

ENVIRONMENTAL ENTERPRISES, INC.

HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT

This Agreement is entered into this 22nd day of March, 2018 by and between the Lexington-Fayette Urban County Government, (herein after "District"), and **Environmental Enterprises, Inc.** (hereinafter "EEI"), an Ohio corporation.

The **District** and **EEI** agree as follows:

1. On April 21, 2018 beginning at 8:30 a.m. and ending at 4 p.m., hereinafter called the "**Collection Event**", EEI shall have present at the location: 1631 Old Frankfort Pike, Lexington, KY (hereinafter called the "Site") an employee or agent of EEI (the "**Site Chemist**") trained in the identification and handling of hazardous wastes ("Wastes") as defined by state and federal laws and regulations promulgated pursuant thereto, including the Federal Solid Waste Disposal Act, 42 U.S.C. §§6901 *et seq.*, and the Ohio Hazardous Waste Management Laws, Chapter 3734, Ohio Rev. Code. EEI shall also provide 40 additional personnel, additional equipment, and additional materials necessary to handle, containerize, label, load, and transport all Wastes delivered to and accepted by EEI from residents of the counties within the District, and shall transport said wastes for disposal in a manner which conforms to all state and federal laws and regulations. EEI shall provide for mobilization to and demobilization from the Site, and shall assure that the Site is returned to the same condition it was in prior to its use for the Collection Event.
2. The District agrees to pay EEI for services actually rendered under this Agreement in accordance with EEI's established rate schedule, attached hereto as Exhibit A.
4. EEI shall agree to make a joint visit to the Collection Event site with District personnel at least thirty (30) days prior to the event date.
3. Within thirty (30) days of the conclusion of the Collection Events, EEI shall submit to the District an invoice for payment. The invoice shall contain:
 - a. The Date and Site of each individual Collection Event;
 - b. The name of the Site Chemist at the Site;
 - c. The actual, categorized amount of household hazardous waste collected and transported for disposal or recycling from the Site;
 - d. The actual amount due for services rendered at the Site per the rate schedule attached as Exhibit A and Exhibit B ; and
 - e. The total amount due from the District for the services rendered.
 - f. The types and amounts of waste listed on forms prescribed by Ohio EPA. (as shown in Attachment A)
 - g. The District agrees to pay EEI within thirty (30) days of receipt of

invoice.

4. The Site Chemist shall make a determination and notify the District Coordinator when the cost of acceptance, transportation, and disposal of the Wastes accepted by EEI at the Site has reached the Site Limit. The District Coordinator must be accessible to the Site Chemist at all times, in person or by telephone, and will be responsible for termination of the collection event upon notification by the Site Chemist that the Site Limit has been reached. Only upon direct telephone authorization from the District Coordinator to the Site Chemist may the Site Limit be exceeded. Failure to receive telephone authorization from the District Coordinator to exceed the Site Limit shall require the Site Chemist to terminate the collection event. Authorization by the District Coordinator to exceed the Site Limit shall obligate the District to pay EEI for all additional labor and material costs, transportation costs, and disposal cost, if any, which exceed the Contract Limit in accordance with the rate schedule set forth in Exhibit A and Exhibit B.
5. EEI shall accept only "household hazardous wastes" as defined in the state and federal hazardous waste laws for transportation and disposal from individual residents of the counties within the District. The District Coordinator and/or Site Coordinator, if present on-site, shall assist in confirming the resident status of individuals delivering Wastes to the Site by means of current drivers' licenses or other available documentation.
6. The District hereby authorizes EEI to reject any Waste delivered to the Site which is not household hazardous waste, which cannot properly be labeled and/or packaged for shipment, or which will not be accepted for transportation and/or disposal, provided that the Site Chemist makes the determination to reject any Waste while the resident delivering the Waste to the Site is still present, and further provided that the Waste is returned to the resident by the Site Chemist and removed from the Site.
7. Title to all Wastes accepted by EEI at the Site shall pass to and vest in EEI at the time of acceptance.
8. EEI will be the "generator" and the "shipper" of all Wastes accepted at the Site as those terms are defined in the state and federal laws governing the generation, transportation, treatment, storage, and disposal of hazardous wastes, including the Federal Solid Waste Disposal Act, 42 U.S.C. §§6901 *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 *et seq.*, and the Ohio Hazardous Waste Management Laws, Chapter 3734, Ohio Rev. Code, and all regulations promulgated pursuant thereto.
9. EEI shall transport for disposal all Wastes accepted by EEI at the Site. All such wastes shall be transported to permitted facilities for the treatment, storage, and disposal of hazardous waste in accordance with all state and federal laws and regulations.

10. EEI represents and warrants to the District that it shall possess on the day of the collection event:
 - a. A valid Environmental Protection Agency Identification Number as a generator and transporter of hazardous wastes;
 - b. A valid license from the State of Ohio to transport hazardous and acutely hazardous wastes;
 - c. Appropriate placards and a vehicle identification device for each vehicle used by EEI to transport wastes from the Site;
 - d. Authorization from the Interstate Commerce Commission, the Public Utilities Commission of Ohio, and any other appropriate state or federal agency necessary to operate as a common carrier;
 - e. Adequate liability insurance for claims resulting from bodily injury or death and property damage evidenced by a Certificate of Insurance;
 - f. Required coverage for Worker's Compensation and/or insurance coverage for bodily injuries or death of employees, agents, or servants of EEI, and proof of required coverage or insurance for employees, agents, or servants of any subcontractors or other independent contractors performing services at the Site;
 - g. Required coverage for third party claims and property damage resulting from the accidental release, discharge, or disposal of hazardous wastes during handling or transportation by EEI;
 - h. All other state and federal permits or licenses necessary to legally transport Wastes in interstate commerce; and
 - i. Manifests, shipping papers, contingency plans, site safety and health plans, and any other documentation necessary to properly carry out its responsibilities under this Agreement.
11. EEI represents and warrants that it understands the currently known and suspected hazards to persons, property, and the environment resulting from the transportation, treatment, and disposal of Wastes. EEI further represents and warrants that it will perform all services under this Agreement in a safe, efficient, and lawful manner, using current industry-accepted practices and methods.
12. The District shall use its best efforts to assure that all Wastes approved by the District Coordinator are household hazardous wastes of residents of the counties within the District.
 - a. EEI shall agree to work with the Site Coordinator to invoice separately particular items not eligible for payment via grant funding from the Kentucky Division of Waste Management. These items include motor oil and oil-based paint not eligible for payment via grant funds from all parties, as well as all items collected from the District's departmental offices.
13. The District represents and warrants that the execution of this Agreement by the signatory below has been duly authorized and is in conformance with the applicable provisions of state law.

14. EEI shall perform the services required by this Agreement as an independent contractor and shall have and maintain complete control over and responsibility for its employees, agents, and operations. EEI and its agents and employees shall not represent, purport to act, or be deemed to be the agent, representative, employee, or servant of the District or its constituent counties. The District's agents, employees, and/or security officers shall not represent, act, or purport to act or be deemed to be agents, representatives, employees, or servants of EEI.
15. EEI agrees to indemnify and hold harmless the District, its agents, officials, and employees, from and against any and all loss, damage, cost, charge, claim, lien, debt, fine, penalty, demand, suit, order, judgment, expense, or liability of any kind (all of which are collectively referred to as a "Claim"), including any expense associated with the investigation of any Claim and reasonable costs and attorneys fees, to the extent caused by the negligence or willful misconduct of EEI, its agents, employees, or contractors, or arising out of any statutory or common law claim based on strict liability related to the generation, packaging, labeling, transportation, treatment, storage, or disposal of any Wastes accepted by EEI at any of the Sites. This indemnification shall not apply to any Claim arising from a material breach of this Agreement by the District, or to any Claim arising solely from the gross negligence or willful misconduct of the District, its employees, agents, or representatives. This indemnity shall survive the termination of this Agreement.
16. Any notice or other communication given under this Agreement, except for the telephonic notice provided for under paragraph 4, above, shall be in writing and mailed, faxed, or otherwise delivered as follows:

If to the District:

Ms. Lauren Monahan
Division of Waste Management
675 Byrd Thurman Drive
Lexington, KY 40510
Phone: (859) 280-8578
Mobile Phone: (859) 327-7571
Fax: (859) 254-0171

If to Environmental Enterprises, Inc.:

Environmental Enterprises, Inc.
4650 Spring Grove Rd.
Cincinnati, OH 45232
Attn: **Brian J. DePeel**
Phone: 1-800-850-3587
Fax: (513) 853-3597

17. If any section, subsection, sentence, clause, or other portion of this Agreement is deemed to be illegal, invalid, or unenforceable for any reason, such illegality, invalidity, or unenforceability shall not affect the remainder of this Agreement.
18. No change to any provision of this Agreement shall be effective unless stated in writing and signed by both parties to this Agreement. No term or provision of this Agreement shall be deemed waived and no breach thereof excused unless a waiver and consent is reduced to writing and signed by both parties to this Agreement. Any waiver by either party of any provision of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of or consent to any subsequent breach of the same provision or condition.
19. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and the State of Ohio, and the parties agree to submit to the jurisdiction of the courts of the Commonwealth of Kentucky and of the State of Ohio for any disputes arising under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Owner: Lexington-Fayette Urban County Government


By:


JIM GRAY, MAYOR

Date:

MAR 22 2018

Attest:


URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY

Date:

MAR 22 2018

COUNTY OF FAYETTE

Consultant: Environmental Enterprises, Inc.:

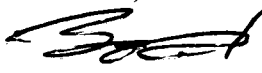
Name:

Brian J. DePeel

Title:

Director, Lab Pack Services Division

Signature:



Date:

March 27, 2018

Household Hazardous Waste Collection Agreement

Collection Date: April 21, 2018

Time: 8:30 a.m. – 4 p.m.

Number of District Volunteers: _____

Number of EEI staff: _____

The District's Site Coordinator Information:

Name: Ms. Lauren Monahan

Mailing Address: LFUCG Division of Waste Management, 675 Byrd Thurman Drive, Lexington, KY, 40510

Phone: (859) 367-4948

Mobile Phone: (859) 327-7571

Email: lmonahan@lexingtonky.gov

Fax: (859) 367-4923

EEI's Site Chemist Information:

Name: Brad Boyer

Mailing Address: 10163 Cincinnati - Dayton Rd, Cincinnati, OH 45241

Phone: (513) 266-3766

Mobile Phone: (513) 266-3766

Email: bboyer@eeienv.com

Fax: 513-782-8950

EEI's Main Event Coordinator Information:

Name: Tom McCabe

Mailing Address: 10163 Cincinnati - Dayton Road Cincinnati, Ohio 45241

Phone: (513) 772-2818

Mobile Phone: (513) 266-3799

Email: Tmccabe@eeienv.com

Fax: (513) 782-8950

Attachment A

Pricing Item #5: Mercury

Liquid Mercury is priced at \$27.00 per pound due to changes in US Regulations directed towards the shipment of Liquid Mercury being shipped outside the borders of the continental United States.

This pricing however does not affect Mercury Compounds and Mercury Pesticides which remain classified as Toxic Lab Packs and Pesticides Liquids and Solids which remain at normal HHW prices of \$1.05 per pound and follow the same packaging requirements which allow them to be packaged as like materials for Toxics (Mercury Compounds) and Pesticides (Pesticide Liquids or Solids).

Household Hazardous Waste Collection Proposal
Part III: Pricing

Total Set up & Mobilization/Demobilization Cost

\$ 10,000.00

Total Miscellaneous Charges

\$ 1460.00

(Please provide a separate sheet with a detailed list of any other items and charges)

Labor (Enter estimated total at end of table)

\$ 0.00

Please submit a list of persons and their job title who will be working on-site during this collection day with the charge per hour for each person. On a separate sheet - Please provide a detailed list of those same persons with their relevant experience, qualifications and a specific list of duties to be performed on the day.

Employee Name	Position	Estimated Hours	Charge per Hour	Estimated Total
Brian DePeel	Director, HHW Division	40	\$0.00	\$0.00
Dan McCabe	President / CEO	15	\$0.00	\$0.00
Tom McCabe	Tech Sales Rep for HHW Operations	15	\$0.00	\$0.00
Gary Davis	Corporate EH&S	15	\$0.00	\$0.00
Gerry Ioannides	Corporate Officer	15	\$0.00	\$0.00
Brad Boyer	Director or Environmental Services Group	15	\$0.00	\$0.00

Spring 2018
Household Hazardous Waste Collection Proposal
Part III: Pricing

Sheri Ruberg	Administrative Assistant	30	\$0.00	\$0.00
+42 Various Employees from Attachment B	Field Technicians/ Chemists/Laborers	15	\$0.00	\$0.00

Total Estimated Labor Cost \$ 0.00

Products	Amount	Unit Cost	Total Cost
Antifreeze	3,400 lbs	\$0.10	\$340.00
Flammable Solvents Liquids	7,200 lbs	\$0.13	\$936.00
Lab Packs for Treatment/Incineration	1,100 lbs.	\$1.00	\$1100.00
Lab Pack Reactives	500 lbs	\$2.75	\$1375.00
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers)	120,000 lbs.		
		\$0.20	\$24,000.00
NON-LATEX Paint Related Material (Non-Processable pints & quarts)	15,000 lbs.	\$0.20	\$3000.00
Mercury	75 lbs.	\$27.00	\$2025.00
Fertilizers & Pesticides	15,000 lbs.	\$1.05	\$15,750.00
Waxes, Joint Compounds, Latex Adhesives	14,000 lbs.	\$0.45	\$6300.00
Consumer Commodity Flammables	10,500 lbs.	\$1.00	\$10,500.00
Aerosol Cans	6,000 lbs.	\$0.85	\$5100.00
Non-Motor Oil Used Oils	8,000 lbs.	\$0.12	\$960.00
Corrosives	3,500 lbs.	\$1.00	\$3500.00
Fluorescent bulbs	4,000 feet	\$0.21	\$840.00
PCB Ballast	8 lbs	\$1.65	\$13.20
Propane cylinders	350 x 1 lb	\$3.00	\$1050.00
Propane cylinders	50 x 20 lb	\$10.00	\$500.00

Total Disposal Cost Based on Bid Quantity \$ 77,289.20

