

LUDLOW ORDINANCE NO. 2023-8

AN ORDINANCE AMENDING SECTION 50.06: WASTE COLLECTION ASSESSMENTS OF THE LUDLOW CODE OF ORDINANCES TO ESTABLISH THE ANNUAL FEE

Whereas, the City of Ludlow, Kenton County, Kentucky, bills for waste collection; and

Whereas, the City of Ludlow has entered into a three-year extension on the contract with Rumpke for waste collection in the City; and

Whereas, the cost of waste collection has changed over previous fees;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Ludlow, Kentucky as follows:

SECTION I

That Section 50.06: **Waste Collection Assessments** is hereby amended as follows:

(A) *Fee authorized.* An assessment known as a waste disposal fee is authorized and enacted in the sum of [~~\$20.88~~] \$24.50 per unit per month for the period of July 1, 2023 – June 30, 2024; \$25.68 per unit per month for the period of July 1, 2024 – June 30, 2025; and \$26.91 per unit per month for the period of July 1, 2025 – June 30, 2026 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 31st, unless the 31st 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 assessments 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.

SECTION II

The City of Ludlow adopts the Solid Waste Collection Agreement attached hereto and incorporated herein by reference as Exhibit "A." Said terms and conditions of the agreement are adopted as part of this ordinance as if fully re-written in their entirety.

SECTION III

Any and all ordinances or partial ordinances in conflict herewith are to the extent of such conflict are hereby repealed.

SECTION IV

This ordinance shall be in full force and effect from and after its passage and publication, which may be in summary form, according to law.

Passed by the City Council this _____ day of _____, 2023.

CITY OF LUDLOW, KENTUCKY

BY: _____
Chris Wright, Mayor

Attest: _____
Laurie Sparks, City Clerk

First Reading: _____

Second Reading: _____

Publication: _____

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, 2023 and continuing through June 30, 2026 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:

<u>July 1, 2023 – June 30, 2024:</u>	\$18.00 Solid Waste Per Unit Per Month \$ 5.50 Recycle Per Unit Per Month
<u>July 1, 2024 – June 30, 2025:</u>	\$18.90 Solid Waste Per Unit Per Month \$ 5.78 Recycle Per Unit Per Month
<u>July 1, 2025 – June 30, 2026:</u>	\$19.85 Solid Waste Per Unit Per Month \$ 6.06 Recycle Per Unit Per Month

Contractor will be granted an annual one-time adjustment to the Agreement price effective the immediately following July 1st if the average monthly price of on-highway diesel fuel (as cited by the EIA for region Midwest PADD2) for the month of March of such calendar year exceeds four dollars (\$4.00) per gallon. Contractor will be allowed a percent price adjustment based on the table below to the contracted amount from July 1 to June 30 of such calendar year. If the price of diesel fuel falls below four dollars (\$4.00) (as cited by the EIA for region Midwest PADD2) for the month of March, the fuel surcharge will not be charged during the immediately following period of July 1 to June 30.

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 three (3) years effective July 1, 2023 and continuing through June 30, 2026. This contract may be renewed for additional option periods upon mutual written agreement of both parties.

**CITY OF
LUDLOW, KENTUCKY**

RUMPKE OF KENTUCKY, INC.

Mayor



William J. Rumpke, Jr., President

Witness



Witness

Date

Date 5/25/23