annually.



Strategies

- Continue using direct mail pieces to help educate residents and businesses about the City's waste and recycling program guidelines
- Develop a social media plan to remind residents about upcoming events, program reminders and trash and recycling tips.
- Partner with community leaders and community groups to communicate the importance of following the program.
- Partner with Covington schools to share details about the City's waste and recycling program with area students.
- Educate those moving into the City (or around the City) about the City's waste and recycling program.

Strategy: Continue using direct mail pieces to help educate residents and businesses about the City's waste and recycling program guidelines

- Save the Date Direct Mail: Rumpke will work with the City on an annual save the date postcard to mail to all residents at the beginning of each year that details key dates including tire cleanups, Christmas Tree disposal, Great American Clean-up and other events determined by the City. advertising important dates.
 - Budget: \$11,000 for printing and mailing costs. Cost includes 2 rounds of revisions, additional revisions will be billed to the City at the rate of \$30 per hour.
 - Timeline: Delivered in February/March each year.
 - Evaluation: Tactic will be evaluated by the number of residents that attend events.
- Recycling Reminder: Rumpke will work with the City to develop a direct mail piece to promote the availability of curbside recycling as well as the importance of recycling correctly. The mailer will be timed to hit mid-year annually.
 - Budget: \$11,000 for mailing and printing. Cost includes 2 rounds of revisions, additional revisions will be billed to the City at the rate of \$30 per hour.
 - Timeline: Mailed and delivered at the end of Q2 or the beginning of Q3
 - Evaluation: Tactic will be evaluated by the number of new recycling signups.

Strategy: Develop a social media plan to remind residents about upcoming events, program reminders and trash and recycling tips.

- Facebook Outreach: Rumpke will work with the City to develop a social media post schedule that promotes program events, guidelines and tips. Rumpke will regularly boost one post per month.
 - Budget: \$1,200
 - Timeline: Monthly
 - Evaluation: Tactic will be evaluated by the number of likes, shares and conversations.

Strategy: Partner with community leaders and community groups to communicate the importance of following program.

- Community Group Outreach: Rumpke representatives will attend community group meetings (including but not limited to *Neighborhood Associations, Commission Meetings, Keep Covington Beautiful Board Meetings*) to provide updates on the City's waste and recycling programs as well as discuss other aspects of the waste and recycling process including MRF operations, landfill construction, methane gas recovery, etc.
 - Budget: No additional cost.
 - Timeline: Ongoing
 - Evaluation: Rumpke will ask attendees at each meeting to complete a Survey Monkey survey (using Rumpke's account). Tactic will be evaluated based on the survey results.



-
- **Special Events:** Rumpke works to ensure a presence at community events in areas that we service. Rumpke will work with the City of Covington to identify opportunities for Rumpke to host informational booths and schedule mascot appearances with Rumpke's mascot, Binny the Recycling Bin.
 - **Budget:** No additional cost.
 - **Timeline:** Rumpke will review events with the City once the contract is awarded.
 - **Evaluation:** Rumpke will evaluate the tactic based on foot traffic at booths as well as interest surrounding Binny appearances.
 - **Facility Tours:** Rumpke will welcome Covington school groups and civic organizations to its landfills and recycling centers. Annually, more than 10,000 residents visit Rumpke facilities. Tours are free of charge.
 - **Budget:** No additional cost.
 - **Timeline:** Ongoing
 - **Evaluation:** Rumpke will ask attendees of each tour to complete a Survey Monkey survey (using Rumpke's account). Tactic will be evaluated based on the survey results.
 - **Kenton County Public Library:** Rumpke will work with the Covington branch of the Kenton County Public Library to create a series that discusses waste and recycling topics including recycling dos and don'ts, importance of recycling, environmental safeguards at landfills, how recycling works and landfill gas recovery.
 - **Budget:** No additional cost.
 - **Timeline:** Ongoing
 - **Evaluation:** Rumpke will ask attendees to complete a Survey Monkey survey (using Rumpke's account). Tactic will be evaluated based on the survey results.

Strategy: Partner with Covington schools to share details about the City's waste and recycling program with area students.

- **School Presentations:** Rumpke's Education Specialist will reach out to educators within the Covington Public School system as well as educators at private schools within the City's footprint to schedule in-classroom presentations and school assemblies to promote the importance of recycling and how to recycle correctly. For high school students, we will extend an invitation to tour Rumpke's recycling facility.
 - **Budget:** No additional cost
 - **Timeline:** Ongoing
 - **Evaluation:** Tactic will be evaluated by surveys completed by faculty at each school.

Strategy: Develop a program to educate those moving into the City (or around the City) about the City's waste and recycling program.

- **New Move In Welcome Packet:** Rumpke will work with the City to obtain a monthly list of new residents. Rumpke will mail a brochure promoting the programs guidelines.
 - **Budget:** \$1,000 per year for mailing and printing costs.
 - **Timeline:** Ongoing
 - **Evaluation:** Tactic will be evaluated by the number of incorrect set-outs each week.



Inventory & Management of Carts

Rumpke currently provides storage for Covington-owned carts. The recycling carts are stored at our container maintenance facility in Colerain Township, Ohio, while the trash carts are stored at our Butler, Kentucky, hauling operations. Carts that are removed from households are cleaned at these facilities before returning to new customers.

Rumpke currently provides a cart inventory count upon request. If Rumpke is awarded the new contract, we recommend reporting inventory numbers monthly to ensure adequate supply and give the City ample time to purchase additional carts.

In addition to providing storage, Rumpke also manages cart deliveries and removals. When a customer requests delivery, a work order is generated for the delivery or removal of a cart. Weekly, a cart delivery and removal report is generated and an operations team member delivers/removes carts. Carts are delivered/removed within 7-10 business days.

Rumpke has a logistics department that performs route and cart audits regularly for the company and can perform cart audits for the City of Covington as needed.

Reporting

Rumpke currently provides monthly reporting to the City of solid waste and recycling tonnages, as well as the number of recycling customers. These reports are uploaded to Box.com to be shared with City personnel as needed.

Rumpke can provide an open work order report on a monthly basis. Rumpke currently provides a stolen cart report to the Solid Waste Coordinator, upon request. Since there are no dates associated with when a cart officially went missing it isn't a date driven report. We recommend providing this once a quarter.

Rumpke does currently provide a monthly complaint log, and will continue to do so, if awarded the new contract, we will modify the existing report to include the resolution to the complaint.

Please see Sample Reports.



Sample Reports



www.rumpke.com | 1-800-828-8171

RUMPKE

**Covington - Recycle Tonnage
December 2019**

Rear Load
Sum of Tons
168.22

Front Load
Sum of Tons
28.02

Roll Off
Sum of Tons
27.85

**Covington - MSW Tonnage
December 2019**

Rear Load
Sum of Tons
1348.07

Front Load
Sum of Tons
614.51

Roll Off
Sum of Tons
921.72

Customer Complaint Call Details for City of Covington

Date Range: Dec 1, 2019 - Dec 31, 2019

Company Number 41

Cust #	Customer Name	Service Address	Complaint Type	Keyed Date Time	Note Description
104538	KEYSTONE BAR AND GRILL	313 GREENUP ST	Ops	2019-12-02	RECY MISSED
127423	BOBBY CARMONY	73 JUAREZ CIR	Ops	2019-12-30	UPSET THAT THE DRIVER PASSED HER ON HIS WAYOUT OF HER NEIGHBORHOOD INSTEAD OF STOPPING AT HER HOME AGAIN FOR THE BOXES SHE WAS BRINGING OUT
135238	DONALD ARNSPERGER	2902 DECOURSEY AVE 1	Ops	2019-12-04	CUST STATES EVER SINCE OCTOBER WHEN HE REPORTED THE DRIVER SIDE SWIPED HIS CAR THAT HIS TRASH HAS NOT BEEN PICKED UP WHENEVER THAT PARTICULAR DRIVER IS ON THE ROUTE -SAYS ITS RIDICULOUS FOR THE DRIVER TO TARGET HIM WHEN SHE WAS THE ONE TO HIT HIS PROPERTY -LEFT VM FOR JESSICA FOR RETURN AND
135945	AUSTINBURG APTS	411 PATTON ST	Ops	2019-12-05	CUST STATES DRIVER IS COMING BEFORE 7AM
136007	AMERICAN LEGION HOME CORP	3801 WINSTON AVE	Ops	2019-12-20	CUST STATES THE THE DRIVER IS DRIVING UP THE SIDEWALK TO GET TO THE DUMPSTER & SLAMMING THE DUMPSTER DOWN AFTER SVC, ALSO STATES THAT THE DRIVER DAMAGED HIS "POLES" & CONCRETE TRANS TO SPEAK WITH SUPERVISOR

Jan 2, 2020

1

10:10:51 AM

Work Orders Missed

Date Range: Dec 1, 2019 - Dec 31, 2019

Action Date Time	Work Order Number	Company Number	Customer Number	Price List Code	Service Type	Residential Flag	Service Address	Service City	Service State
12/2/19	2706945	41	131369	*COV	Trash	Y	913 WESTERN AVE	COVINGTON	KY
12/2/19	2707340	41	126028	*COV	Trash	Y	1269 HANDS PIKE	COVINGTON	KY
12/2/19	2707539	41	136544	*COV	Trash	N	1236 SCOTT ST	COVINGTON	KY
12/2/19	2707556	41	135734	*COV	Trash	N	338 E 16TH ST	COVINGTON	KY
12/3/19	2708339	41	145313	*COV	Recycling	N	436 FARRELL DR	COVINGTON	KY
12/3/19	2708378	41	127098	*COV	Recycling	Y	141 INDIAN CREEK DR	COVINGTON	KY
12/3/19	2708412	41	244593	*COV	Trash	Y	721 SCOTT ST 3	COVINGTON	KY
12/3/19	2708504	41	143712	*COV	Recycling	N	489 FARRELL DR	COVINGTON	KY
12/3/19	2708576	41	128324	*COV	Trash	Y	9242 MARSHALL RD	COVINGTON	KY
12/3/19	2708596	41	128945	*COV	Trash	Y	3540 PARK DR	COVINGTON	KY
12/3/19	2708609	41	130591	*COV	Trash	Y	214 TANDO WAY	COVINGTON	KY
12/4/19	2712914	41	135759	*COV	Trash	N	677 W 3RD ST	COVINGTON	KY
12/6/19	2713552	41	254584	*COV	Recycling	Y	2231 AMICI DR	COVINGTON	KY
12/9/19	2713589	41	130255	*COV	Recycling	Y	1209 W SPRING ST	COVINGTON	KY
12/9/19	2713803	41	136332	*COV	Trash	N	837 GREER AVE	COVINGTON	KY
12/10/19	2714672	41	143014	*COV	Recycling	N	420 MADISON AVE	COVINGTON	KY
12/12/19	2715155	41	135991	*COV	Trash	N	1001 SCOTT ST	COVINGTON	KY
12/12/19	2715185	41	128159	*COV	Recycling	Y	2408 MADISON AVE	COVINGTON	KY
12/13/19	2715407	41	127314	*COV	Trash	Y	949 JOHN ST	COVINGTON	KY
12/14/19	2715502	41	135790	*COV	Trash	N	615 W 9TH ST	COVINGTON	KY
12/16/19	2715816	41	254584	*COV	Recycling	Y	2231 AMICI DR	COVINGTON	KY
12/17/19	2716531	41	136773	*COV	Recycling	N	350 PIKE ST	COVINGTON	KY
12/17/19	2716624	41	135834	*COV	Trash	N	502 FARRELL DR	COVINGTON	KY
12/17/19	2716655	41	136315	*COV	Trash	N	601 W 9TH ST	COVINGTON	KY
12/18/19	2716663	41	247527	*COV	Recycling	N	124-128 5TH ST	COVINGTON	KY
12/18/19	2717157	41	145917	*COV	Recycling	Y	606 E 21ST ST	COVINGTON	KY
12/18/19	2717707	41	139917	*COV	Trash	N	120 W 38TH ST	COVINGTON	KY
12/19/19	2717913	41	130913	*COV	Trash	Y	914 VIRGINIA LN	COVINGTON	KY
12/19/19	2717972	41	121340	*COV	Trash	Y	516 E 21ST ST	COVINGTON	KY
12/20/19	2718075	41	147995	*COV	Trash	Y	1191 TORREYS CT	COVINGTON	KY
12/20/19	2718106	41	123703	*COV	Trash	Y	403 BYRD ST	COVINGTON	KY

SAMPLE

Recyclers - Covington, KY Between Dec 1, 2019 and Dec 31, 2019

Delivery Date	PID Number	Default Work Order Route	Service Street Number	Street	Suff	Zip	Dir	S/N	Size	#PU
20150701	055.14.04.009.00	1R32	215	20TH	ST	41014	W	R753320	7S	1
20150826	055.14.03.021.00	1R32	302	20TH	ST	41014	W	R753591	7S	1
20150701	055.14.03.022.00	1R32	306	20TH	ST	41014	W	R008994	3S	1
20151214	055.14.03.022.00	1R32	306	20TH	ST	41014	W	R008896	3S	1
20150701	055.14.04.002.00	1R32	309	20TH	ST	41014	W	R753323	7S	1
20150701	055.12.21.016.00	1R32	314	20TH	ST	41014	W	R753343	7S	1
20150701	055.12.21.015.00	1R32	316	20TH	ST	41014	W	65R753900	7S	1
20191106	055.12.22.003.00	1R32	317	20TH	ST	41014	W	65R909317	7S	1
20150701	055.12.21.014.00	1R32	318	20TH	ST	41014	W	R753335	7S	1
20150826	055.12.21.009.00	1R32	332	20TH	ST	41014	W	R753595	7S	1
20150701	055.12.22.010.00	1R32	333	20TH	ST	41014	W	R753304	7S	1
20151030	055.32.04.068.00	1R10	307	21ST	ST	41014	E	R008884	3S	1
20150811	055.32.05.003.00	1R10	411	21ST	ST	41014	E	R009346	3S	1
20151016	055.32.22.014.00	1R10	506	21ST	ST	41014	E	R032118	9S	1
20150701	055.32.23.002.00	1R10	507	21ST	ST	41014	E	R034214	9S	1
20150701	055.32.22.013.00	1R10	508	21ST	ST	41014	E	R032537	9S	1
20150701	055.32.23.003.00	1R10	509	21ST	ST	41014	E	R785819	7S	1
20150701	055.32.22.012.00	1R10	510	21ST	ST	41014	E	R032588	9S	1
20150701	055.32.22.011.00	1R10	512	21ST	ST	41014	E	R785851	7S	1
20150701	055.32.22.010.00	1R10	514	21ST	ST	41014	E	R785859	7S	1
20150910	055.32.23.006.00	1R10	515	21ST	ST	41014	E	R788535	7S	1
20150814	055.32.22.009.00	1R10	516	21ST	ST	41014	E	R753542	7S	1
20150701	055.32.22.008.00	1R10	518	21ST	ST	41014	E	R785858	7S	1
20150701	055.32.29.019.00	1R10	604	21ST	ST	41014	E	R785818	7S	1
20150701	055.32.30.002.00	1R10	607	21ST	ST	41014	E	R785856	7S	1
20150814	055.32.30.003.00	1R10	609	21ST	ST	41014	E	R753548	7S	1
20150814	055.32.29.016.00	1R10	610	21ST	ST	41014	E	R753547	7S	1
20150701	055.32.29.015.00	1R10	612	21ST	ST	41014	E	R785855	7S	1
20180223	055.32.30.005.00	1R10	613	21ST	ST	41014	E	65R8752739	7S	1
20150701	055.32.32.009.00	1R10	708	21ST	ST	41014	E	R785854	7S	1
20150701	055.14.08.001.00	1R32	151	21ST	ST	41014	W	R753350	7S	1

EXHIBIT B

To Contract for Solid Commercial and Residential
Solid Waste and Recycling Collection

Price Schedule

EXHIBIT B

**CITY OF COVINGTON, KY
MUNICIPAL PRICE SCHEDULE
JULY 1, 2020 - JUNE 30, 2021**

COMMERCIAL TRASH CONTAINER RATES

*Commercial Containers Subject to Annual 3.0% increases
Compactor leases will be negotiated directly with users
Mixed use parcels at commercial container rate*

COMMERCIAL TRASH FRONTLOAD & REARLOAD CONTAINER RATES:

SIZE	1X	2X	3X	4X	5X	6X	EXTRA
2YD	65.00	130.00	190.00	245.00	295.00	340.00	50.00
4YD	115.00	230.00	340.00	445.00	545.00	640.00	90.00
6YD	135.00	270.00	400.00	525.00	645.00	760.00	100.00
8YD	175.00	350.00	510.00	670.00	820.00	970.00	130.00

COMMERCIAL TRASH CART SERVICE NOTE: (RUMPKE LOGO CARTS):

# CARTS	1X	2X	3X	RENTAL CHARGE+TAX
1	15.00	30.00	45.00	1.50 EA
2	30.00	60.00	90.00	1.50 EA
3	45.00	90.00	135.00	1.50 EA
4	60.00	120.00	180.00	1.50 EA
5	75.00	150.00	225.00	1.50 EA
6	90.00	180.00	270.00	1.50 EA

COMMERCIAL TRASH or RECYCLING VIP COMPACTOR CONTAINER RATES:

SIZE	1X	2X	3X	4X	5X	6X	EXTRA
2YD	125.00	255.00	380.00	510.00	635.00	765.00	75.00
4YD	205.00	415.00	620.00	825.00	1,035.00	1,245.00	95.00
6YD	285.00	570.00	850.00	1,145.00	1,435.00	1,715.00	115.00
8YD	365.00	730.00	1,095.00	1,470.00	1,830.00	2,195.00	135.00

PERMANANT ROLL-OFF MSW CONTAINERS AND COMPACTOR RATES:
(Annual 3% increases on Haul/Disposal only)

CONTAINER SIZE	DAILY RENT	COST PER HAUL	HAUL INCLUDES	OVER TONNAGE	OVER PER TON CHARGE
10YD	3.00	410.00	4 TONS	OVER 4 TONS @	35.00
15YD	3.00	430.00	4 TONS	OVER 4 TONS @	35.00
20YD	3.00	500.00	4 TONS	OVER 4 TONS @	35.00
30YD	3.00	540.00	4 TONS	OVER 4 TONS @	35.00
34YD	3.00	540.00	4 TONS	OVER 4 TONS @	35.00
40YD	3.00	575.00	4 TONS	OVER 4 TONS @	35.00
42YD	3.00	635.00	4 TONS	OVER 4 TONS @	35.00

**CITY OF COVINGTON, KY
MUNICIPAL PRICE SCHEDULE
JULY 1, 2020 - JUNE 30, 2021**

COMMERCIAL RECYCLING CONTAINER RATES

Commercial Containers Subject to Annual 3.0% increases

PERM/ TEMP ROLL-OFF OCC CONTAINERS AND COMPACTOR RATES:

CONTAINER SIZE	DAILY RENT	COST PER HAUL
30YD	3.00	290.00
34YD	3.00	300.00
42YD	3.00	315.00

SINGLE STREAM RECYCLING FRONTLOAD & REARLOAD COMMERCIAL CONTAINER RATES:

SIZE	1X	2X	3X
4YD	110.00	225.00	335.00
6YD	130.00	265.00	395.00
8YD	150.00	300.00	450.00

OCC RECYCLING FRONTLOAD & REARLOAD COMMERCIAL CONTAINER RATES:

SIZE	1X	2X	3X
4YD	105.00	220.00	330.00
6YD	125.00	260.00	390.00
8YD	145.00	295.00	445.00

COMMERCIAL RECYCLING CART SERVICE NOTE: (RUMPKE LOGO CARTS):

# CARTS	1X	2X	3X	RENTAL CHARGE+TAX
1	12.50	28.13	42.19	1.50 EA
2	25.00	56.25	84.38	1.50 EA
3	37.50	84.38	126.56	1.50 EA
4	50.00	112.50	168.75	1.50 EA
5	62.50	140.63	210.94	1.50 EA
6	75.00	168.75	253.13	1.50 EA

**CITY OF COVINGTON, KY
MUNICIPAL PRICE SCHEDULE
JULY 1, 2020 - JUNE 30, 2021**

All Services subject to Annual 3.0% increases

CITY CAN SERVICE:

City Cans						
\$1.73/Lift	1X	2X	3X	4X	5X	6X
Lifts/Month	4.33	8.66	12.99	17.32	21.65	25.98
City Can Monthly Bill	7.49	14.98	22.47	29.96	37.45	44.95

TRASH & RECYCLING CART RATES:

Trash & Recycling – Carts	
Cart Rental - Rumpke Cart	1.50/Month
Cart Delivery - City Cart	15.00/Cart
Cart Maintenance - City Cart	0.22/Month
Cart Storage / Inventory - City Carts	750.00/Month

RESIDENTIAL TRASH & RECYCLING:

Residential Trash & Recycling - \$10.45/Month	
Residential Trash	6.95
Residential Recycling	3.50
Additional Large Items	10.00

SPECIAL EVENTS/SERVICE:

Special Events		
Type of Service	Tonnage Rate	Hourly Rate
MSW Only	35.00	\$150 per truck
Commingled Recycling	45.00	\$150 per truck
Yard Waste	40.00	\$150 per truck
Tire	150.00	\$150 per truck

EXHIBIT C

To Contract for Solid Commercial and Residential
Solid Waste and Recycling Collection

Covington City Facilities 2020

Facility	Address	Location	Equipment Type	Weekly Pickup Count	Serial Number	
City Hall	20 West Pike	City Hall	Cart City Issued	1	95R 032393	
	20 West Pike	City Hall	Cart City Issued	1	95R 032509	
	20 West Pike	City Hall	Cart City Issued	1	95R 032510	
	20 West Pike	City Hall	Cart City Issued	1	95R 032392	
	20 West Pike	City Hall	Cart City Issued	demo	35G 008974	
Park	Devou	Volpenhein Pavillion	Cart City Issued	4	95R 032114	
	Devou	Volpenhein Pavillion	Cart City Issued	4	95G 824463	
	Devou	Volpenhein Pavillion	Cart City Issued	4	95G 823113	
	Devou	Volpenhein Pavillion	Cart City Issued	4	95G 824465	
	Devou	Volpenhein Pavillion	Cart City Issued	4	95G 925560	
	Devou	Volpenhein Pavillion	Cart City Issued	4	95G 825378	
	Devou	Bandshell Bathroom	Cart City Issued	4	95R 048631	
	Devou	Bandshell Bathroom	Cart City Issued	4	95G 825566	
	Devou	Bandshell Bathroom	Cart Rumpke Reycling	4	N/A	
	Devou	Bandshell Bathroom	Cart City Issued	4	95R 048632	
	Devou	Bandshell Bathroom	Cart City Issued	4	95G 821287	
	Devou	Bandshell Bathroom	Cart City Issued	4	95G 825583	
	Devou	Bandshell Bathroom	Cart City Issued	4	95R 048633	
	Devou	Bandshell Bathroom	Cart Rumpke Recycling	4	565473	
	Devou	Montague Stone Shelter	City Issued	4	95G 822985	
	Devou	Montague Stone Shelter	City Issued	4	95G 825580	
	Devou	Montague Stone Shelter	Rumpke Issued	4	95R 034683	
	Devou	Breaden Shelter	City Issued	4	95G 825562	
	Devou	Breaden Bathroom	City Issued	4	95G 825581	
	Devou	Breaden Bathroom	City Issued	4	95G 825564	
	Devou	Breaden Bathroom	Rumpke Issued	4	65R 770904	
	Devou	Devou Park Golf Course	Rumpke Issued	3	8 yard FL Trash	
	Park	Randolph	Shelter & Parking Area	Cart City Issued	4	95G 828323
		Randolph	Shelter & Parking Area	Cart City Issued	4	95G 828256
		Randolph	Shelter & Parking Area	Cart City Issued	4	95G 826892
Randolph		Shelter & Parking Area	Cart City Issued	4	95G 824739	
Randolph		Shelter & Parking Area	Cart City Issued	4	95G 825671	
Randolph		Shelter & Parking Area	Cart City Issued	4	95G 824746	
Randolph		Shelter & Parking Area	Cart City Issued	4	95G 824745	
Randolph		Shelter & Parking Area	Cart Rumpke Issued	4	126534	

	Randolph	Pool	Cart City Issued	4	95G 827023
	Randolph	Pool	Cart City Issued	4	95G 823432
	Randolph	Under shelter near pool	Cart City Issued	4	95G 824747
	Randolph	Pool	Cart Unmarked	4	N/A
	Randolph	Pool	Cart Unmarked	4	N/A
	Randolph	Park area on Greenup	Cart City Issued	4	95G 830989
Park	Goebel	Shelter	Cart City Issued	3	95G826391
	Goebel	Shelter	Cart City Issued	3	95G826373
	Goebel	Shelter	Cart City Issued	3	95G823487
	Goebel	Shelter	Cart City Issued	3	95G823479
Park	Bill Cappel	Field #1	Cart City Issued	2	95G 823044
	Bill Cappel	Field #1	Cart City Issued	2	95G 823648
	Bill Cappel	Field #1	Cart City Issued	2	95G 824424
	Bill Cappel	Field #1	Cart City Issued	2	95G 812761
	Bill Cappel	Field #2	Cart City Issued	2	95G 824194
	Bill Cappel	Field #2	Cart City Issued	2	95G 812736
	Bill Cappel	Field #2	Cart City Issued	2	95G 823984
	Bill Cappel	Field #3	Cart City Issued	2	95G 830137
	Bill Cappel	Field #3	Cart City Issued	2	95G 831146
	Bill Cappel	Field #3	Cart City Issued	2	95G 813137
	Bill Cappel	Field #4	Cart City Issued	2	95G 827807
	Bill Cappel	Field #4	Cart City Issued	2	95G 824893
	Bill Cappel	Field #5	Cart City Issued	2	Locked in dugout
	Bill Cappel	Field #5	Cart City Issued	2	95G 822316
	Bill Cappel	Field #5	Cart City Issued	2	95G 833304
	Bill Cappel	Lower Shelter	Cart City Issued	2	95G 812808
	Bill Cappel	Lower Shelter	Cart City Issued	2	95G 822314
	Bill Cappel	Splash Pad	Cart City Issued	2	Locked behind gate
	Bill Cappel	Splash Pad	Cart City Issued	2	Locked behind gate
	Bill Cappel	Splash Pad	Cart City Issued	2	Locked behind gate
Park	47th and Decoursey	47th and Decoursey	Cart Rumpke Issued	1	95R034261
Park	Justin Sims	Euclid Street	Cart City Issued	1	95G824478
	Justin Sims	Euclid Street	Cart Rumpke Issued	1	35R013382
Park	Gus Sheehan	Parkway	Cart City Issued	1	95G823970
Housing Authority	2300 Madison Ave	2300 Madison Ave	Cart City Issued	1	95G 827012
	2300 Madison Ave	2300 Madison Ave	Cart Rumpke Issued	1	95R 032888
	2300 Madison Ave	2300 Madison Ave	Cart City Issued	1	95G 823524
	2300 Madison Ave	2300 Madison Ave	Cart City Issued	1	95G 812279
	2300 Madison Ave	2300 Madison Ave	Cart City Issued	1	95G 822578

		Section 8	Cart City Issued	1	65R 753371
Police Department	1 Police Memorial Dr	1 Police Memorial Dr	Cart Rumpke Issued	1	95R 031896
	1 Police Memorial Dr	1 Police Memorial Dr	Cart Rumpke Issued	1	95R 031783
	1 Police Memorial Dr	1 Police Memorial Dr	Rumpke Issued	5	4 Yd FL trash on casters
	1 Police Memorial Dr	1 Police Memorial Dr	Cart City Issued	1	95G 811804
	1 Police Memorial Dr	1 Police Memorial Dr	Cart City Issued	1	95G 812882
	1 Police Memorial Dr	1 Police Memorial Dr	Cart Rumpke Issued	1	95G 806589
	1 Police Memorial Dr	1 Police Memorial Dr	Cart City Issued	1	95G 811778
Public Works	4399 Boron Drive	Public Works	Cart Rumpke Issued	1	95G 806600
	4399 Boron Drive	Public Works	Cart City Issued	1	95G 815075
	4399 Boron Drive	Public Works	Random	N/A	N/A
	4399 Boron Drive	Public Works	Cart City Issued	1	95R 032563
	4399 Boron Drive	Public Works	Cart City Issued	1	65R 785679
	4399 Boron Drive	Public Works	Cart Rumpke Issued	1	95G 1063019
	4399 Boron Drive	Public Works	Cart Rumpke Issued	1	95G 1063020
	4399 Boron Drive	Public Works	Rumpke Issued	2	30 yard roll off
	4399 Boron Drive	Fleet	Cart City Issued	1	95G 814440
	4399 Boron Drive	Fleet	Cart City Issued	1	95R 032564
	4399 Boron Drive	Fleet	Cart City Issued	1	95G 815076
	4399 Boron Drive	Fleet	Cart City Issued	1	95R 032566
	4399 Boron Drive	Fleet	Cart City Issued	1	95G 814438
	4399 Boron Drive	Fleet	Cart City Issued	1	95R 032565
	4399 Boron Drive	Fleet	Cart City Issued	1	95G 814434
	4399 Boron Drive	Fleet	Cart City Issued	1	95R 032567
	1700 Montague	Urban Forestry	Cart City Issued	1	95G -
	1700 Montague	Urban Forestry	Cart City Issued	1	95G -
	1700 Montague	Urban Forestry	Rumpke Issued	1wk	8 yd FL Trash dumpster
Recreation	4399 Boron Drive	Brad's Building	Cart Rumpke Issued	1	95G 1063080
	4399 Boron Drive	Brad's Building	Cart City Issued	1	95G 814442
Fire Drillfield	4415 Boron Drive	Kenton County Fire Chief	Rumpke Issued	1wk	8 yd FL Trash dumpster
			Cart City Issued	1	95G -
			Cart City Issued	1	95G -
Fire Station	100 E Robbins	Fire Station #1	Rumpke Issued	2 wk	4 yard FL Trash
			Cart Rumpke Issued	1	R31984
			Cart Rumpke Issued	1	R31988
			Cart Rumpke Issued	1	R31989
			Cart Rumpke Issued	1	R31990
Fire Station	1252 Parkway	Fire Station #2	Cart Rumpke Issued	1	95G -

Fire Station	1255 Hands Pike	Fire Station #3	Cart Rumpke Issued	1	95G -
			Cart Rumpke Issued	1	R800396
			Cart Rumpke Issued	1	R909479
			Cart City Issued	1	95G829719
			Cart City Issued	1	95G829723
			Cart City Issued	1	95G829724
Fire Station	1502 Holman	Fire Station #6	Cart Rumpke Issued	1	95R032138
			Cart Rumpke Issued	1	95R031919
			Cart City Issued	1	95G833766
			Cart City Issued	1	95G833968
			Cart City Issued	1	95G833890
			Cart Rumpke Issued	1	95R031986
Fire Station	3315 Church Street	Fire Station #8	Rumpke Issued	2 wk	4 Yd FL trash
			Cart Rumpke Issued	1	95R031961
			Cart Rumpke Issued	1	95R031960
			Cart Rumpke Issued	1	95R032008
			Cart Rumpke Issued	1	95R032008

CITY OF CRESCENT SPRINGS - FRANCHISE AGREEMENT
RESIDENTIAL SOLID WASTE COLLECTION

THIS FRANCHISE AGREEMENT made and entered into this 10 day of December, 2014, by and between the CITY OF CRESCENT SPRINGS, KENTUCKY (the "City") and RUMPKE OF KENTUCKY, INC., a Kentucky corporation ("Rumpke"), 10795 Hughes Road, Cincinnati, Ohio 45251.

WITNESSETH:

WHEREAS, the City duly advertised for bids for the granting of an exclusive franchise for the right and privilege of entering in and upon the streets and public ways of the City for the collection, transportation and disposal of all residential solid waste in accordance with the specifications titled "City of Crescent Springs, Kentucky Solid Waste Collection Specifications, October, 2014", a copy of which is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, bids have been received and reviewed and it has been determined that the bid of Rumpke of Kentucky, Inc. is the lowest, best and most responsible bid;

NOW, THEREFORE, the City does hereby award to Rumpke an exclusive franchise to use the streets of the City for the purpose of collection, transportation and disposal of all residential solid waste generated in the City and for residential curbside recycling services according to the terms and conditions herein set out and the bid specifications attached as Exhibit "A" and the bid proposal and billing guidelines attached as Exhibit "B" incorporated herein as if fully set forth, AND in consideration of the granting of such franchise Rumpke does hereby covenant and agree with the City to provide the services described below:

1. Rumpke will provide all labor, materials and equipment necessary to comply with the terms of this Franchise Agreement and with the specifications therefor which are attached hereto and incorporated herein as Exhibit "A". Only closed trucks, maintained in a clean and sanitary condition, shall be used within the City.

2. The term of this Franchise Agreement shall be for a period of four (4) years commencing on January 1, 2015, and expiring on December 31, 2018. In addition, the City shall have the exclusive right and option to extend this Agreement for three (3) additional two (2) year periods for the amounts in the bid form as Exhibit "B". The City shall exercise each such option by giving written notice to Rumpke not less than thirty (30) days prior to the expiration of the then existing term or renewal terms.

The City reserves the exclusive right to terminate this Agreement at any time upon thirty (30) days written notice to Rumpke.

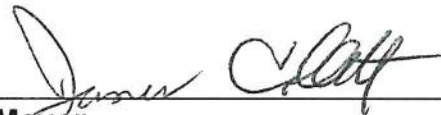
3. Rumpke shall be compensated for services performed hereunder by billing and collection from each residential solid waste and recycling customer individually at the rate of \$12.62 per unit per month for the initial four (4) year term of the Agreement. Additionally, Rumpke agrees at no charge to provide residents at residents' request, a green 65 gallon recycling cart. If the resident requests a recycling cart, Rumpke further agrees to charge only \$2.00 per month rental to said resident for the brown 96 gallon heavy-duty trash cart. If the resident does not request a green recycle cart, Rumpke may charge \$3.50 per month rental for the brown trash cart. The rates for the three additional two year renewal periods for 2019/2020; 2021/2022; and 2023/2024 shall be the rates set forth on the bid form for such periods as shown on Exhibit "B" attached hereto and incorporated herein.

4. Rumpke shall strictly comply with all provisions of state or federal law as applicable to the services provided hereunder.

5. Rumpke shall indemnify, hold harmless and defend the City, all of its agents and elected officials, officers, representatives, and employees from all actions, suits or claims of any kind, nature, character, name and description brought for or on account of any injuries or damages of any nature or amount received or sustained by any person, persons or property by or from Rumpke, its agents, employees or representatives, including any subcontractor or independent contractor resulting from or arising out of performance by Rumpke under this Agreement.

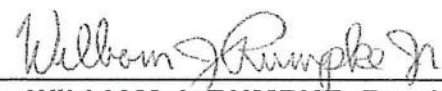
IN WITNESS WHEREOF, the parties, acting by and through their duly authorized officers, have executed this Agreement as of the day and year first above written.

CITY OF CRESCENT SPRINGS, KENTUCKY

BY: 

Mayor

RUMPKE OF KENTUCKY, INC.

BY: 

~~WILLIAM J. RUMPKE, President~~
WILLIAM J. RUMPKE, JR., President

CITY OF CRESCENT SPRINGS
RESIDENTIAL SOLID WASTE & CURBSIDE RECYCLING
COLLECTION SERVICES

BID FORM
BILLED DIRECTLY TO RESIDENT

Rumpke will continue to provide once per week solid waste collection on Monday of each week and once per week curbside recycling collection on Thursday of each week to be invoiced directly to each residential customer within the City of Crescent Springs on a quarterly basis as follows:

<i>Per Unit/Month 2015/2016</i>	<i>Per Unit/Month 1st Extension 2017/2018</i>	<i>Per Unit/Month 2nd Extension 2019/2020</i>	<i>Per Unit/Month 3rd Extension 2021/2022</i>	<i>Per Unit/Month 4th Extension 2023/2024</i>
\$12.32	\$12.62	\$13.25	\$13.91	\$14.60

PLAN FOR CONDUCTING THE BILLING AND COLLECTION PROCESS

Under this alternative, Rumpke will individually invoice residents of Crescent Springs on a quarterly basis in advance. For example, residents currently receive an invoice in the month of December for the January-February-March quarter.

Reminder notices for unpaid accounts are automatically sent at 31 days from the invoice date and 61 days from the invoice date. Rumpke reserves the right to terminate service to residents whose account becomes 91 days past due from the invoice date. These accounts are then referred to Rumpke's Collections Department for resolution. Any unresolved past due accounts are sent to an outside collection agency.

Residents who wish to temporarily suspend service for a minimum of 30 days (e.g. extended vacation, etc.) can notify Rumpke's Customer Service Department and service and billing will be suspended. It will be the responsibility of the resident to notify Rumpke when service is to resume.

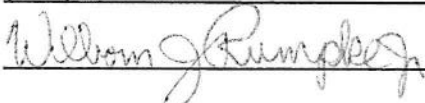
CONTRACTOR: RUMPKE OF KENTUCKY, INC.

Contact Person: William J. Rumpke, Jr., President

Address: 10795 Hughes Road

City, State, Zip: Cincinnati, Ohio 45251

Telephone No.: (513) 851-0122

Signature: 

ADDENDUM

This document serves to add the following to the contract dated December 10, 2014 between the City of Crescent Springs, Kentucky (the "City") and Rumpke of Kentucky, Inc. (the "Contractor").

It is hereby agreed as follows:

Effective January 1, 2021 and continuing through December 31, 2022 Rumpke shall continue to provide one (1) time per week solid waste collection and one (1) time per week curbside recycling collection from each residence within the City of Crescent Springs. Rumpke will invoice the residents directly on a quarterly basis at a rate of \$13.91 per month.

All other terms and conditions of the original contract dated December 10, 2014 shall remain unchanged.

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, blizzards, windstorms, high water table, unusually severe weather), fires, quarantine, labor disputes or strikes, explosion, shortage or failure in the supply of fuel, electric current or other public utility not caused by Contractor's actions, actions or decrees of governmental bodies not caused by Contractor's actions, or any other cause beyond the control of the parties (hereinafter referred to as a "Force Majeure Event"), the party who has been so

affected shall immediately give notice to the other party. Upon receipt of notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

The term of this contract extension shall be for two (2) years effective January 1, 2021 and continuing through December 31, 2022. This contract may be renewed for additional option periods upon mutual agreement of both parties.

**CITY OF
CRESCENT SPRINGS, KY**

Mike G. Daly
Title: City Administrator

Opie C Robinson
Witness

10.28.2020
Date

RUMPKE OF KENTUCKY, INC.

William J. Rumpke, Jr.
William J. Rumpke, Jr. President

Linda Lat
Witness

10/28/20
Date

**AGREEMENT BETWEEN THE
CITY OF CRESTVIEW HILLS, KENTUCKY AND
RUMPKE OF KENTUCKY, INC.
FOR SOLID WASTE COLLECTION AND
RECYCLING SERVICES**

Whereas, the City of Crestview Hills, Kentucky, issued a Request for Bids soliciting bids for solid waste residential collection and recycling services within the corporate boundaries of the City of Crestview Hills, Kentucky; and

Whereas, Rumpke of Kentucky, Inc. submitted a bid proposal, and the City of Crestview Hills, Kentucky desires to accept Rumpke of Kentucky, Inc.'s proposal as the lowest and best bid, thereby authorizing a contract with Rumpke of Kentucky, Inc.

Now, therefore, the City of Crestview Hills, Kentucky, a Kentucky municipal corporation and home rule class City, and Rumpke of Kentucky, Inc., a Kentucky corporation, hereby agree as follows.

SECTION ONE

SCOPE OF AGREEMENT

1.1 Rumpke of Kentucky, Inc. ("Contractor") shall, for the **City of Crestview Hills, Kentucky** ("the City"), collect and dispose residential solid waste and provide recycling services to the residents therein under the terms set forth in this Agreement, hereinafter referred to as "the Agreement."

1.2 Contractor shall collect, or cause to be collected all collectible solid waste material and all separately collectible recyclables, which have been placed for collection from each designated collection unit before the arrival of the **Contractor**.

1.3 The **City** shall provide **Contractor** with a schedule of streets from which the collection of residential waste and recyclable materials will occur during the term of this Agreement. The **City** reserves the right to revise the schedule of collections when necessary.

1.3.1 The collection schedule shall provide for the collection of all solid waste material, from each residential collection once per week, for all 52 weeks per year. All collection services shall be on Tuesday of each week for all **City** collections. **Contractor** will collect solid waste in containers provided by **Contractor** and unenclosed materials no more than five (5) feet in length and less than seventy-five (75) pounds. Limbs and brush shall be bundled and placed in length no greater than five (5) feet in length.

1.3.2 The collection schedule shall provide for the collection of separately collectible recyclables from each residential collection unit on Tuesday of each week during the collection period.

1.3.3 The collection schedule shall not provide for the collection of any recyclable or any other solid waste material on a Sunday during any period.

1.3.4 The collection schedule shall not provide for the collection of any recyclables or any other solid waste material on either Christmas or New Year's Day, if such days fall on a normally collected day of the week. Make-ups for holidays shall be on the next business day.

1.3.5 **Contractor** shall provide the **City** with maps and schedules of collection routes and keep such information current at all times.

1.3.6 Contractor shall provide a high level of customer service. All employees and agents are expected to conduct themselves in a professional manner and present a positive appearance. Employees shall wear uniforms with **Contractor's** name.

1.4 Contractor shall make all scheduled pickups as designed in the approved route collection schedule. If **Contractor** is notified by 3:00pm the day of the scheduled collection, **Contractor** shall ensure that the missed collection is picked up the same day (prior to 6:00 p.m.). Missed pickups after 3:00 p.m. will be picked up the next day no later than 10:00 a.m.

1.4.1 Contractor shall check with **City** personnel each day before departing the **City** to check on missed pickups. Additionally, **Contractor** shall supply the **City** with an email address and telephone number where **City** personnel can reach **Contractor** regarding missed pickups. An email address and telephone number shall be monitored at all times during the workday (8:00 a.m. to 5:00 p.m.) by **Contractor**.

1.5 Contractor shall collect all recyclables and other solid waste material between the hours of 7:00 a.m. and 6:00 p.m. local time by the use of motor vehicles with enclosed cargo space and backup signals. Such vehicles shall conform to all provisions and requirements of all laws, statutes, ordinances, and regulations of any governmental agency having jurisdiction. Vehicles shall not be backed out of streets providing a radius greater than one hundred ten (110) feet.

1.6 Contractor shall provide for once per week collection of large items, such as water heaters and furniture, from all single family attached, single family detached, and two-

family residential dwelling units by appointment. The cost of this service is included in the per unit rate established.

1.7 Contractor shall remove all recyclable material and other garbage from the containers in which it is placed for collection in such a manner that no portion is left in the container or laying on the ground. Additionally, the empty cart will be placed in such a manner that it will not be bent, dented, cracked, split, crushed or otherwise damaged. Dropping or slinging an empty can after disposal shall be prohibited.

1.8 Contractor shall be responsible for the timely clean up of any leaks from a collection truck, upon notification by the **City**. Repeated staining of **City** streets due to leaking trucks will subject the **Contractor** to potential default of the Agreement.

1.9 Contractor shall supply, at no additional charge beyond the base price, a standard 65-gallon wheeled cart to each residential customer. Residents may opt for a larger 95 -gallon trash cart.

1.9.1 Contractor shall pick up refuse that is not contained in the supplied trash cart, as long as it meets the required size and weight restrictions noted above.

1.9.2 The City shall provide to **Contractor** a list of all residential properties in the **City** eligible for curbside collection, along with a notation whether the resident prefers a 95-gallon container at least 30 days prior to the beginning of the Agreement. Those customers not indicating a preference shall receive a 65-gallon container by default. **Contractor** shall provide trash carts for any new residential units added during the Agreement period.

1.9.3 Residents within the Lookout Farm condominium association may additionally opt for a smaller 35-gallon cart supplied by **Contractor**. The **City** will supply a list of customers requesting the smaller cart size at least 30 days prior to the beginning of the Agreement. **Contractor** shall adjust their collection methods to accommodate the small carts within this area of the **City**.

1.10 **Contractor** shall provide each residential unit with a clearly marked 65-gallon recycling cart for individual use. This cart shall be provided at no additional cost beyond the per unit cost contained in the bid amount.

1.10.1 **Contractor** will provide no more than one replacement cart during the Agreement period if damaged or stolen.

1.10.2 Residents may choose to continue using a recycling bin in lieu of the 65-gallon cart.

1.10.3 The **City** shall provide a list of all residential properties in the **City** eligible for curbside collection, along with a notation whether the resident prefers a 65-gallon recycle cart or a recycling bin. Those residents not indicating a preference shall receive the 65-gallon recycle cart by default.

1.10.4 Recycle carts shall be a different color than waste carts, and the universal recycle logo shall be imprinted on the cart/container.

1.11 Recyclables (further designated in KRS 109.012) are defined as all glass, aluminum metal and bi-metal cans, jars, bottles or other containers, with the symbols 1PET or 2HDPE, newsprint, white paper, corrugated cardboard, phone books, and magazines.

1.12 Contractor shall make every reasonable attempt to ensure that all recyclables collected will be recycled and not placed in a landfill. If a load of recycled materials is rejected by a recycler, **Contractor** may dispose of the rejected recyclables in a landfill. Any recyclable materials that must be deposited in a landfill shall be recorded and a monthly report issued to the **City** denoting the weight and volume of materials dumped in the landfill. The report shall also list the total tonnage of recyclables collected.

1.13 Contractor shall provide written notice to each residential household via U.S. Mail at the outset of the Agreement explaining the **Contractor's** recycling procedures (what is accepted, etc.), along with **Contractor** telephone and email contact information.

1.14 Contractor shall provide a comprehensive report to the **City** on a quarterly basis (August, November, January, April) within twenty-five (25) days of the conclusion of the quarter detailing the total collection tonnage, number of units serviced, special collections (white goods, furniture, etc.), tonnage of recyclable materials, resident participation rates, etc. Every quarterly report shall also detail the total number of complaints received for that period, including a listing of each complaint and its final resolution.

1.15 Contractor shall include one 7-yard dumpster located at 50 Town Center Boulevard with regular weekly pickup. **Contractor** will also include recycling pickup services at 50 Town Center Boulevard on the same schedule as other residential collection in the **City**.

1.16 Contractor shall provide a 20-yard dumpster to the **City** three (3) times per year for three (3) consecutive days, generally in April, July, and November of each year of the Agreement period for the collection of waste from street sweeping activities.

1.17 Contractor shall provide an adequate number of disposable cardboard trash receptacles during the year for the **City's** special events and collect those within 24 hours of the conclusion of the event.

1.18 Contractor shall bear full responsibility and cost for producing and distributing, to each residential customer, at the beginning of the Agreement period to each residential unit served information regarding schedules, routes, service complaints, special pickups and services and recyclable requirements. Additional copies of this material shall be provided to the **City** to be kept at the **City** building for distribution to new residents. **Contractor** shall be responsible for notifying **City** residents if circumstances such as weather, etc. may affect regularly scheduled collection times or days. This may be done either electronically, telephonically, or via verbal/written notice.

SECTION TWO

TERM OF AGREEMENT AND COMPENSATION

2.1 The term of this Agreement shall be for three (3) years beginning July 1, 2020 and ending on June 30, 2023 at 11:59 p.m. local time.

2.1.1 The **City** may renew this Agreement for one (1) additional year beginning July 1, 2023 and ending June 30, 2024 at 11:59 p.m. local time.

2.1.2 The **City** may renew this Agreement for another one (1) additional year beginning July 1, 2024 and ending June 30, 2025 at 11:59 p.m. local time.

2.2 The basis for payment for the work specified in this Agreement shall be a per-unit rate billed and collected monthly from each residential unit within the boundaries of the **City** that receive residential solid waste collection and recyclable services. Said rates shall be consistent with **Contractor's** Bid Proposal Form attached as Exhibit B.

2.3 **Contractor** will invoice the **City** at the conclusion of each month during the term of the Agreement, a sum equal to the agreed per-unit rate multiplied by the number of actual units collected.

2.4 **The City** shall negotiate with **Contractor** to adjust the per-unit rate in the event that an unanticipated increase in base costs occurs during the course of the Agreement as a result of the imposition of new or increased governmental regulations not in effect at the time of the bid acceptance by the **City**.

2.5 **Contractor** will be granted a one-time adjustment to the Agreement price if the average price of diesel fuel (as cited by AAA's Daily Fuel Gauge Report) exceeds five dollars (\$5.00) per gallon for a period exceeding three (3) consecutive months. **Contractor** will be allowed a three percent (3%) price adjustment to the contracted amount for the remainder of the fiscal year in which the price adjustment is applicable. If the price of diesel fuel remains above five dollars (\$5.00) at the start of the next fiscal year, the fuel surcharge will remain in place until such time as the average price of diesel fuel drops below five dollars (\$5.00) per gallon for three consecutive months.

SECTION THREE

RIGHTS AND RESPONSIBILITIES OF THE PARTIES

3.1 **Contractor**, at its sole cost, shall obtain all licenses and permits as required by either state, federal, or **City** laws or regulations before commencing any work under this Agreement, including, but not limited to, an Occupational License to do business in the City of Crestview Hills.

3.2 The rights of the parties herein and the duties set forth herein inure only to the benefit of and are binding upon only the parties to this Agreement, **Contractor** and the

City. This is an independent contractor relationship and the parties are not engaged in a joint venture. Neither this Agreement nor any provisions hereof shall be deemed or construed to create any rights in any third-party beneficiary, intended or unintended. Nor does this Agreement confer upon any third-party any benefit, right, claim, or cause of action by reason of the performance or non-performance of either of the parties to this Agreement.

3.3 Neither party to this Agreement waives any claims or defenses accorded to them under the doctrines of absolute immunity, governmental immunity, statutory immunity, or any other immunity from claims of third parties under state or federal law.

3.4 Neither party may assign or transfer any rights, duties, or claims arising under this Agreement without first securing the written permission of the other party.

3.5 Any and all amendments to this Agreement shall be in writing, executed by both parties, and appended to this Agreement as an amendment.

3.6 Attached hereto, and incorporated by reference as if fully set forth herein, are the following Exhibits, which are expressly made part of this Agreement:

Exhibit A: Solicitation for Sealed Bid Proposals; and

Exhibit B: Bid Proposal Form submitted by **Contractor**.

3.7 This Agreement, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, by affixing their hands hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of

any other party or any other person or entity whatsoever, prior to the execution of this Agreement.

3.8 All notices pursuant to this Agreement shall be sent via U.S. mail to the following addresses:

For City: **City Administrator**
City of Crestview Hills, Kentucky
50 Crestview Hills Mall Road
Crestview Hills, KY 41017

For Contractor: **William J. Rumpke**
10795 Hughes Road
Cincinnati, OH 45251

3.9 This Agreement shall be construed according to the laws of the Commonwealth of Kentucky, and venue to enforce any term or provision in this Agreement shall lie in the Kenton Circuit Court.

3.10 This Agreement is severable. To the extent that any provision or term is determined by a court of law to be unenforceable or otherwise invalid, then said provision(s) or term(s) shall be severed from the Agreement and all remaining terms, provisions, and conditions shall remain in full force and effect.

3.11 Either party may terminate this Agreement upon the occurrence (i) of a material breach by the other party or (ii) by mutual agreement executed in writing by both parties. In the event of a termination of the Agreement, the party seeking termination of the Agreement shall provide forty-five (45) days written notice of the termination, citing reasons for termination, unless the parties, by mutual agreement, waive the notice requirements at which point the termination will become effective immediately. A party's failure to perform any of its duties or obligations as set forth in this Agreement shall constitute a material

breach of this Agreement. In the event legal action is taken by either party to enforce the terms of this Agreement, each party shall bear its own costs and attorney fees.

SECTION FOUR

INSURANCE REQUIREMENTS AND INDEMNIFICATION

4.1 Contractor shall at all times during the duration of the Agreement maintain Workers' Compensation Insurance, General Liability Insurance, Bodily Injury Liability Insurance, Automobile Liability Insurance, Property Damage Liability Insurance and Excess Umbrella Coverage. All insurance shall be provided by insurance providers acceptable to the **City** having a Best Rating of not less than "A+" (or equivalent rating) and in amounts acceptable to the **City** as outlined below. The **City** shall be notified not less than thirty (30) days in advance of cancellation or alteration of such coverage by the insurance provider. The minimum limits of coverage shall be as follows:

Workers' Compensation	Statutory Requirements
General Liability	\$1,000,000 per occurrence \$5,000,000 aggregate
Bodily Injury Liability	\$1,000,000 per occurrence \$5,000,000 aggregate
Automobile Liability	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
Excess Umbrella Coverage	\$2,000,000

4.2 Contractor shall agree to indemnify, defend, and hold harmless the **City**, its agents, elected officials, representative, and employees from and against all claims, demands, damages, losses, liability, and expenses, consequential damages of any kind or nature, including attorneys' fees arising from the execution of Broker's work performance or failure to perform under the terms of this Agreement, except for those claims which arise from the sole negligence or willful misconduct of the **City**.

SECTION FIVE

PERFORMANCE STANDARDS

5.1 The **City** enters into this Agreement with **Contractor** conditioned upon **Contractor** abiding by the following performance standards.

5.2 Collection of residential solid waste and recycling materials by **Contractor** shall be both exclusive and mandatory in all areas of the **City** served by **Contractor**.

5.3 **Contractor** shall furnish, at **Contractor's** sole cost and expense, adequate vehicles for the hauling of the **City's** solid waste and shall keep said vehicles clean, sanitary, and in good running order.

5.3.1 Each vehicle shall meet state, county, and local motor vehicle safety and health and sanitation regulations and shall be operated at all times by licensed operators.

5.3.2 **Contractor** shall use all metal water-tight, completely enclosed truck and/or container units that are designed and manufactured for the collection of garbage and refuse and are capable of servicing residential accounts. The number and type of collection vehicles furnished shall be sufficient for the collection of all garbage refuse and other waste within the area to be served and **Contractor** shall keep and maintain all equipment in good working order so as to minimize interruption or delay in pick up schedules resulting from equipment breakdown. If there is any doubt by **Contractor** whether the equipment is satisfactory, the equipment shall be removed from service for repairs.

5.3.3 Collection vehicles shall be painted and numbered and shall have **Contractor's** name and number of the vehicle painted in letters of a contrasting color at least five inches (5") high on each side of each vehicle and the number painted on the rear of the vehicle. No advertising shall be permitted other than the name of the **Contractor**.

5.3.4 All collection vehicles shall be steamed clean or 'pressure washed' inside and out at least once per month. There shall be no evidence of significant rust or other degradation of the vehicles that are servicing the **City**. Vehicle paint and exterior shall be kept in good condition at all times. When the **City** notifies **Contractor** of poorly maintained vehicles, **Contractor** shall clean, paint, or otherwise bring the vehicle/equipment into appropriate condition within ten (10) days of the **City's** notification. Repeated failure to properly maintain vehicles shall result in a material breach of the Agreement.

5.3.5 If lubricating or hydraulic fluids or any fluids from the vehicles or equipment are noticed to be leaking during operations, the operation shall cease until such conditions are corrected.

5.3.6 **Contractor's** vehicles and equipment shall meet all FHWA, OSHA, and other applicable requirements, including backup warning devices, cameras, and other commonly accepted/required safety features.

5.4 **Contractor** shall leave all alleys, streets, paths and sidewalks in clean, sanitary condition, and shall not permit any material to be dropped from collection vehicles in or upon any public ways of the **City**. **Contractor's** employees shall clean up any solid waste

materials that fall to the ground during collection. If given notice of refuse or waste left on private property or streets by the **City, Contractor** shall remove said refuse or waste within one hour.

5.5 Waste or refuse left purposely by **Contractor** shall be tagged to indicate why it was not picked up and shall not be considered a missed collection. Reasons for not collecting materials may include hazardous materials, materials too large for collection, or weight of the refuse.

5.6 **Contractor** shall follow all **City** traffic safety procedures, adhere to posted speed limits and exercise extreme care while operating around schools and other congested areas.

5.7 Disposal of all waste materials shall be performed through the use of licensed vehicles and operators, and is to be disposed of only in licensed Commonwealth of Kentucky landfills during the course of this Agreement.

5.8 All waste and recycle carts shall be industrial grade, wheeled containers. Each cart must have a permanently attached lid, and be designed to easily fit through gates and doors. A trash or recycle cart that experiences three or more failure (i.e. lids, wheels, etc) within an eighteen (18) month period shall be replaced with a new cart by **Contractor**.

5.9 At all times, **Contractor** and its employees shall be courteous and shall not use profane language, nor be loud or boisterous, and shall follow the regular walkway for pedestrians while on private property and while returning to the street or alley after delivering the recycling bins and empty cans and replacing covers.

6.0 All **Contractor** employees shall be skilled in the performance of the work, wear uniforms that clearly identify the person as an employee of **Contractor**, and be neat and clean in appearance.

6.1 All collections shall be curbside of the residence and collections shall be made directly from the supplied containers or similarly designated receptacles. **Contractor's** employees shall return garbage, rubbish and refuse containers, dumpsters and recycling containers to approximately the location where they were found, with lids closed.

6.2 A management representative of **Contractor** shall meet with the **City's** CHEER Committee ("Committee") or such other committee which may be formed to address solid waste collection issues, at a regularly scheduled public meeting, not less than once per year, to review any Agreement performance issues. The City Administrator shall notify **Contractor** not less than thirty (30) days prior to the Committee meeting and shall provide written notice of any issues which may require **Contractor** to compile any records or documents. Additionally, the **City** shall convene Committee meetings upon request by **Contractor**. The purpose of the Committee meeting is to facilitate a cooperative relationship with **Contractor** in order to assure the best solid waste collection service for the benefit of the public. The Committee meeting shall also provide **Contractor** with a forum to address any issues, concerns or conflicts in **City** administration and/or management of this Agreement, including any suggestions from **Contractor** on how the **City** can continue to improve its municipal solid waste collection program. Potential items for Committee discussion shall include, but shall not be limited to the following: (a) Progress toward meeting recycling and yard waste program and waste reduction goals; (b) Review of the waste reduction and recycling public education programs; (c) **City-Contractor**

coordination; (d) Quality of customer service; (e) Contract performance including but not limited to compliance with the performance standards set forth in this Agreement; (f) Contract interpretation; and (g) The adequacy of the number of **City**-owned or **City**-leased cans and dumpsters.

SECTION SIX

PERFORMANCE EVALUATION

6.1 The **City** will closely monitor **Contractor**'s performance through adherence to the terms of the Agreement. Special attention will be paid to missed collections, poorly maintained vehicles, unprofessional drivers, significant diversions from normal route times, and a customer satisfaction survey conducted by the **City** after the first six months of the Agreement, and then eighteen months following the initiation of the Agreement.

SECTION SEVEN

PENALTIES

7.1 If **Contractor** fails to collect waste or recyclable material from any designated unit within the **City**, at the times and days indicated in the Agreement, **Contractor** will have deducted from its monthly payment an amount equal the individual residential monthly rate per pickup.

7.2 The **City** reserves the right to cancel this Agreement for residential waste and recycling collection upon failure of the **Contractor** to perform those services in accordance with the bid specifications and this Agreement. The **City** will provide written notice of Agreement violations, and the **City** will give sixty (60) days written notice of Agreement cancellation, citing the reasons for termination of Agreement based on failure to provide required services stated in the Agreement.

IN WITNESS WHEREOF, THE PARTIES AFFIX THEIR SIGNATURES:

Paul Meier

Paul Meier, Mayor
City of Crestview Hills, Kentucky

5-7-2020

Date

Witnessed by:

T. J. Hacht

Signature

5-7-20

Date

William J. Rumpke, Jr.

Rumpke of Kentucky, Inc.

By: William J. Rumpke, Jr.

Its: President

April 29, 2020

Date

Witnessed by:

Linda Lat

Signature

April 29, 2020

Date

2142200.1

Exhibit A

LEGAL NOTICE
CITY OF CRESTVIEW HILLS, KENTUCKY
SOLICITATION FOR SEALED BID PROPOSALS
SOLID WASTE COLLECTION AND RECYCLING SERVICES

The City of Crestview Hills, Kentucky, 50 Town Center Boulevard, Crestview Hills, Kentucky, 41017, is seeking sealed bid proposals for solid waste residential collection and recycling services within the corporate boundaries of the City of Crestview Hills.

All bids and proposals in response to this solicitation must be received in the Office of the City Administrator, on or before 4:00 p.m., local time, Monday, March 2nd, 2020, on a form provided by the City of Crestview Hills in an enclosed sealed envelope with the subject "CITY OF CRESTVIEW HILLS SOLID WASTE BID" clearly indicated on the outside of the envelope. Bids will be opened immediately after the close of bids at 4:00 pm on March 2nd.

The City of Crestview Hills reserves the right to fully evaluate all bids for completeness and adherence to all bid specifications, and further reserves the right to reject any and all bids and proposals for any reason and may waive any informality in the evaluation of the bid. The City may in its sole discretion award a bid to the lowest and/or best evaluated bidder, who meets any or all, or a combination thereof, of the specifications and conditions set out in this Request for Bids.

Exhibit B

**CITY OF CRESTVIEW HILLS, KENTUCKY
 BID FORM
 RESIDENTIAL WASTE AND RECYCLING SERVICES**

The undersigned Contractor hereby bids, offers and proposes to perform and provide to the City of Crestview Hills the services and documents described in the Request for Bids attached hereto and made a part by reference, for the total sum of the amount of the bid indicated on this sheet, and pursuant to all terms and provisions of the Request for Bids. This bid, offer and proposal is irrevocable until the expiration of sixty (60) consecutive calendar days after the date indicated herein; and may be accepted by the City of Crestview Hills.

The undersigned Contractor hereby authorizes the City of Crestview Hills to investigate the Contractor and inspect and copy any and all records, books of account, correspondence, or other documents reasonably necessary for the City of Crestview Hills to determine the responsibility and ability of the Contractor to comply with the terms and provisions of the Request for Bids.

RESIDENTIAL - ONCE PER WEEK COLLECTION

Period	<u>Per Unit Rate</u>	<u>Total Annual Rate</u>
July 1st, 2020 to June 30th, 2021		
Residential Waste Collection	\$ <u>10.45</u> Per Month	\$ <u>125.40</u> Per Year
Residential Recycling	\$ <u>4.45</u> Per Month	\$ <u>53.40</u> Per Year
July 1st, 2021 to June 30th, 2022		
Residential Waste Collection	\$ <u>10.82</u> Per Month	\$ <u>129.84</u> Per Year
Residential Recycling	\$ <u>4.61</u> Per Month	\$ <u>55.32</u> Per Year
July 1st, 2022 to June 30th, 2023		
Residential Waste Collection	\$ <u>11.19</u> Per Month	\$ <u>134.28</u> Per Year
Residential Recycling	\$ <u>4.77</u> Per Month	\$ <u>57.24</u> Per Year

ALTERNATE I –RESIDENTIAL COLLECTION – OPTIONAL YEARS

Period	<u>Per Unit Rate</u>	<u>Total Annual Rate</u>
July 1st, 2023 to June 30th, 2024		
Residential Waste Collection	\$ <u>11.59</u> Per Month	\$ <u>139.08</u> Per Year
Residential Recycling	\$ <u>4.93</u> Per Month	\$ <u>59.16</u> Per Year
July 1st, 2024 to June 30th, 2025		
Residential Waste Collection	\$ <u>11.99</u> Per Month	\$ <u>143.88</u> Per Year
Residential Recycling	\$ <u>5.11</u> Per Month	\$ <u>61.32</u> Per Year

ADDENDUM I
REQUIRED AFFIDAVIT FOR BIDDERS CLAIMING RESIDENT BIDDER STATUS

For Bids and Contracts in General:

The Bidder or Offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth of Kentucky;
2. Has for one year prior to and through the date of advertisement –
 - a. Filed Kentucky Corporate Income Taxes;
 - b. Made payment to the Kentucky Unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers compensation policy in effect.

The City of Crestview Hills reserves the right to require documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of bidder or contract termination.

William J. Rumpke, Jr.
Signature

William J. Rumpke, Jr.
Printed Name

President
Title

March 2, 2020
Date

Company Name RUMPKE OF KENTUCKY, INC.

Address 3990 Generation Drive

Cincinnati, Ohio 45251

Phone Number/Fax (800) 828-8171

Subscribed and sworn before me by

William J. Rumpke, Jr.
Affiant William J. Rumpke, Jr.

President
Title

Gina M. Schueler
Notary Public

{Seal of Notary}



Gina M. Schueler
Notary Public, State of Ohio
My Commission Expires 1-21-2024

My Commission Expires: 1/21/24

ADDENDUM II

List Current Year, Make, Model and type of vehicle that will normally be utilized by the Bidder for trash collection in The City of Crestview Hills.

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>TYPE OF VEHICLE INCLUDING GVW</u>
_____	_____	_____	See attached Equipment List
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List of References:

Name of Municipality	See attached References List
Primary Contact	_____
Telephone Number	_____
Email Address	_____
Number of Year Service Community	_____
Name of Municipality	_____
Primary Contact	_____
Telephone Number	_____
Email Address	_____
Number of Year Service Community	_____
Name of Municipality	_____
Primary Contact	_____
Telephone Number	_____
Email Address	_____
Number of Year Service Community	_____

**SOLID WASTE AND RECYCLING
COLLECTION CONTRACT**

THIS AGREEMENT entered into this 15th day of June, 2018, by and between RUMPKE OF KENTUCKY, INC. (hereinafter "Rumpke") and the CITY OF EDGEWOOD, KENTUCKY, a Kentucky municipal corporation of the fourth class, (hereinafter "City" or "Edgewood").

WITNESSETH:

WHEREAS, the City solicited sealed bids/proposals to provide residential solid waste and recycling collection within the City of Edgewood; and,

WHEREAS, after a review of the submitted bids, the City found the bid of Rumpke of Kentucky, Inc. to be the lowest and best evaluated bid and awarded said franchise to Rumpke for a specified time period; and,

WHEREAS, the Edgewood Mayor and City Administrator are authorized to enter into this contract.

NOW THEREFORE, in consideration of the payments and mutual promises herein contained, the parties hereto agree as follows:

That Rumpke hereby agrees to perform and/or provide the hereinafter stated services:

1. Rumpke shall perform and/or carry out, in a manner consistent with the industry standard of care, all tasks and services necessary to effect twice weekly collection of solid waste and once weekly collection of recyclable materials from residential units within the City of Edgewood, and any other task or service listed in the City's Request for Bids/Proposals, attached hereto as Exhibit A and incorporated by reference into this contract, and any other task or services listed in the Rumpke's Bid/Proposal for Solid Waste and Recycling Collection, attached hereto as Exhibit B and incorporated by reference into this contract (collectively the "Services"). This Contract is to be construed according to the terms and conditions contained herein, as well as those listed in Exhibits A and B.

As set forth in Exhibits A and B, and in addition to any other stated service requirements listed in this contract, Rumpke shall provide Edgewood residents two carts

included in the monthly fee. The normal configuration of the carts is one 96-gallon wheeled cart trash receptacle(s) and one 65-gallon recycling container. The resident can request any other combination of carts upon request with a maximum of two free carts. One additional cart can be purchased by a resident for a maximum of three containers per residential unit without additional charges.

Edgewood entities, including the Edgewood Municipal Building, Presidents Park, Public Works Garage and the Edgewood Senior Center shall receive solid waste collection services and recycling services at no charge with dumpsters and/or other containers emptied weekly (also at no cost except as otherwise specified herein) plus one additional roll-off dumpster upon request for disaster situations or special events.

2. Rumpke represents that it has, or will have, at its own expense, all personnel and materials required for the performance of services. Such personnel shall not be employees of the City or have any contractual relationship with the City or be eligible for any pension, insurance or other City employee benefits.

3. Subcontracting. Rumpke hereby agrees that none of the work or services covered by this Contract shall be subcontracted without the prior written consent of the City.

4. Term. The contract term shall be July 1, 2018 through June 30, 2022. Upon agreement by both parties the agreement can be extended for a length of one year at \$21.48/residential unit/month.

5. Payment & Terms;

The monthly fee for each residential unit shall be Alternate A with the City billing the residents; the monthly rate will be \$21.48/residential unit/month. Rumpke shall invoice the City on a monthly basis.

6. Notice. All notices required or permitted under this agreement shall be in writing.

(a) Any communication to the Rumpke shall be deemed effective for all purposes as of the date such communication is personally delivered to or received by certified mail, return receipt requested at Rumpke of Kentucky, Inc., Attn: President, 10795 Hughes Rd., Cincinnati, OH 45251, or at such other address as may be furnished in writing by the Rumpke to the City.

(b) Any communication to the City shall be deemed effective for all purposes as of the date such communication is personally delivered to or received by certified mail, return receipt requested, by City of Edgewood, Attn: City Administrator, 385 Dudley Road., Edgewood, KY 41017, or at such other address as may be furnished in writing by the City to Rumpke.

7. Modifications. The City may, from time to time, require changes in the scope of Services. Such changes shall be incorporated in written amendments to this Contract. If Edgewood changes solid waste and recycling collection and/or billing schemes (as set forth in the bid forms in Exhibits A and B), it shall abide by the applicable per unit per month cost set forth by Rumpke in Exhibit B.

8. Assignment. Rumpke shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City.

9. Rumpke affirms that it will maintain a Kenton County-wide or Edgewood Occupational License for the duration of this agreement and any optional extension periods that is exercised, and shall provide a copy of such license to the City upon request. The Rumpke further agrees that it shall cause to be paid to the City any occupational, payroll and/or any other tax obligations that may be owed to the City by Rumpke or its employees as a result of this Contract.

10. Jurisdiction. This Contract shall be interpreted and construed in conformity with the laws of the Commonwealth of Kentucky. Any legal action shall be filed in the courts of Kenton County, Kentucky.

11. Indemnity and Hold Harmless. Rumpke hereby indemnifies the City and holds the City harmless from any and all claims and causes of action resulting from the acts, errors, or omissions of Rumpke, its agents, subcontractors or employees.

12. Insurance and Bonds. Rumpke shall keep the required levels of liability insurance coverage in full force and effect, as specified in Exhibit A, until completion of the Services. Upon request, Rumpke shall furnish the City with certificates showing the type, amount, effective dates and date of expiration of insurance policies, including workers compensation insurance. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or

materially altered, except after written notice has been received by the City of Edgewood, Kentucky ten days prior to cancellation or alteration.” The City shall be named as an additional insured on all liability policies. Rumpke shall keep any performance bonds required by Exhibit A in place for the entire length of the contract and any option extension periods that are exercised.

13. Rumpke represents to the City that it has investigated the backgrounds and criminal records of any employees working in Edgewood and will not knowingly hire persons with backgrounds which may potentially cause harm to the City, its employees, agents, citizens, or any other third parties.

14. Termination. In addition to any terms set forth elsewhere in this Contract, the City of Edgewood may terminate this Contract for any reason upon at least sixty (60) days prior written notice to Rumpke.

(a) In the event of such termination, all moneys due Rumpke from the City under the terms of the Contract shall be retained by the City, until the expiration of the 60 day notice period.

(b) Such termination shall not affect or terminate any of the rights of the City as against Rumpke then existing or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the City under law to recover damages including, but not limited to, reasonable attorneys’ fees, related legal costs and any other cost incurred by the City.

25. This Contract, including Exhibits A and B, constitutes the entire agreement between the City and Rumpke with respect to the services. It is intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement.

26. Notwithstanding anything herein to the contrary, the services provided under this Contract shall not give rise to, nor shall be deemed or construed so as to confer any rights on any other party as a third party beneficiary or otherwise.

27. This Contract shall be construed in a manner that a waiver or any breach of any provision of this Contract shall not constitute or operate as a waiver of any other provision or section.

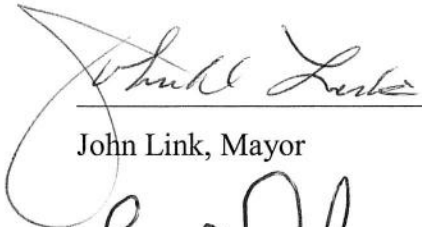
28. Any provision in the Contract which is held to be illegal or unenforceable shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law.

29. If there are any terms or conditions in this contract that are in conflict with Exhibit A and B, the terms and conditions in this contract shall prevail.

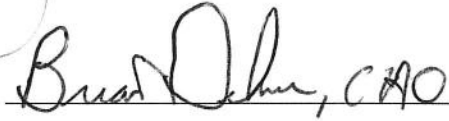
30. Rumpke agrees to perform services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

IN WITNESS WHEREOF, the City and the Rumpke have executed this agreement as of the date first above written.

CITY OF EDGEWOOD, KENTUCKY



John Link, Mayor



Brian Dehner, City Administrator




Witness




Witness

RUMPKE OF KENTUCKY, INC.



Print Name: William J. Rumpke, Jr.
Title: President



Elizabeth Palmer
Witness

EXHIBIT A

City of Edgewood Request for Bids/Proposals for the Collection and Disposal of Residential Solid Waste and Recyclables.

LEGAL NOTICE

PROPOSALS RESIDENTIAL SOLID WASTE AND RECYCLING BIDS

Cities of Crescent Springs, Edgewood, Elsmere, Ludlow, Taylor Mill and Villa Hills, Kentucky are seeking a joint sealed bid proposal for solid waste residential collection and recycling services within their corporate boundaries.

The full RFP announcement can be found on each City's website: crescent-springs.ky.us, edgewoodky.gov, cityofelsmere.com, ludlow.org, taylormilky.gov, villahillsky.org. All bids and proposals in response to this solicitation must be received at 385 Dudley Road, Edgewood, KY 41017 on or before Noon local time, Friday April 20, 2018.

**CITIES OF CRESENT SPRINGS, EDGEWOOD,
ELSMERE, LUDLOW, TAYLOR MILL AND VILLA
HILLS RESIDENTIAL SOLID WASTE AND
RECYCLING BIDS**

Introduction & General Terms

The Cities are inviting bids for the collection and disposal of residential solid waste and recycling services within each City. The following specifications detail the requirements for this contract.

There are five Cities jointly involved in this bid process for Solid Waste and Recycling services for their communities. Listed below is their basic demographic information:

City of Crescent Springs – Population 4,000, 722 residential units and 1.4 sq. miles.

City of Edgewood – Population 9,400, 3,100 residential units and 4.2 sq. miles.

City of Elsmere – Population 8,478, 3,200 residential units and 2.5 sq. miles.

City of Ludlow – Population 4,548, 1,998 residential units and 1.2 sq. miles.

City of Taylor Mill – Population 7,000, 2,450 residential units and 6.4 sq. miles.

City of Villa Hills – Population 7,489, 2,460 residential units and 4.5 sq. miles.

The estimated total population of the combined cities is 40,000 with 14,000 residential units and 20 square miles.

Bid Process

Interested bidders may contact the following with questions or for a complete bid package including full specifications:

City of Crescent Springs, City Administrator, 739 Buttermilk Pike, Crescent Springs, Kentucky 41017 or (859) 341-3017

City of Edgewood, City Administrator, 385 Dudley Road, Edgewood, Kentucky 41017 or (859) 331-5910

City of Elsmere, City Administrator, 318 Garvey Avenue, Elsmere, KY 41018 or (859) 342-7911

City of Ludlow, City Administrator, 52 Elm Street, Ludlow, KY 41016 or (859) 491-1233

City of Taylor Mill, City Administrator, 5225 Taylor Mill Rd, Taylor Mill, KY 41015 or (859) 581-3234

City of Villa Hills, City Administrator / Clerk, 720 Rogers Rd, Villa Hills, KY 41017 or (859) 341-1515

No bid or proposal in response to this advertisement for bids shall be considered unless it complies with all of the provisions within the bid instructions. If there are any questions regarding the meaning or intent of any portion of the bid specifications, contract documents, or bid instructions, a written request for interpretation or clarification shall be submitted in writing. Any interpretation of the bid specifications, contract documents, or bid instructions will be made only by written addendum issued and mailed or delivered to each person receiving a set of such documents.

Any bidder may withdraw their bid in person and by written request any time prior to the scheduled time for the close of bids. Withdrawal after the scheduled time for the close of bids will not be permitted for a period of ninety (90) days.

Each Bidder will be required to submit six (6) separate \$50,000 bid bonds, one each made payable to each City listed in the bid. If a contractor is accepted, and contracted with, the bond will be held by each City as surety for the contract. The Bond shall be made payable to each City for \$50,000. Bonds shall be held as a guarantee that the contract with lowest evaluated bidder will be duly executed by the Contractor.

The Collection rate for the collection and recycling of residential solid waste indicated and bid upon shall include all applicable local, state, and federal fees and taxes and/or any fuel surcharges.

Evaluation of the Bids

The Cities will evaluate and intends to select the lowest and best overall bid proposal that most closely meets the specifications and needs of the Cities. In evaluating proposals, the Cities will consider cost, experience, qualifications, references, and ability to perform the service satisfactorily. Bidders may be required to deliver an oral presentation about their company and field questions from the Cities as part of the evaluation process.

It is the intention of all Cities involved in this bid to jointly choose one contractor from this bidding process. All Cities in this bid have an amount of similarities in service but some very distinct request for their community. Once the successful bidder is accepted, the contractor will meet with each City designee to discuss their community's service needs and individual requirements.

Each City listed in the joint bid retains the right to accept or reject any and all bids. Once a contractor is selected and a City decides to accept the bid a separate contract will be signed by each City separately. If any City chooses to reject the bids and does not enter into a contract with a contractor, the winning contractor agrees by submitting their bid to provide the bid fees and services to any and all remaining cities bidding the service if at least three (3) cities agree to the joint bid.

Term of Contract

The term of the contract will be for 4 years beginning July 1, 2018 and ending on June 30, 2022 at 12:00 pm midnight, local time, with the ability to negotiate a mutually agreeable extension for 1 year.

Contract Assignment

The contract for residential waste and recycling services will be between the bidder and each individual City that accepts the bid.

Residential Collection Requirements

During the term of the contract period, the Contractor shall collect, or cause to be collected all collectible solid waste material and all separately collectible recyclables, which have been placed for collection from each designated collection unit before the arrival of the Contractor.

Each City will provide the contractor with a schedule of streets and residential unit addresses from which the collection of residential waste and recyclable materials will occur during the term of the contract. This schedule of collection locations may be revised from time to time by the City.

- A. The Collection Schedule shall provide for the collection of all solid waste material, from each residential collection unit during the calendar week, for all 52 weeks per year, up to the equivalent to two (2) 95 gallon containers for each unit; with three (3) 95 gallon containers for each unit in the city of Elsmere. The frequency and days of collection for each City may vary from 1 day per week to 2 days per week. There may also be some specific days allowed for collection. The selected contractor will collect solid waste in containers provided by the contractor and unenclosed materials no more than five (5) feet in length and less than 75 pounds. An individual city may require contractor to collect solid waste in containers provided by the resident. Limbs and brush shall be bundled and placed in lengths no greater than five (5) feet in length.
- B. The contractor shall provide for the collection of separately collectible recyclables from each residential collection unit.
- C. The collection schedule shall not provide for the collection of any recyclable or any other solid waste material on a Sunday during any period.
- E. The collection schedule shall not provide for the collection of any recyclables or any other solid waste material on Christmas or New Year's Day, if such days fall on a normally collected day of the week. (Make-up shall be on the next day, excluding Sunday)
- F. The Contractor shall provide the City with maps and schedules of collection routes and keep such information current at all times.
- G. Contractor shall check each day with City personnel at the conclusion of the route for missed pickups, complaints, etc. Any missed pickups and complaints will be addressed within 24 hours.
- H. The Contractor shall provide a high level of customer service. All employees and agents are expected to conduct themselves in a professional manner and present a positive appearance. Employees shall wear uniforms with the Contractor's name.

The collection of all recyclables and other solid waste material by the Contractor shall occur between 7:00 am and 6:00 pm local time (Unless otherwise requested by the City or by contractor request that is approved by the City), by the use of motor vehicles with enclosed

cargo space and backup signals. Such vehicles shall conform to all provision and requirements of all laws, statutes, ordinances, and regulations of any governmental agency having jurisdiction. Vehicles shall not be backed out of streets providing a radius greater than one hundred ten (110) feet.

The Contractor shall provide for once per week collection of large items, such as water heaters and furniture, from all single family attached, single family detached, and two family residential dwelling units by appointment. The cost of this service shall be included in the per unit rate established.

The Contractor shall remove all recyclable material and other garbage from the containers in which it is placed for collection in such a manner that no portion is left in the container or lying on the ground. Additionally, the empty cart will be placed in such manner that it will not be bent, dented, cracked, split, crushed or otherwise damaged and not to block driveways. Dropping or slinging an empty can after disposal shall be prohibited.

The Contractor will be responsible for the timely clean-up of any leaks from a collection truck, upon notification by the City. Repeated staining of City streets due to leaking trucks will subject the Contractor to potential contract default.

Trash Carts

The Contractor as part of the bid shall supply, at no additional charge beyond the base price contained in this bid, a standard 95 gallon wheeled cart at the outset of the contract period to each residential unit.

Residents may opt for a smaller, 65 gallon trash cart at the outset of the contract period. The City will supply a list of customers requesting the smaller size cart at least 30 days prior to the contract beginning date or as it is requested by customers. There may be Cities that request the opposite so pricing is to include either a smaller or larger container. During the contract period residents may request a change in their container size, if this occurs the resident will be required to pay any cost associated with a different size container.

Contractor shall pick up refuse that is not contained in the supplied trash cart, as long as it meets the required size and weight restrictions noted above.

Recyclables

The Contractor will provide each residential unit with a clearly marked 65 gallon recycling cart for individual use. This cart shall be provided at no additional cost beyond the per unit cost contained in the bid amount. The Contractor will provide no more than one replacement cart to a resident during the contract period if damaged or stolen. Residents may choose to continue using a recycling bin in lieu of the 65 gallon cart. Residents and some Cities may request a 95 gallon container.

Recyclables (further designated in KRS 109.012) are defined as all glass, aluminum metal and bi-metal cans, jars, bottles or other containers, with the symbols 1PET or 2HDPE, newsprint, white paper, corrugated cardboard, phone books, and magazines.

Contractor will make every reasonable attempt to ensure that all recyclables collected will be recycled and not placed in a landfill. If a load of recycled materials is rejected by a recycler, the Contractor may dispose of the rejected recyclables in a landfill. Any recyclable materials that must be deposited in a landfill shall be recorded and a quarterly report issued to the City denoting the weight and volume of materials dumped in the landfill. The report shall also list the total tonnage of recyclables collected.

In keeping with the Cities' commitment to recycling, Contractor shall provide a written notice to each residential household via U.S. Postal mail at the outset of the contract explaining the Contractor's recycling procedures (what is accepted, etc), telephone and email contact information.

Business License Fees

The successful bidder shall obtain an Occupational License to do business in each of the Cities before a contract can be executed.

Penalties

If the Contractor fails to collect residential waste or recyclable material from any designated unit within the City, at the times and days indicated in the RFP, the Contractor will have deducted from their monthly payment an amount equal the individual residential monthly rate per pickup.

Charges for Service

The Contractor will either invoice the City at the conclusion of each month during the term of the contractual period, at a sum equal to one-twelfth (1/12) of the total collection costs for the period (year one, year two, and year three). Or, the Contractor will bill the owner of each residential unit if a City chooses the Option for the Contractor to bill based on the agreed upon frequency in the signed contract.

Quarterly Reports

The Contractor will provide a comprehensive written report to the City on a quarterly basis (August, November, January, April) within twenty-five (25) days of the conclusion of the quarter detailing the total collection tonnage, number of units serviced, special collections (white goods, furniture, etc.), tonnage of recyclable materials, resident participation rates, etc. Every quarterly report shall also detail the total number of complaints received for that period, including a listing of each complaint and its final resolution.

Other Services included in Bid

As part of the total bid, the Contractor shall include at no cost to the City up to two 7 to 20 yard roll-off dumpsters to each City contracting for service to be located at a specified site by each City with regular weekly pickup (a City may request less frequent pickup of the dumpster). Contractor will also include at no cost to the City solid waste and recycling pickup services at

each City's City Building, or other designated buildings that the City owns or leases or other building specified by the City, on the same schedule as other residential collection in the City.

Additionally, up to three (3) times per year the Contractor agrees to provide at no cost to the City one twenty (20) yard dumpster to each City for three (3) consecutive days, of each year of the contract period, for the collection of waste from special events, street sweeping activities or other City sponsored events.

The Contractor also agrees to provide the fees and services contained in this bid for any natural disasters declared by FEMA. If additional dumpsters, pickups or services are required these services and fees will be billed to the City at the fees included in this bid.

The Contractor will provide corrugated cardboard boxes or similar type disposable boxes with liners to serve as trash cans to assist in the collection and appropriate disposal of trash at various city sponsored community/recreational events. Each City can request a quantity of disposable boxes, not to exceed 100, for each year of the contractual period.

If the Contractor wishes to provide the City with the use of Port-O-Lets provide rates below, if applicable:

EQUIPMENT	PERIOD	COST PER UNIT
Port-O-Lets with Hand Sanitizers inside (6 per fiscal year)	July 1, 2018 through June 30, 2022	\$ _____ per Unit
Hand Sanitizer Stands (2 per fiscal year)	July 2, 2018 through June 30, 2022	\$ _____ per Unit

Please initial in the space provided, if the Contractor chooses NOT to provide Port-O-Lets referenced above. _____

General View of Each City Services Provided

	Pick up		Recycling		Special Events		Public Trash Cans Emptied		Portable Restrooms		Dumpsters		Cities Pay Bill	
	1 day	2 day	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Crescent Springs	X		X		X			X		X		X		
Edgewood		X	X		X			X	X		X		X	
Elsmere	X		X		X			X	X		X			X
Ludlow	X		X		X		X		X		X		X	
Taylor Mill	X		X		X			X	X		X		X	
Villa Hills	X		X		X		X		X		X		X	

Insurance Requirements and Indemnification

The successful bidder shall at all times during the duration of the contract maintain Worker's Compensation Insurance, General Liability Insurance, Bodily Injury Liability Insurance, Automobile Liability Insurance, Property Damage Liability Insurance and Excess Umbrella Coverage. All insurance shall be provide by insurance providers acceptable to the City having a Best Rating of not less than "A+" (or equivalent rating) and in amounts acceptable to the City as outlined below. The Cities shall be notified not less than thirty (30) days in advance of cancellation or alteration of such coverage by the insurance provider. The minimum limits of coverage shall be as follows:

<u>Type of Coverage</u>	<u>Limits of Coverage</u>
Worker's Compensation Requirements	Statutory
General Liability occurrence	\$1,000,000 per occurrence
Bodily Injury Liability occurrence	\$5,000,000 aggregate \$1,000,000 per occurrence
Automobile Liability Insurance	\$5,000,000 aggregate \$1,000,000 per occurrence
Property Damage/Liability Insurance	\$1,000,000 per occurrence
Excess Umbrella Coverage	\$2,000,000

In lieu of providing excess umbrella coverage, the successful bidder may choose to provide comparably adjusted occurrence and aggregate limits.

The successful bidder shall agree to indemnify, defend, and hold harmless each City being contracted with, their agents, elected officials, representatives, and employees from and against all claims, demands, damages, losses, liability, and expenses, consequential damages of any kind or nature, including attorney's fees arising from the execution of the successful bidders work performance, or failure to perform under the terms of the contract; except for those claims which arise from the sole negligence or willful misconduct of a City.

Contract Cancellation

The Cities reserve the right to cancel a contract for residential waste and recycling collection upon failure of the Contractor to perform those services in accordance with the bid specifications. The Cities will provide written notice of contract violations, and the City will give sixty (60) days written notice of contract cancellation, citing the reasons for termination of contract based on failure to provide required services stated in the contract.

Unanticipated Costs

The Cities will negotiate with the selected contractor in the event that an unanticipated increase in base costs occurs during the course of the contract as a result of the imposition of new or increased governmental regulations not in effect at the time of the bid acceptance by the City.

Fuel Surcharge

Contractor will be granted a one-time adjustment to the contract price if the average price of diesel fuel (as cited by AAA's Daily Fuel Gauge Report) exceeds five (\$5.00) dollars per gallon for a period exceeding three (3) consecutive months. Contractor will be allowed a three (3%) percent price adjustment to the contracted amount for the remainder of the fiscal year in which

the price adjustment is applicable. If the price of diesel fuel remains above five (\$5.00) dollars at the start of the next contract period (fiscal year), the fuel surcharge will remain in place until such time as the average price of diesel fuel drops below five (\$5.00) dollars per gallon for three consecutive months.

Communication/Notification

The Contractor will bear full responsibility and cost for producing and distributing, to each residential customer, at the beginning of each year of the three year contract period to each residential unit served information regarding schedules, routes, service complaints, special pickups and services and recyclable requirements. Additional copies of this material shall be provided to the City to be kept at the City building for distribution to new residents and placed on social media outlets.

Further, it is the responsibility of the Contractor to notify City residents if circumstances such as weather, etc. may effect regularly scheduled collection times or days. This may be done either by local news broadcast, electronically (website, email, alert systems), telephonically, or via verbal/written notice.

Resident Bidder Preference

The Cities included in this bid follows State Bidder Preference requirements incorporated in KRS

45A.494 for evaluation of bidders. This preference is for businesses located or paying taxes in Kentucky, but only if the State which they operate also gives in state bidder preference. Please see Attachment [Affidavit for Bidders Claiming Resident Bidder Status](#).

**CITIES OF CRESCENT SPRINGS, EDGEWOOD, ELSMERE,
LUDLOW, TAYLOR MILL AND VILLA HILLS, KENTUCKY
BID FOR RESIDENTIAL WASTE AND RECYCLING SERVICES**

The undersigned Contractor hereby bids, offers and proposes to perform and provide to the Cities the services and documents described in the Request for Bids attached hereto and made a part by reference, for the total sum of the amount of the bid indicated on this sheet, and pursuant to all terms and provisions of the Request for Bids. This bid, offer and proposal is irrevocable until the expiration of ninety (90) consecutive calendar days after the date indicated herein; and may be accepted or rejected by the each of the Cities named in the bid.

The undersigned Contractor hereby authorizes the Cities to investigate the Contractor and inspect and copy any and all records, books of account, correspondence, or other documents reasonably necessary for the Cities to determine the responsibility and ability of the Contractor to comply with the terms and provisions of the Request for Bids.

ALTERNATE A – TWICE PER WEEK WASTE COLLECTION & ONE DAY PER WEEK RECYCLING SERVICES

Period	<u>Per Unit Rate</u>	<u>Per Unit Annual Rate</u>
<i>Billed to City</i>		
July 1, 2018 to June 30, 2022	\$_____ Per Month	\$_____ Per Year
<i>Contractor Bills Resident</i>		
July 1, 2018 to June 30, 2022	\$_____ Per Month	\$_____ Per Year

ALTERNATE B – ONCE PER WEEK WASTE COLLECTION & ONCE PER WEEK RECYCLING SERVICES

Period	<u>Per Unit Rate</u>	<u>Per Unit Annual Rate</u>
<i>Billed to City</i>		
July 1, 2018 to June 30, 2022	\$_____ Per Month	\$_____ Per Year
<i>Contractor Bills Resident</i>		
July 1, 2018 to June 30, 2022	\$_____ Per Month	\$_____ Per Year

Additional Dumpster Service Cost for special or natural disaster events:

SIZE	PERIOD	COST/PER MONTH
8 Cubic Yards	July 1, 2015 through June 30, 2018	\$_____ per unit
10 Cubic Yards	July 1, 2015 through June 30, 2018	\$_____ per unit
20 Cubic Yards	July 1, 2015 through June 30, 2018	\$_____ per unit
30 Cubic Yards	July 1, 2015 through June 30, 2018	\$_____ per unit

List the year, make and type of vehicles that will be used in your collection services in the collection for each City.

YEAR	MAKE	TYPE OF VEHICLE INCLUDING GVW
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

List three (3) credit references:

**AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION
AND NON-CONFLICT OF INTEREST**

I hereby certify:

1. That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation (if the bidder is a corporation) having authority to sign on its behalf.
2. That the submitted bid or bids have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other Contractor, Vendor of materials, supplies, equipment or services described in the Notice to Bidders, designed to limit independent bidding or competition, as prohibited.
3. That the contents of the bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder, its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids.
4. That the bidder is legally entitled to enter into the Contract with the Cities of Crescent Springs, Edgewood, Elsmere, Ludlow, Taylor Mill and Villa Hills, Kentucky and is not in violation of any prohibited conflict of interest.
5. This offer is for sixty calendar days from the date of the bid is opened. In submitting the above, it is expressly agreed that upon proper acceptance by the Owner of any or all items bid above, a contract shall thereby be executed with respect to the items accepted.
6. That I have fully informed myself regarding and affirm the accuracy of all statements in this bid and/or proposal including the amount bid and the conditions thereof.

Sign in space below. Failure to sign invalidates bid.

Signed by: _____ Title: _____

Firm: _____

Telephone: _____ Fax: _____

Address: _____

Date: _____

Complete Name of Bidder

Signature of Bidder's Authorized Representative

Printed Name of Signatory

Address of Bidder

Telephone Number of Bidder

Email Address for Bidder

Date

Please note the bid will not be accepted unless the Bid Bonds are included

ADDENDUM 2
REQUIRED AFFIDAVIT FOR BIDDERS CLAIMING RESIDENT BIDDER STATUS

For Bids and Contracts in General:

The Bidder or Offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth of Kentucky;
2. Has for one year prior to and through the date of advertisement –
 - a. Filed Kentucky Corporate Income Taxes;
 - b. Made payment to the Kentucky Unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers compensation policy in effect.

The Cities reserve the right to require documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of bidder or contract termination.

Signature

Printed Name

Title

Date

Company Name _____

Address _____

Phone Number/Fax _____

Subscribed and sworn before me by

Affiant

Title

Notary Public

{Seal of Notary}

My Commission Expires: _____

EXHIBIT B

Bids/Proposal Submitted by Rumpke of Kentucky for the Collection and Disposal of Residential Solid Waste and Recyclables within Edgewood, dated April 17, 2015.

**CITY OF EDGEWOOD
EXHIBIT B**

Effective July 1, 2018 through June 30, 2022

<i>EQUIPMENT</i>	<i>PERIOD</i>	<i>COST PER UNIT</i>
Port-O-Lets with hand sanitizers inside (6 per fiscal year)	July 1, 2018 through June 30, 2022	\$75.00/unit
Hand Sanitizer Stands (2 per fiscal year)	July 1, 2018 through June 30, 2022	\$55.00/unit

Additional Dumpster Service cost for special or natural disaster events: **

<i>SIZE</i>	<i>PERIOD</i>	<i>COST PER MONTH</i>
8 Cubic Yards	July 1, 2018 through June 30, 2022	\$100.00/unit
10 Cubic Yards	July 1, 2018 through June 30, 2022	\$257.00/unit
20 Cubic Yards	July 1, 2018 through June 30, 2022	\$350.00/unit
30 Cubic Yards	July 1, 2018 through June 30, 2022	\$425.00/unit

**Rate includes delivery and 5 tons disposal. Additional tons over 5 tons will be charged \$29.00 per ton.

Up to (3) 20-yard roll-off dumpsters upon request per fiscal year for special events, street sweeping activities and other City sponsored events at no additional charge.

Rumpke will provide upon request 100 event boxes and liners per fiscal year at no additional charge.

Rumpke will provide at no additional charge regular weekly pickup at Edgewood Municipal Building, Presidents Park, Public Works Garage and the Edgewood Senior Center.

ADDENDUM

This document serves to add the following to the contract dated June 15, 2018 between the City of Edgewood, Kentucky (the "City") and Rumpke of Kentucky, Inc. (the "Contractor").

It is hereby agreed as follows:

Effective July 1, 2022 and continuing through June 30, 2023 Rumpke shall continue to provide two (2) times per week unlimited solid waste collection and one (1) time per week curbside recycling collection for all residential units within the City of Edgewood for the sum of \$21.48 per unit per month. All services will continue to be invoiced directly to the City of Edgewood on a monthly basis.

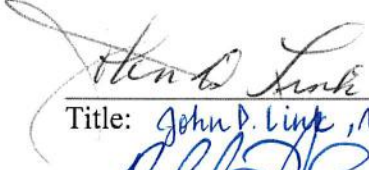
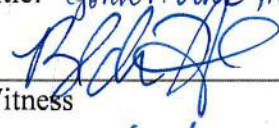
All other terms and conditions of the original contract dated June 15, 2018, shall remain unchanged.

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


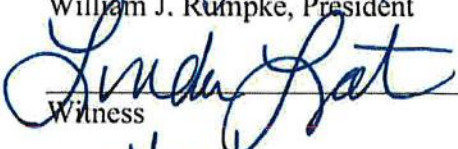
In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, blizzards, windstorms, high water table, unusually severe weather), fires, quarantine, labor disputes or strikes, explosion, shortage or failure in the supply of fuel, electric current or other public utility not caused by Contractor's actions, actions or decrees of governmental bodies not caused by Contractor's actions, or any other cause beyond the control of the parties (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party. Upon receipt of notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

The term of this contract extension shall be for one (1) year effective June 1, 2022 continuing through June 30, 2023. This contract may be renewed for additional option periods upon mutual written agreement of both parties.

**CITY OF
EDGEWOOD, KENTUCKY**


Title: John D. Link, Mayor

Witness
5/16/22
Date

RUMPKE OF KENTUCKY, INC.


William J. Rumpke, President

Witness
4/21/22
Date

MUNICIPAL ORDER NO. 05-11-21-01

A MUNICIPAL ORDER OF THE CITY OF ERLANGER, IN KENTON COUNTY, KENTUCKY AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR THE EXCLUSIVE USE OF THE PUBLIC STREETS AND RIGHTS OF WAY OF THE CITY, FOR THE COLLECTION AND DISPOSAL OF ALL SOLID WASTE FROM PROPERTY OF THE CITY AND COLLECTIBLE SOLID WASTE FROM ALL RESIDENTIAL COLLECTION UNITS WITHIN THE CITY.

Section 1.0 Authorization to Expend Funds and Award Bid

The City of Erlanger issued a Request for Proposals for trash/recycling collection for residential units within the City. The Erlanger City Council has reviewed all the proposals and authorizes the Mayor to sign the Agreement with Rumpke regarding the collection of solid waste and more properly described in "Exhibit A" attached and incorporated herein.

Section 2.0 Severability

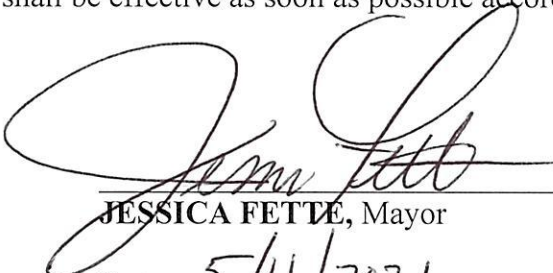
The provisions of this Municipal Order are severable; and the invalidity of any provision of this municipal order shall not affect the validity of any other provision thereof; and such other provisions shall remain in full force and effect as long as they remain valid in the absence of those provisions determined to be invalid.

Section 3.0 Repeal of Conflicting Provisions

All Municipal Orders or parts of Municipal Orders in conflict with the provisions of this Municipal Order are hereby repealed to the extent of such conflict.

Section 4.0 Effective Date

This Municipal Order shall be effective as soon as possible according to law.



JESSICA FETTE, Mayor
Date: 5/11/2021

AGREEMENT

This agreement is by and between the **CITY OF ERLANGER**, a Home Rule City , with its principal office and place of business at 505 Commonwealth Avenue, Erlanger, Kenton County, Kentucky, hereinafter identified and referred to as the “**CITY**”, and Rumpke Waste and Recycling with its principal office and place of business at 3990 Generation Drive, Cincinnati, OH 45251, hereinafter identified and referred to as the “**FRANCHISEE**”; and they are entering into this Agreement for themselves, and for their respective successors and assigns.

WITNESSETH:

WHEREAS, on the 29th day of March, 2021, the City advertised for and solicited sealed bids and proposals for an exclusive franchise agreement for the use of the public streets and rights of way of the City, for the collection and disposal of solid and recycling waste from property of the City, and collectible solid and recycling waste from all residential collection units within the City; and

WHEREAS, in response to the aforescribed solicitation and advertisement, the Franchisee submitted the bid attached hereto and incorporated herein by reference, which shall hereinafter be identified and referred to as the “**bid of the Franchisee**”; and

WHEREAS, the Franchisee submitted its bid pursuant to and in reliance upon the representations that the franchise agreement contemplated that all of the residential collection units in the City would utilize and pay for waste collection and disposal services provided by the franchisee and that the City would require all residential collection units in the City to utilize and to pay for the waste collection and disposal services as provided under the Franchise Agreement; and

WHEREAS, on the 11th day of May, 2021, the City accepted the bid of the Franchisee for once per week curbside pickup with once a week voluntary recycling subscription service for an additional fee, subject to the provisions hereof;

NOW, THEREFORE, in consideration of the mutual and reciprocal covenants included therein, the City and the Franchisee hereby agrees as follows:

Section 1.0 - Definitions

As used in this Agreement, the following words and phrases have the meanings indicated therefore:

1.1 - Applicable Laws

The words “applicable laws” mean each, every, any, and all laws, statutes, ordinances, rules, and regulations of the United States, Commonwealth of Kentucky, County of Kenton, and the City of Erlanger, and any Department, Cabinet, Bureau, Administrative Agency, and any other division of any of them which are in any way related to the collection, transportation, storage, handling, processing, or disposition of any solid waste, or this Agreement in regard thereto, or anything permitted, prohibited, or required thereby.

1.2 - Collectible Household Solid Waste

The words “collectible household solid waste” mean household solid waste, including, without limitation, recyclables, that have been generated by the residential use of a collection unit and both:

(a) Cut and tied into bundles no more than four (4) feet in length and weighing no more than seventy-five (75) pounds, or enclosed within tied bags or covered containers having a capacity of no more than ninety-six (96) gallons, except for large individual items, which will not fit into such containers; and

(b) Placed at the common boundary line between the lot or parcel of real estate upon which the collection unit is located, and the right of way line of any public street upon which such lot or parcel of real estate abuts, or another location agreed upon by the Franchisee or designated by the Director of Public Works or the designee thereof, before the arrival of the employees or other representatives of the Franchisee for the collection thereof, on the day indicated in the collection schedule for that collection unit.

1.3 - Collection Unit

The words "collection unit" mean any separate residence for human beings in the City, other than those located within either: (1) a single separate building with more than four (4) separate residences therein, or (2) a multiple building complex, in which all of the buildings thereof are in the same ownership, and located on one lot or parcel of real estate, or adjoining lots or parcels of real estate in the same ownership, and with at least one building thereof having five or more separate residences therein.

1.4 - Collection Schedule

The words "collection schedule" mean the schedule indicated in the document identified as Attachment B attached hereto and incorporated herein by reference, which identifies the days of the week on which residential solid waste and separately collectable recyclables shall be collected from collection units on each street within the City.

1.5 - Household Solid Waste

The words "household solid waste" means solid waste, including, without limitation, recyclables, which have been generated by the residential use of a collection unit.

1.6 - Mailed

The word "mailed" means mailed with postage prepaid, by U.S. Certified Mail, return receipt requested.

1.7 - Recyclables

The word "recyclables" means the cans, cardboard, paper, glass, aluminum, steel, and plastic items.

1.8 - Recycling Collection Unit

The words "recycling collection unit" mean a collection unit for which either the City or someone else has agreed to pay and pays to the Franchisee the additional monthly fee provided herein for the separate collection of recyclables therefrom.

1.9 - Separately collectable Recyclables

The words "separately collectable recyclables" mean recyclables which have been generated by the City or the residential use of a recycling collection unit; and separated from household solid waste, and prepared for collection in the manner described in Appendix B, attached hereto and incorporated by the Franchisee, and placed for collection at the common boundary line between the lot or parcel of real estate upon which the recycling collection unit is located, and the right of way line of any public street upon which such lot or parcel of real estate abuts, before the arrival of the employees or other representative of the Franchisee for the collection thereof on the day indicated therefore in the collection schedule.

1.10 - Solid Waste

The words "solid waste" have the same meaning therefor provided by K.R.S. 224.01-010(31)(a), except for the following items, which are hereby excluded therefrom: (1) automotive fluids, parts and tires, (2) hazardous waste within the meaning thereof provided by K.R.S. 224.01-010(31)(b), and (3) items designed for the use of freon therein, such as refrigerators and air conditioners, unless all freon has been removed therefrom by a certified technician.

1.11 - Waste Site or Facility

The words "waste site facility" have the same meaning therefore provided by K.R.S. 224.01-010(27).

Section 2.0 - Term

2.1 - Initial Term

The initial term of this Agreement shall be for the two year period beginning at midnight on the evening of June 30, 2021, and ending at midnight on the evening of June 30, 2023, with all required customer notifications occurring before then.

2.2 - Term Extensions

The initial term of this Agreement shall be extended by the City for additional periods of two (2) years each, up to a maximum of four (4) times by causing a written notice thereof to be mailed to the Franchisee, at least (30) continuous calendar days before the beginning of the period of each extension.

Section 3.0 - Duties and Obligations of the Franchisee

At all times during the initial term of this Agreement, and each and every extension thereof pursuant thereto, the Franchisee shall:

3.1 - Documentation

Cause the following documents to be issued and maintained in full force and effect; and provide copies or certificates therefore to the City; and provide the City with written notice of any changes therein more than sixty (60) days prior to the effective date thereof.

3.1.1 - Workers Compensation Insurance

A policy of Workers' Compensation Insurance in compliance with the requirements of Chapter 342 of the Kentucky Revised Statutes.

3.1.2 - Liability Insurance

Policies of liability insurance with the coverages and limits of liability indicated in the attached schedule thereof, in which the insurer agrees to:

a. Defend the Franchisee and City against any and all claims and causes of action, of every kind and nature, for any losses, expenses, costs, attorney's fees, obligations, liabilities, injuries, and damages by anybody else, which are allegedly or actually sustained, incurred and endured by anybody else, and which are in any way related to any act or omission of the City or the Franchisee in regard to the collection, transportation, handling, processing or disposal of solid waste, or this Agreement in regard thereto; and

b. Pay on behalf of the Franchisee and the City, or either or both of them, jointly or severally, any and all sums which either or both of them shall become jointly or severally legally obligated to pay, as the result of any act or omission of the Franchisee or the City, or anybody else, jointly or severally, which is in any way related to the collection, transportation, handling, processing or disposal of solid waste, or this Agreement in regard thereto.

c. Prior to providing waste collection services in the City of Erlanger, the Vendor shall cause to be issued and maintained the following policies of insurance through companies approved by the City in which the coverage of the Contractor is primary and noncontributory in regard to all liability coverage, including, without limitation, excess and umbrella policies:

1) Commercial General Liability insurance on ISO form CG00011001 (or a substitute providing equivalent coverage). The limit shall not be less than \$1,000,000 per occurrence. ***The City of Erlanger must be named as an Additional Insured; the certificate***

shall specify that the coverage afforded is Primary and Noncontributory with respect to any other coverage available to the City of Erlanger.

2) Comprehensive owned and non-owned automobile liability insurance with a minimum combined single limit of \$1,000,000.

3) Workers Compensation Coverage specific to the State of Kentucky.

4) If you are performing construction services, the additional insured status must be provided by a combination of CG20100707 and CG20370704.

5) If your services involve pyrotechnics, mechanical amusement devices, inflatable amusement devices, animals of any type (including petting zoo or pony rides) or any other services that the City of Erlanger deems applicable, you must also provide a Commercial Umbrella policy with a minimum limit of \$1,000,000.

6) If your services include the sale of alcohol, you must also provide evidence of Liquor Liability Coverage with a minimum limit of \$1,000,000.

7) If your services are professional in nature, such as architectural, engineering, consulting or legal, you must also provide evidence of Professional Liability coverage (also known as Errors and Omissions coverage) with a minimum limit of \$1,000,000.

The Vendor shall not commence collection until the City is satisfied with and has approved all of the insurance policies and endorsements required hereby and has received certificates evidencing that the Contractor is insured thereby.

3.1.3 - Licenses and Registration

An Erlanger occupational license; and all other licenses and registrations required by any applicable law for:

- a. Engaging in the business and occupation of collecting, transporting, processing and disposing of residential solid waste pursuant hereto; and
- b. The ownership, operation, maintenance and use of the landfill described in the bid of the Franchisee; and
- c. The ownership, operation and use of any motor vehicles by or on behalf of the Franchisee, in the performance of this Agreement.

3.2 - Solid Waste Collection and Removal

Franchisee shall supply one (1) 95 gallon tote per household, with the option of one (1) additional 95 gallon tote if requested at no additional fee. Smaller totes (35 and 65 gallon) must be readily available for customers who live in neighborhoods with homeowner's associations, in condos, or are physically unable to manage a larger tote. Personal totes can also be used by each household. There shall be no limit to how many totes are set out for collection.

3.2.1 Cause the collectible household solid waste from each collection unit and solid waste from all street litter cans and all other property of the City to be collected and removed once a week, according to the collection schedule; provided, however, that the Franchisee has no obligation to collect household solid waste from any collection unit that has a balance due and owing to the Franchisee that is more than 90 calendar days past the date of the invoice sent to the Franchisee to the owner or occupant of the collection unit. The owner or occupant may be charged a late fee that shall be no more than \$20.00.

3.2.2 Cause all solid waste from all street litter cans and all other property of the City to be collected and removed once a week, according to the collection schedule, at no charge or expense to the City.

3.2.3 Provide all labor, equipment, management and administration necessary for such solid waste collection and removal; and in such a manner that all such collections and removals are:

a. With the use of the motor vehicles and equipment identified in the bid of the Franchisee, or by the use of motor vehicles and equipment equal thereto or better in quality or condition, all of which shall have functional mechanical equipment, for the compaction of household solid waste into enclosed cargo spaces without leaking, and shall be maintained by the Franchisee in a condition which is functional, safe, clean and in conformity with all applicable laws; and

b. By collectors and operators trained and licensed therefore, according to all applicable laws, who shall make all reasonable efforts to safely maintain the continued flow of motor vehicle traffic around the collection vehicles and equipment, while they are on public streets and rights-of-way; and

c. According to the collection schedule; provided, however, that the Franchisee shall have 24 hours to remedy missed collections; and, provided further that unless otherwise agreed by the City and the Franchisee:

1) No solid waste collection shall occur on any street before 7:00 A.M., except in pre-authorized areas (Stevenson Road, Commonwealth Avenue, Turkeyfoot Road, and Dixie Highway), or after 5:00 P.M., prevailing time.

2) No solid waste collection shall occur on any Sunday or the holidays of Thanksgiving Day, Christmas Day, or New Years Day; but solid waste collection services shall occur as scheduled on all other holidays. In those years when Thanksgiving, Christmas, and New Years days occur on any other day other than Sunday, the remaining collection day(s) shall be delayed by one day, so that what should have been collected on these

days shall be collected on the following day that is not Sunday. The Franchisee shall make provisions to ensure no reduction in service occurs during any holiday week.

3) As new homes are constructed and occupied, and existing homes become occupied in the City limits, the franchisee shall provide waste services as required by the contract on the next scheduled day of collection after the customer establishes collections services with the Franchisee. Totes must be delivered within (7) seven days after the customer has contacted the Franchisee.

4) The Franchisee must make their drivers aware of school zones and schedules and arrange collection routes that do not conflict with said schedules.

5) Large items, construction material, and yard waste shall be collected, but must be properly contained , bundled, and/or weigh less than 75 pounds.

6) A bi-annual waste event may be conducted during the spring and fall of every calendar year. The Franchisee shall provide dumpsters, assistance, and waste removal for these events, at no charge. The City reserves the right to determine the dates of the event and the location.

7) If there is street construction underway, the Franchisee must contact the Director of Public Works to gain access to the street, ensuring that delayed services do not occur.

8) In the instance of fluid leaking from equipment, the Franchisee must address the leaking according to protocol with the approval of the Director of Public Works, or his designee.

3.3 - Recycling Collection and Removal

Provide each recycling collection unit with a 65 gallon tote for recyclables; and

cause all of the separately collectible recyclables, from each recycling collection unit, to be collected and removed therefrom, separately from all the other collectible household solid waste therefrom, without any limitation on the quality thereof, according to all applicable laws and the collection schedule therefore, and in the same manner hereinbefore described for the collection of household solid waste. Smaller totes (35 gallon) must be readily available for customers who live in neighborhoods with homeowner's associations, in condos, or are physically unable to manage a larger tote.

The Franchisee may provide recycling dumpsters for two locations in the City, and collect waste deposited in the same on at least a weekly basis at the request of the City. This may continue as a trial period of no less than (6) months and if successful, may continue permanently at the City's discretion. The City of Erlanger reserves the right to choose the locations and the sizes of the dumpsters.

3.4 - Cause all separately collectible recyclables that are collected by the Franchisee pursuant hereto to be disposed of through a recycling process, without being deposited in any waste site or facility.

3.5 - Cause all collectible household solid waste and all separately collectible recyclables that are collected by the Franchisee pursuant hereto, to be disposed of according to and in compliance with all applicable laws.

3.6 - Establish and maintain a procedure for receiving, recording, classifying, evaluating and responding to each, every, any and all complaints about the collection and disposal of recyclables and household solid waste pursuant hereto, and provide the City with a monthly report in regard to such complaints. The Franchisee shall designate a specific contact person assigned to insure a high level of customer service in Erlanger. The contact person's name and phone number shall be provided to the City Clerk. The contact person shall have full authority to

act on behalf of the contractor for the purpose of receiving, investigating, and resolving complaints received regarding solid waste contractor complaints. The contact person shall work closely with the City Clerk's Office to insure all customer complaints are resolved in a timely manner. The contact person shall also work to identify and implement solutions to persistent customer complaints. In the case of alleged missed scheduled collections, the Franchisee shall investigate, and, if such allegations are verified, shall arrange for the collection of the solid waste not collected within twenty-four (24) hours after receipt of complaint. In addition, route drivers shall contact the City Clerk's Office at the end of their route to ensure that there were no missed collections or concerns received that day.

3.7 - Provide the City with written monthly management reports about the collection and disposal of recyclables and household solid waste pursuant hereto, which shall include, at a minimum:

3.7.1 - The volume of household solid waste collected, land filled, and diverted from the waste stream; and

3.7.2 - Other information reasonably required to report about the collection and disposal of recyclables and household solid waste; and

3.7.3 - The number, nature, and source of all complaints received by the Franchisee about the collection and disposal of recyclables and household solid waste pursuant hereto; and the evaluation thereof and the response of the Franchisee thereto; and

3.7.4 - Documentation that all recyclables and household solid waste collected pursuant hereto, has been handled, transported, processed and disposed of according to and in compliance with all applicable laws and the provisions of this Agreement.

Section 4.0 - Fees and Changes of Franchisee

The fees and charges of the Franchisee for the collection and disposal of solid waste shall be limited as follows:

4.1 - Collection Units

The fees and charges of the Franchisee for the collection, removal and disposal of the collectible household solid waste and separately collectible recyclables from collection units shall be no more than those indicated in the following schedule, plus a late fee of \$20.00 for each invoice that is not paid within (90) days after the date thereof, for which the Franchisee shall cause invoices therefore to be mailed to the owner or occupant of each collection unit in months of July, October, January, and April of each year for the following four terms:

<u>Term</u>	<u>Solid Waste Collection Fee</u>	<u>Recyclable Collection Fee</u>
7-1-2021 to 6-30-2023	\$15.45 per month	\$5.50 per month
7-1-2023 to 6-30-2025	\$16.22 per month	\$5.78 per month
7-1-2025 to 6-30-2027	\$17.03 per month	\$6.06 per month
7-1-2027 to 6-30-2029	\$17.89 per month	\$6.37 per month
7-1-2029 to 6-30-2031	\$18.78 per month	\$6.69 per month

The fuel surcharge amount will be determined annually based on data for the first week of March. The fuel surcharge will be in place for twelve (12) months. Any increase or decrease in fuel surcharges will begin the first week of April each year. The first opportunity to enact a fuel surcharge during the contract period will be on April 1, 2022 based on March 22, data.

Average Weekly Fuel Cost Per Gallon (Cost Range)	Fuel Surcharge Amount Per Household Per Month	Fuel Surcharge Amount Per Yard for Front/Rear Load Containers	Fuel Surcharge Amount Per Haul for Roll Off Containers
---	--	--	---

	One Pickup Per Week	Two Pickup Per Week		
3.00 + Below	\$0.00	N/A	\$0.00	\$0.00
3.01 - 3.25	\$0.12	N/A	\$0.02	\$3.00
3.26 - 3.50	\$0.24	N/A	\$0.04	\$6.00
3.51 - 3.75	\$0.36	N/A	\$0.06	\$9.00
3.76 - 4.00	\$0.48	N/A	\$0.08	\$12.00
4.01 - 4.25	\$0.60	N/A	\$0.10	\$15.00
4.26 - 4.50	\$0.72	N/A	\$0.12	\$18.00
4.51 + Above	\$0.84	N/A	\$0.14	\$21.00

The Franchisee shall provide (1) 95 gallon tote per household for waste collection and one (1) 65 gallon tote per participating households for recycling collection. Each resident shall receive one (1) additional 95 gallon tote for waste collection, upon request, at no additional cost.

TOTE RENTAL

Rental Cost Per Tote Per Month for Additional Totes	Rate/Cost 2021/2023	#1 Extension 2023/2025	#2 Extension 2025/2027	#3 Extension 2027/2029	#4 Extension 2029/2031
35 Gallon Tote	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
65 Gallon Tote	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
95 Gallon Tote	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50

4.2 - City

The City shall have no obligation or liability to the Franchisee for any of the fees and charges thereof for the collection, removal and disposal of solid waste and recyclables from collection units. Additionally, the collection, removal, and disposal of solid waste and recyclables from the street litter cans and other property of the City shall be without any fees or charges of the Franchisee, and the City shall have no obligation or liability to the Franchisee therefore.

Section 5.0 - Duties and Obligations of the City

At all times during the initial term of this Agreement, and each and every extension thereof pursuant hereto, while the Franchisee is in compliance with all of the covenants, requirements and provisions of this Agreement, the City shall:

5.1 - Exclusive Franchise

Cause the Franchisee to have an exclusive franchise for the use of the public streets and rights-of-way of the City for the collection, removal, and disposal of household solid waste and recyclables from collection units by motor vehicles.

5.2 - Notification of Collection Units

Provide the Franchisee with a monthly written notice of all collection units to be added to or removed from the collection schedule.

5.3 - Ordinance Enforcement

Enforce all of the ordinances of the City in regard to the collection, removal, and disposal of solid waste and recyclables against the owners and occupants of collection units who are delinquent in the payment of invoices of the Franchisee therefore. The City acknowledges that the Franchisee based its bid on the economy of scale that all residential collection units in the City would utilize and pay for the waste collection and disposal services defined herein and the City warrants that it will enforce the exclusive franchise in favor of the Franchisee and will require all residential collection units to utilize and pay for the waste collection and disposal services contemplated in the Franchise Agreement.

Section 6.0 - Remedies for Violations

Upon each repeated violation of any provision of this Agreement by the Franchisee that occurs more than ten (10) days after the City has mailed a written notice of any previous violation of such provision to the Franchisee, the City may, in addition to any and all

other remedies provided to the City therefore by law, terminate this Agreement, by mailing a written notice thereof to the Franchisee at least thirty (30) continuous calendar days prior to the effective date thereof; and thereupon, the City shall procure the completion of the balance of this Agreement by someone else; and the Franchisee shall and hereby agrees to pay on behalf of the City, and to indemnify and hold the City harmless from any and all costs and expenses to the City therefore, which are over and above what the City would have paid therefore pursuant to

this Agreement between the date of termination and the date of the subsequent term extension nearest to the date of termination (in no event shall such costs be assessed beyond a term extension for which the City has a right to terminate); and any reasonable attorney's fees incurred by the City in the acquisition thereof. In the event of such an occurrence however, the City shall be under a duty to mitigate its losses, damages, and costs.

Section 7.0 - Indemnification

The Franchisee shall and hereby agrees to defend, indemnify and hold the City and the officers, agents, and employees thereof harmless from all claims, demands, and causes of actions, both at law and in equity, for each, every, and and all past, present and future injuries, losses, costs, expenses and other damages sustained and endured by the City, to the extent due to any tortious act or omission of the Franchisee, or the officers, agents, servants or contractors thereof, in regard to the collection, removal, transportation or disposition of solid waste, or Franchisee's breach of this Agreement, including, without limitation, claims for subrogation, contribution or indemnification by third parties or otherwise, and all costs and expenses of the City in the investigation and defense thereof including, without limitation, court costs and reasonable attorney fees.

Section 8.0 - Time of Essence

Time is of the essence of this Agreement.

Section 9.0 - Assignability

This Agreement may not be assigned by either the Franchisee or the City without the written approval of the other.

Section 10.0 - Miscellaneous

This Agreement:

10.1 - Applicable Law

Shall be interpreted, construed, and enforced according to the laws of the Commonwealth of Kentucky.

10.2 - Entire Agreement

Constitutes the complete Agreement of the City and the Franchisee; and all prior proposals, discussions, negotiations, representations, and condition are merged herein. The Specifications shall be made part of the Agreement.

10.3 - Amendment

Shall not be amended, modified, or supplemented without a written agreement in regard thereto signed on behalf of both the City and the Franchisee.

10.4 - Force Majeure

If Contractor believes that it is being, or will be prevented or hindered in the performance of any of the terms, covenants, or conditions of this Agreement by reasons beyond its control, including without limitation fire, flood, riot, military or usurped power, sabotage, any action taken by any governmental authority (which without fault on the part of the Contractor prevents or hinders the performance by Contractor of its obligations hereunder), or an act of God (whether similar or dissimilar to the matters enumerated in the Section), the

Contractor, by written notice to the Contract Administrator, may declare an event of Force Majeure, and to the extent and for the period that performance hereunder is prevented or hindered by such condition or event, Contractor shall be excused from performance of such term, covenant or condition. In the event of such excused non-performance, Contract will promptly notify the Contract Administrator of the services it cannot perform, but nonetheless will use its best efforts to conform as closely as reasonably to the specifications hereunder.

Mayor, City of Erlanger

505 Commonwealth Avenue, Erlanger, Ky. 41018

Rumpke of Ky Inc
(PRINTED NAME OF BIDDER)

3990 Generation Drive, Cincinnati OH 45251
(PRINTED MAILING ADDRESS OF BIDDER)

IN WITNESS WHEREOF, this Agreement has been signed for and on behalf of the Contractor and the City of Erlanger by and through their respective officials on the dates indicated.

CITY OF ERLANGER

BY: [Signature]
JESSICA FETTE, Mayor

Subscribed and sworn to before me, a Notary Public, by Jessica Fette, as Mayor of the City of Erlanger, on June 11, 2021.

[Signature]
NOTARY PUBLIC # 603297
Kentucky, State at Large
Commission Expires 7/17/22

State of Kentucky
County of Kenton

RUMPKE OF KENTUCKY, INC
(PRINTED NAME OF FRANCHISEE)

BY: [Signature]
(Signature of Authorized Representative)

William J. Rumpke, Jr., President
(Printed Name of Representative)

Subscribed and sworn to
William J. Rumpke, Jr.
(Printed Name of Signatory)

before me, a Notary Public, by
for RUMPKE OF KENTUCKY, INC.
(Printed Name of Company)

on June 11, 2021.

[Signature]
NOTARY PUBLIC
Commission Expires 1/21/24
State of Ohio
County of Butler



Gina M. Schueter
Notary Public, State of Ohio
My Commission Expires 1-21-2024

CITY OF FLORENCE - FRANCHISE AGREEMENT
SOLID WASTE COLLECTION

THIS FRANCHISE AGREEMENT made and entered into this 4th day of March, 2019, by and between the CITY OF FLORENCE, KENTUCKY (the "City") and RUMPKE OF KENTUCKY, INC., a Kentucky corporation, ("Rumpke"), 10795 Hughes Road, Cincinnati, Ohio, 45251,

WITNESSETH:

WHEREAS, the City duly advertised for bids for the granting of an exclusive franchise for the right and privilege of entering in and upon the streets and public ways of the City for the collection, transportation, and disposal of all solid waste in accordance with the specifications titled "City of Florence, Kentucky Solid Waste & Recycling Collection Specifications, November, 2018, a copy of which is attached hereto and incorporated herein as Exhibit "A", and

WHEREAS, on November 30, 2018, bids were received and reviewed and it was determined that Rumpke's Bid was the lowest, best, and most responsible bid received, a copy of which is attached hereto and incorporated as Exhibit "B"; and

WHEREAS, following the determination that Rumpke's Bid was the lowest and best bid, the City and Rumpke entered into negotiations which resulted in certain modifications to that bid which are reflected in Exhibit "B1" which is attached hereto and incorporated herein; and

WHEREAS, the exclusive franchise is awarded to Rumpke based upon its bid reflected in Exhibits "B" and "B1" hereto and to the extent that those Exhibits conflict, the provisions of Exhibit "B1" shall control.

NOW, THEREFORE, the City does hereby award to Rumpke an exclusive franchise to use the streets of the City for the purpose of collection, transportation, and disposal of all solid

waste generated in the City and for residential curbside recycling services according to the terms and conditions herein set out, AND in consideration of the granting of such franchise, Rumpke does hereby covenant and agree with the City to provide the services described below:

1.
 - a. The contents of Exhibits "A", "B", and "B1", except as hereinafter modified, shall be read together to constitute the terms and conditions of this Franchise Agreement with the provisions of Exhibit "B1" controlling.
 - b. In Exhibits "A", "B", and "B1", residential solid waste services were bid in several alternatives. The City has selected Semi-Automated Collection which includes "one curbside pickup per week" and "once per week curbside recycling voluntary subscription program", which shall become a part of this Franchise Agreement. The alternatives relating to Semi-Automated Collection "including once per week curbside recycling" and all other alternatives under Fully-Automated Collection are hereby rejected. In addition to the automated pickup of the totes, Rumpke shall be obligated to pick up large items, yard waste, together with any other solid waste material deposited at curbside.
 - c. It shall be the obligation of Rumpke to imprint the City of Florence logo on all totes supplied to residential customers under this Franchise Agreement.
2. Rumpke will provide all labor, materials and equipment necessary to comply with the terms of this Franchise Agreement and only closed trucks, maintained in a clean and sanitary condition, shall be used within the City.
3. The term of this Franchise Agreement shall be for a period of two (2) years commencing on April 1, 2019, and expiring on March 31, 2021. In addition, the City shall have the exclusive right and option to extend this Agreement for four (4) additional two (2) year periods. The City shall exercise each such option by giving written notice to Rumpke not less than 30 days prior to the expiration of the then existing term or renewal term.
4. Rumpke shall be compensated for services performed hereunder by billing and collection from each commercial and residential solid waste and/or recycling customer

individually at the rates contained in Exhibit "B" or "B1".

5. Rumpke shall strictly comply with all provisions of state or federal law as applicable to the services provided hereunder.

6. Rumpke shall indemnify, hold harmless and defend the City, all of its agents and elected officials, officers, representatives, and employees from all actions, suits, or claims of any kind, nature, character, name and description brought for or on account of any injuries or damages of any nature or amount received or sustained by any person, persons, or property by or from Rumpke, its agents, employees, or representatives, including any subcontractor or independent contractor resulting from or arising out of performance by Rumpke under this Agreement.

7. Rumpke shall provide to the City any and all information requested which pertains to the service provided in accordance with this Franchise Agreement, even if the information requested by the City is not specifically identified in Exhibit "A".

IN WITNESS WHEREOF, the parties, acting by and through their duly authorized officers, have executed this Agreement as of the day and year first above written.

CITY OF FLORENCE, KENTUCKY

BY: 
DIANE E. WHALEN, MAYOR

RUMPKE OF KENTUCKY, INC.

BY: 
WILLIAM J. RUMPKE, PRESIDENT

MAYOR
Jude S. Hehman



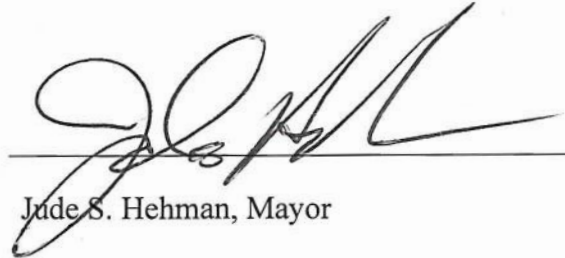
CITY COUNCIL
Vicki Boerger
Mary Burns
Jerry Deatherage
Scott McVey
Kim Nachazel
Greg Pohlgeers
Michael Stoeckle

Fort Mitchell

TWO-YEAR RENEWAL AGREEMENT WITH THE CITY OF FORT MITCHELL, KENTUCKY AND BESTWAY DISPOSAL OF INDIANA, INC.

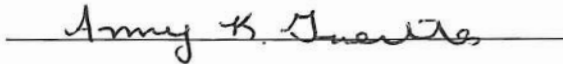
This letter is to notify Best Way Disposal of Indiana, Inc. D/B/A Best Way Disposal that the City of Fort Mitchell will renew the attached solid residential waste collection contract signed September 1, 2017 for the two-year period beginning July 1, 2021 through June 30, 2023 for the quoted monthly unit rates of \$13.17 for waste collection and \$4.33 recycling. All terms within the contract will still apply.

City of Fort Mitchell, Kentucky



Jude S. Hehman, Mayor

Attest:



Amy Guenther, City Clerk/Treasurer



Waste & Recycling Services

10795 Hughes Road, Cincinnati, OH 45251
Phone (513) 851.0122 Fax (513) 851.2057



September 19, 2017

CITY OF FORT THOMAS
130 N. Ft. Thomas Avenue
Fort Thomas, KY 41075

Attention: Joseph Ewald

RE: **SOLID WASTE CONTRACT**

Dear Mr. Ewald:

Rumpke of Kentucky, Inc. is pleased to enter into a new (2) two-year contract with the City of Fort Thomas. Enclosed please find one fully executed contract covering the period of September 1, 2017 through August 31, 2019. Please return on full executed copy to my attention in the envelope provided. Per the requirements of this contract, a performance bond in the amount of 100% the contract amount will be issued.

If you have any questions or require additional information, please do not hesitate to contact me at (513) 851-0122, Ext 5105 or by e-mail at elizabeth.palmer@rumpke.com. Thank you for your confidence in our service. We look forward to providing efficient and dependable services for the City of Fort Thomas.

Sincerely,

RUMPKE OF KENTUCKY, INC.

Elizabeth Palmer
Municipal Bid Coordinator

/ep

Encl.

CONTRACT FOR SOLID WASTE COLLECTION

THIS CONTRACT is made and entered this ____ day of September 2017 by and between the CITY OF FORT THOMAS, KENTUCKY, a municipal corporation of the Fourth Class, located at 130 North Fort Thomas Avenue, Fort Thomas, Kentucky 41075 (hereinafter referred to as “City”) and RUMPKE OF KENTUCKY, INC., a corporation organized and existing under the laws of the State of Kentucky, located at 10795 Hughes Road, Cincinnati, Ohio 45251 (hereinafter referred to as “Contractor”).

RECITALS

- A. WHEREAS, City advertised for bids for collection and removal of non-hazardous solid waste (“solid waste”) according to law;
- B. WHEREAS, Contractor submitted the lowest and best bid; and
- C. WHEREAS, City has accepted the bid for Contractor;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereby agree as follows:

1. “Contract Documents” shall include the following documents, and this Contract does hereby expressly incorporate same herein as if fully set forth herein:
 - a. Contractor’s Bid Proposal for Solid Waste Refuse Collection and Disposal Services and Bid Clarification (dated July 31, 2017) (Exhibit A);
 - b. Solid Waste Collection Specifications for the City of Ft. Thomas, Kentucky (Exhibit B);
 - c. Legislative Action Awarding the Contract to Contractor (Exhibit C);
 - d. Contract Performance Bond (Exhibit D);
 - e. Certificate of Insurance (Exhibit E);
 - f. This document styled “Contract for Solid Waste Collection.”

The City and the Contractor are bound by the terms and conditions of the “Contract Documents.”

2. The Contractor shall be the only entity authorized to provide residential solid waste collection and disposal services within the City. This shall be considered an exclusive franchise as to residential solid waste collection. Other non-residential facilities will not be required to accept waste services from Contractor.

3. The term of this Contract shall be from September 1, 2017 until 11:59 PM August 31, 2019. The City may extend the Contract on a bi-annual basis for two (2) consecutive two (2) year terms beginning on September 1, 2019, in accordance with the option year bids. To exercise said option, the City shall give notice to the Contractor by sending a certified letter to the Contractor, return receipt requested, at the address of the Contractor as set forth above. Notice is sufficient if same carries a post mark dated sixty (60) days prior to the expiration of the then current term.

4. The Contractor also shall furnish a performance bond in the sum equal to one hundred percent (100%) of the total gross amount of the Contract to insure faithful performance of the Contract during the length of the Contract.

5. The Contractor shall identify, hold harmless and exempt the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees incident to any work done in the performance of this Contract.

6. The Contractor shall carry, with an insurance company authorized to transact business in the State of Kentucky, a policy that fulfills the legal requirements of all workers' compensation and occupational disease statutes of the State of Kentucky.

7. The Contractor shall not assign this Contract, or any interest therein, without the express written consent of the City.

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

9. The Contractor agrees to comply with all laws and statutes relating to Federal Wage and Hour Law requirements, liability insurance, working hours and provisions against discrimination against any worker because of race, sex, color, creed, age, religion or disabled individuals.

10. The Contractor shall obtain at its own expense all permits and licenses required by law.

11. The Contract may be modified according to law with written approval of both parties. If any provision of this set of specifications or Contract is declared void or illegal, the other provisions shall not be affected, but shall remain in full force and effect.

12. Any controversy or claim arising out of or relating to this Contract, or breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such controversy or claim shall be submitted to one arbitrator selected from the National Panel of the American Arbitration Association.

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

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

15. This Contract and the "Contract Documents" constitute the entire contract and understanding between parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

16. All dealings, contracts, etc. between the Contractor and the City shall be directed by the Contractor to the City Administrative Officer.

17. Correspondence sent by certified United States mail to either party at its business address shown hereinabove shall be sufficient notice whenever required for any purpose in this Contract.

18. This Contract shall become effective and the Contractor shall begin collection of the solid waste as covered herein on September 1, 2017.

IN WITNESS WHEREOF, the City and Contractor have caused their respective duly authorized officers to execute this Contract as of the day and year first above written.

**CITY OF
FORT THOMAS, KENTUCKY**

ATTEST:

By: _____

By: _____

RUMPKE OF KENTUCKY, INC.

ATTEST:

By: *Elizabeth Palmer*

By: *Philip E. Wehrman*
Philip E. Wehrman, CFO

CONTRACT FOR SOLID WASTE COLLECTION

THIS CONTRACT is made and entered this ____ day of September 2017 by and between the CITY OF FORT THOMAS, KENTUCKY, a municipal corporation of the Fourth Class, located at 130 North Fort Thomas Avenue, Fort Thomas, Kentucky 41075 (hereinafter referred to as "City") and RUMPKE OF KENTUCKY, INC., a corporation organized and existing under the laws of the State of Kentucky, located at 10795 Hughes Road, Cincinnati, Ohio 45251 (hereinafter referred to as "Contractor").

RECITALS

- A. WHEREAS, City advertised for bids for collection and removal of non-hazardous solid waste ("solid waste") according to law;
- B. WHEREAS, Contractor submitted the lowest and best bid; and
- C. WHEREAS, City has accepted the bid for Contractor;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereby agree as follows:

1. "Contract Documents" shall include the following documents, and this Contract does hereby expressly incorporate same herein as if fully set forth herein:
 - a. Contractor's Bid Proposal for Solid Waste Refuse Collection and Disposal Services and Bid Clarification (dated July 31, 2017) (Exhibit A);
 - b. Solid Waste Collection Specifications for the City of Ft. Thomas, Kentucky (Exhibit B);
 - c. Legislative Action Awarding the Contract to Contractor (Exhibit C);
 - d. Contract Performance Bond (Exhibit D);
 - e. Certificate of Insurance (Exhibit E);
 - f. This document styled "Contract for Solid Waste Collection."

The City and the Contractor are bound by the terms and conditions of the "Contract Documents."

2. The Contractor shall be the only entity authorized to provide residential solid waste collection and disposal services within the City. This shall be considered an exclusive franchise as to residential solid waste collection. Other non-residential facilities will not be required to accept waste services from Contractor.

3. The term of this Contract shall be from September 1, 2017 until 11:59 PM August 31, 2019. The City may extend the Contract on a bi-annual basis for two (2) consecutive two (2) year terms beginning on September 1, 2019, in accordance with the option year bids. To exercise said option, the City shall give notice to the Contractor by sending a certified letter to the Contractor, return receipt requested, at the address of the Contractor as set forth above. Notice is sufficient if same carries a post mark dated sixty (60) days prior to the expiration of the then current term.

4. The Contractor also shall furnish a performance bond in the sum equal to one hundred percent (100%) of the total gross amount of the Contract to insure faithful performance of the Contract during the length of the Contract.

5. The Contractor shall identify, hold harmless and exempt the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees incident to any work done in the performance of this Contract.

6. The Contractor shall carry, with an insurance company authorized to transact business in the State of Kentucky, a policy that fulfills the legal requirements of all workers' compensation and occupational disease statutes of the State of Kentucky.

7. The Contractor shall not assign this Contract, or any interest therein, without the express written consent of the City.

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

9. The Contractor agrees to comply with all laws and statutes relating to Federal Wage and Hour Law requirements, liability insurance, working hours and provisions against discrimination against any worker because of race, sex, color, creed, age, religion or disabled individuals.

10. The Contractor shall obtain at its own expense all permits and licenses required by law.

11. The Contract may be modified according to law with written approval of both parties. If any provision of this set of specifications or Contract is declared void or illegal, the other provisions shall not be affected, but shall remain in full force and effect.

12. Any controversy or claim arising out of or relating to this Contract, or breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such controversy or claim shall be submitted to one arbitrator selected from the National Panel of the American Arbitration Association.

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

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

15. This Contract and the "Contract Documents" constitute the entire contract and understanding between parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

16. All dealings, contracts, etc. between the Contractor and the City shall be directed by the Contractor to the City Administrative Officer.

17. Correspondence sent by certified United States mail to either party at its business address shown hereinabove shall be sufficient notice whenever required for any purpose in this Contract.

18. This Contract shall become effective and the Contractor shall begin collection of the solid waste as covered herein on September 1, 2017.

IN WITNESS WHEREOF, the City and Contractor have caused their respective duly authorized officers to execute this Contract as of the day and year first above written.

**CITY OF
FORT THOMAS, KENTUCKY**

ATTEST:

By: Melissa Beckett

By: 

RUMPKE OF KENTUCKY, INC.

ATTEST:

By: Elizabeth Palmer

By: Philip E. Wehrman
Philip E. Wehrman, CFO

ADDENDUM

This document serves to add the following to the contract dated September 1, 2017 between the City of Ft. Thomas, Kentucky (the "City") and Rumpke of Kentucky, Inc. (the "Contractor").

It is hereby agreed as follows:

Effective September 1, 2021 and continuing through August 31, 2023 Rumpke shall continue to provide one (1) time per week unlimited solid waste collection and one (1) time per week curbside recycle collection for all residential and business units with the City of Ft. Thomas for the sum of \$14.79 per unit per month, billed directly to the City on a monthly basis. Rumpke will invoice the City for commercial customers according to the attached container price schedule.

All other terms and conditions of the original contract dated September 1, 2017 shall remain unchanged.

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

**CITY OF FORT THOMAS
CONTAINER PRICING**

Effective September 1, 2021 through August 31, 2023

BILLED TO CITY		BILLED TO CUSTOMER	
SIZE	2X WEEK SERVICE	3X WEEK SERVICE	MONTHLY RENTAL
2 YD	80.17	57.25	24.72
3 YD	109.67	81.63	26.97
4 YD	140.94	103.96	31.46
6 YD	182.37	119.56	35.96
8 YD	227.35	139.13	40.45

**Twice per week service billed directly to City.*

***Monthly container rental and any extra service billed directly to Customer.*

****8YD serviced 5x per week = \$227.35 to City and \$366.48 to Customer (plus container rental, if applicable).*

96-Gallon Commercial Trash Cart – 2x Per Week –
\$32.66 Each Per Month – Billed to City
\$ 5.00 Each Lease – Billed to Customer

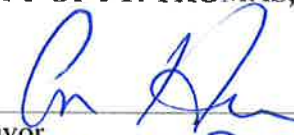

EXTRA PICKUPS: 2 YD = \$44.73 Per Pickup
3 YD = \$45.01 Per Pickup
4 YD = \$45.26 Per Pickup
6 YD = \$60.55 Per Pickup
8 YD = \$61.08 Per Pickup

TRASH CARTS: Residential = \$3.00 each per month
Commercial = \$5.00 each per month

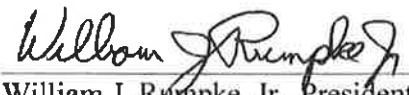

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, blizzards, windstorms, high water table, unusually severe weather), fires, quarantine, labor disputes or strikes, explosion, shortage or failure in the supply of fuel, electric current or other public utility not caused by Contractor's actions, actions or decrees of governmental bodies not caused by Contractor's actions, or any other cause beyond the control of the parties (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party. Upon receipt of notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

The term of this contract extension shall be for two (2) years effective September 1, 2021 and continuing through August 31, 2023. This contract may be renewed for two (2) additional option years upon mutual agreement of both parties.

CITY OF FT. THOMAS, KENTUCKY

x 
Mayor

Witness
9/17/21
Date

RUMPKE OF KENTUCKY, INC.


William J. Rumpke, Jr., President

Witness
8/17/21
Date

**SCHEDULE A
GARBAGE COLLECTION AND RECYCLING SPECIFICATIONS**

This Agreement is by and between the **CITY OF FORT WRIGHT**, a city of the fourth class in Kenton County, Kentucky, hereinafter identified and referred to as the "**CITY**", and, Rumble of Ky, Inc., hereinafter identified and referred to as the "**CONTRACTOR**".

WITNESSETH:

WHEREAS, on the 16th day of April, 2019 the City advertised for and solicited sealed bids and proposals for garbage collection and recycling of solid waste materials in the City for the period of July 1, 2019 through and including June 30, 2021; and

WHEREAS, the Contractor proposed this Agreement to the City in response to the aforementioned advertisement and solicitation for sealed bids and proposals by the City; and

WHEREAS, on the 18 day of May, 2019, the City accepted this proposal from the Contractor as the best bid of a responsive and responsible bidder;

NOW, THEREFORE, in consideration of the mutual covenants included herein, the City and the Contractor hereby agree as follows:

- I. As used in this agreement, the following words and phases have the meanings indicated therefor:
 - A. The words "applicable laws" mean any and all laws, statutes, ordinances, rules and regulations of the United States, Commonwealth of Kentucky, County of Kenton or the City of Fort Wright or any Department, Cabinet, Bureau, Administrative Agency or any other division thereof.
 - B. The words "collection unit" mean:
 - 1. Each separate detached building, which is constructed, used or intended for the residential use of a single family; and
 - 2. Each separate detached single occupant building, which is constructed, used or intended for any non-residential use other than an industrial use, and located on any lot or parcel or real estate with no other building thereon for human occupancy and use, and consisting of no more than two (2) acres, when combined with all other adjoining lots or parcels of real estate owned with common ownership; and

3. Each separate unit in each separate detached building constructed, used or intended for multiple occupancys and use for anything other than an industrial use, with no more than four (4) separate units therein, and located upon a lot or parcel of real estate with no other separate detached building for human occupancy and use thereon, and consisting of no more than two (2) acres, when combined with all other adjoining lots or parcels with common ownership.

C. The word "garbage" means any and all solid waste material, including, without limitation, any and all recyclable material, but with the exclusion of automobile bodies and large stumps, logs and tree limbs, and large pieces of concrete or other building material.

D. The words "recyclable material" mean any and all glass, aluminum metal and bi-metal cans, jars, bottles or other containers, with the symbols "1PET", or "2HDPE", newsprint, white paper, corrugated cardboard, envelopes, pizza boxes, paper bags, phone books, and magazines.

II. Attached hereto and incorporated herein by reference is a schedule entitled "Fort Wright Garbage and Recycling Schedule" which identifies the days of the week on which garbage is scheduled for collection from each street within the City, and the days of the week on which only recyclable material is to be collected therefrom as well as the types of materials collected; and that schedule shall hereinafter be identified and referred to as the collection schedule. The Contractor shall bear full responsibility for producing and distributing, at the beginning of the fiscal year, to each dwelling unit served by this contract, information regarding schedules, routes, and all collection programs. Included in this responsibility shall be the availability of written material/brochure, describing the "Fort Wright Garbage and Recycling Schedule, at the City offices, and in bulk for mailing; as well as digital information that can be used for social media, electronic newsletters, etc.

III. During the period beginning on July 1, 2019 and ending on June 30, 2021, the Contractor shall and hereby agrees to collect or cause to be collected in the manner hereinafter described and according to the collection schedule, all garbage and recyclable material from each collection unit, when it is placed for collection in the manner hereinafter described according to the collection schedule.

IV. The collection of all garbage and recyclable material by the Contractor pursuant to the terms and conditions hereof, shall be during daylight hours which do not precede 7:00 a.m. by the use of motor vehicles with enclosed cargo spaces and hydraulic and mechanical equipment necessary for the compaction of solid waste materials; and all of such motor vehicles and equipment and the operation thereof shall always conform to all provisions and requirements of all applicable laws.

V. All recyclable material and other garbage to be collected by the Contractor, pursuant to the terms and conditions of this Agreement, shall be placed for collection between the edge of the pavement and the right of way line of the improved street upon which the collection unit abuts prior to the arrival of the employees or other representatives of the Contractor therefore on a day of collection indicated in the collection schedule.

VII. The Contractor shall remove all recyclable material and other garbage from the containers in which it is placed for collection in such a manner that no portion thereof is left in the container or lying on the ground; and in such a manner that the container is not bent, dented, cracked, split or otherwise damaged; and, in the event of any such damage, the City may determine the existence and amount thereof, and pay the amount so determined to the owner thereof, from the payment due to the Contractor, pursuant to the terms and provisions thereof.

VIII. The Contractor shall and hereby agrees that all recyclable material and other garbage collected or caused to be collected by the Contractor, pursuant to the terms and conditions of this Agreement shall be collected, removed, transported and disposed of in conformance with all applicable laws.

IX. Special service shall be provided by the Contractor for the removal of used tires and white goods, with the price and pickup schedule negotiated between the Contractor and the owner or occupant of the collection unit.

X. Special service shall be provided by the Contractor for

A. The removal of automobile bodies, large stumps, logs and tree limbs and large pieces of concrete and other building materials, and other similar large items, with the price and pickup schedule negotiated between the Contractor and the owner or occupant of the collection unit.

B. The removal of tree and brush material which must be bundled into lengths not exceeding five (5) feet long, nor more than eighteen (18) inches in diameter, free of charge.

XI. At the end of each calendar month during the term and period of this Agreement, in which the Contractor has complied with and performed all of the obligations thereof pursuant hereto, the City shall pay to the Contractor, upon receipt of a bill therefore, a sum equal to \$ 14.95 for each collection unit in the City, and it is hereby agreed between the City and the Contractor, that as of the date of this Agreement, the number of collection units in the City is 2070; and that the collection rate of each unit shall include all applicable local, state, and federal fees and taxes, and/or any fuel surcharges.

XII. Upon the failure of the Contractor to collect any recyclable material or other garbage from any collection unit within the City, at the times and on the days in the

manner indicated herein, the City may, for each such failure, and as an alternative to the termination and cancellation of this Agreement, deduct from the monthly payment by the City to the Contractor pursuant to the terms hereof, as liquidated damages and not as a penalty, a sum equal to twice the monthly unit price to be paid by the City to the Contractor pursuant to the terms and conditions hereof for the collection of recyclable material and other garbage from such collection unit.

XIII. The Contractor hereby grants to the City the right, option and privilege of renewing this Agreement for the additional periods and at the rates indicated in the following schedule; provided, however, that such right, option and privilege shall be exercised by the City no later than the first day of June preceding the renewal period, by causing a written notice thereof to be mailed to the Contractor at the last known address thereof by certified mail, return receipt requested:

COLLECTION PERIOD	COLLECTION RATE
July 1, 2019 through June 30, 2021	\$ 14.95 per collection unit per month
July 1, 2021 through June 30, 2023	\$ 16.40 per collection unit per month
July 1, 2023 through June 30, 2025	\$ 17.99 per collection unit per month

XIV. The Contractor shall and hereby agree that during the performance of the terms and conditions of this Agreement, the Contractor shall cause to be issued and maintained the following policies of insurance:

- A. Workers Compensation Insurance as required by the terms of Chapter 342 of the Kentucky Revised Statutes.
- B. A policy of insurance by which the insurance company agrees to pay on behalf of the Contractor and the City all sums which they shall become legally obligated to pay as damages resulting from any action or omission of the Contractor or the City in the performance of the terms and conditions of this Agreement, with limits of no less than \$500,000.00 per person and \$1,000,000.00 per occurrence.

The aforementioned policy of insurance shall be subject to the approval of the City; and the Contractor shall not take any action in regard to the performance of this Agreement until said insurance policy has been delivered to and approved by the City.

XV. The Contractor shall and hereby agrees to indemnify and hold the City harmless from any and all liability and expenses involved in any litigation or administrative or other proceeding resulting from any act or omission of the Contractor in the performance of the terms and conditions of this Agreement, including defense costs and attorney fees.

XVI. In order to assist the City in the management of its solid waste stream, the Contractor shall provide quarterly management reports to the City that involve the volume of solid waste collected, landfilled, and recycled.

XVII. For the purpose of allowing the City flexibility to utilize dumpster collection services in the future, for the purpose of multi-family and commercial customers within the City, the Contractor also agrees to offer the following rates for providing such services:

SIZE	PERIOD	COST/PER MONTH
2 Cubic Yards	July 1, 2019 through June 30, 2021	\$ 40.00 per unit
	July 1, 2021 through June 30, 2023	\$ 45.00 per unit
	July 1, 2023 through June 30, 2025	\$ 50.00 per unit
3 Cubic Yards	July 1, 2019 through June 30, 2021	\$ 50.00 per unit
	July 1, 2021 through June 30, 2023	\$ 55.00 per unit
	July 1, 2023 through June 30, 2025	\$ 60.00 per unit
4 Cubic Yards	July 1, 2019 through June 30, 2021	\$ 60.00 per unit
	July 1, 2021 through June 30, 2023	\$ 65.00 per unit
	July 1, 2023 through June 30, 2025	\$ 70.00 per unit
6 Cubic Yards	July 1, 2019 through June 30, 2021	\$ 80.00 per unit
	July 1, 2021 through June 30, 2023	\$ 85.00 per unit
	July 1, 2023 through June 30, 2025	\$ 90.00 per unit
8 Cubic Yards	July 1, 2019 through June 30, 2021	\$ 90.00 per unit
	July 1, 2021 through June 30, 2023	\$ 95.00 per unit
	July 1, 2023 through June 30, 2025	\$100.00 per unit

(Unless otherwise requested, collections will be one trash/recycling per week).

XIII. The Contractor shall provide the City of Fort Wright, free of any additional charges and/or applicable local, state and federal fees and taxes and/or fuel surcharges, the following as a provision of their contract for services during each individual collection period:

- A dumpster (size to be specified by the City of Fort Wright prior to the beginning of each contractual period) and regularly scheduled weekly dump services at the Fort Wright Public Works Building, located at 409 Kyles Lane, Fort Wright, KY 41011.
- Regularly scheduled collection of waste materials from the City of Fort Wright Municipal Building, located at 409 Kyles Lane, Fort Wright, KY

41011 to include the provision of six (6) standard size waste containers and the collection and disposal thereof on a weekly basis.

- Regularly scheduled collection of recycling materials from the City of Fort Wright Municipal Building, located at 409 Kyles Lane, Fort Wright, KY 41011 to include the provision of two (2) standard size recycling containers and the collection and disposal thereof on a weekly basis.
- Regularly scheduled collection of waste materials from the South Hill Civic Center, located at 101 Bluegrass Ave, Fort Wright, KY 41011 to include the provision of six (6) standard size waste containers and the collection and disposal thereof on a weekly basis.
- Corrugated cardboard boxes or similar type disposable boxes with liners to serve as trash cans to assist in the collection and appropriate disposal of trash at various city sponsored community/recreational events. Maximum quantity not to exceed 50 disposable containers per each contractual period.
- A dumpster (size to be specified by the City of Fort Wright) and dump services, for a maximum of two (2) emergency situations, for the purpose of disposing of debris and materials created as the result of an "Act of God", such as a tornado, wind spear, fire or any other disaster within the community, for the provision of emergency services, that requires an organized clean up undertaken by the City of Fort Wright.

XIX. The Contractor may provide the City of Fort Wright, at no additional expense or at an additional expense, Port-O-Lets as outlined below. Pricing, if applicable, should include any additional charges and/or applicable local, state and federal fees and taxes, and/or fuel surcharges pertaining to the use, transfer, disposal of materials, etc affiliated with the Port-O-Lets, if applicable:

- Eight (8) Port-O-Lets and four (4) Hand Sanitizer Stands for use at Battery Hopper Park and Museum related events.

The Contractor agrees to offer the aforementioned services at the following rates, if desired:

EQUIPMENT	PERIOD	COST PER UNIT per EVENT
8 Port-o-Lets	July 1, 2019 through June 30, 2021	\$ 125.00 per Unit
	July 1, 2021 through June 30, 2023	\$ 135.00 per Unit
	July 1, 2023 through June 30, 2025	\$ 145.00 per Unit
4 Hand Sanitizer Stands	July 1, 2018 through June 30, 2019	\$ 80.00 per Unit
	July 1, 2019 through June 30, 2020	\$ 90.00 per Unit
	July 1, 2023 through June 30, 2025	\$ 100.00 per Unit

Please initial in the space provided, if the Contractor choses NOT to provide the additional services referenced in paragraph XIX. _____

XX. The collection rate for the collection and recycling of solid waste during each and every collection period indicated and bid upon shall include all applicable local, state, federal fees and taxes and fuel surcharges.

XXI. Upon the failure of the Contractor to comply with any of the terms or conditions of this Agreement, time being of the essence, the City may terminate this Agreement, by causing a written notice thereof to be delivered to the Contractor at the last known address thereof by certified mail, return receipt requested; and thereupon, the City shall procure the completion of the balance of this Agreement by substitute Contractor; and the Contractor shall and hereby agrees to reimburse the City for any additional cost to the City resulting therefrom; and any court costs or attorney fees involved therein.

IN WITNESSETH WHEREOF, the City of Fort Wright by and through the Mayor thereof, pursuant to a Motion of the City Council, and the Contractor, by and through its President or Authorized Representative, pursuant to a motion of the Board of Directors thereof, have subscribed their signatures to this Agreement on the 1st day of May, 2019.

CITY OF FORT WRIGHT

by: _____

Dave Hatter, Mayor

RUMPKE OF KENTUCKY, INC.

(Name of Contractor)

by: _____

William J. Rumpke, Jr.
President or Authorized Representative

William J. Rumpke, Jr., President

Printed Name of President or Authorized Representative

Fort Wright Garbage and Recycling Schedule

Neighborhood Pickup Schedule:

Old Fort Wright, South Hills Neighborhoods - Tuesdays

Includes the following streets, this is not a complete list: Kennedy, Rosa, East & West Crittenden, East & West Henry Clay, Edna, Kentucky, Lorup, Olivia, Werner, Cumberland, Basswood, Fayette, Ridgemont, Upland, Emery, St. Anthony Marcella, Kyles Lane from Dixie to and including Old Highland-1400-1600 blocks.

Lookout Heights Neighborhoods - Thursdays

Includes the following streets, this is not a complete list: Park, Redwood, Hazelwood, Birchwood, Lookout Heights, Don Martin, Fort Henry, Pickett, General, Morris, Glazier, Barrington, Vidot, St. Agnes, Dixie Highway, Amsterdam.

Monticello Heights & KY 17 Neighborhoods - Fridays

Includes the following streets, this is not a complete list: Mt. Vernon, Monticello, Beaumont, Montpelier, Ashlawn, Beacon Hill, Farrell, Fincastle, Castle Hill, Cloverfield, KY 17 & Old KY 17, Stonewell Trails, Parkside, Old Kyles, Valley, Lakeview, Electric.

Pinehurst - Edgewood Schedule, Tuesdays & Saturdays

BID FORM**

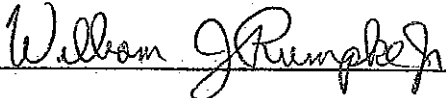
The undersigned Vendor hereby bids, offers and proposes to perform and provide to the City of Fort Wright the services and documents described in "Schedule A Garbage Collection and Recycling Specifications" attached hereto and made a part hereof by reference, for the total sum of the amount bid indicated herein, and pursuant to the terms and provisions of the Agreement attached hereto and made a part hereof by reference. This bid, offer and proposal is irrevocable until the expiration of sixty (60) consecutive calendar days after the date indicated herein; and may be accepted by the City of Fort Wright by the Mayor thereof and mailed to the undersigned Vendor, at the address indicated herein, by Certified Mail, Return Receipt Requested.

The undersigned Vendor hereby authorizes the City of Fort Wright to investigate the Vendor and inspect and copy any and all records, books of account, correspondence, or other document(s) reasonably necessary for the City of Fort Wright to determine the responsibility and ability of the Vendor to comply with the terms and provisions hereof and the Agreement attached hereto.

Amount Bid

PERIOD	RATE
July 1, 2019 - June 30, 2021	\$ <u>14.95</u> per collection unit per month
July 1, 2021 - June 30, 2023	\$ <u>16.40</u> per collection unit per month
July 1, 2023 - June 30, 2025	\$ <u>17.99</u> per collection unit per month

Complete Name of Vendor RUMPKE OF KENTUCKY, INC.

Signature of Vendor or an Authorized Representative 

Printed Name of Signator William J. Rumpke, Jr., President

Address of Vendor 3990 Generation Drive

Cincinnati, Ohio 45251

Telephone Number of Vendor (513) 851-0122

Date 4/22/19

** Residents may rent a 95-gallon trash cart for an additional \$2.50 per month directly from Rumpke.

STATE OF Ohio
COUNTY OF Butler

SUBSCRIBED AND SWORN TO before me this 25th day of April, 2019, by William J. Rumpke, Jr. as President of Rumpke of Ohio, Inc.

Gina M. Schueler
NOTARY PUBLIC



Gina M. Schueler
Notary Public, State of Ohio
My Commission Expires 1-21-2024

Commission Expires: 1/21/2024

**AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION
AND NON-CONFLICT OF INTEREST**

I hereby certify:

1. That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation (if the bidder is a corporation) having authority to sign on its behalf.
2. That the submitted bid or bids have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other Contractor, Vendor of materials, supplies, equipment or services described in the Notice to Bidders, designed to limit independent bidding or competition, as prohibited.
3. That the contents of the bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder, its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids.
4. That the bidder is legally entitled to enter into the Contract with the City of Fort Wright, Kentucky and is not in violation of any prohibited conflict of interest.
5. This offer is for sixty calendar days from the date of the bid is opened. In submitting the above, it is expressly agreed that upon proper acceptance by the Owner of any or all items bid above, a contract shall thereby be executed with respect to the items accepted.
6. That I have fully informed myself regarding and affirm the accuracy of all statements in this bid and/or proposal including the amount bid and the conditions thereof.

Sign in space below. Failure to sign invalidates bid.

Signed by: William J. Rumpke, Jr. Title: President
William J. Rumpke, Jr.
Firm: RUMPKE OF KENTUCKY, INC.

Telephone: (513) 851-0122 Fax: (513) 851-0560

Address: 3990 Generation Drive
Cincinnati, Ohio 45251

Date: 4/22/19

AGREEMENT

This Agreement is by and between the City of Fort Wright, in Kenton County, Kentucky, its successors and assigns, hereinafter referred to collectively as the "CITY"; and Rumple of KY, INC and the personal representatives, heirs, legatees, devisees, successors and assigns thereof, hereinafter referred to collectively as the "VENDOR":

WITNESSETH:

WHEREAS, the City has budgeted and appropriated certain funds for the purchase of the services described in Schedule A Garbage Collection and Recycling Specifications attached hereto and made a part hereof by reference, which shall hereinafter be referred to as Schedule A Services; and

WHEREAS, pursuant to K.R.S. Chapter 424.260, the City advertised for bids for the Schedule A Services on April 15th, 2019; and, in response thereto, received the bid of the Vendor attached hereto and made apart hereof by reference; and

WHEREAS, the attached bid of the Vendor was accepted by the City at a regular or special meeting of the legislative body thereof within sixty (60) consecutive calendar days of the date of the bid of the Vendor;

NOW, THEREFORE, the City and the Vendor hereby agree as follows:

1. Beginning on July 1, 2019, and after the execution of this agreement by the Mayor and the City Council of the City hereto and the mailing of a copy of this Agreement to the Vendor at the address of the Vendor indicated herein by Certified Mail, Return Receipt Requested, with time being of the essence, the Vendor shall cause to be performed and provided to the City, at the offices thereof in Fort Wright, Kentucky, both the services and documents described in Schedule A Garbage Collection and Recycling Services, unless agreed to in writing and in advance by the City of Fort Wright.
2. At the end of each calendar month during the term and period of this Agreement, in which the Vendor has complied with and performed all of the obligations thereof pursuant hereto, the City shall pay to the Vendor, upon receipt of a bill thereof, and the approval thereof by the City Commission, a sum equal to the per unit amount bid times the number of units collected within the aforementioned month.
3. The Vendor shall be liable to the City and responsible for all incidental and consequential damages sustained or incurred by the City as a result of any failure of the Vendor to comply with the terms and provisions of the bid of the Vendor, or this Agreement. In the event of the Vendor's default, which may require the City to bring legal action to enforce this Agreement, the Vendor shall pay to the City the reasonable

attorney's fees, and court costs, incurred by the City due to the Vendor's default and/or breach of this Agreement.

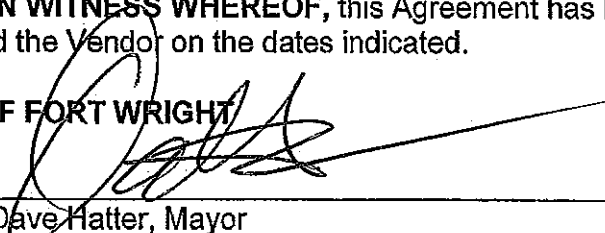
4. In the case of default by the Vendor, the City may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

5. The Vendor must comply with all federal, state, and local law requirements.

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of the City and the Vendor on the dates indicated.

CITY OF FORT WRIGHT

BY:



Dave Hatter, Mayor

Rumpke of KY, INC
Vendor

BY:



Signature of Vendor or Authorized Representative

William J. Rumpke, Jr., President

Typed Name of Signature

3990 Generation Drive

Cincinnati, OH 45251

Address of Vendor

COMMONWEALTH OF KENTUCKY
COUNTY OF KENTON

SUBSCRIBED AND SWORN TO before me by Dave Hatter, as Mayor of
the City of Fort Wright, this 15th day of May, 2019.

Jesse E. B.

NOTARY PUBLIC

Commission Expires: 5/17/2020

STATE OF OHIO
COUNTY OF HAMILTON

SUBSCRIBED AND SWORN TO, before me by William J. Rumpke, Jr
as President of Rumpke of Kentucky, Inc in this 16th day of
May, 2019.

Gina M. Schueler

NOTARY PUBLIC



Gina M. Schueler
Notary Public, State of Ohio
My Commission Expires 1-21-2024

Commission Expires: 1/21/24

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we

RUMPKE OF KENTUCKY, INC.
3990 Generation Drive
Cincinnati, Ohio 45251

as Principal, and Rumpke Consolidated Companies, Inc. a corporation organized under the laws of the State of Kentucky and duly organized to transact business in the State of Kentucky as Surety, are held and firmly bound unto

CITY OF FORT WRIGTH
409 Kyles Lane
Fort Wright, Kentucky 41011

as Obligee

in the sum of **One Hundred Thousand Dollars and Zero Cents** (\$ 100,000.00), for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 16th day of May 2019

WHEREAS, the Principal and the Obligee have entered into a written contract, hereinafter called the Contract, a copy of which is or may be attached hereto, dated the 1st day of May, 2019 for **Residential & Commercial Garbage, Trash, Debris and Recyclables Collection Services** for the period

July 1, 2019 through June 30, 2021

NOW, THEREFORE, the condition of the foregoing obligation is such that if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of the Principal's failure to complete the work in accordance with the terms of the contract, then this obligation shall be void; otherwise it shall remain in force.

PROVIDED, HOWEVER, it shall be a condition precedent to any right of recovery hereunder that, in the event of any default on the part of the Principal, a written statement of the particular facts showing the date and nature of such default shall be immediately given by the Obligee to the surety and shall be forwarded by registered mail to the Surety at its Administrative Office at 3990 Generation Drive, Cincinnati, Ohio 45251

AND PROVIDED FURTHER, that no action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within twelve months after completion of the work mentioned in said contract, whether such work be completed by the Principal, Surety or Obligee; but if there is any maintenance or guarantee period provided in the contract for which said Surety is liable, an action for maintenance may be brought within six months from the expiration of the maintenance period, but not afterwards.

By: William Rumpke
Principal

By: Ann E. [Signature]
ATTORNEY-In-Fact

The number of persons authorized by
this power of attorney is not more than
One

No. RK-0242

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Rumpke Consolidated Companies, Inc. a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking of contract of suretyship executed under this authority shall not exceed the limited state below.


Name	Address	Limit of Power
Philip E. Wehrman	CINCINNATI, OHIO	UNLIMITED

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, Rumpke Consolidated Companies, Inc. has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 16th day of May 2019

STATE OF OHIO, COUNTY OF HAMILTON-ss:

On this 16th day of May, 2019, before me personally appeared William J. Rumpke, Jr., to me known, being duly sworn, deposes and says that he resided in Cincinnati, Ohio, that he is the President of Rumpke Consolidated Companies, Inc., the Company described in and which executed the above instrument; that he knows the seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

Notary Public  Terry A. Rosen
Notary Public, State of Ohio
My Commission Expires 12-30-2023

Terry A. Rosen
Notary Public, State of Ohio
My Commission Expires 12-30-2023
Rumpke Consolidated Companies, Inc.

By: 

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Rumpke Consolidated Companies, Inc. by unanimous written consent dated December 2, 1996.

RESOLVED: That the President, the Vice President, or either of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-In-Fact to execute in behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointments at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, William J. Rumpke, Jr., President of Rumpke Consolidated Companies, Inc., do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of December 2, 1996 have not been revoked and are now in full force and effect.

Signed and sealed this 16th day of May, 2019


Signature

CONTRACT

THIS CONTRACT, made and entered into on this 25 day of May, 2022 by and between the City of Independence, Kentucky (hereinafter referred to as "City") and Rumpke of Kentucky, Inc., 3990 Generation Drive, Cincinnati, Ohio 45251, a corporation (hereinafter referred to as "Rumpke"), consists of the City's Request for Bids, Rumpke's March 30, 2022 bid and this document.

WITNESSETH:

WHEREAS, the City of Independence, Kentucky is desirous of contracting for the collection of garbage within said City, and

WHEREAS, Rumpke is in the business of the collection of garbage and recyclables and has the means and facilities to provide such services to said City.

NOW AND THEREFORE, it is agreed as follows:

Effective July 1, 2022 and continuing through June 30, 2025 Rumpke shall continue to provide on an exclusive basis solid waste and curbside recycling collection services on a weekly basis for all single-family residences and multi-family residences (with a maximum of four (4) dwelling units per building) within the City of Independence. Rumpke will provide each resident with (1) 95-gallon trash cart and (1) 65-gallon recycle cart at no additional charge. Additional carts will be made available for \$1.00 per cart per month. Residents will be limited to a total of 4 trash carts. Rumpke will invoice the residents directly on a quarterly basis at a rate of \$20.35 per month.

1. Rumpke shall provide once per week single large item pickup to all paid residential dwelling unit account holders when given 48-hour advance notice. Additional large items may be collected for an additional charge. Items that are under 75lbs will not require advance notice. Items over 75lbs will require 48-hours notice before scheduled service day.
2. Rumpke shall provide for a reasonable volume of material to be set outside of vendor provided carts during the week of Christmas each year which shall generally be limited to

the equivalent of up to six (6) 30-gallon cans or bags.

3. Rumpke shall provide for yard waste and leaf collection pickup up to four (4) times annually to occur on the same days scheduled for single large item collection.
4. Rumpke shall provide the City of Independence up to four (4) 30-yard containers each year for special events and/or cleanups, generally not to exceed a period of two (2) weeks.
5. Rumpke shall provide the City of Independence up to twenty (20) portable toilets each year in lieu of a cash donation and in exchange for annual event sponsorship.
6. Contractor will be granted a one-time adjustment to the contract price if the average price of diesel fuel (as cited by the Department of Energy's Energy Information Administration (DOE/EIA) highway diesel price index reading for the Midwest region on the last Monday of the month) exceeds five (\$5.00) dollars per gallon for a period exceeding three (3) consecutive months. Contractor will be allowed a three (3%) percent price adjustment to the contracted amount for the remainder of the fiscal year in which the price adjustment is applicable. If the price of diesel fuel remains above five (\$5.00) dollars at the start of the next contract period (fiscal year), the fuel surcharge will remain in place until such time as the average price of diesel fuel drops below five (\$5.00) dollars per gallon for three consecutive months.

In addition, Rumpke shall provide the following additional services:

- A. Rumpke will provide a 2-yard container at the City's Public Works Building to be serviced once per week at no additional charge.

- B. Rumpke will handle all calls from residents regarding suspension of service without re-directing the resident to the City of Independence.
- C. Rumpke agrees that service will not be discontinued to residents whose accounts become more than 90 days past due. Reminder letters will continue to be sent at 30 days and 60 days past due. On July 31st of each year, Rumpke will submit a list of delinquent residential accounts to the City with a balance due of at least \$100.00 at 90 days or greater. The City agrees to reimburse Rumpke for the balance due on each account upon receipt of invoice for such total balance due. The City shall then have the right to either place the fee on the resident's tax bill or place a lien on the property owner.
- D. Rumpke will provide (1) 65-gallon recycling cart (with lid) at no additional charge. Additional recycle carts will be made available for \$1.00 per month.
- E. Madison Pike, Independence Station Road, Turkeyfoot Road, Route 16 or any key thoroughfares in or out of the City will not be serviced prior to 9:00 AM.

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

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is

caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, blizzards, windstorms, high water table, unusually severe weather), fires, quarantine, labor disputes or strikes, explosion, shortage or failure in the supply of fuel, electric current or other public utility not caused by Contractor's actions, actions or decrees of governmental bodies not caused by Contractor's actions, or any other cause beyond the control of the parties (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party. Upon receipt of notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

The term of this contract shall be for three (3) years effective July 1, 2022 and continuing through June 30, 2025. This contract may be renewed for four (4) additional two-year option periods upon mutual agreement of both parties and at the rates set forth in Rumpke's March 30, 2022 bid proposal as follows:

Extension #1: July 1, 2025 through June 30, 2027: \$23.98 Per Unit Per Month

Extension #2: July 1, 2027 through June 30, 2029: \$27.91 Per Unit Per Month

Extension #3: July 1, 2029 through June 30, 2031: \$32.51 Per Unit Per Month


Extension #4: July 1, 2031 through June 30, 2033: \$37.89 Per Unit Per Month

IN WITNESS WHEREOF, the City of Independence, by its duly authorized representative, hereunto subscribes its name; and Rumpke of Kentucky, Inc., by its duly authorized representative, hereunto subscribes its name this ____ day of _____, 2022, effective as of July 1, 2022.

**CITY OF
INDEPENDENCE, KENTUCKY**

RUMPKE OF KENTUCKY, INC.


Title Chris Reinerman, Mayor


Witness

5-23-22
Date


William J. Rumpke, Jr., President


Witness

5/25/22
Date

CONTRACT FOR PROVIDING SOLID WASTE AND CURBSIDE RECYCLING
COLLECTION AND DISPOSAL SERVICES FOR THE CITY OF LAKESIDE PARK,
KENTUCKY

This agreement made and entered into on the 1st day of July, 2017, between the *CITY OF LAKESIDE PARK, KENTUCKY*, hereinafter called "*CITY*" and *BEST WAY OF INDIANA, INC.* hereinafter called "*CONTRACTOR*".

WITNESSETH

WHEREAS, CONTRACTOR submitted the best bid to *CITY*, the same having been opened and read on May 1, 2017, which bid was for the purpose of providing Solid Waste and Curbside Recycling Collection and Disposal Services within the City of Lakeside Park, Kentucky and to perform such work as may be incidental thereto.

WHEREAS, CITY has accepted said bid by Municipal Order No. 01-2017 duly passed on May 8, 2017.

NOW THEREFORE, the parties hereto agree as follows:

1. *CONTRACTOR* is hereby granted the sole and exclusive privilege and license within the territorial jurisdiction of the *CITY*, excepting, however, those commercial establishments which are presently under contract with another contractor, to collect waste and refuse within the *CITY*, furnishing all personnel, labor, equipment, trucks and other items necessary to provide the said refuse and waste collection and further to remove and dispose of same in a properly licensed and approved landfill operation outside the territorial limits of the *CITY*.

2. Should *CONTRACTOR* at any time during this contract or following the termination or expiration of same be cited civilly and/or criminally by any county, state, or Federal Authority or agency for improperly dumping or disposing of waste or refuse collected within the City limits of Lakeside Park, Kentucky under the authority of this contract *CONTRACTOR* shall hold *CITY* harmless from any and all liability resulting therefrom including reasonable attorney fees resulting in

the defense of such criminal and/or civil action.

3. *CONTRACTOR* shall perform such duties hereunder holding *CITY* harmless from any and all liability for the negligence or actions of *CONTRACTOR* and/or its agents, servants and employees resulting in damages or injuries to third parties while *CONTRACTOR* is performing its obligation under this agreement.

4. In addition to the five (5) typewritten pages of this agreement the following documents shall be made a part hereof by incorporating them by reference as if fully set forth herein:

- A. *CONTRACTOR*'s bid for refuse collection and disposal service.
- B. Municipal Order No. 01-2017 of *CITY*, being the Municipal Order which authorizes the Mayor of the City of Lakeside Park, Hon. David Jansing, to enter into this agreement.
- C. This instrument.
- D. Any addendum or changes to the foregoing documents agreed to by the parties hereto in writing.
- E. Certificate of Insurance.

5. Any and all provisions of this agreement shall be strictly adhered to by *CONTRACTOR* and no amendment to this agreement shall be made except upon the written consent signed and approved by both parties, which consent shall not be unreasonably withheld.

6. No amendment to this agreement shall be construed to release either party from any obligation of the total contract documents except as specifically provided by such amendment.

7. *CONTRACTOR* shall pick up refuse in the *CITY* on Thursday between the hours of 7:00 a.m. and 6:00 p.m. *excepting therefrom* *CONTRACTOR* shall pick up refuse from Turkeyfoot Road, Buttermilk Pike and Dixie Highway same collected no later than 7:00 a.m. *CONTRACTOR* shall furnish the necessary equipment in order to accomplish and complete said service within the specified

period of time. In no event shall *CONTRACTOR* begin to pick up refuse within the city limits before 7:00 a.m. except for the above cited state highways.

In the event Christmas Day or New Year's Day falls on a Thursday, no service will be provided on that day and *CONTRACTOR* shall provide alternate service.

8. *CONTRACTOR* shall produce and keep in full force and effect throughout the term of this agreement, all the insurance policies specified herein, as required by the contract documents or otherwise required by law of the Commonwealth of Kentucky and Federal Government including a general liability policy with limits not less than \$1,000,000.00. *CONTRACTOR* shall furnish to *CITY* a certificate of such insurance coverage, the same to be kept on file with the City Clerk during the period of this agreement.

9. *CONTRACTOR* shall pick up special large items on the first Saturday in June, each year.

10. Should it not have been clearly stated earlier herein, *CONTRACTOR* shall indemnify and hold *CITY* harmless from any and all claims, lawsuits, demands, actions, causes of action and attorney fees or liability of any kind arising from or attributable to the operations and activities of *CONTRACTOR* in connection with this contract.

11. *CONTRACTOR* shall not be held liable for the failure to perform its duties if such failure is caused by natural catastrophe, riot or government order or regulation, fire, accident, act of God or other similar contingency which is beyond the reasonable control of *CONTRACTOR* but excluding labor disruptions of *CONTRACTOR*.

12. In the event that any portion or portions of this agreement shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable law (s). The invalidity or unenforceability of any provision or portions of any contract documents herein shall not affect the validity or enforceability of any other provisions or portions of this agreement.

13. The term of this agreement will be for four (4) years from July 1, 2017 and extending through June 30, 2021 with the CITY having the option to renew for two (2) additional two (2) year terms for the period from July 1, 2021 through June 30, 2023; and the second renewal period July 1, 2023 through June 30, 2025 and July 1, 2025 through June 30, 2027. These are not automatic extensions. Contracts will be reviewed by the CITY before a decision is made to renew. Upon mutual agreement of both parties, the Contract may be extended under the same terms and conditions on the anniversary date as set forth above.

CONTRACTOR'S performance may be taken into consideration in the decision by the CITY to either continue this Contract into the two (2) year optional renewal or to terminate and re-bid this Contract.

14. Collection service, unless otherwise specified herein, shall be at the curb or alley line pickup for all residential customers. CONTRACTOR shall collect any and all refuse set at the curb or alley line for pickup including large items, whiteware, and appliances with CFC's removed and documented as such to Best Way Disposal. Whole tires, lead acid batteries and appliances containing ozone depleting compounds are excluded items.

15. For the above described services, the CITY shall pay the CONTRACTOR as shown on CONTRACTOR's bid attached hereto and made a part hereof, the same as if fully written herein as follows:

Fiscal Year July 1, 2017 to June 30, 2018 - ²⁰²¹ \$203.88 per residential unit per year - total costs based upon 961 residential units with total costs for each 12 month period of \$195,928.68

Fiscal Year July 1, 2018 to June 30, 2019 - ^{2021 - 2023} \$210.00 per residential unit per year - total costs based upon 961 residential units with total costs for each 12 month period \$201,810.00

Fiscal Year July 1, 2019 to June 30, 2020 - ^{2023 ~~2025~~ - 2027 2025} \$216.36 per residential unit per year - total costs based upon 961 residential units with total costs for each 12 month period \$207,921.96

Fiscal Year July 1, 2020 to June 30, 2021 - ^{2025 - 2027} \$222.84 per residential unit per year - total costs based upon 961 residential units with total costs for each 12 month period \$214,149.24

Payment for services rendered shall be made on a monthly basis.

16. The *CONTRACTOR* agrees to comply with all Federal, State, and local laws and regulations in the collection, removal and disposal of all such waste material.

17. In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) natural disaster, actions or decrees of governmental bodies or not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract


18. Should either party fail to abide by the terms and covenants herein, after being duly notified in writing by the non-offending party of its loss and damages including payment of reasonable attorney fees for the non-offending party.

IN WITNESS WHEREOF, the contracting parties hereto by their duly authorized agents hereto affixed, have executed this agreement on the date and year first above written.

CITY OF LAKESIDE PARK, KENTUCKY

BY: 
HON. DAVID ANSING, MAYOR

BEST WAY OF INDIANA, INC.

BY: 
BILL WISE / DIVISION MANAGER

ATTEST:

Diana Davis

**DIANA DAVIS
CITY CLERK/TREASURER**

THIS INSTRUMENT PREPARED BY:

GREG D. VOSS, ESQ. (KBA #73429)

Attorney at Law

2131 Chamber Center Drive

Ft. Mitchell, KY 41017

Telephone: (859) 647-7777

Fax: (859) 647-7799

ADDENDUM

This document serves to add the following to the contract dated June 28, 2018 between the City of Ludlow, Kentucky (the "City") and Rumpke of Kentucky, Inc. (the "Contractor").

It is hereby agreed as follows:

Effective July 1, 2022 and continuing through June 30, 2023 Rumpke shall continue to provide one (1) time per week solid waste collection and one (1) time per week curbside recycling collection for all residential units up to 4-family and small businesses within the City of Ludlow. Rumpke will continue to provide each residence with one (1) 95-gallon trash cart and one (1) 65-gallon recycling cart at no charge for use during the term of this contract extension. Additional trash or recycle carts will be available for \$3.50 each per month billed directly to the resident. All carts remain the property of Rumpke. Residents will be limited to (2) 95-gallon trash carts or (6) 32-gallon cans or bags per week. Rumpke will collect up to 3 large items one time per month the first week of the month at no additional charge. All mattresses and upholstered furniture must be wrapped and sealed in plastic prior to collection.

Rumpke will invoice the City directly on a monthly basis as follows:

July 1, 2022 – June 30, 2023: \$15.15 trash & \$4.50 recycle Per Unit Per Month

All other terms and conditions of the original contract dated June 28, 2018 shall remain unchanged.

Contractor agrees to comply with all Federal, State and local laws and regulations in the collection, removal and disposal of all such waste material. In the event that the Contractor incurs increased costs (such as, but not limited to, tipping fees, disposal fees, surcharge fees, or as a result of imposition of new governmental regulations not in effect at the time of acceptance of said contract and which regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials), then the City shall, after negotiation with Rumpke and approval by the City

Council, accept the adjustment in the unit price if it is demonstrated that the adjustment only allows for increased costs actually incurred by the Contractor.

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, blizzards, windstorms, high water table, unusually severe weather), fires, quarantine, labor disputes or strikes, explosion, shortage or failure in the supply of fuel, electric current or other public utility not caused by Contractor's actions, actions or decrees of governmental bodies not caused by Contractor's actions, or any other cause beyond the control of the parties (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party. Upon receipt of notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

The term of this contract extension shall be for one (1) year effective July 1, 2022 and continuing through June 30, 2023. This contract may be renewed for additional option periods upon mutual written agreement of both parties.

**CITY OF
LUDLOW, KENTUCKY**

Joshua C. Boone
Mayor

Scott El
Witness

5/25/22
Date

RUMPKE OF KENTUCKY, INC.

William J. Rumpke Jr
William J. Rumpke, Jr., President

Yina Schuck
Witness

5/18/22
Date

**CONTRACT FOR
RESIDENTIAL SOLID WASTE & CURBSIDE RECYCLING
COLLECTION & DISPOSAL SERVICES**

This contract is entered into this 7 day of June, 2021 by and between the **City of Park Hills, Kentucky**, hereinafter referred to as "City" and **Rumpke of Kentucky, Inc.**, hereinafter referred to as "Contractor" and consists of the following: City of Park Hills's Invitation to Bid and Bid Specifications, Rumpke's April 8, 2021 bid, and this document.

NOW AND THEREFORE, it is agreed as follows:

Effective July 1, 2021 and concluding June 30, 2022 Rumpke shall have the exclusive right to provide solid waste collection and disposal services and curbside recycling collection services within the City of Park Hills.

Rumpke will provide one (1) time per week solid waste collection and one (1) time per week curbside recycling collection on Wednesday of each week between the hours of 7:00 AM and 4:00 PM. Each residence will be provided with a 96-gallon trash cart for solid waste collection and a 65-gallon recycling cart upon request at no charge. Large and/or bulky items and yardwaste will be collected along with the regular trash at no additional charge. Rumpke will provide one special collection each year for furniture, appliances and other large items at no charge to the City on a date to be agreed upon between the City and Rumpke.

Service of the City cans located at the City Building and other locations as designated by the City will be provided at no charge.

Rumpke shall invoice the City of Park Hills on a monthly basis as follows:

July 1, 2021 to June 30, 2022:

\$17.24 Per Unit Per Month

Rumpke shall continuously maintain insurance policies providing for the following insurance protection through an insurance company authorized to do business within the Commonwealth of Kentucky, and in each case a certificate of insurance describing the coverage of each policy shall be furnished on an annual basis or as may be more frequently requested by the City:

A. WORKMENS COMPENSTATION - Workmens Compensation insurance shall be carried by Rumpke for the full statutory amounts required by the City and the Commonwealth of Kentucky. Rumpke shall file "notice of full coverage of all occupational diseases" within the Workmens Compensation Board of Kentucky.

B. GENERAL LIABILITY INSURANCE - Insurance against all risks involved in Rumpke's operation under this contract agreement will be carried in an amount of no less than \$1,000,000 for one or more persons personally injured in the one occurrence or accident and \$500,000 for property damage in any one claim.

C. AUTOMOBILE PUBLIC LIABILITY INSURANCE - Insurance against al risks caused by the maintenance, use and operation of motor vehicles by Rumpke shall be carried with the limits of no less than \$1,000,000 for one or more persons personally injured in any one claim.

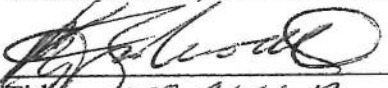
The Contractor agrees to comply with all Federal, State and local laws and regulations in the collection, removal, and disposal of all such waste material. In the event that the Contractor incurs increased costs (such as, but not limited to, tipping fees, disposal fees, composting fees, surcharge fees,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

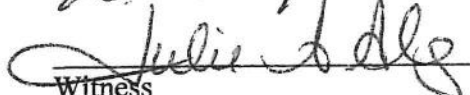
In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, blizzards, windstorms, high water table, unusually severe weather), fires, quarantine, labor disputes or strikes, explosion, shortage or failure in the supply of fuel, electric current or other public utility not caused by Contractor's actions, actions or decrees of governmental bodies not caused by Contractor's actions, or any other cause beyond the control of the parties (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party. Upon receipt of notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

The term of this contract shall be for one (1) years effective July 1, 2021 and continuing through June 30, 2022. This contract may be renewed for additional option periods upon mutual written agreement of both parties.

IN WITNESS WHEREOF, the City of Park Hills, by its duly authorized representative, hereunto subscribes its name; and Rumpke of Kentucky, Inc., by its duly authorized representative, hereunto subscribes its name this 7 day of June, 2021, effective as of July 1, 2021.

**CITY OF
PARK HILLS, KENTUCKY**

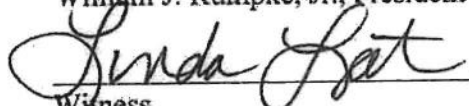

Title: MAYOR


Witness

6.7.21
Date

RUMPKE OF KENTUCKY, INC.


William J. Rumpke, Jr., President


Witness

4/21/21
Date

ADDENDUM

This document serves to add the following to the contract dated June 7, 2021 between the City of Park Hills, Kentucky (the "City") and Rumpke of Kentucky, Inc. (the "Contractor").

It is hereby agreed as follows:

Effective July 1, 2022 and continuing through June 30, 2023 Rumpke shall continue to provide one (1) time per week solid waste collection and one (1) time per week curbside recycling collection for all residential units within the City of Park Hills. Rumpke will continue to provide each residence with one (1) 95-gallon trash cart and one (1) 65-gallon recycling cart upon request at no charge for use during the term of this contract extension. All carts remain the property of Rumpke. Large and/or bulky items and yard waste will be collected along with the regular trash at no additional charge. Rumpke will provide one special collection each year for furniture, appliances and other large items at no charge to the City on a date to be agreed upon between the City and Rumpke.

Rumpke will invoice the City directly on a monthly basis as follows:

July 1, 2022 – June 30, 2023 \$15.25 trash & \$4.50 recycle Per Unit Per Month

Service of City cans located at the City Building and other locations as designated by the City will be provided at no charge.

All other terms and conditions of the original contract dated June 7, 2021 shall remain unchanged.

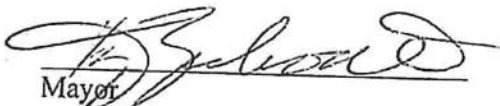
Contractor agrees to comply with all Federal, State and local laws and regulations in the collection, removal and disposal of all such waste material. In the event that the Contractor incurs increased costs (such as, but not limited to, tipping fees, disposal fees, surcharge fees, or as a result of imposition of new governmental regulations not in effect at the time of acceptance of said contract and which regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such

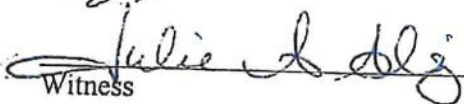
materials), then the City shall, after negotiation with Rumpke and approval by the City Council, accept the adjustment in the unit price if it is demonstrated that the adjustment only allows for increased costs actually incurred by the Contractor.

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, blizzards, windstorms, high water table, unusually severe weather), fires, quarantine, labor disputes or strikes, explosion, shortage or failure in the supply of fuel, electric current or other public utility not caused by Contractor's actions, actions or decrees of governmental bodies not caused by Contractor's actions, or any other cause beyond the control of the parties (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party. Upon receipt of notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

The term of this contract extension shall be for one (1) year effective July 1, 2022 and continuing through June 30, 2023. This contract may be renewed for additional option periods upon mutual written agreement of both parties.


**CITY OF
PARK HILLS, KENTUCKY**


Mayor


Witness

June 7, 22
Date

RUMPKE OF KENTUCKY, INC.


William J. Rumpke, Jr., President


Witness

6/3/22
Date

ADDENDUM

This document serves to add the following to the contract dated January 1, 2012 between the City of Silver Grove, Kentucky and Rumpke of Kentucky, Inc.

It is hereby agreed as follows:

Effective January 1, 2021 and continuing through December 31, 2022 Rumpke will continue to provide one (1) time per week solid waste collection of up to six (6) 30-gallon trash receptacles per week for all residential units within the City of Silver Grove. The required containers and service will be provided at the Silver Grove Fire Department, Maintenance Building and City Building at no additional charge. Rumpke will invoice the City monthly based on 339 units, with any additional units added at the same monthly unit rate, as follows:

January 1, 2021 to December 31, 2021:	\$16.23 Per Unit Per Month
January 1, 2022 to December 31, 2022:	\$16.72 Per Unit Per Month

In addition, the City's monthly invoice will continue to reflect a regulatory charge of \$68.25 per month covering the State of Kentucky Environmental Remediation Fee.

All other terms and conditions of the original contract dated January 1, 2012 shall remain unchanged.

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

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, blizzards, windstorms, high water table, unusually severe weather), fires, quarantine, labor disputes or strikes, explosion, shortage or failure in the supply of fuel, electric current or other public utility not caused by Contractor's actions, actions or decrees of governmental bodies not caused by Contractor's actions, or any other cause beyond the control of the parties (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party. Upon receipt of notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

The term of this contract extension shall be for two years effective January 1, 2021 and continuing through December 31, 2022. This contract may be renewed for additional option periods upon mutual written agreement of both parties.



**CITY OF
SILVER GROVE, KENTUCKY**


Title: Jay Pell (Treasurer)

Witness: Ronald Sandford (City Clerk)

12/17/2020
Date

RUMPKE OF KENTUCKY, INC.


William J. Rumpke, Jr., President

Witness: Anna Schueler

12/13/20
Date

**AGREEMENT BETWEEN THE
CITY OF SOUTHGATE, KENTUCKY AND
RUMPKE OF KENTUCKY, INC.
FOR SOLID WASTE COLLECTION AND
RECYCLING SERVICES**

Whereas, the City of Southgate, Kentucky issued a Request for Bids soliciting bids for solid waste collection, recycling services, and related services within the corporate boundaries of the City of Southgate, Kentucky; and

Whereas, Rumpke of Kentucky, Inc. submitted a bid proposal, and the City of Southgate, Kentucky desires to accept Rumpke of Kentucky, Inc.'s proposal as the lowest and best bid, thereby authorizing a contract with Rumpke of Kentucky, Inc.

SECTION ONE

1. SCOPE OF AGREEMENT

1.1. Rumpke of Kentucky, Inc. ("**Contractor**") shall, for the City of Southgate, Kentucky ("**City**"), collect and dispose of residential solid waste and provide recycling services to the residents therein under the terms set forth in this Agreement, hereinafter referred to as "the Agreement."

1.2. Contractor shall collect, or cause to be collected all collectible solid waste material and all separately collectible recyclables, which have been placed for collection from each designated collection unit before the arrival of the Contractor.

1.2.1. "Solid waste" means all trash or rubbish ordinarily produced by a family at a private residence, including single and multiple family dwellings, and similar general municipal wastes generated in offices, restaurants, hospitals, retail establishments, and similar wastes from businesses and industry. Solid waste includes yardwaste and bulk waste.

1.3. The City shall provide Contractor with a schedule of streets and residential unit addresses from which the collection of waste and recyclable materials will occur during the term of this Agreement ("Collection Schedule"). The City reserves the right to revise the Collection Schedule from time to time.

1.3.1. The Collection Schedule shall provide for the collection of all solid waste material from each residential collection once per week, for all 52 weeks per year, up to the equivalent of one (1) 95-gallon container for each residential unit.

1.3.2. Contractor will collect solid waste in containers provided by Contractor and unenclosed materials no more than five (5) feet in length, 18 inches in diameter, and less than seventy five (75) pounds. Limbs and brush shall be bundled and placed in length no greater than five (5) feet in length.

1.3.3. The Collection Schedule shall provide for the collection of separately collectible recyclables from each residential collection unit once per week.

1.3.4. The Collection Schedule shall provide for the collection of recyclable and all other solid waste material on Tuesday of each week for all City residential collections, unless otherwise agreed by the parties.

1.3.5. The Collection Schedule shall not provide for the collection of any recyclable or any other solid waste material on a Sunday during any period.

1.3.6. The Collection Schedule shall not provide for the collection of any recyclables or any other solid waste material on either Christmas or New Year's Day, if such days fall on a normally collected day of the week. Make ups for holidays shall be on the next day, excluding Sunday.

1.4. Contractor shall provide the City with maps and schedules of collection routes, and keep such information current at all times.

1.5. Contractor shall check each collection day with City personnel at the conclusion of the route for missed pickups, complaints, etc. Any missed pickups or complaints shall be addressed within 24 hours.

1.6. Contractor shall collect all recyclables and other solid waste material between the hours of 7:00 am and 6:00 pm local time by the use of motor vehicles with enclosed cargo space and backup signals. Such vehicles shall conform to all provisions and requirements of all laws, statutes, ordinances, and regulations of any governmental agency having jurisdiction. Vehicles shall not be backed out of streets providing a radius greater than 110 feet.

1.7. Contractor shall provide for weekly collection of large items, such as water heaters and furniture, from all single family and multi-family residential dwelling units utilizing normal residential-type can service. The cost of this service shall be included in the per unit rate established.

1.8. Contractor shall remove all recyclable material and other garbage from the containers in which it is placed for collection in such a manner that no portion is left in the container or lying on the ground. Additionally, the empty cart will be placed in such a manner that it will not be bent, dented, cracked, split, crushed or otherwise damaged. Dropping or slinging an empty can after disposal shall be prohibited.

1.9. Contractor shall be responsible for the timely clean-up of any leaks from a collection truck, upon notification by the City. Repeated staining of City streets due to leaking trucks will subject the Contractor to potential default of the Agreement.

1.10. Contractor shall supply, at no additional charge beyond the base price, a standard 95 gallon wheeled cart at the outset of the Agreement period to each residential unit. Customers may opt for a smaller, 65 or 35 gallon trash cart at the outset of the Agreement period. The City shall supply a list of customers requesting the smaller size cart within 30 days of the Agreement beginning date, or as it is requested by customers. After the initial rollout of the carts, residents may request a change in their container size, but residents shall be responsible for paying any costs associated with the change. All trash carts shall remain the property of Rumpke.

1.10.1. Contractor shall pick up refuse that is not contained in the supplied trash cart, as long as it meets the required size and weight restrictions noted above.

1.11. Contractor shall provide each residential unit with a clearly marked 65 gallon recycling cart for individual use. This cart shall be provided at no additional cost beyond the base price. Customers may request a smaller 35 gallon recycling cart within 30 days of the Agreement beginning date. After the initial rollout of the recycling carts, residents may request a change in their container size, but residents shall be responsible for paying any costs associated with the change. All recycle carts shall remain the property of Rumpke.

1.12. Contractor will provide no more than one replacement cart during the Agreement period if damaged or stolen.

1.13. Recyclables (further designated in KRS 109.012) are defined as all glass, aluminum, metal and bi-metal cans, jars, bottles, or other containers with the labels 1-7; newsprint; white paper; corrugated cardboard; phone books; and magazines.

1.14. Contractor shall make every reasonable attempt to ensure that all recyclables collected will be recycled and not placed in a landfill. If a load of recycled materials is

rejected by a recycler, Contractor may dispose of the rejected recyclables in a landfill. Any recyclable materials that must be deposited in a landfill shall be recorded and a quarterly report issued to the City denoting the weight and volume of materials dumped in the landfill. The report shall also list the total tonnage of recyclables collected.

1.15. Contractor shall provide written notice to each residential customer via U.S. mail at the outset of the Agreement explaining the Contractor's recycling procedures (what is accepted, etc.), along with Contractor's telephone and email contact information.

1.16. Contractor shall provide, at no cost to the City, up to two (2) 6 yard roll-off dumpsters to be located at the Southgate City Garage, 260 W. Walnut Street, Southgate, KY 41071, and the Southgate Community Center, 301 W. Walnut St., Southgate, KY 41071 with regularly weekly pickup. Additional dumpster service will be provided to the City at the same rate as noted in the business dumpster rates included in the Contractor's Bid Proposal Form, attached as Exhibit A, or as otherwise agreed by the parties.

1.17. Contractor shall provide, at no cost to the City, solid waste and recycling pickup services and up to four (4) waste toters and four (4) recycling toters at the City Building, located at 122 Electric Avenue, Southgate, KY 41071, on the same schedule as other residential collection in the City. Contractor shall also provide thirteen (13) solid waste toters to the City at the Community Center Park, one (1) solid waste toter at the Southgate School Park, and collection service at 301 W. Walnut St. at no additional cost to the City.

1.18. Contractor shall provide, two (2) times per year at no cost to the City, one (1) 20-yard dumpster for five (5) consecutive days, of each year of the Agreement period, for the collection of waste from street sweeping activities and spring/fall cleanup events.

1.19. Contractor shall make dumpsters available to businesses and multi-family apartment complexes not included in the Collection Schedule at the option of the business or apartment complex. Businesses and apartment complexes shall be billed at the business rates specified in Contractor's Bid Proposal Form, attached as Exhibit A. Contractor shall bill any such costs directly to the business or apartment complex.

1.20. Contractor shall contract separately with businesses currently receiving business curbside pickup and all future businesses desiring curbside pickup. All such contracts shall be for the same time period covered by this Agreement.

1.21. Contractor shall provide the services contained in the Agreement at the same rates for any declared natural disaster. If additional dumpsters, pickups, or services are required, these services shall be billed to the City at the fees stated in this Agreement.

1.22. Contractor shall provide corrugated cardboard boxes or similar type disposable boxes with liners to serve as trash cans to assist in the collection and appropriate disposal of trash at various City-sponsored community/recreational events. The City may request a quantity of disposable boxes, not to exceed 100, for each fiscal year of the Agreement period.

1.23. Contractor shall provide the City with portable restrooms with hand sanitizer, up to 12 per fiscal year, upon request, at the rates provided in Contractor's Bid Proposal Form, attached as Exhibit A.

1.24. Contractor shall provide hand sanitizer stands, up to 2 per fiscal year, upon request, at the rates provided Contractor's Bid Proposal Form, attached as Exhibit A.

1.25. Contractor shall bear full responsibility and cost for producing and distributing, to each residential customer, at the beginning of the Agreement period

information regarding schedules, routes, service complaints, special pickups and services, and recyclable requirements. Additional copies of this material shall be provided to the City to be kept at the City building for distribution to new residents and placement on social media outlets. Contractor shall be responsible for notifying the City if circumstances such as weather, etc. may affect regularly scheduled collection times or days. This may be done by local news broadcast, electronically (website, email alert systems), telephonically, or via verbal/written notice.

SECTION TWO

2. TERM OF AGREEMENT AND COMPENSATION

2.1. The term of this Agreement shall be for five (5) years beginning July 1, 2016 and ending on June 30, 2021.

2.2. This Agreement may be renewed for two (2) additional years for the period July 1, 2021 through June 30, 2023 upon mutual written agreement of both parties at least 30 days prior to the expiration of the then-current term. If the renewal option is exercised, the parties shall then have the option to renew for two (2) additional years for the period July 1, 2023 through June 30, 2025 upon mutual written agreement of both parties at least 30 days prior to the expiration of the then-current term.

2.3. Rates for all services shall be consistent with the Contractor's Bid Proposal Form, attached as Exhibit A. Per unit prices shall be as stated in Alternative A1, with applicable renewal period increases.

2.4. Contractor shall invoice the City at the conclusion of each month during the term of the Agreement, at a sum equal to one-twelfth (1/12) of the total collection cost for the year.

2.5. Contractor shall be granted a one-time adjustment to the rates herein if the average price of diesel fuel (as cited by AAA's Daily Fuel Gauge Report) exceeds five dollars (\$5.00) per gallon for a period exceeding three (3) consecutive months. Contractor will be allowed a three percent (3%) price adjustment to the contracted amount for the remainder of the fiscal year in which the price adjustment is applicable. If the price of diesel fuel remains above five dollars (\$5.00) at the start of the next fiscal year, the fuel surcharge will remain in place until such time as the average price of diesel fuel drops below five dollars (\$5.00) per gallon for three (3) consecutive months.

2.6. The City will negotiate with Contractor in the event that an unanticipated increase in base costs occurs during the course of the Agreement as a result of the imposition of new or increased governmental regulations not in effect at the time of the Agreement.

SECTION THREE

3. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

3.1. Contractor, at its sole cost, shall obtain all licenses and permits as required by either state, federal, or city laws or regulations before commencing any work under this Agreement, including, but not limited to, an Occupational License to do business in the City of Southgate.

3.2. The rights of the parties herein and the duties set forth herein inure only to the benefit of and are binding upon only the parties to this Agreement, Contractor and the City. This is an independent contractor relationship and the parties are not engaged in a joint venture. Neither this Agreement nor any provisions hereof shall be deemed or construed to create any rights in any third-party beneficiary, intended or unintended. Nor

does this Agreement confer upon any third-party any benefit, right, claim, or cause of action by reason of the performance or non-performance of either of the parties to this Agreement.

3.3. Neither party to this Agreement waives any claims or defenses accorded to them under the doctrines of absolute immunity, governmental immunity, statutory immunity, or any other immunity from claims of third parties under state or federal law.

3.4. Neither party may assign or transfer any rights, duties, or claims arising under this Agreement without first securing the written permission of the other party.

3.5. Any and all amendments to this Agreement shall be in writing, executed by both parties, and appended to this Agreement as an amendment.

3.6. Attached hereto, and incorporated by reference as if fully set forth herein, is the following Exhibit, which is expressly made part of this Agreement. However, to the extent the terms of this Agreement conflict with the terms of Exhibit A, this Agreement shall control.

Exhibit A: Bid Proposal Form submitted by Contractor.

3.7. This Agreement, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, by affixing their hands hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement.

3.8. All notices pursuant to this Agreement shall be sent via U.S. mail to the following addresses:

For City: **Brandi Barton, City Clerk
City of Southgate
122 Electric Avenue
Southgate, KY 41071**

For Contractor: **William J. Rumpke, Jr.
10795 Hughes Road
Cincinnati, OH 45251**

3.9. This Agreement shall be construed according to the laws of the Commonwealth of Kentucky, and venue to enforce any term or provision in this Agreement shall lie in the Campbell Circuit Court.

3.10. This Agreement is severable. To the extent that any provision or term is determined by a court of law to be unenforceable or otherwise invalid, then said provision(s) or term(s) shall be severed from the Agreement and all remaining terms, provisions, and conditions shall remain in full force and effect.

3.11. Either party may terminate this Agreement upon the occurrence (i) of a material breach by the other party or (ii) by mutual agreement executed in writing by both parties. In the event of a termination of the Agreement, the party seeking termination of the Agreement shall provide sixty (60) days' written notice of the termination, citing reasons for termination, unless the parties, by mutual agreement, waive the notice requirements, at which point the termination will become effective immediately. A party's failure to perform any of its duties or obligations as set forth in this Agreement shall constitute a material breach of this Agreement. In the event legal action is taken by either

party to enforce the terms of this Agreement, each party shall bear its own costs and attorney fees.

SECTION FOUR

4. INSURANCE REQUIREMENTS AND INDEMNIFICATION

4.1. Contractor shall at all times during the duration of the Agreement maintain Workers' Compensation Insurance, General Liability Insurance, Bodily Injury Liability Insurance, Automobile Liability Insurance, Property Damage Liability Insurance and Excess Umbrella Coverage. All insurance shall be provided by insurance providers acceptable to the City having a Best Rating of not less than "A-" (or equivalent rating) and in amounts acceptable to the City as outlined below. The City shall be notified not less than thirty (30) days in advance of cancellation or alteration of such coverage by the insurance provider. The minimum limits of coverage shall be as follows:

Workers' Compensation	Statutory Requirements
General Liability	\$1,000,000 per occurrence \$5,000,000 aggregate
Bodily Injury Liability	\$1,000,000 per occurrence \$5,000,000 aggregate
Automobile Liability	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
Excess Umbrella Coverage	\$2,000,000

4.2 Contractor shall agree to indemnify, defend, and hold harmless the City, its agents, elected officials, representative, and employees from and against all claims, demands, damages, losses, liability, and expenses, consequential damages of any kind or

nature, including attorneys' fees arising from the execution of Contractor's work performance or failure to perform under the terms of this Agreement, except for those claims which arise from the sole negligence or willful misconduct of the City.

SECTION FIVE

5. PERFORMANCE STANDARDS

5.1. The City enters into this Agreement with Contractor conditioned upon Contractor abiding by the following performance standards.

5.2. Collection of residential solid waste and recycling materials by Contractor shall be both exclusive and mandatory in all areas of the City served by Contractor.

5.3. Contractor shall furnish, at Contractor's sole cost and expense, adequate vehicles for the hauling of the City's solid waste and shall keep said vehicles clean, sanitary, and in good running order.

5.3.1. Each vehicle shall meet state, county, and local motor vehicle safety and health and sanitation regulations and shall be operated at all times by licensed operators.

5.3.2. Contractor shall use all metal water-tight, completely enclosed truck and/or container units that are designed and manufactured for the collection of garbage and refuse and are capable of servicing residential and accounts. The number and type of collection vehicles furnished shall be sufficient for the collection of all garbage refuse and other waste within the area to be served and Contractor shall keep and maintain all equipment in good working order so as to minimize interruption or delay in pick up schedules resulting from equipment breakdown. If there is any doubt by Contractor

whether the equipment is satisfactory, the equipment shall be removed from service for repairs.

5.3.3. Collection vehicles shall be painted and numbered and shall have Contractor's name and number of the vehicle painted in letters of a contrasting color at least five inches (5") high on each side of each vehicle and the number painted on the rear of the vehicle. No advertising shall be permitted other than the name of the Contractor.

5.3.4. All collection vehicles shall be steamed clean or "pressure washed" inside and out at least once per month. There shall be no evidence of significant rust or other degradation of the vehicles that are servicing the City. Vehicle paint and exterior shall be kept in good condition at all times. When the City notifies Contractor of poorly maintained vehicles, Contractor shall clean, paint, or otherwise bring the vehicle/equipment into appropriate condition within ten (10) days of the City's notification. Repeated failure to properly maintain vehicles shall result in a material breach of the Agreement.

5.3.5. If lubricating or hydraulic fluids or any fluids from the vehicles or equipment are noticed to be leaking during operations, the operation shall cease until such conditions are corrected. Vehicles shall not use air brakes inside the City.

5.3.6. Contractor's vehicles and equipment shall meet all FHWA, OSHA, and other applicable requirements, including backup warning devices, cameras, and other commonly accepted/required safety features.

5.4. Contractor shall leave all alleys, streets, paths and sidewalks in clean, sanitary condition, and shall not permit any material to be dropped from collection vehicles in or upon any public ways of the City. Contractor's employees shall clean up any solid

waste materials that fall to the ground during collection. If given notice of refuse or waste left on private property or streets by the City, Contractor shall remove said refuse or waste within twenty-four (24) hours.

5.5. Waste or refuse left purposely by Contractor shall be tagged to indicate why it was not picked up and shall not be considered a missed collection. Reasons for not collecting materials may include hazardous materials, materials too large for collection, or weight of the refuse.

5.6. Contractor shall follow all City traffic safety procedures, adhere to posted speed limits and exercise extreme care while operating around schools and other congested areas.

5.7. Disposal of all waste materials shall be performed through the use of licensed vehicles and operators, and is to be disposed of only in licensed Commonwealth of Kentucky landfills during the course of this Agreement.

5.8. All waste and recycle carts shall be industrial grade, wheeled containers. Each cart must have a permanently attached lid, and be designed to easily fit through gates and doors. A trash or recycle cart that experiences three or more failure (i.e. lids, wheels, etc) within an eighteen (18) month period shall be replaced with a new cart by Contractor.

5.9. Contractor shall provide a high level of customer service. All employees and agents are expected to conduct themselves in a professional manner and present a positive appearance. At all times, Contractor and its employees shall be courteous and shall not use profane language, nor be loud or boisterous, and shall follow the regular walkway for pedestrians while on private property and while returning to the street or alley after delivering the recycling bins and empty cans and replacing covers.

5.10. All Contractor employees shall be skilled in the performance of the work, wear uniforms that clearly identify the person as an employee of Contractor, and be neat and clean in appearance.

5.11. All collections shall be curbside of the residence and collections shall be made directly from the supplied containers or similarly designated receptacles. Contractor's employees shall return garbage, rubbish and refuse containers, dumpsters and recycling containers to approximately the location where they were found, with lids closed.

SECTION SIX


6. PENALTIES

6.1. If Contractor fails to collect residential waste or recyclable material from any designated unit within the City, at the times and days indicated in the Agreement, Contractor shall have deducted from its monthly payment an amount equal the individual residential monthly rate per pickup.

6.2. The City reserves the right to cancel this Agreement upon failure of Contractor to perform those services in accordance with this Agreement and bid specifications. The City shall provide written notice of Agreement violations, and the City shall give sixty (60) days' written notice of cancellation, citing the reasons for termination based on the failure to provide services stated in the Agreement.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, THE PARTIES AFFIX THEIR SIGNATURES:

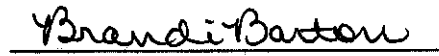


Jim Hamberg, Mayor
City of Southgate, Kentucky




Date

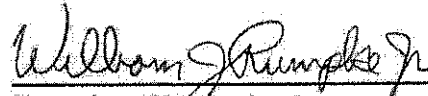
Witnessed by:




Signature



Date



Rumpke of Kentucky, Inc.
By: William J. Rumpke, Jr.
Its: President

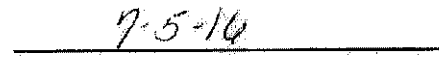


Date

Witnessed by:



Signature



Date

Alternative A: Per Unit price **WITH** Toters/Carts as defined in bid specifications**

	TYPE	Occurrence	Per Unit Monthly	Per Unit Annual
A1	Solid Waste	1 Per Week	\$ 12.10	\$ 145.20
	Recycle	1 Per Week	\$ 3.85	\$ 46.20
			<u>\$ 15.95 mo</u>	<u>\$ 191.40 yr</u>
A2	Solid Waste	2 Per Week	\$ NO BID	\$ NO BID
	Recycle	1 Per Week	\$ NO BID	\$ NO BID
A3	Solid Waste	1 Per Week	\$ 12.10	\$ 145.20
	Recycle	NO Option	\$ ---	\$ ---

A1
clean

Alternative B: Per Unit price **WITHOUT** Toters/Carts as defined in bid specifications**

	TYPE	Occurrence	Per Unit Monthly	Per Unit Annual
B1.	Solid Waste	1 Per Week	\$ 11.69	\$ 140.28
	Recycle	1 Per Week	\$ 2.75	\$ 33.00
B2.	Solid Waste	2 Per Week	\$ NO BID	\$ NO BID
	Recycle	1 Per Week	\$ NO BID	\$ NO BID
B3.	Solid Waste	1 Per Week	\$ 11.69	\$ 140.28
	Recycle	NO Option	\$ ---	\$ ---

✓ Contract Renewal Period – July 1, 2021 to June 30, 2023 Percentage Increase 5 % *200.97*

Contract Renewal Period – July 1, 2023 to June 30, 2025 Percentage Increase 5 %

**See Attachment #1 – Bid Clarifications

CITY OF TAYLOR MILL

SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT

This Solid Waste Collection and Disposal Agreement (the "Agreement") is by and between the City of Taylor Mill, Kentucky, a city of the home rule class in Kenton County, Ky. ("City"), and Republic Services of Ohio Hauling, LLC, a Delaware limited liability company qualified to and actually doing business in the Commonwealth of Kentucky ("Company").

RECITALS

WHEREAS, the City wants a municipal solid waste collector to provide the municipal solid waste collection services described herein; and Republic desires to provide such services in conformity with the terms and provisions of this Agreement;

NOW, THEREFORE, in consideration of the promises and the mutual and reciprocal covenants included in this Agreement, the City and Republic hereby agree as follows:

TERMS AND CONDITIONS

Section 1.0 Definitions

1.1 **Bulky Waste** – Stoves, refrigerators (with all CFC and other refrigerants removed), water tanks, washing machines, furniture and other similar items with weights and/or volumes greater than those allowed for the waste container supplied.

1.2 **Bundle** – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding three (3) feet in length or seventy-five (75) lbs. in weight.

1.3 **Collection Location** – Those locations in the City identified for collection services in the Collection Schedule.

1.4 **Collection Schedule** – A continuously updated schedule prepared by and provided to Republic by the City in which the streets in the City and the Collection Locations thereon and the days of the week from which the Republic shall collect Municipal Solid Waste therefrom; provided that no collections shall be scheduled for any Sunday. Additionally no collections shall be scheduled for the 25th day of December or the first day of January in any year; and the collections normally scheduled for those days shall be scheduled for the next day that is not a Sunday.

1.5 **Construction Debris** – Excess building materials resulting from construction, remodeling, repair or demolition operations.

1.6 Excluded Waste – Excluded Waste consists of Special Waste, Hazardous Waste, and any other material not expressly included within the scope of this Agreement including, but not limited to, any material that is hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by Applicable Law or any otherwise regulated waste.

1.7 Hazardous Waste – Any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other Applicable Law.

1.8 Municipal Facilities – Those specific municipal premises as set forth on Exhibit A-1 of this Agreement, if any.

1.9 Municipal Solid Waste (or “MSW”) – Useless, unwanted and discarded nonhazardous materials (trash or garbage) with insufficient liquid content to be free-flowing that result from residential, governmental and community operations. Municipal Solid Waste includes Bulky Waste, Construction Debris and Yard Waste, but does not include any Excluded Waste.

1.10 Recyclables – That Municipal Solid Waste that may be treated or processed so as to make it suitable for reuse and sale in the commodity market, including, without limitation:

- Aluminum food and beverage containers – aluminum soda and beer cans, cat food cans, etc.
- Ferrous Cans – soup, coffee cans, etc.
- P.E.T. plastic containers with the symbol #1 – no microwave trays
- H.D.P.E. natural plastic containers with the symbol #2 – milk jugs and water jugs containers only (narrow neck containers)
- H.D.P.E. pigmented plastic containers with the symbol #2 – detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs
- Polypropylene plastic food and beverage containers symbol #5 – yogurt containers
- Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular
- Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
- Kraft Paper Bags
- Old Corrugated Containers (OCC) – no was coated
- Magazines (OMG) – Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books

- Aseptic Cartons – Juice boxes, gable top milk and juice containers, soy milk and soup cartons
- Glass food and beverage containers – Flint (clear), Amber (brown), Emerald (green)

but excluding:

- Yard Waste
- Styrofoam
- Pizza Boxes, unless free of *any* food or grease residue
- Food
- Any liquids
- Diapers
- Clothing/textiles
- Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
- Plastic containers with #3, #4, or #7 on them or no #at all
- Mirrors, window or auto glass, light bulbs, ceramics
- Oil or antifreeze containers
- Coat hangers
- Paint cans
- Medical Waste/Sharps
- Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material

1.11 Residential Unit – A dwelling where a person or group of people live. For purposes of this Agreement, each unit in a multi-family dwelling (condominium, apartment or other grouped housing structure) shall be treated as a separate Residential Unit and a Residential Unit shall be deemed occupied when either water or power services are being supplied thereto..

1.1.2 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to (a) waste generated by an industrial process or a pollution control process; (b) waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals; (c) waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”); (d) waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes; (e) waste which may contain free liquids and requires

liquid waste solidification; (f) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA; (g) asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law; (h) waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA); (i) waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and (j) Municipal Solid Waste that may have come into contact with any of the foregoing.

1.13 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks.

Section 2.0 Effective Period

This Agreement shall be effective during the period of time after midnight on June 30, 2020 and before midnight on June 30, 2024 unless terminated earlier as provided in this Agreement or by operation of law; provided that this Agreement may be extended for an additional year upon terms mutually agreeable to both the City and Company.

Section 3.0 Obligations of Republic

3.1 Before or within a reasonable time after this Agreement becomes effective, Republic shall:

3.1.1 Occupational Licenses

Obtain occupational licenses from the City and Kenton County for the conduct of the business of the Republic provided by this Agreement.

3.1.2 Carts

Provide to each Collection Location and the City Building and all other buildings owned, leased or used by the City, all as identified in the Schedule of Collections both a 95 gallon wheeled cart for the storage of Municipal Solid Waste between the weekly collections thereof and a 65 gallon cart clearly marked for the storage of recyclables between the weekly collections thereof.

3.1.3 Mail

Mail by First Class U.S. Mail, postage prepaid, an explanation of Republic’s recycling procedures with telephone and email contact information.

3.2 While this Agreement is effective, Republic shall provide to the City at no additional cost therefor:

3.2.1 Dumpsters

Two (2) 7 to 20 cubic yard roll-off dumpsters at locations specified by the City for weekly collections of Municipal Solid Waste by Republic therefrom; and one (1) 20 yard dumpster for 3 consecutive days 3 times a year at locations specified by the City for the collection of Municipal Solid Waste by Republic from special events, street sweeping activities or other events sponsored by the City.

3.2.2 Boxes

Up to 100 corrugated cardboard boxes or similar type disposable boxes with liners at the times and locations specified by the City to serve as receptacles for the collection and appropriate disposal of Municipal Solid Waste generated at various events sponsored by the City.

3.3 Collection and Disposal of Recyclables and Municipal Solid Waste

While this Agreement is effective, Republic shall:

3.3.1 Municipal Solid Waste Other Than Recyclables

Collect and dispose of all Municipal Solid Waste that is not recyclable from Collection Locations in the city that is placed for collection between the street pavement and right-of-way line of the street upon which that Collection Location is located before the arrival of the agents or employees of the Republic between 7:00 A.M. and 6:00 P.M. on the day identified in the Collection Schedule and either:

(a) enclosed within either a cart provided by the Republic or any other container provided by the resident and weighing no more than 75 pounds; or

(b) unenclosed provided that such unenclosed solid waste material is in bundles no longer than 5 feet in length and no more than 75 pounds in weight.

3.3.2 Recyclables

3.3.2.1 Collect Recyclables separately from other Municipal Solid Waste but at the same time and place as the collection of the Municipal Solid Waste from that Collection Location

3.3.2.2 Keep all Recyclables collected separate from other Municipal Solid Waste; and make every reasonable attempt to ensure that all Recyclables collected are recycled and not placed in a landfill.

3.3.2.3 Recyclables that are not capable of successful processing and sale on the commodity market may be placed in a landfill; but the Republic shall keep a record thereof and include in the quarterly report to the City hereinafter required by this Agreement an identification the total tonnage of recyclables collected during the quarter and the weight and volume of those recyclables placed in a landfill.

3.3.3 Motor Vehicles

Use for the collection of Municipal Solid Waste and Recyclables only the kind of those motor vehicles identified in the bid of the Republic, which shall always have enclosed cargo spaces and back up signals and be in conformity with all applicable laws; provided, however, that such vehicles shall not be backed out of streets with a radius greater than one hundred ten (110) feet.

3.3.4 Extent of Removal

Remove all Municipal Solid Waste and Recyclables from the containers in which it is placed for collection in such a manner that no portion thereof is left in the container or lying on the ground.

3.3.5 Return of Empty Containers

Return empty containers to the location at which they placed for collection in such a manner that they will not block any driveway or be bent, dented, cracked, split, crushed or otherwise damaged, without any dropping or slinging of the empty cart, container or receptacle, which is prohibited.

3.3.6 Leakage and Spillage

Remove and keep the City streets clean and free from the leakage and spillage of liquid and solid waste material from the trucks of Republic used in the collection process. Repeated staining of City streets due to leaking trucks is prohibited.

3.3.7 Missed Collections and Complaints

After Republic is finished with collections each day, Republic shall communicate with the office of the City Clerk for any reports of missed collections or other complaints, all of which shall be addressed and resolved by the Republic within 24 hours thereafter.

3.4 Other Obligations of Republic:

3.4.1 FEMA

Republic shall provide the collection services described herein during natural disasters declared by FEMA; and any additional dumpsters, collections or services required by such natural disaster shall be provided by the Republic and paid for by the City at the rates established herein.

3.4.2 Agents and Employees of Republic

The collection services provided by Republic to the City pursuant to this Agreement shall be provided through agents or employees thereof who are in uniforms with the name "Republic" thereon and who conduct themselves in a professional manner, present a positive appearance and provide a high level of service.

3.4.3 Quarterly Reports to City

Republic shall provide a comprehensive written report to the City within twenty-five (25) days after the end of the months of September, December, March and June each year identifying in detail the following information for collections during the immediately preceding calendar quarter: (a) total collection tonnage, (b) number of Collection Locations serviced, (c) number of collections of Bulky Waste (water heaters, mattresses, furniture etc.), tonnage of recyclable materials collected and the weight and volume of those recyclables placed in a landfill, (d) resident participation rates; and (e) the total number of complaints received, with a description of each complaint and the resolution thereof

3.4.4 Insurance

While this Agreement is effective, Republic shall always be insured against liability for the following risks in the following minimum amounts through insurance companies with a Best rating of no less than "A+" (or equivalent) licensed to do business in the Commonwealth of Kentucky and approved by the City:

<u>Risk</u>	<u>Limits</u>
Workers Compensation	Statutory
General Liability	\$1,000,000 per person \$5,000,000 per occurrence
Bodily Injury Liability	\$1,000,000 per person \$5,000,000 per occurrence

Automobile Liability	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
Excess Umbrella Insurance	\$2,000,000
(In lieu of providing excess umbrella coverage, the Republic may choose to provide comparably adjusted occurrence and aggregate limits)	

3.4.5 Indemnification

Republic shall indemnify, defend and hold harmless the City and their agents, employees, officers, and other representatives from and against all claims, demands, damages, losses, liability, expenses of any kind and nature, including, without limitation, court costs, reasonable attorney fees and other defense costs that are in any way related to the acts or omissions of the Republic pursuant to the provisions of this Agreement, except those resulting from the sole negligence or willful misconduct of the City or any of its agents, employees, officers, and other representatives.

3.4.6 Invoices

During each month immediately following the provision of any collection services by Republic, Republic shall deliver to the City an invoice describing the services provided and the date thereof, along with the cost to the City therefor at the applicable rate pursuant to the following schedule:

<u>Period</u>	<u>Rate</u>
July 1, 2020 to June 30, 2021	\$14.00 per month
July 1, 2021 to June 30, 2022	\$14.42 per month
July 1, 2022 to June 30, 2023	\$14.85 per month
July 1, 2023 to June 30, 2024	\$15.30 per month

Section 4.0 Obligations of Taylor Mill

While this Agreement is effective, the City shall:

4.1 Continually provide Republic with an up to date Schedule of Collections.

4.2 Pay the invoices of Republic within 30 days after the receipt thereof by the City, after deducting therefrom the monthly rate for all collections missed and not collected by the Republic.

4.3 Unanticipated Costs

Negotiate with Republic in the event that an unanticipated increase in costs occurs during the course of this Agreement as a result of the imposition of new or increased governmental regulations not in effect at the time that the bid of the Republic was accepted by the City.

Section 5.0 Termination.

If either the City or Republic breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of a written notice from the other describing such breach in reasonable detail, the other may terminate this Agreement through a written notice thereof to the party in breach more than 30 days prior to the effective date thereof

IN WITNESS WHEREOF, this agreement has been signed on the dates indicated by the City of Taylor Mill through Daniel L. Bell as the Mayor thereof pursuant to the authorization therefor by the City Commission; and by Republic Services of Ohio Hauling, LLC, through Tommasco Turchiano as the Municipal Service Manager thereof pursuant to the authority of the Managers thereof.

City of Taylor Mill

Republic Services of Ohio Hauling, LLC

BY *Daniel L Bell*
DANIEL L. BELL
Date *June 30, 2020*

BY *Jeffery Soule*
TOMMASCO TURCHIANO Jeffery Soule'; General Manager
Date: June 30, 2020

CONTRACT FOR PROVIDING SOLID WASTE AND CURBSIDE RECYCLING
COLLECTION AND DISPOSAL SERVICES FOR THE CITY OF UNION, KENTUCKY

This agreement made and entered into on the 6th day of May, 2019, between the *CITY OF UNION, KENTUCKY*, hereinafter called "*CITY*" and *RUMPKE OF KENTUCKY, INC.* hereinafter called "*CONTRACTOR*".

WITNESSETH

WHEREAS, CONTRACTOR submitted the best bid to *CITY*, the same having been opened and read on April 17, 2019, which bid was for the purpose of providing Solid Waste and Curbside Recycling Collection and Disposal Services within the City of Union, Kentucky and to perform such work as may be incidental thereto.

WHEREAS, CITY has accepted said the bid by Municipal Order No. 2019-10 duly passed on May 6, 2019.

NOW THEREFORE, the parties hereto agree as follows:

1. *CONTRACTOR* is hereby granted the sole and exclusive privilege and license within the territorial jurisdiction of the *CITY*; excepting, however, those commercial establishments which are presently under contract with another contractor, to collect waste and refuse within the city, furnishing all personnel, labor, equipment, trucks and other items necessary to provide the said refuse and waste collection and further to remove and dispose of same in a properly licensed and approved landfill operation outside the territorial limits of the *CITY*.

2. Should *CONTRACTOR* at any time during this contract or following the termination or expiration of same be cited civilly and/or criminally by any county, state, or Federal Authority or agency for improperly dumping or disposing of waste or refuse collected within the City limits of Union, Kentucky, under the authority of this contract *CONTRACTOR*

shall hold *CITY* harmless from any and all liability resulting therefrom including reasonable attorney fees resulting in the defense of such criminal and/or civil action.

3. *CONTRACTOR* shall perform such duties hereunder holding *CITY* harmless from any and all liability for the negligence or actions of *CONTRACTOR* and/or its agents, servants and employees resulting in damages or injuries to third parties while *CONTRACTOR* is performing its obligation under this agreement.

4. In addition to the seven (7) typewritten pages of this agreement the following documents shall be made a part hereof by incorporating them by reference as if fully set forth herein:

A. The City's Residential Solid Waste and Recycling Collection Service Contract and Bid Specifications dated March 11, 2019.

A. *CONTRACTOR*'s bid for refuse collection and disposal service.

B. Municipal Order 2019-10 of *CITY*, being the Municipal Order which authorizes the Mayor of the City of Union, Kentucky, Hon. Larry K. Solomon, to enter into this agreement.

C. This instrument.

D. Any addendum or changes to the foregoing documents agreed to by the parties hereto in writing.

E. Certificate of Insurance.

5. The *CONTRACTOR* hereby agrees that none of the work or services covered by this Contract shall be subcontracted without prior written approval of the *CITY*.

6. The *CONTRACTOR* shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written

consent of the *CITY*.

7. Any and all provisions of this agreement shall be strictly adhered to by *CONTRACTOR* and no amendment to this agreement shall be made except upon the written consent signed and approved by both parties, which consent shall not be unreasonably withheld.

8. No amendment to this agreement shall be construed to release either party from any obligation of the total contract documents except as specifically provided by such amendment.

9. The *CONTRACTOR* shall reveal any final determination of a violation of KRS Chapters 136 "Corporation and Utility Taxes", 139 "Sales and Use Taxes", 141 "Income Taxes", 337 "Wages and Hours", 338 "Occupational Safety and Health of Employees", and 342 "Workers' Compensation" by the *CONTRACTOR* within the previous five (5) years, and shall be in continuous compliance with the provisions of KRS Chapters 136 "Corporation and Utility Taxes", 139 "Sales and Use Taxes", 141 "Income Taxes", 337 "Wages and Hours", 341 "Unemployment Compensation", and 342 "Workers' Compensation" for the duration of this Contract.

10. All notices required or permitted under this agreement shall be in writing.

(a) Any communication to the *CONTRACTOR* shall be deemed effective for all purposes as of the date such communication is personally delivered to or received by registered or certified mail, return receipt requested, to Mr. William J. Rumpke, Jr., Rumpke of Kentucky, Inc., 3990 Generation Drive, Cincinnati, OH 45251 or at such other address as may be furnished in writing by the *CONTRACTOR* to the *CITY*.

(b) Any communication to the *CITY* shall be deemed effective for all purposes as of the date such communication is personally delivered to or received by registered

or certified mail, return receipt requested, by David Plummer, City Administrator, City of Union Kentucky, 1843 Mt. Zion Road, Union, KY 41091, or at such other address as may furnished in writing by the *CITY* to the *CONTRACTOR*.

11. *CONTRACTOR* shall pick up refuse in the *CITY* on Thursday between the hours of 7:00 a.m. and 5:00 p.m. *CONTRACTOR* shall furnish the necessary equipment in order to accomplish and complete said service within the specified period of time. In no event shall contractor begin to pick up refuse within the city limits before 7:00 a.m.

12. Collection shall never be postponed for any Federal, State or local emergency longer than two (2) working days following the regular day of collection without the written approval of *CITY*.

13. *CONTRACTOR* may observe the following dates as holidays if such dates occur on a collection day: New Year's Day, Independence Day, Labor Day or Christmas. Collection not made on said holidays shall be made on the next following business day. No other changes in the collection schedule may be made without the written approval of the *CITY*.

14. *CONTRACTOR* shall produce and keep in full force and effect throughout the term of this agreement, all the insurance policies specified herein, as required by the contract documents or otherwise required by law of the Commonwealth of Kentucky and Federal Government including a general liability policy with limits not less than \$1,000,000.00. *CONTRACTOR* furnish to *CITY* a certificate of such insurance coverage, the same to be kept on file with the City Clerk during the period of this agreement.

15. Should it not have been clearly stated earlier herein, *CONTRACTOR* shall indemnify and hold *CITY* harmless from any and all claims, lawsuits, demands, actions, causes of action and attorney fees or liability of any kind arising from or attributable to the operations

and activities of *CONTRACTOR* in connection with this contract.

16. *CONTRACTOR* shall not be held liable for the failure to perform its duties if such failure is caused by natural catastrophe, riot or government order or regulation, fire, accident, act of God or other similar contingency which is beyond the reasonable control of *CONTRACTOR* but excluding labor disruptions of *CONTRACTOR*.

17. In the event that any portion or portions of this agreement shall be found to be invalid or enforceable, then such provision or portion thereof shall be reformed in accordance with the applicable law (s). The invalidity or enforceability of any provision or portions of any contract documents herein shall not affect the validity or enforceability of any other provisions or portions of this agreement.

18 This agreement shall be interpreted and construed in conformity with the laws of the Commonwealth of Kentucky.

19. The term of this agreement will be for four (4) years from July 1, 2019 until June 30, 2023. In addition, the City shall have the option to extend the contract an additional two (2) years through June 30, 2025. The City shall have until May 31, 2023 in which to exercise its option.

CONTRACTOR'S performance may be taken into consideration in the decision by the *CITY* to either continue this Contract into the two (2) year optional renewal or to terminate and re-bid this Contract.

20. Trash shall be placed at, and collected from, the area between the sidewalk and street, or in an area closet to a street except for any designated collection areas provided on private streets. There will be no limit to the number of containers serviced per resident. To the extent possible, every effort will be made to collect large/bulky items which do not fit into residential

trash containers. This can be accomplished either through this one-day collection or from additional services proposed with this bid. *CONTRACTOR* shall have the right to request garbage/waste collection to conform to industry standards like the wrapping of mattresses/couches for bed bugs, or the bundling of yard waste into convenient piles. Further restrictions include: (a) appliances containing Freon must be certified that the Freon has been removed; (b) Whole tires, lead acid batteries and appliances containing ozone-depleting compounds.

21. For the above described services, the *CITY* shall pay the *CONTRACTOR* as shown on *CONTRACTOR's* bid attached hereto and made a part hereof, the same as if fully written herein
as follows:

July 1, 2019 to June 30, 2021 -Solid Waste Collection -\$9.50 per unit per month -total costs based upon 2338 residential units with a total annual cost of \$266,532.00. **Recycling Collection** \$3.75 per residential unit per month based upon 2338 residential units with a total annual costs of \$105,210.00: **Total: \$371,742.00**

July 1, 2021 to 6/30/2023 -Solid Waste Collection -\$9.75 per unit per month -total costs based upon 2338 residential units with a total annual cost of \$273,546.00. **Recycling Collection** \$3.86 per residential unit per month based upon 2338 residential units with a total annual costs of \$108,296.16: **Total: \$381,842.16**

Payment for services rendered shall be made on a monthly basis.

22. The *CONTRACTOR* agrees to comply with all Federal, State, and local laws and regulations in the collection, removal and disposal of all such waste material.

23. In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) natural disaster, actions or decrees of governmental bodies or not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so effected

shall immediately give notice to the other party. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

24. Should either party fail to abide by the terms and covenants herein, after being duly notified in writing by the non-offending party for its loss and damages including reasonable attorney fees for the non-offending party.

IN WITNESS WHEREOF, the contracting parties hereto by their duly authorized agents hereto affixed, have executed this agreement on the date and year first above written.


CITY OF UNION, KENTUCKY

BY:


HON. LARRY K. SOLOMON, MAYOR

RUMPKE OF KENTUCKY, INC.

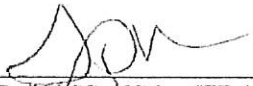
BY:


WILLIAM J. RUMPKE, JR.
PRESIDENT

ATTEST:


MELISSA HINKLE
INTERIM CITY CLERK

THIS INSTRUMENT PREPARED BY:



GREG D. VOSS, ESQ. (KBA #73429)

Attorney at Law

301 West Pike Street

Covington, KY 41011

P.O. Box 606 Florence, KY 41022

Telephone: (859) 647-7777 ext. 101

Fax: (859) 647-7799



Waste & Recycling Services

10795 Hughes Road, Cincinnati, OH 45251
Phone (513) 851.0122 Fax (513) 851.2057



September 18, 2018

CITY OF VILLA HILLS
719 Rogers Road
Villa Hills, KY 41017

Attention: Irvin "Butch" Callery, Mayor

RE: *SOLID WASTE CONTRACT*

Dear Mayor Callery:

Rumpke of Kentucky, Inc. is pleased to enter into a new (4) four-year contract with the City of Villa Hills. Enclosed please find a fully executed contract covering the period of July 1, 2018 through June 30, 2022.

If you have any questions or require additional information, please do not hesitate to contact me at (513) 851-0122, Ext 5732 or Drew Watson in our Alexandria office. Thank you for your confidence in our service. We look forward to providing efficient and dependable services for the City of Villa Hills.

Sincerely,

RUMPKE OF KENTUCKY, INC.

Gina Schueler
Municipal Contract Manager

/gs

Encl.

**CONTRACT FOR
RESIDENTIAL SOLID WASTE & CURBSIDE RECYCLING
COLLECTION & DISPOSAL SERVICES**

This contract is entered into this 25 day of June, 2018 by and between the **City of Villa Hills, Kentucky**, hereinafter referred to as "City" and **Rumpke of Kentucky, Inc.**, hereinafter referred to as "Contractor" and consists of the following: City of Villa Hills's Solid Waste Bid Request, Rumpke's April 20, 2018 bid, and this document.

NOW AND THEREFORE, it is agreed as follows:

Effective July 1, 2018 and concluding June 30, 2022 Rumpke shall have the exclusive right to provide solid waste and curbside recycling collection services for all single-family residential units and two (2) recreation areas within the City of Villa Hills. Large and/or bulky items will be collected along with the regular trash at no additional charge. Appliances containing CFCs will only be collected once the CFCs have been removed and documented as such. Each residence to be provided with one (1) 95-gallon trash cart at no charge. Additional trash carts are \$3.50 each per month billed to the resident. Each residence will also receive one (1) 65-gallon recycle cart upon request at no charge. Additional recycle carts are \$3.50 each per month billed to the resident. All carts remain the property of Rumpke.

Rumpke shall invoice the City monthly in the amount of \$40,467.00 (based on 2,460 units at \$16.45 per unit per month) for the solid waste and curbside recycling collection services. Any additional units will be added at the above quoted unit rate upon notification by the City.

Villa Hills entities, including the Villa Hills Administration Building, the Police Building, the Public Works Garage, Franzen Fields, Villa Sports Complex and the cans at Lake Lean shall receive solid waste collection services and recycling service at no charge with dumpsters and/or other containers emptied weekly. Rumpke will also provide up to seven (7) 20-yard roll off containers, 100 cardboard event boxes and liners per year for community events at no additional charge.

Contractor agrees to collect solid wastes and recyclables once each week at the curb line in front of all units between the hours of 7:00 a.m. and 6:00 p.m., prevailing time, on days mutually agreed upon between the City and Contractor; provided that no collection shall occur on Sundays and the recognized holidays of Christmas Day and New Year's Day. With respect to said holidays, Contractor shall ensure collection the following day (excepting Sundays) including Saturdays, if applicable.

Contractor will provide a quarterly report to the City within 25 days after the conclusion of the quarter detailing total collection tonnage, number of units serviced, special collections, tonnage of recyclable materials, complaints, etc.

Rumpke shall continuously maintain insurance policies providing for the following insurance protection through an insurance company authorized to do business within the Commonwealth of Kentucky, and in each case a certificate of insurance describing the coverage of each policy shall be furnished on an annual basis or as may be more frequently requested by the City:

A. **WORKERS' COMPENSTATION** – Workers' Compensation insurance shall be carried by Rumpke for the full statutory amounts required by the City and the Commonwealth of Kentucky. Rumpke shall file "notice of full coverage of all occupational diseases" with the appropriate entity.

B. GENERAL LIABILITY INSURANCE - Insurance against all risks involved in Rumpke's operation under this contract agreement will be carried in an amount of no less than \$1,000,000 for one or more persons personally injured in the one occurrence or accident and \$1,000,000 for property damage in any one claim.

C. AUTOMOBILE PUBLIC LIABILITY INSURANCE - Insurance against all risks caused by the maintenance, use and operation of motor vehicles by Rumpke shall be carried with the limits of no less than \$1,000,000 for one or more persons personally injured in any one claim.

The City shall be notified of any policy changes sixty (60) days in advance of any such change.

Contractor certifies that no persons supplied by it in performance of obligations under the Agreement are considered to be employees of the City. The parties to this Contract understand and agree that the actions of Contractor in carrying out the provisions of this Contract shall be those of an independent contractor, and those acts necessary to perform under this Contract are not as an agent, servant or employee of the City. Contractor has total responsibility for all salaries, wages, bonuses, retirement holdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums of pertinence to such persons, and thus hold harmless the City of Villa Hills with respect to such persons. Contractor further agrees to comply with the applicable State and Federal wage and hour laws applicable to its employees.

Contractor agrees to furnish, provide, maintain and repair all labor and equipment that is necessary to carry out the requirements of this Contract, and, in the performance of this Contract, Contractor, at Contractor's sole cost and expense, to obtain all applicable permits and licenses and to comply with all ordinances, regulations, laws and statutes of any local, State, or Federal

governmental entities, including, but not limited to, the City of Villa Hills, Kenton County, the Northern Kentucky Independent District Health Department and the Commonwealth of Kentucky Department for Public Health.

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

The City's Solid Waste Bid Request and the bid submitted by Contractor to the City are hereby incorporated herein by reference, including any and all permits, licenses, certificates of insurance, safety documents and any other attachments thereto.

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, blizzards, windstorms, high water table, unusually severe weather), fires, quarantine, labor disputes or strikes, explosion, shortage or failure in the supply of fuel, electric current or other public utility not caused by Contractor's actions, actions or decrees of governmental bodies not caused by Contractor's actions, or any other cause beyond the control of the parties (hereinafter referred to as a "Force Majeure Event"), the

party who has been so affected shall immediately give notice to the other party. Upon receipt of notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

The term of this contract shall be for four (4) years effective July 1, 2018 and continuing through June 30, 2022, with an option to renew for one (1) additional year.

The Parties agree that this Contract shall be construed in accordance with the laws of the Commonwealth of Kentucky.

The work specified by this Contract shall be performed by the Contractor to the satisfaction of the City. In the event the Contractor fails to carry out the work to be performed under this Contract, the City may employ such means as it may deem advisable and appropriate to continue work until such matter is resolved and the Contractor is again able to carry out his operations under this Contract. As a result of these actions, the City may deduct any and all operating expenses incurred by the City from any money then due or to become due the Contractor, and should the City's cost for continuing the operation exceed the amount due the Contractor, the City shall collect the amount due, either from the Contractor, the surety, or both.

In the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this Contract shall immediately terminate, and in no event shall this Contract be, or be treated, as an asset of the Contractor after adjudication of bankruptcy. If the Contractor shall be proven insolvent, or fail in business, this Contract may be terminated at the option of the City.

All terms conditions and specifications of the Contract are considered

material and failure to perform any part of the Contract shall be considered a breach of contract. Should the Contractor fail to perform any of its contractual obligations, the City may, after giving a five (5) day written notification to the Contractor to remedy the violation, and Contractor failing to remedy the breach, the City, at its option, may terminate the Contract.

Should it become necessary for the City to employ an attorney to enforce the provisions of this Contract, each party shall be responsible for its own legal fees.

This Contract shall not be assigned, underlet or sublet without written consent of the City, and any such assignment or transfer without such consent shall, as relates to the City, be null, void and not binding upon the City.

Contractor recognizes that the City reserves the right to add and/or delete services to this Contract. All amendments to any contract must be in writing and signed by both parties.

Any provision of this Contract which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Villa Hills, by its duly authorized representative, hereunto subscribes its name; and Rumpke of Kentucky, Inc., by its duly authorized representative, hereunto subscribes its name this 25th day of June, 2018, effective as of July 1, 2018.

CITY OF
VILLA HILLS, KENTUCKY

Craig T. Bohannan

Witness

6/25/2018

Date

Irvin T. "Butch" Callery
Irvin T. "Butch" Callery, Mayor

RUMPKE OF KENTUCKY, INC.

Shirley M. Schueler

Witness

9/18/18

Date

William J. Rumpke, Jr.
William J. Rumpke, Jr., President

**CITY OF WALTON, KENTUCKY EXCLUSIVE
FRANCHISE AGREEMENT FOR GARBAGE, TRASH AND
REFUSE COLLECTION**

This Franchise Agreement ("Agreement") is hereby made and entered into effective as of the 1st day of July, 2021 ("Effective Date") by and between the City of Walton, Kentucky, a city of the Home Rule Class with its principal office located at 40 North Main Street, Walton, Kentucky (the "City") and Best Way of Indiana, Inc. d/b/a/ Best Way Disposal, a foreign corporation with its principal place of business in Kentucky located at 1389 Production Drive, Burlington, KY 41005 ("Franchisee").

WITNESSETH

WHEREAS, Section 164 of the Kentucky Constitution specifies that franchises are subject to advertising and public bidding requirements; and,

WHEREAS, The City advertised for solicitation of bids for a franchise for the right and privilege of entering in and upon the streets and public ways of the City for the collection, hauling away and disposing of garbage, trash and refuse from all residential dwellings, including multi-unit dwellings, within the City; and,

WHEREAS, Franchisee submitted its bid for such franchise pursuant to the City's solicitation, which bid is attached hereto and incorporated herein by reference; and,

WHEREAS, the City Council of the City of Walton determined that the bid of Franchisee satisfied the requirements of the City's solicitation and accepted said bid by an affirmative vote of a majority of City Council Members, and also authorized and directed the Mayor of the City of Walton to enter into this Agreement with Franchisee, pursuant to action by Council at a Special Meeting held on June 25, 2021;

NOW, THEREFORE, in consideration of the recitals, promises and mutual obligations set forth herein, the parties do hereby agree as follows:

Section 1.0 - Franchise. Pursuant to action the Special Meeting held on June 25, 2021 by the Walton City Council on June 25, 2021, the City accepted the bid for Service Option One tendered by Franchisee, as modified by the email from Katie Raverty-Evans to Tammy Wilhoite; and authorized and directed the Mayor to enter into this Agreement. Franchisee is awarded an exclusive Franchise for the right and privilege of entering in and upon the streets and public ways of the City for the collection, hauling away and disposing of garbage, trash and refuse from all residential dwellings, including multi-unit dwellings, within the City (the "Franchise"). The bid submitted by Franchisee is attached hereto and incorporated herein by reference as Exhibit "A", and a copy of the email modification is

attached hereto and incorporated herein by reference as Exhibit "B", both of which are made an integral part of this Agreement.

Section 2.0 - Term. The Initial Term of this Agreement ("Initial Term") shall be for a two year period beginning at 12:01 a.m. on July 1, 2021, and ending at midnight on June 30, 2023. The Initial Term of this Agreement may be extended by the City, in its sole and exclusive discretion, for an additional period of two (2) years (the "Option Term") by causing written notice thereof to be mailed to Franchisee not less than thirty (30) calendar days before the end of the Initial Term. The Initial Term and the Option Term are collectively referred to herein as the "Term".

Section 3.0 - Terms and Conditions of Franchise. The terms and conditions of the Franchise hereby granted are as follows:

3.1 Franchisee shall furnish and provide the collection and disposal service from all residential dwellings, including multi-unit dwellings, in the City at least one (1) day per week. such day to be on the same day each week. Franchisee shall inform the City of its pickup or collection day(s). Franchisee shall provide these services on every collection day throughout the year except Christmas Day and New Year's Day. If either of these holidays occurs on a regular collection day, the following business day shall be designated and agreed to by Franchisee as the collection day.

3.2 Franchisee shall furnish a place to dispose of the garbage, trash and refuse outside of the City limits, such place and manner of disposal to be approved by any applicable governmental agency in accordance with all applicable laws and regulations.

3.3 Franchisee shall do its own billing and collection for services, it being understood and agreed that there is no responsibility of the City for any billing or collection responsibilities. Further, Franchisee shall bill the user of the service, and not the owner of the property, if the two are not one and the same. The bill shall not constitute a lien against the property and shall be the personal debt of the user of the service. Service shall be provided to all residents equally and service shall not be denied to any resident other than for non payment for service by the resident.

3.4 Rates to be charged for residential collections are to be quoted for billing on a quarterly basis.

3.5 Rates to be charged for residential collections for the Initial Term are as shown in Section Six of Exhibit "A".

3.6 Rates to be charged for residential collections for the Option Term are as shown in Section Six of Exhibit "A".

3.7 The scheduled pickup day is Wednesday.

3.8 Commercial locations, roll off containers, industrial/commercial trash compactors and special waste collections are not covered under this Franchise.

3.9 Franchisee shall provide one trash container to each customer at no additional cost to the customer, but shall not require customers to use the provided container.

3.10 Franchisee agrees that there shall be no residential collections earlier than **7:00 A.M.** on any collection day, and no later than **5:00 P. M.**, except for reasonable circumstances requiring a late pickup time. Franchisee shall promptly notify the City of such circumstances.

3.11 Franchisee shall require only that residential customers shall have the receptacles at the curb line no later than **7:00 A. M.** on the scheduled pickup day.

3.12 No increase in the aggregate amount of the bid rate, fees and surcharges will be permitted during the Term of the franchise, except for reasonable interest (not to exceed twelve percent (12%) per annum) and costs of collection of delinquent accounts.

3.13 Franchisee shall apply for, receive, and maintain in good standing during the entire Term of this Agreement all appropriate licenses, registrations and/or certifications necessary to operate the Franchise granted herein.

3.14 Franchisee shall maintain and furnish proof of workers' compensation and unemployment insurance of its employees and maintain and furnish proof of liability insurance covering both bodily injury and property damage with combined limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) and agrees and guarantees to indemnify, defend and save The City of Walton harmless from any and all liability, claims and damages of every kind and nature arising out of this Agreement, including claims and damages foreseeable or unforeseeable, known or unknown.

3.15 Franchisee agrees to furnish security to guarantee performance as to the duties and obligations arising from this grant of an exclusive Franchise, such security being in the sum of TEN THOUSAND DOLLARS (\$10,000.00) by bank cashier's check or certified check, payable to the City of Walton, Kentucky, as security for the faithful performance by Franchisee of all provisions of the Franchise.

3.16 Franchisee agrees that if it fails to perform all duties imposed upon it, the City may terminate this Agreement with the Franchisee, rendering the exclusive Franchise null and void. In such event the Mayor may order such services to be performed by a reputable firm other than Franchisee after forty-eight (48) hours' notice to Franchisee, and the costs of such reputable service shall be charged against the security provided by Franchisee as set forth in Section 3.15 herein.

3.17 After Franchisee has completed its obligations under this Agreement, the security deposit shall be returned to Franchisee or so much as not having been used to obtain substitute reputable replacement services.

3.18 Franchisee agrees to perform the following services without charge to the City:

- a) Have the driver stop at City Hall at an agreed time on pickup day to receive any trouble calls for garbage not being collected by Franchisee.
- b) Provide pickup for six (6) City owned trash cans along Main Street.
- c) Provide three (3) Dumpsters at no charge: one at 44 North Main Street (City Hall - 6 yard rear loader - weekly); one at 317 Stephenson Mill Rd. (sewer plant - 6 yard rear loader - call in basis); and one at 11 High School Court (Public Works - 6 yard rear loader - weekly).
- d) Provide an extra pickup on Saturday during the City's Spring (April) & Fall (October) clean-up weeks.
- e) Allow residents of the City who obtain a note from City Hall to dump, free of charge at Bavarian Waste landfill in Walton, KY, during Spring & Fall clean-up weeks.
- f) Provide a roll-off free of charge to the City for Old Fashion Day in September.
- g) Provide a roll-off free of charge to the City for Wake Up Walton (date to be determined).
- h) Provide a roll-off free of charge to the City for the Fall Clean Up Week in October each year.

3.19 Franchisee shall designate a specific contact person assigned to ensure a high level of customer satisfaction in the City. The name, direct telephone number and e-mail address of the designated contact person shall be provided to the City Clerk of the City. The designated contact person shall have full authority to act on behalf of Franchisee for the purpose of receiving, investigating and resolving complaints about the services provided to the City by Franchisee.

Section 4.0 - Miscellaneous.

4.1 Headings. Headings of the provisions of this Agreement have been inserted for convenience only and shall in no way affect the interpretation of any term or provision hereof.

4.2 Governing Law: Jurisdiction: Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any proceeding arising from or relating to this Agreement shall be brought in the Boone County Circuit Court of the Commonwealth of Kentucky.

4.3 Waivers. Any waiver at any time by a party of its rights with respect to a default or with respect to any other matters arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or other matter.

4.4 Prior Agreements. The parties hereby acknowledge that this Agreement contains the entire agreement among the parties and supersedes all prior agreements and understandings related to the subject matter hereof.

4.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed an original.

4.6 Survival. The indemnification, defense, and hold harmless obligations of Franchisee provided in Section 3.14 shall continue following the expiration of the Term or earlier termination of this Agreement.

4.7 Time of Essence. Time is of the essence of this Agreement.


4.8 Assignment; Delegation. This Agreement shall not be assigned, nor shall any obligations or duties under this Agreement be delegated by Franchisee without the express written consent of the City. In the event the City consents to any assignment or delegation by Franchisee, Franchisee shall remain primarily liable for all obligations and duties under this Agreement.

4.9 Attorney Fees. If any litigation is commenced to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs incurred therein.

4.10 Amendment. This Agreement shall not be amended or modified in any way except by a written agreement signed by both parties.

Section 5.0 - Effective Date. This Agreement shall be effective as of the date set forth above.

City of Walton, Kentucky

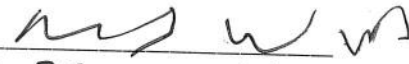
By: 
Name: GABRIEL BROWN

Title: Mayor

Date: 7/13/21

<end>

**Best Way of Indiana, Inc. d/b/a/
Best Way Disposal**

By: 
Name: BILL WISE

Title: MANAGER

Date: 7-15-21

CONTRACT

This contract made and entered into this 14th day of November 2017, by and between the City of Wilder, a Municipal Corporation of Campbell County, Kentucky (hereinafter called the "City") and Rumpke of Kentucky, Inc., a Kentucky Corporation, (hereinafter called the "Contractor").

WITNESSETH

WHEREAS, the Contractor did on the 9th day of June 2017 submit a bid to provide Solid Waste Collection/Removal Services and Curbside Recycling within the Corporate limits of the City and to perform such work as agreed to within this document; and

WHEREAS, the City did advertise for competitive bid for waste collection/recycling services and upon review of said bids, find Rumpke of Kentucky, Inc. to be the best bid for said services;

NOW, THEREFORE, in consideration of the following mutual agreement and covenants it is expressly understood and agreed by and between the parties herein mentioned, as follows:

1. That the Contractor is hereby granted a license, and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, and other items deemed necessary to provide refuse collection, removal, disposal and curbside recycling services as specified and to perform all of the work called for and as outlined in the Contract Documents.
2. That the Contract Documents shall include the following pertinent items, and that this Contract does hereby expressly incorporate the same herein as fully as if set forth verbatim in this Contract:
 - a. The Contractor's Proposal
 - b. The General Specifications
 - c. The Minutes containing the motion of City Council
 - d. The Contractor's Performance Bond
 - e. The Contract
 - f. Certificate of Insurance
 - g. Any Written addendum to these documents as agreed to by the parties

3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld.

No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

4. This Contract is entered into subject to the following conditions:
 - a. The Contractor shall procure and keep in full force and effect throughout the term of this contract all of the insurance policies specified in and required by the Contract Documents and by State Law.
 - b. The Contractor shall not be liable for the failure to wholly perform his duties if such failure is caused by catastrophe, riot, war, government order or regulation, fire accident, act of God or other similar or different contingency beyond the reasonable control of the Contractor.
 - c. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable law. The invalidity or un-enforceability of any other provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Document.
 - d. This Contract shall be for a three (3) year period, beginning on January 1, 2018 and ending three years thereafter, at the costs enumerated in the proposal attached hereto and made a part of this contract. The initial three (3) year term of this contract may be extended for successive additional one (1) year terms for three (3) years at costs enumerated in specific amounts in the proposal attached hereto, upon the City notifying the Contractor in writing, Thirty (30) days prior to the expiration of the initial three (3) year term or of any successive one (1) year term. Any such written notice shall be served by regular mail to the Contractor's mailing address 1095 Hughes Road, Cincinnati OH. 45251.
 - e. That during the term of this contract, the Contractor shall supply at a minimum one 65-90 gallon cart for trash and a 65-gallon cart for recycling for each residential/commercial unit receiving curbside collection. The Contractor may supply any combination of waste and/or recycling bins for use as hand carry, automated/semi automated collection as agreed between the City and the Contractor.

- f. That the Contractor agrees to under the terms and conditions of the proposal will not charge for “special collections”.
- g. The Contractor shall not begin refuse/recycling collection prior to 7:00 a.m. or after 6:00 p.m. without prior authorization from the City. Any unauthorized collections or breach of this section may result in enforcement action. Violators may be cited and fined \$100.00 per incident for violation of this agreement. The collection period may be extended beyond the specified times when circumstances beyond the Contractor’s control dictate.
- h. Missed collections will be brought to the Contractor’s attention as soon as possible after collection day through means agreed upon between the City and the Contractor. This may include telephone, facsimile and/or email communication. The Contractor shall collect all missed collections within twenty-four (24) hours after notification. Any breach or violation of this section will result in a \$100.00 penalty being assessed on the next billing cycle.
- i. The Contractor agrees to provide once per week collection of Contractor supplied dumpsters/co-mingled recycling dumpster in accordance with the Contractor’s proposal in the following locations:
- North Fire Station 402 Licking Pike
 - Wilder Maintenance Garage 114 Center Street
 - Frederick’s Landing Frederick’s Landing Road
 - South Street Pull Off (Co-Mingled Recycling Dumpster)
- j. In the event that liquidated damages are assessed for a violation of the Contract Documents as provided in the general specifications, the City shall after written notice to the Contractor deduct the liquidated damages assessed for the particular violation from the monthly sum due the Contractor.

In Witness Whereof, We the Contracting parties by our duly authorized agents hereto affix our signatures this 14th day of November 2017.

ATTEST:

CITY OF WILDER, KENTUCKY

Juanita Schultz
Juanita Schultz – City Clerk/Treasurer

Stanley Turner
Stanley Turner – Mayor

COMMONWEALTH OF KENTUCKY
COUNTY OF CAMPBELL

Acknowledged to before me a Notary Public by Stanley Turner, Mayor of the City of Wilder, Kentucky this 14th day of November 2017.

Karen Schlicht
NOTARY PUBLIC
My commission expires: 2/4/2018
ID NO. 504996

RUMPKE OF KENTUCKY

William J Rumpke Jr
William J. Rumpke, Jr. – President

STATE OF OHIO
COUNTY OF HAMILTON

Acknowledged to before me a Notary Public by William Rumpke, Chairman of the Board Rumpke of Kentucky Inc. this 10th day of November 2017.

Terry A Rosen
NOTARY PUBLIC
My commission expires: 12-12-2018
ID NO. _____



Terry A. Rosen
Notary Public, State of Ohio
My Commission Expires 12-12-2018

**NOTICE OF SEALED BID
FOR SOLID WASTE CONTRACT**

The City of Wilder will be receiving sealed bids for the collection and disposal of solid waste and curbside recycling for residential and limited commercial units within the City of Wilder. Bids will be received until 2:00 p.m. on Friday June 9, 2017. Bids will be opened at that time and submitted to the Wilder City Council at the regular meeting on June 19, 2017 at 7:00 p.m. Bid documents and specifications may be obtained at the Wilder City Building, 520 Licking Pike, Wilder, KY. during the hours of 7 a.m. to 5:00 p.m. Monday thru Friday or by calling 859-581-8884. The City of Wilder reserves the right to accept or reject any and all bids.

City of Wilder

520 LICKING PIKE • WILDER, KENTUCKY 41071 • PHONE (859) 581 8884 • FAX (859) 581 0823

CITY OF WILDER, KENTUCKY

NOTICE OF BID TO ALL INTERESTED WASTE HAULERS

The City of Wilder current waste contract expires on December 31, 2017. The City of Wilder will be receiving sealed bids for the purposes of waste collection and curbside recycling. Enclosed please find a set of specifications, bid sheets, and a map of the city to help familiarize bidders with the city and the scope of the work being contracted for.

All bids shall be in sealed envelopes, addressed to the City Clerk and clearly marked "Sealed Bid for Waste Collection and Recycling Service". Bids must be received by 2:00 p.m. on Friday, June 9, 2017 at which time they will be publicly opened. A 10% bid bond must accompany all bids, and the successful bidder will be required to post a performance bond in the amount of 100% of the contract amount for the life of the contract. Bid bonds will be returned to the unsuccessful bidders upon the awarding of a contract. Contract will not be awarded until 30 days prior to the end of the current contract December 31, 2017.

The bids will be reviewed and tabulated with a recommendation made to the Wilder City Council at the June 19, 2017 council meeting. All bidders will be notified in writing of the outcome of the bid opening. The successful bidder should be prepared to attend the council meeting on June 19 to discuss any issues and address questions of city council. The bid will be formally accepted at the council meeting with a contract awarded prior to December 1, 2017 and will go into effect on January 1, 2018.

If you should have any questions regarding the specifications or information about the City of Wilder, please feel free to contact me.

Sincerely,



Terry Vance
City Administrator

Cc: Mayor and Council

Stanley Turner, MAYOR
Terry R. Vance, CITY ADMINISTRATOR
Tracy Herald, CITY CLERK / TREASURER

MEMBERS OF COUNCIL

Robert A. Arnold	Rob Honaker
Robert A. Blankenship	Valerie A. Jones
Tim Gillison	Jerry Sebastian

**SPECIFICATIONS FOR THE COLLECTION AND
DISPOSAL OF SOLID WASTE CURBSIDE RECYCLING FOR THE
CITY OF WILDER, KENTUCKY**

INSTRUCTION TO BIDDERS

1. It is the intent and purpose of this contract and set of specifications on which bids are sought to assure the efficient, sanitary and aesthetic operation of solid waste collection services and curbside recycling for the residents of the City of Wilder, Kentucky (the "City"). The contract period will run from January 1, 2018 through December 31, 2020. The contract will include three (3) one (1) year option years beginning January 1, 2021 through December 31, 2023.
2. Bidders must submit a firm bid accompanied by a bid bond or certified check payable to the City in the amount of 10 percent of the total amount of the bid. All bonds or certified checks shall be returned to each bidder upon the award of the contract.
3. The performance of the contract shall be properly secured by a performance bond in a sum equal to 100 percent of the gross amount of the contract. The performance bond must be submitted at the time of the execution of the contract and must guarantee that the successful bidder will collect and dispose of all refuse and solid waste and curbside recycling during the entire life of the contract in accordance with these specifications and amendments that are agreed upon by the contractor and the city from time to time.
4. Each bid shall be sealed and addressed to the City Clerk and shall bear on its face the name of the bidder and the statement "Sealed bid for Waste Collection Service and Recycling". The City reserves the right to reject any or all bids and to award the contract to the bidder deemed in the best interests of the city. No contract will be awarded to any bidder who, as determined by the city, has an unsatisfactory performance record or who lacks the necessary capital, organization, or equipment to perform the services in accordance with the specifications.
5. All bidders shall tour the city and familiarize themselves with the work contemplated in the contract. The submission of a bid shall acknowledge that such a tour has been made by each bidder and shall constitute a waiver by each of any and all claims or errors in the bid, withdrawal of the bid, payment of extras, or a combination thereof under the executed contract. As part of the contract specification, the city will provide each bidder with information of the present and projected population, estimated number of dwelling units to be served under the contract, contract boundaries, and other such applicable information.
6. The successful bidder will be required to hold harmless and indemnify the city from any and all claims, legal or equitable, including court cost and reasonable attorney's fees, arising out of the operation of the collection and disposal services

7. All bidders must use the proposal forms included in this set of specifications. Alternatives to these specifications will not be considered. A letter of transmittal and any explanation, if desired, may be attached with the proposal forms.

GENERAL SPECIFICATIONS
CITY OF WILDER
WASTE COLLECTION AND DISPOSAL

SCOPE

1. The purpose and intent of these specifications are to ensure the provision of an adequate waste collection/curbside recycling collection and disposal system for all residences, businesses, and commercial establishments using curbside collection within the city. The provision of collection and disposal services shall include the following:
 - A. All single family residences.
 - B. All businesses, commercial establishments, and other uses presently not under contract with waste haulers under private contract.
(As of May 2017 the combined total of collectable units is 523)

This contract excludes all condominiums, multi-family residences and apartment buildings and complexes.

DEFINITIONS

2. For the purpose of these specifications, the term "waste" shall include all solid refuse and wastes generated from uses situated within the service area of the city, being more specifically defined in the following categories:
 - A. Residential solid waste, including any material, such as garbage, rubbish, trash, or similar material, generated as a result of normal household activities.
 - B. Food waste, including garbage defined as the organic waste of fish, vegetable, or fruit matter resulting from the storage, processing, preparation, or cooking of food for human consumption.
 - C. Rubbish, and trash, including combustibles such as paper, wood, yard clippings, properly bagged leaves, brush material tied in bundles not more than five feet in length or 18 inches in diameter, and similar material, and non-combustibles, such as metal, glass, and stone, but not including construction waste generated by contractors.
 - D. Bulky waste, including household furniture and appliances, such as chairs, tables, stoves, sofas, hot water heaters and Christmas trees. This section also includes refrigerators, freezers or air conditioners provided that a qualified, licensed technician has removed all Freon or CFC's and documentation is noted on the appliance to be disposed.
 - E. Items to be excluded from this contract include tires, hazardous materials such as oil, paint, paint thinner, lacquer and appliances containing CFC's. All other exceptions must be noted as exception to collections on the bid sheet.

For the purpose of these specifications, the term "recyclables" shall include, but not be limited to: newsprint, telephone books, glass (clear and colored), aluminum or bi metal beverage cans, copper and aluminum metals, steel beverage or food containers cardboard and plastic containers.

EXCLUSIVITY

3. The contractor shall be the only person allowed to provide solid waste collection/recycling and disposal services within the city or within the service area prescribed by the limitations of this agreement, except for those individuals presently under contract with another contractor. In establishing a franchise, the contractor assures the city that the complete range of waste collection service will be available to individuals within the service area.

WHEELED CARTS PROVIDED

4. All residents, businesses, and commercial establishments using curbside collection within the city shall be provided at no additional cost under this contract at a minimum 65-90 gallon wheeled tote and a 45-65 gallon wheeled tote for recycling or acceptable alternative. Contractor provided receptacles shall be clean and operable and replaced from time to time if needed. Grass clippings and leaves must be bagged or boxed. Brush must be tied in small bundles not to exceed five feet in length or 18 inches in diameter. Mattresses and furniture shall be wrapped in plastic. Newspapers and magazines that are not set out for recycling must be tied in bundles. All containers shall be placed at the curb or the edge of the roadway or driveway in such a manner that the contractor can properly dispose of the items.

UNLIMITED COLLECTION

5. The contractor shall collect an unlimited amount of solid waste/recyclables for residential units or commercial units that have been designated equivalent to residential use as part of the regular route, including bulky waste such as appliances, furniture, Christmas trees, and similar items. Any items to be considered exceptions to unlimited pick-up shall be noted and explained in the bid proposal. The contractor shall empty all the waste from containers and return them to the curb with the lids secured. In the event of any spillage, the contractor shall immediately clean up the spilled material before proceeding on the route.

COLLECTION DAYS AND TIMES HOLIDAYS

6. Collections shall be made once per week, (current collection day Tuesday) except for special collections, and shall occur between the hours of 7:00 a.m. and 6:00 p.m. Collections will not be permitted on Sundays. In so far as practical, waste collections times shall be kept consistent and regular in terms of time of day from

week to week. The following holidays may be considered official for observance by the contract; Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day. Any additional holidays observed by the contractor shall be set forth in the submitted proposal. Facilities requiring special collection shall be noted on the bid document. In the event that a holiday falls on a normal collection day, the contractor shall make arrangements for collection the next day after.

ENFORCEMENT OF CONTRACT FINES

7. City ordinance 92-1201 provides for police enforcement of the above stated collection times and violators may be cited. In the event that the contractor or individual driver violates the collection times specified in section 6, citations of \$100 per incident may be issued.

MISSED COLLECTIONS/FINES

8. The contractor will be notified by telephone fax or email of missed collections and will be responsible to make arrangements to pickup the day after the missed collection. Failure to collect missed collections within 24 hours of notification to the contractor by the city will result in a \$100 breach of contract fine per incident. The amount to be withheld from the monthly invoice will be noted along with the time, date and location of the missed collection and the notification by the city.

OPERATION PLAN AND SCHEDULE

9. The contractor shall provide the city with a proposed operational plan identifying the routes and schedules, which shall be approved by the city council. Each bidder will be encouraged to maintain the existing routes and schedules wherever possible to minimize changes to the residents. Upon the approval of the operational plan, the city and the contractor shall notify all residents affected by any change to the present system. In the event of subsequent changes in the operational plan, the contractor shall notify the city and the residents affected as well as provide adequate time for notification of the affected areas before implementing the changes.

CONTRACTOR VEHICLES/EQUIPMENT

10. All vehicles and equipment used for collection services shall be kept in good repair appearance and in a sanitary condition at all times. Only closed-bed packer vehicles shall be used for collecting and transporting waste. The quantity, year, model, and size of all collection equipment to be used in collecting waste shall be identified in the bid proposal.

Domicile	Vehicle Number	Year	Description	LOB	License
180530	83546	2015	2015 CHEVY 1500 PICKUP-SC	REAR LOAD	PIX5407
40700	83604	2015	2015 CHEVY 2500 RESI PICKUP-SC	REAR LOAD	PIZ3383
40700	83608	2015	CUROTTO-CAN 4 CUBIC YD	REAR LOAD	
40700	83609	2015	2015 MACK LEU613 RESI FL	REAR LOAD	PWB2662
40700	83610	2015	CUROTTO-CAN 4 CUBIC YD	REAR LOAD	
40700	83611	2016	2016 IH7400 SARL W/PUSH AXLE	REAR LOAD	PWB2663
180530	83612	2016	2016 IH7400 SARL W/PUSH AXLE	REAR LOAD	PWB2664
180530	83615	2016	2016 IH7400 SARL W/PUSH AXLE	REAR LOAD	PWB2820
180530	83623	2016	2016 IH7400 SARL W/PUSH AXLE	REAR LOAD	PWB3139
180530	83624	2016	2016 IH7400 SARL W/PUSH AXLE	REAR LOAD	PWB3140
40700	83625	2016	2016 IH7400 TAN RL W/TAG AXLE	REAR LOAD	PWB3826
40700	83632	2016	2016 IH7400 TAN RL W/TAG AXLE	REAR LOAD	PWB4518
40700	83633	2016	2016 IH7400 TAN RL W/TAG AXLE	REAR LOAD	PWB4519
40700	83648	2016	2016 IH7400 TAN RL W/TAG AXLE	REAR LOAD	PWB4520
40700	83649	2016	2016 IH7400 TAN RL W/TAG AXLE	REAR LOAD	PWB4521
40700	83655	2016	2016 IH7400 TAN RL W/TAG AXLE	REAR LOAD	PWB5235
40700	83667	2016	2016 IH7400 TAN RL W/TAG AXLE	REAR LOAD	PWB5236
180530	83715	2016	2016 IH7400 SARL W/PUSH AXLE	REAR LOAD	PWC7336
180530	83716	2016	2016 IH7400 SARL W/PUSH AXLE	REAR LOAD	PWC7337
180530	83717	2016	2016 IH7400 SARL W/PUSH AXLE	REAR LOAD	PWC7338
180530	83784	2016	2016 CHEVY 1500 PICKUP-SC	REAR LOAD	PJK2706
180530	83812	2017	2017 IH7400 SARL W/PUSH AXLE	REAR LOAD	PWD6287
180530	83833	2017	2017 IH7400 MSL 20YD	REAR LOAD	PWD6350
180530	83847	2017	2017 IH7400 MSL 20YD	REAR LOAD	PWD6352
180530	83848	2017	2017 IH7400 MSL 20YD	REAR LOAD	PWD6353
180530	83850	2017	2017 IH7400 MSL 20YD	REAR LOAD	PWD6348
180530	83875	2017	2017 IH7400 RECY MASL 20YD	REAR LOAD	PWD8084
180530	83876	2017	2017 IH7400 RECY MASL 20YD	REAR LOAD	PWD8085
180530	83880	2017	2017 IH7400 RECY MASL 20YD	REAR LOAD	PWD8260
180530	83882	2017	2017 IH7400 RECY MASL 20YD	REAR LOAD	PJM5671
180530	83902	2017	2017 IH7400 RECY MASL 20YD	REAR LOAD	PJN4575
180530	83904	2017	2017 IH7400 SARL 20YD	REAR LOAD	PWD9247
180530	83925	2017	2017 IH7400 SARL 20YD	REAR LOAD	PWE3375
180530	83930	2017	2017 IH7400 SARL 20YD	REAR LOAD	PWE3520
40700	83935	2017	CUROTTO-CAN 4 CUBIC YD	REAR LOAD	
40700	84010	2017	CUROTTO-CAN 4 CUBIC YD	REAR LOAD	
40700	84020	2017	2017 IH7400 TAN RL W/TAG AXLE	REAR LOAD	PWF6676
180530	RW753	1995	1995 FORD RL	REAR LOAD	PUV4176
40700	80719	2000	2000 MACK RD690S RO	ROLL OFF	PVK2489
40700	80870	2001	2001 IH SF2574 RO	ROLL OFF	PVF7614
40700	80976	2001	2001 IH SF2574 RO	ROLL OFF	PVR5006
40700	80978	2001	2001 IH SF2574 RO	ROLL OFF	PVK2063
40700	81007	2001	2001 IH SF2574 RO	ROLL OFF	PVP5980
40700	81020	2001	2001 IH SF2574 RO	ROLL OFF	PVM5777
40700	81022	2001	2001 IH SF2574 RO	ROLL OFF	PVK2641
40700	81370	2006	2006 IH7600 ROLL OFF	ROLL OFF	PVU8033
40700	81417	2006	2006 IH7600 RO	ROLL OFF	PVR6561
40700	81568	2005	2005 MACK CV713 RO	ROLL OFF	PVG7238
40700	82760	2012	2012 IH7600 ROLL OFF	ROLL OFF	PVS2739
40700	82800	2012	2012 IH7600 ROLL OFF	ROLL OFF	PVS5649
40700	82943	2013	2013 IH7600 ROLL OFF	ROLL OFF	PVT9057

Domicile	Vehicle Number	Year	Description	LOB	License
40700	82985	2013	2013 IH7600 ROLL OFF	ROLL OFF	PWA5220
40700	82987	2013	2013 MACK GU813 ROLL OFF	ROLL OFF	PWF6651
40700	83026	2013	2013 MACK GU813 ROLL OFF	ROLL OFF	PVU7202
40700	83361	2015	2015 IH7600 ROLL OFF	ROLL OFF	PWC4553
40700	83402	2015	2015 IH7600 ROLL OFF	ROLL OFF	PVY6258
40700	83473	2015	2015 IH7600 ROLL OFF	ROLL OFF	PVZ2770
40700	83575	2015	2015 MACK GU813 ROLL OFF	ROLL OFF	PWE8305
40700	83602	2015	2015 MACK GU813 ROLL OFF	ROLL OFF	PWB1878
40700	83613	2016	2016 KENWORTH T880 RO	ROLL OFF	PWB2817
40700	83670	2016	2016 KENWORTH T880 RO	ROLL OFF	PWB6602
40700	83709	2016	2016 KENWORTH T880 RO	ROLL OFF	PWC4550
40700	83711	2016	2016 KENWORTH T880 RO	ROLL OFF	PWC4784
40700	83744	2017	2017 KENWORTH T880 RO	ROLL OFF	PWC8534
40700	83841	2017	2017 KENWORTH T880 RO	ROLL OFF	PWD6286
40700	83853	2017	2017 KENWORTH T880 RO	ROLL OFF	PWD6702
40700	84032	2017	2017 KENWORTH T880 RO	ROLL OFF	TEMP

WASTE DISPOSAL

11. The contractor shall dispose of all waste material outside the corporate limits of the city at a facility legally empowered to accept waste for disposal. The city reserves the right under this agreement to dispose of a maximum of two loads per month of miscellaneous trash and debris accumulated by the city at the contractor's disposal site or transfer facility. In lieu of this, the contractor agrees to provide the city large waste containers periodically during citywide clean up events not to exceed twice per year.

LOCAL OFFICE/CONTACT

12. The contractor shall establish and maintain a local office or such other facility through which contact and complaints can be made. Local telephone fax and /or email of personnel shall be provided during regular working hours to handle complaints and questions. All complaints shall be coordinated with the office of administration.

QUANTITY OF WORK ADDITION OR DELETION OF UNITS

13. Each bidder must satisfy himself by his own investigation as to the quantity of work to be performed and must bid to collect, transport, and dispose of all waste material during the life of this agreement. As additional units are occupied or vacated, the City will notify the contractor in order to adjust the number of units as to the month in which the occupancy or vacate occurs.

BILLING

14. The contractor shall submit an itemized bill to the City services rendered within 10 days following the first full month of service. The City shall pay the contractor on or before the 25th day following the end of said period. Monthly payments shall be based upon the applicable unit price rates identified in the bid document, including any adjustments in the overall number of units or breach of contract fines.

CONTACT SUPERVISOR

15. The contractor shall assign a qualified person to be in charge of the operation in the City. The City may also request the reassignment of an employee of the contractor who violates the provisions of this agreement or who is wanton, negligent, or discourteous in the performance of duties.

BID BOND/PERFORMANCE BOND

16. Each bid must be accompanied by a bid bond in the amount of 10 percent or a certified check in like amount payable to the City as a guarantee that, if the bid is accepted, a contract will be entered into within 30 days of contract acceptance by the Wilder City Council with the effective contract date being January 1, 2018. The contractor shall also furnish at the time of contract a performance bond in a sum equal to 100 percent of the total gross amount of the contract to insure the faithful performance of the agreement during the length of the contract.

FAILURE BY CONTRACTOR

17. In case of the failure of the contractor to comply with the specification or other provisions of the contract, the City is authorized to provide for the collection, transportation, and disposal of waste material which the contractor has failed to collect, transport or dispose of and to charge the expense thereof to the contractor. Labor disputes and strikes by the contractor's employees, which interrupt services, shall be considered a failure to perform. If the contractor is unable for any cause to resume performance, all liability of the City under this agreement to the contractor shall cease and the City shall be free to negotiate with other contractors for the operation of said collection services. Such operation with another contractor shall not release the contractor herein of his liability to the City of such breach of contract.

INDEMNIFY HOLD HARMLESS

18. The contractor shall indemnify, hold harmless, and exempt the City, its officer, agents, servants, and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this agreement. The minimum insurance limits that shall be accepted with the submitted bid are as follows:

INSURANCE
MINIMUM LIMITS OF LIABILITY

- | | |
|---|---------------------------------|
| A. Comprehensive
General Liability | 1,000,000 |
| B. Comprehensive
Automobile Liability | 1,000,000 |
| C. Workers' Compensation and
Employers Liability | Statutory
500,000/Occurrence |
| D. Umbrella Insurance
Special Provisions: | 5,000,000 |
1. The City of Wilder, KY, is to be named as an additional insured with respect to any liability arising out of work performed by the contractor for the City.
 2. All policies must state thirty (30) days advance written notice will be given to the City of Wilder, KY, in the event of cancellation or material change is in the insurance provided.
 3. A Certificate of Insurance naming the City of Wilder, KY, as certificate holder must be submitted to the City Clerk prior to commencing work under the contract.
19. The contractor shall carry, with an insurance company authorized to transact business in the Commonwealth of Kentucky, a policy that fulfills the legal requirements of all workers' compensation and occupational disease statutes of the Commonwealth of Kentucky.

ASSIGNMENT OF CONTRACT

20. The contractor shall not assign this agreement or any interests therein without the expressed written consent of the City.

ENFORCEABILITY OF CONTRACT

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

COMPLIANCE WITH LABOR LAWS

22. The contractor agrees to comply with all laws and statutes relating to federal wage and hour law requirements, liability insurance, working hours, and provisions against discrimination against any worker because of race, sex, color, creed, age, religion or handicap. The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement and considered to be the City employees, and that no right of civil service; retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, also shall save and hold the City harmless with respect thereto.

CITY LICENSE/PAYROLL TAX

23. The contractor shall obtain, at his own expense, all permits and licenses required by law. The City presently maintains a 2.25 percent payroll tax and requires an occupational license and gross receipts tax provided by Ordinance.

CONTRACT MODIFICATION

24. This agreement may be modified according to law with the written approval of both parties. If any provision of this set of specification or agreement is declared void or illegal, the other provisions shall not be affected, but shall remain in full force and effect.

TERM OF CONTRACT

25. The contract to be awarded shall cover a period of three years effective January 1, 2018, and continuing through December 31, 2020. The City may extend this agreement on a yearly basis for three option years beginning on January 1, 2021, in accordance with the option-year bid. To exercise said option, the City shall notify the contractor in writing via USPS, email or fax 30 days prior to December 31, 2020.

WASTE COLLECTION BID SHEET

1. Please indicate if local and state health and environmental authorities have approved your proposed disposal site or other method of disposal.

Yes x

No

Please enclose a copy of your current permit along with the present life expectancy of the landfill that will be receiving waste as a result of this contract.

2. Please list the amount of coverage that you carry for the following types of insurance.

Workers
Compensation..... \$ See attached certificate

Automobile bodily injury
Liability for each person \$ See attached certificate

Automobile bodily injury
Liability for each accident..... \$ See attached certificate

Automobile property damage
Liability for each accident..... \$ See attached certificate

Automobile medical payment
For each person..... \$ See attached certificate

General liability insurance..... \$ See attached certificate

Umbrella insurance..... \$ See attached certificate

Do you carry employer/contractor liability insurance?

Yes x

No

Do you carry unemployment insurance?

Yes x

No

3. Please list the year, model, and size of your collection vehicles to be used for collection services:

QUANTITY	YEAR/ MODEL	SIZE	DESCRIPTION
<u>See attachment</u>			

4. Bids shall be based on the following present number of collection units within the City of Wilder effective May 2017. Please indicate your bid price per unit per month as follows:

TERM OF BID

January 1, 2018 – December 31, 2020

<u>523 RESIDENTIAL AND OR COMMERCIAL UNITS</u>	<u>PRICE PER UNIT PER MONTH</u>
<u>COST FOR THREE (8) YARD DUMPSTER SERVICE FOR:</u>	<u>\$ 11.97</u>
	<u>COST OF CITY DUMPSTERS</u>

2 NORTH FIRE STATION	<u>\$ No charge</u>
3 FREDERICK'S LANDING	<u>\$ No charge</u>
5 THE PUBLIC WORKS FACILITY	<u>\$ No charge</u>

5. Bid for option year shall be based on the previous year unit costs and shall not exceed the following percentage increase over the previous year.

BID FOR OPTION YEAR

January 1, 2021 – December 31, 2021	<u>4</u> % increase
January 1, 2022 - December 31, 2022	<u>4</u> %increase
January 1, 2023 – December 31, 2023	<u>4</u> %increase

A copy of the City of Wilder map is included to help familiarize bidders with the corporate limits of the City of Wilder. Each bidder is responsible to tour the city to determine the exact scope of services necessary to execute this contract. Changes in units will be added or subtracted to the present number of units serviced as they become occupied or vacated

All bids are to be submitted in sealed envelopes plainly marked: **SEALED BID FOR WASTE COLLECTION AND RECYCLING SERVICE.**

THE CITY OF WILDER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND RE-ADVERTISE FOR THE SAME

CURBSIDE RECYCLING BID

The City of Wilder is interested in continuing to provide a curbside recycling program for the residents of Wilder. This bid is to be considered a separate bid from the waste collection service however, it may be considered in the overall bidding of the solid waste contract. The following specifications shall be used for the purposes of providing a curbside recycling bid.

Collection of recyclable materials shall be made to all residential/business units receiving collection through the city's waste collection contract. Present number of units effective May 2018 is 523.

Collection of recyclable materials shall be picked up on the same day as regular collection.

Contractor shall provide at a minimum one (1) 45- 65-gallon recycling wheeled tote or acceptable alternative for each unit billed to the City. Additional bins may be requested as deemed necessary by the City or Contractor. Contractor shall also provide an 8 yard comingled recycling dumpster on South Street or other designated area for use by condominium and apartment units.

All terms, conditions and required insurance coverage shall be the same as stated in the solid waste bid specifications.

As with the waste collection contract, service will be added or deleted and billed accordingly on a monthly basis as new units are occupied or vacated.

All recyclable's shall be CO-MINGLED in the bin provided by the Contractor and will include the following items:

NEWSPRINT/PHONE BOOKS
GLASS (CLEAR AND COLORED)
ALUMINUM/BI-METAL BEVERAGE CANS
COPPER AND ALUMINUM METALS
STEEL BEVERAGE OR FOOD CONTAINERS
PLASTIC CONTAINERS
CARDBOARD

Additional items may be added to the above list from time to time upon agreement by the Contractor and City.

RECYCLING BID SHEET

TERM OF BID

January 1, 2018 – December 31, 2020

523 RESIDENTIAL
AND OR COMMERCIAL UNITS

PRICE PER UNIT PER MONTH
\$ 3.95

COST FOR ONE (8) YARD
CO MINGLED
RECYCLING DUMPSTER

COST OF CITY RECYCLING DUMPSTER
\$ No charge

Bid for option year shall be based on the previous year unit costs and shall not exceed the following percentage over the previous year.

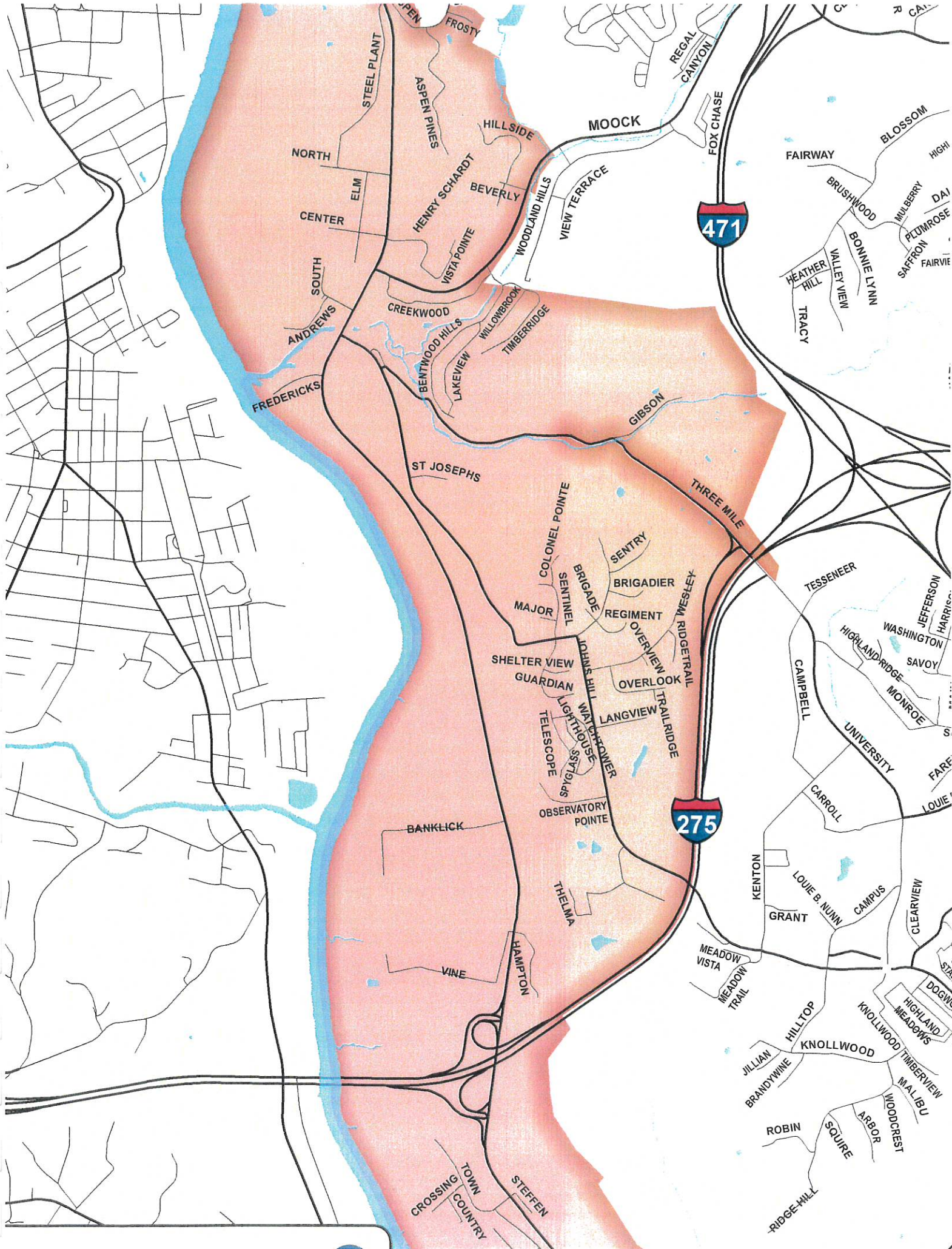
OPTION YEAR

PRICE PER UNIT PER MONTH

January 1, 2021–December 31, 2021
January 1, 2022–December 31, 2022
January 1, 2023–December 31, 2023

4 %increase
4 %increase
4 %increase

**THE CITY OF WILDER RESERVES THE RIGHT TO REJECT ANY AND ALL
BIDS AND RE-ADVERTISE FOR THE SAME**



Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we, Rumpke of Kentucky, Inc., 1095 Hughes Road, Cincinnati, OH 45251, Principal, and Evergreen National Indemnity Company, 6140 Parkland Boulevard, Suite 321, Mayfield Heights, OH 44124-6106, the Surety, are hereby bound unto the City of Wilder, 520 Licking Pike, Wilder, KY 41071, Obligee, in the penal sum of Ten Percent of the Greatest Amount Bid and 00/100 Dollars (\$10% GAB), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal Waste Collection and Recycling Service.

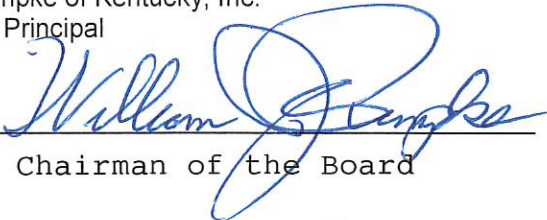
NOW, THEREFORE, the condition of this obligation is that if the Principal shall be awarded the contract and the Obligee shall so notify the Surety, and if within the period specified in the contract, or if no period be specified, within twenty (20) days after the Principal's receipt of notice of award, the Principal enters into a contract and gives bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise, the Principal and the Surety will pay to the Obligee the difference between the Principal's bid and the next lowest bid; or in the event the Obligee does not award the contract and resubmit the project for bidding, the Principal and the Surety will pay the Obligee an amount equal to the costs of the resubmission including the printing of new contract documents, and advertising, printing, and mailing notices to prospective bidders; but in no event shall the liability hereunder exceed the penal sum hereof; nor shall the Surety be obligated to give a bond for performance.

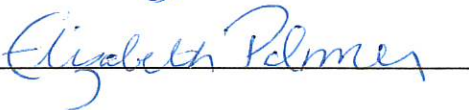
If the Obligee makes no award within Ninety (90) days of the execution date hereof, then this bond shall be null and void unless extended by written consent of Surety.

No liability of the Surety shall arise hereunder unless and until the Obligee delivers written notice of a claim to the Surety within fifteen (15) days after the alleged breach giving rise to such claim; and no suit under this bond by or for the benefit of the Obligee may be instituted sooner than thirty (30) days or later than ninety (90) days after the Surety receives such notice.

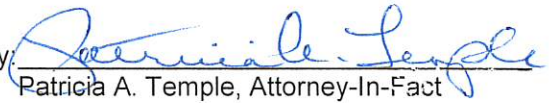
Signed, sealed and executed this 9th day of June, 2017.

Rumpke of Kentucky, Inc.
Principal

By: 
Chairman of the Board

Witness: 

Evergreen National Indemnity Company
Surety

By: 
Patricia A. Temple, Attorney-In-Fact

Witness: 
Hilarie Frankenberry

EVERGREEN NATIONAL INDEMNITY COMPANY
MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

POWER NO. **868716**

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Patricia A. Temple

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of December, 2014.

EVERGREEN NATIONAL INDEMNITY COMPANY



Matthew T. Tucker

By: _____
Matthew T. Tucker, President

David A. Canzone

By: _____
David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of December, 2014, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of 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 signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution 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 Cleveland, Ohio, the day and year above written.



PENNY M HAMM
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
04-04-2022

Penny M. Hamm

Penny M. Hamm, Notary Public
My Commission Expires April 4, 2022

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force 9th day of June, 2017.



Wan C. Collier

Wan C. Collier, Secretary



BRENTON C. JONES

GOVERNOR

OFFICE OF THE COMMISSIONER
OF INSURANCE

Amended

CERTIFICATE OF AUTHORITY

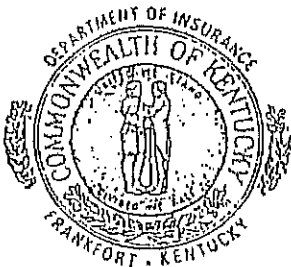
Satisfactory evidence has been furnished to me showing that

EVERGREEN NATIONAL INDEMNITY COMPANY

organized in the State of **OHIO**, and having its principal office at **COLUMBUS, OHIO**

is in sound and solvent condition and has fully complied with all the provisions of the Insurance Laws of the Commonwealth of Kentucky that are applicable thereto. Now therefore, as Commissioner of Insurance of the Commonwealth of Kentucky and pursuant to the authority vested in me by the laws of this Commonwealth, I do hereby authorize the said insurance company to transact the business of **MULTIPLE LINE INSURANCE**

in this Commonwealth for the period beginning on the date shown below and to continue in force as long as the insurer is entitled thereto.



Don W. Stephens

Commissioner of Insurance.

This Certificate of Authority shall, at all times, be the property of the State of Kentucky, and upon any expiration, suspension, revocation, or termination thereof, the insurer shall promptly deliver this Certificate to the Commissioner.

CERTIFICATE NO. 36-2467238 DATE December 30, 1993



Evergreen National Indemnity Company
Certificate
2016

The following financial information was excerpted from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.

STATEMENT OF INCOME

Direct Written Premium	\$ 33,714,036
Reinsurance Assumed	2,789,272
Reinsurance Ceded	(24,454,464)
Net Written Premium	12,048,844
Change in Unearned	(401,824)
Net Earned Premium	11,647,020
Losses & LAE Incurred	654,577
Net Commission Expense	5,085,125
Other Expenses	3,411,123
Underwriting Gain/ (Loss)	2,496,195
Net Investment Income	1,508,030
Net Realized Capital Gains (Loss)	(776,611)
Other Income/ (Expense)	1,137
Income Before FIT	3,228,751
Federal Income Tax	1,223,153
Net Income	2,005,598

BALANCE SHEET

<u>Assets</u>	
Invested Assets	45,092,775
Agent's Balances (net of Reins.)	1,590,276
Reinsurance Recoverable	140,297
Other Assets	728,159
Total Assets	47,551,507
<u>Liabilities & Surplus</u>	
Unearned Premium Reserve	5,392,890
Loss & LAE Reserves	4,289,053
Ceded Reinsurance Payable	2,686,913
Other Liabilities	1,899,431
Total Liabilities	14,268,287
Surplus	33,283,220
Total Liabilities & Surplus	47,551,507

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2016.



David A. Canzone, Treasurer



Waste & Recycling Services

STATEMENT OF QUALIFICATIONS

OUR STORY

Rumpke Consolidated Companies, Inc. is one of the largest waste and recycling firms in the United States. The company began in 1932, when William F. Rumpke operated a coal and junkyard business in Carthage, Ohio, which later morphed into a hog farm. William, with the help from his brother Bernard collected garbage from business owners to feed their large hog stock. As the years passed, William and Bernard converted their hog farm into a trash collection business and created the company's first landfill. Today, the company is managed by William Rumpke's grandson, William Rumpke Jr., along with other family members, an outside board of directors and a corporate team of managers.

Over the years, Rumpke has increased its service area to become the third largest, privately-owned waste hauler and the 10th overall largest waste hauler in the nation, serving hundreds of thousands of residential, commercial and industrial customers throughout the United States.

Rumpke continues to grow through acquisitions, organic opportunities and investments in technology. Today, the company owns or operates 11 landfills, 18 transfer stations and 10 recycling centers serving customers throughout Ohio, Kentucky, Indiana and West Virginia.

With a fleet of more than 1,400 hauling vehicles (1,800 total vehicles) and a workforce of approximately 2,600 employees, Rumpke is a leader in solid waste solutions. After more than 80 years, Rumpke remains a strong player in the industry, serving more than 1.4 million residential and commercial customers, and over 370 municipal contracts daily.

One of Rumpke's other divisions, The William-Thomas Group, also services national accounts using a nationwide network of nearly 5,000 waste haulers.

Rumpke's first landfill is one of the largest Sub-Title D landfills in the United States, accepting up to 10,000 tons of trash daily. The landfill is located in Colerain Township (near Cincinnati), and serves as the company's corporate headquarters. Rumpke also owns or operates the following landfills:

- Bartholomew County Landfill (Columbus, Indiana)
- Beech Hollow Landfill (Wellston, Ohio)
- Bond Road Landfill (near Cincinnati)
- Brown County Landfill (Georgetown, Ohio)
- Jackson County Landfill (Medora, Indiana)
- Montgomery County Landfill (Mt. Sterling, Kentucky)
- New Baltimore Landfill (New Baltimore, Ohio)
- Pendleton County Landfill (Butler, Kentucky)
- Pike Sanitation Landfill (Waverly, Ohio)
- Noble Road Landfill (Shiloh, Ohio)



Waste & Recycling Services

STATEMENT OF QUALIFICATIONS

COMMITMENT TO SUSTAINABILITY

Rumpke's first recycling location was established in 1941 in Southwestern Ohio. The operation was primitive compared to today's recycling technologies, and consisted mostly of manual sorting.

In 1989, Rumpke purchased a recycling operation in Pickaway County, Ohio. This purchase—which marked the start of Rumpke's official recycling division—was followed by a second site in Cincinnati in 1991. Dual-stream facilities opened in Columbus and Dayton, Ohio, Louisville and Ashland, Kentucky and in Indianapolis, Indiana throughout the 1990s. The facilities met a critical demand for communities seeking to divert material from landfills.

As the recycling industry grew, Rumpke remained at the forefront and continued investing in the latest technologies. Today, Rumpke provides the regional framework necessary to serve residential, commercial and industrial customers.

Rumpke owns and operates three of the most advanced recycling facilities in the nation, including a newly upgraded facility in Columbus, Ohio, a glass processing site in Dayton, Ohio, and a \$32 million facility in Cincinnati, Ohio, capable of sorting more than 100,000 pounds of recyclables per hour. These newly updated and advanced facilities make Rumpke a regional recycling leader.

Via positive negotiations, Rumpke has secured long-term marketing agreements with manufacturers that purchase recyclables for use as raw materials and therefore has ensured the best recycling opportunities for its customers.

Rumpke offers complete environmental solutions including much more than earth-friendly disposal and recycling services. Rumpke services also include composting, construction recycling and e-waste and universal waste hauling options for recycling.

Rumpke is even making a difference at its landfills. At Rumpke Sanitary Landfill, near Cincinnati, the company recovers landfill gas and converts it into natural gas energy for up to 25,000 homes. The operation is the largest landfill gas to direct pipeline energy system in the world, and it's been in operation since 1986.

Rumpke also works to make sustainability common practice throughout company operations by educating employees and implementing practices to conserve water, construction materials and fuel. Today, Rumpke recycles 2.5 million tires annually, using them as drainage layers or separation barriers for landfills. In 2011, the firm opened slow fueling compressed natural gas filling stations and began a pilot program to run garbage trucks on green energy. Today, Rumpke's compressed natural gas fleet has grown to 40 plus vehicles.

Rumpke is also a leader in transparency, community outreach and education. More than 10,000 visitors tour Rumpke sites each year to learn more about proper waste and recycling practices and environmental protection. The firm offers presentations and hosts open houses to teach the public about the components of a complete environmental solution.



Waste & Recycling Services

STATEMENT OF QUALIFICATIONS

COMPLIANCE

Rumpke's Engineering and Environmental Affairs Division oversees landfill regulatory compliance, environmental monitoring, planning and design, and construction management. Rumpke's engineers, environmental scientists and technicians work with consultants to meet or exceed all compliance standards set forth by local, state and federal regulators.

STAYING SAFE

Safety is a top priority at Rumpke. Rumpke and its divisions employ a Corporate Safety Department with members working throughout Rumpke's service regions. The safety team consists of Department of Transportation (DOT), Occupational Safety and Health Administration (OSHA) and Loss Control departments, as well as site safety supervisors. Beyond conducting compliance and safety audits, the team presents continuing education opportunities for all Rumpke employees.

Monthly "tool box talks" highlight seasonal safety issues, and throughout the year specialized courses are developed and implemented. Techniques are learned, practiced, observed and evaluated for continuous improvement.

Rumpke divisions strive to comply with all OSHA, DOT, EPA and other regulatory agencies. Each manager and supervisor is required to attend the OSHA 30-hour voluntary outreach program. Employees attend new hire, annual and in-service safety and health training for the tasks they are assigned to perform.

Safety is a primary component of the Rumpke culture internally as well as externally. The National Waste and Recycling Association recently partnered with the National Institute for Occupational Safety and Health (NIOSH) and the U.S. Department of Health and Human Services (HHS), to develop driver safety communications based on Rumpke's public awareness campaign, "Slow Down To Get Around."

Rumpke initiated the "Slow Down" campaign in 2004, following two accidents in one week in which waste collection drivers were struck by passing motorists. The team developed public service announcements, truck decals and other promotional materials. To date, more than 300 municipalities and firms world-wide have adopted the campaign including Cincinnati, New York and many others.

STRONG FOUNDATION PROVIDES BEST SERVICE AND BEST PRACTICE

The Rumpke family's involvement, a well-trained and qualified staff, and the best technology available combine to ensure a wonderful experience for customers. Rumpke's commitment to providing the best service available at a fair price is an advantage that encourages customers such as Kroger Retail, Distribution & Manufacturing, Procter & Gamble, Duke Energy Corp., Columbus Blue Jackets, Cincinnati Reds, Yum Brands, U.S. Postal Service and Home City Ice to count on Rumpke to manage all of their waste and recycling needs.



Waste & Recycling Services

STATEMENT OF QUALIFICATIONS

RUMPKE'S BUTLER DISTRICT

Background: Rumpke's Butler District (1374 Bryan-Griffin Rd., Butler, KY 41006) includes:

- Pendleton County Landfill
- Landfill gas to electricity plant
- Hauling operation
- Administrative offices (Butler, Kentucky and Alexandria, Kentucky)
- Maintenance shop

Equipment: Nearly 100 trucks, including roll off, front load and rear load for both waste and recycling collection.

Employment: About 150 employees including drivers, equipment operators, mechanics, general laborers, commercial and municipal sales representatives, managers and administrative personnel.

Service Offerings: Rumpke's Butler District offers comprehensive waste removal, disposal and recycling options to residential, commercial and industrial customers.

Services include municipal solid waste removal and disposal, roll off containers, commercial containers, a full line of compactors and residential and commercial recycling collection where available.

Additionally, Rumpke offers portable restroom rentals and tire collection and recycling.

Service Territory: Rumpke's Butler District provides service to communities and businesses in the following Kentucky counties:

- Boone
- Campbell
- Harrison
- Pendleton
- Bracken
- Grant
- Kenton

Municipal Contracts: The Butler District provides contracted residential waste removal services, curbside recycling and drop-off box recycling programs for 26 municipalities and solid waste districts within its service footprint.

Key Personnel: Key management personnel for Rumpke's Butler District include the following:

- Greg Beamer, Regional Vice-President
- Steve Sargent, Director of Recycling
- Drew Watson, Municipal/Public Sector Representative
- Gary Lederer, Operations Manager
- Gene Hillard, Recycling Hauling Manager
- Brad Dunn, Recycling Operations Manager
- Jim Hext, Landfill Operations Manager



Waste & Recycling Services

RECYCLING OPERATIONS

RUMPKE: A LEADER IN RECYCLING



As a leader in the recycling industry, Rumpke processes more than 700 million pounds of recycling each year. Rumpke has made a long-term commitment to recycling. Through aggressive negotiations, Rumpke has secured long-term guaranteed marketing agreements and long-standing relationships with key consumers in the recycling industry.

Since 2009, Rumpke has invested more than \$60 million to upgrade its recycling facilities with some of the most advanced sorting technology available.

Rumpke has one of the largest existing infrastructures in the region for collecting, processing and marketing recyclable material. Rumpke operates a network of 8 recycling facilities throughout Ohio and Kentucky.

CINCINNATI MATERIAL RECOVERY FACILITY (5535 VINE STREET, CINCINNATI)

- Established in 1991
- The plant was upgraded in 2001 to incorporate single-stream technology. The plant again underwent renovations in 2009 to incorporate optical scanning technology.
- The plant was destroyed in 2012 by a devastating fire. Rumpke reopened the facility in 2013.
- Rumpke's new Cincinnati recycling facility was a \$32 million investment. The 100,000 square foot facility houses technology capable of sorting more than 55 tons of recyclables every hour. In all the system, designed by Machinex has the potential to process two million pounds of material, daily.



COLUMBUS, OHIO, MATERIAL RECOVERY FACILITY (1191 FIELDS AVENUE, COLUMBUS)

- Single stream (Commingled) recycling- paper, metal cans, plastic bottles, glass, cartons
- Upgraded in 2011
- 30 tons per hour throughput
- Processes single stream materials coming from spokes Mansfield, Circleville, Ironton & Chillicothe
- Processes recyclable materials coming from commercial/industrial accounts and from solid waste districts.





Waste & Recycling Services

RECYCLING OPERATIONS

CHILLICOTHE, OHIO, BUY BACK CENTER (990 EASTERN AVENUE, CHILLICOTHE)

- Purchases ferrous and non-ferrous scrap steel and vehicle batteries from the general public
- The only Rumpke facility that accepts whole cars for recycling
- Spoke for single stream recycling collection

RICHLAND COUNTY TRANSFER STATION (621 NEWMAN STREET, MANSFIELD)

- Handles cardboard, sorted office paper, industrial plastics, gaylord boxes
- Spoke for single stream collection
- Single stream materials are hauled to Rumpke Columbus for final processing

DAYTON, OHIO, RECYCLING FACILITY AND BUY BACK (1300 E MONUMENT AVENUE, DAYTON)

- Buys ferrous and non-ferrous metals from general public
- Accepts residential recycling materials
- Works with printing and automotive companies to process recyclable materials (source separated)
- Provides single stream recyclables for Cincinnati MRF



DAYTON, OHIO, GLASS PROCESSING FACILITY

- Processes mixed broken curbside and drop off glass into a raw material for fiberglass and bottle manufacturing applications

LOUISVILLE, KENTUCKY, RECYCLING FACILITY (1101 W OAK STREET, LOUISVILLE)

- Works with printing and automotive companies to process recyclable materials (source separated)
- Provides single stream recyclables for Cincinnati MRF
- Serves a large portion of Southwestern Kentucky and Southern Indiana





Waste & Recycling Services

RECYCLING OPERATIONS

TIRE RECYCLING FACILITY (3851 SOUTH STREET, HAMILTON)

- Located outside of Hamilton, Ohio
- Rumpke partners with local companies and municipalities within and beyond Rumpke's four-state service region to help with tire clean-ups and general tire disposal needs. During the busiest days 35-65 tons of tires will be transported to the facility for processing.
- The facility is able to process 10-12 tons per hour (or about 10,000-12,000 automobile tires a day) and typically runs six days a week.



Waste & Recycling Services

CURBSIDE RECYCLING

A LEADER IN RECYCLING

As a recycling leader, Rumpke processes more than 700 million pounds of recycling each year. Curbside recycling is one of the most effective ways to reduce the amount of trash a community landfills. Rumpke partners with hundreds of communities – large and small – for curbside recycling. Rumpke tailors our programs to fit your residents' needs.



BENEFITS OF CURBSIDE RECYCLING

- **Ease & Convenience:** Residents simply mix recyclables together and place the container at curb for collection. Rumpke takes care of the rest.
- **Less Trash:** Recycling helps conserve landfill spaces. Studies show that more than half of trash entering landfills could be recycled
- **More Resources:** Recyclables are used as raw materials for new products that help stimulate our economy. It supports businesses and industries across the region.
- **Community Pride:** With curbside recycling, neighbors see each other making a positive difference in their community. More people recycle because others around them are recycling.

HOW CURBSIDE RECYCLING WORKS

1. **Containers:** Rumpke offers an attractive 65-gallon container for residential recycling collection. Other size containers may be available.
2. **Collection:** Residents mix all acceptable recyclables in a single container and place it at the curb. Rumpke collects the mixed recycling in a single truck. The collected recyclables are taken to a regional recycling facility for sorting and processing.
3. **Sorting & Processing:** Rumpke uses single stream recycling technology to sort mixed recyclables by type. Rumpke's network of regional recycling centers feature the latest recycling technology including optional scanners and electromagnets to skillfully sort material by type.
4. **End-Users:** Rumpke maintains a network of manufacturers that turn material into new products. For example:
 - Cardboard → Cardboard
 - Mixed paper → Paperboard (cereal/snack boxes)
 - Newspaper → Newspaper & paperboard
 - Aluminum Cans → Aluminum cans
 - Plastic Bottles → Irrigation pipe & strapping tape
 - Steel Cans → New steel products
 - Cartons → Tissues and office paper
 - Glass Bottles → Fiberglass insulation & glass bottles

What You Can Recycle

PAPER



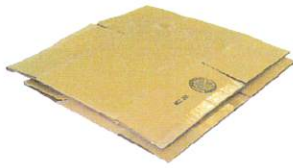
Office paper,
junk mail, folders



Magazines, catalogs and
telephone books



Newspaper, including inserts



Cardboard
(flattened to fit in your bin or cart)



Paperboard



Clean Pizza Boxes

PLASTIC BOTTLES & JUGS



CARTONS



(caps and straws removed)

METALS



Aluminum cans, steel & tin cans

GLASS BOTTLES & JARS



(any color)

UNACCEPTABLE MATERIALS

- Plastic bags
- Styrofoam
- Medical sharps or syringes
- Window or drinking glass
- Coat hangers or scrap metal
- Plastics that are not bottles or jugs

RUMPKE



LIST OF EQUIPMENT
RUMPKE'S BUTLER, KENTUCKY AND ST. BERNARD, OHIO FACILITIES

Domicile	Vehicle Number	Year	Description	LOB	License
40700	81179	2004	2004 MACK MR688S FL	FRONT LOAD	PVT9064
40700	81316	2005	2005 MACK MR688S FL	FRONT LOAD	PVD7768
40700	81399	2005	2005 MACK MR688S FL	FRONT LOAD	PVE9811
40700	81815	2008	2008 AUTOCAR WX64 FL	FRONT LOAD	PWC6827
40700	81845	2008	2008 AUTOCAR WX64 FL	FRONT LOAD	PWC4077
40700	82038	2009	2009 MACK MRU613 FRONTLOADER	FRONT LOAD	PVX3640
40700	82039	2009	2009 MACK MRU613 FRONTLOADER	FRONT LOAD	PVM1295
40700	82040	2009	2009 MACK MRU613 FRONTLOADER	FRONT LOAD	PVM1296
40700	82517	2011	2011 MACK MRU613 FRONTLOADER	FRONT LOAD	PVQ6584
40700	82750	2012	2012 MACK MRU613 FRONTLOADER	FRONT LOAD	PWC4078
40700	82754	2012	2012 MACK MRU613 FRONTLOADER	FRONT LOAD	PVS2054
40700	82899	2013	2013 MACK MRU613 FRONTLOADER	FRONT LOAD	PWB3832
40700	83247	2014	2014 MACK MRU613 FRONTLOADER	FRONT LOAD	PVX3472
40700	83571	2015	2015 MACK MRU613 FRONT LOADER	FRONT LOAD	PWB1030
40700	83614	2016	2016 MACK MRU613 FRONT LOADER	FRONT LOAD	PWB2818
40700	83620	2016	2016 MACK MRU613 FRONT LOADER	FRONT LOAD	PWB2819
40700	83816	2016	2016 MACK MRU613 FRONT LOADER	FRONT LOAD	PWD6290
180530	80199	1999	1999 IH4900 TANDEM RL	REAR LOAD	PFE8623
180530	80201	1999	1999 IH4900 TANDEM RL	REAR LOAD	PGD8997
180530	80247	1999	1999 IH4900 TANDEM RL	REAR LOAD	PVJ6721
40700	80283	1999	1999 IH4900 TANDEM RL	REAR LOAD	PVK2630
40700	80328	1999	1999 IH4900 TANDEM RL	REAR LOAD	PVZ5049
180530	80339	1999	1999 IH4900 TANDEM RL	REAR LOAD	PWC6831
180530	80374	1999	1999 IH4900 TANDEM RL	REAR LOAD	PVM9025
40700	80418	1999	1999 IH4900 TANDEM RL	REAR LOAD	PVK2632
40700	80421	1999	1999 IH4900 TANDEM RL	REAR LOAD	PVK2633
40700	80423	1999	1999 IH4900 TANDEM RL	REAR LOAD	PVF7612
180530	80484	1995	1995 IH SA REAR LOADER	REAR LOAD	PJJ2869
40700	80514	2000	2000 IH4900 TANDEM RL	REAR LOAD	PVK2635
40700	80515	2000	2000 IH4900 TANDEM RL	REAR LOAD	PVX3639
180530	80532	2000	2000 IH4900 TANDEM RL	REAR LOAD	PVM9027
180530	80545	2000	2000 IH4900 TANDEM RL	REAR LOAD	PGN7874
180530	80604	2000	2000 IH4900 TANDEM RL	REAR LOAD	PVZ5815
40700	80621	2000	2000 IH4900 TANDEM RL	REAR LOAD	PVK2638
180530	80649	2000	2000 IH4900 TANDEM RL	REAR LOAD	PWC6838
180530	80665	2000	2000 IH4900 TANDEM RL	REAR LOAD	PVM9030
180530	80676	2000	2000 IH4900 TANDEM RL	REAR LOAD	PFE8689
180530	80683	2000	2000 IH4900 TANDEM RL	REAR LOAD	PVR7765
180530	80722	2000	2000 IH4900 TANDEM RL	REAR LOAD	PVS2304
180530	80751	2000	2000 IH4900 TANDEM RL	REAR LOAD	PWE7433
180530	80759	2000	2000 IH4900 TANDEM RL	REAR LOAD	PVR7766
180530	80822	2000	2000 IH4900 TANDEM RL	REAR LOAD	PVX3893
40700	80838	2001	2001 IH4900 TANDEM RL	REAR LOAD	PVK2639
40700	80857	2001	2001 IH4900 TANDEM RL	REAR LOAD	PVK2643
40700	81103	2003	2003 IH7400 TAN RL STD CAB	REAR LOAD	PVH7257
180530	81153	1992	1992 IH4700 VAN BODY TRUCK	REAR LOAD	PVD9075
40700	81196	2004	2004 IH7400 TAN RL W/TAG AXLE	REAR LOAD	PVA9864
40700	81365	2005	2005 IH7400 TAN RL W/TAG AXLE	REAR LOAD	PVE7410
40700	81369	2004	2004 IH7400 TAN RL STD CAB	REAR LOAD	PVE7414

Domicile	Vehicle Number	Year	Description	LOB	License
180530	81373	2005	2005 IH4300 MINIMAX 14 YD	REAR LOAD	PEZ4088
180530	81374	2005	2005 IH4300 MINIMAX 14 YD	REAR LOAD	PEZ4089
180530	81382	2004	2004 FREIGHTLINER SA RL	REAR LOAD	PVE8895
40700	81391	2005	2005 IH7400 TAN RL W/TAG AXLE	REAR LOAD	PVE8466
180530	81425	2005	2005 IH4300 MINIMAX 14 YD	REAR LOAD	PFE8528
40700	81434	2006	2006 IH7400 TAN RL W/TAG AXLE	REAR LOAD	PVF1470
180530	81456	2006	2006 IH4300 MINIMAX 14 YD	REAR LOAD	PFE8591
180530	81558	2006	2006 CHEV C3500 SER TRK 1 TON	REAR LOAD	PFN6710
180530	81648	2007	2007 IH4300 MINIMAX 14 YD	REAR LOAD	PFN6887
180530	81649	2007	2007 IH4300 MINIMAX 14 YD	REAR LOAD	PFN6886
180530	81667	2007	2007 IH4300 MINIMAX 14 YD	REAR LOAD	PFS7083
180530	81715	2007	2007 IH4300 MINIMAX 14 YD	REAR LOAD	PGY1457
180530	81724	2007	2007 IH4300 MINIMAX 14 YD	REAR LOAD	PFT8729
180530	81791	2007	2007 IH4300 MINIMAX 14 YD	REAR LOAD	PFX6368
180530	81798	2007	2007 IH4300 MINIMAX 14 YD	REAR LOAD	PFX6392
40700	81807	2006	2006 IH7400 TAN RL W/TAG AXLE	REAR LOAD	PVK3154
180530	81873	2006	2006 IH4300 MINIMAX 14 YD	REAR LOAD	PGF2853
180530	81874	2006	2006 IH4300 MINIMAX 14 YD	REAR LOAD	PGF2854
180530	81888	2008	2008 CHEV K2500 PU 3/4 TON	REAR LOAD	PGF2856
180530	81952	2009	2009 AUTOCAR 28YD RECY SIDLOAD	REAR LOAD	PGL3269
180530	81953	2009	2009 AUTOCAR 28YD RECY SIDLOAD	REAR LOAD	PGL3270
40700	82001	2009	2009 IH7400 TAN RL W/TAG AXLE	REAR LOAD	PVL8799
180530	82034	2009	2009 IH7400 TAN RL W/TAG AXLE	REAR LOAD	PVS5139
40700	82041	2010	2010 MACK LEU613 RESI FL	REAR LOAD	PVU4741
40700	82042	2010	2010 MACK LEU613 RESI FL	REAR LOAD	PVM1298
40700	82047	2009	CUROTTO-CAN 4 CUBIC YD	REAR LOAD	
40700	82082	2009	CUROTTO-CAN 4 CUBIC YD	REAR LOAD	
180530	82097	2009	2009 IH7400 SA RL W/PUSH AXLE	REAR LOAD	PVM9155
180530	82098	2009	2009 IH7400 SA RL W/PUSH AXLE	REAR LOAD	PVM9156
180530	82107	2009	2009 IH7400 SA RL W/PUSH AXLE	REAR LOAD	PGQ7698
180530	82108	2009	2009 IH7400 SA RL W/PUSH AXLE	REAR LOAD	PVM9157
180530	82109	2009	2009 IH7400 SA RL W/PUSH AXLE	REAR LOAD	PGQ7697
180530	82112	2009	2009 IH7400 SA RL W/PUSH AXLE	REAR LOAD	PGQ7707
180530	82113	2009	2009 IH7400 SA RL W/PUSH AXLE	REAR LOAD	PVM9158
180530	82114	2009	2009 IH7400 SA RL W/PUSH AXLE	REAR LOAD	PGQ7705
180530	82115	2009	2009 IH7400 SA RL W/PUSH AXLE	REAR LOAD	PWC6853
180530	82119	2009	2009 IH7400 SA RL W/PUSH AXLE	REAR LOAD	PVM9159
40700	82134	2009	2009 IH7400 TAN RL W/TAG AXLE	REAR LOAD	PVM8691
180530	82192	2009	2009 IH7400 TAN RL W/TAG AXLE	REAR LOAD	PVM9160
40700	82321	2010	2010 IH7400 TAN RL W/TAG AXLE	REAR LOAD	PVM6008
40700	82341	2010	2010 IH7400 TAN RL W/TAG AXLE	REAR LOAD	PVN6637
40700	82369	2011	2011 MACK LEU613 RESI FL	REAR LOAD	PWD9058
180530	82378	2010	2010 CHEV K2500HD PU 3/4 TON	REAR LOAD	PHE1047
180530	82379	2010	2010 CHEV K2500HD PU 3/4 TON	REAR LOAD	PHE1032
180530	82397	2011	2011 IH7400 SA RL	REAR LOAD	PHE7530
180530	82399	2011	2011 IH7400 20YD RECY SIDELOAD	REAR LOAD	PHE7532
180530	82410	2010	2010 MACK FULLY AUTO SL 28YD	REAR LOAD	PHF4138
180530	82412	2010	2010 MACK FULLY AUTO SL 28YD	REAR LOAD	PJR3623
180530	82413	2011	2011 IH7400 20YD RECY SIDELOAD	REAR LOAD	PHE7545
180530	82414	2011	2011 IH7400 20YD RECY SIDELOAD	REAR LOAD	PHE7546
180530	82415	2011	2011 IH7400 20YD RECY SIDELOAD	REAR LOAD	PHE7547

Domicile	Vehicle Number	Year	Description	LOB	License
180530	82416	2011	2011 IH7400 20YD RECY SIDELOAD	REAR LOAD	PHE7548
180530	82421	2011	2011 IH7400 20YD RECY SIDELOAD	REAR LOAD	PHF4139
180530	82422	2011	2011 IH7400 20YD RECY SIDELOAD	REAR LOAD	PVS5140
180530	82426	2011	2011 IH7400 20YD RECY SIDELOAD	REAR LOAD	PHY4828
180530	82427	2011	2011 IH7400 20YD RECY SIDELOAD	REAR LOAD	PHF4154
180530	82437	2011	2011 IH7400 20YD RECY SIDELOAD	REAR LOAD	PGR7806
40700	82442	2011	2011 IH7400 TAN RL W/TAG AXLE	REAR LOAD	PVP6433
180530	82518	2011	2011 IH7400 20YD RECY SIDELOAD	REAR LOAD	PWE7440
180530	82519	2011	2011 IH7400 20YD RECY SIDELOAD	REAR LOAD	PGR7890
180530	82520	2011	2011 IH7400 20YD RECY SIDELOAD	REAR LOAD	PGR7896
180530	82541	2011	2011 IH7400 20YD RECY SIDELOAD	REAR LOAD	PGR7898
180530	82542	2011	2011 IH7400 20YD RECY SIDELOAD	REAR LOAD	PGR7899
180530	82604	2011	2011 CHEV K1500 PU 1/2 TON	REAR LOAD	PGV6935
180530	82652	2011	2011 IH7400 20YD RECY SIDELOAD	REAR LOAD	PGU8594
180530	82654	2011	2011 IH7400 20YD RECY SIDELOAD	REAR LOAD	PGU8595
180530	82656	2011	2011 IH7400 20YD RECY SIDELOAD	REAR LOAD	PVS5141
180530	82657	2011	2011 IH7400 20YD RECY SIDELOAD	REAR LOAD	PVS5142
180530	82658	2011	2011 IH7400 20YD RECY SIDELOAD	REAR LOAD	PHJ3732
180530	82660	2011	2011 IH7400 20YD RECY SIDELOAD	REAR LOAD	PHJ3733
180530	82666	2011	2011 IH7400 20YD RECY SIDELOAD	REAR LOAD	PHJ3954
180530	82721	2011	2011 CHEV K1500 PU 1/2 TON	REAR LOAD	PHH7354
40700	82730	2011	2011 IH7400 TAN RL W/TAG AXLE	REAR LOAD	PVR7356
40700	82758	2012	2012 IH7400 TAN RL W/TAG AXLE	REAR LOAD	PVS2055
180530	82830	2013	2013 MACK 28YD RECY SIDLOADER	REAR LOAD	PVT5174
180530	82831	2013	2013 MACK 28YD RECY SIDLOADER	REAR LOAD	PWC6857
180530	82832	2013	2013 MACK 28YD RECY SIDLOADER	REAR LOAD	PHP8877
180530	82865	2013	2013 MACK 28YD RECY SIDLOADER	REAR LOAD	PHP8893
40700	82882	2013	2013 MACK FULLY AUTO SL 28YD	REAR LOAD	PVT6963
40700	82883	2013	2013 IH7400 TAN RL W/TAG AXLE	REAR LOAD	PVT6875
40700	82887	2013	2013 MACK FULLY AUTO SL 28YD	REAR LOAD	PVT6964
180530	82913	2013	2013 MACK 28YD RECY SIDLOADER	REAR LOAD	PHR6924
180530	82914	2013	2013 MACK 28YD RECY SIDLOADER	REAR LOAD	PHR6925
40700	82934	2012	2012 MACK LEU613 RESI FL	REAR LOAD	PVT8405
40700	82939	2012	CUROTTO-CAN 4 CUBIC YD	REAR LOAD	
40700	83097	2014	2014 IH7400 TAN RL W/TAG AXLE	REAR LOAD	PVV2123
180530	83099	1997	1997 CHEVY FB6 DELIVERY BOX TK	REAR LOAD	PID5119
180530	83116	2014	2014 IH4300 SARL 6YD 4X2	REAR LOAD	PID5144
40700	83226	2014	2014 IH7400 TAN RL W/TAG AXLE	REAR LOAD	PVX3467
40700	83243	2014	2014 IH7400 TAN RL W/TAG AXLE	REAR LOAD	PVX3221
180530	83244	2014	2014 IH7400 20YD RECY SIDELOAD	REAR LOAD	PVX3222
180530	83266	2014	2014 IH7400 20YD RECY SIDELOAD	REAR LOAD	PVX4099
40700	83362	2014	2014 IH7400 TAN RL W/TAG AXLE	REAR LOAD	PWB3646
180530	83378	2015	2015 MACK 28YD RECY SIDLOADER	REAR LOAD	PVY5438
180530	83390	2015	2015 MACK 28YD RECY SIDLOADER	REAR LOAD	PVY5969
180530	83391	2015	2015 MACK 28YD RECY SIDLOADER	REAR LOAD	PVY5970
180530	83467	2015	2015 IH7400 SARL W/PUSH AXLE	REAR LOAD	PVZ2343
40700	83475	2014	2014 IH7400 TAN RL W/TAG AXLE	REAR LOAD	PVZ3208
180530	83493	2015	2015 IH7400 SARL W/PUSH AXLE	REAR LOAD	PVZ6505
180530	83505	2015	2015 IH7400 SARL W/PUSH AXLE	REAR LOAD	PVZ5048
180530	83515	2015	2015 IH7400 SARL W/PUSH AXLE	REAR LOAD	PWA1231
180530	83545	2015	2015 CHEVY 1500 PICKUP-SC	REAR LOAD	PIX5406



Bureau of Workers' Compensation

30W. Spring St.
Columbus, OH 43215-2266

Governor John R. Kasich
Administrator/CEO Sarah D. Morrison

www.bwc.ohio.gov
1-800-644-6292

CERTIFICATE OF EMPLOYER'S RIGHT TO PAY COMPENSATION DIRECTLY

To be posted in employer's place or places of employment in compliance with Sec. 4123.83 of the Ohio Revised Code. Any employer requiring more than one copy of this certificate, may reproduce as many copies of the certificate (without any alterations or changes) as required.

Policy No. & Employer 20005522 RUMPKE CONSOLIDATED COMPANIES, INC. 10795 HUGHES RD CINCINNATI, OH 45251	Period Specified Below <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; border-bottom: 1px solid black;">1st</td> <td style="text-align: center; border-bottom: 1px solid black;">DAY OF</td> <td style="text-align: center; border-bottom: 1px solid black;">July 2016</td> </tr> <tr> <td style="text-align: center; border-bottom: 1px solid black;">1st</td> <td style="text-align: center; border-bottom: 1px solid black;">DAY OF</td> <td style="text-align: center; border-bottom: 1px solid black;">July 2017</td> </tr> </table>	1st	DAY OF	July 2016	1st	DAY OF	July 2017
1st	DAY OF	July 2016					
1st	DAY OF	July 2017					

Subs

- 20005522-1 RUMPKE OF NORTHERN OHIO, INC.
- 20005522-2 RUMPKE SANITARY LANDFILL, INC.
- 20005522-3 RUMPKE TRANSPORTATION COMPANY, LLC
- 20005522-4 RUMPKE OF OHIO, INC.
- 20005522-5 RUMPKE WASTE, INC.
- 20005522-6 WILLIAM THOMAS GROUP, INC.

THIS IS TO CERTIFY that on date hereof the above named employer having met the requirements provided in Section 4123.35 of the Ohio Revised Code has been granted authority by the administrator to pay compensation directly to its injured or dependents of killed employees as provided in said Section for the period above set forth.

Sarah Morrison
Administrator/CEO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/05/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 525 VINE STREET, SUITE 1800 CINCINNATI, OH 45202 Attn: cincinnati.certrequest@marsh.com 337563-STND-GAWUP-16-17 RUMKY	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED RUMPKE OF KENTUCKY, INC. 10795 HUGHES ROAD CINCINNATI, OH 45251	INSURER A: National Fire & Marine Insurance Co		20079
	INSURER B: Greenwich Insurance Company		22322
	INSURER C: XL Catlin		
	INSURER D: XL Specialty Insurance Company		37885
	INSURER E: N/A		N/A
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CLE-004811356-13 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		42-GLO-100418-03	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 SIR \$ 250,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		RAD9437617-04	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		US00077282L16A	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	RWD9435387-04 (IN, KY, CO, ND, WA, WY) RWE9435388-04 (OH) \$500,000 SIR APPLIES TO XS OH	12/31/2016	12/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: COLLECTION & DISPOSAL OF SOLID WASTE AND CURBSIDE RECYCLING SERVICES
 ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS IS GRANTED SUCH STATUS ON THE AUTOMOBILE LIABILITY POLICY BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED 'AUTO'. PERSONS OR ORGANIZATIONS ARE ADDED TO THE GENERAL LIABILITY POLICY AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT, WRITTEN AGREEMENT, OR PERMIT.

CERTIFICATE HOLDER CITY OF WILDER 520 LICKING PIKE WILDER, KY 41071	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

CITY OF WILDER, KENTUCKY

RESOLUTION NO. 20-1003

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF WILDER CAMPBELL COUNTY KENTUCKY TO ENTER INTO AN THREE YEAR CONTRACT ADDENDUM WITH RUMPKE OF KENTUCKY FOR THE PURPOSES OF PROVIDING CURBSIDE SOLID WASTE COLLECTION AND RECYCLING BEGINNING JANUARY 1, 2021 THROUGH DECEMBER 31, 2023.

WHEREAS, the City of Wilder finds it necessary and desirable to contract for the services of solid waste collection/removal and curbside recycling; and

WHEREAS, the City of Wilder's current solid waste contract will expire on December 31, 2020; and

WHEREAS, the City of Wilder has the opportunity to extend the current waste contract for three additional option years; and

WHEREAS, the City of Wilder and Rumpke of Kentucky find it desirable to exercise the option year clause in the contract that includes the option years to begin on January 1, 2021 through December 31, 2023 based on the pricing included on the attached addendum to the current waste contract.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WILDER, CAMPBELL COUNTY, KENTUCKY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION ONE

That the Mayor is hereby directed and authorized to enter into a three year contract addendum with Rumpke of Kentucky beginning January 1, 2021 and running through December 31, 2023 for the purposes of providing solid waste collection/recycling per the current contract and bid specifications submitted with the original bid and this addendum which is attached and made a part of the of this Resolution.

SECTION TWO

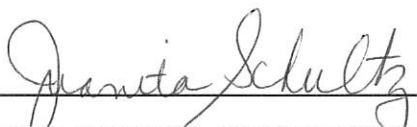
That this resolution shall be signed by the Mayor, attested by the City Clerk and made a part of the records of the City of Wilder. Same shall be in effect at the earliest time provided by law.

READ AND ADOPTED BY THE City Council of the City of Wilder, Kentucky assembled on the 19th day of October, 2020.



ROBERT ARNOLD- MAYOR

ATTEST:



JUANITA SCHULTZ - CITY CLERK/TREASURER

ADDENDUM

This document serves to add the following to the contract dated November 14, 2017 between the City of Wilder, Kentucky (the "City") and Rumpke of Kentucky, Inc. (the "Contractor").

It is hereby agreed as follows:

Effective January 1, 2021 and continuing through December 31, 2023 Rumpke shall continue to provide one (1) time per week solid waste collection and one (1) time per week curbside recycling collection for all residential and/or commercial hand-service units within the corporate limits of the City of Wilder between the hours of 7:00 AM and 6:00 PM. Rumpke will invoice the City of Wilder monthly as follows:

<u>January 1, 2021 to December 31, 2021:</u>	\$12.33 Per Unit – Solid Waste \$ 4.07 Per Unit - Recycling
<u>January 1, 2022 to December 31, 2022:</u>	\$12.70 Per Unit – Solid Waste \$ 4.19 Per Unit – Recycling
<u>January 1, 2023 to December 31, 2023:</u>	\$13.08 Per Unit – Solid Waste \$ 4.32 Per Unit – Recycling

All other terms and conditions of the original contract dated November 14, 2017 shall remain unchanged.

The Contractor agrees to comply with all Federal, State and local laws and regulations in the collection, removal, and disposal of all such waste material. In the event that the Contractor incurs increased costs (such as, but not limited to, tipping fees, disposal fees, or new or increased surcharges, fees or taxes as a result of imposition of new governmental regulations not in effect at the time of acceptance of said contract and which regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials) then the City shall, after negotiation with Rumpke and approval

by the City Council, adjust the unit cost by an amount commensurate with the increased per unit operating cost incurred by Rumpke.

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, blizzards, windstorms, high water table, unusually severe weather), fires, quarantine, labor disputes or strikes, explosion, shortage or failure in the supply of fuel, electric current or other public utility not caused by Contractor's actions, actions or decrees of governmental bodies not caused by Contractor's actions, or any other cause beyond the control of the parties (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party. Upon receipt of notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

The term of this contract extension shall be for three (3) years effective January 1, 2021 and continuing through December 31, 2023. This contract may be renewed for additional option periods upon mutual written agreement of both parties.

CITY OF WILDER, KENTUCKY

Robert A. Caldwell
Title: MAYOR
Janette Schultz
Witness
10/22/2020
Date

RUMPKE OF KENTUCKY, INC.

William J. Rumpke, Jr.
William J. Rumpke, President
Linda Lat
Witness
9/1/20
Date

DEP 6061 Hauler List

Updated 2021

1. Bavarian Waste
2. Best Way Disposal
3. Boone County Recycling Center
4. Close The Loop
5. Daniels Sharpsmart, Inc.
6. Medical Waste Services
7. Republic Services
8. River Metals Recycling
9. Rumpke Waste & Recycling
10. Safety-Kleen Systems
11. Sanitation District No. 1
12. Sharps Environmental Services, Inc.
13. Stericycle
14. Turfway Park, LLC
15. Valicor

Chapter 3

Attachments

- **Capacity Assurance Letters**



12764 McCoy Fork Road
Walton, KY 41094
Telephone: (859) 485-4416
Fax: (859) 485-1406
www.bavarianwaste.com

Dedicated to Serving God and Country

July 8, 2022

NKSWMA
c/o Megan Clere
5645 Idlewild Road,
Burlington, KY 41005

RE: Capacity Assurance

Dear Ms. Clere:

Based upon the assessment of the total amount of waste received at the Bavarian Landfill annually, Bavarian Waste expects that there is adequate capacity for the disposal of solid waste through calendar year 2036. Accordingly, Bavarian Waste will assure the Northern Kentucky Solid Waste Management Area capacity for the disposal of waste in Bavarian Waste Landfill (permit #008-00004) for 10 years.

Should you have any questions, please feel free to contact me at 859-485-4416.

Best Regards,

James Brueggemann
President



Waste & Recycling Services

1374 Bryan-Griffin Road, Butler, KY 41006
Phone (877) 786.7537 Fax (859) 472.7021



July 18, 2022

Ms. Megan Clere
Northern Kentucky Solid Waste Management Area
5645 Idlewood Road
Burlington, Kentucky 41005

**RE: Pendleton County Landfill
Capacity Assurance Request for 5-year Solid Waste Plan**

Mr. Arthur,

The Rumpke of Kentucky, Inc. Pendleton County Landfill (Permit #096-00001) located at Butler, Kentucky currently has approximately 7.5 years of permitted capacity. This estimate is based on current tonnage and compaction rates.

Should you have any questions, you may contact me at 606-465-2563 or by e-mail at amanda.jefferson@rumpke.com.

Sincerely,

RUMPKE OF KENTUCKY, INC.

Amanda Jefferson, P.E.
Kentucky Site Engineer

File – Solid Waste



Waste & Recycling Services

July 25, 2022

30 Larison Road, Jeffersonville, KY 40337

Phone (877) 786.7537 Fax (859) 498.4894



Ms. Megan Clere King
Boone County Solid Waste
5645 Idlewild Road
Burlington, Ky 41005

**RE: Rumpke of Kentucky, Inc.
Montgomery County Landfill
A.I. 3188 / Permit No. 087-00003
Capacity Assurance Letter**

Ms. Megan Clere King:

The Rumpke of Kentucky, Inc., Montgomery County Landfill (Permit #087-00003) located at Jeffersonville, Kentucky currently has approximately 14 years of permitted capacity. This estimate is based on current tonnage and compaction rates.

Should you have any questions, you may contact me at 606-465-2563 or by e-mail at amanda.jefferson@rumpke.com.

Sincerely,

RUMPKE OF KENTUCKY, INC.

Amanda Jefferson, P.E.
Kentucky Site Engineer

File: Solid Waste

Chapter 5

Attachments

- **Open Dumping Ordinances**
 - **Littering Ordinances**

County Open Dumping Ordinances

GENERAL PROVISIONS

§ 97.01 DEBRIS ON COUNTY ROADS OR RIGHT-OF-WAY.

(A) *Unlawful to deposit materials on county roads or right-of-way.* It shall be unlawful for any person(s), corporation, association or other entity to deposit or cause to be deposited, mud, soil and/or debris on county roads or the right-of-way of any county road whether directly or indirectly, with or without the use of vehicular or mobile equipment, without the written consent of the Director of Public Works.

(B) *Unlawful to cause, by grading or disturbing soil, mud or soil to be deposited on road or right-of-way.* It shall be unlawful for any person(s), corporation, association or other entity to grade or disturb the soil in any area of the county in such a manner as to cause or allow mud or soil to wash or otherwise be moved from the graded or disturbed area and deposited onto a county road.

(C) Written notice of violation.

(1) Any person(s), corporation, association or other entity found to be in violation of this section shall be issued a written notice from the County Code Enforcement Officer ordering:

- (a) Cleaning, by pressure wash if found necessary, of the road or right-of-way; and/or
- (b) A stop work order until the road or right-of-way is cleaned.

(2) Any notice given under this section shall allow four hours for compliance, from the time such notice is given. Failure to comply within four hours shall constitute a violation of this section and a complaint may be filed.

(D) *County clean-up at expense of violating party.* Unless immediate corrective action is taken, the county, through the Public Works Department, may remove or clean the mud, soil and/or debris from the county road and/or right-of-way and any such removal or cleaning by the county under this section shall be at the expense of the violating party, jointly and severally, including, but not necessarily limited to, the developer, builder, contractor and/or home owner of the subject property. The Public Works Department shall issue a bill for the actual cost incurred. This bill must be paid in full within 10 days of the date of issue. Failure to pay this bill shall result in the county having a lien on the owner's land from which the mud, soil or debris was caused, directly or indirectly, to be deposited on the county road and/or right-of-way.

(E) *Stop work order.* It shall be unlawful to violate the conditions and restrictions of a county "stop work" order at any time. Each day that such a violation occurs or continues to occur shall be considered a separate violation for which the violator shall be penalized under the provisions of this chapter.

(Ord. 620.10, passed 10-25-94; Am. Ord. 04-02, passed 1-27-04) Penalty, see § 97.99

§ 97.99 PENALTY.

(A) Any person who violates any provision of this chapter for which no penalty is otherwise provided shall be guilty of a misdemeanor and shall be fined not more than \$500.

(B) Any person(s), corporation, association or other entity found to be in violation of § 97.01 shall be deemed guilty of a misdemeanor and fined not less than \$250 nor more than \$500.

(Ord. 620.10, passed 10-25-94)

(C) Any firm, corporation, individual or governmental agency violating the provisions of §§ 97.35 through 97.38 and §§ 97.60 through 97.74 of this chapter shall be deemed guilty of a misdemeanor and fined not less than \$50 nor more than \$500.

(Ord. 620.5, passed 2-23-87; Am. Ord. 620.11, passed 8-29-95)

CHAPTER 91: DISCARDED ITEMS

Section

- 91.01 Definition
- 91.02 Discarded items on private or public property prohibited
- 91.03 Abatement by property owner or by county; lien for costs
- 91.04 Confiscated Property; records and disposition

- 91.99 Penalty

§ 91.01 DEFINITION.

For the purpose of this chapter, unless the context clearly indicates or requires a different meaning, **DISCARDED ITEMS** includes but is not limited to motor vehicles, boats, and home appliances and furniture within 1,500 feet of a property line, in a dilapidated or apparently inoperable condition and/or left discarded on private property for more than seven consecutive days. This definition shall not apply to a discarded item or parts thereof which is enclosed within a building or where the discarded item or part thereof is not visible from an adjacent or abutting property, street, road, or public park, or otherwise is totally concealed with appropriate covering, or a discarded item which is stored or parked in a lawful manner on private property in connection with the business of a licensed dissembler, licensed vehicle dealer, junk yard or salvage yard, however, this exception shall not authorize the maintenance of a public or private nuisance as defined under provision of law other than this chapter.

(Ord. 1010.1, passed 3-19-91)

§ 91.02 DISCARDED ITEMS ON PRIVATE OR PUBLIC PROPERTY PROHIBITED.

(A) *Discarded items on person's own property.*

(1) The County Fiscal Court finds that the practice of allowing discarded items to remain on an owner's property, constitutes a detriment to the welfare and convenience of the resident of the county. Such discarded items detract from the appearance of the county and affect the economic development of the county. Therefore, it is the public policy of this county to prohibit the keeping of discarded items on private property within the limits of the county, and such discarded items are hereby declared to be public nuisances.

(2) Any law enforcement officer who knows, sees or otherwise has knowledge that a property owner has allowed a discarded item to remain on his property in violation of this chapter, shall issue a citation to such property owner ordering him to appear before the district court.

(B) *Discarding items on property of another prohibited.* No person shall place, leave, deposit or otherwise undertake to dispose of any discarded item upon any private property or upon any public property or right-of-way in the county. Any person whose property lies within the county and on whose property a discarded item is disposed may file a complaint with the County Police.

(C) *Complaint investigation.*

(1) Upon the initial receipt of a complaint, whether officer or citizen initiated, the investigating county police officer shall make an inspection of the specified property, from complainant's adjacent or

abutting property, or a public street, road or park. If a violation is observed, photographs shall be taken from the officer's observation point and the officer shall make contact with the property owner.

(2) The police officer shall provide the violator with a copy of the county ordinance, explain the purpose of the ordinance, the possible penalties, outline the corrective action that needs to be taken within the next 30 days, and issue a warning citation for the violation.

(3) After the 30-day warning period, the officer shall revisit the property to verify that corrective actions have been completed. If the violations have been satisfactorily corrected, the case shall be closed. If, in the officer's opinion, the problem has not been fully corrected but the owner has made significant progress, the officer may extend the cleanup period through the issuance of another 30-day warning citation.

(4) If the re-inspection indicates to the officer that the property owner has not acted in good faith in complying with the provisions of this section, the officer shall issue a state citation to the property owner citing them to district court for violation of this section.

(Ord. 1010.1, passed 3-19-91; Am. Ord. 101.00, passed 6-13-95) Penalty, see § 91.99

§ 91.03 ABATEMENT BY PROPERTY OWNER OR BY COUNTY; LIEN FOR COSTS.

If, after a finding by the district court that any person is in violation of this chapter under § 91.99 of this chapter, the county through its County Judge/Executive or his designee, shall issue an order to the property owner to remove the discarded items as described in this chapter, from the property or premises, the subject of the violation. The order shall allow the property owner ten days to remove any discarded items from the subject property. The ten-day period shall commence with the date of mailing of the order by certified mail to the property owner. Removal of discarded items by the property owner will be at the property owners expense. After ten days have expired and all discarded items have not been removed, then in that event, the county shall have the authority to enter upon private property of the convicted offender and remove any and all discarded items therefrom. The cost to the county of removing the discarded items from the private property shall be at the property owners' expense. Upon removal of the discarded items from the private property by the county, the county shall cause a billing to be forwarded to the property owner to reimburse the county for the cost of removal of the discarded items. The property owner shall have ten days to pay the billing. The ten-day payment period shall commence with the date of the billing. If the bill is not paid within said ten-day period, the county may at its option place a lien on the real property with the County Clerk, for the actual cost of removal of the discarded items from the property. The lien would bear interest at the rate of 10% per annum. The lien shall be enforceable as a real property lien under Kentucky law, including foreclosure for collection on the lien.

(Ord. 1010.1, passed 3-19-91)

§ 91.04 CONFISCATED PROPERTY; RECORDS AND DISPOSITION.

(A) Every discarded or abandoned item which is removed and taken into custody under § 91.03 shall be logged in the county records and disposed of in accordance with KRS 67.592.

(B) Abandoned vehicles shall be disposed of and the proceeds distributed in accordance with KRS 189.751.

(Ord. 101.00, passed 6-13-95)

§ 91.99 PENALTY.

Any person who violates any provision of § 91.02 of this chapter shall be guilty of a misdemeanor and shall be fined not less than \$25 nor more than \$100. Each day that a violation continues shall constitute a separate offense for which a citation may be issued and a fine imposed.

(Ord. 1010.1, passed 3-19-91; Am. Ord. 101.00, passed 6-13-95)

City Open Dumping Ordinances

APPENDIX: PROPERTY MAINTENANCE CODE

CHAPTER 1 ADMINISTRATION SECTION 101

GENERAL

101.1 Title.

These regulations shall be known as the Property Maintenance Code of City of Florence, Kentucky, hereinafter referred to as "the Code".

101.2 Scope.

The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment, and facilities for light, ventilation, space heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of owners, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

101.3 Intent.

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

101.4 Severability.

If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

(Ord. O-11-03, passed 6-10-03)

SECTION 102

...

RUBBISH AND GARBAGE

305.1 Accumulation of rubbish and garbage.

All exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage. Such accumulation is hereby declared a nuisance. Approved compost containers shall not be subject to this subsection.

305.2 Disposal of rubbish.

Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in containers which are adequately self-contained so as not to permit the rubbish to be scattered or strewn throughout the occupant's premises or adjoining premises. The container may be a box, can, barrel or bag, or any other receptacle which prevents the rubbish from dissipating to adjoining areas.

305.2.1 Rubbish storage facilities.

The owner of every occupied premise shall supply such containers for rubbish, and the owner of the premises shall be responsible for the removal of rubbish.

305.3 Disposal of garbage.

Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or in a container as described in Section 305.2 herein.

305.3.1 Garbage facilities.

The owner of every dwelling shall supply one of the following: an approved mechanical food waste grinder in each dwelling unit; an approved incinerator unit in the structure available to the occupants in each dwelling unit; or a container as set forth in Section 305.2.

305.3.2 Placement of containers for collection.

All rubbish and garbage containers shall be placed curbside no later than 7:00 a.m. on the day designated for collection service pursuant to the city solid waste collection contract. Said containers shall not be placed curbside for collection more than 36 hours prior to the scheduled collection day.

305.3.3 Removal of containers.

All rubbish and garbage containers shall be removed from curbside no later than 36 hours following the scheduled collection day.

(Ord. O-12-09, passed 8-25-09; Am. Ord. O-11-03, passed 6-10-03)

SECTION 9.8 UNSIGHTLY OR UNSANITARY STORAGE

- A. No rubbish, salvage materials, junk or miscellaneous refuse shall be openly stored, or kept in the open, and no grass and/or weeds over 12 inches high shall be allowed to go uncut within any zone. - Such materials shall be removed, and unsightly vegetation shall be cut and removed from the premises, within seven (7) days from the receipt of notification of the violation by the Zoning Administrator. Regular salvage and junkyards shall be adequately enclosed with a solid fence or wall, as regulated by Article XII and an approved permanent planting screen may also be required as regulated in Section 9.17 of this Ordinance.
- B. No vehicle which is abandoned, inoperable, in a state of disrepair, or lacking a valid license, shall be stored in excess of seventy-two (72) hours in any residential zone, unless it is in a completely enclosed building. Parking shall be limited to the number of operable vehicles regularly used by members of resident families and their guests. Any violation of this section shall be rectified within fourteen (14) days after receipt of notification from the Zoning Administrator.
- C. It shall be unlawful for any person, or persons, to live in any trailer, boat, or truck within the limits of the City of Fort Thomas, Kentucky. It shall be unlawful for any person, or persons, to keep or to park any trailer, or boat in any residential district on any street or public way in Fort Thomas, Kentucky, for more than 24 hours. Said 24 hour period being for the purpose of loading and unloading same. Except for above, it shall be unlawful to park or store any trailer or boat at any place or location in the City of Fort Thomas, except in the rear yard of any premises (as rear yard is defined in this ordinance). In no case shall more than one of the aforementioned vehicles or similar type equipment, be permitted in any rear yard area unless it is in a completely enclosed building. It shall be unlawful to park or keep any vehicle greater than seven feet (7') in height as measured from the ground nor more than eight thousand pounds (8000 lbs.) curb weight at any place or location on any private property in any residential district except in a completely enclosed garage building. No recreational vehicle, trailer, or boat greater than eight thousand pounds (8,000 lbs) curb weight or more than ten feet (10') in height or more than thirty feet (30') feet in length shall be permitted at any place or location on any private property in any residential district except in a completely enclosed garage building.
- D. It shall be unlawful to park any automobile, truck, trailer, boat, or vehicle or to keep any material or other item on any property, street or public way that blocks or obscures sight distance and/or creates a public safety hazard. Any violation of this section shall be rectified within twenty-four (24) hours of notification of violation from the Zoning Administrator. Failure to comply with an order of the Zoning Administrator to maintain sight distance as herein defined, may be corrected by the City at the property owner's or violator's sole expense.

SECTION 9.9 JUNKYARD LOCATION

No person shall operate or cause to operate any junkyard which shall in no case be situated closer than two thousand (2,000) feet to the centerline of any county, state, federal or limited access highway or turnpike, including bridges and bridge approaches.

County Littering Ordinances

CHAPTER 93: LITTER CONTROL

Section

COUNTY. Campbell County, Kentucky.

- 93.01 Short title
- 93.02 Purpose
- 93.03 Definitions
- 93.04 Depositing litter in public or private places
- 93.05 Depositing litter in gutters, streets, or alleys
- 93.06 Depositing handbills on public or private property
- 93.07 Litter receptacles
- 93.08 Vehicles to be constructed so as to prevent leaking of contents

- 93.99 Penalty

DUMPOUTS. Any material emptied from a vehicle or building upon streets, roadsides, or public places other than that emptied in appropriate litter receptacles.

HANDBILL. Any printed or written material excluding newspapers, which advertises for sale any commodity, or thing, or which directs attention to any business or other activity, or event of any kind.

LITTER. All solid wastes including but not limited to containers, packages, wrappings, printed matter, or other material thrown or deposited as herein prohibited, but not including the wastes of the primary processes of mining, logging, sawmilling, farming, or manufacturing.

LITTER BAG. A bag, sack, or other container made of any material which is large enough to serve as a receptacle for litter inside the vehicle or watercraft of any person.

LITTER RECEPTACLE. Those containers meeting the requirements of the Department for Natural Resources and Environmental Protection.

NEWSPAPER. Any newspaper of general circulation as defined by general law.

PARK. A reservation, playground, beach, recreation center, or any other areas in the county devoted to active or passive outdoor recreation.

PRIVATE PROPERTY. Any property not publicly owned or held out for use by the public.

PUBLIC PLACE. Any area that is used or held out for use by the public whether owned or operated by the public or private interests.

SOLID WASTE. All putrescible and nonputrescible solid and semisolid wastes including garbage, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, abandoned vehicles or parts thereof, and discarded commodities.

§ 93.01 SHORT TITLE.

This chapter shall be known and may be commonly referred to as the "County Litter Control Ordinance."

(Ord. 02-80, passed 2-11-80)

§ 93.02 PURPOSE.

The purpose of this chapter is to accomplish litter control in Campbell County, Kentucky. This chapter is intended to place upon all persons within the county the duty of contributing to the public cleanliness and appearance of the county in order to promote the public health, safety, and welfare and to protect the economic interest of the people against unsanitary and unsightly conditions. It is further the intention of this chapter to protect the people against the health and safety menace and the expense incident to littering, and to provide a penalty for violation thereof.

(Ord. 02-80, passed 2-11-80)

§ 93.03 DEFINITIONS.

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

STREET. Is synonymous with and includes any

highway, road, alley, collector, local, arterial, or freeway within the political subdivision.

SWEEPOUTS. Any collection of debris, resulting from clean-up operations, that is deposited in or around a public place.

VEHICLE. Every device capable of being moved upon a public street and in, upon, or by which any person or property is or may be transported or drawn upon a public street, excepting devices moved by human or animal power or used exclusively upon stationary rail or tracks.

WATERCRAFT. Any boat, ship, vessel, barge, or other floating craft.

(Ord. 02-80, passed 2-11-80)

§ 93.04 DEPOSITING LITTER IN PUBLIC OR PRIVATE PLACES.

(A) No person shall throw, drop, deposit, discard, or otherwise dispose of litter upon any public place in the county or upon any private place not owned by him, nor in any waters within the jurisdiction of this county whether from a vehicle or otherwise except:

(1) When such property is designated by the state or one of its agencies for disposal of garbage and refuse, and such person is authorized by the proper authority to use such property;

(2) Into a litter receptacle or other container in such manner that the litter will be prevented from being carried away or deposited by the elements upon any public or private property.

(3) When such person is the owner or has the control or custody of the property, or has prior consent of the owner in lawful possession of the property, or unless the act is done under the personal direction of the owner or tenant and provided said litter will not cause a public nuisance or be in violation of any state or local law, rule, regulation, or ordinance.

(B) No person shall throw or deposit, or cause to be thrown or deposited, any litter upon any public or private property.

(Ord. 02-80, passed 2-11-80) Penalty, see § 93.99

§ 93.05 DEPOSITING LITTER IN GUTTERS, STREETS, OR ALLEYS.

No person shall sweep into or deposit in any gutter, street, alley, or other public place any accumulation of litter. Persons owning or occupying property shall keep the sidewalks in front of said premises free of litter.

(Ord. 02-80, passed 2-11-80) Penalty, see § 93.99

§ 93.06 DEPOSITING HANDBILLS ON PUBLIC OR PRIVATE PROPERTY.

(A) No person shall throw or deposit any handbill upon any public place within the county.

(B) No person shall throw or deposit any handbill in or upon any uninhabited or vacant private property.

(Ord. 02-80, passed 2-11-80) Penalty, see § 93.99

§ 93.07 LITTER RECEPTACLES.

(A) Litter receptacles placed on sidewalks and other public places shall be used only for such litter material as persons may have for disposal while passing, and in no event shall be used for the disposal of other solid waste accumulated in residences or places of business.

(B) It shall be unlawful for any person to willfully damage, deface, destroy, or otherwise injure any litter receptacle.

(C) The person owning or maintaining any park, beach, campground or other place open and available to the public shall be responsible for the removal of litter from litter receptacles.

(Ord. 02-80, passed 2-11-80) Penalty, see § 93.99

§ 93.08 VEHICLES TO BE CONSTRUCTED SO AS TO PREVENT LEAKING OF CONTENTS.

(A) No vehicle shall be driven or moved on any public street unless such vehicle is so constructed or loaded as to prevent any of its load from dropping, shifting, leaking or otherwise escaping therefrom, except that sand or gravel, and like substances, may be dropped for the purpose of securing traction, or water or other substances may be sprinkled on a road surface for the cleaning or

maintaining of same by public authority or by persons under contract or other authorization by such public authority.

Litter Control

13

(B) Any person owning or operating a vehicle from which any glass or other objects have fallen, leaked, or escaped, which constitutes an obstruction or injury to a vehicle or otherwise endangers the street or travel upon such street, shall immediately cause such street to be cleaned of all such objects, and shall pay the cost incurred therefor.

(Ord. 02-80, passed 2-11-80) Penalty, see § 93.99

Any person who violates any of the provisions of this chapter shall be guilty of a class B misdemeanor, and in addition to or in lieu of any other penalty, the court shall have the discretion to order such person to pick up and remove from any public place, or any private place with the permission of the owner or person in possession, any litter deposited there prior to the date of judgement.

(Ord. 02-80, passed 2-11-80)

§ 93.99 PENALTY.

City Littering Ordinances

§ 96.01 CRIMINAL LITTERING.

A person is guilty of criminal littering when he:

- (A) Drops or permits to drop on a highway or street any destructive or injurious material and does not immediately remove it;
- (B) Knowingly places or throws litter on any public or private property or in any public or private water without permission;
- (C) Negligently places or throws glass or other dangerous pointed or edged substances on or adjacent to water to which the public has access for swimming or wading on or within 50 feet of a public highway; or
- (D) Discharges sewage, minerals, oil products, or litter into any public waters or lakes within the city.
- (E) Violators may pre-pay to the Circuit Court Clerk if pre- payment is so noted on the citation and if the littering offense is not combined with an offense that is not pre-payable.

(KRS 512.070) (Ord. 86-6-3, passed 6-25-86) Penalty, see § 96.99

Cross reference:

Littering in general, § 52.02

Section

Uniform Solid Waste and

Litter Abatement Control

- 95.001 Solid waste and litter abatement
- 95.002 Purpose
- 95.003 Definitions
- 95.004 Carts generally
- 95.005 Curbside disposal rules
- 95.006 Bulk item rules
- 95.007 Other violations

Commercial Services

- 95.020 Container services; generally
- 95.021 Containers; disposal of waste and recyclables
- 95.022 Curbside service; multi-unit parcels and commercial end users

Industrial End Users

- 95.035 Open-top container and compactor services

Citation and Cures

- 95.050 Citations
- 95.051 Exceptions
- 95.052 City cures
- 95.053 Owner cures
- 95.054 Paint
- 95.055 Material from construction and land clearing
- 95.056 Motor vehicle body and parts
- 95.057 Open carts prohibited
- 95.058 Scattering solid waste prohibited
- 95.059 Burning prohibited
- 95.060 Exceptions

Litter Abatement Rules and Regulations

- 95.075 Litter prohibited; exception
- 95.076 Placement of private receptacles
- 95.077 Use of public receptacles; sidewalks and gutters required to be litter free
- 95.078 Removal of litter
- 95.079 Litter in parks, lakes and fountains
- 95.080 Litter on occupied private property; owner to maintain premises

Transportation of Hazardous Wastes

- 95.095 Definition
- 95.096 Permit; fee
- 95.097 Prohibited acts

Hazardous Material Spills or Releases

95.110 Reporting of the spilling or releasing of hazardous material substances

Enforcement

95.125 Enforcement, fines and appeals

95.999 Penalty

Cross-reference:

Emergency Services, see Ch. 97

Fire Prevention, see Ch. 91

Nuisances, see Ch. 92

UNIFORM SOLID WASTE AND LITTER ABATEMENT CONTROL

§ 95.001 SOLID WASTE AND LITTER ABATEMENT.

This chapter shall be referred to as the "Covington Solid Waste and Litter Abatement Ordinance".

(1984 Code, § 95.01) (Ord. O-40-08, passed 9-23-2008)

§ 95.002 PURPOSE.

The purpose of this chapter is to regulate solid waste disposal and accomplish litter abatement and control in the city. It is intended to make all persons within the city responsible for contributing to the public cleanliness of the city to promote the public health, safety and welfare, and to protect the economic interests of citizens against unsanitary and unsightly conditions. It is further the intent of this chapter to protect citizens from a health and safety menace and the expense incident to solid waste removal and littering.

(1984 Code, § 95.02) (Ord. O-40-08, passed 9-23-2008)

§ 95.003 DEFINITIONS.

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

AUTHORIZED PRIVATE RECEPTACLE. A 35-, 65- or 95-gallon cart provided by the city's solid waste contractor that is on wheels and has an attached, hinged lid.

BULK ITEM. Any waste item of a weight or of such size as to not fit or be suitable for disposal in a cart or container, including without limitation household appliances, furniture and those other items listed in § 95.006(A) of this chapter.

CART. A receptacle with a capacity not exceeding 96 gallons that is used to store and dispose of waste or recyclables, and that is issued to residential property owners, or commercial end users either by the city or by the contractor.

CITY. The City of Covington, a home rule city of the Commonwealth of Kentucky, or its agents and contractors.

COMMERCIAL END USER. Any person who has contracted for waste management services with the contractor, whether or not such person is the owner of record of the parcel being serviced, its contractors, agents and employees, or any owner of a residential parcel containing four or fewer units who regularly uses more than the maximum amount of carts allowed for the size of the parcel being serviced as provided in Ch. 46 of this code of ordinances.

COMMERCIAL PARCEL. Any parcel together with any building, or other structure located thereupon, which is designed or used solely for commercial purposes, whether partially occupied or vacant, including any yard, grounds, walkway, driveway, porch, steps, vestibule or mailbox belonging or appurtenant to such parcel.

COMMERCIAL UNIT. Any structures or premises demised on a parcel that are separate and distinct from any other structures or premises demised on the same parcel, and which are designed or used wholly for commercial purposes, whether occupied or vacant, including any yard, grounds, walkway, driveway, porch, steps, vestibule or mailbox belonging or appurtenant to such structure or premises.

CONTAINER. Any reusable waste receptacle with a capacity exceeding 96 gallons.

CONTAINER SERVICES. The collection, transportation and disposal of waste or recyclables by the use of a container and any management or administrative services that are necessary to effectuate such collection, transportation or disposal.

CONTRACTOR. The entity with which the city has contracted for the collection and disposal of waste and recyclables produced by residents and businesses located within the jurisdictional boundaries of the city or, if no such contract exists, the city or the entity with which the owner or end user has contracted for the delivery of such services.

CURBSIDE. The area that is not more than three feet from the street curb, alley or other public right-of-way upon which owners, occupants or commercial or industrial end users place waste and recyclables for collection.

CURBSIDE SERVICES. The collection, transportation and disposal of waste and/or recyclables by the use of one or more carts placed at the curbside by end users, and any management or administrative services that are necessary to effectuate such collection, transportation or disposal.

DUMP-OUT. Any material emptied from a vehicle or building upon streets, roadsides or public places that is not set out for collection in accordance with the regulations provided in this chapter or contained in an appropriate receptacle.

DWELLING UNIT. A self-contained unit of accommodation used by one or more occupants as a residence and which is located on a residential, multi-unit residential or mixed-use parcel.

END USERS. Any person benefitting from the services, including, without limitation, owners, occupants, commercial and industrial end users.

HANDBILL. Any printed or written material, excluding newspapers, that advertises for sale any commodity or thing or advertises an event of any kind.

HAZARDOUS WASTE. Those materials that are classified as hazardous waste under the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., including without limitation, sewage, processing sludge, animal carcasses, hazardous waste, fluorescent bulbs, electronics or liquids of any sort, and chlorofluorocarbons contained in appliances.

HOME OCCUPATION. Any activity of a non-residential nature that is performed within a dwelling unit by the occupant of such unit.

INDUSTRIAL END USERS. The owner of a parcel upon which industrial services are being provided, including its contractors, agents, employees, who together are jointly and severally responsible for complying with the provisions of this chapter.

INDUSTRIAL PARCEL. Any parcel together with any building, or other structure located thereupon, which is designed or used wholly for office or industrial purposes, whether partially occupied or vacant, including any yard, grounds, walkway, driveway, porch, steps, vestibule or mailbox, belonging or appurtenant to such parcel.

INDUSTRIAL WASTE. The waste products of canneries, slaughterhouses and packing plants: large quantities of condemned food products; wastes from brick, concrete block, roofing shingle or tile plants; and debris and wastes accumulated from land clearings, excavating, building, rebuilding and altering of buildings, structures, roads, streets.

LIQUID WASTE. All liquid waste, including, but not limited to, motor oil, transmission fluid, brake fluid, steering fluid or other liquid wastes thrown away or deposited as prohibited by this chapter.

LITTER. All solid or liquid wastes, including, but not limited to, containers, packages, wrappings, printed matter, cigarette butts or other materials thrown or discarded in violation of this chapter.

LITTER BAG. A bag, sack or other container that is designed or used as a receptacle for litter inside a vehicle or watercraft.

LOADLINE. The line which if drawn would outline the perimeter of the upper most end of a container.

MIXED USE PARCEL. Any parcel together with any building, or other structure located thereupon, which is designed or used or used partially for residential purposes and partially for commercial purposes, whether partially occupied or vacant, including any yard, grounds, walkway, driveway, porch, steps, vestibule or mailbox belonging or appurtenant to such structure.

MULTI-UNIT RESIDENTIAL PARCEL. A parcel which together with any apartments, townhouses, condominiums, buildings or other structure located thereupon, which is designed or used to accommodate five or more dwelling units and which does not house a business other than a home occupation, whether partially occupied or vacant, including any yard, grounds, walk, driveway, porch, steps, vestibule or mailbox, belonging or appurtenant to such parcel.

NEWSPAPER. Any newspaper of general circulation as defined by general law.

NON-COMBUSTIBLE REFUSE. Refuse materials that are unburnable at ordinary incinerator temperatures (800°F to 1,800°F), such as metals, mineral matter, large quantities of glass or crockery, metal furniture, automobile bodies or parts and other similar material or refuse that is not the product of ordinary residential or office use.

OCCUPANT. Any person residing whether temporarily or permanently in a dwelling located on a residential or multi-unit residential parcel.

OWNER. The person or entity that is named in the county's property records as being the owner of a parcel that is located within the jurisdictional boundaries of the city and its contractors, agents and employees.

PARCEL. Any real property located within the jurisdictional boundaries of the city, which is designated by a unique legal description, street address and parcel identification number in the official property records for the county and easement or covenant appurtenant thereto.

PARK. A public park, playground, recreation center or any other public areas in the city.

PERSON. Any individual, public or private corporation, partnership, limited liability company, association, firm or other

entity whatsoever.

PRIVATE PROPERTY. Any property not publicly owned or held out for the use by the public.

PRIVATE RECEPTACLE. Any cart or container that is used to temporarily store and dispose of solid waste or recyclables was not issued to the owner, commercial or industrial end user by the city or the contractor.

PUBLIC PLACE. Any and all streets, sidewalks, boulevards, alleys, rights-of-way or other public ways and any and all public parks, squares, spaces, grounds and buildings.

PUBLIC RECEPTACLES. Any litter storage and collection receptacle placed on the public right-of-way and maintained by the city.

RECYCLABLES. Any items or materials, which can be collected, processed and reprocessed into new products that could be reintroduced into the stream of commerce as raw materials or products, and which are acceptable at a MRF, including without limitation, paper, glass, aluminum, corrugated cardboard and plastic containers.

RESIDENTIAL PARCEL. Any parcel together with any house, building or other structure located thereupon, which is designed or used wholly to accommodate not more than four dwelling units, and which does not house a business other than a home occupation, whether partially occupied or vacant, including any yard, grounds, walkway, driveway, porch, steps, vestibule or mailbox belonging to or appurtenant to such parcel.

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.

SERVICES. Without limitation the collection, transportation and disposal of solid waste and/or recyclables generated by owners, occupants, commercial or industrial end users located or doing business within the geographical limits of the city, including, without limitation, any management or administrative functions that are necessary to provide such services.

SET-OUT. Any waste, items or materials, or bulk items placed upon the curb or any public place, including, but not limited to, sidewalks and public right-of-way, by any owner, occupant, commercial or industrial end users in a manner that is not compliant with this chapter, including, but not limited to, personal items improperly set out as a result of evictions, writs of possession, rights of entry, repossession of real or personal property or the rehabilitation, demolition or general cleanup of a building, structure or parcel.

SOLID WASTE AND RECYCLING COORDINATOR. The person designated by the city to coordinate the services provided to owners, occupants and commercial and industrial end users.

SPECIAL PICK-UP. The collection of waste or recyclables specially arranged by an owner, occupant, commercial or industrial end user, or the Solid and Recycling Waste Coordinator for a day that is not the regularly scheduled collection day.

STREET. Any highway, road or alley, including any collector, local or arterial streets or freeways, located within the city.

SWEEP-OUTS. Any collection of debris resulting from clean-up operations on private property, which is deposited in or around a public place, including street curbs.

USER FEE. Any fee assessed for services or carts provided in accordance with Ch. 46 of this code of ordinances.

UNAUTHORIZED WASTE. Liquid waste and waste, including, without limitation, dirt, excavated earth, sewage, processing sludge, animal carcasses, hazardous waste, electronics or liquids of any sort, rocks, concrete, concrete blocks, cement, asphalt, blacktop, tile, bricks, gravel, sand, stucco, bricks, composition roofing, sawdust, brush heavy building or construction materials, demolition materials, lumber, wooden, pallets, metal drums, large wire binding, heavy packing material, cinder blocks, large engine parts, large scrap metal and shavings, large furniture, large appliances or mattresses and box springs.

WASTE. Any putrescible and non-putrescible solid and semisolid wastes, including garbage, rubbish, ashes, street cleanings, appliances and furniture, or parts thereof, industrial wastes, swill, demolition and construction wastes and discharged commodities.

WATERCRAFT. Any boat, ship, vessel, barge or other floating craft.

YARD WASTE. All accumulations of grass, shrubbery, vines, branches, limbs, leaves, cuttings and other naturally created materials resulting from the care or maintenance of real property, and that is set out for disposal by owners, occupants, commercial or industrial end users.

(1984 Code, § 95.03) (Ord. O-40-08, passed 9-23-2008; Ord. O-48-15, passed 12-8-2015; Ord. O-35-18, passed 8-28-2018)

§ 95.004 CARTS GENERALLY.

(A) *Residential curbside services.* For each dwelling unit located on a residential parcel, owners of such parcels shall be entitled to:

- (1) The weekly servicing of the equivalent of one 96-gallon city-issued waste cart; and
- (2) The weekly servicing of the equivalent one 96-gallon city-issued recycling cart.

(B) *Exemptions and waivers to cart sizes.* Owners or occupants of residential parcels with physical impairments, or who reside on a parcel with space constraints, can request alternative cart sizes and waste disposal options by contacting the Solid Waste and Recycling Coordinator.

(C) *City-issued carts.* City-issued carts are assigned to each residential parcel and are tracked by means of a bar code system. Contractor shall issue carts to commercial end users, which shall be tracked in the same manner. Owners or occupants of residential parcels, or commercial end users shall not take carts from other parcels, or remove carts from a parcel. City-issued carts and any carts issued by the contractor are and shall, at all times, remain the property of the city or the contractor as applicable. No person shall intentionally or inadvertently deface, damage or destroy any carts issued by the city or the contractor.

(D) *Additional residential carts.* Owners of residential parcels may request additional city-issued carts from the contractor and will be charged for each such additional cart in accordance with Ch. 46 of this code of ordinances. Any owner of a residential parcel who uses or keeps more than the maximum carts allowed for the size of the building shall be billed as a commercial end user in accordance with Ch. 46 of this code of ordinances.

(E) *Replacement residential carts.* The city shall replace or repair city-issued carts that are damaged or stolen. Owners or occupants must contact the city's waste contractor and complete the necessary steps to report a cart damaged or stolen.

(F) *Private residential carts.* Waste or recyclables placed in private carts shall not be collected, except when used to store bulk items in the manner provided in § 95.006(E) of this chapter.

(1984 Code, § 95.04) (Ord. O-48-15, passed 12-8-2015; Ord. O-35-18, passed 8-28-2018)

§ 95.005 CURBSIDE DISPOSAL RULES.

Unless exempted pursuant to §95.004(B) of this chapter, owners, commercial end users and industrial end users shall comply or cause the occupants of any dwelling units located on the parcel to comply with all rules and regulations set forth in this chapter, or be deemed to be in violation of this chapter.

(A) *Collection schedule.* Residential waste and recyclables shall be collected according to the collection schedule established by the city. The most current collection schedule shall be posted on the city's website, and a notice of any modifications to the schedule shall be sent to owners of residential parcels in advance of any modifications. Commercial end users shall make arrangements with the contractor to establish a regular collection schedule for any curbside services that it receives in the manner set forth in this chapter.

(B) *Collection times.* Owners or occupants of residential parcels and commercial end users must place carts at the curbside in the manner provided in this section, by no earlier than 6:00 p.m. on the day before the collection day and no later than 7:00 a.m. on the collection day.

(C) *Placement of carts on collection day.* Owners or occupants of residential parcels and commercial end users must neatly place carts at the curbside, interpreted as no more than three feet from the curb, with the wheels of the carts facing the public right-of-way.

(D) *Removal of carts from the curbside.* Carts remaining curbside after the contractor has collected waste and/or recyclables must be removed from the curbside and appropriately stored, no later than 12:00 p.m. on the day after the collection day.

(E) *Placement of stored carts.* Other than on a collection day, commercial end users, owners of residential parcels or the occupants thereof must store carts at the rear of a building or structure located on the parcel, or as close to the rear of a building or structure as possible, ensuring that wherever possible carts are not visible from the street or public right-of-way.

(F) *Trash disposal.* Residential waste shall be placed in a garbage bag and deposited inside carts. Garbage bags shall be properly tied or otherwise secured at the opening.

(G) *Recycling.* Recyclables should not be bagged and must be placed inside city-issued recycling carts.

(H) *Loading of carts.* Residential waste and recyclables must weigh less than 75 pounds and fit inside a cart allowing sufficient room for the lid of the cart to close completely. Carts that cannot be completely closed shall not be serviced and shall be considered non-compliant as set out under this chapter.

(1984 Code, § 95.05) (Ord. O-48-15, passed 12-8-2015; Ord. O-35-18, passed 8-28-2018)

§ 95.006 BULK ITEM RULES.

Any item that does not completely fit within a cart shall be considered a bulk item, including without limitation, excessive trash bags, furniture, appliances, mattress and box springs, loose trash or yard waste.

(A) *Bulk items.* Every residential user shall be permitted to place at the curb one bulk item per week. Bulk items are required to be placed at the curb in coordination with routine servicing dates and times, unless a customer schedules a special pick-up with the city's waste contractor in accordance with division (D) below. Bulk items are required to be prepared in an orderly manner as specified in divisions (B) through (E) below. A **BULK ITEM** is defined as:

- (1) One mattress and one box spring, wrapped;

- (2) One piece of furniture, which if upholstered must be wrapped:
- (3) Three bundles of yard waste or carpet; or
- (4) Up to three bags of household debris, required to be bagged, tied securely and containerized prior to setting to the curb.

(B) *Bulk items; additional specifications.*

- (1) *Yard waste.* Any loose shrubbery or tree limbs that are set out as a bulk item must be bundled and tied in lengths weighing less than 50 pounds, and not exceeding four feet in length, or two feet wide.
- (2) *Household debris.* All household debris must be bagged, tied securely and containerized. Use of a private waste receptacle is only permissible when placing bulk items or excess trash to the curb for disposal.
- (3) *Mattresses and upholstered furniture.* Together one mattress and one box spring shall be considered one bulk item. Mattresses and upholstered furniture will not be collected unless such items are wrapped in plastic and secured appropriately.
- (4) *Refrigerants.* Discarded appliances equipped with Freon will not be collected unless the owner or occupant provides documentation to the contractor, 48 hours prior to the day on which the item is to be collected, that the Freon has been removed by a certified technician.
- (5) *Carpet.* Carpet and carpet padding shall be cut into four-foot sections, rolled or folded, and tied securely into bundles that do not exceed 50 pounds per bundle.
- (6) *Appliances and the like.* Assembled bulk items, such as appliances and swing sets, must be disassembled prior to pick-up. Refrigerator doors must be removed prior to setting out for pick-up.
- (7) *Paint.* The only type of paint permissible for disposal during a curbside collection is latex-based or water-based paint. Oil-based paint is strictly prohibited. Paint cans and painting materials must be completely dry before being set out for collection. Paint cans shall not be placed inside a cart; instead, paint cans shall be placed at the curb, with the lids removed, for inspection and collection.

(C) *Placement of bulk items.*

- (1) Bulk items must be placed at the curb in coordination with routine servicing dates and times, unless a customer has scheduled a special pick-up with the city's waste contractor in accordance with division (D) below.
- (2) Bulk items are required to be placed to the curb in accordance with the curbside disposal requirements of division (B) above.

(D) *Special pick-ups.* Owners or occupants of residential parcels wishing to dispose of a bulk item on a day other than their routine collection day, must contact the contractor not less than 48 hours prior to the day upon which the owner or occupant wishes to have the large item collected. Owners or occupants must neatly place at the curb any bulk items scheduled to be collected in the same manner as provided in division (C) above.

(E) *Use of private receptacles for bulk items.* Bulk items weighing 50 pounds, or less, and that fit completely inside a private receptacle may be deposited in such receptacle and placed curbside for collection. Private receptacles used for disposal shall operate in a reasonable and functioning manner, including having access to handles, or wheels, having a proper lid; and ensuring the receptacle is not deteriorated or damaged, so that it may be serviced without issue. Use of a private waste receptacle is permissible only when disposing of bulk items or excess debris. Items placed into a private receptacle for collection, specifically loose or household debris, shall be bagged and secured appropriately.

(1984 Code, § 95.06) (Ord. O-48-15, passed 12-8-2015; Ord. O-35-18, passed 8-28-2018) Penalty, see §95.999

§ 95.007 OTHER VIOLATIONS.

In addition to the violation of any other rules provided in this chapter, the following shall constitute a violation for which penalties may be imposed.

- (A) *Use of unassigned carts.* Possessing or making use of carts that are not assigned to the parcel being serviced.
- (B) *Overloaded carts.* Overloading carts with waste or recyclables weighing more than 75 pounds, or such that the cart cannot be completely closed.
- (C) *Unscheduled set out.* Setting out carts or bulk items on a day other than the scheduled collection day, without making special collection arrangements.
- (D) *Improper storage.* Storing waste, recyclables, carts or bulk items on non-collection days in a manner that substantially deviates from the regulations provided in this chapter, or in an area that is visible from a public right-of-way.
- (E) *Unauthorized use of carts.* Using city-issued or contractor-issued carts for any purpose other than the temporary storage or the disposal of waste or recyclables.
- (F) *Unauthorized waste.* Storing or setting out for collection waste that is strictly prohibited for curbside disposal, as detailed throughout this chapter, or setting out waste in a manner that is non-compliant with this subchapter.

(1984 Code, § 95.07) (Ord. O-48-15, passed 12-8-2015; Ord. O-35-18, passed 8-28-2018) Penalty, see §95.999

COMMERCIAL SERVICES

§ 95.020 CONTAINER SERVICES; GENERALLY.

Commercial end users that produce two or more yards of waste per week are required to use two, four, six or eight yard containers for the temporary storage and disposal of their waste and recyclables, unless the dimension of the parcel cannot accommodate the servicing of a container as determined by the Solid Waste and Recycling Coordinator.

(A) *Assignment of containers.* The contractor shall assign containers to commercial end users that have contracted to receive container services. Containers shall at all times remain the property of the contractor and no person shall intentionally deface, damage or destroy containers, or inadvertently by overloading the container with construction debris or other unauthorized waste.

(B) *Frequency of services.* Commercial end users are required to contract with the contractor for a frequency of service that will ensure compliance with the provisions of this chapter, and to make arrangements for special pickups whenever necessary to ensure that containers never overflow.

(C) *Commercial rates.* Commercial end users shall be billed monthly at the commercial rates established in Ch. 46 of this code of ordinances through one monthly invoice. Owners of multi-unit residential or mixed-use parcels wishing to have an invoice sent to each unit located on the parcel shall be subject to a surcharge.

(D) *Placement and screening.* Containers may not be placed on any public street, alley or sidewalk. Wherever possible, containers must be placed so as to not be visible from any public right-of-way and should be screened on three sides using material consisting of stone brick, block, wood or a continuous planting of evergreens or other perennials. Whenever screening material is placed around a container, two fixed barrier guard posts must be installed within the screening material at the rear of the container to maintain the physical integrity of the enclosure. The fourth side of the container shall be fitted with a gate which can be opened to access the front side of the container. End users are required to consult with the Solid Waste and Recycling Coordinator prior to installing screens and gates to ensure that enclosures are compliant with any and all related regulations.

(E) *Maintenance.* Owners and commercial end users are responsible for maintaining and keeping in good repair enclosures, screening areas, gates and any foliage that may be used as screening. Owners and commercial end users shall maintain the outside of the containers in a safe and sanitary condition and shall take reasonable measures to keep the container free of excessively obtrusive odors. Failing to appropriately maintain the container, the enclosure or the container area shall constitute a violation of this chapter.

(1984 Code, § 95.08) (Ord. O-48-15, passed 12-8-2015) Penalty, see §95.999

§ 95.021 CONTAINERS; DISPOSAL OF WASTE AND RECYCLABLES.

In addition to any other rules provided in this section, commercial end users shall comply with, and multi-unit residential end users shall comply or cause any occupants of a multi-unit residential parcel to comply with the following rules.

(A) *Bagging of waste.* All waste items placed inside a container must be bagged, with the exception of recyclables.

(B) *Excessive items.* All waste or recyclables must fit completely within a container such that the lid to the container can remain closed at all times. In no event shall a bulk item be placed curbside, outside of a container or in a private receptacle, for more than one day.

(C) *Unauthorized waste.* Unless prior arrangements have been made with the contractor, owners, occupants and commercial end users shall not place any unauthorized waste inside a container.

(1984 Code, § 95.09) (Ord. O-48-15, passed 12-8-2015; Ord. O-35-18, passed 8-28-2018) Penalty, see §95.999

§ 95.022 CURBSIDE SERVICE; MULTI-UNIT PARCELS AND COMMERCIAL END USERS.

(A) *General.* Commercial end users and owners of multi-unit parcels producing less than two yards of waste per week or that are located on parcels that cannot accommodate a container shall contract with the contractor for curbside services. The contractor shall provide carts to such users.

(B) *Frequency of service and maximum number of carts.* Commercial end users shall contract for a frequency of service that ensures that the number of carts set out for collection does not exceed a total of 12 carts on any given collection day. It shall be a violation of this chapter to set out more than 12 carts curbside, unless the end users obtains a written waiver from the Solid Waste and Recycling Coordinator.

(C) *Placement of carts.* Unless otherwise expressly provided in this section, commercial and multi-unit end users shall comply with all rules related to residential curbside services set forth in §§ 95.004 through 95.007 of this chapter.

(D) *Interruption in services for non-payment.* In addition to any other violation provided in this chapter, a violation shall be deemed to have occurred if service is interrupted due to the commercial end user's failure to timely pay for services which continues for 30 or more days, and the city requests that the contractor continue collecting waste or recyclables from the parcel. In such case, each instance of collection shall be a violation of this chapter and each instance of non-payment occurring after the initial interruption in service shall constitute a separate and distinct violation for which fines shall be

imposed in the manner provided in this chapter.

(1984 Code, § 95.10) (Ord. O-48-15, passed 12-8-2015)

INDUSTRIAL END USERS

§ 95.035 OPEN-TOP CONTAINER AND COMPACTOR SERVICES.

Industrial end users are required to contract for the delivery and servicing of an open-top container or a compactor of an appropriate size.

(A) *Permitting and placement; open-top containers.* Industrial end users must apply and obtain a permit from the city prior to accepting the delivery of an open-top container or compactor.

(B) *Temporary open-top services.* Unless waived in writing by the city, industrial end users receiving temporary open-top container services shall provide, as part of their application for a permit, a plat of the parcel that is to be serviced drawn to scale, and which shows the location of all abutting structures, public rights-of-way and the location of the proposed open-top container. Permits for temporary open-top containers that are placed on a public right-of-way shall be valid for seven days and must be renewed prior to the expiration of each subsequent seven-day period, unless waived in writing by the city.

(C) *Frequency of services.* Industrial end users are required to contract for a frequency of service that will ensure that waste does not protrude past the loadline of the open-top container, or remain uncollected for extended periods of time.

(D) *Maintenance.* Industrial end users shall maintain the area surrounding the open-top container clean and free from debris at all times. Industrial end users shall or shall cause their employees, agents or subcontractors to ensure that the contents of the container never protrude beyond the loadline of the open-top container. It shall be a violation of this chapter for an end user to allow any person to load an open-top container beyond the loadline. Any item that does not completely fit in an open-top container shall be considered a set out.

(E) *Special pick-ups.* Industrial end users shall make arrangements with the contractor for the collection of any items that do not fit within an open-top container prior to setting such items out for collection. It shall be a violation of this chapter for any waste item to be placed outside of an open-top container or on the curbside, except for on the day upon which the items are to be collected. In no event shall an item be placed outside of an open-top container for more than one day.

(F) *Unauthorized industrial waste.* Unless special arrangement have been made with the contractor, end users shall not place, or allow to be placed, any sewage, processing sludge, animal carcasses, hazardous waste, electronics or liquid waste of any sort inside an open-top container.

(G) *Material from construction and land clearing.*

(1) No person engaged in the destruction, alteration, repair, removal or demolition of any building or other structure shall throw, cast or drop, or cause or permit to be thrown, cast or dropped from any elevation of the building or other structure into or upon any of the streets, sidewalks, alleys or other public ways of the city materials, including, but not limited to, any timber, iron, stone, brick, plaster, shingles, roofing, shavings, chips or other building material, rubbish or debris of any kind.

(2) Tree stumps and large trees cut down or trimmed on occupied residential or commercial property shall be removed by from the property by a qualified contractor.

(1984 Code, § 95.11) (Ord. O-48-15, passed 12-8-2015)

CITATION AND CURES

§ 95.050 CITATIONS.

The city, by and through its designees, may issue citations and impose fines, penalties and/or surcharges related to a violation of any provision of this chapter and the costs incurred for the abatement of any violation, for each violation of any provision of this chapter. Commercial and industrial end users and owners of commercial, residential, multi-unit residential or mixed-use parcels upon which a violation has occurred shall be responsible for responding to a citation, and for the payment of any fine, penalty or surcharge imposed thereunder.

(1984 Code, § 95.12) (Ord. O-48-15, passed 12-8-2015; Ord. O-35-18, passed 8-28-2018)

§ 95.051 EXCEPTIONS.

Upon a showing of hardship or good cause, and in accordance with applicable laws and regulations, the City Manager, or his or her designee, upon the recommendation of the Solid Waste and Recycling Coordinator, may make exceptions to the requirements of this chapter. Such exceptions shall be in writing and placed in the records of the Neighborhood Services Department of the city.

(1984 Code, § 95.13) (Ord. O-48-15, passed 12-8-2015; Ord. O-35-18, passed 8-28-2018)

§ 95.052 CITY CURES.

The city reserves the right to cure or abate any condition existing on a parcel that constitutes a violation of this chapter in

order to minimize any threats to the general safety, health and welfare of its residents at the owners or commercial end user's sole expense.

(1984 Code, § 95.14) (Ord. O-48-15, passed 12-8-2015)

§ 95.053 OWNER CURES.

Upon receipt of a notice of violation issued by the City Manager, or his or her designee, owners of residential or multi-unit residential parcels and commercial or industrial end users may cure a condition that constitutes a violation of §§ 95.001 through 95.007, 95.020 through 95.022 and 95.035 of this chapter to avoid any further action by city. Owners of residential or multi-unit residential parcels and commercial or industrial users who fail to cure such violations shall be subject to fines and penalties as set forth in this chapter and/or be responsible for the reasonable cost of labor and materials incurred to abate the violation as provided in Ch. 92 of this code of ordinances.

(1984 Code, § 95.15) (Ord. O-48-15, passed 12-8-2015; Ord. O-35-18, passed 8-28-2018)

§ 95.054 PAINT.

Paint material may be collected only after the paint in the can is completely dried with the top removed.

(1984 Code, § 95.16) (Ord. O-40-08, passed 9-23-2008)

§ 95.055 MATERIAL FROM CONSTRUCTION AND LAND CLEARING.

(A) No person engaged in the destruction, alteration, repair removal or demolition of any building or other structure shall throw, cast or drop, or cause or permit to be thrown, cast or dropped from any elevation of the building or other structure into or upon any of the streets, sidewalks, alleys or other public ways of the city materials, including, but not limited to, any timber, iron, stone, brick, plaster, shingles, roofing, shavings, chips or other building material, rubbish or debris of any kind.

(B) Contractor-generated solid waste resulting from construction, remodeling or destruction, such as bricks, scraps of lumber, mortar plaster, roof tiles, guttering, shavings and all other materials, must be removed by the contractor.

(C) Debris resulting from land clearing for development purposes must be removed by contractor, developer or owner.

(D) Tree stumps and large trees cut down or trimmed by a contractor on occupied residential or commercial property shall be removed by contractor.

(1984 Code, § 95.17) (Ord. O-40-08, passed 9-23-2008) Penalty, see §95.999

§ 95.056 MOTOR VEHICLE BODY AND PARTS.

Motor vehicle body or engine parts are not acceptable as trash and must be removed by owner.

(1984 Code, § 95.18) (Ord. O-40-08, passed 9-23-2008) Penalty, see §95.999

§ 95.057 OPEN CARTS PROHIBITED.

No person shall cart swill or solid waste through the streets in open vessels or vehicles.

(1984 Code, § 95.19) (Ord. O-40-08, passed 9-23-2008) Penalty, see §95.999

§ 95.058 SCATTERING SOLID WASTE PROHIBITED.

No person shall scatter the contents of trash or garbage containers placed out for collection.

(1984 Code, § 95.20) (Ord. O-40-08, passed 9-23-2008) Penalty, see §95.999

§ 95.059 BURNING PROHIBITED.

Solid waste and garden trash shall not be burned within the city.

(1984 Code, § 95.21) (Ord. O-40-08, passed 9-23-2008) Penalty, see §95.999

§ 95.060 EXCEPTIONS.

Upon a showing of hardship or good cause, the Director of Code Enforcement, or his or her designee, upon the recommendation of the Solid Waste and Recycling Coordinator, may make exceptions to the requirements of this chapter. Such exceptions shall be in writing and placed in the records of the Code Enforcement Department.

(1984 Code, § 95.23) (Ord. O-40-08, passed 9-23-2008)

LITTER ABATEMENT RULES AND REGULATIONS

§ 95.075 LITTER PROHIBITED; EXCEPTION.

(A) No person shall throw, drop, deposit, discard, allow leakage or otherwise dispose of litter, or liquid waste, upon any public place in the city, any dwelling or private property, or in any waters within the jurisdiction of the city, whether from a

vehicle, building or otherwise, except:

(1) When the property is designated by the state or by any of its agencies or the city for disposal of solid waste, and the person is authorized by the proper public authority to so use the property;

(2) When depositing into a private receptacle, heavy use container, public receptacle or other authorized garbage can in such a manner that the litter will be prevented from being carried away or deposited by the wind or other natural elements upon any part of a public place or any private property; or

(3) When the person is the owner or, agent of the owner and the litter or waste is created in connection with any remodeling, rehabilitation or repair; provided, the litter or waste will not cause a public nuisance or violate any other state or local laws, rules or regulations and so long as the litter or waste does not remain on this property for more than one week.

(B) Specific items prohibited under this subchapter include the following:

(1) No person, while a driver or passenger in a vehicle, shall throw, discard or otherwise deposit litter upon any street, public place or private property;

(2) Dump-outs are prohibited;

(3) Sweep-outs are prohibited;

(4) Depositing newspapers, circulars, publications, advertising supplements or handbills on uninhabited or vacant property or on public property, including public sidewalks, except in authorized newspaper/publication boxes, is prohibited. No person shall post or affix, or cause to be posted or affixed, any handbill, notice, poster or other paper or device calculated to attract the attention of the public to any lamp post, public utility pole, tree in the public right- of-way, on the ground or curb area in the public right- of-way or upon any public structure or building, except as may be authorized or required by law;

(5) No vehicle shall be driven or moved on any street unless the vehicle is so constructed or loaded as to prevent any of its load from dropping, shifting, leaking or otherwise escaping therefrom. However, salt, sand or gravel may be dropped for the purpose of securing traction, or water or some other substance may be sprinkled on a roadway surface in the cleaning or maintaining of the roadway by a public authority having jurisdiction for the roadway or by persons under contract or other authorization by the public authority. Any person owning or operating a vehicle from which any glass, metal or other objects of its load have fallen or escaped that would constitute an obstruction or damage a vehicle or otherwise endanger travel upon a street shall immediately cause the street to be cleaned of all the glass, metal or other objects and shall pay any cost therefor; and

(6) Temporary signage placed on streets, sidewalks and public places, including public rights- of-way, is prohibited, except as may be authorized or required by law.

(1984 Code, § 95.30) (Ord. O-40-08, passed 9-23-2008) Penalty, see §95.999

§ 95.076 PLACEMENT OF PRIVATE RECEPTACLES.

(A) Private receptacles shall be placed in the parking lots of all gasoline service stations, taverns, liquor stores, shopping centers, grocery stores, marinas, boat launching areas, bathing areas and all other privately-owned areas that are open to the public. A minimum of one private receptacle per 10,000 square feet of parking area, with a maximum of ten receptacles shall be provided in these areas. Private receptacles must have lids or "hoods" or otherwise be of a type authorized or approved by the Solid Waste and Recycling Coordinator.

(B) It shall be the responsibility of any person owning or operating any establishment in which private receptacles are required by this section to procure, place, maintain and empty the litter receptacles on the premises at his or her own expense.

(C) Private receptacles shall also be placed at all commercial or industrial loading/unloading areas. These areas should be kept free of all litter.

(D) Authorized private receptacles or heavy-use containers shall be placed at all repair, construction and demolition sites for proper disposition of this waste.

(1984 Code, § 95.31) (Ord. O-40-08, passed 9-23-2008) Penalty, see §95.999

§ 95.077 USE OF PUBLIC RECEPTACLES; SIDEWALKS AND GUTTERS REQUIRED TO BE LITTER FREE.

(A) Public receptacles placed on sidewalks and in other public places shall be used only for litter or solid waste that persons may have for disposal while passing along the street or other public places, and in no event shall these receptacles be used for the disposal of other solid waste accumulated in residences or places of business.

(B) Persons placing litter in public receptacles or in authorized private receptacles shall do so in such a manner as to prevent litter from being carried or deposited by the wind or other natural elements upon any street, sidewalk or other public place or upon private property.

(C) Persons owning or occupying private property in the city shall keep the sidewalk and curb area in front of their property free of litter and waste. No person shall sweep or deposit in any gutter, street or other public place within the city

the accumulation of litter or waste from any building or lot or from any public or private sidewalk or driveway.

(D) Persons owning or occupying places of business within the city shall keep the sidewalk and gutters in front of their business premises free of litter and waste. No person owning a place of business shall sweep or deposit in any gutter, street or other public place within the city the accumulation of litter or waste from any building or lot or from any public or private sidewalk or driveway.

(1984 Code, § 95.32) (Ord. O-40-08, passed 9-23-2008)

§ 95.078 REMOVAL OF LITTER.

(A) Removal of litter and solid waste from private property shall be the responsibility of every property owner or tenant in the city. All owners or tenants shall keep their property free of litter and solid waste.

(B) This includes, but is not limited to, the following:

(1) In loading/unloading areas of private property;

(2) At repair, construction and demolition sites;

(3) On private premises, including premises that may attract or accommodate the public, such as restaurants, groceries, taverns, hotels and reception facilities; and

(4) On sidewalks, curbs and steps abutting private property.

(1984 Code, § 95.34) (Ord. O-40-08, passed 9-23-2008) Penalty, see §95.999

§ 95.079 LITTER IN PARKS, LAKES AND FOUNTAINS.

(A) 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.

(B) No person shall throw or deposit litter in any fountain, pond, lake, stream, river or any other body of water in a park or elsewhere within the city.

(1984 Code, § 95.35) (Ord. O-40-08, passed 9-23-2008) Penalty, see §95.999

§ 95.080 LITTER ON OCCUPIED PRIVATE PROPERTY; OWNER TO MAINTAIN PREMISES.

(A) 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 private property.

(B) The owner or person in control of any private property shall, at all times, maintain the premises free of litter; provided, however, that, this section shall not prohibit the storage of litter in authorized private receptacles for collection.

(1984 Code, § 95.36) (Ord. O-40-08, passed 9-23-2008) Penalty, see §95.999

TRANSPORTATION OF HAZARDOUS WASTES

§ 95.095 DEFINITION.

For the purposes of this subchapter, **HAZARDOUS WASTES** are as defined in federal regulations at 49 C.F.R. § 172.101 under the Federal Hazardous Materials Transportation Act; and at 40 C.F.R. part 260 under the Federal Resource Conservation and Recovery Act; and as defined in state regulations at 401 K.A.R. 2:075, *Identification and Listing of Hazardous Waste*, pursuant to KRS Ch. 224.

(1984 Code, § 95.40) (Ord. O-40-08, passed 9-23-2008)

§ 95.096 PERMIT; FEE.

(A) No person, firm or corporation shall deliver for sale, use or storage; or transport by truck, semi-trailer or tank truck, within the city any hazardous wastes defined in § 95.095 of this chapter, in quantities exceeding those outlined above, without a permit from the Fire Chief authorizing such transportation, following a determination that no practical alternate route to passage through the city exists.

(B) Application for a permit shall be made on forms prescribed by the Fire Chief and shall contain such information as shall be required.

(C) Unless otherwise provided, every permit and renewal thereof shall be for a period to be determined by the Fire Chief, but in no case shall exceed one year.

(D) The permit is revocable and not transferable to a new ownership and, in the case of a change of ownership of the truck, the new owner shall obtain a new permit.

(E) The decal furnished by the Fire Department when its permit is issued must be securely fastened at the exterior of the cab on the left side of the truck and displayed during the life of the permit. On a cargo tank semi-trailer (tank permanently attached), the decal shall be affixed to a tank head (near the Interstate Commerce Commission markings).

(F) The Fire Department inspection card must be carried at all times in the cab of the truck or tractor in a card holder, and on demand of a representative of the Fire or Police Department, shall be produced for inspection of the vehicle.

(G) It shall be unlawful for any person to sell, give away or deliver hazardous wastes in quantities requiring a Fire Department permit to another person, unless the latter has secured from the Fire Chief a permit issued pursuant to this subchapter.

(H) An annual fee shall be charged for each permit issued pursuant to the provisions of this subchapter in the amount of \$25.

(1984 Code, § 95.41) (Ord. O-40-08, passed 9-23-2008) Penalty, see §95.999

§ 95.097 PROHIBITED ACTS.

(A) Full type trailers shall be prohibited for the transportation or delivery of hazardous wastes in the city. **AFULL TYPE TRAILER** is any vehicle without its own motive power, no part of which rests on the towing vehicle, but which is drawn by a motor vehicle.

(B) Interstate or intrastate transportation of hazardous wastes through the city, with no pickup or delivery in the city, shall be only in accordance with routes and times as prescribed by the Fire Chief when such transportation has not been issued a Fire Department permit. The routes shall be those most direct and through areas least inhabited and said times shall never be during the rush hours, between 6:00 to 10:00 a.m. and 3:00 to 7:00 p.m.

(C) Interstate or intrastate transportation of hazardous wastes are banned in the public interest by the Fire Chief, unless the vendor can show that no practical alternative route to passage through the city exists or that a critical emergency requires delivery in the city. Any truck shipment so authorized shall conform to routes, times and safety conditions specified by the Fire Chief.

(1984 Code, § 95.42) (Ord. O-40-08, passed 9-23-2008)

HAZARDOUS MATERIAL SPILLS OR RELEASES

§ 95.110 REPORTING OF THE SPILLING OR RELEASING OF HAZARDOUS MATERIAL SUBSTANCES.

(A) *Purpose; applicability.*

(1) *Purpose.* The purpose of this section is the protection of public health and safety in the city, through prevention and control of hazardous materials incidents and releases and to require the timely reporting of releases thereof.

(2) *Applicability.* This section shall apply to all persons who manufacture, use or store hazardous materials in quantities prescribed by this section and as defined herein, within the city.

(B) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AUTHORIZED RELEASE.

(a) A release which is a federally permitted release under 42 U.S.C. § 9601(10);

(b) A release to waters of the United States or adjoining shorelines which is exempt from notification under 40 C.F.R. §§ 117.11 through 117.14; and

(c) The introduction of any pollutant into a publicly-owned treatment works which is not in violation of applicable pretreatment requirements or other regulations controlling the introduction of pollutants into the publicly-owned treatment works.

CONSUMER PRODUCT. The meaning stated in 15 U.S.C. § 2052.

EMPLOYEE. Any person who works, with or without compensation, in a workplace.

EMPLOYER. Any person, firm, corporation, partnership, association, government agency or other entity engaged in a business or in providing services that has employees.

ENVIRONMENT.

(a) The navigable waters of the United States and any other surface water, ground water, drinking water supply, soil surface, subsurface strata, storm sewer or publicly- or privately-owned treatment works (other than those handling only wastewater generated at a facility) within the boundaries of the city; and

(b) Shall include air only for purposes of reporting releases pursuant to division (F)(1) below.

FACILITY.

(a) Any building, structure, installation, equipment, pipe or pipeline (including any pipe into a sewer or publicly-owned treatment works), well, pit, pond, lagoon, impoundment, ditch, landfill, storage container, motor vehicle, rolling stock or aircraft; or

(b) Any site or area where a hazardous material has been deposited, stored, disposed of, placed or otherwise come to be located; but does not include any consumer product in consumer use or any vessel.

HAZARDOUS MATERIALS.

(a) As follows:

1. Any substance designated pursuant to § 311(b)(2)(A) of the Federal Water Pollution Control Act, being 33 U.S.C. §§ 1251 et seq.;

2. Any element, compound, mixture, solution or substance designated by the U.S. Environmental Protection Agency (EPA) pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, § 102 (CERCLA), being 42 U.S.C. §§ 9601 et seq.;

3. Any hazardous waste having the characteristics identified under or listed pursuant to § 3001 of the Solid Waste Disposal Act, being 42 U.S.C. §§ 6901 et seq. (commonly known as the "Resource Conservation and Recovery Act" or "RCRA"), but not including any waste the regulation of which under the Solid Waste Disposal Act, being 42 U.S.C. §§ 6901 et seq. has been suspended by Congress;

4. Any toxic pollutant listed under § 307(a) of the Federal Water Pollution Control Act, being 33 U.S.C. § 1317(a);

5. Any hazardous air pollutant listed under § 112 of the Clean Air Act; and

6. Any imminently hazardous chemical substance or mixture with respect to which the Administrator of the U.S. Environmental Protection Agency has taken action pursuant to § 7 of the Toxic Substances Control Act. The term does include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under divisions (a)1. through (a)6. of this definition, and the term does include, if stored, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

(b) Shall include radioactive materials and isotopes, and explosives. **HAZARDOUS MATERIALS** shall not include household wastes and other materials excluded by 40 C.F.R. § 261.4.

NORMAL APPLICATION OF PESTICIDES. Application pursuant to the label directions for application of a pesticide product registered under §§ 30 or 24 of the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA") as amended (7 U.S.C. §§ 135 et seq.), or pursuant to the terms and conditions of an experimental use permit issued under § 5 of FIFRA, or pursuant to an exemption granted under § 18 of FIFRA.

OIL. Oil of any kind or in any form including, but not limited to, petroleum, fuel oil, sludge, oil refuse and oil mixed with wastes other than dredged spoil.

PERSON. Any individual, trust, firm, company, society, corporation, joint stock company, partnership, consortium, association, cooperative, joint venture, city, county, city and county special district, the state or any department or agency or political subdivision thereof, the United States Government or other commercial or legal entities.

RELEASE. Any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment, but excluding:

(a) With respect to a claim which such persons may assert against the employer of such persons as provided by CERCLA regulations, any release which results in exposure to persons solely within a workplace;

(b) Emissions from the engine exhaust or a motor vehicle, rolling stock, aircraft, vessel or pipeline pumping station engine; and

(c) The normal application of fertilizer and pesticides.

REPORTABLE QUANTITY. The quantity as set forth in division (E) below.

STORE. To deposit or place a substance in the city for a period of ten days or more; provided, such substance is not otherwise in transit.

USE. To store, maintain, treat, process, handle, generate, dispose of or otherwise manage **USE** shall not include any mode of transportation other than on-site transportation.

VESSEL. Every description of watercraft or other artificial contrivance used, or capable of being used, as a means of transportation on water.

(C) *Confidential information; trade secrets.* Information and data provided by any person or obtained from any report, questionnaire, permit application, permit and monitoring program, and from inspections shall not be made available to the public or any other governmental agency, unless required by law.

(1) Upon submission of information in any form, it shall be the obligation of the submitter to separate all confidential and trade secret material from any material subject to disclosure under the law.

(2) Any requests made under the law for information containing confidential or trade secrets shall be brought to the attention of the person requesting confidentiality of its trade secrets by certified mail, return receipt requested. The notification shall advise the person requesting confidentiality of the decision of the administering agency regarding release of the confidential information. In no event will such confidential information be released until five days have elapsed from the date notice is sent by registered mail.

(3) Within 72 hours after receipt of notification, the person requesting confidentiality of its trade secrets shall have the burden to initiate appropriate actions at law or otherwise to protect its confidential or trade secrets from disclosure, and must demonstrate that public disclosure of confidential or trade secrets is likely to cause substantial harm to his or her competitive position.

(4) Any individual who releases information containing confidential or trade secrets in violation of the law or this section shall be subject to disciplinary action by his or her employer for malfeasance, misfeasance and willful neglect of official duties, and may further be guilty of misuse of confidential information under KRS 522.040.

(5) The provisions of this section shall in no way prohibit or limit the exchange of information, confidential or otherwise, between public agencies when the exchange is serving a legitimate governmental need or is necessary in the performance of a legitimate government function.

(D) *Disclaimer of liability.* This section shall not create liability on the part of the administering agency for any damages that result from reliance on this section or any administrative decision lawfully made thereunder. All persons are advised to determine to their own satisfaction the level of protection, in addition to that required by this section, necessary or desirable to ensure that there is no unauthorized release of hazardous materials.

(E) *Reporting requirements; determination of reportable quantities.*

(1) *Listed hazardous materials.* The quantity in the column "RQ" for each hazardous material in Appendix A attached to Ord. O-36-88 and incorporated herein by reference is the reportable quantity for that material. The Appendix A list (40 C.F.R. part 302) will be automatically updated at such times as EPA publishes a new list. Reportable quantities may be adjusted higher or lower as provided by division (E)(4) below.

(2) *Unlisted hazardous materials.* Unlisted hazardous wastes designated as hazardous materials have the reportable quantity of 100 pounds, except for those unlisted hazardous wastes exhibiting the characteristics of EP toxicity identified in 40 C.F.R. § 261.24. Unlisted hazardous wastes which exhibit EP toxicity have the reportable quantities listed in Appendix A for the contaminant on which the characteristic of EP toxicity is based. If an unlisted hazardous waste exhibits EP toxicity on the basis of more than one contaminant, the reportable quantity for that waste shall be the lowest of the reportable quantities listed in Appendix A for those contaminants. If an unlisted hazardous waste exhibits the characteristic of EP toxicity and one or more of the other characteristics, the reportable quantity shall be the lowest of the applicable reportable quantity.

(3) *Oil.*

(a) The reportable quantity for releases of oil to waters of the United States or adjoining shorelines is any quantity which violates applicable water quality standards or causes a film or sheen upon or discoloration of the surface of the water or adjoining shorelines, or causes a sludge or emulsion to be deposited beneath the surface of the water or upon adjoining shorelines.

(b) The reportable quantity for releases of oil to the environment other than releases to waters of the United States and adjoining shorelines is 56 gallons.

(c) Notwithstanding any other provision of this section, a release of oil from a properly functioning vessel engine shall not be deemed to be in a reportable quantity; however, this provision shall not be applicable to oil accumulated in a vessel's bilges.

(4) *Higher reportable quantity.* Notwithstanding any other provision of this section, the administering agency may designate a reportable quantity for a hazardous material in excess of the quantity determined under this section if the administering agency determines that the higher reportable quantity is consistent with the purposes and objectives of this section.

(5) *Release of hazardous materials to sanitary sewer system.* Notwithstanding any other provision of this section, any release of a hazardous material to a sanitary sewer system which is prohibited under applicable pretreatment or other regulations governing discharges to the sanitary sewer system shall be deemed to be discharged in a reportable quantity.

(6) *Component hazardous materials release.* A release of a mixture or solution of which a hazardous material is a component shall be considered to be a release in a reportable quantity only where the component hazardous material of the mixture or solution is released in a quantity equal to or greater than its reportable quantity.

(F) *Reporting requirements; notification of Police/Fire Dispatch Center.*

(1) *Notice upon discovery.* Whenever a release (other than an authorized release) of any hazardous material, in a quantity which exceeds the reportable quantity, occurs on any facilities of any kind, the person in charge, upon discovery of such release, or evidence of there having been a release, even though it has apparently been controlled, shall immediately cause notice of the existence of such release, the circumstances of same, and the location thereof to be given to the Police/Fire Dispatch Center.

(2) *Emergency telephone number.* The notice required by this section in the city shall be given by telephoning 859-292-

2222 or such other emergency telephone number as may be designated. This one call will meet the requirement of notifying local agencies and, to the extent permitted under an existing memorandum of understanding, will provide notice to the state's Cabinet for Natural Resources and the Fire Marshal.

(3) *Duty to control release.* The requirements of this section shall not be construed to forbid any person on or about the facilities from using all diligence necessary to control such release prior to the notification to the Police/Fire Dispatch Center, especially if such efforts may result in the containment of the release the abatement of extreme hazard to the employees or the general public. Delays in reporting releases due to in-house notification of off-site owners/supervisors shall not be acceptable and may result in penalties.

(4) *Air releases.* Accidental air releases in excess of the reportable quantities listed in Appendix A attached to Ord. O-36-88 and incorporated herein by reference, or, if unlisted, as prescribed by division (E) above (releases that are required to be reported to state and federal authorities), shall be reported under the requirements of this section.

(5) *Duty to report to federal agencies.* No statement contained in this section shall be construed to exempt or release any person from any other notification or reporting procedure required by any federal agency.

(1984 Code, § 95.50) (Ord. O-40-08, passed 9-23-2008)

ENFORCEMENT

§ 95.125 ENFORCEMENT, FINES AND APPEALS.

This chapter may be enforced by any peace officer, police, citation officer, the City Manager, or his or her designee, the Solid Waste and Recycling Coordinator, any Code Enforcement Officer or any Housing Inspector (hereinafter "enforcement officer"). Violations may be enforced through the city's Code Enforcement Board.

(1984 Code, § 95.60) (Ord. O-48-15, passed 12-8-2015; Ord. O-35-18, passed 8-28-2018)

§ 95.999 PENALTY.

(A) Civil penalties for violation.

(1) Violations of the rules and regulations set forth in this chapter shall constitute a civil offense and an enforcement officer may issue a citation to the person found to be in violation of these sections of the chapter, in accordance with the applicable procedures set forth in Ch. 92 of this code of ordinances. In the event a citation is issued, the citation shall bear a civil penalty in accordance with the fines established in division (E) below, the costs of abatement, or both.

(2) As an alternative to the imposition of civil fines, any person violating the provisions set forth in division (A)(1) above shall be guilty of a misdemeanor and, in addition to or in lieu of any other penalty, the person may be in the sound discretion of the court, directed by the court to pick up and remove from any public place or any private property, with permission of the owner or the person in possession of the property, upon which it is established that the person has deposited litter, any and all litter deposited thereof by anyone prior to the date of the execution of sentence. Violation of any portion of these chapter sections is punishable by a fine of not less than \$100 or more than \$500 and for the removal of litter from areas designated by the courts. Each and every day during which a stationary violation continues, except in cases in which a given time has been allowed for corrective action to be taken, shall be a separate and distinct offense.

(3) As an alternative to the imposition of civil fines, the person responsible for violation of §95.110 of this chapter in relation to a hazardous material release in an amount exceeding the reportable quantity shall be deemed guilty of a misdemeanor and may be fined not more than \$500 per day or imprisoned in the county jail for not more than one year, and if the release involved willful violation, negligence or repeated spills under similar conditions and where a significant quantity of hazardous material is involved taking into account real or potential damage to the environment and threat to the public health. Every incident giving rise to such a release shall constitute a separate offense; however, no person shall be held responsible for more than one violation per day where the violations occur at the same facility and are casually related.

(4) As an alternative to the imposition of civil fines, any person who fails to notify the Police/ Fire Dispatch Center as required by § 95.050 of this chapter shall be deemed guilty of a misdemeanor and may be fined not more than \$500 or imprisoned in the county jail for not more than one year.

(1984 Code, § 95.61)

(B) *Civil fines; residential owners and commercial end users.* Violations of this chapter shall constitute a civil offense and an enforcement officer may issue a citation to the person found to be in violation of these sections of the chapter, in accordance with the applicable procedures set forth in Ch. 92 of this code of ordinances. In the event a citation is issued, the citation shall bear a civil penalty, in accordance with the fines established in division (E) below, the costs of abatement, or both. Each day that a violation continues to exist after a citation has been issued in accordance with the applicable procedures set forth in Ch. 92 of this code of ordinances may be deemed a separate offense, but in no event shall the fine exceed \$10,000 for any one violation.

(1984 Code, § 95.62)

(C) *Civil fines; industrial users.* Violations of this chapter shall constitute a civil offense and an enforcement officer may issue a citation to the person found to be in violation of this chapter, in accordance with the applicable procedures set forth in Ch. 92 of this code of ordinances. In the event a citation is issued, the citation shall bear a civil penalty in accordance with

the fines established in division (E) below, the costs of abatement, or both. Each day that a violation continues to exist after a citation or notice of violation has been issued in accordance with the applicable procedures set forth in Ch. 92 of this code of ordinances may be deemed a separate offense, but in no event shall the fine exceed \$10,000 for any one violation.

(1984 Code, § 95.63)

(D) *Penalties for repeat violators.* For each distinct parcel, any owner who has been found to have violated, or on whose parcel an occupant or end user has been found to have violated any provision of this chapter on more than three occasions within a 12-month period may be subject to additional civil penalties for any subsequent violations. This includes, but is not limited to, an automatic doubling of the fines for any violations in excess of three violations within a 12-month period; provided, however, that, no fine for any violation shall exceed \$10,000.

(1984 Code, § 95.64)

(E) *Civil fines.* Violations of this chapter which have been designated as enforceable as civil offense shall be subject to the following schedule of civil fines:

(1) If a citation for a violation of this chapter is not contested by the person charged with the violation, the penalties set forth in this division (E) apply:

RESIDENTIAL SERVICES	
RESIDENTIAL SERVICES	
95.005(B) Collection times	\$25
95.005(C) Placement of carts	\$25
95.005(D) Removal of carts	\$25
95.005(E) Placement of stored cards	\$25
95.005(F) Trash disposal	\$25
95.005(G) Recycling	\$25
95.005(H) Loading of carts	\$25
95.006(B) Bulk item specifications	\$25
95.006(C) Placement of bulk items	\$25
95.006(D) Special pick-ups	\$25
95.006(E) Use of private receptacle	\$25
95.007(A) Use of unassigned carts	\$50
95.007(B) Overloaded carts	\$50
95.007(C) Unscheduled set out	\$50
95.007(D) Improper storage	\$50
95.007(E) Unauthorized use of carts	\$50
95.007(F) Unauthorized waste	\$75
COMMERCIAL SERVICES	
95.020(D) Placement and screening	\$100
95.020(E) Maintenance	\$100
95.021(A) Bagging of waste	\$50
95.021(B) Excessive items	\$75
95.021(C) Unauthorized waste	\$100
95.022(B) Frequency of service/max. carts	\$50
95.022(C) Placement of carts	\$50
95.022(D) Interruption of services	\$100
INDUSTRIAL SERVICES	
95.035(A) Permitting and placement	\$50
95.035(C) Frequency of service	\$50
95.035(D) Maintenance	\$100
95.035(E) Special pick-ups	\$50
95.035(F) Unauthorized waste	\$100
95.035(G) Dangerous disposal	\$100
LITTER PROHIBITED	
95.058 Scattering solid waste prohibited	\$25

95.059 Burning prohibited	\$100
95.075(A), (B) Litter generally	\$30
95.076(A) - (D) Private receptacles	\$100
95.077(A) Public receptacles, private use	\$50
95.077(C) Private property	\$25
95.077(D) Business premises	\$50
95.078 Removal of litter	\$100
95.079(A), (B) Litter in parks/water	\$25
95.080(A) Littering on private property	\$50
HAZARDOUS WASTE	
95.096, 95.097 Permits/prohibited acts	\$2,000
95.110(E), (F) Reporting	\$5,000

(2) If the citation is contested and a hearing before the Code Enforcement Board is required, the following maximum penalties may be imposed at the discretion of the Code Enforcement Board:

RESIDENTIAL SERVICES	
95.005(B) Collection times	\$50
95.005(C) Placement of carts	\$50
95.005(D) Removal of carts	\$50
95.005(E) Placement of stored cards	\$50
95.005(F) Trash disposal	\$50
95.005(G) Recycling	\$50
95.005(H) Loading of carts	\$50
95.006(B) Bulk item specifications	\$50
95.006(C) Placement of bulk items	\$50
95.006(D) Special pick-ups	\$50
95.006(E) Use of private receptacle	\$50
95.007(A) Use of unassigned carts	\$100
95.007(B) Overloaded carts	\$100
95.007(C) Unscheduled set out	\$100
95.007(D) Improper storage	\$100
95.007(E) Unauthorized use of carts	\$200
95.007(F) Unauthorized waste	\$150
COMMERCIAL SERVICES	
95.020(D) Placement and screening	\$200
95.020(E) Maintenance	\$200
95.021(A) Bagging of waste	\$100
95.021(B) Excessive items	\$150
95.021(C) Unauthorized waste	\$200
95.022(B) Frequency of service/ max. carts	\$100
95.022(C) Placement of carts	\$100
95.022(D) Interruption of services	\$200
INDUSTRIAL SERVICES	
95.035(A) Permitting and placement	\$100
95.035(C) Frequency of service	\$100
95.035(D) Maintenance	\$200
95.035(E) Special pick-ups	\$100
95.035(F) Unauthorized waste	\$200
95.035(G) Dangerous disposal	\$200
LITTER PROHIBITED	
95.058 Scattering solid waste prohibited	\$25

95.059 Burning prohibited	\$100
95.075(A), (B) Litter generally	\$30
95.076(A) - (D) Private receptacles	\$100
95.077(A) Public receptacles, private use	\$50
95.077(C) Private property	\$25
95.077(D) Business premises	\$50
95.078 Removal of litter	\$100
95.079(A), (B) Litter in parks/water	\$25
95.080(A) Littering on private property	\$50
HAZARDOUS WASTE	
95.096, 95.097 Permits/prohibited acts	\$2,000
95.110(E), (F) Reporting	\$5,000

(1984 Code, § 95.65)

(F) *Liens*. The city shall possess a lien on real property owned by the person found by a non-appealable final order as defined within § 92.03 of this code of ordinances or by a final judgment of a court to have committed a violation of a city ordinance. Such lien shall include all civil fines, charges, fees and abatement costs incurred by the city. The requirements of § 92.20 of this chapter relating to the perfection of the city's lien interest shall be followed.

(1984 Code, § 95.66)

(Ord. O-48-15, passed 12-8-2015; Ord. O-33-16, passed 11-15-2016; Ord. O-35-18, passed 8-28-2018)

§ 90.16 LITTERING.

(A) No person, firm, or corporation shall litter or cause to be placed on any city street or public way of the city any litter, dirt, trash, rubbish, refuse, mud, soil, or similar debris or allow or permit the above to remain on any city street or public way of the city for more than 12 hours without removing it and cleaning and clearing the street or public way so that it is restored to its original condition prior to the littering.

(B) Any person, firm, or corporation convicted of violating this section shall be fined not less than \$100 nor more than \$500. Each day that the violation continues shall be a separate offense.

(Ord. O-336A-56, passed 5-22-56; Am. Ord. O-21-79, passed 8-14-79)

Cross-reference:

Criminal littering, see § 131.04

Statutory reference:

Litter control, see KRS 224.905 through 244.970

City of Fort Mitchell, Kentucky Code of Ordinances

2020 S-8 Supplement contains:
Local legislation current through June 30, 2020; and
State legislation current through KRS 2019 Acts Issue

Published by:

American Legal Publishing Corporation

525 Vine Street * Suite 310 * Cincinnati, Ohio 45202
1-800-445-5588 * www.amlegal.com

Disclaimer: This Code of Ordinances and/or any other documents that appear on this site may not reflect the most current leg

LITTERING

§ 130.15 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.

('88 Code, § 94.01) Penalty, see § [130.99](#)

§ 130.16 TRACKING FOREIGN MATTER ON STREETS.

(A) No person shall operate on any street, alley or other public place a vehicle with mud, dirt, sticky substances, litter or foreign matter on its wheels or other parts if this operation results in the depositing or tracking of mud, dirt, sticky substances, litter or foreign matter on any street, alley or other public place.

(B) No person being owner of real property or a prime contractor in charge of a construction site shall maintain the property or construction site so that vehicles upon the property or construction site pick up mud, dirt, sticky substances, litter or foreign matter on the wheels or other parts of the vehicles and deposit or track the mud, dirt, sticky substances, litter or foreign matter onto any street, alley or other public place. (Ord. 1986-3, passed 4-7-86)

('88 Code, § 94.02) Penalty, see § [130.99](#)

Cross-reference:

Tracking of foreign matter at construction sites, see § [150.15](#)

§ 130.17 HAULING LOOSE MATERIAL.

No person shall drive or move any truck or other vehicle within the city unless the vehicle is so constructed and loaded as to prevent any load, contents or litter from being thrown or deposited upon any street, alley or other public place. No person, being the

owner, driver or other person in charge of a vehicle hauling excavated material, coal, coke, construction or building materials or other materials within the city shall permit any part of this material to fall, drop or be blown therefrom on a city street, alley or other public place. When a vehicle carries trash, sawdust, ashes, cinders, sand, earth, lime, manure or other substance liable to be blown away, the owner, driver or other person in charge thereof shall, before driving or operating it on any street, alley or other public place, cause the substance or substances to be completely covered with a canvas, duck or other substantial covering in a manner that the substance or substances cannot fall or be blown from the vehicle.

('88 Code, § 94.03) (Ord. 1986-3, passed 4-7-86) Penalty, see § [130.99](#)

§ 130.18 SWEEPING LITTER INTO GUTTERS.

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.

('88 Code, § 92.04) Penalty, see § [130.99](#)

§ 130.19 LITTER ON PRIVATE PROPERTY.

(A) No person shall throw or deposit litter on any occupied private property within the city, whether owned by that person or not, except that the owner or person in control of private property may maintain authorized private receptacles for collection in a manner that litter will be prevented from being carried or deposited by the elements upon streets, sidewalks or other public places, or upon any private property.

(B) No person shall throw or deposit litter on any open or vacant private property within the city whether owned by that person or not.

('88 Code, § 92.05) Penalty, see § [130.99](#)

§ 130.99 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is provided shall be subject to the penalty of § [10.99](#).

(B) Any person, firm or corporation, other than a minor, violating any of the provisions of § [130.03](#) shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not less than \$25 nor more than \$500, or imprisoned for a period not to exceed six months, or both so fined and imprisoned upon conviction in a court of competent jurisdiction. Each day a violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder. Any minor violating any of the provisions of this chapter shall be dealt with in accordance with the appropriate juvenile laws of the Commonwealth of Kentucky. ('88 Code, § 130.02) (Ord. 1969-4, passed 2-17-69)

(C) Any child violating any provision of division (A) of § [130.04](#) shall be subject to the procedures and penalties provided for by the State Unified Juvenile Code. Any parent, guardian or person having legal custody of a child who violates any provision of division

(A) § [130.04](#) may be subject to the financial penalty provided for in KRS 610.180. ('88 Code, § 130.03)

(D) Whoever violates any of the provisions of §§ [130.15](#) through [130.19](#) for which a penalty is not specified shall be guilty of a misdemeanor and shall be fined not more than \$500. Each day the violation is committed or permitted to continue shall constitute a separate offense.

(E) Any person convicted of violating any of the provisions of §§ [130.16](#) or [130.17](#) shall be guilty of a misdemeanor and shall be fined not less than \$20 nor more than \$500. Each day a violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

(Ord. 1986-3, passed 4-7-86)

('88 Code, § 94.99)

(F) Any person who violates any of the provisions of § [130.05](#) shall be fined not less than \$50 or more than \$100, imprisoned for not more than 50 days, or both. Each violation shall constitute a separate offense. (Ord. 1999-7, passed 7-19-99)

(G) Any violation of this chapter is hereby classified as a civil offense, pursuant to [Chapter 41](#) and KRS 65.8808, and such classification is intended, and shall be construed, to provide an additional or supplemental means of obtaining compliance with the applicable code sections, and nothing contained herein or in [Chapter 41](#) shall prohibit the enforcement of this chapter by any other means authorized by law.

(H) If a citation for a violation of this chapter is not contested by the person charged with the violation, the civil fine to be imposed for each offense shall be \$50 for the first offense, \$90 for the second offense, and \$210 for the third, and thereafter, offense.

(I) If a citation is contested and a hearing before the Code Enforcement Board is required, the maximum civil fine which may be imposed at the discretion of the Board shall be from \$20 to \$200 for the first offense, from \$60 to \$600 for the second offense, and from \$180 to \$1,800 for the third, and thereafter, offense.

(J) Each section of the ordinance violated shall be considered a separate fineable offense. If two or more sections of the ordinance are violated, the fines shall be cumulative and be enforced under the same citation. Each day a violation exists shall be considered a separate offense upon issuance of a separate citation.

(Ord. 1999-13, passed 8-17-99)

Cross-reference:

Code Enforcement Board, see [Chapter 41](#)

Disclaimer: This Code of Ordinances and/or any other documents that appear on this site may not reflect the most current legislation adopted by the Municipality. American Legal Publishing Corporation provides these documents for informational purposes only. These documents should not be relied upon as the definitive authority for local legislation. Additionally, the formatting and pagination of the posted documents varies from the formatting and pagination of the official copy.

The official printed copy of a Code of Ordinances should be consulted prior to any action being taken. For further information regarding the official version of any of this Code of Ordinances or other documents posted on this site, please contact the Municipality directly or contact American Legal Publishing toll-free at 800-445-5588.

Hosted by: American Legal Publishing Corporation

GENERAL PROVISIONS

§ 97.01 SPITTING ON STREETS OR SIDEWALKS PROHIBITED.

It shall be unlawful for any person to spit on any street, sidewalk, or public place in the city. ('83 Code, § 97.01) (Ord. 1009, passed 3-18-57) [Penalty, see § 10.99](#)

§ 97.02 PLACING LITTER, GARBAGE OR SNOW ON STREETS OR SIDEWALKS.

(A) It shall be unlawful to throw, scatter, or sweep into any street, avenue, alley, park, or public ground, any dirt, paper, nails, bottles, pieces of glass or board, fruit parings or skins, or refuse or rubbish of any kind; or to throw or place such matters upon any sidewalk or street crossing; on any driveway; or in or on the floor, stairway, restroom, or hallway of any public building, theater, or on any private land. ('75 Code, § 95.01)

(B) No person shall throw, scatter, dump, or deposit any trash, garbage, refuse, or other waste, or cause the same to be thrown, scattered, dumped, or deposited in or on any street, public place, or private land. No person shall throw, scatter, dump, or deposit garbage, refuse, or other wastes, or cause the same to be thrown, scattered, dumped, or deposited on his/her land or the land of another within the area where the city makes regular garbage collection.

(C) It shall be unlawful for any person to throw, scatter, sweep, shovel, plow, dump, push or place snow, ice or similar matter on or into any street, avenue or alley; or cause or allow snow, ice or similar matter to be thrown, scattered, swept, shoveled, plowed, dumped, pushed or placed on or into any street, avenue or alley, in such a manner as to impair or impede pedestrian or vehicular travel, or in such a manner which may create a dangerous situation. This provision shall not apply to employees or contractors of the city or the Commonwealth of Kentucky, who are performing their duties, including but not limited to snow removal, ice removal, repair and construction.

('83 Code, § 97.02) (Ord. 1009, passed 3-18-57; Am. Ord. O-15-2010, passed 9-20-10) [Penalty, see § 10.99](#)

Cross-reference:

Distribution of handbills, see [§§ 110.04 through 110.09](#)

§ 97.03 VEHICLES CARRYING SHIFTING LOADS; DEPOSITING MUD OR DEBRIS ON STREETS.

(A) No person shall drive or move any truck or other vehicle within the city unless such vehicle is so constructed and loaded as to prevent any load, contents or litter from being thrown or deposited upon any street, alley or other public place. No person, being the owner, driver or other person in charge of a vehicle hauling excavated material, coal, coke, construction or building materials, or other materials within the city shall permit any part of such material to fall or drop or be blown therefrom on a city street, alley or other public place. When a vehicle carries trash, sawdust, ashes, cinders, sand, earth, lime, manure or other substance liable to be blown away, the owner, driver or other person in charge thereof shall, before driving or operating it on any street, alley or other public place, cause such substance or substances to be completely covered with a canvas, duck or other substantial covering in such manner that the same cannot fall or be blown from such vehicle.

(B) No person shall operate on any street, alley or other public place a vehicle with mud, dirt, sticky substances, litter or foreign matter on its wheels or other parts if such operation results in the depositing or tracking of such mud, dirt, substances, litter or foreign matter on any street, alley or other public place. No person being owner of real property or a prime contractor in charge of a construction site shall maintain such property or construction site so that vehicles upon the property or construction site pick up mud, dirt, sticky substances, litter or foreign matter on the wheels or other parts and deposit or track the mud, dirt, sticky substances, litter or foreign matter onto any street, alley or other public place.

(C) Where mud, dirt, sticky substances, litter or foreign matter has been tracked or deposited on any street, alley or other public place in violation of this section, the City Administrative Officer is authorized to cause such mud, dirt, substances, litter or foreign matter to be cleaned from such street and to charge the cost thereof to person or persons responsible. The cost of cleaning shall be

collected by civil suit. The term **RESPONSIBLE PERSON** as used in this section shall mean the driver of the vehicle which deposited or tracked the mud, dirt, substances, litter or foreign matter on the street or the driver's employer or the owner of the real property or prime contractor in charge of a construction site from where the deposited or tracked mud, dirt, substances, litter or foreign matter on the street, alley or other public place originated.

(Ord. 0-15-84, passed 8-20-84) [Penalty, see § 10.99](#)

§ 97.04 AUTOMOTIVE REPAIRS ON STREETS PROHIBITED.

(A) The making of repairs on automotive vehicles on public streets, alleys, or easements is declared to be a public nuisance for the reason that these repairs have a tendency to block and impede traffic on the city streets, and also from the standpoint that these repairs tend to cause the streets of the city to become littered, cluttered, and oil and grease-stained, all to the detriment of the citizens of the city generally.

(B) All repairs on all automotive vehicles of all kinds and varieties, including motor scooters, motorcycles, and go-carts, are hereby prohibited upon the public streets, alleys, or easements of the city.

('83 Code, § 97.05) (Ord. 0-10-69, passed 5-19-69) [Penalty, see § 10.99](#)

§ 97.05 EARTH SLIDES.

(A) Whenever any debris, stone, or other material is deposited on the street or sidewalk by reason of any slide, collapse, washing away, or crumbling of the owner's land or structures, the owner shall remove the debris, stone, or other material within a reasonable time after written notification by the Director of General Services, and shall barricade and light the obstruction in the street and sidewalk until complete removal of the debris, stone, or other material has been effected.

(B) The notice required in division (A) above shall be sufficient if given according to any of the following methods.

(1) To the owner personally.

(2) To the owner by mail, addressed to him at his/her last known place of residence.

(3) If the residence of the owner is unknown, the notice may be mailed or delivered personally to any resident agent of the owner or to any tenant or occupant of the premises of the owner.

(4) If there is no known agent, tenant, or occupant of the premises, the notice may be posted on the premises.

(C) If within 24 hours after the delivery or mailing of the notice required in division (B) above the owner fails to barricade and light the obstruction, the Director of General Services shall be authorized to furnish the necessary barricade and lights. If within 30 days after the delivery or mailing of the notice required in division (B) above the owner fails to remove the debris, stone, or other material from the street and sidewalk, the Director of General Services shall be authorized to remove it. In each case, the owner of the premises shall be liable to the city for the expense thereof. In cases of immediate emergency the Director of General Services shall be authorized to act without notice and without waiting for the expiration of any notification period.

('83 Code, § 97.06) (Ord. 1009, passed 3-18-57; Am. Ord. O-15-02, passed 6-17-02) [Penalty, see § 10.99](#)

§ 97.06 PERMITTING ARTICLES TO REMAIN ON STREETS OR SIDEWALKS.

(A) It shall be unlawful for any person to keep and permit to remain any box, barrel, crate, iron, coal, wood, dirt, rubbish, brick, stone, or other movable article on or over any street, sidewalk, or thoroughfare in the city, longer than a reasonable time necessary in the transaction of business, or loading and unloading to remove the articles.

(B) Nothing contained in this section shall prohibit the display of merchandise and produce on any sidewalk, if the display is in connection with a storeroom abutted by the sidewalk and if the display does not interfere with the use of the sidewalk by other persons.

('83 Code, § 97.07) (Ord. 580, passed 8-4-41) [Penalty, see § 10.99](#)

§ 97.07 SIDEWALKS TO BE KEPT CLEAR.

Whoever, being the owner, agent, lessee, occupant, or person otherwise in charge or control of any premises abutting a street in the city, shall fail to remove, with reasonable promptness, from the sidewalk area along the premises, all debris, rubbish, litter, vegetation, and other matter which may at any time accumulate or be deposited thereon from any cause whatever, or shall fail to remove any matter or item which impedes the use of the sidewalk to a height not less than seven feet, shall be guilty of a misdemeanor. Each day's failure to remove shall constitute a separate offense. For the purpose of this section, **SIDEWALK** shall mean the entire area from the property line to the established curb line or edge of pavement when a public sidewalk exists within this area.

('83 Code, § 97.08) (Ord. 1009, passed 3-18-57; Am. Ord. O-04-2008, passed 3-17-08; Am. Ord. O-20-2009, passed 12-17-09) [Penalty, see § 10.99](#)

§ 97.08 SWEEPINGS AND LITTER ON SIDEWALKS; BURNING PROHIBITED.

It shall be unlawful to sweep, throw, or otherwise deposit sweepings, litter, or other matter from private property onto a sidewalk, or from a sidewalk onto a roadway or into the gutter or catch basin thereof, or to ignite or burn the same or leaves on a street pavement or to cause the same to be done.

('83 Code, § 97.09) (Ord. 1009, passed 3-18-57) [Penalty, see § 10.99](#)

CHAPTER 96: LITTERING

Section

- 96.01 Throwing litter from vehicle
- 96.02 Tracking foreign matter on streets
- 96.03 Hauling loose material
- 96.04 Sweeping litter into gutters
- 96.05 Litter on private property

- 96.99 Penalty

§ 96.01 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.

Penalty, see § 96.99

§ 96.02 TRACKING FOREIGN MATTER ON STREETS.

No person shall drive or move any vehicle or truck within the city, the wheels or tires of which carry onto or deposit upon any street, alley, or other public place, mud, dirt, sticky substances, litter, or foreign matter of any kind.

Penalty, see § 96.99

§ 96.03 HAULING LOOSE MATERIAL.

Every person hauling or causing to be hauled dirt, sand, gravel, cement, fill dirt, or loose material of any kind in or upon any street, alley, sidewalk, or other public place shall haul it, or cause it to be hauled in vehicles provided with tight boxes or beds so constructed or loaded as to prevent any of the contents from falling or being thrown, blown, or deposited upon any street, alley, sidewalk, or other public place. Any materials which fall from, or which are thrown, blown, or deposited from any vehicle upon any street, alley, sidewalk, or other public place, shall be removed immediately by the person in charge of the vehicle.

Penalty, see § 96.99

§ 96.04 SWEEPING LITTER INTO GUTTERS.

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.

Penalty, see § 96.99

§ 96.05 LITTER ON PRIVATE PROPERTY.

(A) No person shall throw or deposit litter on any occupied private property within the city, whether owned by that 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 streets, sidewalks, or other public places, or upon any private property.

(B) No person shall throw or deposit litter on any open or vacant private property within the city whether owned by that person or not.

Penalty, see § 96.99

§ 96.99 PENALTY.

Whoever violates any of the provisions of this chapter shall be guilty of a misdemeanor and shall be fined not more than \$500. Each day the violation is committed or permitted to continue shall constitute a separate offense.

Section

- 93.01 Throwing litter from vehicle
- 93.02 Tracking foreign matter on streets
- 93.03 Hauling loose material
- 93.04 Sweeping litter into gutters
- 93.05 Litter on private property

- 93.99 Penalty

§ 93.01 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.

(`96 Code, § 94.01) Penalty, see § 93.99

§ 93.02 TRACKING FOREIGN MATTER ON STREETS.

No person shall drive or move any vehicle or truck within the city, the wheels or tires of which carry onto or deposit upon any street, alley or other public place, mud, dirt, sticky substances, litter or foreign matter of any kind.

(`96 Code, § 94.02) Penalty, see § 93.99

§ 93.03 HAULING LOOSE MATERIAL.

Every person hauling or causing to be hauled dirt, sand, gravel, cement, fill dirt or loose material of any kind in or upon any street, alley, sidewalk or other public place shall haul it, or cause it to be hauled in vehicles provided with tight boxes or beds so constructed or loaded as to prevent any of the contents from falling or being thrown, blown or deposited upon any street, alley, sidewalk or other public place. Any materials which fall from, or which are thrown, blown or deposited from any vehicle upon any street, alley, sidewalk or other public place, shall be removed immediately by the person in charge of the vehicle.

(`96 Code, § 94.03) Penalty, see § 93.99

§ 93.04 SWEEPING LITTER INTO GUTTERS.

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.

(`96 Code, § 94.04) Penalty, see § 93.99

§ 93.05 LITTER ON PRIVATE PROPERTY.

(A) No person shall throw or deposit litter on any occupied private property within the city, whether owned by that person or not, except that the owner or person in control of private property may maintain authorized private receptacles for collection in a manner that litter will be prevented from being carried or deposited by the elements upon streets, sidewalks or other public places, or upon any private property.

(B) No person shall throw or deposit litter on any open or vacant private property within the city whether owned by that person or not.

(`96 Code, § 94.05) Penalty, see § 93.99

§ 93.99 PENALTY.

Whoever violates any of the provisions of this chapter shall be guilty of a misdemeanor and shall be fined not more than \$500. Each day the violation is committed or permitted to continue shall constitute a separate offense.

(`96 Code, § 94.99)

CHAPTER 94: LITTERING

Section

- 94.01 Throwing litter from vehicle
- 94.02 Tracking foreign matter on streets
- 94.03 Hauling loose material
- 94.04 Sweeping litter into gutters
- 94.05 Litter on private property

- 94.99 Penalty

constructed or loaded as to prevent any of the contents from falling or being thrown, blown, or deposited upon any street, alley, sidewalk, or other public place. Any materials which fall from or which are thrown, blown, or deposited from any vehicle upon any street, alley, sidewalk, or other public place shall be removed immediately by the person in charge of the vehicle. Penalty, see § 94.99

§ 94.01 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.
Penalty, see § 94.99

§ 94.02 TRACKING FOREIGN MATTER ON STREETS.

No person shall drive or move any vehicle or truck within the city, the wheels or tires of which carry onto or deposit upon any street, alley, or other public place mud, dirt, sticky substances, litter, or foreign matter of any kind.
Penalty, see § 94.99

§ 94.03 HAULING LOOSE MATERIAL.

Every person hauling or causing to be hauled dirt, sand, gravel, cement, fill dirt, or loose material of any kind in or upon any street, alley, sidewalk, or other public place shall haul it or cause it to be hauled in vehicles provided with tight boxes or beds so

§ 94.04 SWEEPING LITTER INTO GUTTERS.

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.
Penalty, see § 94.99

§ 94.05 LITTER ON PRIVATE PROPERTY.

(A) No person shall throw or deposit litter on any occupied private property within the city, whether owned by that 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 streets, sidewalks, or other public places, or upon any private property.

(B) No person shall throw or deposit litter on any open or vacant private property within the city, whether owned by that person or not.
Penalty, see § 94.99

§ 94.99 PENALTY.

Whoever violates any of the provisions of this chapter shall be guilty of a misdemeanor and shall be fined not more than \$500. Each day the violation is committed or permitted to continue shall constitute a separate offense.

§ 50.03 LITTERING GENERALLY.

It is unlawful for any person to cause to exist, litter, place, deposit or suffer to remain upon the street or in the sewer catch basins of the city any litter, yard waste, or solid waste, including hand bills, circulars, paper or any other solid waste matter or material.

(Ord. 21-12, passed 10-20-2021)

§ 50.04 LITTER AND SOLID WASTE.

It is unlawful for any person to throw, place, sweep or drain upon any street or in the sewer catch basins, any litter, solid waste, or yard waste.

(Ord. 21-12, passed 10-20-2021)

ORDINANCE NO. 1-4-69

AN ORDINANCE PROHIBITING LITTER, GARBAGE, REFUSE, RUBBISH AND BLIGHT ON PRIVATE PREMISES.

THIS ORDINANCE SHALL BE KNOWN AND MAY BE CITED AS THE TAYLOR MILL ANTI-LITTER AND ANTI-BLIGHT ORDINANCE.

BE IT ORDAINED BY THE CITY OF TAYLOR MILL, KENTON COUNTY, KENTUCKY:

SECTION I

Definitions: For the purpose of this ordinance, the following terms, phrases, words shall have the meaning given herein.

(a). Garbage - is putrescible animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

(b). Litter - is garbage, refuse and rubbish as defined herein and all other waste material which if thrown or deposited as herein provided tends to create a danger to public health, safety and welfare.

(c). Refuse - is all putrescible and nonputrescible solid wastes (except body waste) including garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and solid market and industrial waste.

(d). Rubbish - is nonputrescible solid waste (except body waste) consisting of both combustible and non-combustible waste, such as paper, wrappings, cigarettes, carboard, tin cans, yard clippings, leaves, wood, glass, bedding, crockery and similar materials.

(e). Blight - is tall (12 inches or above) unkept, uncut grass, weed, undergrowth or other vegetation that when kept uncut and untrimmed creates a danger to public health, safety and welfare.

BOORUM & PEASE "NOTICE" W

BOORUM & PEASE "NOTICE" W

SECTION II

No person shall throw, deposit or keep litter, waste, rubbish, refuse, garbage on any 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 manner that litter, waste, refuse, rubbish will be prevented from being carried or deposited by the elements upon any street, sidewalk or other place or upon any private property.

SECTION III

The owner or person in control of any private property shall at all times maintain the premise free of litter, rubbish, refuse, garbage, and blight, provided, however, that this Section shall not prohibit the storage of litter, rubbish, refuse or garbage in authorized private receptacles for collection.

SECTION IV

Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in an amount not exceeding \$500.00 or be imprisoned in the county jail for a period not exceeding 30 days, or both.

SECTION V

This Ordinance shall take effect and be in full force when passed, published and recorded according to law.

ATTEST:

Lon France
CITY CLERK

Alton H. Kordenbrock
MAYOR

DATE PASSED:

4/10/69

DATE PUBLISHED: _____

GENERAL PROVISIONS

§ 50.01 DEFINITIONS.

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

RESIDENTIAL UNIT. Single-family or two (2) family dwelling. A two (2) family dwelling shall constitute two (2) **RESIDENTIAL UNITS.**

RUBBISH, TRASH, or REFUSE. Includes all other waste material not included as **WASTE** or **GARBAGE** except for motor vehicles and parts, building materials, concrete, tree limbs, branches, or roots not in bundles less than four (4) feet, tires, and furniture. These items are deemed to be junk.

WASTE or GARBAGE. Includes refuse of animals, fruit or vegetable matter, kitchen and household waste, paper, and food containers.

§ 50.02 DEPOSITING, DUMPING OR ACCUMULATING GARBAGE.

(A) It shall be unlawful to deposit or permit to accumulate any waste, trash, or garbage of any kind or nature on any public street, alley, or other public property within the city, except as provided elsewhere herein in preparation for collection.

(B) It shall be unlawful to dump or place any waste, trash, or garbage on any premises within the city without the consent of the owner of the premises.

(C) Any violation of § 50.02(A) or (B) is hereby classified as a civil offense pursuant to KRS 65.8808 and §§32.01 *et seq.* and such classification is intended, and shall be construed, to provide an additional or supplemental means of obtaining compliance with divisions (A) and (B) above, and nothing contained herein, or in §§ 32.01 *et seq.* shall prohibit the enforcement of divisions (A) and (B) above by any other means authorized by law, specifically, without limitation, the provisions of § 50.99.

(1) If a citation for a violation of division (A) or (B) above is not contested by the person charged with the violation, the civil fine to be imposed for each offense shall be seventy-five dollars (\$75) for the first offense; one hundred fifty dollars (\$150) for the second offense; and two hundred fifty dollars (\$250) for the third, and thereafter offense.

(2) If a citation is contested and a hearing before the Code Enforcement Board is required, the maximum civil fine which may be imposed at the discretion of the Board shall be from twenty dollars (\$20) to two hundred dollars (\$200) for the first offense; from sixty dollars (\$60) to six hundred dollars (\$600) for the second offense; and from one hundred eighty dollars (\$180) to one thousand eight hundred dollars (\$1,800) for the third, and thereafter, offense.

(3) Each section violated shall be considered a separate fineable offense. If two (2) or more sections are violated, the fines shall be cumulative and enforced under the same citation. Each day a violation exists shall be considered a separate offense without the requirement to issue a separate citation.

Penalty, see § 50.99

§ 50.03 DEPOSITING OR ACCUMULATING JUNK.

(A) All matter not constituting waste, rubbish, trash, refuse, or garbage, shall be deemed to be junk. It shall be unlawful for any person to deposit or permit to accumulate or dump any matter deemed to be junk on any public street, alley or any other public property within the city.

(B) Any violation of division (A) above is hereby classified as a civil offense pursuant to KRS 65.8808 and §§32.01 *et seq.* and such classification is intended, and shall be construed, to provide an additional or supplemental means of obtaining compliance with division (A), and nothing contained herein or in §§ 32.01 *et seq.* shall prohibit the enforcement of division (A) by any other means authorized by law, specifically, and without limitation, the provisions of § 50.99.

(1) If a citation for a violation of division (A) is not contested by the person charged with the violation, the civil fine to be imposed for each offense shall be seventy-five dollars (\$75) for the first offense; one hundred fifty dollars (\$150) for the second offense; and two hundred fifty dollars (\$250) for the third, and thereafter, offense.

(2) If a citation is contested and a hearing before the Code Enforcement Board is required, the maximum civil fine which may be imposed at the discretion of the Board shall be from twenty dollars (\$20) to two hundred dollars (\$200) for the first offense; from sixty dollars (\$60) to six hundred dollars (\$600) for the second offense; and from one hundred eighty dollars (\$180) to one thousand eight hundred dollars (\$1,800) for the third, and thereafter, offense.

(3) Each section violated shall be considered a separate fineable offense. If two (2) or more sections are violated, the fines shall be cumulative and be enforced under the same citation. Each day a violation exists shall be considered a separate offense without the requirement to issue a separate citation.

Penalty, see § 50.99

Chapter 6

Attachments

- **Siting Ordinances**
- **Siting Procedures**

SOLID WASTE FACILITIES

§ 50.150 DEFINITIONS.

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

OWNER and **OPERATOR**. Shall have the meaning specified in 401 KAR 30:010 section (144) and (145).

PERSON, SOLID WASTE MANAGEMENT FACILITY, and MUNICIPAL SOLID WASTE DISPOSAL FACILITY. Shall be defined the same as defined in the Kentucky Revised Statute 224.01-010.

SOLID 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.

(Ord. 1010.15, passed 10-24-95)

§ 50.151 REGISTRATION.

(A) No person shall own, establish, construct, operate, maintain, or permit the use of a waste site(s) or facility(ies) within the boundaries of Boone County without first having registered with the county Solid Waste Division. Registration must be submitted at least ten days prior to activity.

(B) Registration shall include, but not be limited to:

- (1) A description of the management, processing or disposal activities of each waste;
- (2) The mailing address of the site or facility;
- (3) The location of the site or facility;
- (4) A description of the type of waste managed at the site or facility;
- (5) The source of generation of the waste;
- (6) An estimate of the quantity of such waste to be managed annually; and
- (7) Signature of owner or operator of site or facility.

(Ord. 1010.15, passed 10-24-95) Penalty, see § 50.999

§ 50.152 EMERGENCY PERMITS.

Registration for emergency permits shall include the same criteria as § 50.151. Registration for an emergency permit may be obtained verbally through the county Department of Emergency Management.

(Ord. 1010.15, passed 10-24-95)

§ 50.153 ENVIRONMENTAL PERFORMANCE STANDARDS.

The owner or operator and site must be in compliance with the environmental performance standards as defined in 401 KAR 47:030.

(Ord. 1010.15, passed 10-24-95) Penalty, see § 50.999

§ 50.154 SITE OR FACILITY INSPECTIONS.

Within ten days of receipt of registration, the county may perform a site inspection to insure compliance with Kentucky statutes, Kentucky Administrative Regulations, or local ordinances not in conflict with this subchapter.

(Ord. 1010.15, passed 10-24-95)

§ 50.155 LOCAL DETERMINATION.

Municipal solid waste disposal facilities must obtain local determination pursuant to KRS 224.40-315.

(Ord. 1010.15, passed 10-24-95) Penalty, see § 50.999

§ 50.999 PENALTY.

(A) (1) Any person violating any of the provisions of the following sections or any lawful rules or regulations promulgated pursuant thereto, shall be punished by a fine as per the following:

- (a) Sections 50.010 through 50.029 shall be fined \$25.
- (b) Section 50.040 shall be fined \$100.
- (c) Sections 50.060 through 50.070 shall be fined \$500.
- (d) Sections 50.041 through 50.043 shall be fined \$1,000.

(2) Each days violation thereof shall be a separate offense for the purpose of calculating the fine. In addition to the prescribed fine, the court may order the payment of any costs incurred by the county enforcing the provisions of this chapter. Violators of this chapter may be issued a citation by any lawful police officer of the county and/or any duly authorized and sworn enforcement officer authorized by the County Fiscal Court.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

(B) (1) Any person who violates any provision of §§ 50.120 through 50.124 shall be deemed guilty of a misdemeanor and fined not less than \$100, nor more than \$500, or incarcerated in the county jail for a period not to exceed one year, or both fined and imprisoned.

(2) Each day that such a violation occurs or continues to occur shall be considered a separate violation for which the violator shall be penalized under the provisions of this chapter.

(Ord. 340.11, passed 11-28-95)

(C) (1) Any person who violates any provision of §§ 50.150 through 50.155 shall be fined not less than \$100, nor more than \$500 per occurrence, or incarcerated in the county jail for a period not to exceed one year, or both; and/or be subject to the penalties outlined in KRS 224.99-010, 224.99-020, 224.99-030 and KAR 40:050.

(2) Each day that such a violation occurs or continues to occur shall be considered a separate violation for which the violator shall be penalized under the provisions of this chapter.

(Ord. 1010.15, passed 10-24-95)

SERVICE CHARGE**§ 50.085 FEES.**

The Campbell County Fiscal Court may establish service charges or fees for each dwelling unit and each commercial establishment for solid waste collection and disposal as may be necessary to meet all costs of operation and maintaining the solid waste management system. All such fees which may be imposed, including revisions thereof, shall be paid by the resident or owner of record of the property served and shall be paid to the Court or its designee at times set by the Court. (Ord. O-15-91, passed 9-18-91)

§ 50.086 DELINQUENCY.

All unpaid fees shall become delinquent if payment is not received when due. Delinquent bills shall bear interest at the rate of 12% per annum until paid. The County may enforce collection of delinquent bills by bringing proper legal action against. (Ord. O-15-91, passed 9-18-91)

PUBLIC NUISANCES**§ 50.090 NOTIFICATION.**

It shall be the duty of the court to serve or cause to be served upon the owner or occupant of any premises on which there is or maintained any nuisance in violation of this chapter, and to demand the abatement of the nuisance within five days. (Ord. O-15-91, passed 9-18-91)

§ 50.091 NON-COMPLIANCE.

If the person so served does not abate the nuisance within five days, the County may proceed to abate such nuisance, keeping in account of the expense of abatement, and such abatement shall be charged and paid by such owner or occupant. Whenever a bill for such charges remains unpaid for ten days after the nuisance has been abated, the County may file a statement of lien claim against the property. (Ord. O-15-91, passed 9-18-91)

**SOLID WASTE MANAGEMENT FACILITIES;
SOLID WASTE SITING****§ 50.100 DEFINITIONS.**

(A) The terms **PERSON**, **SOLID WASTE MANAGEMENT FACILITY**, and **MUNICIPAL SOLID WASTE DISPOSAL FACILITY** shall be defined for the purpose of this subchapter the same as defined in KRS §§ 224.01-010.

(B) The terms **OWNER** and **OPERATOR** shall have the same meaning specified in 401 KAR 30:010 section (144) and (145).

(C) **SOLID WASTE SITE** or **FACILITY** means 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. (Ord. O-16-95, passed 10-18-95)

§ 50.101 REGISTRATION.

No person shall own, establish, construct, operate, maintain, or permit the use of waste site or facility within the boundaries of Campbell County without first having registered with the County, Solid Waste Division. Registration must be submitted at least ten days prior to activity. Registration shall include, but not be limited to:

- (A) A description of the management, processing and/or disposal activities of each waste.
- (B) The mailing address of the site or facility.
- (C) The location of the site or facility.
- (D) A description of the type of waste managed at the site or facility.
- (E) The source of generation of the waste.
- (F) An estimate of the quantity of such waste to be managed annually.
- (G) Signature of owner or operator of site or facility.

(Ord. O-16-95, passed 10-18-95) Penalty, see §
50.999
1999 S-4 Repl.

§ 50.102 EMERGENCY PERMITS.

Registration for emergency permits shall include the same criteria as § 50.101 divisions (A) through (F) of this subchapter. Registration for this permit may be obtained verbally through the County Department of Emergency Management. (Ord. O-16-95, passed 10-18-95)

§ 50.103 ENVIRONMENTAL PERFORMANCE STANDARDS.

The owner or operator and site must be in compliance with the environmental performance standards as defined in 401 KAR 47:030. (Ord. O-16-95, passed 10-18-95) Penalty, see § 50.999

§ 50.104 SITE OR FACILITY INSPECTIONS.

Within ten days of receipt of registration, the County may perform a site inspection to insure compliance with Kentucky statutes, Kentucky Administrative Regulations, and/or local ordinances, not in conflict with this subchapter. (Ord. O-16-95, passed 10-18-95)

§ 50.105 LOCAL DETERMINATION.

Municipal solid waste disposal facilities must obtain local determination pursuant to KRS 224.40-315.

(Ord. O-16-95, passed 10-18-95) Penalty, see § 50.999

§ 50.999 PENALTY.

(A) Any person violating any of the provisions of this chapter, or any lawful rules or regulations promulgated pursuant thereto, shall be punished by a fine as per the following: §§ 50.010 through 50.015, \$25; §§ 50.025 through 50.29, \$25; § 50.040, \$100; §§ 50.050 and 50.051, \$1,000; §§ 50.060 through 50.070, \$500, provided that each days violation thereof shall be a separate offense for the purpose of calculating said fine. Violators of this chapter shall be issued violation letters by the Campbell County Fiscal Court designed whenever violation is found to exist.

(B) Any person who violates any provision of §§ 50.100 through 50.105 shall be fined not less than \$100 nor more than \$500 per occurrence and incarcerated in the county jail for a period not to exceed one year or both. Each day that such a violation occurs or continues to occur shall be considered a separate violation for which the violator shall be penalized under the provision of this section.

(Ord. O-15-91, passed 9-18-91; Am. Ord. O-16-95, passed 10-18-95)

2001 S-5 Repl.

SITING OF SOLID WASTE MANAGEMENT FACILITIES

§ 50.110 REGISTRATION.

No person shall own, establish, construct, operate, maintain, or permit the use of waste site or facility within the boundaries of Kenton County without first having registered with the County of Kenton, Solid Waste Division. Registration must be submitted at least ten days prior to activity. Registration shall include, but not be limited to:

- (A) A description of the management, processing and/or disposal activities of each waste;
- (B) The mailing address of the site or facility;
- (C) The location of the site or facility;
- (D) A description of the type of waste managed at the site or facility;
- (E) The source of generation of the waste;
- (F) An estimate of the quantity of such waste to be managed annually; and
- (G) Signature of owner or operator of site or facility.

(Ord. 95-830.4, passed 9-26-95) Penalty, see § 50.999

§ 50.111 EMERGENCY PERMITS.

Registration for emergency permits shall include the same criteria as § 50.110(A) through (F) of this chapter. Registration for this permit may be obtained verbally through the County of Kenton Department of Emergency Management.

(Ord. 95-830.4, passed 9-26-95)

§ 50.112 ENVIRONMENTAL PERFORMANCE STANDARDS.

The owner or operator and site must be in compliance with the environmental performance standards as defined in 401 KAR 47:030.

(Ord. 95-830.4, passed 9-26-95) Penalty, see § 50.999

§ 50.113 SITE OR FACILITY INSPECTIONS.

Within ten days of receipt of registration, the county may perform a site inspection to insure compliance with Kentucky Statutes, Kentucky Administrative Regulations, and/or local ordinances, not in conflict with this chapter.

(Ord. 95-830.4, passed 9-26-95)

§ 50.114 LOCAL DETERMINATION.

Municipal solid waste disposal facilities must obtain local determination pursuant to KRS 224.40-315.

(Ord. 95-830.4, passed 9-26-95) Penalty, see § 50.999

§ 50.999 PENALTY.

Any person violating any of the provisions of this chapter, or any lawful rules or regulations promulgated pursuant thereto shall be guilty of a misdemeanor and, upon conviction, shall be

punished by a fine of not less than \$100 nor more than \$500 provided, that each day's violation thereof shall be a separate offense for the purpose hereof. Violators of this chapter may be issued a citation by the County Police or any duly appointed agent or agency.

(Ord. 830.2, passed 6-13-89; Am. Ord. 101.00, passed 6-13-95; Am. Ord. 95-830.4, passed 9-26-95)

Chapter 7

Attachments

- **Non-Participation Ordinances**
 - **Citation Form & Letter**
- **Administration Court Documents**

**Non-
Participation
Ordinances**
(County only)

CHAPTER 50: SOLID WASTE

Section

General Provisions

- 50.001 Definitions
- 50.002 Rules and regulations

Solid Waste Storage

- 50.010 Storage containers required
- 50.011 Manner of storage
- 50.012 Standards for residential and commercial storage containers
- 50.013 Prohibited items
- 50.014 Air-tight containers
- 50.015 Infectious waste

Collection of Solid Waste

- 50.025 County responsibility defined
- 50.026 Non-compulsory collection
- 50.027 Collection points
- 50.028 Authority for collectors to enter private property
- 50.029 Collector's responsibility defined

Transportation and Disposal of Solid Waste

- 50.040 Collection vehicle standards
- 50.041 Disposal in approved sites
- 50.042 Hazardous waste disposal
- 50.043 Prohibited practices

Permits

- 50.060 Permit required
- 50.061 Insurance requirements
- 50.062 Permit application
- 50.063 Permit issuance; term; fee
- 50.064 Application denial
- 50.065 Annual fee; permit nontransferable

- 50.066 Inspections
- 50.067 Permit suspension or revocation
- 50.068 Injunctive relief
- 50.069 Permit display
- 50.070 Limits on number of permits

Service Charge

- 50.080 Fees; exemption for existing municipal contract
- 50.081 Delinquency; interest

Public Nuisances

- 50.100 Notification
- 50.101 Non-compliance; lien claim

Importing Waste

- 50.120 Definitions
- 50.121 Transporting waste
- 50.122 Transferring waste
- 50.123 Time limit
- 50.124 Receiving waste

Solid Waste Facilities

- 50.150 Definitions
- 50.151 Registration requirements
- 50.152 Emergency permits
- 50.153 Environmental performance standards
- 50.154 Site or facility inspections
- 50.155 Local determination
- 50.999 Penalty

GENERAL PROVISIONS

§ 50.001 DEFINITIONS.

For the purpose of this chapter, the following terms shall be deemed to have the meaning indicated below.

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

BULKY RUBBISH. Non-putrescible solid wastes consisting of combustible and/or non-combustible waste materials from dwelling units, commercial, industrial, institutional, or agricultural establishments

which are either too large or too heavy to be safely and conveniently loaded in solid waste transportation vehicles by solid waste collectors, with the equipment available therefore.

COLLECTION. Removal of solid waste from the designated pick-up location to the transportation vehicle.

CONTAINED LANDFILL or **SANITARY LANDFILL.** A facility for the disposal of solid waste consistent with and pursuant to criteria published under § 4004 of the Resource Conservation and Recovery Act of 1976, as amended.

COUNTY. Boone County, Kentucky.

COURT. Boone County Fiscal Court.

DEMOLITION and **CONSTRUCTION WASTE.** Waste materials from the construction or destruction of residential, industrial, or commercial structures.

DISPOSABLE SOLID WASTE CONTAINER. Disposable plastic or paper sacks with a capacity of 20 to 35 gallons specifically designed for the 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.

HAZARDOUS WASTE. Any waste or combination of wastes which is determined by the Kentucky Department for Environmental Protection Agency, United States Environmental Protection Agency, and any other local, state or federal law pertaining to hazardous waste, because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness, or pose a substantial present or potential threat to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed.

INFECTIOUS WASTE. The following categories shall be considered infectious wastes:

(1) Blood and blood products. Human blood, blood products (such as serum, plasma and other blood components) and body fluids (to which universal precautions apply).

(2) All discarded sharps. Includes needles, syringes, scalpels, and glass vials.

(3) Waste derived from animals (excluding bedding) shall be considered infectious if derived from animals affected with zoonotic diseases or purposely infected with agents infective to humans.

(4) Biomedical waste such as bandages, dressings, catheters should not be classified as infectious waste.

MULTIPLE HOUSING FACILITY. A housing facility containing more than one dwelling unit under one roof.

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

OPEN DUMP. Any solid waste facility or solid waste site which does not have a valid permit issued by the Natural Resources and Environmental Protection Cabinet, does not meet Environmental Performance Standards as defined in 401 KAR 47:030, and/or has not registered with the County Solid Waste Division.

PERMITTED RESIDENTIAL SOLID WASTE COLLECTOR. A collector of residential solid waste, permitted for the purpose by the county or its designee.

PERSON. Any individual, partnership, corporation, association, joint stock company, trust, estate, political subdivision, or organization of any kind, or their legal representative, agent or assigns.

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

SOLID WASTE. Any garbage, refuse, sludge, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material generated by and/or resulting from, but not limited to, industrial, commercial, mining (excluding coal mining waste, coal mining by-products, refuse and overburden), and agricultural operations, and from community activities, but does not include solid or dissolved material in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges. Solid Waste includes, but is not limited to:

(1) **COMMERCIAL SOLID WASTE.** Solid waste generated by and/or resulting from but not limited to the operation of any commercial, industrial, institutional or agricultural establishment.

(2) **RESIDENTIAL SOLID WASTE.** Solid waste generated by and/or resulting from but not limited to the maintenance and operation of dwelling units.

(3) Infectious waste which has been properly treated (rendered non-hazardous and non-infectious) as outlined in this chapter, the Bloodborne Pathogen Standard 1910.1030 and/or KAR 20:016, is considered solid waste and may be safely landfilled in a contained or sanitary landfill.

SOLID WASTE CONTAINER. Receptacle used by any person to store solid waste during the interval between solid waste collection.

SOLID WASTE DISPOSAL. The process of discarding or getting rid of unwanted material. In particular, the final disposition of solid waste by a person(s).

SOLID WASTE MANAGEMENT. The administration of solid waste activities: storage, collection, source separation, transportation, processing, treatment and disposal.

SOLID WASTE SITE AND/OR SOLID WASTE FACILITY. Any place where waste is stored, managed, processed, disposed, permitted to remain and/or provided to remain, but does not include an approved 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.

STORAGE. Keeping, maintaining or storing solid waste from the time of its production until the time of its collection.

TRANSPORTATION. The transporting of solid waste from the place of collection or processing to a solid waste processing facility or solid waste disposal area.

YARD WASTES. Grass clippings, leaves, tree trimmings, and the like.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

§ 50.002 RULES AND REGULATIONS.

(A) The County Solid Waste Coordinator will recommend to the County Fiscal Court who shall make, amend, revoke and enforce reasonable rules and regulations as approved by the court for the storage, collection, transportation, processing, recycling, composting and disposal of solid waste, including, but not limited to:

(1) Preparation, drainage and wrapping of waste deposited in solid waste containers.

(2) Specifications for solid waste containers, including the type, composition, equipment, size, and shape thereof.

(3) Identification of solid waste containers and of the covers thereof, and of equipment thereto appertaining, if any.

(4) Weight limitations on the combined weight of solid waste containers and the contents thereof, and weight and size limitations on bundles of solid waste too large for solid waste containers.

(5) Storage of solid waste in solid waste containers.

(6) Sanitation, maintenance and replacement of solid waste containers.

(7) Schedules of and routes for collection and transportation of solid waste.

(8) Collection points of solid waste containers.

(9) Collection, transportation, processing and disposal of solid waste.

(10) Processing facilities and fees for the use thereof.

(11) Disposal facilities and fees for the use thereof.

(12) Records of quantity and type of waste recovered at processing and/or disposal facilities.

(13) Handling of special wastes such as sludge, ashes, agriculture, construction, bulky items, tires, automobiles, oils, greases, and the like.

(14) Acceptable solid waste containers to indigent persons within the county.

(B) A copy of any and all rules and regulations promulgated under the provisions hereof shall be filed in the office of the County Judge/Executive.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

SOLID WASTE STORAGE

§ 50.010 STORAGE CONTAINERS REQUIRED.

The occupant or owner of every dwelling unit and of every institutional, commercial or business, industrial or agricultural establishment producing solid waste within the limits of the county, shall provide sufficient and adequate containers for the storage of all solid waste, to serve each dwelling unit and/or establishment, and to maintain solid waste containers at all times in good repair.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96; Am. Ord. 2020-21, passed 9-17-20) Penalty, see § 50.999

§ 50.011 MANNER OF STORAGE.

The occupant or owner of every dwelling unit and of every institutional, commercial, industrial, agricultural or business establishment shall place all solid waste to be collected in proper solid waste containers, except as otherwise provided herein, 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 not provide harborage to rodents and vermin and will not create a fire hazard.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96) Penalty, see § 50.999

§ 50.012 STANDARDS FOR RESIDENTIAL AND COMMERCIAL STORAGE CONTAINERS.

(A) Residential solid waste shall be stored in containers of not more than 35 gallon capacity unless the storage containers are supplied and approved by a permitted residential solid waste collector. 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 weight of any individual container and contents shall not exceed 75 pounds. Galvanized metal containers, or rubber, fiberglass, or plastic containers which do not become brittle in cold weather, may be used. Disposable solid waste containers with suitable frames or containers as recommended by the County Solid Waste Coordinator and having been approved by the County Fiscal Court, may also be used for storage of residential solid waste. Containers must be of a type and construction that will not allow access to the waste by dogs, cats, rodents or any other animals.

(B) Commercial solid waste shall be stored in solid waste containers as recommended by the County Solid Waste Coordinator and having been approved by the County Fiscal Court. The containers shall be waterproof, leak-proof and shall be covered at all times except when depositing waste therein or removing the contents thereof, shall be maintained as required in § 50.011 and shall meet all requirements as set forth by § 50.002.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96; Am. Ord. 2020-21, passed 9-17-20) Penalty, see § 50.999

§ 50.013 PROHIBITED ITEMS.

All types of yard waste are prohibited from being discarded as solid waste within the county. Vehicle tires, lead acid batteries and oil are also prohibited from being discarded as solid waste within the county.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96) Penalty, see § 50.999

§ 50.014 AIR-TIGHT CONTAINERS.

No person shall leave outside any dwelling or building, in a place accessible to children, any abandoned or unattended icebox, refrigerator or other receptacle that has an air-tight door without first removing the door.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96) Penalty, see § 50.999

§ 50.015 INFECTIOUS WASTE.

(A) Separation and labeling of infectious waste (which may include red bagging, universal bio-hazard symbol) must be done at the point of generation.

(B) All waste is to be managed such that the integrity of the packaging is preserved and that rapid microbial growth and putrefaction is inhibited; plastic bags should be tear-resistant, leak resistant and sturdy enough to withstand handling.

(C) All sharps must be placed in containers. Containers must be closable, rigid, impervious, leakproof, puncture resistant and labeled or color-coded.

(Ord. 09-96-01, passed 9-24-96)

COLLECTION OF SOLID WASTE

§ 50.025 COUNTY RESPONSIBILITY DEFINED.

The county shall provide for the collection of solid waste as follows:

(A) The county may at its discretion provide for the collection of all residential solid waste in the county, provided, however, that the county may provide the collection service by contracting with a person, county, or city or a combination thereof, for the entire county or portions thereof, as deem to be in the best interests of the county.

(B) The county may, at its discretion, provide commercial solid waste collection services upon specific application of the owners or persons in charge thereof. However, in the event that the application is not made or approved, it shall be the duty of the establishment to provide for collection of all solid waste produced upon any premises.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96) Penalty, see § 50.999

§ 50.026 NON-COMPULSORY COLLECTION.

Subscription to solid waste collection services as provided by the county or its contractors is not compulsory. However, the county shall assure that all residents who want services shall be provided such.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

§ 50.027 COLLECTION POINTS.

Solid waste containers as required by this chapter for the storage of other residential solid waste shall be placed at the curb, alley, or the rear of the building for collection. Any solid waste container placed at the curb or alley for collection shall be so placed not more than 12 hours before collection and all such reusable containers shall be removed from the curb or alley not more than 12 hours after collection.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96) Penalty, see § 50.999

§ 50.028 AUTHORITY FOR COLLECTORS TO ENTER PRIVATE PROPERTY.

Solid waste collectors, employed by the court or a solid waste collection agency operating under contract with the county, are hereby authorized to enter upon private property for the purpose of collecting solid waste therefrom as required by this chapter. Solid waste collectors shall not enter dwelling units or other residential buildings for the purpose of collecting residential solid waste. Commercial solid waste may be removed from within commercial establishments upon written request of the owner and approval by the court by person under contract with the court. All solid waste collections, other than bulky rubbish, shall be collected at least one time per week.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

§ 50.029 COLLECTOR'S RESPONSIBILITY DEFINED.

Solid waste collectors, employed by the county or a solid waste collection agency, operating under contract with or permitted by the county, shall be responsible for the collection of solid waste from the designated pickup location to the transportation vehicle provided the solid waste was stored in compliance with the provisions set forth in this chapter. Any 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 solid waste collector. Solid waste collectors or landfill operators shall not dispose of "limited quantity generator" waste, as defined by state statute, nor the disposal of infectious and medical waste, including but not limited to, contaminated needles and instruments, animal carcasses, and pathological, laboratory and blood wastes, unless first receiving a permit modification authorizing acceptance of such waste. Limited quantity generators may not place hazardous waste with nonhazardous solid waste in garbage cans or dumpsters, without first having arranged for a permit modification.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96) Penalty, see § 50.999

TRANSPORTATION AND DISPOSAL OF SOLID WASTE

§ 50.040 COLLECTION VEHICLE STANDARDS.

All transportation vehicles shall be maintained in a safe, clean and sanitary condition, and shall be so construed, 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 water-tight bodies and with covers which shall be an integral part of the vehicle or shall be a separate cover of suitable material with fasteners designed to secure all sides of the cover to the vehicle and shall be secured whenever the vehicle is transporting solid waste, or, as an alternative, 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.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96) Penalty, see § 50.999

§ 50.041 DISPOSAL IN APPROVED SITES.

(A) Solid wastes shall be deposited at a site, processing facility or disposal area approved by the county and complying with all requirements of KRS 224.43-010, 224.40-100, Sections (1)(2)(3), 224.40-305, 310, 315, and the rules and regulations adopted thereunder. The county may designate the processing or disposal facility to be utilized by persons operating under §§ 50.060 through 50.070 of this chapter. There shall be disposal areas in the county which shall be utilized for the disposal of all solid waste and the site shall be designated by the county.

(B) Any preexisting processing facility, disposal area of contained landfill, sanitary landfill, authorized by the Kentucky Cabinet of Natural Resources and Environmental Protection prior to the effective date of this chapter may continue to accept out of state solid waste consistent with any preexisting written contract or agreement, which the processing facility, disposal area, contained landfill or sanitary landfill had entered into with an effective date prior to the effective date of this chapter. Any new, renewal or other contracts or agreements which would allow out of state waste to enter the county for processing or disposal at an authorized processing facility, disposal area, contained landfill or sanitary landfill in the county must first be approved and authorized by the Commonwealth of Kentucky, and the county before its terms may be valid and enforceable.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

§ 50.042 HAZARDOUS WASTE DISPOSAL.

Hazardous waste under provisions will require special handling and shall be disposed of only in a manner authorized by state statutes, regulations and county ordinances.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96) Penalty, see § 50.999

§ 50.043 PROHIBITED PRACTICES.

It shall be unlawful and a violation of this chapter for any person to:

(A) Dispose of solid waste by depositing same on any premises in the county with or without the consent of the owner of the premises;

(B) Deposit solid waste in any solid waste container other than his/her own, without the written consent of the owner of such container and/or with the intent of avoiding payment of the service charge provided for solid waste collection and disposal;

(C) Burn solid waste unless an approved incinerator is provided or unless a variance has been obtained from the Kentucky Division for Air Quality has been obtained. This is not to include those practices approved by the Division for Air Quality;

(D) Own or operate an open dump;

(E) Dispose of solid waste at any facility or location which is not approved by the county and Natural Resources and Environment Protection Cabinet;

(F) Violate any section of this chapter or any other rule or regulation promulgated under this chapter.

(Ord. 09-96-01, passed 9-24-96)

PERMITS

§ 50.060 PERMIT REQUIRED.

No person shall engage in the business of collecting, transporting, processing or disposing of solid waste within the boundary limits of the county without first obtaining an annual permit from the county.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96) Penalty, see § 50.999

§ 50.061 INSURANCE REQUIREMENTS.

(A) No permit shall be issued until and unless the applicant therefore, in addition to all other requirements set forth, shall file and maintain with the court evidence of a satisfactory public liability insurance policy, covering all operations of the applicant pertaining to business and all vehicles to be operated in the conduct thereof, in the amount of not less than \$100,000 for each person injured or killed, and in the amount of not less than \$500,000 in the event of injury or death of two or more persons in any single accident, and in the amount of not less than \$50,000 for damage to property.

(B) The policy may be written to allow the first \$250 of liability for damage to property to be deductible. Should any policy be canceled, the court shall be notified of the cancellation by the insurance carrier in writing not less than 10 days prior to the effective date of the cancellation, and provisions to that effect shall be incorporated in such policy, which shall also place upon the company writing such policy the duty to give the notice.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

§ 50.062 PERMIT APPLICATION.

Each applicant for any permit shall state in the application therefore the nature of the permit desired, as to collection, transportation, or processing of solid waste or any contamination thereof; name and address of the applicant and whether a sole proprietorship, corporation, or partnership, with disclosure of the ownership interests; the number of employees and solid waste collection vehicles to be operated thereunder; schedule of fees the applicant plans to charge; the precise location or locations of solid waste processing or disposal facilities to be used; boundaries of the collection area; other information as required by the court; and State of Incorporation and/or County of Partnership registration.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

§ 50.063 PERMIT ISSUANCE; TERM; FEE.

If the application shows that the applicant will collect, transport and process solid wastes without hazard to the public health or damage to the environment, in conformity with the laws of the Commonwealth of Kentucky and this chapter, and will be in the best interest to the citizens of county, then the court may issue the permit authorized by this chapter. The court shall have the authority to limit the number of annual permits issued under this section in order to preserve the health, comfort, safety and welfare of the residents, to promote energy conservation, and to provide for collection and disposal consistent with good solid waste management practices. The permit shall be issued for a

period of one year. Each applicant shall pay a fee of \$25. If the applicant shows proof (copy) of a current, paid, occupational business license, the permit fee will be waived.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

§ 50.064 APPLICATION DENIAL.

If the application does not clearly show that the collections, transportation or processing of solid waste will create no public health hazard or be without harmful effects to the environment, or will not be in the best interest of the citizens of the county, then the application shall be denied and the applicant notified by the court. Nothing in the section shall prevent the denial of a permit should the total number of annual permits have already been issued.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

§ 50.065 ANNUAL FEE; PERMIT NONTRANSFERABLE.

The annual permit may be renewed upon payment of the fee or fees or submitting proof (copy) of a current, paid occupational business license, as designated herein if the business has not been modified, the collection vehicles meet the requirements of § 50.040 of this chapter, and the renewal is approved by the court. If modifications have been made, the applicant shall reapply for a permit as set forth in § 50.040 of this chapter, and the renewal is approved by the court. If modifications have been made, the applicant shall reapply for a permit as set forth in §§ 50.061 and 50.062. No permits authorized by this chapter shall be transferable from person to person, without prior approval of the court.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

§ 50.066 INSPECTIONS.

In order to insure compliance with the laws of the Commonwealth of Kentucky, this chapter and the rules and regulations authorized herein, the County Solid Waste Coordinator or the County Fiscal Court or its designee or any law enforcement agency is authorized to inspect all phases of solid waste management with the county. No inspection shall be made on any private property unless: pursuant to a search warrant, consent or authority of other applicable law. In all instances where inspections reveal violation of this chapter, the County Solid Waste Coordinator or the County Fiscal Court or its designee or any law enforcement agency shall issue notice for each violation stating therein the violations or violations found, the time and date and the corrective measure to be taken, together with the time in which the corrections shall be made.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

§ 50.067 PERMIT SUSPENSION OR REVOCATION.

In all cases, when the corrective measure has not been taken within the time specified, the court shall suspend or revoke the permit or permits involved in the violations, however, in those cases where an extension of time will permit correction and there is no public health hazard created by the delay, one extension of time not to exceed the original time period may be given.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

§ 50.068 INJUNCTIVE RELIEF.

In the event a permit is revoked and the person continues to operate, the court may request the action of a court of law to enjoin the acts and to enforce compliance with this chapter or any rule or regulation promulgated thereunder. In any action, the court may grant to the court prohibitory or mandatory injunctive relief as the facts may warrant.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

§ 50.069 PERMIT DISPLAY.

All motor vehicles operating under any permit required by this chapter shall display the number or numbers on each side in colors which contrast with that of the vehicle, such numbers to be clearly legible and not less than three feet high. Each permit for processing or disposal facilities shall be prominently displayed at the facility.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96) Penalty, see § 50.999

§ 50.070 LIMITS ON NUMBER OF PERMITS.

There shall be specific limits for the number of permits issued to applicants for permits authorizing collection or transportation of solid waste under the terms of this chapter. There shall be a limit of one permit outstanding at any one time authorizing the applicant or the holder of the permit to operate a landfill or any other means of disposal of solid waste. The number of permits issued in any one year shall be determined by the court, and the determination shall be made on an annual basis.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

SERVICE CHARGE

§ 50.080 FEES; EXEMPTION FOR EXISTING MUNICIPAL CONTRACT.

(A) The County Fiscal Court hereby authorizes the County Solid Waste Coordinator and/or the county or its designee impose, collect and administer assessed fees on permitted landfills and waste transporters in the county. The County Solid Waste Coordinator shall assess fees in accordance with the provisions of this chapter as herein prescribed and the fees shall be assessed on waste generated within the county.

(B) The County Fiscal Court hereby imposes and assesses fees on permitted landfills and waste transporters in or operating within the county, and authorizes the County Solid Waste Coordinator, or other county designees to collect and administer fees so imposed in accordance with the provisions of this chapter as herein prescribed and the fee shall be assessed on waste generated, transported and/or deposited in the county. The fees to be imposed by the County Fiscal Court as follows:

(1) The fee for waste generated and/or collected within the county, but deposited or disposed of outside of the county shall be \$0.50 per ton.

(2) The fee for waste generated and/or collected within county and deposited or disposed of in the county shall be \$0.50 per ton.

(3) The fee for waste generated and/or collected outside of the county and deposited or disposed of in the county shall be \$0.625 per ton.

(C) The County Fiscal Court may establish service charges or fees for each dwelling unit and each commercial establishment for solid waste collection and disposal as may be necessary to meet all costs of operation and maintaining the solid waste management system. All fees which may be imposed, including revisions thereof, shall be paid by the resident or owner of record of the property served and shall be paid to the court or its designee at times set by the court.

(D) However, if any solid waste collector or operator and/or any operator of a contained landfill or sanitary landfill operating within the county is operating under any existing municipal contract with any city or county, which does not allow an increase or pass through of any increased fees assessed to the city or county under existing municipal contract, then in that event, the solid waste collector or operator and/or operator of a contained landfill or sanitary landfill shall be exempted from the payment of the fee imposed under this section until the termination of the existing municipal contract or for a

period of two years from the effective date of this chapter, whichever time is shorter. The Solid Waste Collector or operator and/or operator of a contained landfill or sanitary landfill must supply a copy of the municipal contract to the county, under which it is claiming exemption from fees imposed herein, for the county's review and before the exemption shall become effective.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

§ 50.081 DELINQUENCY; INTEREST.

All unpaid fees shall become delinquent if payment is not received when due. Delinquent bills shall bear interest at the rate of 12% per annum until paid. The county may enforce collection of delinquent bills by bringing proper legal action against the occupant of any dwelling unit or owner of any commercial establishment to recover any sums due, plus court costs and any other costs involved in such collection action.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

PUBLIC NUISANCES

§ 50.100 NOTIFICATION.

(A) It shall be the duty of the County Solid Waste Coordinator, County Code Enforcement Officer or the County Fiscal Court or its designee or any law enforcement agency to serve or cause to be served notice upon the owner or occupant of any premises on which there is kept or maintained any nuisance in violation of this chapter, and to demand the abatement of the nuisance within five days or necessary amount of time as determined by the Solid Waste Coordinator, and/or the County Code Enforcement Officer. Notice must be in writing which shall be served upon the owner, occupant or lessee by certified United States mail or in person at their last known address on file in the County Property Valuation Administration office to which the most recent tax bill was mailed. If the owner does not reside upon the property, a copy of the notice shall be mailed to the owner by first class United States mail to the owner's last known address or may be served by any other means reasonably calculated to provide the owner with notice including posting notice on the property, advertising and filing notice in the Office of the County Clerk.

(B) The notice shall provide that owner, occupant or lessee shall remove violation and properly dispose and/or recycle items in order to remove violation. The county reserves the right to obtain receipts, weight tickets, or any other documentation and proof of proper disposal and/or recycling. Removal or proper disposal and/or recycling will be at the owner's expense.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

§ 50.101 NON-COMPLIANCE; LIEN CLAIM.

If the person so served does not abate the nuisance within five days or the designated amount of time, the county may proceed to abate the violation. The county shall have the authority to enter upon the property and remove any and all items constituting the violation. The cost to the county of removing the items shall be at the property owner's expense. The county shall bill the property owner for the costs, and the property owner shall have ten days to pay in full. The ten day period shall commence with the date of the billing. If the bill is not paid within ten days, the county may at its option place a lien on the real property with the County Clerk, for the actual costs of removal of the items.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

IMPORTING WASTE

§ 50.120 DEFINITIONS.

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

COMMERCIAL WASTE, HAZARDOUS WASTE, HOUSEHOLD WASTE, INDUSTRIAL WASTE, SOLID WASTE, and TOXIC WASTE. Shall mean the same as defined or classified in the Kentucky Revised Statutes and defined or classified by the United States Environmental Protection Agency.

(Ord. 340.11, passed 11-28-95)

§ 50.121 TRANSPORTING WASTE.

It shall be unlawful to transport or otherwise bring into the county, for the purpose of transferring, distributing, unloading, or off-loading, any waste, garbage or discarded item, whether commercial waste, hazardous waste, household waste, industrial waste, solid waste, toxic waste or other waste, unless the waste is transported into the county for the purpose of disposal, incineration, storage, reclamation, destruction or recycling at a site in the county that has been approved and permitted for said purpose by the Kentucky Cabinet of Natural Resources and Environmental Protection or other state agency or county agency, whose authorization is necessary in order to lawfully operate such a site and facility.

(Ord. 340.11, passed 11-28-95) Penalty, see § 50.999

§ 50.122 TRANSFERRING WASTE.

It shall be unlawful to transfer, off-load, unload or distribute any waste, garbage, discarded item, whether commercial waste, hazardous waste, household waste, industrial waste, solid waste, toxic waste or other waste, in the county, from any type of motor carrier, highway carrier, railroad carrier or other transportation carrier of any type, unless the waste is transferred, off-loaded or distributed for the purpose of disposal, incineration or recycling at a site in the county that has been approved and permitted for said purpose by the Kentucky Cabinet of Natural Resources and Environmental Protection or other state agency or county agency, whose authority is necessary in order to lawfully operate such a site or facility.

(Ord. 340.11, passed 11-28-95) Penalty, see § 50.999

§ 50.123 TIME LIMIT.

It shall be unlawful to transport or otherwise bring into the county any waste, garbage, discarded item, whether commercial waste, hazardous waste, household waste, industrial waste, solid waste, toxic waste or other waste, for the purpose of its disposal, incineration, storage, reclamation, destruction, recycling or other storage for any period longer than 12 hours.

(Ord. 340.11, passed 11-28-95) Penalty, see § 50.999

§ 50.124 RECEIVING WASTE.

It shall be unlawful to collect, incinerate, or recycle any waste, whether commercial waste, hazardous waste, household waste, industrial waste, solid waste, toxic waste or any other waste in the county, other than at a site that has been approved and permitted for said purpose by the Kentucky Natural Resources and Environmental Protection Cabinet or other state agency or county agency, whose authorization is necessary in order to lawfully operate such a site or facility.

(Ord. 340.11, passed 11-28-95) Penalty, see § 50.999

SOLID WASTE FACILITIES

§ 50.150 DEFINITIONS.

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

OWNER and **OPERATOR**. Shall have the meaning specified in 401 KAR 30:010 section (144) and (145).

PERSON, SOLID WASTE MANAGEMENT FACILITY, and MUNICIPAL SOLID WASTE DISPOSAL FACILITY. Shall be defined the same as defined in the Kentucky Revised Statute 224.01-010.

SOLID 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.

(Ord. 1010.15, passed 10-24-95)

§ 50.151 REGISTRATION.

(A) No person shall own, establish, construct, operate, maintain, or permit the use of a waste site(s) or facility(ies) within the boundaries of Boone County without first having registered with the county Solid Waste Division. Registration must be submitted at least ten days prior to activity.

(B) Registration shall include, but not be limited to:

- (1) A description of the management, processing or disposal activities of each waste;
- (2) The mailing address of the site or facility;
- (3) The location of the site or facility;
- (4) A description of the type of waste managed at the site or facility;
- (5) The source of generation of the waste;
- (6) An estimate of the quantity of such waste to be managed annually; and
- (7) Signature of owner or operator of site or facility.

(Ord. 1010.15, passed 10-24-95) Penalty, see § 50.999

§ 50.152 EMERGENCY PERMITS.

Registration for emergency permits shall include the same criteria as § 50.151. Registration for an emergency permit may be obtained verbally through the county Department of Emergency Management.

(Ord. 1010.15, passed 10-24-95)

§ 50.153 ENVIRONMENTAL PERFORMANCE STANDARDS.

The owner or operator and site must be in compliance with the environmental performance standards as defined in 401 KAR 47:030.

(Ord. 1010.15, passed 10-24-95) Penalty, see § 50.999

§ 50.154 SITE OR FACILITY INSPECTIONS.

Within ten days of receipt of registration, the county may perform a site inspection to insure compliance with Kentucky statutes, Kentucky Administrative Regulations, or local ordinances not in conflict with this subchapter.

(Ord. 1010.15, passed 10-24-95)

§ 50.155 LOCAL DETERMINATION.

Municipal solid waste disposal facilities must obtain local determination pursuant to KRS 224.40-315.

(Ord. 1010.15, passed 10-24-95) Penalty, see § 50.999

§ 50.999 PENALTY.

(A) (1) Any person violating any of the provisions of the following sections or any lawful rules or regulations promulgated pursuant thereto, shall be punished by a fine as per the following:

- (a) Sections 50.010 through 50.029 shall be fined \$25.
- (b) Section 50.040 shall be fined \$100.
- (c) Sections 50.060 through 50.070 shall be fined \$500.
- (d) Sections 50.041 through 50.043 shall be fined \$1,000.

(2) Each days violation thereof shall be a separate offense for the purpose of calculating the fine. In addition to the prescribed fine, the court may order the payment of any costs incurred by the county enforcing the provisions of this chapter. Violators of this chapter may be issued a citation by any lawful police officer of the county and/or any duly authorized and sworn enforcement officer authorized by the County Fiscal Court.

(Ord. 1010.11, passed 5-17-94; Am. Ord. 09-96-01, passed 9-24-96)

(B) (1) Any person who violates any provision of §§ 50.120 through 50.124 shall be deemed guilty of a misdemeanor and fined not less than \$100, nor more than \$500, or incarcerated in the county jail for a period not to exceed one year, or both fined and imprisoned.

(2) Each day that such a violation occurs or continues to occur shall be considered a separate violation for which the violator shall be penalized under the provisions of this chapter.

(Ord. 340.11, passed 11-28-95)

(C) (1) Any person who violates any provision of §§ 50.150 through 50.155 shall be fined not less than \$100, nor more than \$500 per occurrence, or incarcerated in the county jail for a period not to exceed one year, or both; and/or be subject to the penalties outlined in KRS 224.99-010, 224.99-020, 224.99-030 and KAR 40:050.

(2) Each day that such a violation occurs or continues to occur shall be considered a separate violation for which the violator shall be penalized under the provisions of this chapter.

(Ord. 1010.15, passed 10-24-95)

TITLE V: PUBLIC WORKS

Chapter

50. SOLID WASTE

51. RESERVED

52. HAZARDOUS MATERIALS USE AND CONTROL MEASURES

53. RESERVED

54. WATER

CHAPTER 50: SOLID WASTE

Section	<i>Rules and Regulations</i>
50.001 Definitions	50.080 Rules and regulations
<i>Solid Waste Storage</i>	<i>Service Charge</i>
50.010 Storage containers required	50.085 Fees
50.011 Solid waste to be stored in a manner prescribed by ordinance	50.086 Delinquency
50.012 Standards for residential storage containers	<i>Public Nuisances</i>
50.013 Standards for commercial storage containers	50.090 Notification
50.014 Prohibited items	50.091 Noncompliance
50.015 Airtight containers	<i>Solid Waste Management Facilities; Solid Waste Siting</i>
<i>Collection of Solid Wastes</i>	
50.025 County responsibility defined	50.100 Definitions
50.026 Non-compulsory collection	50.101 Registration
50.027 Collection points	50.102 Emergency permits
50.028 Authority for collectors to enter private property	50.103 Environmental performance standards
50.029 Collector's responsibility defined	50.104 Site or facility inspections
	50.105 Local determination
<i>Transportation of Solid Waste</i>	50.999 Penalty
50.040 Collection vehicle standards	<i>Cross-reference:</i> <i>Abandoned Property, §§ 96.01 - 96.06</i>
<i>Disposal of Solid Waste</i>	
50.050 Disposal in approved sites	<i>GENERAL PROVISIONS</i>
50.051 Hazardous waste disposal	§ 50.001 DEFINITIONS.
<i>Permits</i>	
50.060 Permit requirements	For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.
50.061 Insurance requirements	
50.062 Permit application	<i>APPROVED INCINERATOR.</i> An incinerator which complies with all current regulations of the responsible local, state and federal air pollution control agencies.
50.063 Permit issuance	
50.064 Applicant denial	
50.065 Annual fee	
50.066 Inspections	
50.067 Permit suspension	
50.068 Injunctive relief	
50.069 Permit display	
50.070 Limits on number of permits	<i>BULKY RUBBISH.</i> Non-putrescible solid wastes consisting of combustible and/or non-combustible waste materials from dwelling units, commercial, industrial, institutional, or agricultural establishments which are either too large or too heavy to be safely and conveniently loaded in solid waste transportation vehicles by solid waste collectors, with the equipment available therefor.

COLLECTION. Removal of solid waste from the designated pickup location to the transportation vehicle.

CONTAINED LANDFILL or SANITARY LANDFILL. A facility for the disposal of solid waste consistent with the pursuant to criteria published under Section 4004 of the Resource Conservation and Recovery Act of 1976, as amended.

COUNTY. Campbell County, Kentucky.

COURT. Campbell County Fiscal Court.

DEMOLITION and CONSTRUCTION WASTE. Waste materials from the construction or destruction of residential, industrial or commercial structures.

DISPOSABLE SOLID WASTE CONTAINER. Disposable plastic or paper sacks with a capacity of 20 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.

HAZARDOUS WASTE. Any waste or combination of wastes which is determined by the Kentucky Department for Environmental Protection, United States Environmental Protection Agency, and any other local, state or federal law pertaining to hazardous waste, because of its quantity, concentration, or physical, chemical or infectious characteristics may cause an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness, or pose a substantial present or potential threat to human health or the environment when improperly treated, stored, transported or disposed of, or otherwise managed.

MULTIPLE HOUSING FACILITY. A housing facility containing more than one dwelling under one roof.

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

PERMITTED RESIDENTIAL SOLID WASTE COLLECTOR. A collector of residential solid waste, permitted for such purpose by the County or its designee.

PERSON. Any individual, partnership, corporation, association, joint stock company, trust, estate, political subdivision or organization of any kind, or their legal representative, agent or assigns.

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

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 waste, coal mining by-products, refuse and overburden), and agricultural operations, and from community activities, but does not include solid or dissolved material in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges.

(1) **COMMERCIAL SOLID WASTE.** Solid waste resulting from the operation of any commercial, industrial, institutional or agricultural establishment.

(2) **RESIDENTIAL SOLID WASTE.** Solid waste resulting from the maintenance and operation of dwelling units.

SOLID WASTE CONTAINER. Receptacle used by any person to store solid waste during the interval between solid waste collections.

SOLID WASTE DISPOSAL. The process of discarding or getting rid of unwanted material, in particular the final deposition of solid waste by man.

SOLID WASTE MANAGEMENT. The administration of solid waste activities: storage, collection, source separation, transportation, processing, treatment and disposal.

STORAGE. Keeping, maintaining or storing solid waste from the time of its production or until the time of its collection.

1999 S-4

TRANSPORTATION. The transporting of solid waste from the place of collection or processing to a solid waste processing facility or solid waste disposal area.

approved by a permitted residential solid waste collector. Containers shall be leakproof, waterproof, and fitted

YARD WASTES. Grass clippings, leaves, tree trimmings, and the like.
(Ord. O-15-91, passed 9-18-91)

2001 S-5 Repl.

SOLID WASTE STORAGE

§ 50.010 STORAGE CONTAINERS REQUIRED.

The occupant or owner of every dwelling unit and of every institutional, commercial or business, industrial or agricultural establishment producing solid waste within the limits of the County, shall provide sufficient and adequate containers for the storage of all solid waste except bulky rubbish and demolition and construction waste, to serve each such dwelling unit and/or establishment, and to maintain such solid waste containers at all times in good repair.
(Ord. O-15-91, passed 9-18-91) Penalty, see § 50.999

§ 50.011 SOLID WASTER TO BE STORED IN A MANNER PRESCRIBED BY ORDINANCE.

The occupant or owner of every dwelling unit of every institutional, commercial, industrial, agricultural or business establishment shall place all solid waste to be collected in proper solid waste containers, except as otherwise provided herein, 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 not provide harborage to rodents and vermin and will not create a fire hazard.
(Ord. O-15-91, passed 9-18-91) Penalty, see § 50.99

§ 50.012 STANDARDS FOR RESIDENTIAL STORAGE CONTAINERS.

Residential solid waste shall be stored in containers of not more than 35 gallon capacity unless said storage containers are supplied and

with a fly-tight lid and shall be properly covered at all times except when depositing waste therein or removing the contents thereof. The weight of any individual container and contents shall not exceed 75 pounds. Galvanized metal containers, or rubber, fiberglass, or plastic containers which do not become brittle in cold weather, may be used. Disposable solid waste containers with suitable frames or containers as recommended by the Campbell County Solid Waste Management Director and having been approved by the Campbell County Fiscal Court or respective city legislative bodies provided such containers are consistent with this chapter and in adopted solid waste management plan may also be used for storage of residential solid waste. Containers must be of a type and construction that will not allow access to the waste by dogs, cats, rodents or any other animals.

(Ord. O-15-91, passed 9-18-91) Penalty, see § 50.999

§ 50.013 STANDARDS FOR COMMERCIAL STORAGE CONTAINERS.

Commercial solid waste shall be stored in solid waste containers as recommended by the Campbell County Solid Waste Management Director and having been approved by the Campbell County Fiscal Court or respective city

4B

Campbell County - Public Works

icebox, refrigerator or other receptacle that has an airtight door without first removing the door.

(Ord. O-15-91, passed 9-18-91) Penalty, see § 50.999

COLLECTION OF SOLID WASTE

§ 50.025 COUNTY RESPONSIBILITY DEFINED.

The County shall provide for the collection of solid waste as follows:

(A) The County may at its discretion provide for the collection of all residential solid waste in the County, provided, however, that the County may provide the collection service by contracting with a person, county, or city or a combination thereof, for the entire County or portions thereof, as deem to be in the best interests of the County.

legislative bodies provided such containers are consistent with this chapter and the adopted solid waste management plan. The containers shall be waterproof, leakproof and shall be covered at all times except when depositing waste therein or removing the contents thereof; and shall meet all requirements as set forth by § 50.080.

(Ord. O-15-91, passed 9-18-91) Penalty, see § 50.999

§ 50.014 PROHIBITED ITEMS.

All types of yard wastes are discouraged from being discarded as solid waste within Campbell County. Vehicle tires and lead acid batteries are also discouraged from being discarded as solid waste within Campbell County.

(Ord. O-15-91, passed 9-18-91)

§ 50.015 AIRTIGHT CONTAINERS.

No owner or person of any building or dwelling shall leave outside any dwelling or building, in a place accessible to children, any abandoned or unattended

(B) The County may, at its discretion, provide commercial solid waste collection services upon specific application of the owners or persons in charge thereof. However, in the event that such application is not made or approved, it shall be the duty of such establishments to provide for collection of all solid waste produced upon any such premises.

(Ord. O-15-91, passed 9-18-91)

§ 50.026 NON-COMPULSORY COLLECTION.

Subscription to solid waste collection services as provided by the County or its contractors is not compulsory. However, the County shall assure that all residents who want services shall be provided such. (Ord. O-15-91, passed 9-18-91)

§ 50.027 COLLECTION POINTS.

Solid waste containers as required by this chapter for the storage of other residential solid waste shall be placed at the curb, alley, the rear of the building for collection or other locations approved or authorized by the waste hauler. Any solid waste container placed at the curb or alley for collection shall be so placed not more than 12 hours before collection and all such reusable containers shall be removed from the curb or alley 12 hours after collection.

(Ord. O-15-91, passed 9-18-91)

§ 50.028 AUTHORITY FOR COLLECTORS TO ENTER PRIVATE PROPERTY.

Solid waste collectors, employed by the Court or solid waste collection agency operating under contract with the County, are hereby authorized to enter upon private property for the purpose of collecting solid waste therefrom as required by this chapter. Solid waste collectors shall not enter dwelling units or other residential buildings for the purpose of collecting residential solid waste. Commercial solid waste may be removed from within commercial establishments upon written request of the owner and approval by the Court by persons under contract with the Court. All solid waste collections, other than bulky rubbish, shall be collected at least one time per week.

(Ord. O-15-91, passed 9-18-91) Penalty, see § 50.999

§ 50.029 COLLECTOR'S RESPONSIBILITY DEFINED.

Solid waste collectors, employed by the County or a solid waste collection agency, operating under contract with or permitted by the County, shall be responsible for the collection of solid waste from the designated pickup location to the transportation vehicle provided the solid waste was stored in compliance with the provisions set forth in this chapter. Any 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 solid waste collector. Solid waste collectors or land fill operators shall not dispose of "limited quantity generator" waste, as defined by State Statute, nor the disposal of infectious and medical waste, including but not limited to, contaminated needles and instruments, animal carcasses and pathological, laboratory and blood wastes, unless first receiving a permit modification authorizing acceptance of such waste. Limited quantity generators may not place hazardous waste with non-hazardous solid waste in garbage cans or dumpsters, without first having arranged for a permit modification.

(Ord. O-15-91, passed 9-18-91)

TRANSPORTATION OF SOLID WASTE

§ 50.040 COLLECTION VEHICLE STANDARDS.

All transportation vehicles shall be maintained in a safe, clean and sanitary condition, and shall be

so

1999 S-4 Repl.

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 of suitable material with fasteners designed to secure all sides of the cover to the vehicle and shall be secured whenever the vehicle is transporting solid waste, or, as an alternative, 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. (Ord. O-15-91, passed 9-18-91) Penalty, see § 50.999

DISPOSAL OF SOLID WASTE

§ 50.050 DISPOSAL IN APPROVED SITES.

(A) Solid wastes shall be deposited at a processing facility or disposal area approved by the County and complying with all requirements of KRS 224.40-100, 224.40-310 and 224.43-010 and the rules and regulations adopted thereunder. The County may designate the processing or disposal facility to be utilized by persons operating under §§ 50.060 through 50.070 of this chapter.

(B) Any new, renewal of other contracts or agreements which would allow out of state waste to enter Campbell County for processing or disposal at an authorized processing facility, disposal area, contained landfill or sanitary landfill in Campbell County, must first be approved and authorized by the commonwealth, and the County before its terms may be valid and enforceable. (Ord. O-15-91, passed 9-18-91) Penalty, see § 50.999

§ 50.051 HAZARDOUS WASTE DISPOSAL.

Hazardous wastes under these provisions will require special handling and shall be disposed of only in a manner authorized by state statutes, regulations and County ordinances. (Ord. o-15-91, passed 9-18-91) Penalty, see § 50.999

PERMITS

§ 50.060 PERMIT REQUIREMENTS.

No person shall engage in the business of collecting, transporting, processing or disposing of solid wastes within the boundary limits of Campbell County, without first obtaining an annual permit from the County.

(Ord. O-15-91, passed 9-18-91) Penalty, see § 50.999

§ 50.061 INSURANCE REQUIREMENTS.

(A) No such permit shall be issued until and unless the applicant therefor, in addition to all other requirements set forth, shall file and maintain with the Court evidence of a satisfactory public liability insurance policy, covering all operations of such applicant pertaining to such business and all vehicles to be operated in the conduct thereof, in the amount of not less than \$100,000 for each person injured or killed, and in the amount of not less than \$500,000 in the event of injury or death of two or more persons in any single accident, and in the amount of not less than \$50,000 for damage to property.

(B) Such policy may be written to allow the first \$250 of liability for damage to property to be deductible. Should any such policy be canceled, the Court shall be notified of such cancellation by the insurance carrier in writing not less than ten days prior to the effective date of such cancellation, and provisions to that effect shall be incorporated in such policy, which shall also place upon the company writing such policy the duty to give such notice.

(Ord. O-15-91, passed 9-18-91)

§ 50.062 PERMIT APPLICATION.

Each applicant for any such permit shall state in his application therefor:

(A) The nature of the permit desired, as to collection, transportation, or processing of solid waste or any combination thereof;

(B) Name and address of the applicant and whether a sole proprietorship, corporation, or

partnership, with disclosure of the ownership interests;

2013 S-26

(C) The number of employees and solid waste collection vehicles to be operated thereunder;

(D) Schedule of fees the applicant plans to charge;

(E) The precise location or locations of solid waste processing or disposal facilities to be used;

(F) Boundaries of the collection area;

(G) Such other information as required by the Court; and

(H) State of incorporation and/or County of partnership registration.
(Ord. O-15-91, passed 9-18-91)

§ 50.063 PERMIT ISSUANCE.

If the application shows that the applicant will collect, transport and process solid wastes without hazard to the public health or damage to the environment, in conformity with the laws of the state and this chapter, and will be in the best interest to the citizens of Campbell County, then the Court may issue the permit authorized by this chapter. The Court shall have the authority to limit the number of annual permits issued under this section in order to preserve the health, comfort, safety and welfare of the residents, to promote energy conservation, and to provide for collection and disposal consistent with good solid waste management practices. The permit shall be issued for a period of one year, and each applicant shall pay therefor a fee of \$25.

(Ord. O-15-91, passed 9-18-91)

§ 50.064 APPLICANT DENIAL.

If the application does not clearly show that the collection, transportation, or processing of solid wastes will create no public health hazard or be without harmful effects on the environment, or will not be in the best interest of the citizens of Campbell County, then the application shall be denied and the applicant notified by the Court. Nothing in this section shall prevent the denial of a permit should the total number of annual permits have already been issued.

(Ord. O-15-91, passed 9-18-91)

§ 50.065 ANNUAL FEE.

The annual permit may be reviewed upon payment of the fee or fees as designated herein if the business has not been modified, the collection vehicles meet the requirements of § 50.040, and the renewal is approved by the Court. If modifications have been made the applicant shall reapply for a permit as set forth in §§ 50.061 and 50.062. No permits authorized by this chapter shall be transferable from person to person, without prior approval of
(Ord. O-15-91, passed 9-18-91)

§ 50.066 INSPECTIONS.

In order to insure compliance with the laws of the Commonwealth, this chapter and the rules and regulations authorized herein, the Campbell County Waste Management Director or the Campbell County Fiscal Court or its designee or any law enforcement agency is authorized to inspect all phases of solid waste management within the County. No inspection shall be made on any private property unless authorized by the occupant or by due process of law. In all instances where such inspection reveals violation of this chapter, the Campbell County Waste Management Director or the Campbell County Fiscal Court or its designee or any law enforcement agency shall issue notice for each such violation stating therein the violation or violations found, the time and date and the corrective measure to be taken, together with the time in which such corrections shall be made. (Ord. O-15-91, passed 9-18-91)

§ 50.067 PERMIT SUSPENSION.

In all cases, when the corrective measures have not been taken within the time specified, the Court shall suspend or revoke the permit or permits involved in the violations, however, in those cases where an extension of time will permit correction and there is no public health hazard created by the delay, one extension of time not to exceed the original time period may be given.
(Ord. O-15-91, passed 9-18-91)

§ 50.068 INJUNCTIVE RELIEF.

In the event a permit is revoked and the

person continues to operate, the Court may request
the action

1999 S-4 Repl.

containers.

of a court of law to enjoin the acts and to enforce compliance with this chapter or any rule or regulation promulgated thereunder. In any such action, the court may grant to the County such prohibitory or mandatory injunctive relief as the facts may warrant.

(Ord. O-15-91, passed 9-18-91)

§ 50.069 PERMIT DISPLAY.

All motor vehicles operating under any permit required by this chapter shall display the number or numbers on each side in colors which contrast with that of the vehicle, such numbers to be clearly legible and not less than three inches high. Each permit for processing or disposal facilities shall be prominently displayed at the facility.

(Ord. O-15-91, passed 9-18-91) Penalty, see § 50.999

§ 50.070 LIMITS ON NUMBER OF PERMITS.

There shall be specific limits for the number of permits issued to applicants for permits authorizing collection or transportation of solid waste under the terms of this chapter. There shall be a limit of one permit outstanding at any one time authorizing the applicant or the holder of the permit to operate a land fill or any other means of disposal of solid waste. The number of permits issued in any one year shall be determined by the Court, and such determination shall be made on an annual basis.

(Ord. O-15-91, passed 9-18-91)

RULES AND REGULATIONS

§ 50.080 RULES AND REGULATIONS.

(A) The Campbell County Solid Waste Coordinator will recommend to the Campbell County Fiscal Court who shall make, amend, revoke, and enforce reasonable rules and regulations, as approved by the Court for the storage, collection, transportation, processing, recycling, composting and disposal of solid waste, including, but not limited to:

(1) Preparation, drainage and wrapping of waste deposited in solid waste

(2) Specifications for solid waste containers, including the type, composition, equipment, size and shape thereof.

(3) Identification of solid waste containers and of the covers thereof, and of equipment thereto appertaining, if any.

(4) Weight limitations on the combined weight of solid waste containers and the contents thereof, and weight and size limitations on bundles of solid waste too large for solid waste containers.

(5) Storage of solid waste in solid waste containers.

(6) Sanitation, maintenance and replacement of solid waste containers.

(7) Schedules of and routes for collection and transportation of solid waste.

(8) Collection points of solid waste containers.

(9) Collection, transportation,

processing and disposal of solid waste.

(10) Processing facilities and fees for the use thereof

(11) Disposal facilities and fees for the use thereof.

(12) Records of quantity and type of wastes recovered at processing and/or disposal facilities.

(13) Handling of special wastes such as sludge, ashes, agriculture, construction, bulky items, tires, automobiles, oils, greases, and the like.

(14) Acceptable solid waste containers to indigent persons within Campbell County.

(B) A copy of any and all rules and regulations promulgated under the provisions hereof shall be filed in the office of the County Judge/Executive.
(Ord. O-15-91, passed 9-18-91) Penalty, see § 50.999

SERVICE CHARGE**§ 50.085 FEES.**

The Campbell County Fiscal Court may establish service charges or fees for each dwelling unit and each commercial establishment for solid waste collection and disposal as may be necessary to meet all costs of operation and maintaining the solid waste management system. All such fees which may be imposed, including revisions thereof, shall be paid by the resident or owner of record of the property served and shall be paid to the Court or its designee at times set by the Court. (Ord. O-15-91, passed 9-18-91)

§ 50.086 DELINQUENCY.

All unpaid fees shall become delinquent if payment is not received when due. Delinquent bills shall bear interest at the rate of 12% per annum until paid. The County may enforce collection of delinquent bills by bringing proper legal action against. (Ord. O-15-91, passed 9-18-91)

PUBLIC NUISANCES**§ 50.090 NOTIFICATION.**

It shall be the duty of the court to serve or cause to be served upon the owner or occupant of any premises on which there is or maintained any nuisance in violation of this chapter, and to demand the abatement of the nuisance within five days. (Ord. O-15-91, passed 9-18-91)

§ 50.091 NON-COMPLIANCE.

If the person so served does not abate the nuisance within five days, the County may proceed to abate such nuisance, keeping in account of the expense of abatement, and such abatement shall be charged and paid by such owner or occupant. Whenever a bill for such charges remains unpaid for ten days after the nuisance has been abated, the County may file a statement of lien claim against the property. (Ord. O-15-91, passed 9-18-91)

**SOLID WASTE MANAGEMENT FACILITIES;
SOLID WASTE SITING****§ 50.100 DEFINITIONS.**

(A) The terms **PERSON**, **SOLID WASTE MANAGEMENT FACILITY**, and **MUNICIPAL SOLID WASTE DISPOSAL FACILITY** shall be defined for the purpose of this subchapter the same as defined in KRS §§ 224.01-010.

(B) The terms **OWNER** and **OPERATOR** shall have the same meaning specified in 401 KAR 30:010 section (144) and (145).

(C) **SOLID WASTE SITE** or **FACILITY** means 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. (Ord. O-16-95, passed 10-18-95)

§ 50.101 REGISTRATION.

No person shall own, establish, construct, operate, maintain, or permit the use of waste site or facility within the boundaries of Campbell County without first having registered with the County, Solid Waste Division. Registration must be submitted at least ten days prior to activity. Registration shall include, but not be limited to:

(A) A description of the management, processing and/or disposal activities of each waste.

(B) The mailing address of the site or facility.

(C) The location of the site or facility.

(D) A description of the type of waste managed at the site or facility.

(E) The source of generation of the waste.

(F) An estimate of the quantity of such waste to be managed annually.

(G) Signature of owner or operator of site or facility.

(Ord. O-16-95, passed 10-18-95) Penalty, see §
50.999
1999 S-4 Repl.

§ 50.102 EMERGENCY PERMITS.

Registration for emergency permits shall include the same criteria as § 50.101 divisions (A) through (F) of this subchapter. Registration for this permit may be obtained verbally through the County Department of Emergency Management. (Ord. O-16-95, passed 10-18-95)

§ 50.103 ENVIRONMENTAL PERFORMANCE STANDARDS.

The owner or operator and site must be in compliance with the environmental performance standards as defined in 401 KAR 47:030. (Ord. O-16-95, passed 10-18-95) Penalty, see § 50.999

§ 50.104 SITE OR FACILITY INSPECTIONS.

Within ten days of receipt of registration, the County may perform a site inspection to insure compliance with Kentucky statutes, Kentucky Administrative Regulations, and/or local ordinances, not in conflict with this subchapter. (Ord. O-16-95, passed 10-18-95)

§ 50.105 LOCAL DETERMINATION.

Municipal solid waste disposal facilities must obtain local determination pursuant to KRS 224.40-315.

(Ord. O-16-95, passed 10-18-95) Penalty, see § 50.999

§ 50.999 PENALTY.

(A) Any person violating any of the provisions of this chapter, or any lawful rules or regulations promulgated pursuant thereto, shall be punished by a fine as per the following: §§ 50.010 through 50.015, \$25; §§ 50.025 through 50.29, \$25; § 50.040, \$100; §§ 50.050 and 50.051, \$1,000; §§ 50.060 through 50.070, \$500, provided that each days violation thereof shall be a separate offense for the purpose of calculating said fine. Violators of this chapter shall be issued violation letters by the Campbell County Fiscal Court designed whenever violation is found to exist.

(B) Any person who violates any provision of §§ 50.100 through 50.105 shall be fined not less than \$100 nor more than \$500 per occurrence and incarcerated in the county jail for a period not to exceed one year or both. Each day that such a violation occurs or continues to occur shall be considered a separate violation for which the violator shall be penalized under the provision of this section.

(Ord. O-15-91, passed 9-18-91; Am. Ord. O-16-95, passed 10-18-95)

2001 S-5 Repl.

SOLID WASTE STORAGE

§ 50.015 STORAGE CONTAINERS REQUIRED.

The occupant or owner of every residential dwelling unit, agricultural, commercial or institutional and industrial use generating solid waste within the county shall provide sufficient and adequate containers for the storage of all solid waste except bulky rubbish and demolition and construction waste, to serve each such dwelling unit and/or establishment, and to maintain such solid waste containers at all times in good repair.

(Ord. 830.2, passed 6-13-89) Penalty, see § 50.999

§ 50.016 MANNER OF STORAGE; MAINTENANCE.

Except as herein provided, the occupant or owner of every residential dwelling unit, agricultural, commercial, institutional and industrial use shall place all 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.

(Ord. 830.2, passed 6-13-89) Penalty, see § 50.999

§ 50.017 STANDARDS FOR RESIDENTIAL STORAGE CONTAINERS.

Residential solid waste, including agricultural uses, shall be stored in disposable and/or storage containers of not less than 20 gallons nor more than 35 gallons in nominal capacity, except where portable wheel-type collection carts in an 80 to 90 gallon size are used. Storage containers shall be leakproof, 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. Storage containers shall have handles, bails, or other suitable lifting devices or features. Storage 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 container and contents shall not exceed 75 pounds, except for wheel-type collections carts. 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 by the Director.

(Ord. 830.2, passed 6-13-89) Penalty, see § 50.999

§ 50.018 BULK CONTAINERS.

All uses which generate more than a volume of two cubic yards (that is, approximately equivalent to 500 pounds or ¼ ton or 400 gallons) of solid waste per week shall be required to provide bulk containers for storage.

(Ord. 830.2, passed 6-13-89)

§ 50.019 YARD WASTES.

Tree limbs less than four inches in diameter, lumber and brush shall be securely tied in bundles not larger than 48 inches long and 18 inches in diameter when not placed in storage containers. The weight of any individual bundle shall not exceed 75 pounds. Yard wastes shall be stored in containers so constructed and maintained as to prevent the dispersal of wastes placed therein upon the premises served, upon adjacent premises, or upon adjacent public right-of-way. The weight of any individual container and contents shall not exceed 75 pounds.

(Ord. 830.2, passed 6-13-89) Penalty, see § 50.999

§ 50.020 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 to particularly children, any abandoned or unattended white goods (that is, icebox, refrigerator, or other receptacle that has an airtight door) without first removing the door.

(Ord. 830.2, passed 6-13-89) Penalty, see § 50.999

SOLID WASTE COLLECTION

§ 50.030 COLLECTION PRACTICES.

Collection practice within unincorporated areas of the county is categorized as private collection where the private sector is allowed to operate in open competition and arrangements for waste collection and disposal are left between a private contractor and/or individuals or establishments under local government authority, the County Fiscal Court.

(Ord. 830.2, passed 6-13-89)

§ 50.031 MANDATORY COLLECTION.

Collection of solid waste, including bulky waste, from all generators, including residential, agricultural, commercial, institutional and industrial is mandatory.

(Ord. 830.2, passed 6-13-89)

§ 50.032 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, and the like on private property. In general, solid waste generated by residential and agricultural uses shall be placed along the roadside or curbside fronting the subject property not more than 12 hours before collection. All reusable storage containers shall be removed from the roadside or curbside by the generator within 12 hours after collection. Residential, agricultural, commercial, institutional and industrial uses required to provide bulk storage containers shall be located on private property in areas accessible to collection vehicles.

(Ord. 830.2, passed 6-13-89)

§ 50.033 FREQUENCY OF COLLECTION.

All solid waste, other than bulky waste, shall be collected at least once weekly or 168 hours between collections. Residential, agricultural, commercial, institutional, and industrial uses, generating large quantities of solid waste, may be required to provide collection at more frequent intervals (that is, twice weekly or more) upon determination by the Director, as necessary for the protection of public health, safety, and welfare. All collections shall be made between the hours of 7:00 a.m. and 5:00 p.m., except Sundays.

(Ord. 830.2, passed 6-13-89)

§ 50.034 COLLECTOR'S RESPONSIBILITY DEFINED.

Solid waste collectors operating within the county shall be responsible for the collection of solid waste from collection points to a transportation vehicle, provided solid waste was stored in compliance with provisions set forth in this section. 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.

(Ord. 830.2, passed 6-13-89)

PROCESSING OF SOLID WASTE

§ 50.045 RESOURCE RECOVERY.

Except as provided by statute, the use of recycling, sources separation, and resource recovery or reclamation of materials for energy and other processes shall not be restricted by any person, dwelling unit, agricultural, commercial, institutional, or industrial use within the county provided storage and collection conforms to the requirements of this chapter.

(Ord. 830.2, passed 6-13-89)

TRANSPORTATION OF SOLID WASTE

§ 50.055 COLLECTION VEHICLE STANDARDS.

All vehicles used for transportation of solid waste, except bulky waste, shall be the enclosed type (that is, front, side, and/or rear loader, packer trucks) ranging in size from 16 to 40 cubic yards. All vehicles shall be maintained in a safe, clean, and sanitary condition at all times.

(Ord. 830.2, passed 6-13-89) Penalty, see § 50.999

§ 50.056 TRANSFER STATION.

Solid waste, including bulky waste, within transportation vehicles may be hauled to a transfer station within the City of Covington, subject to approval by the city and payment of a tipping fee established per contract with the operator.

(Ord. 830.2, passed 6-13-89)

DISPOSAL OF SOLID WASTE

§ 50.065 OPEN BURNING.

Open burning of solid waste, hazardous waste, and bulky waste is prohibited, except as otherwise permitted by the Director in compliance with Kentucky Administrative Regulation 401 KAR 63:005.

(Ord. 830.2, passed 6-13-89) Penalty, see § 50.999

Cross-reference:

Open burning ban, see § 92.01

§ 50.066 OPEN DUMPING.

Open dumping of solid waste, including bulky waste, on all lands (that is, roadsides, hollows, rivers, streams, lakes, and the like) by any person is prohibited by KRS 224.40-100 and this chapter.

(Ord. 830.2, passed 6-13-89) Penalty, see § 50.999

§ 50.067 DISPOSAL SITES.

All solid waste, including bulky waste, shall be disposed of within a sanitary landfill having a valid permit issued by a state natural resources and environment protection department in compliance with KRS 224.43-101, 224.40-100, and 224.40-310 and this chapter.

(Ord. 830.2, passed 6-13-89) Penalty, see § 50.999

§ 50.068 HAZARDOUS WASTES.

As defined in § 50.001 of this chapter, hazardous waste will require special handling and shall be disposed of only in a manner authorized by state and/or federal regulations.

(Ord. 830.2, passed 6-13-89) Penalty, see § 50.999

Cross-reference:

Hazardous materials, see Ch. 93

PERMITS

§ 50.080 PERMIT REQUIRED.

No person shall engage in the business of collecting, transporting, or processing of solid waste within the county without an annual permit, provided that this provision shall not be deemed to apply to employees of the holder of any such permit.

(Ord. 830.2, passed 6-13-89) Penalty, see § 50.999

§ 50.081 INSURANCE REQUIREMENTS.

(A) No such permit shall be issued until and unless the applicant therefor, in addition to all other requirements set forth, shall file and maintain with the Director evidence of a satisfactory public liability insurance policy including uninsured and underinsured motorists, covering all operations of such applicant pertaining to such business and all vehicles to be operated in the conduct thereof, in the amount of not less than \$100,000 for each person injured or killed, and in the amount of not less than \$300,000 in the event of injury or death of two or more persons in any single accident, and in the amount of not less than \$50,000 for damage to property.

(B) Such policy, may be written to allow the first \$500 of liability for damage to property to be deductible. Worker's Compensation and employee's liability insurance to cover injury or death to any of the employees or workers in an amount not less than \$100,000. Should any such policy be cancelled, the Director shall be notified of such cancellation by the insurance carrier in writing not less than ten days prior to the effective date of such cancellation, and provisions to that effect shall be incorporated in such policy, which shall also place upon the company writing such policy the duty to give such notice.

(Ord. 830.2, passed 6-13-89)

§ 50.082 PERMIT APPLICATION.

Each applicant for any permit as required in § 50.080 shall state in his application the following:

(A) The nature of the permit desired, as to collect, process, or transport solid waste or any combination thereof;

(B) The name and address of the applicant and whether a sole proprietorship, corporation, or partnership with disclosure of the ownership interests;

(C) The number of employees and solid waste collection vehicles to be operated thereunder;

(D) The rates the applicant plans to charge customers;

(E) The location or locations of solid waste processing or disposal facilities to be used;

(F) The service routes and boundaries of the collection area; and

(G) Other such information as required by the Director.

(Ord. 830.2, passed 6-13-89; Am. Ord. 830.3, passed 5-28-91)

§ 50.083 PERMIT ISSUANCE.

If the application shows that the applicant will collect, transport, and process solid waste without hazard to the public health or damage to the environment and in conformity with the laws of the Commonwealth of Kentucky and this chapter, the Director may issue the permit authorized by this chapter. The permit shall be issued for a period of one year, and each applicant shall pay a fee of \$50. If modifications can be made to the application regarding service, equipment, or mode of operation, so as to bring the application within the intent of this chapter, the Director shall notify the applicant in writing setting forth the modification to be made and the time in which it shall be done.

(Ord. 830.2, passed 6-13-89)

§ 50.084 APPLICATION DENIAL.

If the applicant does not make the modifications pursuant to the notice provided for in § 50.083 of this chapter within the time limit specified therein, or if the application does not clearly show that the collection, processing, or transportation of solid waste will not create a public health hazard or be without harmful effects on the environment, the application shall be denied and the applicant notified by the Director, in writing, stating the reason for such denial. Nothing in this section shall prejudice the right of the applicant to reapply - after the rejection of his application provided that all aspects of the reapplication comply with the provisions of this chapter.

(Ord. 830.2, passed 6-13-89)

§ 50.085 ANNUAL FEE; PERMIT NONTRANSFERABLE.

The annual permit may be renewed upon payment of the fee as required herein if the business has not been modified, the collection vehicles meet the requirements of § 50.055 of this chapter, and the renewal is approved by the Director. If modifications have been made, the applicant shall reapply for a permit as set forth in §§ 50.082 and 50.083. No permits authorized by this chapter shall be transferrable from company to company, or person to person.

(Ord. 830.2, passed 6-13-89) Penalty, see § 50.999

§ 50.086 INSPECTIONS.

In order to insure compliance with the laws of the Commonwealth, this chapter, and the rules and regulations authorized herein, the Director is authorized to inspect all phases of solid waste management within the unincorporated area of the county. No inspection shall be made in any residential unit unless authorized by the occupant or by due process of law. In all instances where such inspections reveal violation of this chapter, the Director shall issue notice for each such violation stating therein the violation or violations found, the time and date and the corrective measure to be taken, together with the time in which such corrections shall be made.

(Ord. 830.2, passed 6-13-89)

§ 50.087 PERMIT SUSPENSION.

In all cases, when the corrective measures have not been taken within the time specified, the Director shall suspend or revoke the permit or permits involved in the violations. However, in those cases where an extension of time will permit correction and there is no public health hazard created by the delay, one extension of time not to exceed the original time period may be given.

(Ord. 830.2, passed 6-13-89)

§ 50.088 INJUNCTIVE RELIEF.

In the event a permit is revoked and the person continues to operate, the Director may request the action of a court of law to enjoin the acts and to enforce compliance with this chapter or any rule or regulation promulgated thereunder. In any such action, the court may grant to the county such prohibitory or mandatory injunctive relief as the facts may warrant.

(Ord. 830.2, passed 6-13-89)

§ 50.089 APPEAL PROCEDURE.

Any person who feels aggrieved by any notice of violation or order issued pursuant thereto of the Director, may within 30 days of the act for which redress is sought appeal directly to the Court of Appeals in writing, setting forth in a concise statement the act being appealed and the grounds for its reversal.

(Ord. 830.2, passed 6-13-89)

§ 50.090 PERMIT DISPLAY.

All motor vehicles operating under any permit required by this chapter shall display the number or numbers on each side in colors which contrast with that of the vehicle, such numbers to be clearly legible and not less than two inches high. Each permit for processing or disposal facilities shall be prominently displayed at the facility.

(Ord. 830.2, passed 6-13-89) Penalty, see § 50.999

§ 50.091 BONDS; ESTABLISHMENT BY FISCAL COURT.

Bonds are suggested for permits to collect and transport solid waste and to operate processing or disposal facilities. The amounts and types should be determined by the county. Types of bonds which should be considered are performance bonds, and payment bonds.

(Ord. 830.2, passed 6-13-89)

PUBLIC NUISANCES

§ 50.100 NOTIFICATION.

It shall be the duty of the Director to serve or cause to be served upon the owner or occupant of any premises on which there is kept or maintained any nuisance in violation of the provisions of this chapter and to demand the abatement of the nuisance with 30 days.

(Ord. 830.2, passed 6-13-89)

§ 50.101 NON-COMPLIANCE; LIEN CLAIM.

If the person so served does not abate the nuisance within 30 days, the county may proceed to abate such nuisance, keeping an account of the expense of the abatement, and such abatement shall be charged and paid by such owner or occupant. Whenever a bill for such charges remains unpaid for 60 days after that has been rendered, the county may file a statement of lien claim against the property.

(Ord. 830.2, passed 6-13-89)

SITING OF SOLID WASTE MANAGEMENT FACILITIES

§ 50.110 REGISTRATION.

No person shall own, establish, construct, operate, maintain, or permit the use of waste site or facility within the boundaries of Kenton County without first having registered with the County of Kenton, Solid Waste Division. Registration must be submitted at least ten days prior to activity. Registration shall include, but not be limited to:

- (A) A description of the management, processing and/or disposal activities of each waste;
- (B) The mailing address of the site or facility;
- (C) The location of the site or facility;
- (D) A description of the type of waste managed at the site or facility;
- (E) The source of generation of the waste;
- (F) An estimate of the quantity of such waste to be managed annually; and
- (G) Signature of owner or operator of site or facility.

(Ord. 95-830.4, passed 9-26-95) Penalty, see § 50.999

§ 50.111 EMERGENCY PERMITS.

Registration for emergency permits shall include the same criteria as § 50.110(A) through (F) of this chapter. Registration for this permit may be obtained verbally through the County of Kenton Department of Emergency Management.

(Ord. 95-830.4, passed 9-26-95)

§ 50.112 ENVIRONMENTAL PERFORMANCE STANDARDS.

The owner or operator and site must be in compliance with the environmental performance standards as defined in 401 KAR 47:030.

(Ord. 95-830.4, passed 9-26-95) Penalty, see § 50.999

§ 50.113 SITE OR FACILITY INSPECTIONS.

Within ten days of receipt of registration, the county may perform a site inspection to insure compliance with Kentucky Statutes, Kentucky Administrative Regulations, and/or local ordinances, not in conflict with this chapter.

(Ord. 95-830.4, passed 9-26-95)

§ 50.114 LOCAL DETERMINATION.

Municipal solid waste disposal facilities must obtain local determination pursuant to KRS 224.40-315.

(Ord. 95-830.4, passed 9-26-95) Penalty, see § 50.999

§ 50.999 PENALTY.

Any person violating any of the provisions of this chapter, or any lawful rules or regulations promulgated pursuant thereto shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than \$100 nor more than \$500 provided, that each day's violation thereof shall be a separate offense for the purpose hereof. Violators of this chapter may be issued a citation by the County Police or any duly appointed agent or agency.

(Ord. 830.2, passed 6-13-89; Am. Ord. 101.00, passed 6-13-95; Am. Ord. 95-830.4, passed 9-26-95)

Citation Form & Letter

(County only)



Click here to enter text.

Click here to enter text.
Click here to enter text.
Click here to enter text.

CITATION FOR VIOLATION OF COUNTY ORDINANCE

RE: Property located in Boone County, Kentucky at: [Click here to enter text.](#)

Dear [Click here to enter text.](#),

The property listed above has been determined to be in violation of Boone County Ordinances [Choose an item.](#), based on a report to our office and visual confirmation by a County Code Official on [Click here to enter text.](#) at [Click here to enter text.](#).

Items in violation need to be addressed immediately. These items are – but not limited to – the following:

- [Click here to enter text.](#)

The Boone County Attorney's Office has been notified of the existence of the violations as noted in this citation and that a Notice of Violation has been given to the property owner. The County Attorney will initiate a filing with the Boone County District Court.

The items in violation may be brought into compliance by completing the following action(s):

- [Click here to enter text.](#)

Please notify me immediately if these correction steps are taken so that a determination can be made as to appropriate action.

Please do not hesitate to contact me at 859-334-3600 if you have any questions or would like further clarification.

Thank you,

Megan Clere
Community Outreach Coordinator
Solid Waste Technician
Boone County Solid Waste



Month Day, 2022

Property Owner
123 Address Road
City, KY 41001

RE: Code Enforcement Case #_____ Property Maintenance at _____

M() Owner(s),

In response to numerous complaints, a condition assessment site visit was conducted on Month Day, 2019 for properties along Address Road. During this visit, ___ items were noted at Address Road that require your attention regarding compliance with Campbell County's Blight and Property Maintenance Ordinances. The intent of this letter is to inform you of the situation, so that you may address it appropriately.

Sample Item 1: A (description) car (truck, trailer, etc.) was located in the front yard that may constitute blight. The (surrounding conditions around) the car indicated that the vehicle had not been moved in some time.

Sample Item 2: Weeds growing from the gutters on the house.

Etc. . .

Include this paragraph if County Clean-up is soon

Please note the enclosed flyer for the Campbell County is holding (Fall/Spring) Clean-up event on (Month day) through the (day). These events are good opportunities to dispose of items outside of your normal trash pickup.

I have attached excerpts from several County reference documents that may be useful to you. **Failure to address the conditions noted above can result in a Notice of Violation and subject to a citation with fines and/or fees.**

We will be conducting follow-up visit to the site after (Month day), 2022.

I can be reached at blight@campbellcountyky.org or by calling 859-547-1866, Monday through Friday 8:30 am to 4:30 pm should you wish discuss the details of this complaint and the remediation steps needed.

Thank you for your timely compliance

**INTERNATIONAL PROPERTY MAINTENANCE CODE 2012 EDITION, ADOPTED
BY THE CAMPBELL COUNTY FISCAL COURT, JANUARY 22, 2014**

302.1 Sanitation.

All *exterior property* and *premises* shall be maintained in a clean, safe and sanitary condition. The *occupant* shall keep that part of the *exterior property* which such *occupant* occupies or controls in a clean and sanitary condition.

302.4 Weeds.

All *premises* and *exterior property* shall be maintained free from weeds or plant growth in excess of twelve (12) inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

302.7 Accessory Structures.

All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

302.8 Motor vehicles.

Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any *premises*, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an *approved* spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and *approved* for such purposes.

308.1 Accumulation of rubbish or garbage.

All *exterior property* and *premises*, and the interior of every structure, shall be free from any accumulation of *rubbish* or garbage.

**CAMPBELL COUNTY, KENTUCKY
CODE OF ORDINANCES**

SOLID WASTE STORAGE

§ 50.010 STORAGE CONTAINERS REQUIRED.

The occupant or owner of every dwelling unit and of every institutional, commercial or business, industrial or agricultural establishment producing solid waste within the limits of the County, shall provide sufficient and adequate containers for the storage of all solid waste except bulky rubbish and demolition and construction waste, to serve each such dwelling unit and/or establishment, and to maintain such solid waste containers at all times in good repair.

(Ord. O-15-91, passed 9-18-91) Penalty, see § 50.999

**§ 50.011 SOLID WASTE TO BE STORED IN A
MANNER PRESCRIBED BY ORDINANCE.**

The occupant or owner of every dwelling unit of every institutional, commercial, industrial, agricultural or business establishment shall place all solid waste to be collected in proper solid waste containers, except as otherwise provided herein, 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 not provide harborage to rodents and vermin and will not create a fire hazard.

(Ord. O-15-91, passed 9-18-91) Penalty, see § 50.99

§ 50.013 STANDARDS FOR COMMERCIAL STORAGE CONTAINERS.

Commercial solid waste shall be stored in solid waste containers as recommended by the Campbell County Solid Waste Management Director and having been approved by the Campbell County Fiscal Court or respective city legislative bodies provided such containers are consistent with this chapter and the adopted solid waste management plan. The containers shall be waterproof, leakproof and shall be covered at all times except when depositing waste therein or removing the contents thereof; and shall meet all requirements as set forth by § 50.080.

(Ord. O-15-91, passed 9-18-91) Penalty, see § 50.999

COLLECTION OF SOLID WASTE

§ 50.025 COUNTY RESPONSIBILITY DEFINED.

The County shall provide for the collection of solid waste as follows:

(A) The County may at its discretion provide for the collection of all residential solid waste in the County, provided, however, that the County may provide the collection service by contracting with a person, county, or city or a combination thereof, for the entire County or portions thereof, as deem to be in the best interests of the County.

(B) The County may, at its discretion, provide commercial solid waste collection services upon specific application of the owners or persons in charge thereof.

However, in the event that such application is not made or approved, it shall be the duty of such establishments to provide for collection of all solid waste produced upon any such premises.

(Ord. O-15-91, passed 9-18-91)

PUBLIC NUISANCES

§ 50.090 NOTIFICATION.

It shall be the duty of the court to serve or cause to be served upon the owner or occupant of any premises on which there is or maintained any nuisance in violation of this chapter, and to demand the abatement of the nuisance within five days.

(Ord. O-15-91, passed 9-18-91)

§ 50.091 NON-COMPLIANCE.

If the person so served does not abate the nuisance within five days, the County may proceed to abate such nuisance, keeping in account of the expense of abatement, and such abatement shall be charged and paid by such owner or occupant.

Whenever a bill for such charges remains unpaid for ten days after the nuisance has been abated, the County may file a statement of lien claim against the property.
(Ord. O-15-91, passed 9-18-91)

§ 50.999 PENALTY.

(A) Any person violating any of the provisions of this chapter, or any lawful rules or regulations promulgated pursuant thereto, shall be punished by a fine as per the following: §§ 50.010 through 50.015, \$25; §§ 50.025 through 50.29, \$25; § 50.040, \$100; §§ 50.050 and 50.051, \$1,000; §§ 50.060 through 50.070, \$500, provided that each days violation thereof shall be a separate offense for the purpose of calculating said fine. Violators of this chapter shall be issued violation letters by the Campbell County Fiscal Court designed whenever violation is found to exist.

(B) Any person who violates any provision of §§ 50.100 through 50.105 shall be fined not less than \$100 nor more than \$500 per occurrence and incarcerated in the county jail for a period not to exceed one year or both. Each day that such a violation occurs or continues to occur shall be considered a separate violation for which the violator shall be penalized under the provision of this section.

(Ord. O-15-91, passed 9-18-91; Am. Ord. O-16-95, passed 10-18-95)

§ 154.043 UNSIGHTLY OR UNSANITARY STORAGE.

No rubbish, salvage materials, junk or miscellaneous refuse shall be openly stored or kept in the open and no weeds shall be allowed to go uncut within any zones when the same may be construed to be a menace to public health and safety by the appropriate health department, or have a depressing influence upon property values in the neighborhood, in the opinion of the Zoning Administrator. Salvage and junkyards shall be adequately enclosed with a solid fence or wall, as regulated by §§ 154.165 through 154.172 and an approved permanent plating screen shall be required as regulated in § 154.052.

(Ord. O-11-82, passed 11-3-82)

**Administration
Court
Documents**

CITY OF FLORENCE, KENTUCKY
READING SUMMARY
ORDINANCE NO. 0-10-16

AN ORDINANCE RELATING TO THE CITY OF FLORENCE CODE ENFORCEMENT BOARD; AMENDING AND REPEALING EXISTING ORDINANCES TO CONFORM TO THE PROVISIONS OF HOUSE BILL 422 OF THE 2016 REGULAR SESSION OF THE GENERAL ASSEMBLY WHICH MADE EXTENSIVE CHANGES TO THE STATUTES AUTHORIZING AND GOVERNING CODE ENFORCEMENT BOARDS (ORDINANCES AMENDED ARE: 0-7-02, 0-11-03, 0-12-04, 0-6-05, 0-27-07, 0-19-11, 0-11-14, 0-22-14, 0-23-14. ORDINANCES REPEALED ARE: 0-27-04, 0-4-10 AND 0-2-14).

SUMMARY

The 2016 Regular Session of the General Assembly enacted House Bill 422 which made comprehensive revisions to the statutes authorizing and governing Code Enforcement Boards. This Ordinance amends Ordinance No. 0-7-02, which was the Ordinance by which the City originally established its Code Enforcement Board, together with other related Ordinances the provisions of which are enforced by the Board.

The Ordinance allows the Code Enforcement Board the option to assign a Hearing Officer to conduct proceedings and report findings and decisions to the Board.

The Ordinance provides for enforcement proceedings to be commenced by the issuance of a citation to a person believed to have committed a violation of an Ordinance assigned to the Code Enforcement Board for enforcement. The citation shall be issued to the violator by personal service, or by leaving a copy with a person eighteen (18) years of age or older on the premises, or by posting a copy on the premises and mailing a copy by regular mail to the owner of record of the property. The person to whom the citation is issued must respond within seven (7) days by paying the fine and remedying the violation, or by requesting a hearing. If the violator fails to so respond within seven (7) days, the citation shall become a final order and the violator shall be deemed to have waived the right to appeal.

If a hearing is requested, the matter shall be either heard by the Board or by a Hearing Officer and the decision from that hearing shall become a final order. Final Orders resulting from Hearings may be appealed to the District Court to be heard de novo. Such appeals shall be filed within 30 days of the issuance of the final order.

The City shall have a lien on the property of the person found guilty by final order. The lien shall be all civil fines assessed for the violation, together with all charges and fees incurred by the City in connection with enforcement of this Ordinance, including abatement costs.

The lien shall be recorded in the Office of the County Clerk and shall take precedence over all other liens except for state, school board and City taxes. The lien may be enforced by judicial proceedings including foreclosure.

In order to maintain the lien priority over previously filed liens, the City must create a notification system to provide lien holders and others notice of final orders. Individuals or entities who register with the City shall receive electronic notification of final orders. In addition, the City shall post summary notification of final orders at the public website.

This Ordinance also amends various Ordinances which are enforceable by the Code Enforcement Board to reference their relationship to this Ordinance.

Pursuant to KRS 83A.060(9)(c), Section XII of this Ordinance which imposes civil fines is set forth in full as follows:

SECTION XII

Ordinance Civil Fine Schedule. Violations of Ordinances that are enforced by the Board shall constitute a civil offense and pursuant to Section 2 (2)(b) of The Act shall be subject to the following schedule of civil fines:

a. A specific civil fine that will be imposed for each offense if the person who has committed the offense does not contest the citation as follows:

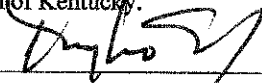
<u>Violation</u>	<u>1st Offense</u>	<u>2nd Offense</u>	<u>All Others</u>
Animal Control	\$25	\$50	\$100
Zoning	\$50	\$150	\$300
Nuisance	\$50	\$150	\$300
Property Maintenance Code Violations	\$50	\$150	\$300
Parking	\$30	\$30	\$30
Occupational License	\$50	\$150	\$300
Life Safety Code Violations	\$50	\$150	\$300
Fire Prevention Code Violations	\$50	\$150	\$300
Chronic Nuisance Property	\$500	\$500	\$500
Special Events Policy	\$500	\$500	\$500
Other	\$50	\$150	\$300

b. A maximum civil fine that may be imposed for each offense if the citation is contested under subsection (6) of Section 7 of The Act, as follows:

<u>Violation</u>	<u>1st Offense</u>	<u>2nd Offense</u>	<u>All Others</u>
Animal Control	\$100	\$100	\$100
Zoning	\$500	\$1000	\$75-\$2000
Nuisance	\$500	\$1000	\$2000
Property Maintenance Code Violations	\$500	\$1000	\$2000
Parking	\$100	\$200	\$500
Occupational License	\$500	\$1000	\$2000
Life Safety Code Violations	\$1000	\$1500	\$2000
Fire Prevention Code Violations	\$1000	\$1500	\$2000
Chronic Nuisance Property	\$5000	\$5000	\$5000
Special Events Policy	\$5000	\$5000	\$5000
Other	\$500	\$1000	\$2000

CERTIFICATION

I hereby certify that the foregoing is a summary of the contents of the Ordinance titled above and that it was prepared by me this 17th day of June, 2016, and I am an attorney licensed to practice law in the Commonwealth of Kentucky.



HUGH O. SKEES, KBA#64730
SKEES, WILSON & NIENABER, PLLC
7699 Ewing Blvd., P.O. Box 756
Florence, KY 41022-0756
Phone: (859) 371-7407/Fax: (859) 371-9872

ORDINANCE NO. 0-10-16

AN ORDINANCE RELATING TO THE CITY OF FLORENCE CODE ENFORCEMENT BOARD; AMENDING AND REPEALING EXISTING ORDINANCES TO CONFORM TO THE PROVISIONS OF HOUSE BILL 422 OF THE 2016 REGULAR SESSION OF THE GENERAL ASSEMBLY WHICH MADE EXTENSIVE CHANGES TO THE STATUTES AUTHORIZING AND GOVERNING CODE ENFORCEMENT BOARDS (ORDINANCES AMENDED ARE: 0-7-02, 0-11-03, 0-12-04, 0-6-05, 0-27-07, 0-19-11, 0-11-14, 0-22-14, 0-23-14. ORDINANCES REPEALED ARE: 0-27-04, 0-4-10 AND 0-2-14).

WHEREAS, the 2016 Regular Session of the General Assembly enacted House Bill 422 which made comprehensive revisions to KRS 65.8801 to 65.8839 which are the state statutes authorizing and governing code enforcement boards; and

WHEREAS, the City of Florence established a Code Enforcement Board by Ordinance No. 0-7-02 and desires to continue that Board with the changes included in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF FLORENCE, KENTUCKY, AS FOLLOWS:

SECTION A

That Ordinance No. 0-7-02 is hereby amended to read as follows:

SECTION I

Definitions:

The following words, terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

"The Act" shall mean House Bill 422 of the 2016 Regular Session of the General Assembly.

"The City" shall mean the City of Florence, Kentucky.

"Code Enforcement Board" shall mean an administrative body created and acting under the authority of KRS 65.8801 to 65.8839 the Local Government Code Enforcement Board Act.

"Code Enforcement Officer" shall mean a City police officer, Fire/EMS Chief, Fire/EMS Assistant Chief, Public Services Director, Public Services Code Enforcement Administrator, Officer, Public Services Superintendent Project Manager, Occupational License Enforcement Officer, Finance Director, Tax Unit Supervisor, Finance Supervisor, Fire Marshal, City Zoning Administrator or other public law enforcement officer with the authority to issue a citation, and designee(s) of the aforementioned officials.

"Ordinance" shall mean an official action of the City Council of the City of Florence, Kentucky, which is a regulation of a general and permanent nature and enforceable as a local law and shall include any provision of the Code of Ordinances adopted by the City Council which embodies all or part of an Ordinance.

"Imminent danger" means a condition which is likely to cause serious or life-threatening injury or death at any time.

"Abatement costs" means a City's necessary and reasonable costs for and associated with clearing, preventing unauthorized entry to, or demolishing all or a portion of a structure or premises, or taking any other action with regard to a structure or premises necessary to remedy a violation and to maintain and preserve the public health, safety, and welfare in accordance with any City ordinance.

“Final order” means any order:

- (a) Issued by the code enforcement board in accordance with subsection (4) or (6) of Section 8 of The Act;
- (b) Issued by an assigned hearing officer in accordance with subsection (7) of Section 5 of The Act and that is not appealed to the code enforcement board as provided in subsection (6) of Section 8 of The Act.
- (c) Created because a violator neither paid nor contested the citation within seven (7) days as provided in subsection (6) of Section 7 of The Act;
- (d) Created because of a failure of a violator to appear at a hearing the violator requested to contest the citation as provided in subsection (1) of Section 8 of The Act.

“Owner” means a person, association, corporation, partnership, or other legal entity having a legal or equitable title in real property.

“Premises” means a lot, plot, or parcel of land, including any structures upon it.

SECTION II

Creation and Membership:

There is hereby created pursuant to KRS 65.8801 to 65.8839 within the City, a Code Enforcement Board (the “Board”) which shall be composed of five (5) members, all of whom shall be residents of the City for a period of at least one (1) year prior to the date of the members appointment and shall reside there throughout the term in office.

SECTION III

Jurisdiction:

- a. The Board shall have jurisdiction to enforce and shall enforce those City Ordinances and code provisions which specifically provide for civil enforcement including, but not limited to any zoning or nuisance ordinance.
- b. The Board shall not have the authority to enforce any ordinance the violation of which constitutes a criminal offense under the provisions of the Kentucky Revised Statutes, including specifically, any provision of the Kentucky Penal Code and any moving motor vehicle offense.

SECTION IV

Appointment of Members; Term of Office; Removal from Office; Oath and Compensation:

- a. Members of the Board shall be appointed by the Mayor of the City, subject to the approval of City Council.
- b. The initial appointment to the Board shall be as follows:
 - 1. One (1) member appointed to a term of one (1) year.
 - 2. Two (2) members appointed to a term of two (2) years each.
 - 3. Two (2) members appointed to a term of three (3) years each.

All subsequent appointments shall be for a term of three (3) years. A member may be reappointed, subject to the approval of the legislative body.

c. Any vacancy on the Board shall be filled by the Mayor, subject to approval of Council within sixty (60) days of the vacancy. If the vacancy is not filled within that time period, the remaining members shall fill the vacancy.

d. A Board member may be removed from office by the Mayor for misconduct, inefficiency or wilful neglect of duty. The Mayor shall submit a written statement to the member and the City Council setting forth the reasons for removal.

e. All members of the Board must, before entering upon the duties of their office, take the oath of office prescribed by Section 228 of the Kentucky Constitution.

f. Members of the Board shall be reimbursed for actual expenses and compensated in the amount of ~~\$25.00~~ \$50.00 per meeting.

g. No member of the Board may hold any elected or non-elected office, paid or unpaid, or any position of employment with the City.

SECTION V

Organization of Board; Meetings; Quorum and Alternate Board Members:

a. The Board shall annually elect a Chairman from among its members. The Chairman shall be the presiding officer and a full voting member of the Board.

b. Regular meetings of the Board shall be held as directed by the Chairman and shall be held in accordance with the requirements of KRS 65.8815(5) and the Kentucky Open Meetings Act.

c. Meetings other than those regularly scheduled shall be special meetings and shall be held in accordance with the requirements of the Kentucky Open Meetings Act.

d. The affirmative vote of a majority of a quorum of the Board shall be necessary for any official action to be taken.

e. Minutes shall be kept for all proceedings of the Board and the vote of each member on any issue decided by the Board shall be recorded in the minutes.

SECTION VI

Conflicts of Interest:

Any member of the Board who has any direct or indirect financial or personal interest in any matter to be decided shall disclose the nature of the interest and shall be disqualified from voting on the matter, and shall not be counted for purposes of establishing a quorum.

SECTION VII

Powers of the Board:

The Board shall have the following powers and duties:

a. To adopt rules and regulations to govern its operations and the conduct of its hearings.

b. To conduct hearings to determine if there has been a violation of an Ordinance over which it has jurisdiction.

c. To subpoena alleged violators, witnesses and evidence to its hearings. Subpoenas issued by the Board or an assigned hearing officer, may be served by any Code Enforcement Officer.

d. To take testimony under oath. The Chairman shall have the authority to administer oaths for the purpose of taking testimony.

e. To make findings of fact and issue orders necessary to remedy any violation of a City Ordinance or Code provision which the Board is authorized to enforce.

f. To issue remedial orders and impose civil fines, as authorized, against any person who is found to have violated an Ordinance over which the Board has jurisdiction.

g. To make any recommendations to City Council deemed necessary by the Board.

SECTION VIII

"Hearing Officer":

- (1) The board may assign a hearing officer to conduct hearings in accordance with the procedures set forth in Section 8 of The Act.
- (2)
 - (a) Any member of the code enforcement board, including the chair, may be assigned as a hearing officer.
 - (b) An individual that is not a member of the code enforcement board may be assigned by the code enforcement board as a hearing officer as long as the individual does not hold any elected or appointed office or position of employment with a unit of the City.
- (3) Any person assigned to be a hearing officer by a code enforcement board shall have experience or shall have received training in the code enforcement process and basic procedural due process, as specified in the ordinance creating the code enforcement board. The experience or training shall include, at a minimum, acquired knowledge regarding a party's fundamental due process right to:
 - (a) Be accompanied and advised by counsel at the hearing;
 - (b) Present evidence and witnesses on his or her behalf at the hearings;
 - (c) Examine the evidence opposing the party; and
 - (d) Confront and cross-examine the witnesses opposing the party.
- (4) An assigned hearing officer may administer oaths to witnesses prior to their testimony and subpoena alleged violators, witnesses, and evidence to the hearing to which the officer is assigned.
- (5) Any hearing conducted by a hearing officer under this section shall conform to the procedural requirements of subsections (1) to (5) of Section 8 of The Act.
- (6)
 - (a) The hearing officer shall make written findings of fact and conclusions of law, and enter final orders consistent with the authority granted to the code enforcement board under subsection (4) of Section 8 of The Act.
 - (b) The findings of fact, conclusions of law, and final order shall be forwarded within twenty-four (24) hours of entry to the alleged violator in the manner required by subsection (5) of Section 8 of The Act and to the code enforcement board.

1. A final order issued by a hearing officer under this subsection may be appealed by the alleged violator to the code enforcement board. The appeal shall be filed in writing to the code enforcement board within seven (7) days of the receipt of the final order. The failure to file an appeal within seven (7) days shall render the order entered by the hearing officer final for all purposes and an individual receiving a final order under this subparagraphs shall be required to exhaust the administrative remedy of appeal to the code enforcement board before appealing to District Court as authorized under Section 9 of The Act.

SECTION IX

Enforcement Proceedings:

The following requirements shall govern all enforcement proceedings before the Board:

a. Enforcement proceedings before the Board or hearing officer shall only be initiated by the issuance of a citation by a code enforcement officer.

b. When a code enforcement officer, based upon personal observation or investigation, has reasonable cause to believe that a person has committed a violation of an ordinance, the officer is authorized to issue a citation to the offender. A code enforcement officer may, in lieu of issuing a citation, give a Notice of Violation, which shall serve to notify the violator to remedy the violation within the time specified. If the offender fails or refuses to remedy the violation within the time specified, the code enforcement officer is authorized to issue a citation.

c. Issuance of a citation shall be by:

- (1) Personal service to the alleged violator;
- (2) Leaving a copy of the citation with any person eighteen (18) years of age or older who is on the premises, if the alleged violator is not on the premises at the time the citation was issued; or
- (3) Posting a copy of the citation in a conspicuous place on the premises and mailing a copy of the citation by regular, first-class mail of the United States Postal Service to the owner of record of the property if no one is on the premises at the time the citation is issued.

c.d. Nothing in this ordinance shall prevent a Florence code enforcement officer, as defined in Section I herein, from taking immediate action to remedy a violation of its ordinances or codes when there is reason to believe that the violation constitutes a public nuisance or a threat to the public health, safety or welfare, or if in the absence of immediate action, the effects of the violation will be irreparable or irreversible. A citation may also be issued for the violation.

c.e. The citation issued by the code enforcement officer shall contain the following information:

1. The date and time of the issuance;
2. The name and address of the person to whom the citation is issued;
3. The date and time the offense was committed or discovered;
4. Brief facts constituting the offense;
5. The section of the code or the ordinance number violated;
6. The name of the code enforcement officer;
7. The civil fine that may be imposed for the violation if the person does not contest the citation;

8. The maximum civil fine that may be imposed if the person elects to contest the citation;
9. The procedure for the person to follow in order to pay the civil fine or to contest the citation; and
10. A statement that if the person fails to pay the civil fine set forth in the citation or contest the citation, within the time allowed, the person shall be deemed to have waived the right to a hearing before the Board or hearing officer and the alleged violator shall be deemed to have waived the right to appeal the final order of the District Court. to contest the citation and that the determination that the violation was committed shall be final.

e.f. After issuing a citation to an alleged violator, the code enforcement officer shall notify the Board by delivering a copy of the citation to the City Clerk. The code enforcement officer, hearing officer, or code enforcement board may also elect to provide notice of the issuance of the citation to any lienholder with an interest in the subject premises.

f.g. The person to whom the citation is issued shall respond to the citation within seven days of the date of issuance by either paying the civil fine and remedying the violation or requesting, in writing, a hearing ~~before the Board~~ to contest a citation. The request for a hearing shall be delivered to the City Clerk. The request shall include the name and address of the person requesting the hearing. If the person fails to respond to the citation within seven calendar days ~~by payment and remedial action if necessary,~~ the person shall be deemed to have waived the right to a hearing and any determination that a violation was committed shall be considered final. In the event a violator is issued a citation and neither pays the civil fine or remedies the violation, the Board may enter a Judgment by default. In the this event, the citation, as issued, shall be deemed a final order determining that the violation was committed and imposing the civil fine set forth in the citation, and the alleged violator shall be deemed to have waived the right to appeal the final order to District Court. Notice of the final order shall be provided to the cited violator in the manner set forth in subsection (5) of Section 8 of The Act. ~~a violator is issued a citation and neither pays the civil fine or remedies the violation, the Board may enter a judgment by default.~~

h. Citations shall be substantially in the form of Exhibit A hereto.

SECTION X

Hearing, Notice, and Final Order:

- a. When a hearing has been requested, the Board shall schedule a hearing.
- b. Not less than seven (7) calendar days before the date of the hearing, the Board shall notify the requester of the date, time and place of the hearing. The notice may be given by regular first class mail, certified mail, return receipt requested; by personal delivery; or, by leaving the notice at the person's usual place of residence with any individual residing therein who is 18 years of age or older and who is informed of the contents of the notice. The board may also elect to provide notice of hearing to any lienholders with an interest in the subject premises.
- c. Any person requesting a hearing before the Board who fails to appear at the time and place set for the hearing shall be deemed to have waived the right to a hearing to contest the citation and the determination that a violation was committed shall be final. ~~The Board may enter~~ in this event, the citation, as issued, shall be deemed a final order determining the violation was committed and impose the civil fine set forth in the citation and the alleged violator shall be deemed to have waived the right to appeal the final order to District Court. Notice of the final order shall be provided to the cited violator in the manner set forth in subsection (5) of Section 8 of The Act. ~~s authorized. A copy of the final order shall be served upon the person guilty of the violation.~~
- d. Each case that is the subject of a hearing may be presented by an attorney selected by the City or by a member of the administrative staff of the City. An attorney may either

be counsel to the code enforcement board or may represent the City by presenting cases at the hearing, but in no case shall an attorney serve in both capacities.

d.e. All testimony shall be taken under oath and recorded. Testimony shall be taken from the Code Enforcement Officer, the alleged violator, and any witnesses to the violation offered by the Code Enforcement Officer or alleged violator. Formal rules of evidence shall not apply but fundamental due process shall be observed and shall govern the proceedings.

e. f. If the Board conducts the hearing, or upon the receipt of recommendations of a hearing officer pursuant to subsection (6) of Section 5 of The Act, then the Board shall determine. The Board shall, based on the evidence, whether a violation was committed. If it determines that no violation was committed, an order dismissing the citation shall be entered. When the Board determines that a violation has been committed, the Board may issue an order upholding the citation and may order the offender to do either or both of the following:

(1) Pay a civil fine in an amount up to the maximum authorized by ordinance; or

(2) Remedy a continuing violation within a specified time to avoid the imposition of a fine as authorized by ordinance. If it determines that a violation was committed, an order shall be issued upholding the citation and either imposing a fine up to the maximum authorized by this or other Ordinance or requiring the offender to remedy a continuing violation, or both.

f. g. Every final order following a hearing of the Board shall be reduced to writing which shall include the date the order was issued. A copy shall be furnished to the person named in the citation. If the person named in the citation is not present when the final order is issued, the order shall be delivered to that person by regular first-class mail; certified mail, return receipt requested; by personal delivery; or by leaving a copy of the order at that person's usual place of residence with any individual residing therein who is eighteen (18) years of age or older and who is informed of the contents of the order, in accordance with the procedures set forth in Subsection b above.

h. If the Board is reviewing a final order entered by a hearing officer on appeal as authorized by subsection (7) of Section 5 of The Act, the Board shall review the record created before the hearing officer and determine whether there is substantial evidence on the record to support a finding by the hearing officer that a violation was committed. If the Board determines that there is not substantial evidence on the record, it shall issue an order dismissing the citation. If the Board determines that there is substantial evidence on the record that a violation was committed, it shall issue a final order upholding the order entered by the hearing officer. The provisions of subsections (a) and (f) of this section shall apply to any appeal hearing conducted pursuant to this subsection.

SECTION XI

Appeals: Final Judgment:

a. An appeal from any final order of the Board may be made to the Boone County District Court within 30 days of the date the order is issued. The appeal shall be initiated by the filing of a complaint and a copy of the Board's final order in the same manner as any civil action under the Kentucky Rules of Civil Procedure. The District Court shall review the final order de novo.

b. A judgment of the District Court may be appealed to the Circuit Court in accordance with the Rules of Civil Procedure.

b. c. If no appeal from a final order of the Board is filed within the time period set forth in subsection "a" above, the Board's order shall be final.

SECTION XII

Ordinance Civil Fine Schedule. Violations of Ordinances that are enforced by the City Board shall constitute a civil offense and pursuant to Section 2 (2)(b) of The Act shall be subject to the following schedule of civil fines:

a. A specific civil fine that will be imposed for each offense if the person who has committed the offense does not contest the citation as follows: If a citation for a violation of an Ordinance is not contested by the person charged with the violation, the penalties set forth in this Subsection shall apply, however, the Board may waive all or any portion of a penalty for an uncontested violation, if in its discretion the Board determines that such waiver will promote compliance with the Ordinance in issue:

<u>Violation</u>	<u>Penalty</u> <u>1st Offense</u>	<u>2nd Offense</u>	<u>All Others</u>
<u>Animal Control</u>	<u>\$25</u>	<u>\$50</u>	<u>\$100</u>
<u>Zoning</u>	<u>\$25</u> <u>\$50</u>	<u>\$150</u>	<u>\$300</u>
<u>Nuisance</u>	<u>\$25</u> <u>\$50</u>	<u>\$150</u>	<u>\$300</u>
<u>Property Maintenance Code Violations</u>	<u>\$25</u> <u>\$50</u>	<u>\$150</u>	<u>\$300</u>
<u>Parking</u>	<u>\$30</u> <u>\$30</u>	<u>\$30</u>	<u>\$30</u>
<u>Occupational License</u>	<u>\$50</u> <u>\$50</u>	<u>\$150</u>	<u>\$300</u>
<u>Life Safety Code Violations</u>	<u>\$50</u> <u>\$50</u>	<u>\$150</u>	<u>\$300</u>
<u>Fire Prevention Code Violations</u>	<u>\$50</u> <u>\$50</u>	<u>\$150</u>	<u>\$300</u>
<u>Chronic Nuisance Property</u>	<u>\$500</u>	<u>\$500</u>	<u>\$500</u>
<u>Special Events Policy</u>	<u>\$500</u>	<u>\$500</u>	<u>\$500</u>
<u>Other</u>	<u>\$25</u> <u>\$50</u>	<u>\$150</u>	<u>\$300</u>

b. A maximum civil fine that may be imposed for each offense if the citation is contested under subsection (6) of Section 7 of The Act, as follows: If a citation is contested and a hearing before the Board is required, the following penalties may be imposed at the discretion of the Board; however, the Board may waive all or any portion of a penalty if it determines such waiver will promote compliance with the Ordinance in issue:

<u>Violation</u>	<u>1st Offense</u>	<u>2nd Offense</u>	<u>All Others</u>
Animal Control	\$100	\$100	\$100
Zoning	\$25-\$500	\$50-\$1000	\$75-\$2000
Nuisance	\$25-\$500	\$50-\$1000	\$75-\$2000
Property Maintenance Code Violations	\$25-\$500	\$50-\$1000	\$75-\$2000
Parking	\$30-\$100	\$50-\$200	\$75-\$500
Occupational License	\$50-\$500	\$100-\$1000	\$200-\$2000
Life Safety Code Violations	\$50-\$1000	\$100-\$1500	\$200-\$2000
Fire Prevention Code Violations	\$50-\$1000	\$100-\$1500	\$200-\$2000
<u>Chronic Nuisance Property</u>	<u>\$5000</u>	<u>\$5000</u>	<u>\$5000</u>
<u>Special Events Policy</u>	<u>\$5000</u>	<u>\$5000</u>	<u>\$5000</u>
Other	\$25-\$500	\$50-\$1000	\$75-\$2000

SECTION XIII

Liens: Fines: Charges and Fees:

a. ~~The City of Florence shall, in accordance with KRS 65.8835, possess a lien on property owned by any person found by a final, nonappealable final order as defined by subsection (8) of Section 1 of The Act, of the Board or by a final judgment of a court of law if the Board's decision has been appealed, to have committed a violation of a City ordinance. The lien shall be for all civil fines assessed for the violation and for all charges and fees incurred by the City in connection with the enforcement of the ordinance, including abatement costs. An affidavit of the code enforcement officer shall constitute prima facie evidence of the amount of the lien and the regularity of the proceedings pursuant to KRS 65.8801 to 65.8839, or all fines assessed for the violation, for all charges and fees incurred by the City of Florence in connection with the enforcement thereof.~~

b. The lien ~~shall~~ may be recorded in the office of the county clerk. The lien shall be notice to all persons from the time of its recording and shall bear interest at the legal rate until paid.

c. The lien shall take precedence over all other subsequent liens, except state, court, school board and city taxes, and may be enforced by judicial proceedings, including an action to foreclose.

d. Shall continue for ten (10) years following the date of the nonappealable final order, or final judgment of the court.

e. In addition to the remedy prescribed in Subsection a, the person found to have committed the violation shall be personally responsible for the amount of the lien, including all civil fines assessed for the violation and for all charges, fees and abatement costs incurred by the City in connection with the enforcement of the ordinance. ~~all fines assessed for the violation and for all charges and fees incurred by the City in connection with the enforcement of the Ordinance.~~ The City may bring a civil action against the person and shall have the same remedies as provided for the recovery of a debt.

f. Nothing in this section shall otherwise affect the rights or obligations between the owner of the property and those persons who claim a security interest in the property.

SECTION B

(1) The City shall implement a system for notification to lienholders that meets the minimum requirements of subsection (2) of this section and shall comply with the procedures to permit remedial action by lienholders as provided in subsection (3) of this section in order to obtain and maintain the lien priority over previously filed liens granted in Section 10 of The Act.

(2) The City shall create a notification system that provides lienholders and others that elect to do so with electronic notifications of all final orders entered pursuant to KRS 65.8801 to 65.8839. The system shall meet the following minimum requirements:

(a) An individual or entity may register with the City to receive information on each final order by providing a name, mailing address, phone number, and an electronic mailing address to the City. The City shall accept this information in any form submitted by a registrant. It shall be the responsibility of the registrant to maintain and update its contact information with the City, except that the City shall inform a registrant of any evidence the City receives that the electronic mailing address is invalid or not functional in order to provide the registrant an opportunity to submit an updated electronic mailing address:

(b) No less than once a month but no more frequently than once per week, the City shall send electronic mail notification of all final orders issued pursuant to the provisions of KRS 65.8801 to 65.8839 since the last date of notification to each party registered pursuant to paragraph (a) of this subsection. The notification shall, at a minimum, include or provide an electronic link to a document or database meeting the requirements of this paragraph that includes:

1. The name of the person charged with a violation;
2. The physical address of the premises where the violation occurred;
3. The last known mailing address for the owner of the premises where the violation occurred;
4. A specific description of the citation leading to the final order, including the citation detail set forth in paragraphs (a) to (h) of subsection (4) of Section 7 of The Act, which may be satisfied by including a copy of the full citation;
5. The findings of the final order, including the penalty or penalties imposed by the final order, which may be satisfied by providing a copy of the full final order; and
6. The status of the final order in regards to its ability to be appealed pursuant to Section 9 of The Act, except that the City shall provide an update to registrants if an appeal is filed on a final order pursuant to Section 9 of this Act.

(c) The City shall post the notification required under paragraph (b) of this subsection or provide a summary of the information regarding each final order required by paragraph (b) of this subsection in a conspicuous place on its public Web site, which shall be affiliated with the City and contain other information about the City within ten (10) days of the issuance of the final order. If the City posts using summary form:

1. The summary shall be calculated to reasonably allow identification of the specific properties which may be impacted by the lien.
 2. Upon request, the City shall provide the complete record of a final order created under paragraph (b) of this section without charge; and
- (d) The City shall maintain the records created under this subsection for a period of ten (10) years following their issuance.
- (3) (a) A lienholder of record may, within forty-five (45) days from the date of issuance of notification under subsection (2) of this section, correct the violation if it has not already been abated, or elect to pay all civil fines assessed for the violation and all charges and fees incurred by the City in connection with the enforcement of the ordinance, including abatement costs. This subsection shall not prohibit the City from taking immediate action if necessitated under Section 12 of The Act.
- (b) The lien provided by Section 10 of The Act shall not take precedence over previously recorded liens if:
1. The City failed to comply with the requirements of subsection (2) of this section for notification of the final order; or
 2. A prior lienholder corrected the violation or paid all civil fines assessed for the violation and all charges and fees incurred by the City in connection with the enforcement of the ordinance, including abatement costs within forty-five (45) days as provided in paragraph (1) of this subsection.
- (c) A lien that does not take precedence over previously recorded liens under the circumstances outlined in paragraph (b) of this subsection, shall, if the final order remains partially unsatisfied, take precedence over all other subsequent liens except liens for state, county, school board and city taxes.
- (d) Nothing contained in this subsection shall prohibit the City from recording a lien before the forty-five (45) day period established in paragraph (a) of this subsection expires. If the lien is fully satisfied prior to the expiration of the forty-five (45) day period established in paragraph (a) of this subsection, the City shall release the lien in the county clerk's office where the lien is recorded within fifteen (15) days of satisfaction.

SECTION C

Nothing contained in KRS 65.8801 to 65.8839 shall prohibit a City from taking immediate action to remedy a violation of its ordinances when there is reason to believe that the existence of the violation presents imminent danger, a serious threat to the public health, safety, and welfare, or if in the absence of immediate action, the effects of the violation will be irreparable or irreversible.

SECTION XIV

State Statutes Adopted by Reference:

All of the terms, conditions and procedures of ~~The Act~~ KRS §§ 65.8801 to 65.8839 relating to the organization and powers of the Board, enforcement, procedure, appeals and other

matters are hereby adopted by the City of Florence and incorporated herein by reference as if fully rewritten.

SECTION D

That Sections II and III of Ordinance No. 0-6-05 are hereby amended to read as follows:

SECTION II

All violations of the Policy are designed as civil offenses and enforcement jurisdiction for the Policy is hereby conferred on the City of Florence Code Enforcement Board under the provisions of Ordinance No. ~~0-7-02~~ 0-10-16.

SECTION III

That penalties for violations of the Policy are as set out in Section XII, Ordinance Civil Fines Schedule, of Ordinance No. ~~0-7-02~~ 0-10-16, which is incorporated herein by reference.

SECTION E

That subsections D and E of Section X of Ordinance No. 0-19-11 are hereby amended to read as follows:

D. Any person violating Subsections J-N of Section V of this ordinance which are hereby deemed civil offenses shall ~~be subject to the penalties set out in Section XII of Ordinance No. 0-10-16 which is incorporated herein by reference, on the first offense be fined not less than \$25 nor more than \$100, on the second or subsequent offense shall be fined not less than \$50 nor more than \$100.~~

E. Any owner who violates Section VI, A, C, or D of this ordinance which are hereby deemed civil offenses ~~be subject to the penalties set out in Section XII of Ordinance No. 0-10-16 which is incorporated herein by reference, on the first offense be fined not less than \$50 nor more than \$100~~ and be required to reimburse the county for all reasonable expenses incurred in capturing, impounding, boarding, and providing necessary medical services.

SECTION F

That Section VI of Ordinance No. 0-11-03 is hereby amended to read as follows:

SECTION VI - AMENDMENTS TO SECTION 106

Subsection 106.2 is hereby amended as follows:

106.2 Violations designated as civil offenses. All violations of this Code are designated as civil offenses and enforced by imposing civil fines as set out in Ordinance ~~0-7-02~~ 0-10-16. The City of Florence Code Enforcement Board shall have the power to issue remedial orders and impose civil fines to enforce this Code.

SECTION G

That Sections F and G of Ordinance No. 0-22-14 are hereby amended to read as follows:

SECTION F - VIOLATIONS DESIGNATED AS CIVIL OFFENSE

All violations of this Code are designated as civil offenses and enforced by imposing civil fines set out in Ordinance No. 0-10-16 ~~0-7-02~~. The City of Florence Code Enforcement Board shall have the power to issue remedial orders and impose civil fines to enforce this Code.

SECTION G - APPLICATION FOR APPEAL

(A) Any person directly affected by a decision of the Code Official, or Notice, or Order issued under this Code shall have the right to appeal to the City of Florence Code Enforcement Board, provided that a written application for appeal is filed with the City Clerk within 7 days after the date the Decision, Notice, or Order was served. An application for appeal shall include a request for hearing as described in Ordinance No. ~~0-10-16 0-7-02, Section VIII(F)~~. An application for appeal shall be based on claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, the requirements of this Code are adequately satisfied by other means, or that the strict application of any requirement of this Code would cause an undue hardship.

(B) Appeal Procedure:

Appeals under this section shall be heard by the Board following the procedure for hearing set forth in Ordinance No. ~~0-10-16 0-7-02~~. At the conclusion of each hearing, the Board shall issue a finding granting or denying the appeal and such other remedy or penalty orders as are necessary to enforce the provisions of this Code.

SECTION H

That Sections C and D of Ordinance No. 0-23-14 are hereby amended to read as follows:

SECTION C - VIOLATIONS DESIGNATED AS CIVIL OFFENSES

All violations of this Code are designated as civil offenses and enforced by imposing civil fines as set out in Ordinance No. ~~0-10-16 0-7-02~~. The City of Florence Code Enforcement Board shall have the power to issue remedial orders and impose civil fines to enforce this Code.

SECTION D - APPLICATION FOR APPEAL

(A) Any person directly affected by a decision of the Code Official, or Notice, or Order issued under this Code shall have the right to appeal to the City of Florence Code Enforcement Board, provided that a written application for appeal is filed with the City Clerk within 7 days after the date the Decision, Notice, or Order was served. An application for appeal shall include a request for hearing as described in Ordinance No. ~~0-10-16 0-7-02, Section VIII(F)~~. An application for appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, the requirements of this Code are adequately satisfied by other means, or that the strict application of any requirement of this Code would cause an undue hardship.

(B) Appeal Procedure:

Appeals under this section shall be heard by the Board following the procedure for hearing set forth in Ordinance No. ~~0-10-16 0-7-02~~. At the conclusion of such hearing, the Board shall issue a finding granting or denying the appeal and such other remedy or penalty orders as are necessary to enforce the provisions of this Code.

SECTION I

That Section 26 of Ordinance No. 0-11-14 is hereby amended to read as follows:

SECTION 26

Enforcement through Code Enforcement Board - Civil Fine and Lien

The provisions of this Ordinance may be enforced by the City of Florence Code Enforcement Board following the procedures set forth in Ordinance No. ~~0-10-16 0-7-02~~. All violations of jurisdiction of such offenses is specifically assigned to the Florence Code Enforcement Board. Proceedings against any person violating any of the provisions of this Ordinance may be initiated by the issuance of a citation to the Code Enforcement Board and the Board may issue remedial orders, impose civil fines, order the filing of liens and exercise authority with respect to

such violations as set out in Ordinance No. ~~0-10-16 0-7-02~~ and pursuant to the "Local Government Code Enforcement Board Act" (KRS 65.8801-65.8839).

SECTION J

That Section I of Ordinance No. 0-12-04 is hereby amended to read as follows:

SECTION I

The City of Florence, Kentucky hereby enacts the following parking regulations and, pursuant to KRS 65.8808 TO 65.8831 and Ordinance No. ~~0-10-16 0-7-02~~ elects to have violations of said regulations enforced as civil violations pursuant to the procedures set forth in said statutes and ordinance.

SECTION K

That Section XVI of Ordinance No. 0-27-07 is hereby amended to read as follows:

SECTION XVI

That Section IV of Ordinance No. 67 as re-adopted by Ordinance No. 0-17-82 and amended by Section A of Ordinance No. 0-14-83 as amended by Section Three of Ordinance No. 0-32-94 is hereby amended as follows:

SECTION IV

Every Business Entity in any trade, occupation, employment, business or profession (which terms are hereinafter collectively called "business") hereinafter specified, shall be required to obtain the occupational license and pay a license tax therefor herein provided, prior to beginning to engage in the business and thereafter, on or before the fifteenth day of the fourth month following the end of the Taxable year of the Business entity.

All licenses issued under the provision of this Ordinance shall have the license year for which they are issued written on the face of same in large figures, and it shall be the duty of each person to whom a license is issued to keep the same posted in a conspicuous place in his place of business, where the same will be at all times exposed to the public view.

No license issued under the provisions of this Ordinance shall authorize any person to engage in any business, other than the one for which same was issued, unless transferred by the City Clerk as hereinafter provided.

Provided, however, that where, under any Ordinance, statute or law, a special form of application is required or bond demanded prior to entering into any business for which a license is applied for under the provisions of this Ordinance, the City Clerk shall not issue the license hereunder until such special application has been made or such bond properly executed.

Full-time students who are self-employed and under the age of twenty-two years may obtain an exemption from the occupational license requirement of this Ordinance by making application to the City Clerk and obtaining a statement of exemption.

Violations of the provisions of this Section are hereby designated as civil offenses enforceable by the City of Florence Code Enforcement Board under the provisions of Ordinance No. 0-10-16, including civil fines under the provision of Section XII of that Ordinance.

SECTION L

ZONING:

Violations of all City of Florence Zoning Ordinances, including texts, subdivision regulations, plats, conditions of rezoning approvals are hereby designated as civil offenses enforceable by the City of Florence Code Enforcement Board under the provisions of this Ordinance and subject to the fines set out in Section XII of this Ordinance.

SECTION M

CURRENT CODE ENFORCEMENT BOARD TO CONTINUE:

It is the intent of this Ordinance that the current Code Enforcement Board established pursuant to Ordinance No. 0-7-02 shall continue, subject to the terms of this Ordinance. The members of the current Board who have been duly appointed and qualified shall continue in office for the remainder of their existing terms.

SECTION N

Ordinances 0-2-14, 0-4-10 and 0-27-04 are hereby repealed.

SECTION O

Severability:

If any provision of this ordinance or related ordinance or statute or the application thereof is held invalid, such invalidity shall not affect other provisions of this ordinance.

SECTION P

The effective date of this Ordinance shall be July 15, 2016.

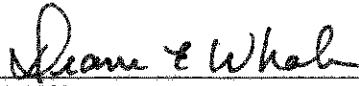
SECTION Q

This Ordinance shall be published in full.

PASSED AND APPROVED ON FIRST READING THIS 21st DAY OF June, 2016.

PASSED AND APPROVED ON SECOND READING AND PUBLICATION ORDERED THIS 28th DAY OF June, 2016.

APPROVED:


MAYOR

ATTEST:


CITY CLERK

UNIFORM CITATION



8100 Ewing Boulevard
Florence, KY 41042
859-371-5491
www.florence-ky.gov

CODE ENFORCEMENT BOARD

DEPARTMENT

CITATION NUMBER

LOCATION OF VIOLATION

DATE ISSUED

TIME ISSUED

NAME (L-F-M)

VIOLATION DATE

VIOLATION TIME

MAILING ADDRESS

CITY

STATE

ZIP

ORDINANCE NO.

VIOLATION TYPE

1

2

3

4

5

1

2

3

4

5

DESCRIPTION OF VIOLATION(S)

OFFICIAL'S SIGNATURE

OFFICIAL

PHONE #

CITATION SERVICE TYPE

Personal Service To Alleged Violator

Copy To Person 18+ Years Of Age

Posted On Premesis & Copy Mailed

CHECK BOX

SIGNATURE

Civil fine per violation if this citation is not contested:

Maximum civil fine that may be imposed per violation if this citation is contested:

This citation represents a determination that a violation has been committed. You must respond to this citation within seven (7) days of the date issued by either paying the civil fine set forth in the citation, or requesting, in writing, a hearing to contest the citation. If you fail to pay the civil fine set forth in the citation or contest the citation, within the time allowed, you are deemed to have waived the right to a hearing before the code enforcement board to contest the citation and the determination that a violation was committed shall be final, and you are also deemed to have waived the right to appeal the final order to Boone County District Court. This citation must accompany payment and should be paid in person or by mail to the City of Florence Finance Department, 8100 Ewing Boulevard, Florence, KY 41042. Office hours are 8:30 a.m.-5 p.m., Monday-Friday. Business phone (859) 647-5413.

CONTESTING THE CITATION

A written request for a hearing to contest the citation must be made within seven (7) days of the date issued. Such request for hearing shall be filed in the office of the Florence City Clerk, 8100 Ewing Boulevard, Florence, KY 41042. Office hours are 8:30 a.m.-5 p.m., Monday-Friday. Business phone (859) 647-8177. An appeal from the Code Enforcement Board's determination may be made to the Boone County District Court within thirty (30) days of the determination provided you did not fail to appear. Failure to appear waives the right to appeal the final order to Boone County District Court.

CHAPTER 41: CODE ENFORCEMENT BOARD

Section

- 41.01 Definitions
- 41.02 Creation and membership
- 41.03 Enforcement powers
- 41.04 Appointment of members; term of office; removal from office; oath; compensation; organization of board; meetings; quorum; conflict of interest; minutes and records
- 41.05 Powers of the Code Enforcement Board
- 41.06 Enforcement proceedings
- 41.07 Hearing; notice; and final order
- 41.08 Presentation of cases
- 41.09 Appeals; final judgment
- 41.10 Ordinance fine schedule
- 41.11 Lien; fines, charges and fees
- 41.12 Lienholder notification system
- 41.13 Liens
- 41.14 Immediate action
- 41.15 Purpose

§ 41.01 DEFINITIONS.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

ABATEMENT COSTS. A city's necessary and reasonable costs for and associated with clearing, preventing unauthorized entry to, or demolishing all or a portion of a structure or premises, or taking any other action with regard to a structure or premises necessary to remedy a violation and to maintain and preserve the public health, safety and welfare in accordance with any city ordinance.

JOINT CODE ENFORCEMENT BOARD. An administrative body created and acting under the authority of the Local Government Code Enforcement Board Act, KRS 65.8801 to 65.8839.

CODE ENFORCEMENT OFFICER. A city police officer, safety officer, citation officer, or other public law enforcement officer with the authority to issue a citation.

FINAL ORDER. Any order:

- (1) Issued by the Code Enforcement Board following a hearing in accordance with §41.07(E);
- (2) Created because a violator neither paid nor contested the citation within seven days as provided in §41.06(F); or
- (3) Created because a violator failed to appear at a hearing the violator requested to contest the citation as provided in § 41.07(C).

IMMINENT DANGER. A condition which is likely to cause serious or life-threatening injury or death at any time.

ORDINANCE. An official action of the local government body, which is a regulation of a general and permanent nature and enforceable as a local law and shall include any provision of a code of ordinances adopted by the city legislative body which embodies all or part of an ordinance.

OWNER. A person, association, corporation, partnership or other legal entity having a legal or equitable title in real property.

PREMISES. A lot, plot or parcel of land, including any structures upon it.

(Ord. 2016-12, passed 12-29-2016)

§ 41.02 CREATION AND MEMBERSHIP.

(A) Pursuant to KRS 65.8811(1)(b), the city participates in a Joint Code Enforcement Board through an Interlocal Agreement executed with other participating city and county members. This Joint Code Enforcement Board shall operate in lieu of a City Code Enforcement Board, and have jurisdiction and authority throughout the City of Ludlow in the same manner as a City Code Enforcement Board created under KRS 65.8811(1)(a).

(B) The city's representation on the Joint Code Enforcement Board is established through the interlocal agreement with the participating cities and/or Kenton County, and any and all amendments to the Interlocal Agreement. The city shall appoint one member, and two alternate members to the Kenton County Joint Code Enforcement Board. All appointments shall be made by the Mayor, with approval of the City Council. Members of the Kenton County Joint Code Enforcement Board shall serve consistent with the provisions of the Interlocal Agreement.

(C) All appointments to the Kenton County Joint Code Enforcement Board shall be for a term of three years. Upon expiration of a term, a member or alternate member may be re-appointed by the Mayor, with approval by the City Council.

(D) Each member and alternate member appointed by the city to the Kenton County Joint Code Enforcement Board shall have resided within the boundaries of the city for a period of at least one year prior to the date of the member's appointment, and shall reside there throughout the term in office.

(E) In the event that the appointed member of the city vacates his/her membership on the Kenton County Joint Code Enforcement Board, the city shall, following the procedures in KRS 65.8811, fill the vacancy within 60 days. If the Mayor has not filled the vacancy within 60 days, then the remaining member of the Kenton County Joint Code Enforcement Board shall fill the vacancy with another person who meets the qualifications in KRS 65.8811. All vacancies shall be filled for the remainder of the unexpired term.

(F) Any member or alternate member appointed by the Mayor to the Kenton County Joint Code Enforcement Board, pursuant to KRS 65.8811, may be removed by the Mayor for misconduct, inefficiency, or willful neglect of duty. In the event of removal, the Mayor shall submit a written statement to the member subject to removal, and to the City Council, setting forth the reasons for removal. The member so removed shall have the right to appeal the removal to the Kenton County Circuit Court.

(G) Any member or alternate member shall, prior to entering their duties, take the oath of office prescribed by Section 228 of the Kentucky Constitution.

(H) The members of the Kenton County Joint Code Enforcement Board may be compensated or reimbursed per the terms of the Interlocal Agreement, and its amendments.

(I) No member or alternate member appointed by the city to the Kenton County Joint Code Enforcement Board shall hold any elected or appointed office, whether paid or unpaid, or any position of employment with the city.

(J) A copy of the governing interlocal agreement shall be maintained in the Office of the City Clerk for inspection by the public.

(Ord. 2016-12, passed 12-29-2016)

§ 41.03 ENFORCEMENT POWERS.

(A) The Code Enforcement Board shall have the power to issue remedial orders and impose civil fines as a method of enforcing city ordinances when a violation of the ordinance has been classified as a civil offense.

(B) The Code Enforcement Board shall not have the authority to enforce any ordinance regulating conduct which would also, under any provision of the Kentucky Revised Statutes, constitute a criminal offense or a moving motor vehicle offense.

(Ord. 2016-12, passed 12-29-2016)

§ 41.04 APPOINTMENT OF MEMBERS; TERM OF OFFICE; REMOVAL FROM OFFICE; OATH; COMPENSATION; ORGANIZATION OF BOARD; MEETINGS; QUORUM; CONFLICT OF INTEREST; MINUTES AND RECORDS.

Membership, oath and terms of office, quorum, vacancies, removal of members, and other statutory requirements related to the Board's activities shall be as stated in the Local Government Code Enforcement Board Act and as set forth by the Interlocal Agreement for the Kenton County Joint Code Enforcement Board (hereinafter "Interlocal Agreement") filed of record with the Kenton County Clerk in Book C5439, Page 321 as incorporated by reference as set forth herein.

(Ord. 2016-12, passed 12-29-2016)

§ 41.05 POWERS OF THE CODE ENFORCEMENT BOARD.

The Kenton County Joint Code Enforcement Board shall have the powers and duties as set forth by the Interlocal Agreement for the Kenton County Joint Code Enforcement Board filed of record with the Kenton County Clerk in Book C5439, Page 321 as incorporated by reference as set forth herein.

(Ord. 2016-12, passed 12-29-2016)

§ 41.06 ENFORCEMENT PROCEEDINGS.

The following requirements shall govern all enforcement proceedings before the Code Enforcement Board:

(A) Enforcement proceedings shall only be initiated by the issuance of a citation by a Code Enforcement Officer.

(B) Except when immediate action is necessary pursuant to §41.14, if a Code Enforcement Officer believes, based on his personal observation or investigation, that a person has violated a city ordinance, he shall issue a notice of violation allowing the alleged violator a specified period of time to remedy the violation without incurring a fine. If the alleged violator

fails or refuses to remedy the violation within the time specified, the Code Enforcement Officer is authorized to issue a citation.

(C) The Code Enforcement Officer shall issue a citation by one of the following methods:

- (1) Personal service to the alleged violator;
- (2) Leaving a copy of the citation with any person 18 years of age or older who is on the premises, if the alleged violator is not on the premises at the time the citation is issued; or
- (3) Posting a copy of the citation in a conspicuous place on the premises and mailing a copy of the citation by regular, first-class mail to the owner of record of the property, if no one is on the premises at the time the citation is issued.

(D) The citation issued by the Code Enforcement Officer shall contain the following information:

- (1) The date and time of issuance;
- (2) The name and address of the person to whom the citation is issued;
- (3) The physical address of the premises where the violation occurred;
- (4) The date and time the offense was committed;
- (5) The facts constituting the offense;
- (6) The section of the code or the number of the ordinance violated;
- (7) The name of the Code Enforcement Officer;
- (8) The civil fine that may be imposed for the violation, including, if applicable:
 - (a) The civil fine that will be imposed if the person does not contest the citation; and
 - (b) The maximum civil fine that may be imposed if the person elects to contest the citation;
- (9) The procedure for the person to follow in order to pay the civil fine or to contest the citation; and
- (10) A statement that if the person fails to pay the civil fine set forth in the citation or contest the citation within the time allowed: the person shall be deemed to have waived the right to a hearing before the Code Enforcement Board to contest the citation; the determination that the violation was committed shall be final; the citation as issued shall be deemed a final order determining that the violation was committed and imposing the civil fine as set forth in the citation; and the person shall be deemed to have waived the right to appeal the final order to District Court.

(E) After issuing a citation to an alleged violator, the Code Enforcement Officer shall notify the Code Enforcement Board by delivering a copy of the citation to board Chairman.

(F) (1) The person to whom the citation is issued shall respond to the citation within seven days of the date of issuance by either paying the civil fine or requesting, in writing, a hearing to contest the citation. If the person fails to respond to the citation within seven days, the person shall be deemed to have waived the right to a hearing and the determination that a violation was committed shall be considered final. In this event, the citation as issued shall be deemed a final order determining that the violation was committed and imposing the civil fine as set forth in the citation, and the person shall be deemed to have waived the right to appeal the final order to District Court.

(2) Notice of a final order shall be provided to the cited violator by regular first-class mail; certified mail, return receipt requested; personal delivery; or by leaving the notice at the person's usual place of residence with any individual residing therein who is 18 years of age or older and who is informed of the contents of the notice.

(Ord. 2016-12, passed 12-29-2016)

§ 41.07 HEARING; NOTICE; AND FINAL ORDER.

(A) When a hearing has been requested, the Code Enforcement Board or its administrative staff shall schedule a hearing.

(B) Not less than seven days before the date of the hearing, the Code Enforcement Board shall notify the requester of the date, time, and place of the hearing. The notice may be given by regular first-class mail; certified mail, return receipt requested; personal delivery; or by leaving the notice at the person's usual place of residence with any individual residing therein who is 18 years of age or older and who is informed of the contents of the notice.

(C) (1) Any person requesting a hearing who fails to appear at the time and place set for the hearing shall be deemed to have waived the right to a hearing to contest the citation, and the determination that a violation was committed shall be final. In this event, the citation as issued shall be deemed a final order determining the violation was committed and imposing the civil fine set forth in the citation, and the alleged violator shall be deemed to have waived the right to appeal the final order to District Court.

(2) Notice of a final order shall be provided to the cited violator by regular first-class mail; certified mail, return receipt requested; personal delivery; or by leaving the notice at the person's usual place of residence with any individual residing therein who is 18 years of age or older and who is informed of the contents of the notice.

(D) All testimony at the hearing shall be taken under oath and recorded. Testimony shall be taken from the Code Enforcement Officer, the alleged violator, and any witnesses to the violation offered by the Code Enforcement Officer or alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.

(E) The Code Enforcement Board shall, based on the evidence, determine whether a violation was committed. If it is determined that no violation was committed, an order dismissing the citation shall be entered. If it is determined that a violation was committed, an order may be issued upholding the citation. The board may impose a fine up to the maximum authorized by ordinance, or require the offender to remedy a continuing violation to avoid a fine, or both.

(F) (1) Every final order following a hearing shall be reduced to writing, which shall include the findings and conclusions reached and the date the order was issued. A copy shall be furnished to the person named in the citation.

(2) If the person named in the citation is not present when the final order is issued, the order shall be delivered to the person by regular first-class mail; certified mail, return receipt requested; personal delivery; or by leaving the notice at the person's usual place of residence with any individual residing therein who is 18 years of age or older and who is informed of the contents of the notice.

(Ord. 2016-12, passed 12-29-2016)

§ 41.08 PRESENTATION OF CASES.

Each case before the Code Enforcement Board may be presented by an attorney selected by the city, a Code Enforcement Officer for the city, or by a member of the city's administrative staff.

(Ord. 2016-12, passed 12-29-2016)

§ 41.09 APPEALS; FINAL JUDGMENT.

(A) An appeal from a final order of a Code Enforcement Board following a hearing conducted pursuant to §41.07(E) may be made to the Kenton County District Court within 30 days of the date the order is issued. The appeal shall be initiated by the filing of a complaint and a copy of the final order in the same manner as any civil action under the Kentucky Rules of Civil Procedure.

(B) If no appeal from a final order of the Code Enforcement Board is filed within the time period set in division (A) of this section, the Code Enforcement Board's order shall be deemed final for all purposes.

(Ord. 2016-12, passed 12-29-2016)

§ 41.10 ORDINANCE FINE SCHEDULE.

Violations of ordinances that are enforced by the Kenton County Joint Code Enforcement Board shall be subject to the schedule of civil fines as set forth by separate ordinance.

(Ord. 2016-12, passed 12-29-2016)

§ 41.11 LIEN; FINES, CHARGES, AND FEES.

(A) The city delegates the Kenton County Joint Code Enforcement Board to prepare and record liens on its behalf.

(B) The city shall possess a lien on property owned by the person found by a nonappealable final order as defined by § 41.01, or by a final judgment of the court, to have committed a violation of a city ordinance. The lien shall be for all civil fines assessed for the violation and for all charges and fees incurred by the city in connection with the enforcement of the ordinance, including abatement costs. An affidavit of the Code Enforcement Officer shall constitute prima facie evidence of the amount of the lien and regularity of the proceedings pursuant to KRS 65.8801 to 65.8839.

(C) The lien shall be recorded in the office of the County Clerk. The lien shall be notice to all persons from the time of its recording and shall bear interest until paid. The lien shall continue for ten years following the date of the nonappealable final order or final court judgment.

(D) Subject to §41.12, the lien shall take precedence over all other liens, except state, county, school board, and city taxes, and may be enforced by judicial proceedings, including a foreclosure action.

(E) In addition to the remedy prescribed in division (A) of this section, the person found to have committed the violation shall be personally responsible for the amount of all civil fines assessed for the violation and for all charges, fees and abatement costs incurred by the city in connection with the enforcement of this chapter. The city may bring a civil action against the person and shall have the same remedies as provided for the recovery of a debt.

(Ord. 2016-12, passed 12-29-2016)

§ 41.12 LIENHOLDER NOTIFICATION SYSTEM.

The Kenton County Joint Code Enforcement Board shall establish and maintain a lienholder notification system on behalf of the city. The Kenton County Joint Code Enforcement Board shall obtain and maintain priority over previously filed liens, as provided in § 41.11, in accordance with the provisions of KRS 65.8836.

(Ord. 2016-12, passed 12-29-2016)

§ 41.13 LIENS.

(A) A lienholder of record who has registered pursuant to §41.12(B) may, within 45 days from the date of issuance of notification under § 41.12(D):

(1) Correct the violation, if it has not already been abated; or

(2) Pay all civil fines assessed for the violation, and all charges and fees incurred by the city in connection with enforcement of the ordinance, including abatement costs.

(B) Nothing in this section shall prohibit the city from taking immediate action if necessary under §41.14.

(C) The lien provided by §41.11 shall not take precedence over previously recorded liens if:

(1) The city failed to comply with the requirements of §41.12 for notification of the final order; or

(2) A prior lienholder complied with division (A).

(D) A lien that does not take precedence over previously recorded liens under division (C) of this section shall, if the final order remains partially unsatisfied, continue to take precedence over all other subsequent liens except liens for state, county, school board and city taxes.

(E) The city may record a lien before the 45-day period established in division (A) expires. If the lien is fully satisfied prior to the expiration of the 45-day period, the city shall release the lien in the County Clerk's office where the lien is recorded within 15 days of satisfaction.

(F) Failure of the city to comply with §§41.11 and 41.12, or failure of a lien to take precedence over previously filed liens as provided in division (C) of this section, shall not limit or restrict any other remedies the city has against the property of the violator.

(Ord. 2016-12, passed 12-29-2016)

§ 41.14 IMMEDIATE ACTION.

Nothing in this chapter shall prohibit the city from taking immediate action to remedy a violation of its ordinances when there is reason to believe that the violation presents a serious threat to the public health, safety, and welfare, or if in the absence of immediate action, the effects of the violation will be irreparable or irreversible.

(Ord. 2016-12, passed 12-29-2016)

§ 41.15 PURPOSE.

The purpose of this chapter is to conform to all provisions of KRS 65.8801 through 65.8839, commonly known as the "Local Government Code Enforcement Boards Act" and any subsequent amendments thereto.

(Ord. 2016-12, passed 12-29-2016)