

violation of the Clean Water Act and KRS 224 and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application. [40 C.F.R. 122.41(a)]. [401 KAR 5:065 Section 2(1)]

Description of Non Compliance:

The facility has failed to comply with the terms of the permit. The following deficiencies were noted: The facility has failed to submit monitoring reports at intervals specified in the permit. A review of the facility's DMRs from January 2013 through April 2014 revealed numerous DMRs that were sent in late. The DMRs also revealed numerous parameter excursions for iron during the months of: January, February, March, and June of 2013 and also oil and grease for June of 2013.

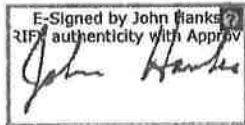
The remedial measure(s), and date(s) to be completed by are as follows:

Comply with all conditions of the KPDES permit. Within thirty (30) days of the receipt of this notice, the permittee/responsible party shall submit a written plan of action and a schedule of implementation to the undersigned describing the necessary measures taken to address the non-compliance. Failure to comply with the remedial measures or repeated violations of this requirement may subject you and or your company to an immediate referral to the Division of Enforcement. [401 KAR 5:065 Section 2(1)]

Violations of the above cited statute(s) and/or regulation(s) are subject to a civil penalty per day per violation. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

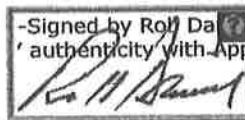
If you have questions or need further information, write or call the undersigned:

Division of Water
Frankfort Regional Office
200 Fair Oaks Ln 3rd Fl
Frankfort, KY 40601
502-564-3358 (8:00 AM – 4:30 PM)
Mr. John Hanks, Environmental Inspector III



Issued By:

Mr. John Hanks, Environmental Inspector III
Date: July 22, 2014



Issued By:

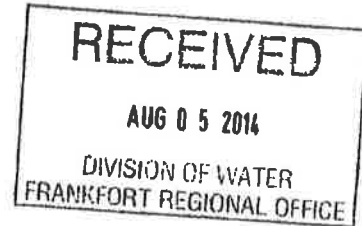
Mr. Robert H Daniell, Environmental Control Supervisor
Date: July 22, 2014

How Delivered: Certified Mail Certified/Registered # 7011 3500 0000 7034 3794

Central Kentucky Landfill

259 West Short Street, Suite 325
Lexington, KY 40507

Phone (859) 258-2301
Fax (859) 258-9073



August 4, 2014

Mr. John Hanks
Division of Water
Frankfort Regional Office
200 Fair Oaks Lane
Frankfort, Kentucky 40601

Re: Notice of Violation
Central Kentucky Landfill
AI ID: 33403
Permit No. KY0104574
Scott County, Kentucky

Dear Mr. Hanks:

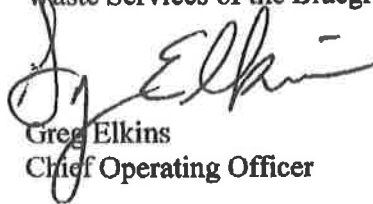
This letter is in response to your inspection report and resulting Notice of Violation (NOV) that was issued on July 22, 2014, for our Central Kentucky Landfill facility. You conducted an inspection at the facility on June 20, 2014, and violations were noted during your inspection. Below are the violations that were noted and our response to each of the violations:

- *Violation:* The facility has failed to submit monitoring reports at intervals specified in the permit. A review of the facility's DMRs from January 2013 through April 2014 revealed numerous DMRs that were sent in late.
- *Response:* The facility began submitting DMRs through the EPA's NetDMR website with the February 2014 submittal. We anticipate that submittal through NetDMR, rather than paper copies, will expedite the review and approval process resulting in on-time submittals.
- *Violation:* A review of the facility's DMRs from January 2013 through April 2014 revealed numerous parameter exclusions for iron during the months of: January, February, March, and June of 2013 and also oil and grease for June of 2013.
- *Response:* The removal of sediment buildup in the pond occurred in June 2013. There have been no exceedances for the pond discharge since June of 2013. We anticipate that cleaning out the pond has resulted in the elimination of exceedances at the discharge location.
- *Violation:* The facility has failed to comply with the terms of the permit.
- *Response:* As noted above, the submittal of DMRs on NetDMR going forward will result in on-time submittals. In addition, sediment removal from the pond in June 2013 appears to have resolved the occurrences of exceedances in the pond discharge.

Please accept this correspondence as the required written plan of action describing the necessary measures taken to address the non-compliance. If you have any questions or need additional information, do not hesitate to contact me at (502) 370-8440.

Sincerely,

Waste Services of the Bluegrass

A handwritten signature in black ink, appearing to read "Greg Elkins". The signature is written in a cursive style with a large initial "G".

Greg Elkins

Chief Operating Officer



STEVEN L. BESHEAR
GOVERNOR

LEONARD K. PETERS
SECRETARY

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
DIVISION OF WATER
200 FAIR OAKS LANE, 3RD FLOOR
FRANKFORT KY 40601
www.kentuckv.gov

August 8, 2014

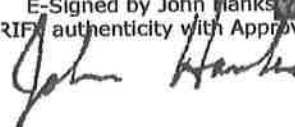
Mr. Greg Elkins
259 West Short St. Suite 325
Lexington, KY 40507

Re: Notice of Violation
AI ID: 33403
AI Name: Central KY Landfill
Activity ID: ENV20140002
Permit No. KY0104574
Scott County, KY

Dear Mr. Elkins:

On July 25, 2014, the Division of Water issued Central KY Landfill a Notice of Violation (NOV). The Frankfort Regional Office appreciates Central KY Landfill's efforts to address the compliance issues raised by the NOV. The actions taken by Central KY Landfill in response to the NOV are considered sufficient at this time with regard to the violations listed in the NOV. The Cabinet reserves its rights under KRS Chapter 224 and its administrative regulations to undertake such enforcement action hereafter as it deems appropriate, which may include consideration of the compliance issues addressed by the NOV. If you have any questions, please feel free to contact me at 502-564-3358.

Sincerely,

E-Signed by John Hanks
RIF authenticity with Approv


Mr. John Hanks
Environmental Inspector III

c: Regional Office
Main File



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

RFP Number: **#50-2014**

Date: August 29, 2014

Subject: **Waste Management Disposal and Transfer Station Operations**

Please address inquiries to:
Theresa Maynard (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced bid.

- **The deadline for questions on this solicitation is September 22, 2014 at 2:00 pm local time.**

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the bid and specifications are unchanged. This letter should be signed, attached to and become a part of your bid.

COMPANY: Waste Services of the Bluegrass, Inc.

ADDRESS: 259 West Short Street Suite 325 Lexington, Ky
40507

SIGNATURE OF PROPOSER: W. Todd Slatin



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #2

RFP Number: **#50-2014**

Date: September 16, 2014


Subject: **Waste Management Disposal and Transfer Station Operations**

Please address inquiries to:
Theresa Maynard (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced bid.

- **There will be a Pre-Proposal Meeting for this solicitation on Monday, September 29 at 3:00 pm local time at the Tate Building, 125 Lisle Industrial Ave, Suite 180, in the 1st Floor Training Room**
DIRECTIONS TO DIVISION OF WATER QUALITY--TATE BUILDING
From Downtown Lexington: Travel west on Main Street, past the Lexington Cemetery. Turn left at the second traffic light past the cemetery; this is Lisle Industrial Ave. On the near corner is 5 Star Auto Repair Shop; on the opposite corner of Lisle and Leestown is the Bakhaus Building. The Tate Building is immediately behind the Bakhaus Building, on your right after the turn.
- **Answers to Questions previously submitted to the Division of Purchasing are being compiled and will be issued by an additional Addendum before the Pre-Proposal Meeting.**


Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the bid and specifications are unchanged. This letter should be signed, attached to and become a part of your bid.

COMPANY: Waste Services of the Bluegrass, Inc.

ADDRESS: 259 West Short Street Suite 325 Lexington, Ky 40507

SIGNATURE OF PROPOSER: W. Todd Shuggs



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #2

RFP Number: **#50-2014**

Date: September 26, 2014

Subject: **Waste Management Disposal and Transfer Station Operations**

Please address inquiries to:
Theresa Maynard (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced bid.

- Answers to Questions
- 1995 and 2005 (current) Contracts
- 2014 CPI Letter

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the bid and specifications are unchanged. This letter should be signed, attached to and become a part of your bid.

COMPANY: Waste Services of the Bluegrass, Inc.

ADDRESS: 259 West Short Street Suite 325 Lexington, Ky 40507

SIGNATURE OF PROPOSER: W. Todd Sluggs



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #4

RFP Number: **#50-2014**

Date: September 30, 2014

Subject: **Waste Management Disposal and Transfer Station Operations**

Please address inquiries to:
Theresa Maynard (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced bid.

- **Deadline for Questions has been changed to Friday, October 3rd, 2014 at 2:00 pm**
- **Sign In Sheets from September 29th, 2014 Pre-Proposal Meeting**

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the bid and specifications are unchanged. This letter should be signed, attached to and become a part of your bid.

COMPANY: Waste Services of the Bluegrass, Inc.

ADDRESS: 259 West Short Street Suite 325 Lexington, Ky 40507

SIGNATURE OF PROPOSER: W. Todd Sluggs



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #5

RFP Number: **#50-2014**

Date: October 6, 2014

Subject: **Waste Management Disposal and Transfer Station Operations**

Address all inquiries to:
Todd Slatin (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced bid.

- RFP Due Date has been extended until Thursday, October 30th, 2014 at 2:00 pm
- Site visit to view the sludge/handling area at the Town Branch and West Hickman treatment plants along with the Transfer Station is scheduled for Wednesday, October 15th at 10:30AM. Interested parties must meet at the Town Branch Wastewater Treatment Plant at 10:30AM on October 15th in the administration building to begin the tour. Visitors may use the Lisle Industrial Avenue or Jimmie Campbell Drive entrances.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the bid and specifications are unchanged. This letter should be signed, attached to and become a part of your bid.

COMPANY: Waste Services of the Bluegrass, Inc.

ADDRESS: 259 West Start Street Suite 325 Lexington, Ky 40507

SIGNATURE OF PROPOSER: W Todd Sluggs



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #6

RFP Number: **#50-2014**

Date: October 14, 2014

Subject: **Waste Management Disposal and Transfer Station Operations**

Address all inquiries to:
Todd Slatin (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced bid.

1. Correction to Attachment A Current Transportation & Disposal Fees – Host Fee to be paid to LFUCG for non-LFUCG waste processed through Transfer Station is \$1.38 per ton.
2. Posting of additional Q & A document, see attached document titled “Additional Questions & Answers -9-23-13.doc”
3. Posting of State Origin Report, see attached document titled “State Origin Report.xls”


Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the bid and specifications are unchanged. This letter should be signed, attached to and become a part of your bid.

COMPANY: Waste Services of the Bluegrass, Inc.

ADDRESS: 259 West Short Street Suite 325 Lexington, Ky 40507

SIGNATURE OF PROPOSER: W Todd Slatin



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/13/2015

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 Insuramax, Inc. Keystone Insurers Grp 2200 Greene Way Louisville, KY 40220-4026 Chad A. Hennessey	Phone: 502-459-7500 Fax: 502-459-2615	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURED Waste Services of the Bluegrass Inc. see attached schedule 259 W. Short St, #325 Lexington, KY 40507-1297		INSURER(S) AFFORDING COVERAGE INSURER A : AGCS Marine Insurance Co. INSURER B : Great Divide Insurance Co. INSURER C : Nautilus Insurance Company INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	X		GLP201264910	09/01/2014	09/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000
	SSP201266510			09/01/2014	09/01/2015	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/>	X		BAP201264810	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED RETENTION \$					FFX201264710	09/01/2014
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Pollution			SSP201266510	09/01/2014	09/01/2015	pollutio 1mil/2mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: Waste Management Disposal & Transfer Station Operations RFP #50-2014
 Certificate holder shall be an additional insured as indicated above as required by written contract. 30 Day notice of cancellation shall be issued to the certificate holder. Coverage shall be primary

CERTIFICATE HOLDER LFUCG Contractors Registration 200 E. Main Street Lexington, KY 40507	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
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/02/2015

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 Mullins Consulting & Mkt 113 Goff Mountain Road Cross Lanes WV 25313		CONTACT NAME: PHONE (A/C No, Ext): E-MAIL: ADDRESS:		FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Argonaut Insurance Company		19801	
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

INSURED
 EIN Services LLC
 Central Kentucky Hauling Inc
 113 Goff Mountain Road
 Charleston WV 25313

COVERAGES **CERTIFICATE NUMBER:** **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	ADDITIONAL		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$	
	AUTOMOBILE LIABILITY <input 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						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	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	WC927988305124	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

LFUCG CONTRACTORS REGISTRATION 200 E MAIN ST Lexington KY 40507	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
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EXHIBIT 'E'



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

RFP Number: **#50-2014**

Date: August 29, 2014

Subject: **Waste Management Disposal and Transfer Station Operations**

Please address inquiries to:
Theresa Maynard (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced bid.

- **The deadline for questions on this solicitation is September 22, 2014 at 2:00 pm local time.**

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the bid and specifications are unchanged. This letter should be signed, attached to and become a part of your bid.

COMPANY: _____

ADDRESS: _____

SIGNATURE OF PROPOSER: _____



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #2

RFP Number: **#50-2014**

Date: September 16, 2014


Subject: **Waste Management Disposal and Transfer Station Operations**

Please address inquiries to:
Theresa Maynard (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced bid.

- **There will be a Pre-Proposal Meeting for this solicitation on Monday, September 29 at 3:00 pm local time at the Tate Building, 125 Lisle Industrial Ave, Suite 180, in the 1st Floor Training Room**
DIRECTIONS TO DIVISION OF WATER QUALITY--TATE BUILDING
From Downtown Lexington: Travel west on Main Street, past the Lexington Cemetery. Turn left at the second traffic light past the cemetery; this is Lisle Industrial Ave. On the near corner is 5 Star Auto Repair Shop; on the opposite corner of Lisle and Leestown is the Bakhaus Building. The Tate Building is immediately behind the Bakhaus Building, on your right after the turn.
- **Answers to Questions previously submitted to the Division of Purchasing are being compiled and will be issued by an additional Addendum before the Pre-Proposal Meeting.**


Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the bid and specifications are unchanged. This letter should be signed, attached to and become a part of your bid.

COMPANY: _____

ADDRESS: _____

SIGNATURE OF PROPOSER: _____



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #2

RFP Number: **#50-2014**

Date: September 26, 2014

Subject: **Waste Management Disposal and Transfer Station Operations**

Please address inquiries to:
Theresa Maynard (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced bid.

- **Answers to Questions**
- **1995 and 2005 (current) Contracts**
- **2014 CPI Letter**

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the bid and specifications are unchanged. This letter should be signed, attached to and become a part of your bid.

COMPANY: _____

ADDRESS: _____

SIGNATURE OF PROPOSER: _____

Questions for RFP #50-2014 Waste Management Disposal and Transfer Station Operations

Attached is final page of the bid package with the request for rates for the Bid, ATTACHMENT A with CURRENT INFORMATION. (see pg 5 of this Addendum)

What are the current rates for each of the items listed on the bid form?

The RFP request rates for transportation and disposal separately.

Please provide this information in transportation and disposal as well. See ATTACHMENT A with CURRENT INFORMATION for current total rates.

TIRES Currently tires are received as a price per tire and there is not pricing for tonnage for tires.

Will this be the case on the new bid as well? Price per ton on ATTACHMENT A with CURRENT INFORMATION

Where are tires currently disposed of from the transfer station? SMS Tire Disposal.

Contaminated Soils are not currently allowed for disposal at the transfer station.

The bid form request a rate for transportation and disposal at the transfer station.

Is the intent to receive contaminated soil at the transfer station or to transport and dispose of soils from the point of generation? Please advise. See RFP and SOW.

Municipal sewage sludge The assumption is made sewage sludge will be transported and disposed of from the waste water treatment plants directly from the POTW to the landfill and not through the transfer station. The assumption is also made this will be transported via Tractor and Dump trailer? Please advise.

Correct. Transport is limited to tractor and dump trailer. The dump trailer length limitation is 34 feet in length, 11 feet; 9 inches in height.

POTW sludge is processed at each plant and loaded into trailers for transport. LFUCG processes the sludge and loads the trailers, the waste hauler must provide the trailers.

Each plant processes sludge between midnight and 1:30 pm, Monday thru Friday, generating between 3 to 4 full trailers per day per plant.

The sludge hauler must provide enough trailers for continuous, uninterrupted sludge processing Monday thru Friday, midnight to 1:30 pm. A vendor who fails to make sufficient trailers available for LFUCG's sludge processing needs would be considered unqualified.

West Hickman WWTP has a yard tractor used to move trailers in and out of the sludge processing bays. While not an essential component of this contract, the current vendor provides a loaner tractor to West Hickman whenever LFUCG's yard tractor is down and in for service.

Asbestos is currently not received at the transfer station due to the risk to health. Is the assumption this material will be transported directly to the landfill from the point of generation. Please advise. See RFP and SOW.

Special Waste - is this to be small quantity generation special waste normally experienced in residential-commercial waste or are you asking for large quantity special waste pricing? Include both.

Auto gas tanks are not currently allowed for disposal at the transfer station. Are you proposing to accept this material as part of this RFP? See RFP and SOW.

CDD Material stands for Construction Demolition Debris? Currently this material is processed at the same gate rate as MSW. Is LFUCG requesting a change in the current processing of CDD material? See RFP and SOW.

White Goods disposal will there be pricing for this material or is this pricing as a discretionary price for the contractor to determine after award of the contract? Pricing included under "Special Waste".

Are there provisions for free disposal to existing neighbors of the transfer station? "Existing neighbors" is unclear.

Are the hours of operation of the transfer station flexible or will they stay from 6:00 am to 5:00 pm? See RFP and SOW for all hours. We prefer they stay the same.

Are there current contractors with Third Party users of the transfer station that are under the control of LFUCG or are these accounts established directly with the existing hauler?

This question is confusing. Customers outside the urban services area enter into private arrangements with other haulers who transport waste to the transfer station. These private haulers report their tonnages and other information to LFUCG as part of the solid waste management planning process.

1. Is there a provision for annual price increases (e.g. Consumer Price Index)? **This is allowed in the current contract, but is not stipulated in this RFP.**

2. Is there a provision for fuel recovery? **This is allowed in the current contract, but is not stipulated in this RFP.**

3. Regarding the proposed after hours drop off (page 35):

A. Is the intention for this to be a free service for Lexington residents? **This is allowed in the current contract, but is not stipulated in this RFP.**

B. Is the intention for this to be a staffed operation during the after hours drop off? **This is allowed in the current contract, but is not stipulated in this RFP.**

4. Please define the expectation and process for the following stipulation: "receipt of waste from other entities will be subject to LFUCG approval." (page 35) . **Sources of non-LFUCG waste should be reported to LFUCG as part of our solid waste management plan updates.**

5. What length of time is required for landfill capacity assurances: the initial contract term (5 years) or the initial contract term and the extension period (10 years)? (page 36) **We didn't stipulate a time frame in the RFP, but we want assurances that LFUCG will have sufficient disposal capacity at the facilities controlled by the selected vendors; certainty over a longer term would be more desirable.**

6. What is the desired timeframe (e.g. since 2005) for reporting previous Notice of Violation (NOV) compliance issues? (page 37) **LFUCG is still working on compiling these, they will be provided in a future Addendum.**

7. Should the \$1.75 per ton State Remediation Fee (i.e. HB 174) be listed as part of the unit price disposal or is it understood that this is a pass through expense?

Rates should not include the \$1.75 per ton. This is a separate expense that applies to any selected vendor.

A. Should this be a separate line item? **Yes.**

More Questions on RFP #50-2014 9.23.14

Will you supply an annual volume report for the most recent term (5 years) of the existing contract with Republic Services, broken down by waste supplier, waste volume and waste type? See the solid waste management plan update referenced in the RFP.

What is the current host fee per ton for tonnage outside LFUGC . See ATTACHMENT A with CURRENT INFORMTION. \$1.38 per ton. & how many annual tons are there? See the solid waste management plan update referenced in the RFP.

- What are current charges for all waste streams hauled to the transfer station by LFUCG? See current rate schedule below, ATTACHMENT A with CURRENT INFORMTION
- What are gate rates for all waste items accepted at transfer station for general public and third party haulers? This will require more research.
- What is the annual tonnage from general public and third party haulers? See the solid waste management plan update referenced in the RFP.
- How many trailer loads are hauled from the transfer station per year? This will require more research.
- What is average weight per load? This will require more research.
- Is the Free Dump Day event for Fayette County resident's only, not commercial businesses? Residents only.
- What is the average tonnage on Free Dump Day? This will require more research.
- What is current charge for waste hauled from both WWTPs? See rate schedule.
- How many loads are hauled from each WWTP per year? This will require more research.
- What is the average weight per load from each WWTP? This will require more research.
- What is the annual breakdown in tons for the various waste streams accepted at the transfer station? See the solid waste management plan update referenced in the RFP.
- Is there a fuel surcharge allowance? This is allowed in the current contract, but is not stipulated in this RFP.
- Is there a price increase allowance? This is allowed in the current contract, but is not stipulated in this RFP.
- How is the landfill remediation to be handled-is it to be included in the tonnage rate or billed separately? Rates should not include the \$1.75 per ton. This is a separate expense that applies to any selected vendor.
- What are date parameters for NOVs? LFUCG is still working on compiling these, they will be provided in a future Addendum.
- How is leachate at transfer station to be handled? This will require more research.
- Is there on site separating of recyclables out of the waste stream? If so what are they? Resource recovery is encouraged.
- Please provide a list of City-owned equipment and property at the transfer station location? This will require more research.
- Is there a baseline existing condition of the transfer station upon contract implementation? This question is unclear.
- When was the last time any major component at the transfer repaired i.e. Tipping floor, walls, scales and roof? This will require more research.
- What process is currently in place for security at transfer station property? This will require more research.

- What process is currently in place for odor control and litter abatement? This will require more research.
- What counties are accepted at the transfer station and how many tons are from each county? This will require more research.
- Will the grit and rags at Town Branch be included in this bid? Grit and rags at Town Branch are currently serviced under separate contract using roll off containers.
- If not, when does the contract for grit and rags at Town Branch expire? This will require more research.

ATTACHMENT A with CURRENT INFORMATION

CURRENT Transportation and Disposal Fees Schedule

Item	Units	Unit Price Transport	Unit Price Disposal	Unit Price Total
Municipal solid waste	tons	\$	\$	\$24.45
Tires (individually)	each	\$	\$	\$1.95
Tires (by the ton)	tons	\$	\$	\$193.52
Contaminated soils	tons	\$	\$	\$40.93
Municipal sewage sludge	tons	\$	\$	\$24.27
Asbestos	tons	\$	\$	\$74.10
Special wastes	tons	\$	\$	\$24.27
Auto gas tanks	each	\$	\$	\$46.44
1 & 2 lb LP tanks	each	\$	\$	\$6.64
CDD material	tons	\$	\$	\$24.27
20 lb propane tanks	each	\$	\$	\$12.17
Host Fee to be <i>paid to LFUCG</i> for non-LFUCG waste processed through Transfer Station				tons <u>\$1.75 per ton</u>



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #4

RFP Number: **#50-2014**

Date: September 30, 2014

Subject: **Waste Management Disposal and Transfer Station Operations**

Please address inquiries to:
Theresa Maynard (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced bid.

- **Deadline for Questions has been changed to Friday, October 3rd, 2014 at 2:00 pm**
- **Sign In Sheets from September 29th, 2014 Pre-Proposal Meeting**

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the bid and specifications are unchanged. This letter should be signed, attached to and become a part of your bid.

COMPANY: _____

ADDRESS: _____

SIGNATURE OF PROPOSER: _____



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #5

RFP Number: **#50-2014**

Date: October 6, 2014

Subject: **Waste Management Disposal and Transfer Station Operations**

Address all inquiries to:
Todd Slatin (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced bid.

- RFP Due Date has been extended until Thursday, October 30th, 2014 at 2:00 pm
- Site visit to view the sludge/handling area at the Town Branch and West Hickman treatment plants along with the Transfer Station is scheduled for Wednesday, October 15th at 10:30AM. Interested parties must meet at the Town Branch Wastewater Treatment Plant at 10:30AM on October 15th in the administration building to begin the tour. Visitors may use the Lisle Industrial Avenue or Jimmie Campbell Drive entrances.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the bid and specifications are unchanged. This letter should be signed, attached to and become a part of your bid.

COMPANY: _____

ADDRESS: _____

SIGNATURE OF PROPOSER: _____



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #6

RFP Number: **#50-2014**

Date: October 14, 2014

Subject: **Waste Management Disposal and Transfer Station Operations**

Address all inquiries to:
Todd Slatin (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced bid.

- 1. Correction to Attachment A Current Transportation & Disposal Fees – Host Fee to be paid to LFUCG for non-LFUCG waste processed through Transfer Station is \$1.38 per ton.**
- 2. Posting of additional Q & A document, see attached document titled “Additional Questions & Answers -9-23-13.doc”**
- 3. Posting of State Origin Report, see attached document titled “State Origin Report.xls”**

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the bid and specifications are unchanged. This letter should be signed, attached to and become a part of your bid.

COMPANY: _____

ADDRESS: _____

SIGNATURE OF PROPOSER: _____

EXHIBIT 'F'

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Agreement") made and entered into on this 19th day of March, 2015, by and between LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (hereinafter referred to in the singular as "LFUCG"); LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION (hereinafter referred to in the singular as "Public Facilities Corporation") and WASTE SERVICES OF THE BLUEGRASS, INC., (hereinafter referred to as "WSB").

WITNESSETH:

WHEREAS, LFUCG and WSB have entered into a Waste Supply and Disposal Agreement (the "Disposal Agreement") dated on March 19, 2015 herewith for the purpose of supply and disposal of solid waste, as defined and set out in more particularity therein, and

WHEREAS, pursuant to the Disposal Agreement, LFUCG desires to designate a permanent transfer station site, shown as parcel 1A on Exhibit "A", attached hereto (the "Premises"), which WSB will lease from LFUCG to operate a transfer station (the "Transfer Station"), and certain easements also identified on Exhibit "A" (the "Easements"), which LFUCG will grant to WSB to provide access to the Transfer Station (together the Premises, the Easements and the Transfer Station shall be referred to as the "Facility"), and

WHEREAS, LFUCG and WSB are desirous of clarifying and setting out additional terms by which WSB will lease the Premises and operate the Transfer Station by way of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the terms and conditions hereinafter set out, LFUCG does hereby lease and demise the Facility to WSB upon the following terms:

1 . Lease and Easements.

1.1 Lease. LFUCG does hereby let, lease and demise to WSB, for exclusive use as a solid waste transfer station and activities related thereto, the Premises, which is the area identified as 1A and shown in blue on Exhibit "A," attached hereto and made a part hereof by reference.

1.2 Western Access Easements. LFUCG has designated and hereby grants to WSB two access easements from Old Frankfort Pike west of the Premises (the "Western Access Easements") as shown in yellow on Exhibit "A." (LFUCG shall maintain and repair the Western Access Easements and WSB shall reimburse LFUCG fifty percent (50%) of such maintenance costs, provided, however, LFUCG shall obtain WSB's approval per occurrence, which shall not be unreasonably refused, for any repair or maintenance the total cost of which would be in excess of Ten Thousand Dollars (\$10,000.00).) All sums due LFUCG shall be invoiced to WSB and paid within thirty (30) days. WSB shall be responsible for snow and ice removal and cleaning the Western Access Easements as provided in the Disposal Agreement. LFUCG shall be entitled to use the Western Access Easements, but such use shall not impede the operation of the Transfer Station or the flow of traffic to it, nor shall such use materially affect the maintenance requirements for the Western Access Easements.

1.3 Eastern Access Easements. LFUCG has designated and hereby grants to WSB three access easements from Old Frankfort Pike along the eastern

boundary of the Premises (the "Eastern Access Easements) as shown in green on Exhibit "A", which shall be maintained by LFUCG. WSB's use of the Eastern Access Easements, which run along a portion of the existing Sanitary Sewers Road (Jimmie Dr.), shall be non-exclusive and shall be limited to access to the Premises, the Truck Turn Around and the Trailer Parking Area by personal vehicles of employees of WSB and its contractors and empty truck trailers which haul Waste from the Transfer Station to the Disposal Site. The Eastern Access Easements shall remain open to passage and use by vehicular traffic and there shall be no parking within the Eastern Access Easements. There shall be no stacking, standing or staging of vehicles within the Access Easements between Old Frankfort Pike and the southern boundary of the Premises.

1.4 Truck Turn-Around and Trailer Parking Area. LFUCG has designated and hereby grants to WSB the right of use of areas identified on Exhibit "B" as the "Truck Turn-Around" and the "Trailer Parking Area," which shall be maintained by LFUCG. WSB's use of the Truck Turn-Around shall be non-exclusive and the area shall remain open to passage and use by vehicular traffic. There shall be no parking within the Truck Turn-Around. A portion of the Truck Turn-Around crosses a tract of land held by the Lexington-Fayette Urban County Government Public Facilities Corporation. The LFUCG Public Facilities Corporation is a party to this Lease Agreement and executes this instrument solely to consent to WSB's use of that portion of the Truck Turn-Around on the property of the Public Facilities Corporation subject to the requirements and limitations set forth in this section. LFUCG has further designated and hereby grants to WSB use of the Trailer Parking Area solely for parking of the trailers which haul Waste from the Transfer Station to the Disposal Site.

2. Transfer Station Operation. WSB shall maintain and operate the Transfer Station for the term hereinafter specified for the purpose of receiving Waste, WSB shall not permit any Waste to remain on the floor or on the ground outside the Transfer Station overnight and shall not permit any Waste to remain on the Premises overnight. If doors are required to be installed, same shall be done at the cost of LFUCG. WSB shall shut the doors when closed for business. The Transfer Station shall be operated by WSB, for LFUCG, in accordance with the terms of the Disposal Agreement and all applicable federal, state and local law and regulation. The Premises shall only be used by WSB as a transfer station for waste handling and recycling (provided, any recycling use shall require written approval of the Commissioner of Environmental Quality & Public Works (the "Commissioner")).

3. Storm Water. WSB agrees to maintain any existing storm water facilities, including any retention basin, water quality basin, or other such facility currently located on the Premises, and further hereby specifically agrees to install at its sole expense any other storm water facilities necessary to comply with any applicable local, state, or federal laws and/or regulations related to storm water originating on or from the Premises. LFUCG represents and warrants that these facilities are presently in good operating condition and repair, and in compliance with all applicable law. This representation and warranty shall survive for a period of one (1) year after WSB takes possession of the Facility.

4. Landscaping. WSB shall maintain the fifteen (15) foot wide landscaping buffer running continuously along the boundary of the Premises parallel to Old Frankfort Pike and running two hundred fifty (250) feet in a northerly direction along the eastern boundary of the Premises. WSB shall maintain plantings within said buffer area as follows: deciduous trees of minimum 1 1/2" caliper on twenty-five (25) foot centers alternating between Group A

and Group C (from the LFUCG Planting Manual under section 18 of the LFUCG Zoning Ordinance) and evergreens with a minimum of five (5) foot height and 1½ caliper placed on fifteen (15) foot center within the buffer and behind the line deciduous trees.

5. Term. Unless terminated earlier pursuant to Section 19 herein, the term of this Agreement shall commence on July 5, 2015, and shall continue in full force and effect until July 4, 2020. Unless either party provides written notice to the other party prior to July 1, 2019 of its intention not to renew this Agreement, this Agreement shall be deemed to have been extended and renewed without any further documentation for an additional five (5) year term, commencing on July 5, 2020, and terminating on July 4, 2025, under the same terms and conditions as provided herein and in the bid documents. The term of this Agreement corresponds directly to the Disposal Agreement.

6. Payments. LFUCG shall pay to WSB during the term of this Agreement fees and reimbursements as provided for, and on the schedule set out, in the Disposal Agreement. WSB shall pay to LFUCG host fees as provided for, and set out in the Disposal Agreement.

7. Taxes. WSB shall pay all applicable taxes or assessments on its use of the Transfer Station and equipment used in conjunction with the Transfer Station, but reserves the right to contest any such levy or assessment.

8. Utilities and Service. The parties agree that all necessary utilities required by WSB for the operation of the Transfer Station are at or in close proximity to the boundary of the Premises. LFUCG hereby grants to WSB the right to construct, at its cost, access to any such utilities across LFUCG property, subject to the approval of the Commissioner, which shall not be unreasonably refused. Likewise, WSB agrees to allow LFUCG to construct utility pipelines and wirelines on or through the Premises, which shall not interfere with the operation of the Transfer

Station, subject to WSB's prior written approval, which shall not be unreasonably refused. WSB shall pay for all utilities and services used or consumed at the Transfer Station during the term of this Agreement.

9. Signage. WSB shall provide reasonable signage to identify the Transfer Station, its operator, hours of operation, emergency phone number, ingress and egress points, subject to the approval of the Commissioner, which approval shall not be unreasonably refused, and further subject to requirements of the Zoning Ordinance as to type, size, content and location.

10. Hours of Operation. WSB shall keep the Transfer Station open to receive Waste Monday through Friday from 6:00 a.m. for at least eleven (11) continuous hours. Saturday operations shall begin at 6:00 a.m. and run for at least six and one-half (6½) continuous hours. Christmas, New Year's Day, Thanksgiving and Independence Day are excluded.

11. Insurance. WSB, at its expense, shall maintain during the term Pollution Liability Insurance with minimum limits of \$5,000,000. Commercial General Liability Insurance with minimum limits of \$2,000,000, including Property Insurance (replacement value), sufficient to repair or replace any damage or destruction resulting from any occurrence covered by such insurance. Automobile Liability Insurance with combined single limits of \$1,000,000 and Workers' Compensation Insurance with minimum limits no less than those prescribed by Kentucky law. All policies shall name "The Lexington Fayette Urban County Government, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successor in interest," as additional insureds on any and all appropriate policies issued. All policies of insurance shall be issued by companies qualified and licensed to do business in the Commonwealth of Kentucky with a rating classification of no less than Excellent (A) and a

financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide. Certificates of Insurance shall provide that coverage shall not be suspended, voided, canceled by either party, reduced in coverage, or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, to Lexington Fayette Urban County Government, Division of Risk Management, 200 East Main Street, Lexington, Kentucky 40507.

12. Indemnification.

12.1 The Risk Management Provisions of RFP No. 50-2014 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to OWNER as required therein.

13. Condition of the Transfer Station; Scales.

(a) WSB shall maintain the Transfer Station and scales in good order, condition, and repair at all times at its own expense. Without limiting the generality of the foregoing, WSB agrees to keep all exterior surfaces of the improvements clean; to keep the inside and outside of all glass in the doors and windows of the improvements clean; to replace promptly with like kind and quality any plate or window glass which may become cracked or broken; to maintain the improvements in a sanitary condition, free of insects, rodents, vermin, and other pests; to keep the Transfer Station free from accumulation of garbage, trash, rubbish, and other refuse, and to provide trash rooms, containers and receptacles therefore to avoid and prevent any objectionable odors; and generally to occupy the Transfer Station and conduct its business in a clean dignified, and orderly manner in accordance with high standards. WSB agrees that LFUCG and/or any representative designated by it shall have the right, at all reasonable times, to inspect and examine the Transfer Station. WSB agrees to

correct any deficiency within ten (10) days (or a reasonable time if such deficiency is not correctable within ten days) after written notice to it from LFUCG.

(b) LFUCG represents and warrants that as of the day WSB takes possession of the Facility that the Transfer Station and scales will be in good order, condition and repair.

(c) WSB shall regularly calibrate the scales consistent with industry standards.

14. Casualty Damage. In the event that all or any portion of the improvements on the Transfer Station are damaged or destroyed by fire or other casualty, WSB shall promptly repair or replace the improvements and restore them to as good a condition as existed before the damage. Any insurance proceeds payable to LFUCG or WSB shall be made available to WSB for the purpose of replacement or repair.

15. Covenants of LFUCG. LFUCG warrants and covenants to WSB the following, each of which is deemed a material inducement for the execution of this agreement:

(a) The LFUCG has fee simple title to the Facility and full right, power and authority to enter into this Agreement.

(b) The LFUCG will keep WSB in full, complete and peaceful possession of the Facility during the existence of this Agreement, so long as WSB is not in default.

16. Equipment. WSB may install any equipment and fixtures at the Facility it deems necessary or desirable for the conduct or operation of its business. WSB may, within thirty (30) days after termination or cancellation of this Agreement, remove any rolling stock, vehicles and equipment not attached to the Facility so as to make them a fixtures, so long as the removal does not damage the structure of the Facility.

17. Remodeling. At any time from time to time, WSB, at its sole cost and expense, may remodel the interior of the improvements as it deems necessary or convenient for the conduct of its operation subject to the prior written approval of the Commissioner, which approval shall not be unreasonably withheld.

18. Disposal Agreement. The Disposal Agreement and all incorporated documents thereto are incorporated herein by reference. Terms which are capitalized in this Agreement and which are not specifically defined herein shall have the meanings ascribed to them in the Disposal Agreement.

19. Termination. Either party may terminate this Agreement upon an Event of Default under this Agreement and failure to cure pursuant to Section 21 below by the other party.

20. Default. For purposes of this Agreement, an Event of Default with respect to either party shall exist if any of the following events occur: (i) such party breaches or otherwise fails to observe any of the material terms or provisions of this Agreement; (ii) such party shall breach any material covenants, representations, or warranties in this Agreement; (iii) WSB becomes bankrupt, insolvent, or makes an assignment for the benefit of creditors; or (iv) an Event of Default under the Disposal Agreement occurs.

21. Obligation to Cure Default. Prior to a party exercising its termination rights pursuant to Section 19, the non-defaulting party shall notify the defaulting party of the default. Each party shall in the case of any default of its obligations under this Agreement either (i) cure the default within thirty (30) days of receipt of written notice from the non-defaulting party, or (ii) continuously demonstrate within such cure period that it is actively and continuously pursuing a course of action that can reasonably be expected to lead to a curing of the default (the thirty (30) day period will be extended for so long as the defaulting party is actively and

continuously pursuing such a course); provided, however, that in the event of the failure of any party to pay the other party any sum required to be paid when due hereunder, cure shall consist of payment which shall be made within fifteen (15) days of written demand from the non-defaulting party, together with interest accruing at the legal rate from the date payment was due.

22. Notices. Any written notice required herein shall be sufficient if sent by certified mail to the following:

(a) LFUCG: Commissioner of Environmental Quality & Public Works
Lexington Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507

(b) WSB: Waste Services of the Bluegrass, Inc.
259 West Short Street, Suite 325
Lexington, KY 40507
Attention: W. Todd Skaggs, President

Hon. John A. Webb
McKenzie, Woolery & Webb, P.S.C.
P.O. Box 1554
1932 Carter Avenue
Ashland, KY 41105-1554

23. Non-Waiver. Each act of default by either LFUCG or WSB shall be a separate occurrence, and waiver or extension of time to cure same on one occasion shall not be deemed a waiver or extension of any subsequent default.

24. Recording. On even date herewith, the parties shall execute a Memorandum of Lease, in the form attached as Exhibit "C" and made a part hereof by reference, for the purpose of recordation. All costs associated with the recordation of the Memorandum of Lease shall be paid by WSB.

The foregoing Lease Agreement was produced and acknowledged before me this the 19th day of March, 2015, by Jim Gray, Mayor of LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, who acknowledged that he had full authority to act on behalf of the said LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.

My Commission expires November 10, 2016.

Meredith Elaine Nelson
NOTARY PUBLIC, STATE AT LARGE #476523

STATE OF Kentucky)
COUNTY OF Fayette) : SS

The foregoing Lease Agreement was produced and acknowledged before me this the 19th day of March, 2015, by William O'Mara Finance Commissioner LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION, who acknowledged that he had full authority to act on behalf of the said LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION

My Commission expires November 10, 2016.

Meredith Elaine Nelson #476523
NOTARY PUBLIC, STATE AT LARGE

STATE OF Kentucky)
COUNTY OF Fayette) : SS

The foregoing Lease Agreement was produced and acknowledged before me this the 3rd day of March, 2015, by W. TODD SKAGGS as PRESIDENT of WASTE SERVICES OF THE BLUEGRASS, INC., a Kentucky corporation, on behalf of the said corporation.

My Commission expires February 15, 2016.

Ravin W. Morris
NOTARY PUBLIC, STATE AT LARGE



DANERS CERTIFICATION
 I, DANERS, COUNTY ENGINEER, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PLANNED PROJECT AND THE SUBDIVISION THEREOF, AS SHOWN ON THE ATTACHED MAP, ARE IN ACCORDANCE WITH THE PROVISIONS OF THE ZONING AND SUBDIVISION ACTS OF THE COMMONWEALTH OF KENTUCKY, AND THAT THE PROJECT AND SUBDIVISION MEET ALL THE REQUIREMENTS OF SAID ACTS. THE PROJECT AND SUBDIVISION ARE IN ACCORDANCE WITH THE PROVISIONS OF THE ZONING AND SUBDIVISION ACTS OF THE COMMONWEALTH OF KENTUCKY, AND THAT THE PROJECT AND SUBDIVISION MEET ALL THE REQUIREMENTS OF SAID ACTS.

GENERAL ENGINEERING CERTIFICATION
 I, DANERS, COUNTY ENGINEER, DO HEREBY CERTIFY THAT THE SUBDIVISION OF THE ABOVE DESCRIBED PLANNED PROJECT AND THE SUBDIVISION THEREOF, AS SHOWN ON THE ATTACHED MAP, ARE IN ACCORDANCE WITH THE PROVISIONS OF THE ZONING AND SUBDIVISION ACTS OF THE COMMONWEALTH OF KENTUCKY, AND THAT THE PROJECT AND SUBDIVISION MEET ALL THE REQUIREMENTS OF SAID ACTS.

PLANNING ENGINEERING CERTIFICATION
 I, DANERS, COUNTY ENGINEER, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PLANNED PROJECT AND THE SUBDIVISION THEREOF, AS SHOWN ON THE ATTACHED MAP, ARE IN ACCORDANCE WITH THE PROVISIONS OF THE ZONING AND SUBDIVISION ACTS OF THE COMMONWEALTH OF KENTUCKY, AND THAT THE PROJECT AND SUBDIVISION MEET ALL THE REQUIREMENTS OF SAID ACTS.

f-2911-1000
 S.L.A.

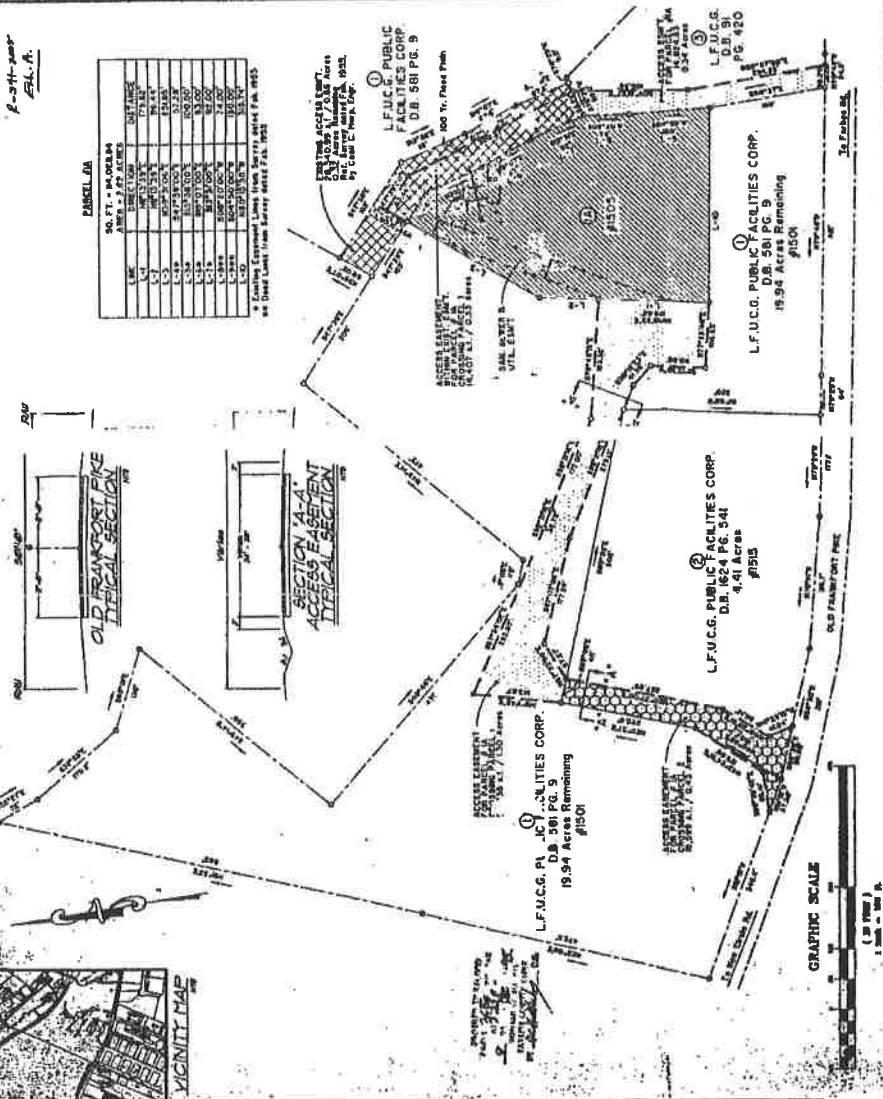


TABLE A
 90 FT. - PARALLEL
 ADJACENT LINES

LINE	ADJACENT LINES	DISTANCE
1-1	1-2	17.85'
1-2	1-3	17.85'
1-3	1-4	17.85'
1-4	1-5	17.85'
1-5	1-6	17.85'
1-6	1-7	17.85'
1-7	1-8	17.85'
1-8	1-9	17.85'
1-9	1-10	17.85'
1-10	1-11	17.85'
1-11	1-12	17.85'
1-12	1-13	17.85'
1-13	1-14	17.85'
1-14	1-15	17.85'
1-15	1-16	17.85'
1-16	1-17	17.85'
1-17	1-18	17.85'
1-18	1-19	17.85'
1-19	1-20	17.85'
1-20	1-21	17.85'
1-21	1-22	17.85'
1-22	1-23	17.85'
1-23	1-24	17.85'
1-24	1-25	17.85'
1-25	1-26	17.85'
1-26	1-27	17.85'
1-27	1-28	17.85'
1-28	1-29	17.85'
1-29	1-30	17.85'
1-30	1-31	17.85'
1-31	1-32	17.85'
1-32	1-33	17.85'
1-33	1-34	17.85'
1-34	1-35	17.85'
1-35	1-36	17.85'
1-36	1-37	17.85'
1-37	1-38	17.85'
1-38	1-39	17.85'
1-39	1-40	17.85'
1-40	1-41	17.85'
1-41	1-42	17.85'
1-42	1-43	17.85'
1-43	1-44	17.85'
1-44	1-45	17.85'
1-45	1-46	17.85'
1-46	1-47	17.85'
1-47	1-48	17.85'
1-48	1-49	17.85'
1-49	1-50	17.85'
1-50	1-51	17.85'
1-51	1-52	17.85'
1-52	1-53	17.85'
1-53	1-54	17.85'
1-54	1-55	17.85'
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1-56	1-57	17.85'
1-57	1-58	17.85'
1-58	1-59	17.85'
1-59	1-60	17.85'
1-60	1-61	17.85'
1-61	1-62	17.85'
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1-63	1-64	17.85'
1-64	1-65	17.85'
1-65	1-66	17.85'
1-66	1-67	17.85'
1-67	1-68	17.85'
1-68	1-69	17.85'
1-69	1-70	17.85'
1-70	1-71	17.85'
1-71	1-72	17.85'
1-72	1-73	17.85'
1-73	1-74	17.85'
1-74	1-75	17.85'
1-75	1-76	17.85'
1-76	1-77	17.85'
1-77	1-78	17.85'
1-78	1-79	17.85'
1-79	1-80	17.85'
1-80	1-81	17.85'
1-81	1-82	17.85'
1-82	1-83	17.85'
1-83	1-84	17.85'
1-84	1-85	17.85'
1-85	1-86	17.85'
1-86	1-87	17.85'
1-87	1-88	17.85'
1-88	1-89	17.85'
1-89	1-90	17.85'
1-90	1-91	17.85'
1-91	1-92	17.85'
1-92	1-93	17.85'
1-93	1-94	17.85'
1-94	1-95	17.85'
1-95	1-96	17.85'
1-96	1-97	17.85'
1-97	1-98	17.85'
1-98	1-99	17.85'
1-99	1-100	17.85'



LEXINGTON-FAYETTE URBAN
 COUNTY GOVERNMENT
 DEPARTMENT OF PUBLIC WORKS
 DIVISION OF ENGINEERING

FINAL RECORD PLAT
 of the LEX-FAYETTE URBAN CO GOV'T. / L.F.U.C.C.
 PUBLIC FACILITIES CORPORATION
 (PROPOSED TRANSFER STATION SITE)
 prepared as shown on Sheet 1 & 2 of the Record Plat

EXHIBIT A