Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Docket

Tuesday, September 16, 2025

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

I. Public Comment - Issues on Agenda

II. Requested Rezonings/ Docket Approval

III. Approval of Summary

a **0890-25** Table of Motions: Council Work Session, September 9, 2025

Attachments: TOM 090925

IV. Budget Amendments

V. Budget Adjustments - For Information Only

VI. New Business

VII. Communications From the Mayor - Appointments

VIII. Communications From the Mayor - Donations

IX. Communications From the Mayor - Procurements

X. Continuing Business/ Presentations

a **0882-25** Neighborhood Development Funds, September 16, 2025

Attachments: NDF List 9.16.25

b **0891-25** Summary: Budget, Finance, and Economic Development Committee, August 19, 2025

Attachments: 8-19-25 Meeting Summary
IDB Ordinance replacement .1
IRB Policies Guidelines 8-6-25 .5
Resolution increasing downtown area .1

c **0892-25** Presentation: Fayette County Conservation District Annual Report

Attachments: FY2025 Annual Report with Presenter

d **0893-25** Presentation: The Plan for Lexington's New Government Center

Attachments: (9.10)FINAL-GC_9.16 Worksession Slides

XI. Council Reports

XII. Public Comment - Issues Not on Agenda

XIII. Adjournment

Administrative Synopsis - New Business Items

a **0690-25** Authorization to execute a Memorandum of Understanding with Fayette County Public Schools (FCPS) for transportation services during the 2025-2026 academic school year (a period of approximately 177 school days) for students and children enrolled in the Family Care Center's Parent Education Program. At an estimated cost of $92,521.44. Funds are budgeted. (L0690-25) (Horton-Holt/Allen-Bryant)

Attachments: 0690-25 Bluesheet Memo FCPS MOU 25-26 Transportation
2025-2026 FCPS-FCC Bus Transportation MOU
FCC FCPS Bus contract issue RE_ Legistar 0690-25

b **0843-25** Authorization to execute a Purchase of Service Agreement with Frontrunners Lex to support the annual Pride Run on September 20, 2025. At a cost of $2,000. Funds are budgeted. (L0843-25) (Cammack/Scott)

Attachments: Frontrunners Lex Agreement Memo
Frontrunners Lex Pride Run signed by JTS
RESO 0843-25 PSA with Frontrunners Lex for Pride Run 2025 4914-6709-41

c **0845-25** Authorization to enter into a 12-month Purchase of Service Agreement and related Lease Agreements for animal control services with Lexington-Fayette Animal Care and Control, LLC beginning on July 1, 2025. The cost for FY26 is $2,350,000. Funds are budgeted. (L0845-25)(Armstrong)

Attachments: Animal Care and Control Blue Sheet Memo FY'26
FY'26 Animal Care & Control Purchase of Service Agreement
FY'26 Animal Care & Control Vehicle Lease Agreement
FY'26 Animal Care & Control Vehicle Exhibit A
Addendum
RESO 0845-25 Animal Care and Control PSA and Vehicle Lease Agreement

d **0847-25** Authorization to renew the utility franchise agreement with Kentucky American Water for an additional five (5) year term, through January 20, 2031, pursuant to the terms of the franchise agreement and Ordinance No.144-15. This would be Kentucky American Water's second renewal. No budgetary impact. (L0847-25)(Ford)

Attachments: Memo KAWC Franchise Renewal Extension.docx
KAWC Franchise Agreement Contract #10-2016.pdf
KY American Water Ordinance #144-15.pdf
RESO 0847-25 KAW Franchise Renewal 4936-3057-5719 v.1.doc

e **0848-25** Authorization to submit a grant application and accept award, if offered for a total of $179,625.00 to the U.S. Department of Justice under the Edward Byrne Memorial Justice Assistance Grant Program in FY 2026. The funds would be used for training and equipment for the Police Department. No matching funds are required. (L0848-25)(Weathers/Armstrong)

Attachments: 26-Blue Sheet Memo JUST_ASST

f **0851-25** Authorization to execute a memorandum of understanding with Fayette County Public Schools for the use of the Charles Young Center to serve as an emergency shelter if requested for students and staff of the Hub for Innovative Learning and Leadership in the event of an emergency, for a term of one year and will be automatically renewed each year unless terminated. No budgetary impact. (L0851-25)(Allen-Bryant)

Attachments: 0851-25 Bluesheet Memo FCPS MOU for use of Charles Young Center
FCPS MOU for using Charles Young Center as emergency shelter for the HIL

g **0852-25** Authorization to execute a vendor agreement with Environmental Enterprises, Inc., pursuant to RFP#21-2025 for disposal costs associated with Household Hazardous Waste collection. At a cost of $220,000. Funds are budgeted. (L0852-25)(Baldon/Albright)

Attachments: 26-Blue Sheet Memo Environmental Enterprises
Household Haz Waste Contract to be signed between EEI and LFUCG
Environmental Enterprises bid 2025
HHW Price Sheet
RFP Pkg 21-2025

h **0858-25** Authorization to execute an amendment to the agreement with the Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. (CAC), to provide early childhood care services (Reso 371-2025). The amendment updates the terms in Section I. Term, Renewal and Termination for Cause and Convenience and Section II. Provider's Obligations to comply with all applicable Federal anti- discrimination laws. No budgetary impact. (L0858-25)(Horton-Holt/Allen-Bryant)

Attachments: 26-Blue Sheet Memo EHS Amendment
CAC Head Start Amendment for Mayor Signature

i **0859-25** Authorization to execute Change Order #1 with Geospecialties, LLC (d.b.a. Guardian Fence and Construction) in the amount of $276,900 for the Jacks Creek Pike Slope Repairs (contract# 210-2025), increasing the total amount from $849,525.00 to $1,126.425.00. To provide additional funding for more equipment, a larger benching area to perform work, increased soil reinforcement and the introduction of micropiles for additional long-term stability. Budget amendment in process. (L0859-25) (Albright)

Attachments: Bluesheet Memo Jacks Creek Pike Slope Repairs CO1.pdf
Contract History Form - Jacks Creek Pike Slope Repairs CO1.pdf
Contract CO - Jacks Creek Pike Slope Repairs CO1.pdf

j **0861-25** Authorization to approve the third annual renewal of contract #291-2022 with Hazen and Sawyer for the Sanitary Sewer Remedial Measures Plan Program Management Consulting Services. At a cost of $900,000.00. Funds are budgeted. (L0861-25)(Martin/Albright)

Attachments: Blue Sheet Memo
Hourly Rates (2)

k **0863-25** Authorization to approve the third annual renewal of Sanitary Sewer Monitoring and Alarm Equipment Services (Contract #149-2022) with ADS Environmental Services, for sewer overflow monitoring/reporting services, at an annual cost of $95,808. Funds are budgeted. (L0863-25)(Martin/Albright)

Attachments: Blue Sheet Memo
2025 Lexington Contract 5 years
C-149-2022 (1)

l **0864-25** Authorization to proceed with the annual Urban Service Changes Process for 2025 in accordance with the proposed schedule. The public hearing will be on November 18, 2025 at 3:00p.m. during Council Work Session. No budgetary impact. (L0864-25)(Albright)

Attachments: Bluesheet Memo USC Schedule 2025.pdf
USC Schedule 2025.pdf

m **0865-25** Authorization to abolish two (2) classified positions of Public Service Worker Sr. (Grade 510N) and create two (2) unclassified positions of Sewer Line Maintenance Technician Apprentice (Grade 509N) in the Division of Water Quality, effective upon passage of Council. This has a 12-month future cost savings of $2,064.74. (L0865-25) (George/Hamilton)

Attachments: Bluesheet Memo 26-0004
From to 26-0004
HR Fiscal Impact- 26-0004

n **0866-25** Authorization to abolish one (1) classified position of Public Service Worker Sr. (Grade 510N) and create one (1) unclassified position of Sewer Line Maintenance Technician Apprentice II (Grade 512N) in the Division of Water Quality, effective upon passage of Council. This has a 12-month future impact of $4,909.67. (L0866-25) (George/Hamilton)

Attachments: Bluesheet Memo 26-0003
From to 26-0003
HR Fiscal Impact- 26-0003

o **0867-25** Authorization to execute an agreement with Centurisk for property valuation services related to our on-site property appraisals. Physical evaluations of our insurable properties (buildings) are necessary every 5 years to accurately market the commercial insurance coverage for LFUCG's property, fire, and casualty insurance policy. The cost of this agreement is $39,990. Funds are budgeted. (L0867-25) (George/Hamilton)

Attachments: Bluesheet Memo 26-00015
Centurisk Proposal - SOW - Lexington Fayette Urban County Government - 0

p **0868-25** Authorization to execute a Special Event Contract with Keeneland for the Lexington Police Department's annual Police Holiday Dinner for employees on Sunday, December 7, 2025. Cost for this event will be covered by the Citizen's Police Academy Alumni Association (CPAAA). No budgetary impact. (L0868-25)(Weathers/Armstrong)

Attachments: Cover Memo - Keeneland - Special Event Contract.pdf
Keeneland - Special Event Contract.pdf

q **0869-25** Authorization to amend Resolution #466-2020(Citation Boulevard Phase IIIA), increasing the Right-of-Way maximum expenditures from $1,446,000 to $2,756,000, a total increase of $1,310.000 and to execute a Settlement Agreement with Oakbrook Properties, LLC and Trilogy Healthcare of Fayette III, LLC for acquiring the necessary Right-of-Way for the construction of the extension of Winburn Way and Citation Boulevard Phase III-A&B (Parcel 136-Citation Boulevard Phase IIIA). Funds are budgeted. (L0869-25)(Burton/Albright)

Attachments: Bluesheet Memo Citation Boulevard Phase IIIA - ROW Increase - Trilogy_Oak
Trilogy Settlement Agreement (executed by Trilogy and Oakbrook) .1 . 4918-1
NEW-STAKE - DRAFT_Rev 11152024 Par 136 - Public Acquisition Plat-PAR
Trilogy - The Willows Utility Relocation (Revision1) - Signed.pdf

r **0870-25** Authorization to approve a FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Willow Oak Homeowners Associations, Inc. in the amount of $39,000.00 to complete a feasibility study to determine green nature-based approaches to stormwater management. Funds are budgeted. (L0870-25)(Martin/Albright)

Attachments: Blue Sheet Memo
FY26 Class A Neigborhood Willow Oaks HOA, Inc. GAA ATTACHMENT A_G
FY 2026 Willow Oak HOA - Council Map

s **0871-25** Authorization to approve a FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for WaterwaysLex, Inc. in the amount of $20,836.25 to support the 2026 Watershed Summit, educational outreach opportunities, and a WaterwaysLex Steering Committee. Funds are budgeted. (L0871-25) (Martin/Albright)

Attachments: Blue Sheet Memo
FY26 Class A Neigborhood WaterwaysLex, Inc. GAA ATTACHMENT A_Gran
FY26 WaterwaysLex, Inc. - Council Map

t **0872-25** Authorization to approve a FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Lake Crossing Homeowners Association, Inc. in the amount of $18,920.00 to replace invasive species with a variety of native trees and shrubs that are better suited to the local environment and contribute to the restoration of the canopy and improvement of stormwater runoff. Funds are budgeted. (L0872-25)(Martin/Albright)

Attachments: Blue Sheet Memo
FY 2026 Lake Crossing HOA - Council Map
FY26 Lake Crossing Homeowner's Association, Inc GAA ATTACHMENT A_G

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0890-25

File ID:	0890-25	**Type:**	Summary	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	09/11/2025
File Name:	Table of Motions: Council Work Session, September 9, 2025			**Final Action:**	

Title: Table of Motions: Council Work Session, September 9, 2025

Notes:

Sponsors:

Enactment Date:

Attachments: TOM 090925

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0890-25

Title

Table of Motions: Council Work Session, September 9, 2025

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
September 9, 2025

Mayor Gorton called the meeting to order at 3:00 p.m. Council Members Wu, Brown, Ellinger II, Morton, Lynch, LeGris, Curtis, Sheehan, Higgins-Hord, Hale, Beasley, Sevigny, and Reynolds were present. Council Members Baxter and Boone were absent.

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

Motion by Wu to approve the September 11, 2025 Council Meeting Docket. Seconded by Curtis. Motion passed without dissent.

III. Approval of Summary

Motion by Ellinger II to approve the August 26, 2025 Work Session Summary. Seconded by Curtis. Motion passed without dissent.

IV. Budget Amendments

Motion by Wu to approve Budget Amendments. Seconded by Sevigny. Motion passed without dissent.

V. Budget Adjustments – For Information Only

VI. New Business

Motion by Sevigny to approve New Business. Seconded by Ellinger II. Motion passed without dissent.

Motion by Reynolds to remove items u and v from New Business. Seconded by Ellinger II. Motion failed 1 – 12 (Yes: Reynolds. No: Beasley, Brown, Curtis, Ellinger II, Hale, LeGris, Lynch, Morton, Sevigny, Sheehan, Wu, Higgins-Hord.)

VII. Communications from the Mayor- Appointments

Motion by Wu to approve Communications from the Mayor- Appointments. Seconded by Ellinger II. Motion passed 12 – 0. Hale recused.

VIII. Communications from the Mayor- Donations

IX. Communications from the Mayor- Procurements

Motion by Curtis to approve Communications from the Mayor- Procurements. Seconded by Sevigny. Motion passed without dissent.

X. Continuing Business/Presentations

Sheehan, GGP Chair, provided a summary of the July 1, 2025 General Government and Planning Committee Meeting.

XI. Council Reports

XII. Public Comment – Issues Not on Agenda

Motion by Brown to enter closed session pursuant to KRS 61.810(1)(m) to discuss a public record or records exempted from disclosure pursuant to KRS 61.878(1)(m) based on a reasonable likelihood of threatening public safety if disclosed. Seconded by Curtis. Motion passed without dissent.

Motion by Wu to return from closed session. Seconded by Sevigny. Motion passed without dissent.

XIII. Adjournment

Motion by Sevigny to adjourn at 5:16 p.m. Seconded by Curtis. Motion passed without dissent.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0882-25

File ID:	0882-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Chief Administrative Officer
				File Created:	09/10/2025
File Name:	NDF List 9/16/25			**Final Action:**	
Title:	Neighborhood Development Funds, September 16, 2025				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	NDF List 9.16.25			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0882-25

Title

Neighborhood Development Funds, September 16, 2025

..Summary

Organization:

LFUCG - Partners for Youth

Philemon Johnson

1101-133005-0001-75101

Lexington, KY

Purpose:

To help with costs related to the Partners for Youth Spotlight on Youth talent show

Amount:

$ 600.00

Organization:

Chenault Road Neighborhood Association

Cullen Sheppard

203 Chenault Rd.

Lexington, KY 40502

Purpose:

For the benefit of the Chenault Road triangle landscaping

Amount:

$ 1,000.00

Organization:

YMCA of Central KY

Stephanie Arnold

381 W. Loudon Ave.

Lexington, KY 40508

Purpose:

For out of school time food bags fro families enrolled in the after school program from Mary Todd Elementary

Amount:

$ 1,000.00

Organization:

LFUCG - Parks and Recreation

Lily Robertson

1101-707603-7235-46720-775

Lexington, KY

Purpose:

For rental of the showmobile for Athens-Childsburg Elementary school fall festival hosted by the PTA

Amount:

$ 240.00

Organization:

Beaumont Residential Association

Syd Egenhauser

PO Box 910098

Lexington, KY 40591

Purpose:

For the Beaumont Residential Association neighborhood-wide annual event for all residents that offers food and entertainment

Amount:

$ 1,000.00

Organization:

Pearlz of Wisdom Inc.

Martha Crumbie

513 Dover Rd.

Lexington, KY 40505

Purpose:

To assist with the youth service learning program

Amount:

$ 500.00

Organization:

Hill N Dale Neighborhood Association
Gail Lightner
279 Clearview Dr.
Lexington, KY 40503

Purpose:

For the Fall festival in September to be used for food, arts and crafts supplies, inflatable rentals, chairs and tables

Amount:

$ 1,000.00

Organization:

YMCA of Central KY
381 W. Loudon Ave.
Lexington, KY 40508
Stephanie Arnold

Purpose:

Funds will be used for out of school time bags for families enrolled in their no cost after school program

Amount:

$ 1,100.00

Organization:

Foundation for Latin American Culture and Arts
616 Wellington Way, Ste. D
Lexington, KY 40503
Betty Abdmishani

Purpose:

For the annual Festival Latino and Community Health Fair

Amount:

$ 2,400.00

Organization:

Lexington African-American Sports Hall of Fame
1588 Leestown Rd. Ste. 130-312
Lexington, KY 40511
Jennifer Jones

Purpose:

For one of three supplemental scholarships to a Lexington graduating high school student athlete

Amount:

$ 2,500.00

Neighborhood Development Funds
September 16, 2025
Work Session

Amount	Recipient	Purpose
$ 600.00	LFUCG - Partners for Youth Philemon Johnson 1101-133005-0001-75101 Lexington, KY	To help with costs related to the Partners for Youth Spotlight on Youth talent show
$ 1,000.00	Chenault Road Neighborhood Association Cullen Sheppard 203 Chenault Rd. Lexington, KY 40502	For the benefit of the Chenault Road triangle landscaping
$ 1,000.00	YMCA of Central KY Stephanie Arnold 381 W. Loudon Ave. Lexington, KY 40508	For out of school time food bags fro families enrolled in the after school program from Mary Todd Elementary
$ 240.00	LFUCG - Parks and Recreation Lily Robertson 1101-707603-7235-46720-775 Lexington, KY	For rental of the showmobile for Athens-Childsburg Elementary school fall festival hosted by the PTA
$ 1,000.00	Beaumont Residential Association Syd Egenhauser PO Box 910098 Lexington, KY 40591	For the Beaumont Residential Association neighborhood-wide annual event for all residents that offers food and entertainment
$ 500.00	Pearlz of Wisdom Inc. Martha Crumbie 513 Dover Rd. Lexington, KY 40505	To assist with the youth service learning program
$ 1,000.00	Hill N Dale Neighborhood Association Gail Lightner 279 Clearview Dr. Lexington, KY 40503	For the Fall festival in September to be used for food, arts and crafts supplies, inflatable rentals, chairs and tables
$ 1,100.00	YMCA of Central KY 381 W. Loudon Ave. Lexington, KY 40508 Stephanie Arnold	Funds will be used for out of school time bags for families enrolled in their no cost after school program
$ 2,400.00	Foundation for Latin American Culture and Arts 616 Wellington Way, Ste. D Lexington, KY 40503 Betty Abdmishani	For the annual Festival Latino and Community Health Fair
$ 2,500.00	Lexington African-American Sports Hall of Fame 1588 Leestown Rd. Ste. 130-312 Lexington, KY 40511 Jennifer Jones	For one of three supplemental scholarships to a Lexington graduating high school student athlete

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0891-25

File ID:	0891-25	**Type:**	Summary	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	09/11/2025
File Name:	Summary: Budget, Finance, and Economic Development Committee, August 19, 2025			**Final Action:**	
Title:	Summary: Budget, Finance, and Economic Development Committee, August 19, 2025				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	8-19-25 Meeting Summary, IDB Ordinance replacement .1, IRB Policies Guidelines 8-6-25 .5, Resolution increasing downtown area .1			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0891-25

Title

Summary: Budget, Finance, and Economic Development Committee, August 19, 2025

Budget, Finance & Economic Development Committee
August 19, 2025
Summary and Motions

Chair James Brown called the meeting to order at 1:01 p.m. Vice Mayor Dan Wu and Council Members Chuck Ellinger, Shayla Lynch, Hannah LeGris, Liz Sheehan, Whitney Baxter, Dave Sevigny, and Jennifer Reynolds were in attendance. Council Members Tyler Morton, Emma Curtis, and Amy Beasley were also present as non-voting members.

I. Approval of June 24, 2025 Committee Summary

A motion by Wu to approve the June 24, 2025, Committee Summary, seconded by LeGris, the motion passed without dissent.

II. Monthly Financial Update – July 2025

Commissioner Hensley and Directors Holbrook and Lueker presented on the monthly financials. Revenue collections are on budget throughout period 1. Some sources have not yet been reported due to manual journal entries, which are typical early in the fiscal year and will be resolved as the yet due to manual journal entries, which are typical early in the fiscal year and will resolve as FY25 closing processes are completed. Personnel variances continue to fluctuate due to end-of-year adjustments, especially with annual accruals and benefit entries. Any salary savings will be used to meet seasonal overtime demands, generally experienced during the fall, as well as Council-approved budget actions and priorities. The operating variance is typically experienced during the fall, as well as supporting Council-approved artificially inflated amounts due to delayed invoicing of the $1.1 million medical contract in Community Corrections. No action was taken on this item.

III. Bluegrass Area Development District (BGADD)

Michael Buschmann, Chief Financial Officer of Bluegrass Area Development District (BGADD), presented an annual update to the Committee. The purpose and mission of BGADD is to enhance the economy of communities through planning to maximize resources, projects to promote development, and programs to improve the quality of life for the citizens of the region. Success is accomplished by not creating the best cities in the Bluegrass but by creating the best Bluegrass for our cities.

BGADD is the U.S. Economic Development Administration-designated economic development district for central Kentucky, which is a regionally driven plan for economic growth and resilience guided by public and private investments across the 17-county Bluegrass region. This designation helps prioritize projects in local and regional planning efforts, guides recovery, diversification, and innovation.

In addition to economic development, BGADD provides workforce and community planning services and houses the Area Agency on Aging and Independent Living. In the last program year from July 1, 2024, to June 30, 2025, BGADD had 112 workforce related clients with a total investment of $224,207.85. The Kentucky Career Center - Bluegrass/ American Job Center is located at 2473 Fortune Drive and received its certification as a comprehensive site in November 2024. It is the only comprehensive center in Central Kentucky and houses: workforce services, career development office, assistance for veterans, office of vocational rehabilitation, and the childcare Council of Kentucky.

BGADD advocates for seniors on a state and federal level and served 196 seniors and caregivers from Fayette County in aging programs last year. In addition, they served 60 people for homecare services, 3,268 at the senior center, 349 for meals, 86 for caregivers, 43 for grandparents, and 13 for caregiver grandparents. BGADD community planning consists of working with partners on transportation planning and regional collaboration. In FY2025, BGADD administered over $191,500,000 in grant and loan funding across the 17-county region. No action was taken on this item.

IV. Regional Business Park Authority Update

Lucas Witt, Co-Founder and Partner of MWM Consulting, presented an update on the regional business park authority. The Central Kentucky Business Park Authority (CKBPA) Board of Directors consists of members from Lexington-Fayette County, Scott County Fiscal Court, Madison County Fiscal Court, the City of Berea, and consultants.

The CKBPA has been working on establishing the Triple Crown Business Park in Berea, KY. The site has 200 to 300 developable acres, is a zone for heavy industrial business, is less than 2 miles from Interstate 75, and all utilities are on site or within proximity. Current actions of the Triple Crown Business Park include initiating an engineering RFP for engineering services in August 2025 and applying for Kentucky Product Development Initiative (KPDI) 2024 round 2 funds in September. The CKBPA has already applied for congressional funding to support site development and is actively meeting with national site selectors to share the opportunity and property details.

Another real estate project has been assigned to the CKBPA by the Madison County Fiscal Court and is under a purchase and sale agreement with a private owner. The northern Madison County Site is 810 acres, is in an agricultural business zone, and has direct access to US Highway 25 to Interstate 75. All utilities are at or near the site with a clear path established to help all utilities meet the needs of industrial-sized users. The CKBPA will apply for KPDI 2024 round 2 funds in September and is actively meeting with national site selectors to share the opportunity and property details.

Next steps for the CKBPA are to hold regular meetings with real estate brokers and site selectors to increase awareness of opportunities and create a strategic plan for the authority, including items like mission and vision, community and industry overview, site analysis, market analysis, strategies and initiatives, and implementation planning. No action was taken on this item.

V. Industrial Revenue Bond Policies and Procedures

Craig Bencz, Senior Administrative Officer, presented an update on Industrial Revenue Bond (IRB) Policies and Procedures. Industrial Revenue bonds are to be used to improve economic development, to relieve unemployment, and to encourage the increase of industry. LFUCG can issue bonds to finance the development or expansion of "industrial buildings" as defined by state law. These bonds are not the general obligation of LFUCG, an indebtedness of LFUCG, or backed by a pledge of LFUCG's credit. LFUCG typically sees requests for IRB in one of two forms: requests for bonds to assist with financing a project, typically at a lower interest rate, and a leaseback arrangement in which LFUCG also takes ownership of the property to provide certain ad valorem tax benefits.

The IRB policy review is to review policies to allow for housing under some circumstances, maintain requirements for job creation or evidence of strong economic development resulting directly from the project, and consider expanding the defined area of IRB applications to include the entire Urban Service Boundary. LFUCG has two types of bond types: traditional IRB, which is essentially a loan agreement, and a leaseback IRB, which shows property ownership of LFUCG and is not subject to property tax for the length of the IRB agreement.

Policy amendments for IRB are to update focuses on the leaseback model, and improvements are to require pre-application meetings, obtain input from LFUCG staff and taxing district representatives, negotiate with taxing district representatives, and a formal IRB application begins after payment in lieu of taxes (PILOT) agreements are in place with taxing districts. Leaseback IRBs with a housing component are required to be mixed-use with the creation of jobs onsite, 20% of proposed housing units must be affordable (80% of AMI) to receive a 15-year leaseback IRB incentive, and 20% of proposed housing units must be workforce housing (80.1 - 100% of AMI) to receive a 10-year leaseback IRB incentive. The area eligible for IRBs is amended to include the urban service area.

A motion by Baxter to approve the amended Industrial Revenue Bond Policies and Procedures ordinance, policy and resolution, seconded by Sevigny, the motion passed without dissent.

VI. Adjournment

A motion by Brown to adjourn at 2:45pm, seconded by Ellinger, the motion passed without dissent.

ORDINANCE NO. _____ - 2025

AN ORDINANCE AMENDING AND REPLACING ORDINANCE NO. 203-80, AS AMENDED BY ORDINANCE NO. 59-81; ORDINANCE NO. 103-86; ORDINANCE NO. 237-93; ORDINANCE NO. 52-94; ORDINANCE NO. 18-96; ORDINANCE NO. 180-2009; ORDINANCE NO. 152-2013; ORDINANCE NO. 160-2014, WHICH AMENDED ORDINANCE NO. 152-2013; ORDINANCE NO. 57-2017, WHICH AMENDED ORDINANCE NO. 160-2014; ORDINANCE NO. 26-2020; AND ORDINANCE NO. 142-2022, RELATING TO INDUSTRIAL REVENUE BONDS AND THE ECONOMIC DEVELOPMENT INVESTMENT BOARD.

BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - Chapter 103 of the Kentucky Revised Statutes authorizes the Urban County Government to issue Industrial Building Revenue Bonds in order to promote local economic development through the introduction, retention and expansion of business and industry. The Urban County Government will issue Industrial Revenue Bonds only for projects located in Fayette County and encourages the use of local and Kentucky bond counsel, architects, engineers, contractors and the like in the development of the project.

Section 2 - The Urban County Government will issue said bonds only through the loan agreement format authorized in KRS Chapter 103, rather than by the lease or installment sale format, also authorized therein, unless the Urban County Government determines that special and compelling circumstances exist to justify the different format, including, without limitation, significant job creation or evidence of strong economic development resulting directly from the project.

Section 3 - The Urban County Government, as consideration for the issuance of such bonds and the use of the proceeds to finance a qualified project, will enter into a loan agreement with a successful applicant. The applicant will acknowledge its obligations under the agreement by a note which will require payments of principal and interest corresponding in time and amount to the principal and interest payments becoming due on bonds issued to finance such project. Lease arrangements may also be considered if the applicant provides evidence, sufficient

to the Urban County Government, that special and compelling circumstances exist as described in Section 2, above.

Section 4 - Although, pursuant to KRS Chapter 103, Industrial Revenue Bonds do not constitute an indebtedness of the Urban County Government, the merits of each application will be closely scrutinized as to whether any proposed project will benefit the entire community and whether other forms of financing are feasible or desirable.

Section 5 - The Urban County Government may require that applicants for the issuance of Industrial Revenue Bonds arrange for the private placement of the bonds with reputable financial institutions.

Section 6 - A board for review of applications and oversight over the issuance of certain funding related to economic development and related matters is hereby created which shall be known as the Economic Development Investment Board~~, or in some instances related to this Ordinance, the Industrial Revenue/Housing Bond Committee~~ (“the Board”). The ~~board~~ Board shall review matters and applications related to the following, with the recommendation of the ~~board~~ Board for any expenditure of funding subject to the final approval of the Urban County Council: (1) Industrial Revenue and Housing Bonds (pursuant to this Ordinance); (2) Lexington Job Fund Program funds (pursuant to Ordinance No. 153-2013); (3) funding from the administrative program currently known as the Lexington Economic Development Partner Agencies program, or its successor; (4) funding from the administrative program currently known as the Lexington Workforce Development Grant program, or its successor; and (5) Lexington Public Infrastructure Program funds (pursuant to Ordinance No. 141-2022).

Section 7 - The Economic Development Investment Board shall consist of thirteen (13) members. The government's Chief Development Officer or his or her designee shall serve as the chairperson of the ~~board~~Board. The Councilmember, who serves as the chairperson of the Urban County Council's Budget, Finance, and Economic Development Committee, or his or her designee from that committee, shall automatically serve as member of the Board. The remaining eleven (11) members shall be appointed by the Mayor, subject to confirmation by a majority of

the Urban County Councilmembers, and shall consist of one additional member of the Urban County Council; one member from either the Lexington Chamber of Commerce or the Lexington-Fayette Urban County Industrial Authority; one from the housing industry; two from the financial investment or banking industry; one from the private equity/venture capital industry; and five shall be at-large members selected by the Mayor.

Section 8 – Applicants shall follow the pre-application and application procedures described in the Policies and Guidelines, including, without limitation, the provision of a letter of inducement, any pre-application meetings required by the Urban County Government, and the completion of an application. ~~Applicants seeking approval of a project for financing through the issuance of Industrial Revenue or Housing Bonds should initiate negotiations by correspondence with the Mayor or his designee. The applicant should submit a detailed proposal in the form of a letter of inducement addressed to the Mayor specifying the characteristics of the project, including an estimate of the benefits to the community, an itemized cost/benefit analysis and a description of the public service impact of the project.~~

Section 9 - Applicants must complete an Industrial Revenue or Housing Bond Application Form, the contents of which shall be determined by the Mayor's Office of Economic Development, and submit same to the Urban County Government. An application deposit of $2,500.00 must accompany the application. The Economic Development Investment Board may review and increase this application deposit at any time if it determines that the amount provided above is not sufficient to compensate the Urban County Government for necessary expenses incurred during review of the application. Any amount of said application deposit not required to compensate the Urban County Government for necessary expenses incurred during review of the application will be refunded.

Section 10 - Following preliminary ~~discussions~~ staff review based on the letter of inducement and application, including consideration of ~~the economic benefits to be derived from the project, the credit-worthiness of the applicant, the financial feasibility of the project and security for the bonds~~those factors described in the Policies and Guidelines, the Mayor's Office of Economic Development ~~shall~~ may

refer the application to the ~~Industrial Revenue/Housing Bond Committee~~Economic Development Investment Board, if it determines the application and project meets the requirements of the Policies and Guidelines.

Section 11 - Upon its referral from the ~~Mayor~~Mayor's Office of Economic Development, the Economic Development Investment Board~~Industrial Revenue/Housing Bond Committee~~ is responsible for reviewing the proposed terms of the bond issuance ~~and requires the applicant to submit the following:~~

~~a. A completed Industrial Building Revenue Bond Application Form.~~

~~b. A copy of the letter of inducement addressed to the Mayor.~~

~~c. An independent audit and certified financial statement of the applicant or applicants for the most current completed year, prepared and certified by an independent certified public accounting firm. Audit statements prepared by an indepen-dent certified public accounting firm for the last three complete years are preferred, and may be requested by the Industrial Revenue/Housing Bond Committee or the Urban County Council.~~

~~d. A letter from the proposed purchaser of bonds confirming its intent and evidencing its ability to purchase the bonds.~~

~~e. Letters from at least two (2) institutional lenders stating whether or not conventional financing is available, and if available, upon what terms, including interest rates and other relevant data. The letters should also state the terms and conditions under which the lender evaluated the proposed project.~~ .

An official representative of the applicant, assisted by counsel, is required to be present at ~~Industrial Revenue/Housing Bond Committee~~Board meetings where the applicant's application is considered.

The Economic Development Investment Board ~~Committee~~ may request additional information if necessary in order to adequately review any project.

Following its review of a project, the ~~Industrial Revenue/Housing Bond~~

~~Committee~~Board shall vote either to recommend or not to recommend the issuance of Industrial Revenue or Housing Bonds to finance the project and may propose qualifications or reservations to the terms of the bond issuance.

Section 12 - Following receipt of the Economic Development Investment Board's ~~Industrial Revenue/Housing Bond Committee's recommendation~~approval, the Mayor's Office of Economic Development shall respond to the applicant and may propose additional qualifications or reservations to the terms of the bond issu-ance.

Section 13 - ~~Following completion of the review process described in Sections 8 through 12 above,~~Following receipt of the Economic Development Investment Board's approval and any proposed qualifications or reservations provided by the Board or the Mayor's Office of Economic Development, an inducement resolution and memorandum of agreement, setting forth the general terms and conditions of the loan arrangement and other matters pertaining to the project shall be forwarded to the Urban County Council for consideration. The Council may request any additional information it deems necessary to adequately review the project.

Section 14 - If the inducement resolution is passed, such passage would constitute an expression of the intent of the Urban County Government to issue Industrial Building Revenue or Housing Bonds to finance the applicant's project. Passage of the inducement resolution must precede any expenditures by the applicant for the project in order for such expenditures to be eligible for reim-bursement from the proceeds of the bonds issued to finance said project.

Section 15 - The final ~~legal~~ step prior to issuance of Industrial Building Revenue or Housing Bonds is the passage of a Bond Ordi-nance by the Urban County Council, the contents of which, if passed, shall include all requirements of relevant law~~, which ordinance, if passed, shall include:~~

~~a. The loan agreement between the Urban County Government and the applicant.~~

~~b. The Mortgage Deed of Trust between the Urban County Government and the Trustee for the Bondholders.~~.

Section 16 - ~~If bonds are issued, the Urban County Government requires an issuing fee of one-fourth of one percent of the principal amount of the bond issue in consideration for the issuance of the bonds and to satisfy all costs, including attorney's fees, incurred by the Urban County Government in issuing the bonds.~~ The Urban County Government shall not be responsible for any costs, fees, or expenses associated with the review or issuance of these bonds. All issuance fees, in the amounts provided in the Policies and Guidelines, as well as all costs and fees for Issuer's counsel, shall be the responsibility of the applicant/borrower.

Section 17 - ~~The Commissioner of Housing and Community Development shall promulgate written policies and guidelines for the review of applications for the issuance of Industrial Building Revenue and Housing Bonds not inconsistent with the provisions of the Ordinance.~~That the revised "Industrial Revenue Bonds Policies and Guidelines of the Lexington-Fayette Urban County Government" (referred to throughout as "Policies and Guidelines"), which are attached hereto and incorporated herein by reference as if fully stated, be and hereby are approved and adopted, and shall replace those Policies and Guidelines previously adopted.

Section 18 – That this Ordinance shall amend and replace Ordinance No. 203-80, as amended by Ordinance No. 59-81; Ordinance No. 103-86; Ordinance No. 237-93; Ordinance No. 52-94; Ordinance No. 18-96; Ordinance No. 180-2009; Ordinance No. 152-2013; Ordinance No. 160-2014, which amended Ordinance No. 152-2013; Ordinance No. 57-2017, which amended Ordinance No. 160-2014; Ordinance No. 26-2020; and Ordinance No. 142-2022, in its entirety.

Section 19 – That this Ordinance shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
Mayor

ATTEST:

_____
Clerk of the Urban County Government
Published:

4899-5905-9033, v. 1~~4923-6581-6582, v. 1~~

DRAFT ~~12-7-~~

~~21~~8/6/2025

INDUSTRIAL REVENUE BONDS
POLICIES AND GUIDELINES OF
THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
(ADOPTED BY ORDINANCE NO. -202~~51~~)

Introduction

The Lexington-Fayette Urban County Government ("LFUCG") is authorized by provisions of Kentucky law (KRS Chapter 103.200, *et seq*.) to issue industrial building revenue bonds ("IRB") to finance the development or expansion of industrial facilities projects. An applicant should thoroughly review this statute in order to understand the types of projects that may qualify. A complete list of the types of projects that may qualify for this type of financing is found in KRS 103.200(1). The purpose of this law is to enable political subdivisions like LFUCG to promote local economic development through the introduction, retention, and expansion of new business and industry. In addition, state law allows LFUCG to issue bonds for facilitating the construction of new or existing housing, although federal regulations limit certain~~such~~ housing projects to those ~~benefitting~~benefiting low-moderate income families/individuals. It is the policy of LFUCG to use these bonds to assist projects which will benefit the entire community, and for which other forms of financing are not feasible or desirable.[1] Absent special and compelling circumstances, including, without limitation, significant job creation or evidence of strong economic development resulting directly from the project, LFUCG will not issue an IRB ~~Bond~~ exceeding ~~thirty~~ fifteen (~~30~~15) years.

LFUCG requires that each project be located within Fayette County~~,~~ and encourages the use of small, local and/or Kentucky bond counsel, architects, engineers, contractors, etc., ~~and minority and women-owned businesses~~ in the development of the project. LFUCG has created additional requirements pertaining the issuance of these bonds, and a commission, known as the Economic Development Investment Board ("IRB Committee" or "Committee"), to review applications for these bonds and make recommendations to the Urban County Council as to whether bonds should be issued for the project. ~~The IRB Committee consists of thirteen (13) members, with eleven (11) appointed by the Mayor and confirmed by the Urban County Council. Some of the members are required to be members of the Chamber of Commerce or the Industrial Authority, the housing industry, the financial investment or banking industry, and the private equity/venture capital industry.[2]~~

IT SHALL BE THE POLICY OF THE URBAN COUNTY COUNCIL TO RESERVE THE RIGHT TO IMPOSE ADDITIONAL REQUIREMENTS TO THE TERMS OF THE BOND ISSUE, WHENEVER DEEMED NECESSARY FOR COMMUNITY BENEFIT OR TO FURTHER THE IMPLEMENTATION OF COMMUNITY GOALS AND POLICIES.

STRUCTURE OF BOND FINANCING

Industrial revenue bonds ("IRB's") and housing bonds ("HB's") do not constitute an indebtedness of the Urban County Government, as these bonds are payable solely from the revenues derived from the project.[2] IRB's may qualify as tax-exempt municipal securities issued for the purpose of financing the building and equipping of industrial facilities and HB's may qualify as tax-exempt municipal securities issued for the purpose of facilitating new and existing housing. Proceeds from these bonds are loaned to responsible parties.[3] LFUCG, as consideration for issuance of the bonds and the use of the proceeds to finance the project, will enter into a loan agreement with the successful applicant, which will acknowledge its obligations under the agreement by a note. The note would generally require payments of principal and interest corresponding in time and amount to the principal and interest payments becoming due on the bonds.[4] The applicant shall be solely responsible for all fees and costs related to the bond.

Although KRS Chapter 103 also authorizes the use of a lease or installment sale arrangement in the issuance of industrial revenue bonds, LFUCG will only use the loan agreement format authorized in that Chapter, in order to ensure that the property will remain subject to ad valorem property taxation, unless special and compelling circumstances exist.

~~Although KRS Chapter 103 also authorizes the use of a lease or installment sale arrangement in the issuance of industrial revenue bonds, LFUCG will only use the loan agreement format authorized in that Chapter, in order to ensure that the property will remain subject to ad valorem property taxation, unless special and compelling circumstances exist.~~ ~~The applicant should note that any such determination will ultimately be made by LFUCG's Council and that the applicant would be responsible prior to Council approval for reaching payment in lieu of taxes or other agreements with the other ad valorem taxing entities in Fayette County such as the School Board, Lextran, the Health Department, the Public Library and others.~~

Special Considerations if Seeking Leaseback Arrangements

As stated previously, LFUCG will only use the loan agreement format authorized in KRS Chapter 103, to ensure that the property will remain subject to ad valorem property taxation, unless special and compelling circumstances exist, including, without limitation, significant job creation or evidence of strong economic development resulting directly from the project.

If the applicant seeks a leaseback arrangement, the applicant must provide evidence that special and compelling circumstances exist to justify the deviation. Additionally, the applicant must execute Payment in Lieu of Taxes Agreements with LFUCG, ~~prior to Urban County Council consideration of the application~~as well as, with all other taxing districts (such as, without limitation, the School Board, Lextran, and the Health Department) and the Lexington Public Library, prior to Economic Development Investment Board consideration of the application. Ad valorem taxes paid into the urban services district

fund (for refuse collection, streetlights, and street cleaning) and the parks fund will not be reduced.

For proposals seeking a leaseback arrangement that includes, at least in part, a residential use, the following must be included in the project:

(a) The project must be a mixed-use development generally compliant with the Intent (Sec. 28-1) language for mixed-use zoning categories contained in the Zoning Ordinance; and

(1) At least twenty percent (20%) of residential units must be dedicated in perpetuity to affordable housing. "Affordable housing" is defined as residential units with monthly rents no greater than thirty percent (30%) of the monthly income of a household earning eighty percent (80%) of the area median income. The maximum term of an IRB that complies with this subsection shall be fifteen (15) years; or

(2) At least twenty percent (20%) of residential units must be dedicated in perpetuity to workforce housing "Workforce housing" is defined as residential units with monthly rents no greater than thirty percent (30%) of the monthly income of a household earning between 80.01% and 100% of the area median income. The maximum term of an IRB that complies with this subsection shall be ten (10) years.

The applicant should note that any final determination will ultimately be made by LFUCG's Council and that the applicant would be responsible for completing all requirements contained in either these policies and guidelines or the inducement resolution prior to Council approval.

~~**Sale of Bonds**~~

~~If the bonds are to be sold through private placements, a copy of the placement letter and financial commitment letter must be submitted with the application. The commitment letter must indicate the firm(s) with which the transaction will be placed. The commitment letter will serve as evidence that the lender has performed adequate due diligence and considers the bonds a sound investment. In case of a public offering, a copy of the purchase contract must be provided. This serves as evidence that the underwriter has performed adequate due diligence.~~

Issuing Fees[5]

Issuance Fee:	Amount
Issuance Fee to be paid by the by the conduit borrower to the Lexington-Fayette Urban County Government for the issuance of revenue bonds issued pursuant to KRS 103.200 to 103.285 (the "Act"), payable to the Lexington-Fayette Urban County Government upon issuance of the bonds or as soon thereafter as practicable.	Issuance fee .10 basis points with a minimum of $10,000.00 and a maximum issuance cost of $50,000.00. By way of example For a $5,000,000 bond issuance the fee minimum is $10,000.00. For a $10,000,000 bond issuance the fee is $10,000.00. For a $25,000,000 bond issuance the fee is $25,000.00 For a $50,000,000 bond issuance fee is $50,000.00. For a $100,000,000 bond issuance the fee is capped at $50,000.00.

Issuer's Bond Counsel Fees	Amount
Issuer's Bond Counsel costs and fees associated with its work on behalf of the Lexington-Fayette Urban County Government to be paid by the conduit borrower/applicant and payable to Issuer's Bond Counsel within thirty (30) days of receiving a bill.	Actual fee or rate billed by Issuer Counsel.

The Urban County Government shall not be responsible for any costs, fees, or expenses associated with the review or issuance of these bonds.

All required deposits and fees shall be waived for projects undertaken by the Urban County Government as applicant.

Bond Counsel

Because the issuance of these bonds is a legal process, and includes questions of local, state and federal law, the involvement of legal bond counsel for the applicant is required in all phases of discussion and approval. Due to the level of professional expertise required in the preparation of IRB/HB documentation, this process requires the use of experienced bond counsel. Selection of applicant's Bond Counsel shall be at the discretion and expense of the applicant. LFUCG's bond counsel shall be selected by LFUCG and shall be paid by applicant as provided above.

APPLICATION PROCEDURE AND ISSUANCE PROCESS

Anyone interested in exploring the feasibility of this type of bond financing for a project in Fayette County should first contact the Mayor's Office of Economic Development as further provided on LFUCG's website. Information on policies and procedures, with a standard application form, will be provided upon request.

Prospective applicants should submit a detailed proposal in the form of a letter of inducement addressed to the Mayor's Office of Economic Development specifying the characteristics of the project, including an estimate of the benefits to the community, an itemized cost/benefit analysis and a description of the public service impact of the project.

~~It is recommended that this initial contact be established~~ A pre-application meeting between the Mayor's Office of Economic Development and the applicant must occur at least ~~forty-five~~sixty (6045) calendar days in advance of ~~the~~ formal submission of the application, so that proper procedure and scheduling may be assured. No applications may be submitted prior to both this pre-application meeting as well as any internal meeting with taxing districts described below. ~~-~~In particular, adequate time for staff review of all application material is required prior to sending the complete application through the formal review process.

For proposed leaseback arrangements, Mayor's Office of Economic Development shall also meet with other taxing districts (such as, without limitation, the School Board, Lextran, and the Health Department) and the Lexington Public Library to discuss the proposed project. This meeting must occur before the prospective applicant may meet with the other taxing districts/Lexington Public Library to begin negotiating Payment in Lieu of Taxes Agreements.

Applications shall not be considered for requests in an existing TIF zone.

Application Documents

Applicants ~~for financing~~ must complete and submit the number of paper and electronic copies specified by the Mayor's Office of Economic Development, with ~~the~~ all materials required in the application form.

An application deposit of $2,500.00 must accompany the application.[6] This is in addition to the bond issuance fee provided below; however, any amount of said application deposit not required to compensate LFUCG for necessary expenses incurred during review of the application will be credited or refunded to the applicant.

Along with the application, the Applicant shall provide the following:

a. An independent audit and certified financial statement of the applicant or applicants for the most current completed year, prepared and certified by an independent certified public accounting firm. Audit statements prepared by an independent certified public accounting firm for the last three complete years are preferred.

b. A letter from the proposed purchaser of bonds confirming its intent and evidencing its ability to purchase the bonds.

c. Letters from at least two (2) institutional lenders stating whether conventional financing is available, and if available, upon what terms, including interest rates and other relevant data. The letters should also state the terms and conditions under which the lender evaluated the proposed project.

d. Negotiated Payment in Lieu of Taxes ("PILOT") Agreements with LFUCG, as well as with all other taxing districts (such as, without limitation, the School Board, Lextran, and the Health Department) and the Lexington Public Library, if applicable. Failure to successfully negotiate a PILOT agreement with LFUCG, the other taxing districts, or the Lexington Public Library shall require the applicant to agree to pay the entity the entire ad valorem rate of the property which would be due if the property was not owned by the LFUCG (as determined utilizing the then existing ad valorem tax rate and the fair market value determined annually by the Fayette County Property Value Administrator), if issuance of the bonds is ultimately approved by the Board and the Urban County Council.

~~Sale of Bonds~~

e. If the bonds are to be sold through private placements, a copy of the placement letter and financial commitment letter must be submitted with the application. The commitment letter must indicate the firm(s) with which the transaction will be placed. The commitment letter will serve as evidence that the lender has performed adequate due diligence and considers the bonds a sound investment. In case of a public offering, a copy of the purchase contract must be provided. This serves as evidence that the underwriter has performed adequate due diligence.

~~a.~~

Preliminary Staff Review

Staff review of the application includes, but is not limited to, completeness of the application, consideration of the associated economic benefits from the project, the credit worthiness of the applicant, the financial feasibility of the project, including but not limited to review of developer funding, the financing gap of the project, the project's feasibility, the developer's equity investment, the developer's management fee, the entire project capital stack, ~~,~~ and the security for the bond.~~7~~ Upon completion of this review and staff's preliminary recommendation for approval, the application, and staff's comments and recommendations, shall be referred to the ~~IRB Committee~~Economic Development Investment Board~~, along with comments and a preliminary recommendation from staff~~.

~~IRB Committee~~Economic Development Investment Board Review

Once the application is complete and has been reviewed by the staff, the Economic Development Investment Board ("Committee" or "EDIB")~~a Committee meeting~~ will ~~be scheduled~~meet to consider the application. At least one week prior to each such meeting, public notice will be provided by LFUCG with additional notice sent to anyone that LFUCG staff believes also has a direct interest in the project. An official representative of the applicant, assisted by bond counsel, is required to be present at any Committee meeting where the applicant's application is considered.

The Committee shall establish its own procedures for reviewing the applications and for its meetings. In the evaluation of each project, the Committee will examine any factors relevant to the project, including, but not limited to, those same factors considered by LFUCG staff during its preliminary review as well as any state policies or guidelines related to such bond issuances.

The Committee will ultimately determine (by vote) whether to give the project a favorable or unfavorable recommendation. If the recommendation is favorable, the matter will be forwarded to the Urban County Council for review with the original application materials.

Inducement Resolution

If the ~~IRB Committee~~EDIB recommends approval, LFUCG normally requires that an inducement resolution be prepared for consideration by the Urban County Council prior to its consideration of a bond ordinance related to the project. The applicant's bond counsel must timely prepare and submit the number of paper and electronic copies specified by LFUCG staff of the draft inducement resolution and memorandum of agreement. The inducement resolution and memorandum of agreement are an expression of intent by the Urban County Government to issue industrial revenue or housing bonds to finance the project in order to induce the company to develop its project within Fayette County. The inducement resolution and memorandum of agreement also set forth general terms and conditions of the loan arrangement and other matters pertaining to the project. An inducement resolution and memorandum of agreement may also be required before any expenditures are made for the project which may be reimbursed from the proceeds of the sale of the bonds.

LFUCG staff will place the resolution on the Council's agenda for discussion and, if approved, the resolution must normally receive readings at two separate formal meetings of the Urban County Council, with a reasonable opportunity for the public to comment on the project.

Bond Ordinance~~8~~

The final ~~legal~~ step prior to issuance of bonds is the passage of a Bond Ordinance by the Urban County Council, which ordinance, if passed, shall include: the loan agreement between LFUCG, the applicant, and any other necessary party(s), ~~and~~ a Mortgage Deed of Trust between LFUCG and the Trustee for the Bondholders (or similar equivalent security), and all legal requirements.[8]

The process for Bond Ordinance approval repeats the steps for the Inducement Resolution. The applicant must timely prepare and submit the number of paper and electronic copies of each document specified by LFUCG staff. LFUCG staff will place the ordinance on the Council's agenda for discussion and, if approved, the ordinance must normally receive readings at two separate formal meetings of the Urban County Council. The occasion of the second reading of the bond ordinance may also serve as the public hearing on revenue bond projects, if required by Federal law.

Approval by the Commonwealth of Kentucky

Certain specific projects are also required to be reviewed and approved by the Commonwealth of Kentucky through the Kentucky Private Activity Bond Allocation Committee pursuant to KRS 103.2101. An applicant is responsible for determining whether such review is required and for obtaining the necessary approval.

Alternate Issuer of Bonds

LFUCG has the authority to issue industrial revenue and housing bonds for all eligible projects located within Fayette County. Current state law provides that the Kentucky Economic Development Finance Authority may also issue such bonds at the request of the Urban County Government. No such request will be made without approval ~~of an Inducement Resolution~~ by the Urban County Council. ~~Therefore, all applicants for industrial revenue or housing bonds for projects in Fayette County must adhere to the procedures outlined herein.~~

ANNOTATIONS

4918-2759-2998, v. 5

---

1 Ordinance No. XX-2025.~~203-80, as amended by Ordinance No.'s 59-81, 103-86, 237-93, 52-94, and 18-96; 180-2009; 152-2013; 160-2014, which amended Ordinance No. 152-2013; Ordinance No. 57-2017, which amended Ordinance No. 16-2014; and 26-2020.~~

~~2 Id.~~

2 The bonds are issued using the alternative procedures in KRS 103.215 which provide: "In the event of use of such alternative financing procedure, such bonds shall not constitute an indebtedness of such city or county within the meaning of the Constitution of Kentucky, but shall be payable as to principal and interest solely from the revenues derived from the revenues derived from payments, repayments, or sublease payments made by such person to such city or county in respect of such loan, sale or sublease." KRS 103.230(2) provides that "it shall be plainly stated on the face of each bond that it has been issued under the provisions of KRS 103.200 to 103.280 and that it does not constitute an indebtedness of the city or county within the meaning of the Constitution."

3 KRS 103.215 authorizes alternative procedures for the purpose of financing the acquisition of an "industrial building." The government may issue bonds using a loan, lease, or installment sale in addition to obtaining fee simple ownership. KRS 103.215(2)(a) specifically authorizes a loan of the proceeds from the sale of the bonds to any person for the acquisition of an industrial building.

4 KRS 103.215(2)(b) provides that the loan and "any agreement or contract with respect thereto may include such provisions as such city or county shall deem appropriate to effect the securing of the financing undertaken in respect of such industrial building."

5 Ordinance No. 21-2021.

6 Id.

7. KRS 103.210 specifies certain items which must be included in the ordinance, including "the proposed undertaking, the maximum amount of bonds to be outstanding at any one (1) time, and the maximum rate of interest the bonds are to bear." The ordinance must also provide that the industrial building is to be acquired pursuant to the provisions of KRS 103.200 to 103.285. The bond ordinance is effective only after publication of information about the transaction in an authorized newspaper.

~~8 Ordinance No. XX-2025.Ordinance No. 203-80, as amended by Ordinance No.'s 59-81, 103-86, 237-93, 52-94, and 18-96; 180-2009; 152-2013; 160-2014, which amended Ordinance No. 152-3013; Ordinance No. 57-2017, which amended Ordinance No. 16-2014; and 26-2020.~~

8

~~8 KRS 103.210 specifies certain items which must be included in the ordinance: "the proposed undertaking, the maximum amount of bonds to be outstanding at any one (1) time, and the maximum rate of interest the bonds are to bear." The ordinance must also provide that the industrial building is to be acquired pursuant to the provisions of KRS 103.200 to 103.285. The bond ordinance is effective only after publication of information about the transaction in an authorized newspaper.~~

RESOLUTION NO. _____ - 2025

A RESOLUTION AMENDING RESOLUTION NO. 100-83 TO DESIGNATE THE ENTIRETY OF LEXINGTON-FAYETTE COUNTY'S URBAN SERVICE BOUNDARY, AS IT MAY BE AMENDED FROM TIME TO TIME, AS A "DOWNTOWN BUSINESS DISTRICT" PURSUANT TO KRS 103.200 ET SEQ. RELATING TO INDUSTRIAL REVENUE BONDS, SOLELY FOR THE PURPOSE OF PROVIDING FOR THE ISSUANCE OF SUCH BONDS WHERE PROJECTS WOULD AID IN THE AREA'S REVITALIZATION OR DEVELOPMENT.

WHEREAS, the Lexington-Fayette Urban County Government is authorized, pursuant to KRS 103.200 et seq. to issue industrial revenue bonds for projects which meet the criteria contained therein; and

WHEREAS, one category of activities for which KRS 103.200 et seq. provides for issuance of such bonds is any activity, including new construction, designed for revitalization or redevelopment of downtown business districts as designated by the issuer; and

WHEREAS, it is the intent of the Lexington-Fayette Urban County Government to provide for issuance of industrial revenue bonds where a proposed project would aid in the revitalization or redevelopment within Lexington-Fayette County's Urban Service Boundary.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the area of Lexington-Fayette County inside Lexington-Fayette County's Urban Service Boundary, as it may be amended from time to time, the current Urban Service Boundary being shown on the attached map, which map is incorporated herein by reference, shall be and hereby is designated pursuant to KRS 103.200 et seq.

as a “Downtown Business District” for Lexington-Fayette Urban County Government solely relative to the issuance of industrial revenue bonds.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

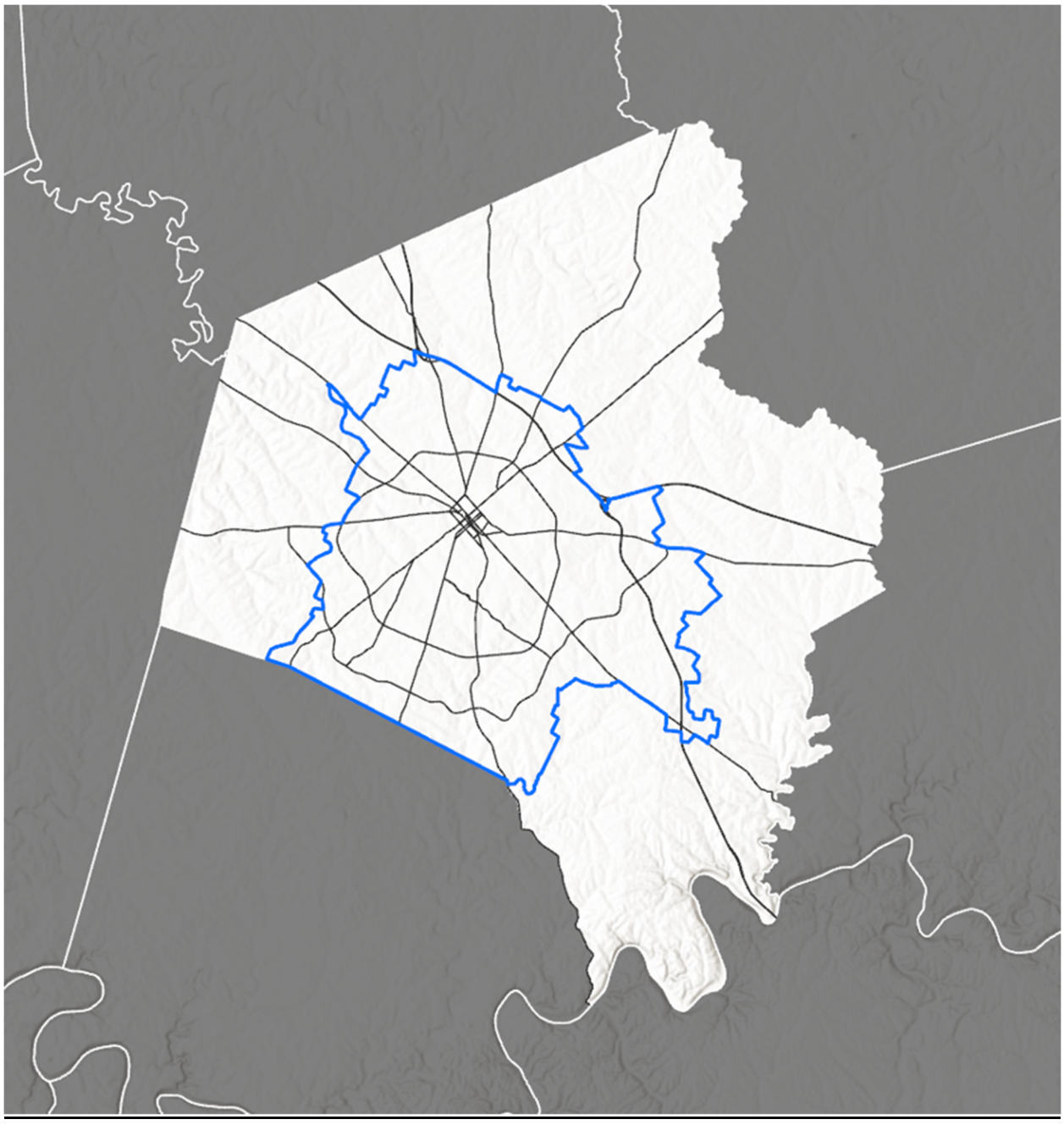
_____
Mayor

ATTEST:

_____
Clerk of the Urban County Council
4914-6271-0361, v. 1

EXHIBIT

LEXINGTON-FAYETTE COUNTY URBAN SERVICE BOUNDARY



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0892-25

File ID:	0892-25	**Type:**	Presentation	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	09/11/2025
File Name:	Presentation: Fayette County Conservation District Annual Report			**Final Action:**	
Title:	Presentation: Fayette County Conservation District Annual Report				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	FY2025 Annual Report_with Presenter			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0892-25

Title

Presentation: Fayette County Conservation District Annual Report

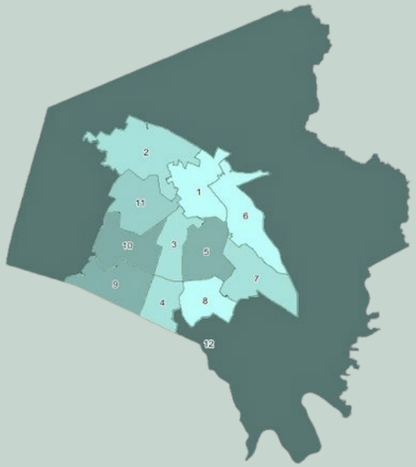
Annual Report 2024



Presented by: Aaron Clark
Chair, Fayette County Conservation District

Performance Highlights of 2025

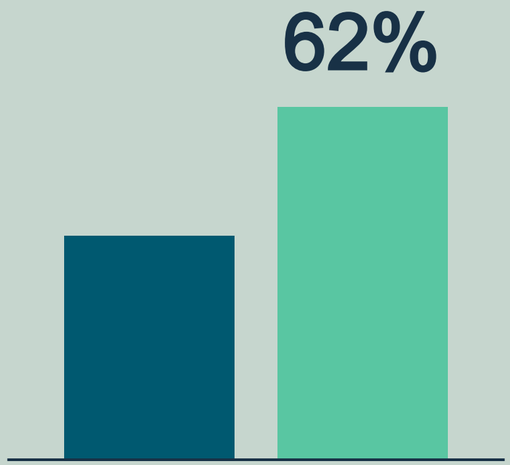
Executive Summary



Program Support

1,323 individual projects across all 12 council districts were installed and completed through FCCD program assistance.

Outreach



62% First -Time Applicants

The majority of program applicants were utilizing FCCD financial assistance for the first time.



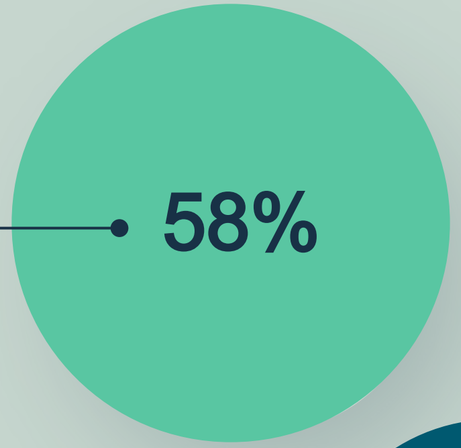
Urban Impact

889 conservation projects took place inside the Urban Service Boundary.

Breakdown of Revenue

$362,682.72 Millage and Delinquent Tax

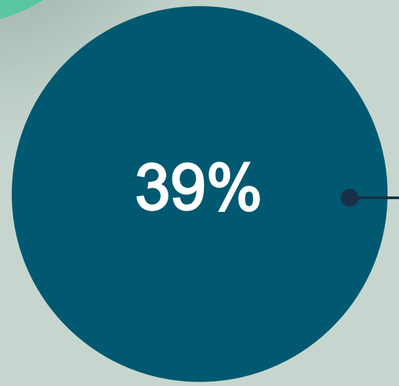
.001% of Fayette County propery taxes ad valorem.





$16,001.19 Other Revenue

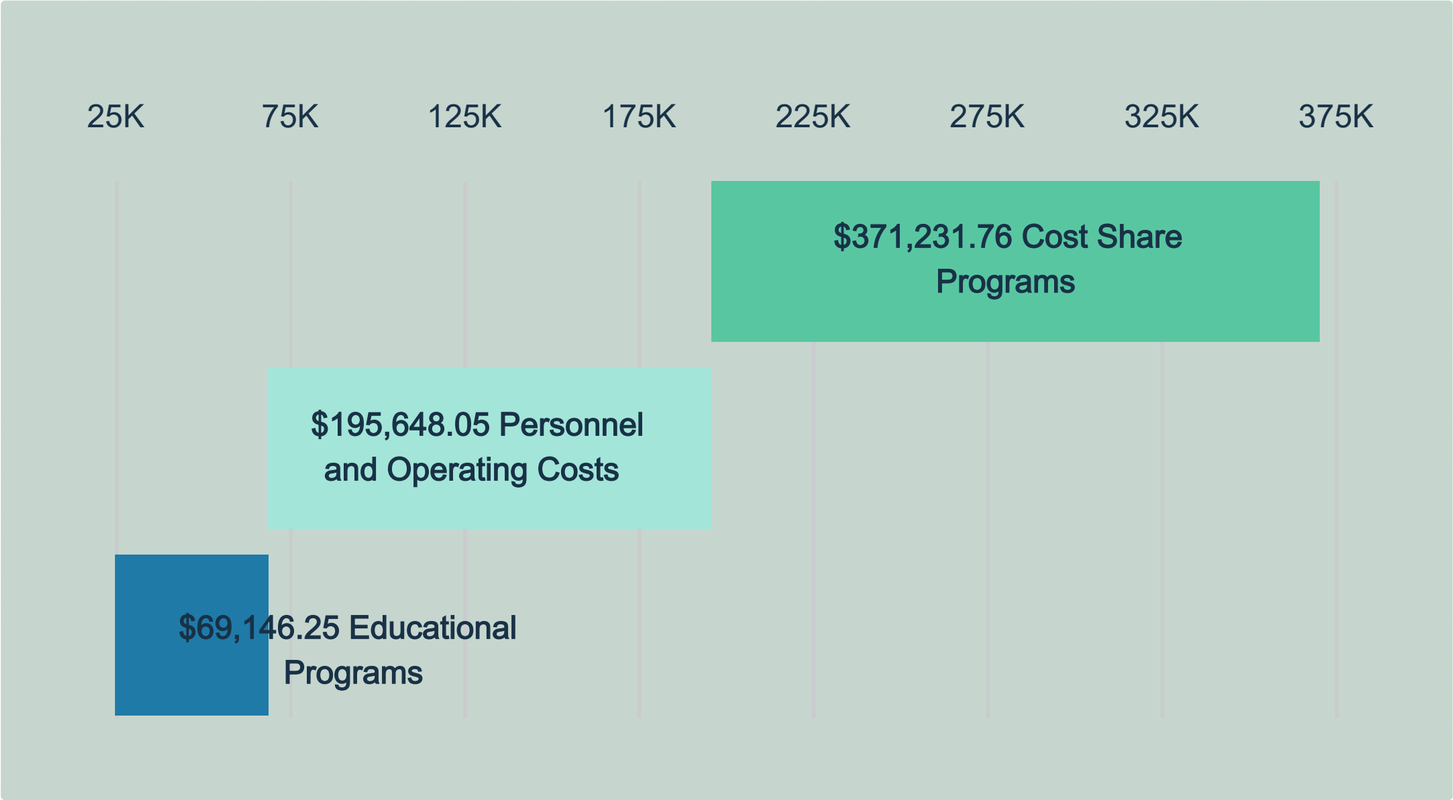
Revenue from renting FCCD-owned farm equipment, donations, and earned interest.

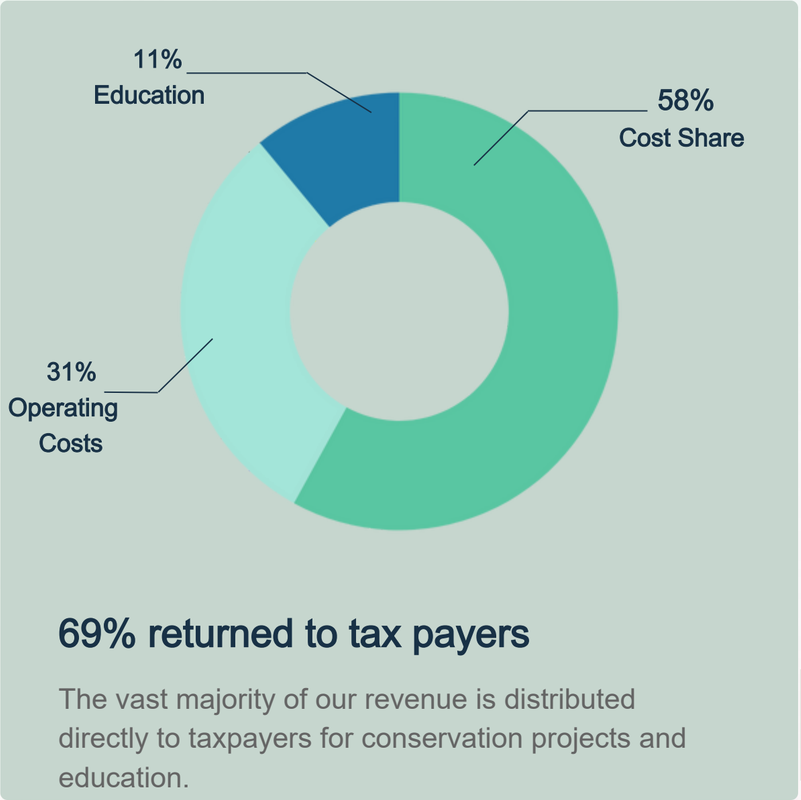


$237,237.05 Intergovernmental Revenues

Tobacco Settlement funding from the Kentucky Agricultural Development Board and Division of Conservation.

Analyzing Expenses





69% returned to tax payers

The vast majority of our revenue is distributed directly to taxpayers for conservation projects and education.

Agricultural Investment

795
soil samples analyzed

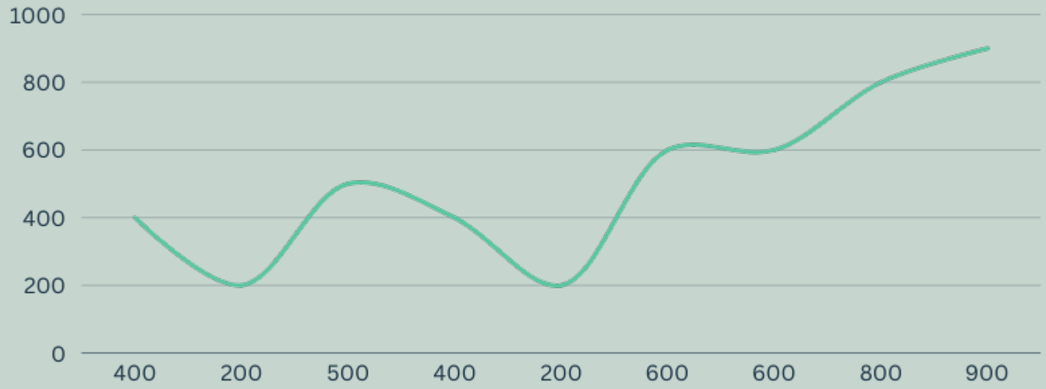


714
acres of cover crop planted



7.2k
square feet of heavy -use area installed

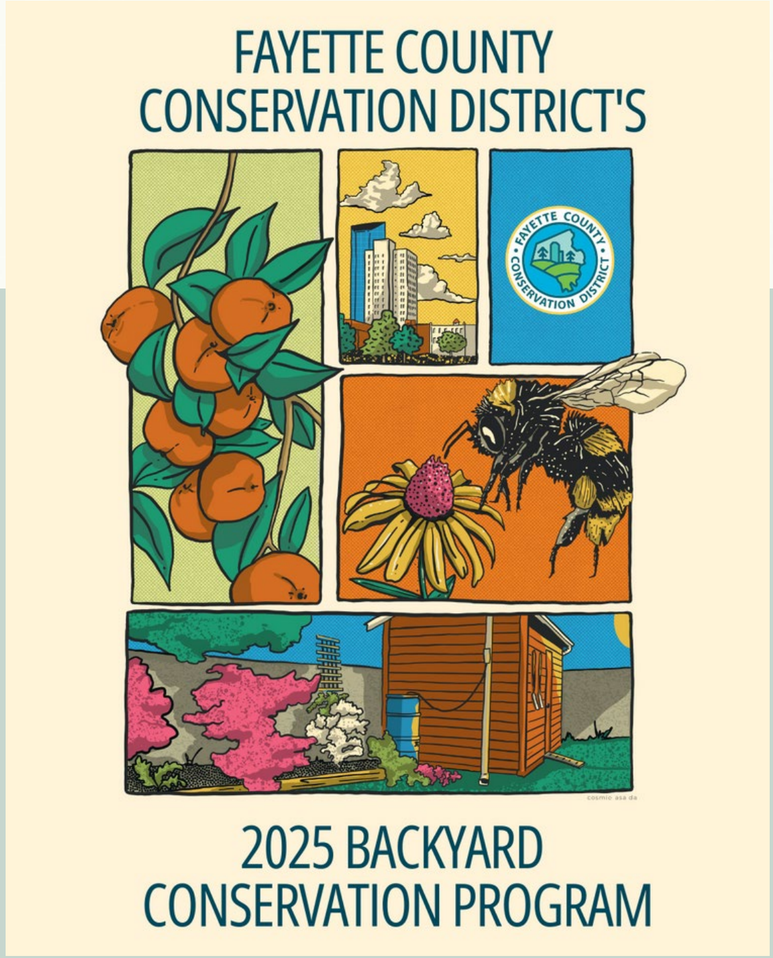




County Agricultural Investment Program

63 Agricultural producers completed 89 diversification projects in 12 different investment categories, spending $934,797.89 and receiving $227,894.89, all thanks to the Kentucky Agricultural Development Fund.

Impacts to the Urban Environment



212 Food Production Projects

30% of all Backyard Conservation Projects were related to food production, including 13 apiaries augmented and 10 poultry operations being added or enhanced.



Backyard Conservation Program

$47,423.95

288 individuals participated in the Backyard Conservation Program and completed 627 individual projects that cost a total of $132,390.09.

- 178 Raised bed vegetable gardens installed
- 161Soil amendments applied
- 93 Pollinator gardens planted
- 62 Native trees or shrubs planted
- 32 Rain barrels installed
- 32 Rain gardens planted
- 24 Composters established
- 16 Lawns diversified
- 15 Wildlife habitats established
- 6 Container vegetable gardens planted
- 5 Greenhouses constructed or repaired
- 3 Permeable areas established

55%

of soil samples were analyzed in urban areas

Education and Outreach



Conservation & Education Grant

$36,455 was awarded to 21 applications based on a ranking criteria that prioritized new applicants.



Seasonal Scholarship Program

$12,500 was awarded to 10 students who are permanent residents of Fayette County based on a conservation essay graded by a scoring rubric.

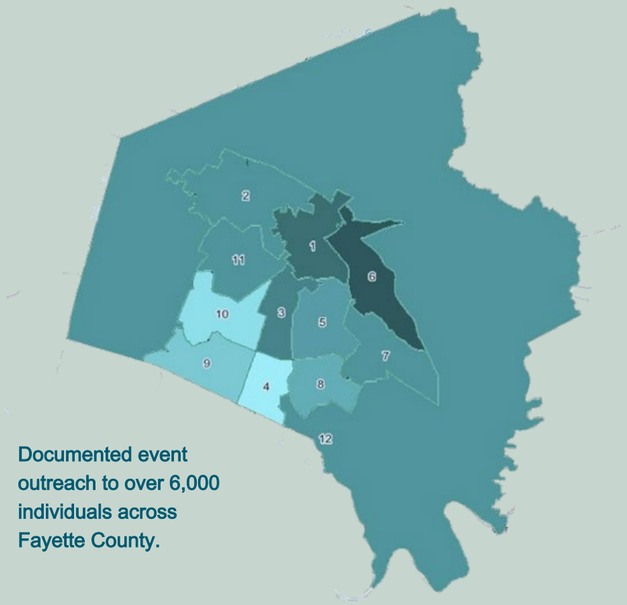


Jim Claypool Art & Writing Contest

$1,000 awarded to the top three winners in both the art and essay contests and the teachers of the winning students.

Future Prospects

Build following, program participation, and attend events across all council districts.



Documented event outreach to over 6,000 individuals across Fayette County.

Plan of Work

FCCD is committed to ongoing objectives aimed at enhancing public relations, broadening outreach efforts, and refining programs. fields.



Agroforestry Initiative

FCCD plans to highlight the local need for financial and technical support in agroforestry, request federal funding assistance, and establish a network for local farmers to share best practices and innovations in agroforestry.

Final Thoughts



Contact Us
support@kyfccd.com



Follow our Progress
www.kyfccd.org

THANK YOU to Our Stakeholders!

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0893-25

File ID:	0893-25	**Type:**	Presentation	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	09/11/2025
File Name:	Presentation: The Plan for Lexington's New Government Center			**Final Action:**	

Title: Presentation: The Plan for Lexington's New Government Center

Notes:

Sponsors:

Enactment Date:

Attachments: (9.10)FINAL-GC_9.16 Worksession Slides

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0893-25

Title

Presentation: The Plan for Lexington's New Government Center

The Plan for Lexington's New Government Center

Council Work Session

September 16, 2025

Legacy of 200 E. Main Street

- Lafayette Hotel opened in 1920
- City-County Merger vote in 1972
- Purchased by Lexington-Fayette Urban County Government in 1982
- LFUCG move-in 1984

This space has served us continuously for 40 years as the local government's headquarters, but it was never intended to be permanent.



Our Building's Current Condition

The historic building has accessibility challenges, costly capital improvement forecasts, lacks modern systems and amenities, and has space limitations for public meetings

Estimated Deferred Maintenance Costs: $55M

Recent Major Capital Improvements Total: $4.35M

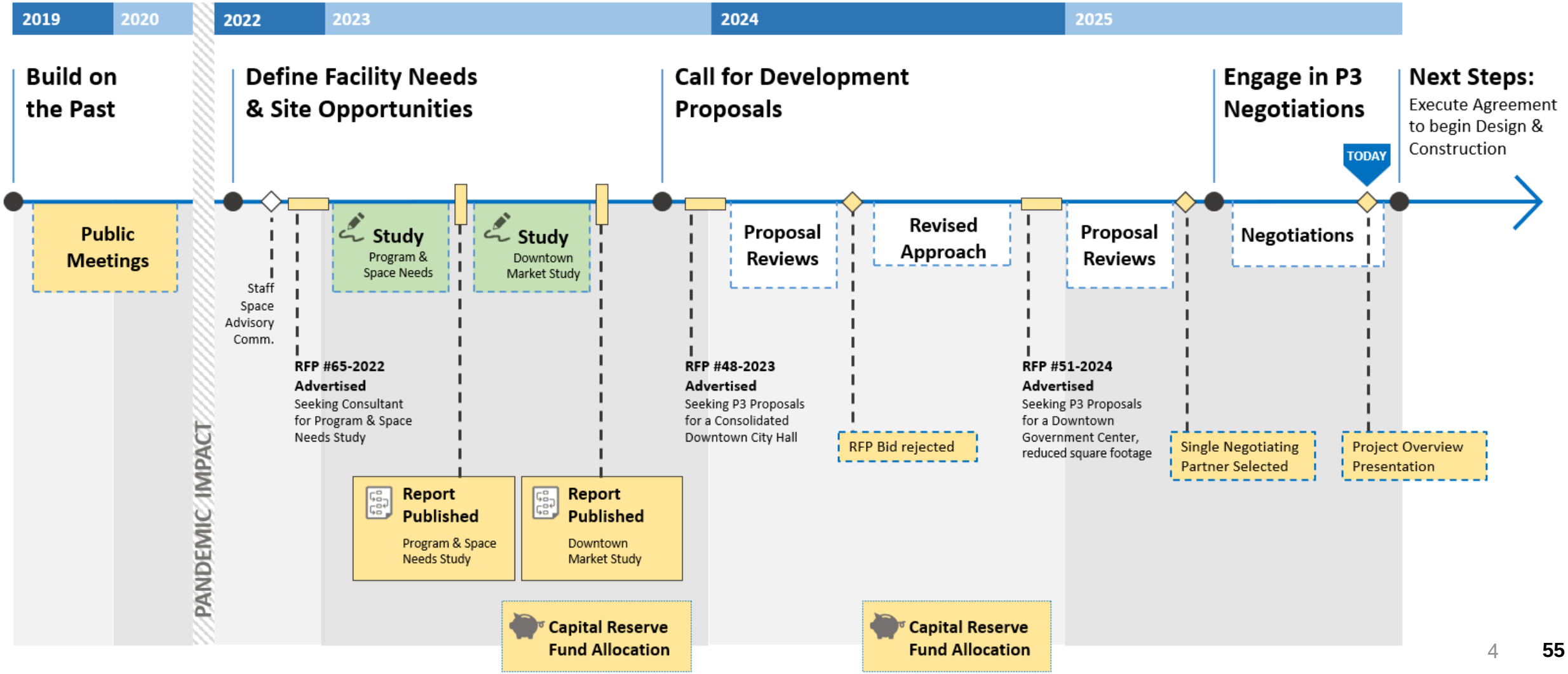
FY18- FY24

- Generator Replacement
- Envelope Repairs
- Elevators
- Parking Garage
- HVAC



LEXINGTON

LFUCG's More Recent Pathway to a New Government Center



A New Approach- Lessons Learned & Progress Made

Revision

- ✓ Reduced building footprint to minimum 100,000 sf
- ✓ Fiscal priority to contain project development costs
- ✓ Keep Phoenix Building; leverage to support new Govt Center.

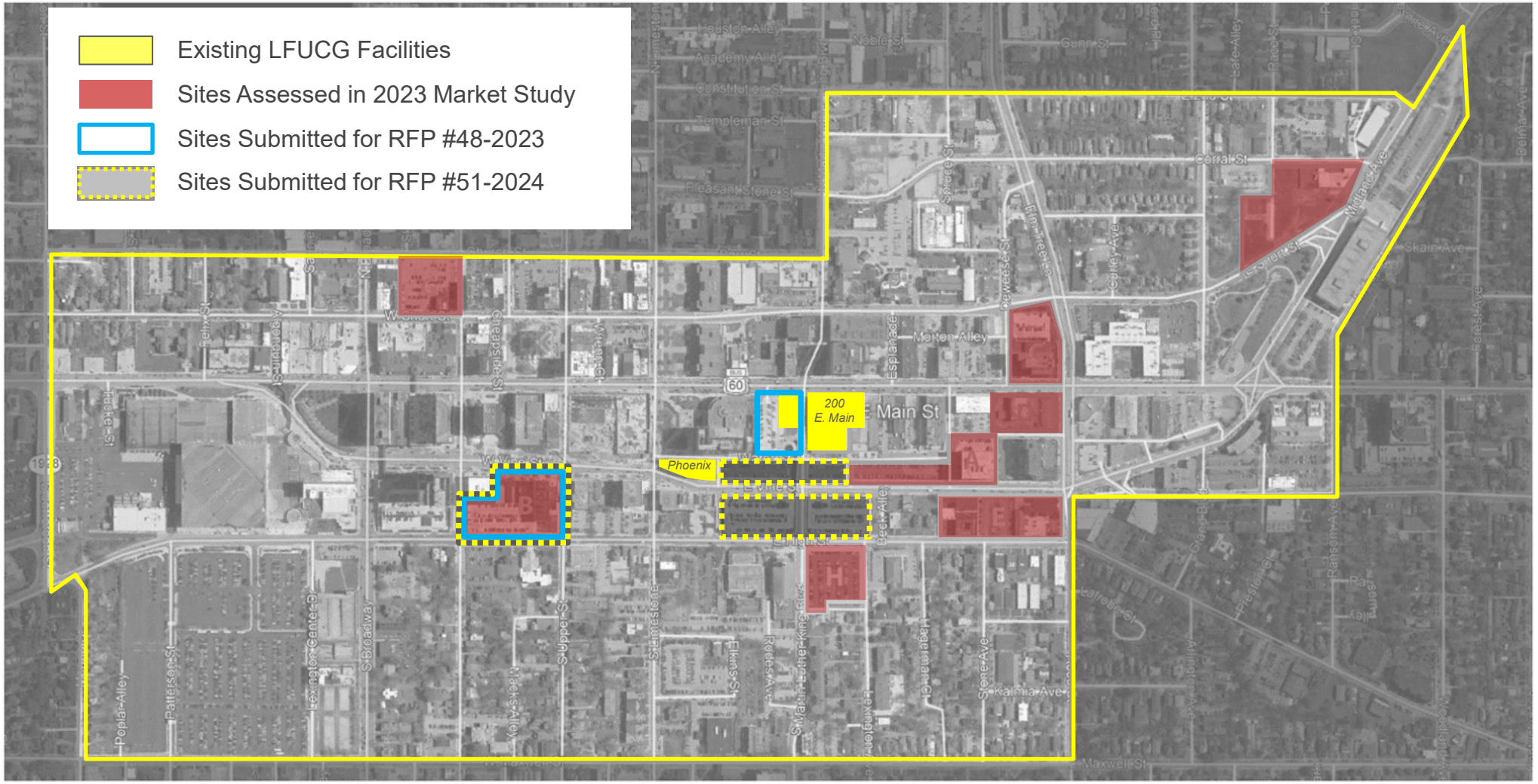
Research

- ✓ Programming & Space Needs Study (2023)
- ✓ Downtown Market Study (2023)
- ✓ Retained
  - P3 Legal Counsel: Frost Brown Todd
  - Financial Advisors: Baird

Resources

- ✓ Project Development: Cash Reserves
- ✓ Real Estate Holdings (potential disposable)
- ✓ Leadership: Administration & Council

Downtown: The Heart of Lexington, The Home of Government



Request for Proposals: Open & Transparent Procurement Process

RFP #51-2024

Advertised September 27 – December 4, 2024

- 3 proposals received
- 10 selection committee meetings held
- 2 presentations & site visits with each proposer

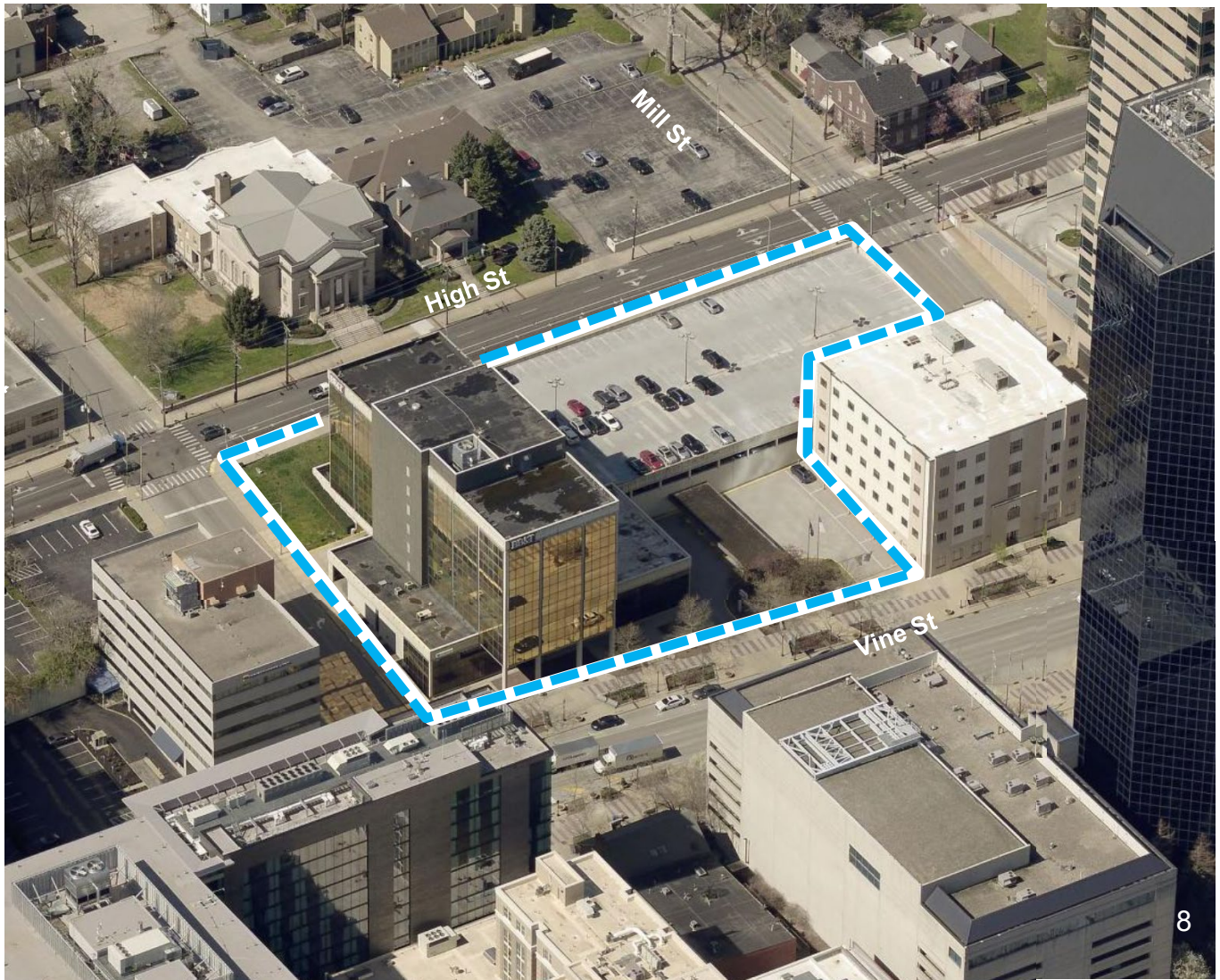
April 2025: selected a Single Negotiating Partner that reflected the strongest, most shovel-ready option

- Lexington Opportunity Fund
- 200 W. Vine Street
  (building & parking garage)



Our Vision: A Civic Home for the Future at 200 W. Vine Street

- **Inclusive & Safe:** Open to all, with well-being at the core
- **Efficient & Functional:** Designed for productivity and seamless service
- **Community Hub:** Welcoming spaces for dialogue, service, and connection
- **Downtown Anchor:** Connecting government and community
- **Trusted Landmark:** A symbol of Lexington's pride and transparent government



A Center for the Community

Goal: Make public spaces the heart of the building, creating a civic front door that invites community gatherings, meetings, and civic participation.



Image: Lexington Opportunity Fund, RFP #51-2024 Submittal

The first two floors will include:

- ***Welcoming Lobby:*** *A gallery and event space that reflects our city and invites residents in*
- ***Community Rooms:*** *Flexible spaces for groups of all sizes to meet and gather*
- ***Council Chamber:*** *Accessible, modern, and big enough so everyone has a seat*

Welcoming & Accessible to All

Goal: Ensure every employee and visitor, regardless of ability or background, can easily navigate, participate in, and feel at home in their government center.



Image: hineon.com

- ***Universal Design:*** *Going beyond ADA to make the building usable for everyone*
- ***Easy-to-Navigate:*** *Clear layout so people can move through without confusion*
- ***On-site Parking:*** *Convenient access for all visitors*

Healthy, Safe, Productive Workplace

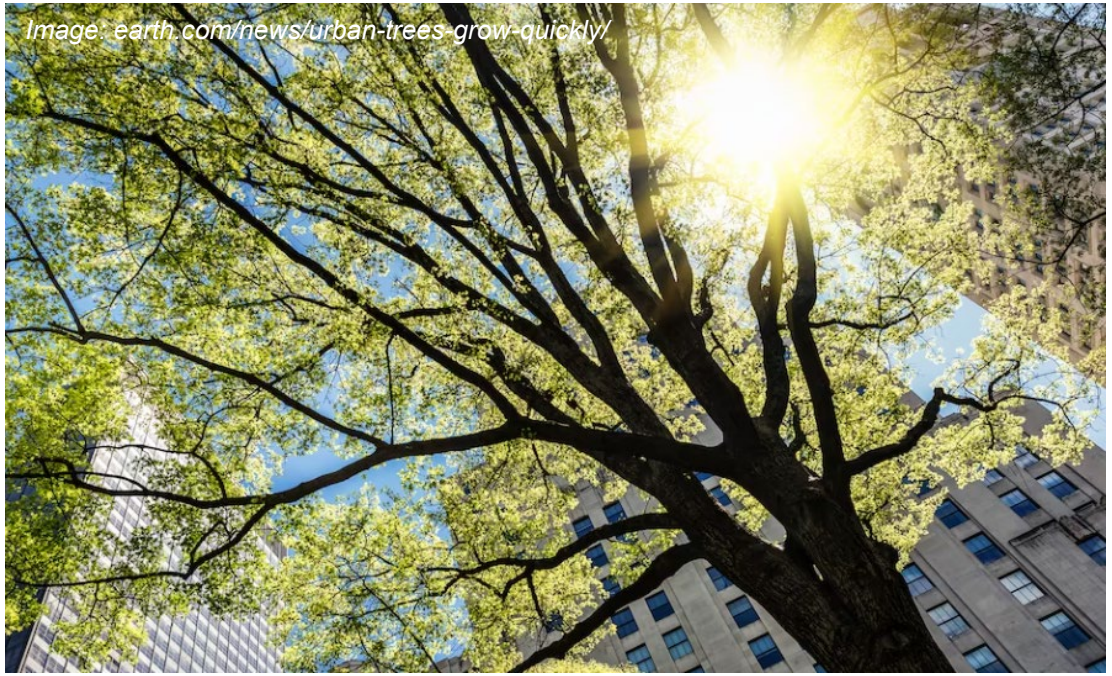
Goal: Provide LFUCG employees with a safe, modern, and collaborative environment that supports their well-being and improves service to residents.


Image: ASDSKY TRIMONT, ©Carey Gomez

- ***Healthy Spaces:*** *Natural light, clean air, and safe design boost well-being*
- ***Collaboration:*** *Shared hubs and meeting rooms build teamwork across departments*
- ***Safe Design:*** *Controlled access and modern offices keep staff and visitors secure*
- ***Service:*** *Investing in staff means better service for Lexington residents*

Sustainability & Environmental Stewardship

Goal: Build a government center that lowers costs, reduces environmental impact, and sets a visible example of sustainability for our community.



- ***Efficient:*** *Smart systems cut energy costs and save taxpayer dollars*
- ***Healthy:*** *Natural light and clean air benefit employees and visitors*
- ***Built to Last:*** *Durable materials reduce maintenance and extend the life of the building*

The Time is Now for a new Government Center

One that is safe, inviting, accessible and functional

- **Past Efforts:** Previous attempts laid the groundwork for current success
- **Thoughtful & Methodical:** We continue to be committed to a careful, step-by-step process
- **Shovel-Ready:** The project is ready to move forward now
- **Responsible:** Investment does not take away from other local priorities
- **Future-Focused:** Solves a decades-old problem and delivers a civic home for residents, community, and employees for generations to come

Public-Private Partnership (P3)

Goal: Leverage private expertise and investment to deliver Lexington a modern Government Center efficiently and responsibly.

- ***Shared Risk:*** *Public and private partners share risks and responsibilities*
- ***Cost Savings:*** *Lowers LFUCG's total life-cycle costs and spreads investment over time*
- ***Faster Delivery:*** *Private expertise and a design-build, phased approach delivers the project more quickly*
- ***Higher Quality:*** *Best value selection and private expertise provides higher quality facilities*
- ***Focused Government:*** *Allows LFUCG to focus on serving residents while partners manage development*



Key Next Steps & Opportunity

- Continue & finalize negotiations with our single negotiating partner
- Request Council authorization to execute a P3 agreement
- Ensure the design phase will be shaped by engagement with the public, staff, & Council
- Goal to break ground and begin project in 2026

Lexington's New Government Center

This is more than a building, this is a lasting investment in our people, our employees, and our future

Stay up to date on the project by visiting

Lexingtonky.gov/GovernmentCenter

Thank You

Questions?

LEXINGTON

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0927-23

File ID:	0927-23	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council Work Session
				File Created:	09/07/2023
File Name:	Page Break			**Final Action:**	

Title:

Notes:

Sponsors:		**Enactment Date:**	
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0927-23

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0690-25

File ID:	0690-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Social Services
				File Created:	07/07/2025
File Name:	Family Care Center MOU with FCPS Transportation 25-26 School Year			**Final Action:**	

Title: Authorization to execute a Memorandum of Understanding with Fayette County Public Schools (FCPS) for transportation services during the 2025-2026 academic school year (a period of approximately 177 school days) for students and children enrolled in the Family Care Center's Parent Education Program. At an estimated cost of $92,521.44. Funds are budgeted. (L0690-25)(Horton-Holt/Allen-Bryant)

Notes: RIO 9/2/2025. MS

Sponsors:		**Enactment Date:**	
Attachments:	0690-25 Bluesheet Memo FCPS MOU 25-26 Transportation, 2025-2026 FCPS-FCC Bus Transportation MOU, FCC FCPS Bus contract issue RE_ Legistar 0690-25	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Theresa Maynard	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0690-25

Title

Authorization to execute a Memorandum of Understanding with Fayette County Public Schools (FCPS) for transportation services during the 2025-2026 academic school year (a period of approximately 177 school days) for students and children enrolled in the Family Care Center's Parent Education Program. At an estimated cost of $92,521.44. Funds are budgeted. (L0690-25)(Horton-Holt/Allen-Bryant)

Summary

Authorization to execute a Memorandum of Understanding with Fayette County Public Schools (FCPS) for transportation services during the 2025-2026 academic school year (a period of approximately 177 school days) for students and children enrolled in the Family

Care Center's Parent Education Program. At an estimated cost of $92,521.44. Funds are budgeted. (L0690-25)(Horton-Holt/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review: Law: William Razor 7/11/25

Fully Budgeted: Yes

Account Number: 1101-606403-0001-71299

This Fiscal Year Impact: $92,521.44 in the FY26 Budget

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance: $87,165.28 and $29,000.00 encumbered

MAYOR LINDA GORTON

LEXINGTON

KACY ALLEN-BRYANT
COMMISSIONER
SOCIAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Kacy Allen-Bryant, Commissioner of Social Services

DATE: September 28, 2025

SUBJECT: Memorandum of Understanding for Student Transportation Services
Fayette County Public Schools and Family Care Center

Request:

Request Council Authorization for the Mayor to execute a Memorandum of Understanding with Fayette County Public Schools and Family Care Center, for student transportation services during the 2025-2026 academic school year. Either party may terminate this agreement without further obligation to the other with written notice within 60 days.

Why are you requesting?

This Agreement provides transportation service for students and children enrolled in the Family Care Center's Parent Education Program. The Agreement covers the 2025-2026 academic school year, from August 13, 2025 through May 28, 2026. This service agreement entails a fleet of two school buses and crews consisting of a driver and monitor to transport enrolled students and their children to and from Family Care Center for the period from August 13, 2025 through May 28, 2026 (or as affected by weather), a period of approximately 177 school days.

What is the cost in this budget year and future budget years?

The cost for FY26 is not to exceed $522.72 daily, up to 177 days for a cost of $92,521.44, plus the cost of field trip buses under the prevailing conditions and cost as is provided to schools within the FCPS.

Are the funds budgeted?

Yes, in Account 1101-606403-0001-71299

File Number: 0690-25

Director/Commissioner: Shelia Horton-Holt / Kacy Allen-Bryant

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is made and entered into the 13th day of August 2025 (the "Effective Date") by and between Fayette County Public Schools ("FCPS") and Lexington-Fayette Urban County Government ("LFUCG") (individually, each a "Party" and collectively, the "Parties").

RECITALS

1. FCPS is willing to provide temporary transportation service in the form of two school buses and crews consisting of a driver and monitor to transport enrolled students and their children to and from Family Care Center for the period from August 13, 2025 through May 28, 2026, a period of approximately 177 school days, and to provide buses for field trip purposes under the same conditions and pricing as is provided to schools within the FCPS.
2. LFUCG agrees to reimburse FCPS for the cost of transportation provided by two buses with crews, not to exceed $522.72 per day for each day service is provided during the period from August 13, 2025 through May 28, 2026 (or as affected by weather), up to 177 days, and the cost of field trip buses under the prevailing conditions and cost as is provided to schools within the FCPS.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for good and valuable consideration, the receipt, mutuality, and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. OBLIGATIONS OF FCPS

1.1 FCPS shall be responsible for providing school bus transportation service from locations as close to students' homes in Fayette County, as permitted by FCPS policy, to the Family Care Center located at 1135 Harry Sykes Way, Lexington, Kentucky 40504.

1.2 FCPS shall invoice LFUCG at the end of each month for reimbursement of costs associated with providing this transportation service not to exceed the rate of $522.72 for each day service is provided.

1.3 FCPS transportation service will consist of the routes and schedules needed to provide service to students and their children enrolled at the Family Care Center.

1.4 When school is cancelled or delayed for FCPS students due to inclement weather, the same changes will apply to transportation service for students covered by this agreement.

1.5 In the event of student misconduct while riding FCPS buses disciplinary issues will be referred to the Family Care Center staff for resolution and any continuation of misconduct may lead to suspension from riding the bus as a sole decision of FCPS.

1.6 FCPS is an independent entity at all times during the performance of the services specified.

1.7 FCPS shall procure and maintain for the duration of this MOU the following or equivalent insurance policies at no less than the limits shown below to cover damage to personnel, including students, or property which may arise from or in connection with the performance of the work hereunder by FCPS.

Coverage	Limits
General Liability	$1 million per occurrence, $2 million aggregate
Auto Liability	$1 million per occurrence

Worker's Compensation	Statutory
Employer's Liability	$1,000,000.00
Excess/Umbrella Liability	$5 million per occurrence

The policies above shall contain the following conditions:

a. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are cancelled or non-renewed.

d. Copies or the certificates reflecting such coverage and any renewal shall be provided to LFUCG upon request. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with the insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

1.8 FCPS will provide necessary equipment to secure child car seats on buses.

2. OBLIGATIONS OF LFUCG

2.1 LFUCG shall be responsible for updating student addresses and the addition or deletion of students being provided transportation under this agreement by providing that information to the Routing Section, Transportation Division, FCPS two business days prior to the effective date of the update.

2.2 LFUCG will provide reimbursement of invoices received from FCPS. Payment shall be due to FCPS within 45 days from invoice date.

2.3 In the event of student failure to comply with FCPS Student Code of Conduct\Bus Rider Rules, immediate action will be taken by LFUCG to resolve the issue and eliminate the potential for future instances of student misbehavior that could adversely affect the general safety of the operation of the bus as determined by FCPS.

2.4 LFUCG will follow the established instructional calendar prepared by FCPS.

2.5 LFUCG will provide child car seats for transport of young children.

3. MUTUAL OBLIGATIONS

3.1 In the event either party to this Agreement fails to fulfill any of its obligations under this Agreement, the other party may terminate this Agreement without further obligation to the other Party with written notice received within 60 days.

3.2 Unless otherwise stated, all Parties shall be responsible for any costs incurred in fulfilling respective obligations under this Agreement.

3.3 Both Parties shall exercise good faith in fulfilling obligations.

3.4 Each party shall be responsible for its own acts and omissions. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall however, retain the right to take any and all actions they believe necessary to protect their own interests. Nothing contained herein is intended to be, and shall not be, a waiver of any defense, including that of sovereign immunity, to any claim.

3.5 The Parties agree that without further action this Agreement may be extended from year to year, to cover the complete period of 141 days, except that the cost of service will be adjusted annually pursuant to the SEEK reimbursement rate from the previous year and such adjustment will be made a part of the agreement as an addendum hereto along with a revised list of students.

4. CHOICE OF LAW AND FORUM

4.1 This Agreement shall be governed by the laws of the Commonwealth of Kentucky without regard to its choice of laws or rules. Any action regarding the execution, interpretation, or performance of this Agreement shall be filed in the Circuit Court for Fayette County, Kentucky.

5. MISCELLANEOUS

5.1 The terms and conditions of this Agreement shall continue until the end of the service period on May 28, 2026, unless either Party receives written notice for revision and/or cancellation of this Agreement.

5.2 This Agreement, constitute(s) the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

5.3 All notices, requests, waivers and other communications provided in this Agreement shall be in writing, sent by First Class Mail to:

If to FCPS:
Fayette County Public Schools
Attn: Demetrus Liggins, Superintendent
1126 Russell Cave Road
Lexington, KY 40505

If to LFUCG:
Lexington-Fayette Urban County Government
Attn: Kacy Allen-Bryant
Commissioner of Social Services
200 E. Main Street
Lexington, KY 40507

Daryn T Morris 07/07/2025

_____ _____
(SIGNATURE - FCPS) (DATE)

_____ _____
(SIGNATURE – LFUCG) (DATE)

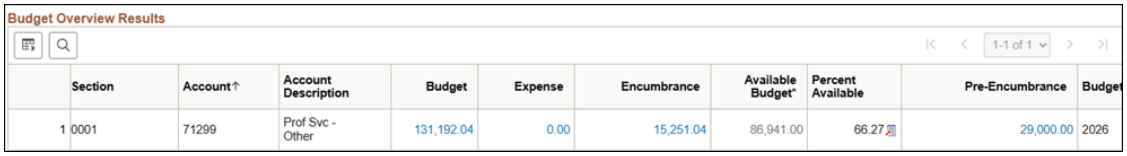
From: Theresa Maynard
To: Rachael Berry; Shelia A Horton-Holt
Cc: Kacy Allen-Bryant
Subject: FW: BA RE: FCC FCPS Bus contract issue RE: Legistar 0690-25
Date: Thursday, September 4, 2025 8:45:59 AM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image007.png
image008.png

Good morning, Rachael,

See Sheila's email below, they'd already pre-encumbered $29K to FCPS for bus services, so the funds are in their budget. It's on PO LF00217356 dated 7/11/25, that's been created but not yet dispatched.

Let us know if that takes care of the issue.

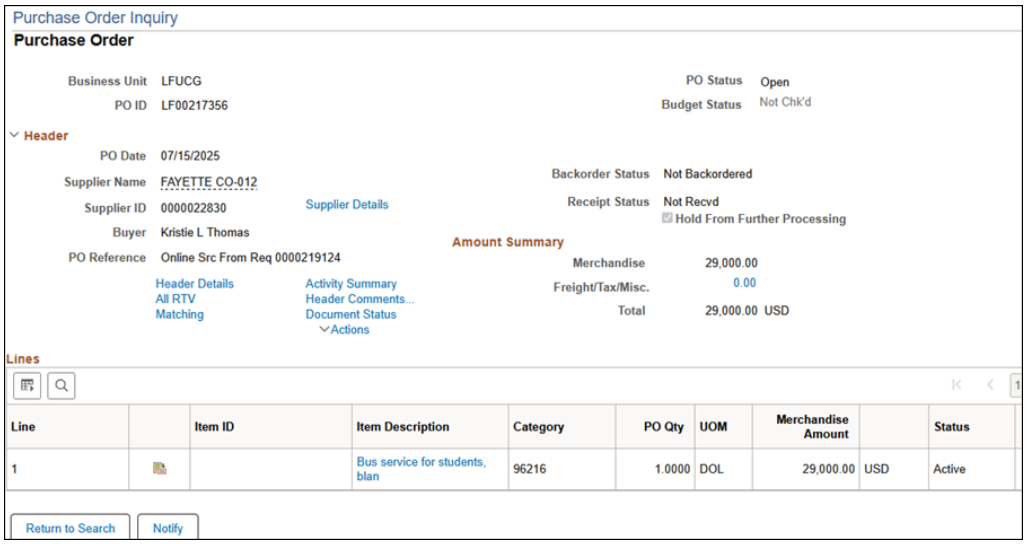
Thanks!
Theresa



Budget Overview Results

1-1 of 1

	Section	Account	Account Description	Budget	Expense	Encumbrance	Available Budget*	Percent Available	Pre-Encumbrance	Budget
1	0001	71299	Prof Svc - Other	131,192.04	0.00	15,251.04	86,941.00	66.27	29,000.00	2026



Purchase Order Inquiry

Purchase Order

Business Unit LFUCG
PO ID LF00217356
PO Status Open
Budget Status Not Chk'd

Header

PO Date 07/15/2025
Supplier Name FAYETTE CO-012
Supplier ID 0000022830 Supplier Details
Buyer Kristie L Thomas
PO Reference Online Src From Req 0000219124
Backorder Status Not Backordered
Receipt Status Not Recvd
Hold From Further Processing

Header Details | Activity Summary
All RTV | Header Comments...
Matching | Document Status
Actions

Amount Summary

Merchandise 29,000.00
Freight/Tax/Misc. 0.00
Total 29,000.00 USD

Lines

Line		Item ID	Item Description	Category	PO Qty	UOM	Merchandise Amount		Status
1			Bus service for students, blan	96216	1.0000	DOL	29,000.00	USD	Active

Return to Search | Notify

From: Shelia A Horton-Holt <shorton@lexingtonky.gov>
Sent: Thursday, September 4, 2025 8:12 AM
To: Theresa Maynard <theresam@lexingtonky.gov>
Cc: Kacy Allen-Bryant <kallenbryant@lexingtonky.gov>
Subject: Re: BA RE: FCC FCPS Bus contract issue RE: Legistar 0690-25

Good morning,
Here is what has happened with the bus contract. There is the available budget of $86,941 but there is also a pre-emcumbrance of $29K to pay for bus services which makes the total $115,941. Do we need to cancel the pre-emcumbrance?

Shelia Horton-Holt
Director of Family Services
Family Care Center
Department of Social Services

859.288.4050 office
859.494.6702 cell
lexingtonky.gov

LEXINGTON

Confidentiality Statement: The contents of this e-mail, facsimile, or letter and any files or attachments may contain information that is confidential or proprietary. This information is intended only for the use of the individuals and entities to who it is addressed. The information may also be legally privileged. This transmission is sent in trust, for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately notify the sender by reply e-mail and delete this message and its attachments, if any.

From: Theresa Maynard <theresam@lexingtonky.gov>
Sent: Wednesday, September 3, 2025 11:48 AM
To: Shelia A Horton-Holt <shorton@lexingtonky.gov>
Cc: Kacy Allen-Bryant <kallenbryant@lexingtonky.gov>
Subject: RE: BA RE: FCC FCPS Bus contract issue RE: Legistar 0690-25

Budgeting will not move the contract onto the Council agenda until the full $95,522.44 in the contract is in place in your budget. So until a BA is done, the contract won't go to Council for approval.
T

From: Shelia A Horton-Holt <shorton@lexingtonky.gov>
Sent: Wednesday, September 3, 2025 11:44 AM
To: Theresa Maynard <theresam@lexingtonky.gov>
Cc: Kacy Allen-Bryant <kallenbryant@lexingtonky.gov>
Subject: Re: BA RE: FCC FCPS Bus contract issue RE: Legistar 0690-25

Do the extra funds have to be moved now or can it wait to see if there is enough money to carry us through the year? The reason I am asking is because last year there were funds left in that account.

Shelia Horton-Holt
Director of Family Services
Family Care Center
Department of Social Services

859.288.4050 office
859.494.6702 cell
lexingtonky.gov

LEXINGTON

Confidentiality Statement: The contents of this e-mail, facsimile, or letter and any files or attachments may contain information that is confidential or proprietary. This information is intended only for the use of the individuals and entities to who it is addressed. The information may also be legally privileged. This transmission is sent in trust, for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately notify the sender by reply e-mail and delete this message and its attachments, if any.

From: Theresa Maynard <theresam@lexingtonky.gov>
Sent: Wednesday, September 3, 2025 11:20 AM
To: Shelia A Horton-Holt <shorton@lexingtonky.gov>
Cc: Kacy Allen-Bryant <kallenbryant@lexingtonky.gov>
Subject: BA RE: FCC FCPS Bus contract issue RE: Legistar 0690-25

Sheila, we'll need to do a BA, then. I can do that for you, if you'll give me the account and amount you want to move money from into 606403 71299.

We'll need to move $8590 to even out the 71299 with the bus costs. I've attached your current 606403 budget; do you want to take it from 606403 or from multiple lines? I've also attached your current 606401 Administration budget if you want to move some money from there as well/instead.

Just let me know accounts to move and amounts from each account. You may want to have more than just the bus contract money in 71299 account for the rest of the fiscal year, as well. If so, we can put more than 8590 in 71299.

Thanks,
Theresa

Kacy, just FYI that we'll be doing a budget adjustment for this.

From: Shelia A Horton-Holt <shorton@lexingtonky.gov>
Sent: Wednesday, September 3, 2025 10:52 AM
To: Theresa Maynard <theresam@lexingtonky.gov>; Rachael Berry <rberry2@lexingtonky.gov>
Subject: Re: FCC FCPS Bus contract issue RE: Legistar 0690-25

I would prefer it to remain in the 71299 account please and thank you.

Shelia Horton-Holt
Director of Family Services
Family Care Center
Department of Social Services

859.288.4050 office
859.494.6702 cell
lexingtonky.gov

LEXINGTON

Confidentiality Statement: The contents of this e-mail, facsimile, or letter and any files or attachments may contain information that is confidential or proprietary. This information is intended only for the use of the individuals and entities to who it is addressed. The information may also be legally privileged. This transmission is sent in trust, for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately notify the sender by reply e-mail and delete this message and its attachments, if any.

From: Theresa Maynard <theresam@lexingtonky.gov>
Sent: Wednesday, September 3, 2025 10:05 AM
To: Rachael Berry <rberry2@lexingtonky.gov>; Shelia A Horton-Holt <shorton@lexingtonky.gov>
Subject: FCC FCPS Bus contract issue RE: Legistar 0690-25

Hi, Sheila,

See Rachael's email below.

Does the bus money need to come from another account rather than **1101-606403-0001-71299?** There's only $86,941 available in that account, which doesn't cover the cost of the contract.

Or will some other funds be budget adjustment-ed into that account to make up the difference? Rachael, if that happens, do we have to wait to have the contract approved by Council or can we mark it "budget amendment in process?"

Thanks!

	Fund	Dept	Section	Account	Account Description	Budget	Expense	Encumbrance	Available Budget*	Percent Available
1	1101	606403	0001	71299	Prof Svc - Other	131,192.04	0.00	15,251.04	86,941.00	66.27

From: Rachael Berry <rberry2@lexingtonky.gov>
Sent: Wednesday, September 3, 2025 9:37 AM
To: Theresa Maynard <theresam@lexingtonky.gov>
Subject: Legistar 0690-25

Hi Theresa,

There aren't enough funds in the account provided. Budgets Overview shows $87,165.28.

Rachael Berry
Budget Analyst
Division of Budgeting

859-258-3061
lexingtonky.gov

LEXINGTON

1775-2025

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0843-25

File ID:	0843-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Mayor's Office
				File Created:	09/02/2025
File Name:	Frontrunners PSA FY26			**Final Action:**	

Title: Authorization to execute a Purchase of Service Agreement with Frontrunners Lex to support the annual Pride Run on September 20, 2025. At a cost of $2,000. Funds are budgeted. (L0843-25)(Cammack/Scott)

Notes:

Sponsors:

Enactment Date:

Attachments: Frontrunners Lex Agreement Memo, Frontrunners Lex Pride Run signed by JTS, RESO 0843-25 PSA with Frontrunners Lex for Pride Run 2025 4914-6709-4119 v.1.docx

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0843-25

Title

Authorization to execute a Purchase of Service Agreement with Frontrunners Lex to support the annual Pride Run on September 20, 2025. At a cost of $2,000. Funds are budgeted. (L0843-25)(Cammack/Scott)

Summary

Authorization to execute a Purchase of Service Agreement with Frontrunners Lex to support the annual Pride Run on September 20, 2025. At a cost of $2,000. Funds are budgeted. (L0843-25)(Cammack/Scott)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes, Completed by [Gabbi Thatcher, 9/2/2025]}

Risk Management: {Select Yes/No, Completed by [Official, Date]}

Fully Budgeted [select]: Yes

Account Number: 1101-133003-0001-71299
This Fiscal Year Impact: $2,000.00
Annual Impact: $N/A
Project:
Activity:
Budget Reference:
Current Balance: $53,500

TO: Mayor Linda Gorton

Urban County Council

FROM: Craig Cammack, Deputy Director of Communications & Community Outreach Liaison

CC: Tyler Scott, Chief of Staff

DATE: September 2, 2025

SUBJECT: Purchase of Service Agreement – Frontrunners Lex Pride Run

---

Request

Request Council authorization to execute a Purchase of Service Agreement with Frontrunners Lex for the annual Pride Run on September 20,2025. The term of this agreement is for the event date, September 20, 2025 until the following year's Pride Run in 2026. The agreement lays out a termination notice of 30 days written notice if needed.

LFUCG will receive the following services: an opportunity for an LFUCG representative to speak on stage; six (6) complimentary race entries; LFUCG's logo on stage, along the racecourse, on the back of the event t-shirt, and on the race bib provided to participants; a full-page advertisement on the digital race guide; an advertisement in the physical race guide; recognition of LFUCG on Frontrunners social media website; a link to LFUCG's website on Frontrunners website; and LFUCG will have a table space at the event.

Why are you requesting?

Frontrunners Lex organizes the annual Pride Run, where proceeds support scholarships for LGBTQ+ youth.

What is the cost in this budget year and future budget years?

The cost for this FY is: $2,000

The cost for future FY is: $0

Are the funds budgeted? The funds are budgeted.

Account number: 1101-133003-0001-71299

File Number: 0843-25

Director/Commissioner: Tyler Scott, Chief of Staff

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the 31 day of August, 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A, 200 East Main Street, Lexington, Kentucky 40507, and the Mayor's **250LEX COMMISSION** (collectively hereinafter referred to as "Government"), and **FRONTRUNNERS LEX** with offices located 4508 Callaway Court, Lexington, KY 40515, (hereinafter referred to as "Organization").

WHEREAS, Organization is hosting the Frontrunners Lex Pride Run; and

WHEREAS, the Lexington-Fayette Urban County Government is partnering with the Mayor's 250Lex Commission to support the Frontrunners Lex Pride Run, with each contributing separate payment to Organization in exchange for the services agreed to by Organization as set forth herein; and

WHEREAS, the Government believes that supporting the Frontrunners Lex Pride Run as a community event and the purchase of services related thereto promotes the public purpose of civic engagement, fosters community development as a public good, and broadens cultural awareness and education, public purposes that are inherent in any civic and community outreach event; and

WHEREAS, Organization has agreed to provide the Government with related services as set forth herein; and

WHEREAS, the parties seek to memorialize their understanding through a written agreement.

W I T N E S S E T H

That for and in consideration of the mutual promises and covenants herein expressed, the receipt and sufficiency of which are acknowledged, the Government and the Organization agree as follows:

1. Government hereby retains Organization for the period beginning on September 20, 2025, and continuing for a period of one (1) year from that date unless within that period Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization.

2. Organization, in conjunction with conducting the Frontrunners Lex Pride Run and providing services relating thereto, agrees to provide the following services to Government:

    a. Provide an opportunity for the Government to speak on stage.
    b. Provide six (6) complimentary race entries to Government.
    c. Provide Government's logo on stage, along the racecourse, on the back of the event t-shirt, and on the race bib provided to participants.
    d. Provide Government a full-page advertisement on the digital race guide.
    e. Provide Government an advertisement in the physical race guide.
    f. Recognition of Government on Organization's social media website.
    g. Provide a link to Government's website on Organization's website.
    h. Provide table space to Government at the event.

Notwithstanding the foregoing, Organization understands and agrees that this Agreement is subject to the requirements of Government's CAO Policy 57 (Branding, Logo, and Graphic Standards). Organization understands and agrees that any use of Government logos, the Government seal, Government-owned graphics or assets, or any other Government branding must be approved by Government as required by CAO Policy 57.

3. Organization agrees that Government may photograph or otherwise record its presence at the Frontrunners Lex Pride Run, and Government agrees that it will only photograph or otherwise record its presence in the public access areas of the Frontrunners Lex Pride Run and shall not interfere with the normal operations of the event, unless required by law.

4. Government shall pay Organization the sum of **Two Thousand Five Hundred Dollars** ($2,500.00), and Organization understands and agrees that this sum will be divided and provided separately by Lexington-Fayette Urban County Government and 250Lex Commission, with Lexington-Fayette Urban County Government

providing **Two Thousand Dollars** ($2,000.000), and 250Lex Commission providing **Five Hundred Dollars** ($500.00), **which funds shall be used exclusively** for the services required by this Agreement, said services being more particularly described in paragraph 2, all of which shall be payable on September 20, 2025, or shortly thereafter upon receipt of an invoice. Organization understands and agrees that under no circumstances shall Lexington-Fayette Urban County Government be obligated or otherwise required to contribute the $500.00 payment that is to be made by 250Lex Commission, and that such payment shall be the sole responsibility of 250Lex Commission.

5. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both parties. Organization acknowledges that Government may make such changes only upon the approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

6. Organization shall indemnify, defend and hold harmless Government, its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of, or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of Organization or its officials, employees, or agents; and (b) not caused solely by willful misconduct of Government.

A. This provision shall in no way be limited to any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

B. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

7. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances and regulations. Government may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. Organization shall provide Government with an annual report and financial statement which summarize the previous year's activities.

9. Organization shall keep and make available to Government any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to Government upon request.

A. Government shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

B. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act

and will comply with any reasonable request by Government to provide assistance with such a request.

10. Organization shall comply with the audit requirements of 200 CFR Part 200, Subpart F, if applicable. Government shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by Government, the audit shall be conducted by independent certified public accountants at Organization's expense, who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. For any audit performed, including a 200 CFR Part 200 audit, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to Government upon request.

11. Organization shall allow Government any necessary reasonable access to monitor its performance under this Agreement.

12. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

13. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with Government's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law.

14. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a

complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to Government upon request.

15. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of Government.

16. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or Government.

17. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

18. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

19. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

20. Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Frontrunners Lexington
4508 Callaway Court
Lexington, KY 40515

Attn: Jason Schubert, Coordinator

For Government: Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507

Attn: Linda Gorton, Mayor

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY:_____
Linda Gorton, Mayor

FRONTRUNNERS LEX

BY: Jason Schubert

Title: Coordinator, Frontrunners Lexington

ATTEST:

_____
Clerk of the Urban
County Council

4933-7006-3972, v. 1

RESOLUTION NO. ____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH FRONTRUNNERS LEX, INC., FOR THE ANNUAL PRIDE RUN, AT A COST NOT TO EXCEED $2,000.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with Frontrunners Lex, Inc., for the annual Pride Run, at a cost not to exceed $2,000.00.

Section 2 – That an amount, not to exceed the sum of $2,000.00, be and hereby is approved for payment to Frontrunners Lex, Inc., from account # 1101-133001-71299, pursuant to the terms of the Agreement.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0843-25:GET: 4914-6709-4119, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0845-25

File ID:	0845-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Public Safety Administration
				File Created:	09/03/2025
File Name:	Purchase of Service Agreement with Lexington-Fayette Animal Care and Control, LLC			**Final Action:**	

Title: Authorization to enter into a 12-month Purchase of Service Agreement and related Lease Agreements for animal control services with Lexington-Fayette Animal Care and Control, LLC beginning on July 1, 2025. The cost for FY26 is $2,350,000. Funds are budgeted. (L0845-25) (Armstrong)

Notes:

Sponsors:

Enactment Date:

Attachments: Animal Care and Control Blue Sheet Memo FY'26, FY'26 Animal Care & Control Purchase of Service Agreement, FY'26 Animal Care & Control Vehicle Lease Agreement, FY'26 Animal Care & Control Vehicle Exhibit A, Addendum, RESO 0845-25 Animal Care and Control PSA and Vehicle Lease Agreement 2025 4907-5255-9975 v.1.docx

Enactment Number:

Deed #:

Hearing Date:

Drafter: Sandy Jordan

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0845-25

Title

Authorization to enter into a 12-month Purchase of Service Agreement and related Lease Agreements for animal control services with Lexington-Fayette Animal Care and Control, LLC beginning on July 1, 2025. The cost for FY26 is $2,350,000. Funds are budgeted. (L0845-25)(Armstrong)

Summary

Authorization to enter into a 12-month Purchase of Service Agreement and related Lease Agreements for animal control services with Lexington-Fayette Animal Care and Control,

LLC beginning on July 1, 2025. The cost for FY26 is $2,350,000. Funds are budgeted. (L0845-25)(Armstrong)

The initial term of the agreement is twelve (12) months, expiring June 30, 2026, with an automatic renewal period of an additional three (3) months.

Budgetary Implications]: Yes

Advance Document Review:

Law: Yes, Completed by Gabriel Thatcher, August 5, 2025

Risk Management: No

Fully Budgeted: Yes

Account Number: 1101-505002-0001-71299

This Fiscal Year Impact: $2,350,000.00

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance: budgeted

MAYOR LINDA GORTON

LEXINGTON

KEN ARMSTRONG
COMMISSIONER
PUBLIC SAFETY

TO: Mayor Linda Gorton
Members, Urban County Council

FROM: Ken Armstrong, Commissioner of Public Safety

DATE: September 3, 2025

SUBJECT: Purchase of Service Agreement with Lexington-Fayette Animal Care and Control, LLC

Request: To request approval of the Purchase of Service Agreement with Lexington-Fayette Animal Care and Control, LLC

Authorization to: Enter into a 12-month Purchase of Service Agreement and related Lease Agreement for animal control services with Lexington-Fayette Animal Care and Control, LLC beginning on July 1, 2025.

The initial term of the agreement is twelve (12) months, expiring June 30, 2026, with an automatic renewal period of an additional three (3) months.

Why are you requesting? Lexington-Fayette Urban County Government provides funding for Lexington-Fayette Animal Care and Control, LLC.

Department needs this action completed because: The contract for last fiscal year has expired. Budget must be in place before preparation of contract for new fiscal year.

The cost for this FY is: $2,350,000.00

The cost for future FY is: Unknown based on future requests from Lexington-Fayette Animal Care and Control, LLC

Are the funds budgeted? Yes.

The funds are budgeted or a budget amendment is in process: Funds are budgeted for FY 2026.

Account number: 1101-505002-0001-71299

File Number: 0845-25

Director/Commissioner: Ken Armstrong, Commissioner of Public Safety

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, is made and entered into on the 3rd day of _____, 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A (hereinafter "Government") on behalf of its Department of Public Safety (hereinafter "Sponsor"), and **LEXINGTON-FAYETTE ANIMAL CARE AND CONTROL, LLC**, a Kentucky limited liability company (hereinafter "Organization"), with offices located at 1600 Old Frankfort Pike, Lexington, Kentucky 40504;

W I T N E S S E T H:

That for and in consideration of the mutual promises and covenants herein stated, Government and Organization agree as follows:

1. **EFFECTIVE DATE; TERM.** Government hereby retains Organization for the period beginning on July 1, 2025, and continuing for a period of twelve (12) months from that date. The Agreement is automatically renewable for up to three (3) additional months, unless the Agreement is terminated as provided in Section 11 herein.

2. **PAYMENT.** Government shall pay Organization the sum of Two Million Three Hundred Fifty Thousand Dollars ($2,350,000.00) for the services required by this Agreement, said services being more particularly described in the Addendum attached hereto and incorporated herein by reference, one-twelfth (1/12) of which shall be payable on or before the fifteenth day of each month, July to June, inclusive. Organization shall perform all duties and services included in the Addendum attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein.

    a. Government shall make payment under this Agreement upon timely submission of a monthly invoice from Organization, accompanied by data satisfactory to Government to document entitlement to payment for the Services. Government shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. If Organization does not timely provide the aforesaid deliverables, or if it is determined by Government that the Services performed or the deliverables provided are inadequate or defective, Government shall have the option to grant an extension, refuse payment, and/or to demand repayment.

    b. If this Agreement is automatically renewed for an additional three (3) months, then the amount of funds provided in any additional term shall be based upon the amount which is approved by the Urban County Council as part of the Lexington-Fayette Urban County Government's Annual Budget, and those Funds will be payable in the same manner as provided herein.

3. **INSURANCE; INDEMNITY.**
    a. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be

properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to LFUCG upon request. General Liability ($1 million per occurrence, $2 million aggregate or $2 million combined single limit); Commercial Automobile Liability (combined single, $1 million per occurrence), only if Organization utilizes automobiles in the performance of this Agreement; (if applicable) Professional Liability ($1 million per occurrence, $2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability ($1 million).

b. Organization shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of, or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of Organization or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

c. Organization understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld.

d. Organization further understands and agrees that its obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

e. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

f. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

4. **VEHICLES**. Government shall lease up to thirteen (13) vehicles to Organization as further consideration for the services required by this Agreement. Said vehicles shall only be used for purposes of animal control, shall be leased to Organization for use during the term and for the purposes authorized by this Agreement and shall be subject to the additional terms of a lease agreement between the parties.

5. **COMPLIANCE.** Organization shall keep itself informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall defend, indemnify, and hold harmless Government, its officers, agents and employees against any claim or liability arising from or based on violation or alleged violation of any such laws, ordinances or regulations. Organization represents that it has filed federal, state and local income tax returns required by law in the legally prescribed time and manner. Upon request, Organization will provide copies of all of the executed originals of the aforementioned tax returns filed for Organization's most recent or current tax year.

6. **REPORTING.** Organization shall, at the end of each month and by no later than the fifteenth (15th) working day of the succeeding month, make available to Sponsor: a report containing, for each of the services enumerated in the Addendum attached hereto, which were provided in the preceding month, a description of the services provided, including the quantity of the services provided, and any monies collected on behalf of the Urban County Government.

7. **RECORDS.** Books of accounts related to this Agreement shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to Organization, shall be maintained at the principal place of business of Organization set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of Organization at all reasonable times and, if it desires, it may have the books and papers of Organization audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by Government to provide assistance with such request.

8. **MONITORING.** Government may designate such persons as may be necessary to monitor and evaluate the services rendered by Organization. Government shall have reasonable access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of the Government.

9. **EQUAL OPPORTUNITY; FAIRNESS ORDINANCE.** Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation or gender identity, or handicap, and shall promote equal opportunity in employment through a positive, continuing program of equal opportunity employment. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with Government's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any document attached to this Agreement and incorporated herein by reference.

10. **SEXUAL HARASSMENT.** Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure that provides for a confidential investigation of all complaints. The policy shall be given to all employees and shall be posted at all locations where Organization conducts business. The policy shall be made available to the Commissioner of the Department of Public Safety within thirty (30) days of the execution of this Agreement.

11. **TERMINATION.** Unless either party, not less than ninety (90) days prior to June 30, 2026, gives the other party notice in writing that this Agreement shall not be extended, the Agreement shall automatically be extended for successive periods of three (3) months each upon the expiration of each period, upon the same terms and conditions as are contained herein, unless either party shall, not less than ninety (90) days next preceding the termination of any period, give the other party notice in writing that this Agreement shall not be so extended.

12. **ENTIRE AGREEMENT.** This instrument and the Addendum incorporated herein contain the entire agreement between the parties and no statement, promise or inducement made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed thereon.

13. **AUDIT.** Organization shall comply with the audit requirements of 200 CFR Part 200 Subpart F, if applicable. Government shall have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by Government, it may be performed in conjunction with and as part of an audit of the Lexington Humane Society, or independently, in the discretion of Organization. If an audit is requested, the audit shall be conducted by independent certified public accountants at Organization's expense, who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. For any audit performed, including a 200 CFR Part 200 audit, if applicable, a copy of the audit or clean audit opinion letter from an independent certified public accountant, shall be submitted to Government upon

request.

14. **INVESTMENT.** Organization agrees that it shall apply all funds received by it from Government in accordance with the following investment policy guidelines:

A. Objectives--Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these Policies.

B. Investment Funds Management--The governing board may elect to either:

(1) manage its investment through its president where the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the president and the operating staff;

-or-

(2) utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulations. The trust department may utilize its regular short-term 100% U.S. Treasury Fund for daily funds investment. The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of option 2 the cost shall be competitive among local trust departments.

C. Investment Policies--Safety and Prudence.

(1) Short-term liquidity funds shall be invested in "riskless" investments, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or deposits collateralized by U.S. Treasury securities with a current market value of at least 100%, or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to meet projected cash flow needs.

Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

(2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to

the "prudent man" investment rule as well as general trust law.

(3) All investments shall be reviewed monthly by a finance or investment committee of the agency.

(4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are fully insured.

15. **NOTICE.** Any notice or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given by hand delivery or U.S. Mail. If mailed, such notice shall be via certified mail, return receipt requested.

Notice shall be sent to the Government at the following:

Lexington-Fayette Urban County Government
Attn: Commissioner of Public Safety
200 East Main Street
Lexington, KY 40507

Notice shall be sent to the Organization at the following:

Lexington-Fayette Animal Care and Control, LLC
1600 Old Frankfort Pike
Lexington, KY 40504

16. **NO ASSIGNMENT**. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of the Government.

17. **NO THIRD-PARTY RIGHTS**. This Agreement does not create a contractual relationship with or right of action in favor of any third party against either Organization or Government.

18. **KENTUCKY LAW AND VENUE**. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

19. **AMENDMENTS**. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that Government may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of the Mayor.

20. **WAIVER**. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

LEXINGTON-FAYETTE ANIMAL CARE AND CONTROL, LLC

BY: LEXINGTON HUMANE SOCIETY, ITS MEMBER

BY: _____
SUMMER JACKSON, PRESIDENT

BY: _____
REBECCA SHERMAN, CHAIRPERSON
BOARD OF DIRECTORS

4923-8186-4276, v. 2

VEHICLE LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of the ___ day of _____, 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A (hereinafter "Government") on behalf of its Department of Public Safety, 200 East Main Street, Lexington, Kentucky and **LEXINGTON-FAYETTE ANIMAL CARE AND CONTROL, LLC**, a Kentucky limited liability company (hereinafter "Organization"), with offices located at 1600 Old Frankfort Pike, Lexington, Kentucky;

W I T N E S S E T H:

WHEREAS, Government and Organization have entered into a Purchase of Service Agreement dated _____, 2025, whereby Organization provides animal control services for Government; and

WHEREAS, the Purchase of Service Agreement between Government and Organization obligates Government to lease up to thirteen (13) vehicles to Organization to be used for purposes of animal control; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein expressed and further contained in the Purchase of Service Agreement, Government and Organization agree as follows:

1. Lease of Equipment: Government hereby demises, leases and lets to Organization, and Organization rents, leases and hires from Government up to thirteen (13) vehicles more particularly described in Exhibit "A", attached hereto and incorporated herein by reference. The use of all vehicles provided to Organization by Government shall continue to be governed by the terms of this Vehicle Lease Agreement.

2. Lease Term. This Lease shall commence on the date hereof and shall continue until the termination of the Purchase of Service Agreement between Government and Organization.

3. Rental. Government and Organization understand and intend that the obligation of Organization to provide animal control services for Government is and shall be sufficient consideration for the rent of the vehicles.

4. Title to the Equipment. Title to the vehicles, including any and all repairs and replacements thereof, but excluding any additions made thereto by Organization, shall at all times during the Lease Term be in Government.

5. Maintenance of Equipment. Organization agrees that at all times during the Lease Term it shall maintain, preserve and keep the vehicles in good repair, working order, and condition and that Organization shall from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals. Should repairs, replacements or renewals to the vehicles be necessary, Organization agrees that it shall purchase and utilize only new original equipment by manufacturer ("OEM") parts.

Organization shall obtain regular and routine vehicle maintenance and repair services from

Government's Division of Fleet Services. At Organization's request, Government will provide such services for Organization, provided, however, that the cost to Government shall not exceed the sum of Forty Thousand Dollars ($40,000.00) and any cost in excess of this sum shall be borne by Organization. Government shall submit a statement to Organization for the actual parts, supplies and costs incurred by Government in providing these services to Organization, in excess of the not-to-exceed amount, and Organization will reimburse Government for such costs within thirty (30) days of receipt of the statement. Upon request, Government will provide Organization with an estimate of anticipated costs of repair and will inform Organization of the then current total cost incurred by Government in providing vehicle maintenance and repair services for Organization. Organization shall use its best efforts to fully comply with all applicable Division of Facilities and Fleet Management policies and procedures.

6. Taxes and Charges. In the event that the use, possession, or acquisition of any vehicle is found to be subject to taxation in any form, Organization will pay during the Lease Term all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the vehicles, and any vehicle or other property acquired in substitution for or as a replacement of the vehicles, as well as all other charges incurred in the operation, maintenance, use, and upkeep of the vehicles.

7. Insurance; Indemnity.

a. At all times relevant to the performance of this Lease, Organization shall, at its own expense, maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to LFUCG upon request. General liability ($1 million per occurrence, $2 million aggregate or $2 million combined single limit); Automobile Liability (combined single, $1 million per occurrence); Excess/Umbrella Liability ($2 million per occurrence). Said coverages shall be sufficient to protect the Full Insurable Value of the vehicles and to protect Government and Organization from liability in all events. Any insurance that Organization carries shall comply with the Lexington-Fayette Urban County Government's Division of Fleet Services basic repair procedures. All insurance proceeds from casualty losses shall be payable to Government and Organization as their interest in vehicles, and additions thereto, may appear.

b. Organization shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of, or breach of this Lease and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of Organization or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

c. Organization understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld.

d. Organization further understands and agrees that its obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

e. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Lease.

f. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

8. Disclaimer of Warranties. GOVERNMENT MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, MERCHANTABILITY, OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE VEHICLES, OR ANY WARRANTY WITH RESPECT THERETO. In no event shall Government be liable for any incidental, indirect, special, or consequential damage in connection with, or arising out of, this Lease Agreement.

9 Use of Equipment. Organization will not install, use, operate, or maintain the vehicles improperly, carelessly, in violation of any applicable law, or in a manner contrary to that contemplated by the Purchase of Service Agreement between Government and Organization. Organization shall obtain and maintain all permits and licenses, if any, necessary for use and operation of the vehicles. In addition, Organization shall comply in all respects with all laws of the jurisdiction in which it operates any of the vehicles.

10. Assignment of Lease. This Lease and the interest of the Organization in the vehicles may not be assigned or encumbered in whole or part by Organization for any reason without the prior written consent of Government.

11. Default. Organization's failure to comply with any of the terms of the Purchase of Service Agreement or this Lease Agreement shall constitute an event of default. Upon the occurrence of any event of default, Government shall be entitled immediately to re-take possession of the vehicles and to take any other action which may appear necessary or desirable to enforce its rights as owner of the vehicles.

12. Prior Agreements. All prior vehicle lease agreements between the parties are terminated by mutual agreement.

13. Notice. All notices and other communications given or required to be given under this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States mail, postage pre-paid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

Organization: Lexington-Fayette Animal Care and Control, LLC
1600 Old Frankfort Pike
Lexington, Kentucky 40504
Attn: President

Government: Lexington-Fayette Urban County Government
Department of Public Safety
200 East Main Street
Lexington, Kentucky 40507
Attn: Commissioner

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first herein written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

LEXINGTON-FAYETTE ANIMAL CARE AND CONTROL, LLC

BY: LEXINGTON HUMANE SOCIETY, ITS MEMBER

BY: _____
SUMMER JACKSON, PRESIDENT

BY: _____
REBECCA SHERMAN, CHAIRPERSON
BOARD OF DIRECTORS

4897-1315-9768, v. 3

LEXINGTON-FAYETTE ANIMAL CARE AND CONTROL VEHICLE
EXHIBIT "A"

	Date Received	Make/Model	Year	Unit	Mileage	Vin #	Plate #	Status
1	3/24/2016	Ford Escape	2016	9174	93175	1FMCU9G94GUC82183	C6388	In Use
2	10/6/2016	Ford F250 Pickup	2016	9173	161831	1FT7X2B67GED29203	C7746	In Use
3	8/13/2016	Ford Utility	2017	9172	65138	1FM5K8AR8HGA24525	C7752	In Use
4	10/22/2020	Chevy 3500HD	2020	7939	59290	1GB4YSE74LF234174	E0482	In Use
5	4/29/2021	Chevy Express 2500	2021	7973	62539	1GCWGAFP9M1199811	KY1272	In Use
6	6/1/2022	Chevy Tahoe	2019	7903	51291	1GNSKFEC4KR379292	D7622	In Use
7	7/17/2023	Toyota Tacoma	2015	7669	86118	5TFTX4CN8FX050281	C2549	In Use
8	8/1/2023	Ford F150 Pickup	2016	7746	77960	5TFTX4CN4FX050147	C6901	In Use
9	11/15/2023	Chevy Silverado	2023	7100	9901	1GCUDAED5PZ284626	H6L466	In Use
10	6/5/2024	Toyota Tacoma	2015	7671	70538	5TFTX4CN4FX050147	C2551	In Use
11	5/8/2025	Chevy 2500 HD Silverado	2024	7189	677	1GC5YLE73RF205182	K0Y506	In Use
12	5/15/2025	Ford F150 Pickup	2016	7776	67154	1FTMF1EF3GKE99507	C9709	In Use
13	5/20/2025	Chevy 2500 HD Silverado	2024	7183	115	1GC5YLE72RF205240	K0Y504	In Use

ADDENDUM

1. Organization shall operate the Urban County Government's animal care and control program.

2. Pursuant to Lexington-Fayette Urban County Government Code of Ordinances (the "Code") Section 4-22(a), Organization shall provide and maintain an animal shelter as the urban-county animal shelter and designated licensing facility for Government's use. The animal shelter and designated licensing facility shall comply with all applicable federal, state and local laws.

3. In compliance with all applicable federal, state and local laws, Organization shall employ and maintain a staff of animal control officers for the pick-up and handling of animals within Fayette County in accordance with Code Sections 4-2 through 4-10.1, 4-11.1 (to the extent facilities and qualified staff are available for enforcement of Section 4-11.1), 4-12.2, 4-12.3, 4-12.4, 4-12.5, 4-14, 4-16 through 4-22 (excluding the provisions in Section 4-21.1 and 4-21.2 related to the implementation of the Spay and Neuter Grant Program, but including the enforcement provisions thereof), and Article III of Chapter 4 as it relates to the mistreatment of horses. Organization will assist, to the best of its ability, with emergency situations involving natural disaster and other large-scale events as outlined in the MOU with Lexington-Fayette Urban County Government (LFUCG). The staff shall include a minimum of ten individuals with animal control authority at all times. Exceptions to the minimum staff requirement are authorized for reasonable periods to accommodate normal employee turnover.

4. Due to the nature of the duties involved and possibility of conflict between Organization's employees and the general public, Organization shall make every reasonable effort to train and counsel employees so that they are able to conduct themselves in a courteous and professional manner while carrying out their duties.

5. Organization shall employ sufficient personnel to respond to requests for services during regular business hours and after-hours in response to emergency calls. Emergency calls are defined as calls involving injured animals when the location and type of animal involved is provided, police or fire assistance with animals or animal bite cases when police or fire personnel remain on scene with the animal until the Organization responds, and livestock running at-large. Organization shall not be required to respond to citizen requests after 11:00pm on Monday through Saturday and after 6:00pm on Sunday.

6. Organization shall provide for response to emergency calls from the Government's Division of Police and Division of Fire and Emergency Services on a 24-hour daily basis, including weekends and holidays.

7. Organization shall maintain an office at least six hours per day, six days per week, exclusive of legally declared urban county government holidays, for the purpose of returning to owners animals picked up or received by Organization, collecting fees, and issuing licenses.

8. Under normal circumstances and when determined by Organization to be necessary and feasible, Organization shall provide for patrols to seek out and capture animals running at-large within the county. Organization shall establish the routes of said patrols in an effort to provide more frequent coverage of those areas that prove to be problem areas.

9. Organization shall make a reasonable effort to notify the owner of any properly tagged or microchipped animal that it picks up or receives prior to the transfer or euthanasia of the animal.

10. Organization shall, in addition to other duties enumerated herein, assist the public in capturing loose dogs, injured animals and animals that pose a threat to public safety; capture and impound, for the purpose of quarantining, any dog, cat or ferret which has bitten someone. Organization's duty to assist the public in capturing loose animals extends only to assistance serving a public purpose, not on private property. Accordingly, Organization is not required to assist the public in capturing wildlife (as defined by KRS 150.010(41), including animals such as ducks, geese, squirrels, skunks, raccoons or opossums) that is a private nuisance or inconvenience and does not pose a risk to public health or safety.

11. Organization shall collect and remit to the Urban County Government twenty-five dollars ($25.00) of the pick-up fee for livestock and fowl set forth in Section 4-21 (c) of the code and shall maintain records indicating the number of and type of animal picked up, the disposition of said animals, and the amount received therefore.

12. Organization shall collect the redemption fee set forth in Section 4-21 (d) of the code for impounded dogs and cats, twenty-five dollars ($25.00) of which shall be remitted to the Urban County Government and the balance of which shall be used for the Spay and Neuter Grant Program.

13. Organization shall act as Government's agent for the issuance of animal licenses and may retain six dollars ($6) of the fee for each altered dog or cat license and ten

dollars ($10) for each unaltered dog or cat license that it (or its agent) issues pursuant to Section 4-12.3(e) of the Code.

Discrimination and Harassment

LFACC is committed to providing a work environment free of all forms of discrimination and harassment based upon race, sex, color, religion, national origin, age, disability, marital status, veteran status or any other legally protected status. As an associate, you have an obligation to refrain from discrimination and harassment. Harassment is verbal or physical conduct that denigrates or shows hostility or aversion towards a person because of sex, color, race, religion, national origin, marital status, veteran status, age or any other protected category. It includes but is not limited to epithets, slurs or negative stereotyping, threatening, hostile or intimidating acts, and written or graphic material that denigrates or shows aversion towards a person.

HARASSMENT RELIEF

Associates who feel they have been subjected to harassment or know of harassment existing in the workplace, must immediately contact Human Resources and report the facts. All complaints of harassment will be promptly and thoroughly investigated. No adverse action will be taken against any associate who makes a good-faith report of harassment, and retaliation of any kind against such an associate will not be tolerated.

With respect to sexual harassment, LFACC prohibits unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual or otherwise offensive nature, as well as offensive comments, jokes, innuendoes, and other sexually oriented statements. Examples include, but are not limited to:

Touching, rubbing, or brushing against another's body
Violating someone's "personal space"
Whistling or "cat calling"
Lewd, off-color, sexually oriented comments or jokes
Foul or obscene language that is lewd or off-color
Leering, staring, stalking
Suggestive or sexually explicit posters, calendars, photographs, etc.
Unwanted or offensive letters or poems
Offensive e-mail, voice mail or text messages, and/or
Any other conduct or behavior deemed inappropriate by LFACC

Any associate who wants to report an incident of sexual or other unlawful harassment should promptly report the matter to his or her supervisor. If the supervisor is unavailable, the associate feels uncomfortable or believes it would be inappropriate to contact the person, the associate should contact Human Resources. Associates can raise concerns and make reports without fear of reprisal.

Supervisors and managers at all levels are responsible for ensuring the LFACC work environment is free from sexual and other forms of harassment. If they learn of sexual harassment, whether through an employee complaint, personal observation, or any other source, they have an affirmative obligation to report such information to Human Resources immediately. All efforts will be made to maintain the privacy and confidentiality of any incidents reported and investigated. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action up to and including termination.

All harassment investigations will be handled in as confidential a manner as possible, consistent with a thorough investigation, and only those persons necessary for the investigation and resolution of the complaint will be given necessary information regarding the case. After concluding the investigation, Human Resources will ordinarily contact the complaining associate to advise him/her with respect to the resolution of the matter. Any affected associate should immediately report any recurrence of harassment or retaliation of any kind to Human Resources.

RESOLUTION NO. ____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT AND VEHICLE LEASE AGREEMENT, WITH LEXINGTON-FAYETTE ANIMAL CARE AND CONTROL, LLC, FOR ANIMAL CONTROL SERVICES, AT A COST NOT TO EXCEED $2,350,000.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Purchase of Service Agreement and Vehicle Lease Agreement, which is attached hereto and incorporated herein by reference, with Lexington-Fayette Animal Care and Control, LLC, for Animal Control Services, at a cost not to exceed $2,350,000.00.

Section 2 – That an amount, not to exceed the sum of $2,350,000.00, be and hereby is approved for payment to Lexington-Fayette Animal Care and Control, LLC, from account # 1101-505002-0001-71299, pursuant to the terms of the Agreement.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0845-25:GET:4907-5255-9975, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0847-25

File ID:	0847-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**	10-2016	**In Control:**	General Services
				File Created:	09/03/2025
File Name:	KAWC Franchise Renewal Extension			**Final Action:**	

Title: Authorization to renew the utility franchise agreement with Kentucky American Water for an additional five (5) year term, through January 20, 2031, pursuant to the terms of the franchise agreement and Ordinance No.144-15. This would be Kentucky American Water's second renewal. No budgetary impact. (L0847-25)(Ford)

Notes: See file# 0886-20 Res #463-2020 for last extension renewal.

RIO 9/4/2025. MS

Sponsors:		**Enactment Date:**	
Attachments:	Memo KAWC Franchise Renewal Extension.docx, KAWC Franchise Agreement Contract #10-2016.pdf, KY American Water Ordinance #144-15.pdf, RESO 0847-25 KAW Franchise Renewal 4936-3057-5719 v.1.doc	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Sandra Lopez	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0847-25

Title

Authorization to renew the utility franchise agreement with Kentucky American Water for an additional five (5) year term, through January 20, 2031, pursuant to the terms of the franchise agreement and Ordinance No.144-15. This would be Kentucky American Water's second renewal. No budgetary impact. (L0847-25)(Ford)

Summary

Authorization to renew the utility franchise agreement with Kentucky American Water for an additional five (5) year term, through January 20, 2031, pursuant to the terms of the franchise agreement and Ordinance No.144-15. This would be Kentucky American Water's

second renewal. No budgetary impact. (L0847-25)(Ford)

Advance Document Review:

Law: Yes, Completed by Attorney, Gabriel Thatcher, 7-10-2025

Risk Management: No

Budgetary Implications: NA

Fully Budgeted: NA

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: _____
Chris Ford, Commissioner of General Services

DATE: July 9, 2025

SUBJECT: Utility Franchise Agreement Renewal – Kentucky American Water

---

Request:

Request Council authorization to renew the utility franchise agreement with Kentucky American Water for an additional 5 year term, through January 20, 2031, pursuant to the terms of the franchise agreement and Ordinance No. 144-15.

Purpose:

Kentucky American Water was awarded a non-exclusive utility franchise in January 2016, for its water distribution system in Fayette County. The initial term of this agreement was for five years, with an option to renew two additional terms, at five years per renewal. The agreement was renewed for the first time in October 2020. The current agreement term expires January 20, 2026. Kentucky American Water now requests a second renewal term, through January 2031, and it is the administration's recommendation that the franchise agreement be renewed for an additional five years.

The second renewal term is the final renewal option for this franchise agreement. However, this renewal agreement may be extended up to twelve (12) months by mutual agreement of LFUCG and the utility company to pursue good faith negotiation of a new franchise.

Budgetary Implication:

There is no budgetary impact associated with this agreement in the current or future fiscal years.

File Number: 0847-25

Commissioner: Chris Ford

FRANCHISE AGREEMENT

THIS AGREEMENT made and entered into this 21 day of January, 2016, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes (hereinafter "Lexington"), and **KENTUCKY AMERICAN WATER COMPANY**, a corporation created and existing under and by virtue of the laws of the Commonwealth of Kentucky, with its principal office at 230 Richmond Road, Lexington, Kentucky 40502 (hereinafter "KAWC").

WITNESSETH:

WHEREAS, by Ordinance No. 144-2015 (the "Ordinance"), enacted December 8, 2015, Lexington created a franchise for the privilege of constructing, erecting, laying, relaying, replacing, operating and maintaining a waterworks system within the public rights-of-way in Fayette County, Kentucky; and

WHEREAS, pursuant to the Ordinance Lexington authorized the advertising for bids on said franchise and KAWC submitted a timely bid to acquire said franchise; and

WHEREAS, by Resolution No. 021-2016, enacted January 21, 2016, Lexington accepted the bid of KAWC as substantially responsive to the Ordinance and in the best interest of the citizens of Lexington-Fayette Urban County; and

WHEREAS, Lexington and KAWC have agreed to accept the following as the terms of this Agreement and as those of the franchise.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein the receipt and sufficiency of all of which are hereby acknowledged, Lexington and KAWC agree as follows:

1. Lexington-Fayette Urban County Ordinance No. 144-2015, which is attached hereto as Exhibit "A" (the "Ordinance"), is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

2. The bid of KAWC for this franchise, which is attached hereto as Exhibit "B", is incorporated herein by reference in its entirety and shall apply as if fully set forth herein.

3. Lexington hereby grants unto KAWC a non-exclusive franchise for the privilege of constructing, erecting, laying, relaying, replacing, operating and maintaining a waterworks system upon, through, along, under and over the public streets, alleys, avenues, public roads, highways, sidewalks, and other public ways of the Lexington-Fayette Urban County Government in accordance with the terms of the Ordinance.

4. This Agreement shall commence on [Date], and shall expire as provided in the terms and provisions of the Ordinance.

5. In consideration of the granting of this franchise, KAWC agrees to pay to Lexington a sum equal to three percent (3%) of the gross annual revenues received by KAWC as the term "Gross Revenues" is defined in the Ordinance at Section 19(b) until such time as the fee may be increased by the Urban County Council pursuant to the terms and provisions of the Ordinance.

6. KAWC, its successors and assigns, in consideration of the grant, sale and conveyance of the above franchise, does hereby bind itself, its successors and assigns, to faithfully and fully perform each and every condition of said franchise as contained in this Agreement, and further to faithfully perform all acts required of it as the purchaser of said franchise.

7. This Agreement contains and embodies the entire agreement between the parties and shall be binding upon and inure to the benefit of the respective successors in

interest to the parties hereto. No changes, modifications or other deletions in this Agreement shall be effective unless and until the same are reduced to writing and approved, adopted, and executed in the same fashion as this Agreement.

IN TESTIMONY WHEREOF, the Lexington-Fayette Urban County Government has caused its name to be affixed hereto by the Mayor and Kentucky American Water Company, has caused its name to be affixed hereto by Nick O. Rowe, its properly authorized officer.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
JIM GRAY, MAYOR

ATTEST:

~~SUSAN REAMS~~, COUNCIL CLERK

KENTUCKY AMERICAN WATER COMPANY

BY: _____
Nick O. Rowe, PRESIDENT

STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Nick O. Rowe, as President of Kentucky American Water Company on this the 14th day of January, 2016.

My commission expires: 10/3/2016

_____
NOTARY PUBLIC
KENTUCKY, STATE-AT-LARGE

EXHIBIT A

ORDINANCE NO. 144 -2015

AN ORDINANCE CREATING AND ESTABLISHING FOR BID A NON-EXCLUSIVE WATER FRANCHISE AND PRIVILEGE TO CONSTRUCT, ERECT, LAY, RELAY, REPLACE, OPERATE AND MAINTAIN A WATERWORKS SYSTEM WITHIN THE PUBLIC RIGHTS-OF-WAY FOR AN INITIAL PERIOD OF FIVE YEARS WITH UP TO TWO RENEWAL PERIODS OF FIVE YEARS EACH; IN RETURN FOR PAYMENT TO THE URBAN COUNTY GOVERNMENT OF THE SUM OF AT LEAST THREE PERCENT (3%) OF EACH FRANCHISEE'S GROSS ANNUAL REVENUES RECEIVED FROM THE SERVICES PROVIDED WITHIN FAYETTE COUNTY, WITH THE ABILITY TO BE RAISED TO FIVE PERCENT (5%); AND FURTHER PROVIDING FOR COMPLIANCE WITH RELEVANT LAWS, REGULATIONS AND STANDARDS; A PERFORMANCE BOND; INDEMNIFICATION; INSURANCE; ACCESS TO PROPERTY AND INSPECTIONS; REPORTING; AUDITS; NOTICE OF FILINGS WITH THE PUBLIC SERVICE COMMISSION; CANCELLATION OR TERMINATION; PENALTIES FOR VIOLATIONS; AND BID REQUIREMENTS; ALL EFFECTIVE ON DATE OF PASSAGE.

BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - There is hereby created a non-exclusive franchise to construct, erect, lay, relay, replace, operate and maintain a waterworks system, embracing mains, pipelines, valves and valve boxes, hydrants, meters and meter boxes, service pipe and appurtenances, and any and all other facilities, appliances, apparatus and equipment necessary, used or useable, in the operation of a waterworks system for the purpose of supplying and to supply water to the inhabitants of Fayette County for domestic, commercial, industrial and other purposes within the right-of-ways through, upon, over, along and under bridges, viaducts, sidewalks, public places and on the main public roads and highways, streets, avenues and roads of the Lexington-Fayette Urban County Government (hereinafter, the "Rights-of-way") and together also with the right to transport water through its mains and pipelines to any other mains or pipelines, laid or to be laid, which are or may be connected therewith, subject to all the provisions of this Ordinance and any franchise agreement entered into pursuant to the terms of this Ordinance. This Ordinance does not excuse the franchisee from complying with any and all existing and future local laws and ordinances, as may be amended, including but not limited to the terms and provisions of Chapters 17, 17B, and 17C of the Code of Ordinances, Lexington-Fayette Urban County Government (the "Code"), and any applicable provisions of its zoning ordinance as may be amended (the "Zoning Ordinance"), which are incorporated herein by reference, and shall apply as if fully set forth herein to the extent that there is no express conflict with the terms or provisions of this Ordinance.

Section 2 - The person, firm or corporation that shall become the purchaser of said franchise, or any successor or assignee of such person, shall hereinafter be referred to as the "Company". The Lexington-Fayette Urban County Government shall hereinafter be referred to as "Lexington", or the "Government". The legislative body of Lexington is known in the Code as the Urban County Council and shall be referred to herein as the "Council." Unless otherwise defined herein, the applicable definitions and terminology contained in the provisions of the Code and/or the Zoning Ordinances shall apply.

Section 3 - The Company acquiring this franchise shall have the right and privilege of laying, maintaining and operating embracing mains, pipelines, valves and valve boxes, hydrants, meters and meter boxes, service pipe and appurtenances, and any and all other facilities, appliances, apparatus and equipment necessary, used or useable, now existing or hereafter installed, in the operation of a waterworks system, in, along and under the Rights-of-way within the corporate boundaries of Lexington as such boundaries now exist or may hereafter be extended (referred to herein as "System" or "Facilities"); subject to the provisions hereof and to all powers (including police power) inherent in, conferred upon, or reserved to Lexington, including but not limited to those contained in the Code.

Section 4 – In the operation of its System as it relates to the rights conferred by this franchise, the Company shall conform to at least the minimum standards or requirements contained in federal or state law or regulation related to the operation of a waterworks system. The quality of water to be furnished by the Company and the operating conditions affecting its quality shall be in accordance with the Safe Drinking Water Act, 42 U.S.C. §300f *et seq.* and the requirements and regulations of (i) the United States Environmental Protection Agency or any legally constituted federal body designated as its successor in jurisdiction, (ii) the Kentucky Natural Resources and Environmental Protection Cabinet, Division of Water or any legally constituted state body designated as its successor in jurisdiction, and (iii) the Public Service Commission or any legally constituted state body designated its successor in jurisdiction. The conditions and requirements of service to the inhabitants of Lexington and the rates to be charged by the Company for such service shall be in accordance with the lawful rules, regulations and orders of the Public Service Commission or its successor. In

addition to complying with all of the requirements contained in federal or state law or regulation, and the Code (as may be amended), the Company agrees that:

(a) All working facilities and conditions used during construction, installation and maintenance of Facilities under this franchise shall comply with the standards of the Occupational Safety and Health Administration;

(b) It shall construct and operate the System and Facilities under this franchise in accordance with all generally accepted related industry codes and standards;

(c) All materials, equipment and Facilities used or installed under this franchise shall be of good quality and in compliance with industry standards. In case of any defect in the work, materials or equipment, whether latent or patent, the Company will forthwith remedy such defects without cost to Lexington as soon as practicable under the circumstances or as otherwise provided under the Code; and

(d) In the construction or reconstruction or maintenance or removal of any of said Facilities, the Company shall have due regard for the rights of Lexington and others, and shall not interfere with, or in any way injure the property of Lexington or others lawfully under, on, or above the Rights-of-way. The Company shall comply with all the laws of the Commonwealth of Kentucky and the Code as to placing lights, danger signals or warning signs and shall be liable for any and all damage that may arise by reason of its failure or neglect to comply with the Code and laws. Work by the Company hereunder shall be done in a workmanlike manner and so as not to unnecessarily interfere with public use of the Rights-of-way.

Section 5 – The Company shall comply with all of the requirements of the Code and Zoning Ordinance pertaining to government or public construction and/or work in Rights-of-way, specifically including Section 17C of the Code, as it may be amended in the future.

Section 6 – In addition to any performance bond(s) required pursuant to Section 17C-23 of the Code, the Company may be required to provide a performance guarantee for significant projects with construction costs of one hundred thousand dollars ($100,000) or more involving the Rights-of-way. This performance guarantee shall be set in an amount and duration to be determined by the Chief Administrative Officer of Lexington or his or her designee upon discussing and verifying the scope of such a

project with the Company. The performance guarantee shall be in favor of Lexington to be issued by an entity subject to jurisdiction and venue in Fayette County, Kentucky. In no event shall Lexington require the total cumulative amount of such performance guarantee to exceed two hundred thousand dollars ($200,000), unless otherwise provided in this Ordinance or by law.

Section 7 – As consideration for the granting of this franchise, the Company agrees to defend, indemnify, and hold harmless Lexington and its officials, boards, members, agents and employees ("Lexington Indemnitees"), consistent with the indemnification and hold harmless provisions as set forth in Section 17C-17 of the Code, as it may be amended in the future. The obligation to defend, indemnify, and hold harmless does not include defending, indemnifying, and holding harmless the Lexington Indemnitees for their own negligent acts. The Company shall not unreasonably or unnecessarily obstruct roads or other public places or Right-of-ways and during the progress of any of its works shall exercise due care in the protection of the public from accident or injury.

Section 8 - The Company shall comply with all applicable federal, state or local non-discrimination and affirmative action requirements of any laws, regulations and executive directives, and shall not discriminate in its employment practices against any employee or applicant for employment because of race, color, religion, national origin, sex, age or physical handicap.

Section 9 - The Company shall maintain in full force and effect a commercial general liability insurance policy consistent with the insurance provisions set forth in Section 17C-16 of the Code, as it may be amended in the future.

Section 10 – (a) Lexington, through its Mayor or his or her designee, or through such assistants as Lexington may employ or designate, may, at all reasonable times and under reasonable conditions with prior notice, have access to all or any of the property located within the Rights-of-way owned or used in part or in whole by the Company in its operating and maintaining the System under this franchise. In like manner, Lexington's above-mentioned officers and assistants may at all reasonable times and under reasonable conditions with prior notice, inspect, and subject to reasonable confidentiality measures requested by the Company, examine or verify all or any of the accounts,

books, records, contracts, documents or papers of the Company relating to Gross Revenues in order to audit and recompute any amounts determined to be payable under this Ordinance consistent with the provisions of Section 20(b) of this Ordinance. In the event that Lexington determines that it desires an audit of this franchise, the Company agrees to comply with all reasonable requests of Lexington pertaining to obtaining any necessary information or documentation from the Company reasonably necessary to the administration of this franchise, subject to reasonable confidentiality measures requested by the Company.

(b) The Company agrees further to furnish the Mayor or his designee timely written notice of its filing an application with the Public Service Commission for an increase in general rates or change in its billing practices concurrently with said filing. Should Lexington choose to intervene in the Commission action, the Company shall not oppose such intervention, and Lexington shall be given access to records related to said application, as required by the Commission.

(c) The Company agrees to provide Lexington and the Council with information pertaining to its provision of services pursuant to this franchise upon reasonable request. This shall include, but is not necessarily limited to, attending official public meeting(s) at which some or all the Councilmembers are in attendance (in order to provide such information upon reasonable advance notice) and providing an annual update to the Council upon its request.

Section 11 - (a) The franchise hereby created shall be for an initial period of five (5) years from the date of acceptance by the Council.

(b) This franchise may be renewed for up to two (2) additional terms not to exceed five (5) years each upon the request of the Company and the approval of the request by the Council. The request shall be made in writing to Lexington's Mayor and Vice-Mayor at least one hundred eighty (180) days, but no earlier than one (1) year, in advance of the termination date of the Company's franchise agreement. The ultimate decision of whether to grant an additional franchise term shall solely be that of the Government.

(c) In addition, the term of the franchise may be extended up to twelve (12) months by agreement of the parties in order to provide for the good faith negotiation of a new franchise.

(d) This franchise is not exclusive, and the Government reserves the right to grant similar franchises to more than one Company. All franchises awarded pursuant to this Ordinance are intended to terminate at the same time. Therefore any other Company awarded a franchise pursuant to this Ordinance shall only be awarded a franchise that is equal in duration to the remaining term of the initial franchise(s).

(e) This franchise creates no vested rights in the Company and any installation or emplacement of Facilities by the Company in the Rights-of-way is at the Company's risk. If the Company is not granted a new or extended franchise upon the expiration of the term for which the franchise is granted, or if the Company's franchise is terminated or cancelled, as provided for herein, Lexington shall have the right to require the Company to remove at its own expense all portions of the System from all Rights-of-way within the confines of Fayette County. The Company shall be provided a reasonable time within which to remove its facilities.

(f) No assignment of this franchise or the System subject to this franchise shall take place without at least sixty (60) days' advance written notice to Lexington, and consent by Lexington, which consent shall not be unreasonably withheld. In the event that such an assignment is subject to the jurisdiction of the Public Service Commission, the Company agrees not to object to Lexington's intervention in any action before the Public Service Commission on this subject.

(g) The Company shall not object to Lexington's intervention in any action before the Public Service Commission involving the transfer of control of the Company.

Section 12 - (a) If, after the Company is provided the opportunity to appear and present evidence before Lexington's Chief Administrative Officer or his or her designee, Lexington determines that the Company has violated any of the following provisions of this Ordinance, the following penalties shall be recoverable. The above determination by the Chief Administrative Officer or his or her designee shall be in writing and provide the basis for the decision. Such determination shall be the final administrative decision and may be appealed to a court of competent jurisdiction.

(1) For the failure to complete any construction project contracted to be finished by no later than the ending term of any franchise awarded pursuant to this Ordinance or any extension of that franchise and it is not completed by that time, Lexington shall have the right, upon ten (10) days' notice to the Company, to impose a penalty of five hundred dollars ($500.00) per day or part thereof that the violation continues; in lieu of a penalty, the Company may post a performance bond, letter of credit or other surety acceptable to Lexington in an amount sufficient to complete such construction projects. This Section shall not apply to any projects for which performance bonds or other surety is already pledged.

(2) For failure to provide data and reports requested by Lexington and as required by this Ordinance the Company shall forfeit on hundred dollars ($100.00) per day or part thereof that the violation continues.

(3) For failure to pay the franchise fee when due pursuant to Section 19 of this Ordinance, or any itemized bill presented by Lexington pursuant to Section 5 of this Ordinance or this Section, the Company shall forfeit one hundred dollars ($100.00) per day or part thereof that the violation continues. However, this provision shall not apply if interest is assessed by Lexington pursuant to Section 20(c).

(b) If the Company fails to comply within thirty (30) days of any Council resolution directing compliance with any other provisions of this Ordinance, the Company shall forfeit one hundred dollars ($100.00) per day or part thereof that the violation continues. The decision of the Council may be appealed to a court of competent jurisdiction.

(c) The Company shall not be excused from complying with any of the terms and conditions of this Ordinance by any failure of Lexington, upon any one or more occasions, to insist upon the Company's performance or to seek the Company's compliance with any one or more of such terms or conditions. Payment of penalties shall not excuse non-performance under this Ordinance. The right of Lexington to seek and collect penalties as set forth in this Section is in addition to its right to terminate and cancel as set forth in Section 14 of this Ordinance.

Section 13 – The Company shall make all reasonable efforts to prevent interruptions of service in Fayette County and when such interruptions occur shall

endeavor to reestablish service with the shortest possible delay consistent with the safety of its customers, employees, and the general public. The Company shall continue to maintain its Kentucky corporate headquarters in Lexington, Fayette County, Kentucky, and agrees that it shall be staffed, at a minimum, with appropriate decision-making personnel for operations at the local level, which shall include, but not be limited to, the acceptance of payments, receipt of customer complaints, response to emergencies, and the general provisions of customer service.

Section 14 - (a) In addition to all other rights and powers pertaining to Lexington by virtue of the franchise or otherwise, Lexington, by and through the Council, reserves the right to terminate and cancel any franchise awarded pursuant to this Ordinance and all rights and privileges of the Company hereunder in the event that the Company:

(1) Willfully violates any material provision of the franchise or any material rule, order, or determination of Lexington made pursuant to the franchise, except where such violation is without fault or through excusable neglect or due to a force majeure;

(2) Willfully attempts to evade any material provision of the franchise or practices any fraud or deceit upon Lexington;

(3) Knowingly makes a material misrepresentation of any fact in the application, proposal for renewal, or negotiation of the franchise; or

(4) Fails to begin service restoration following seventy-two (72) consecutive hours of an interruption in service, except when approval of such interruption is obtained from Lexington. Such approval shall not be unreasonably withheld. In cases of force majeure or acts beyond the Company's control, approval shall be granted. Upon request, the Company shall provide daily restoration status reports.

(b) Prior to attempting to terminate or cancel this franchise pursuant to this Section, the Mayor or his designee, or the Council shall make a written demand that the Company do or comply with any such provision, rule, order or determination. If a violation described in Section 14(a) continues for a period of thirty (30) days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, Lexington may place its request for termination of the franchise as early as the next regular Council meeting agenda. Lexington shall cause to be served upon Company, at least ten (10) days prior to the date of such Council

meeting, a written notice of intent to request such termination and the time and place of the meeting, legal notice of which shall be published in accordance with any applicable laws.

(c) If a violation described in Section 14(a) of this Ordinance continues for a period of thirty (30) days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, Lexington may place its request for termination of the franchise as early as the next regular Council meeting agenda. The Government shall cause to be served upon the Company, at least ten (10) days prior to the date of such Council meeting, a written notice of intent to request such termination and the time and place of the meeting, legal notice of which shall be in accordance with any applicable laws.

(1) The Council shall consider the request of the Government and shall hear any person interested therein, and shall determine in its reasonable discretion, whether or not any alleged violation by the Company occurred or was with just cause.

(2) If such violation by the Company is found to have been with just cause, the Council shall direct the Company to comply therewith within such time and manner and upon such terms and conditions as are just and reasonable.

(3) If the Council determines such violation by the Company was without just cause, then the Council may, by resolution or ordinance, declare that the franchise of the Company shall be terminated and forfeited unless there is compliance by the Company within such period as the Council may fix.

Section 15 - The Company shall provide Lexington at least sixty (60) days' advance written notice of the foreclosure or other judicial sale of all or a substantial part of the Company's Facilities, or upon the termination of any lease covering all or a substantial part of its Facilities, and such notification shall be treated as a notification that an assignment of the franchise has taken place, and the provisions of Section 11 of this Ordinance, governing the consent of the Council to such assignment, shall apply.

Section 16 – (a) Lexington shall have the right to cancel this franchise within thirty (30) days after the appointment of a receiver, or trustee, to take over and conduct the business of the Company, whether in receivership, reorganization, bankruptcy, or other

action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said thirty (30) days, unless:

(1) Within thirty (30) days after his or her appointment, such receiver or trustee shall have fully complied with all the provisions of this Ordinance and remedied all defaults thereunder; and,

(2) Such receiver or trustee, within said thirty (30) days shall have executed an agreement, duly approved by the court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Ordinance and the franchise granted to the Company.

(b) The Company shall have the right to cancel this franchise upon any act of bankruptcy, receivership, reorganization, application for the appointment of a receiver, or any other initiation of insolvency proceedings on behalf of, or against, Lexington. Notwithstanding the foregoing, and subject to an order of an appointed trustee or receiver, Lexington does not waive the ability to claim that the Company is still required to pay Lexington a franchise fee in order to maintain its System or Facilities in the Rights-of-way.

Section 17 - It shall be the duty of the Mayor or his or her designee as soon as practicable after the passage of this Ordinance to offer for sale at public auction said franchise and privilege. In the event that additional interested bidders are identified or express an interest in obtaining a franchise after this initial offering, the additional offering and advertisement to accommodate such bidders is hereby authorized. Said franchise and privilege shall be sold to the highest and best bidder or bidders at a time and place fixed by the Mayor after he or she has given due notice thereof by advertisement or publication as required by law.

Section 18 - Bids and proposals for the purchase and acquisition of the franchise and privileges hereby created shall be in writing and shall be delivered to the Mayor or his designee upon the date and at the time fixed by him or her in said publication or advertisement for receiving same. Thereafter, the Mayor shall report and submit to the Council, at the time of its next regular meeting or as soon as practicable thereafter, said bids and proposals for its approval. The Council reserves the right, for and on behalf of Lexington, to reject any and all bids for said franchise and privileges; and, in case the bids

reported by the Mayor shall be rejected by the Council, it may direct, by resolution or ordinance, said franchise and privilege to be again offered for sale, from time to time, until a satisfactory bid therefore shall be received and approved.

(a) Each bid shall be accompanied by a nonrefundable payment to Lexington in the amount of five hundred dollars ($500.00) to cover its cost of advertising and other administrative expenses incurred.

(b) In addition, any bid submitted by an entity or person not already owning within the territorial limits of Fayette County a plant, equipment, and/or Facilities sufficient to render the service required by this Ordinance must be accompanied by cash or a certified check drawn on a bank of the Commonwealth of Kentucky, or a national bank, equal to five percent (5%) of the fair estimated cost of the system required to render the service, which check or cash shall be forfeited to the Government in case the bid should be accepted and the bidder should fail, for thirty (30) days after the confirmation of the sale, to pay the price and to give a good and sufficient bond in a sum equal to one-fourth (1/4) of the fair estimated cost of the system to be erected, conditioned that it shall be enforceable in case the purchaser should fail, within sixty (60) days, to establish and begin rendering the service in the manner set forth in this Ordinance. Bids shall include such documentation as is necessary to support the bidder's determination of the fair estimated cost of the system required to render the service. Lexington reserves the right to review any of bidder's supporting documentation which justifies bidder's determination of said estimated cost.

Section 19 - (a) In consideration for the granting of the franchise the Company agrees to pay the franchise fee as provided herein which shall automatically be established in an amount of three percent (3%) of the "Gross Revenues" as defined herein. Lexington reserves the right at any time, and upon reasonable notice, during the effective period of the franchise to be awarded hereby to impose upon the Company a franchise fee in an amount not to exceed five percent (5%), inclusive of the permitting fees provided in subsection 19(c), below, of the Gross Revenues as defined herein. At a minimum, the franchise fee is intended to apply to Gross Revenues received by the Company for water services provided within Fayette County which include the franchise fee as part of the tariff filed with the Public Service Commission as of the date of the

adoption of this Ordinance, and the Company expressly agrees that it will continue to pay franchise fees on the Gross Revenues derived from these services for the duration of this franchise. The Company will also assess and pay the franchise fee on any Gross Revenues from revised, amended, or additional tariffs (except for nonrecurring charges in Fayette County) unless Lexington specifically indicates that it does not want the fee to apply, and subject to any necessary approval by the Public Service Commission. Calculations of amounts payable hereunder and payments shall commence with the first billing period following tariff approval by the Public Service Commission. The Company is otherwise required to continue submitting payments to Lexington under the terms of its existing tariff and/or franchise until such time as this tariff approval is obtained.

(b) "Gross Revenues," for purposes of this Ordinance, shall include all revenues received from customers in Fayette County from the sale of water, service charges based upon the size of facilities, municipal fire connections and hydrants, private fire connections and hydrants, temporary service connections for construction purposes, reconnection charges, returned check charges, service line inspection fees, and bulk sales to customers in Fayette County.

(c) Pursuant to Section 17C-22 of the Code, as it may be amended in the future, the Company is also required to pay Lexington an additional amount intended to adequately compensate Lexington for its permitting and inspection of the Company's construction activities in the Rights-of-way. This amount is to be paid separately to Lexington at the time and under the terms as set forth in Chapter 17C of the Code. These permitting fees shall be in addition to the above franchise fee. These permitting fees may be calculated as an appropriate percentage of Gross Revenues at the option of the Company and remitted to Lexington quarterly. Notwithstanding the foregoing, the Company may elect to pay for its permit fees upon application for each respective permit upon approval of the person specified in Chapter 17C of the Code. These permitting fees are subject to change during the term of the franchise based upon an audit of the actual cost of permitting for Lexington, or a change in the amount of the respective permitting fees found in Section 17C-22 of the Code. In the event of such a change, the Company shall be provided at least sixty (60) days' advance written notice.

(d) No later than ten (10) working days after final acceptance of its bid by Lexington, or any subsequent notification of any change in the amount of the fees in this Section 19, the Company shall file an application or tariff with the Kentucky Public Service Commission to provide for prompt and satisfactory cost recovery of the amount(s) payable under this Ordinance and any franchise awarded pursuant to its terms for any amounts for which it desires recovery. The Company shall provide Lexington with copies of any tariffs it files with the Kentucky Public Service Commission related to the franchise in order to satisfy the obligations created herein. The Company is otherwise required to continue submitting payments to the Government under the terms of its existing tariff(s) and/or franchise until such time as any necessary approvals are obtained.

(e) If, after a period of sixty (60) days from the filing of the Company's above application, the Kentucky Public Service Commission shall have made no final determination concerning the prompt and satisfactory recovery of amounts payable by the Company under this Section of the Ordinance, then the Company's obligation to pay the amount specified in Section 19(a) of this Ordinance shall be suspended, provided the Company shall first give Lexington ten (10) days written notice of its intention to suspend payment pending the decision of the said Commission. In the event of suspension of the Company's obligation as herein provided, Lexington shall have the option to terminate this franchise within thirty (30) days of receipt of said written notification from the Company. Notwithstanding the above, any Company that had a previously existing franchise with Lexington shall continue to pay the fees established pursuant to its previous franchise.

Section 20 - (a) Payment of any amount due under this Ordinance shall be made monthly, within thirty (30) days of the end of the preceding calendar month. Upon request, and provided the Company has the capability to do so without additional cost, the Company shall deposit such payments electronically to an account specified by Lexington. In the event of suspension of the Company's obligation pursuant to Section 19(e) herein, said suspension shall not have application to any amount due hereunder for the preceding calendar month, and the gross income received by the Company during any such suspension period shall be excluded from the Company's annual Gross Revenues for the purpose of calculating amounts due under Section 19 (a) herein.

(b) No acceptance of any franchise fee payment by Lexington shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount nor shall acceptance be deemed a release to any claim Lexington may have for future or additional sums pursuant to this Ordinance. Lexington shall have the right to inspect the Company's income, financial, and records relating to Gross Revenues in order to audit, and to re-compute any amounts determined to be payable under this Ordinance. The Company shall respond to a reasonable request for information related to obtaining audit information within ten (10) business days unless agreed otherwise by the parties. This provision shall survive the term of any franchise agreement awarded pursuant to this Ordinance for a period of one (1) year. Any additional amount due to Lexington as a result of the audit shall be paid within ten (10) days following written notice to the Company by Lexington which notice shall include a copy of the audit report. If as a result of such audit or review Lexington determines that the Company has underpaid its franchise fee by five percent (5%) or more for any six (6) month period then in addition to making full payment of the relevant obligation it shall reimburse Lexington for all of the reasonable costs associated with the audit or review. If such audit or review is performed in connection with the granting of a new franchise, and extension of the terms of this franchise, a sale or transfer of control of the Company, or a substantive modification of the terms to, or an assignment of this franchise, the Company shall reimburse Lexington for all of the reasonable costs associated with the audit or review including all out-of-pocket costs for attorneys, accountants and other consultants.

(c) In the event that any franchise payment or recomputed amount is not made on or before the applicable dates heretofore specified, interest shall be charged from such date at the annual rate of eight percent (8%). Overpayments discovered by Lexington or the Company shall be an adjustment on the next monthly payment at an annual rate of interest of eight percent (8%).

(d) With respect to its billing of Lexington, the Company agrees to the following:

(1) Work with Lexington, without legal obligation, to improve electronic data sharing of billing information;

(2) Provide a monthly excel spreadsheet sent electronically that shall contain the account number, address, billing month, consumption volume and total cost of service for each account billed to Lexington.

(3) Upon request, an explanation of any and all billing adjustments or credits including the account(s) impacted and any and all late payments.

Section 21 – Bids offered for purchase of this franchise shall state the bidder's acceptance of the conditions set forth in this Ordinance. If any bid shall include an offer of payment over and above the terms of the franchise, then a certified check for said amount, payable to the Lexington-Fayette Urban County Government, shall be deposited with the Government. This amount shall be in addition to the provision for payments contained in Sections 19 and 20 of this Ordinance, which shall be considered as a condition of this franchise. Any check deposited by an unsuccessful bidder shall be returned when the Council shall have accepted the bid or bids, which in its judgment is or are the highest and best.

Section 22 – Any violation by the Company, its vendee, lessee, or successor of the provisions of this franchise or any material portions thereof, or the failure promptly to perform any of the provisions thereof, shall be cause for the forfeiture of any franchise awarded pursuant to this Ordinance and all rights hereunder after written notice to the Company and continuation of such violations, failure or default, as set forth in Section 14 of this Ordinance.

Section 23 – This Ordinance and any franchise awarded pursuant to it shall be governed by the laws of the Commonwealth of Kentucky, both as to interpretation and performance. The venue for any litigation related to this Ordinance or a franchise shall be in the court of competent jurisdiction in Fayette County, Kentucky.

Section 24 - This Ordinance and any franchise awarded pursuant to it does not create a contractual relationship with or right of action in favor of a third party against either Lexington or the Company.

Section 25 - If any section, sentence, clause or phrase of the Ordinance is held unconstitutional or otherwise invalid, such infirmity shall not affect the validity of the remaining Ordinance.

Section 26 - The franchise created by this Ordinance shall become effective when the Council accepts the bid(s) for it.

Section 27 - This Ordinance shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: December 8, 2015

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: December 17, 2015

EXHIBIT B

KENTUCKY
AMERICAN WATER

2300 Richmond Road
Lexington, KY 40502
www.kentuckyamwater.com

P 859.268.6333
F 859.268.6327

VIA HAND DELIVERY

December 18, 2015

Lexington-Fayette Urban County Government
Division of Central Purchasing
200 East Main Street
Room 338
Lexington, KY 40507

To Whom It May Concern:

In response to the Lexington-Fayette Urban County Government's offer of a water franchise, Kentucky-American Water Company ("KAW") hereby submits its bid and the enclosed check for $500.00 for the franchise advertised in the December 14, 2015 edition of the Lexington Herald-Leader. As indicated in that legal advertisement, this bid is in response to Invitation to Bid No. 192-2015 and as described in Ordinance No. 144-2015.

Please be advised that KAW has received the required Certificate of Public Convenience and Necessity from the Kentucky Public Service Commission authorizing the submission of this bid.

We appreciate the opportunity to bid and look forward to hearing back from you.

Sincerely,

Nick O. Rowe
President

2015 WINNER

American Water
PO Box 5600
Cherry Hill, NJ 08034

Check No. 1200009505
Check Date.12/14/2015

Invoice No	Remarks	Invoice amount	Cash Disc	Net Paid
121415	Franchise Ordinance from LFUCG	500.00	0.00	500.00
		500.00	0.00	500.00

Accu-Seal Patent 5,785,242 - 5,829,670

114304 LEXINGTON FAYETTE URBAN COUNTY GOV

CHECK CONTAINS A VOID PANTOGRAPH, MICROPRINT BORDER, CHEMICAL REACTANTS AND A WATERMARK ON BACK — HOLD AT AN ANGLE TO VIEW

American Water
PO Box 5600
Cherry Hill, NJ 08034

PNC BANK, NA
NEW JERSEY
55-277
312

NO. 1200009505
DATE 12/14/2015

150595

FIVE HUNDRED *******

$**********500.00*
VOID AFTER 90 DAYS

PAY TO THE
ORDER OF:
LEXINGTON FAYETTE URBAN COUNTY GOV
PO Box 13057
Lexington KY 40512-3057

AUTHORIZED SIGNATURE

AMERICAN WATER

⑈1200009505⑈ ⑆031202770⑆ 8013584806⑈

See Reverse Side For Easy Opening Instructions

American Water
PO Box 5600
Cherry Hill, NJ 08034

AMERICAN WATER

LEXINGTON FAYETTE URBAN COUNTY GOV
PO Box 13057
Lexington KY 40512-3057

ORDINANCE NO. 144 -2015

AN ORDINANCE CREATING AND ESTABLISHING FOR BID A NON-EXCLUSIVE WATER FRANCHISE AND PRIVILEGE TO CONSTRUCT, ERECT, LAY, RELAY, REPLACE, OPERATE AND MAINTAIN A WATERWORKS SYSTEM WITHIN THE PUBLIC RIGHTS-OF-WAY FOR AN INITIAL PERIOD OF FIVE YEARS WITH UP TO TWO RENEWAL PERIODS OF FIVE YEARS EACH; IN RETURN FOR PAYMENT TO THE URBAN COUNTY GOVERNMENT OF THE SUM OF AT LEAST THREE PERCENT (3%) OF EACH FRANCHISEE'S GROSS ANNUAL REVENUES RECEIVED FROM THE SERVICES PROVIDED WITHIN FAYETTE COUNTY, WITH THE ABILITY TO BE RAISED TO FIVE PERCENT (5%); AND FURTHER PROVIDING FOR COMPLIANCE WITH RELEVANT LAWS, REGULATIONS AND STANDARDS; A PERFORMANCE BOND; INDEMNIFICATION; INSURANCE; ACCESS TO PROPERTY AND INSPECTIONS; REPORTING; AUDITS; NOTICE OF FILINGS WITH THE PUBLIC SERVICE COMMISSION; CANCELLATION OR TERMINATION; PENALTIES FOR VIOLATIONS; AND BID REQUIREMENTS; ALL EFFECTIVE ON DATE OF PASSAGE.

BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - There is hereby created a non-exclusive franchise to construct, erect, lay, relay, replace, operate and maintain a waterworks system, embracing mains, pipelines, valves and valve boxes, hydrants, meters and meter boxes, service pipe and appurtenances, and any and all other facilities, appliances, apparatus and equipment necessary, used or useable, in the operation of a waterworks system for the purpose of supplying and to supply water to the inhabitants of Fayette County for domestic, commercial, industrial and other purposes within the right-of-ways through, upon, over, along and under bridges, viaducts, sidewalks, public places and on the main public roads and highways, streets, avenues and roads of the Lexington-Fayette Urban County Government (hereinafter, the "Rights-of-way") and together also with the right to transport water through its mains and pipelines to any other mains or pipelines, laid or to be laid, which are or may be connected therewith, subject to all the provisions of this Ordinance and any franchise agreement entered into pursuant to the terms of this Ordinance. This Ordinance does not excuse the franchisee from complying with any and all existing and future local laws and ordinances, as may be amended, including but not limited to the terms and provisions of Chapters 17, 17B, and 17C of the Code of Ordinances, Lexington-Fayette Urban County Government (the "Code"), and any applicable provisions of its zoning ordinance as may be amended (the "Zoning Ordinance"), which are incorporated herein by reference, and shall apply as if fully set forth herein to the extent that there is no express conflict with the terms or provisions of this Ordinance.

Section 2 - The person, firm or corporation that shall become the purchaser of said franchise, or any successor or assignee of such person, shall hereinafter be referred to as the "Company". The Lexington-Fayette Urban County Government shall hereinafter be referred to as "Lexington", or the "Government". The legislative body of Lexington is known in the Code as the Urban County Council and shall be referred to herein as the "Council." Unless otherwise defined herein, the applicable definitions and terminology contained in the provisions of the Code and/or the Zoning Ordinances shall apply.

Section 3 - The Company acquiring this franchise shall have the right and privilege of laying, maintaining and operating embracing mains, pipelines, valves and valve boxes, hydrants, meters and meter boxes, service pipe and appurtenances, and any and all other facilities, appliances, apparatus and equipment necessary, used or useable, now existing or hereafter installed, in the operation of a waterworks system, in, along and under the Rights-of-way within the corporate boundaries of Lexington as such boundaries now exist or may hereafter be extended (referred to herein as "System" or "Facilities"); subject to the provisions hereof and to all powers (including police power) inherent in, conferred upon, or reserved to Lexington, including but not limited to those contained in the Code.

Section 4 – In the operation of its System as it relates to the rights conferred by this franchise, the Company shall conform to at least the minimum standards or requirements contained in federal or state law or regulation related to the operation of a waterworks system. The quality of water to be furnished by the Company and the operating conditions affecting its quality shall be in accordance with the Safe Drinking Water Act, 42 U.S.C. §300f *et seq.* and the requirements and regulations of (i) the United States Environmental Protection Agency or any legally constituted federal body designated as its successor in jurisdiction, (ii) the Kentucky Natural Resources and Environmental Protection Cabinet, Division of Water or any legally constituted state body designated as its successor in jurisdiction, and (iii) the Public Service Commission or any legally constituted state body designated its successor in jurisdiction. The conditions and requirements of service to the inhabitants of Lexington and the rates to be charged by the Company for such service shall be in accordance with the lawful rules, regulations and orders of the Public Service Commission or its successor. In

addition to complying with all of the requirements contained in federal or state law or regulation, and the Code (as may be amended), the Company agrees that:

(a) All working facilities and conditions used during construction, installation and maintenance of Facilities under this franchise shall comply with the standards of the Occupational Safety and Health Administration;

(b) It shall construct and operate the System and Facilities under this franchise in accordance with all generally accepted related industry codes and standards;

(c) All materials, equipment and Facilities used or installed under this franchise shall be of good quality and in compliance with industry standards. In case of any defect in the work, materials or equipment, whether latent or patent, the Company will forthwith remedy such defects without cost to Lexington as soon as practicable under the circumstances or as otherwise provided under the Code; and

(d) In the construction or reconstruction or maintenance or removal of any of said Facilities, the Company shall have due regard for the rights of Lexington and others, and shall not interfere with, or in any way injure the property of Lexington or others lawfully under, on, or above the Rights-of-way. The Company shall comply with all the laws of the Commonwealth of Kentucky and the Code as to placing lights, danger signals or warning signs and shall be liable for any and all damage that may arise by reason of its failure or neglect to comply with the Code and laws. Work by the Company hereunder shall be done in a workmanlike manner and so as not to unnecessarily interfere with public use of the Rights-of-way.

Section 5 – The Company shall comply with all of the requirements of the Code and Zoning Ordinance pertaining to government or public construction and/or work in Rights-of-way, specifically including Section 17C of the Code, as it may be amended in the future.

Section 6 – In addition to any performance bond(s) required pursuant to Section 17C-23 of the Code, the Company may be required to provide a performance guarantee for significant projects with construction costs of one hundred thousand dollars ($100,000) or more involving the Rights-of-way. This performance guarantee shall be set in an amount and duration to be determined by the Chief Administrative Officer of Lexington or his or her designee upon discussing and verifying the scope of such a

project with the Company. The performance guarantee shall be in favor of Lexington to be issued by an entity subject to jurisdiction and venue in Fayette County, Kentucky. In no event shall Lexington require the total cumulative amount of such performance guarantee to exceed two hundred thousand dollars ($200,000), unless otherwise provided in this Ordinance or by law.

Section 7 – As consideration for the granting of this franchise, the Company agrees to defend, indemnify, and hold harmless Lexington and its officials, boards, members, agents and employees ("Lexington Indemnitees"), consistent with the indemnification and hold harmless provisions as set forth in Section 17C-17 of the Code, as it may be amended in the future. The obligation to defend, indemnify, and hold harmless does not include defending, indemnifying, and holding harmless the Lexington Indemnitees for their own negligent acts. The Company shall not unreasonably or unnecessarily obstruct roads or other public places or Right-of-ways and during the progress of any of its works shall exercise due care in the protection of the public from accident or injury.

Section 8 - The Company shall comply with all applicable federal, state or local non-discrimination and affirmative action requirements of any laws, regulations and executive directives, and shall not discriminate in its employment practices against any employee or applicant for employment because of race, color, religion, national origin, sex, age or physical handicap.

Section 9 - The Company shall maintain in full force and effect a commercial general liability insurance policy consistent with the insurance provisions set forth in Section 17C-16 of the Code, as it may be amended in the future.

Section 10 – (a) Lexington, through its Mayor or his or her designee, or through such assistants as Lexington may employ or designate, may, at all reasonable times and under reasonable conditions with prior notice, have access to all or any of the property located within the Rights-of-way owned or used in part or in whole by the Company in its operating and maintaining the System under this franchise. In like manner, Lexington's above-mentioned officers and assistants may at all reasonable times and under reasonable conditions with prior notice, inspect, and subject to reasonable confidentiality measures requested by the Company, examine or verify all or any of the accounts,

books, records, contracts, documents or papers of the Company relating to Gross Revenues in order to audit and recompute any amounts determined to be payable under this Ordinance consistent with the provisions of Section 20(b) of this Ordinance. In the event that Lexington determines that it desires an audit of this franchise, the Company agrees to comply with all reasonable requests of Lexington pertaining to obtaining any necessary information or documentation from the Company reasonably necessary to the administration of this franchise, subject to reasonable confidentiality measures requested by the Company.

(b) The Company agrees further to furnish the Mayor or his designee timely written notice of its filing an application with the Public Service Commission for an increase in general rates or change in its billing practices concurrently with said filing. Should Lexington choose to intervene in the Commission action, the Company shall not oppose such intervention, and Lexington shall be given access to records related to said application, as required by the Commission.

(c) The Company agrees to provide Lexington and the Council with information pertaining to its provision of services pursuant to this franchise upon reasonable request. This shall include, but is not necessarily limited to, attending official public meeting(s) at which some or all the Councilmembers are in attendance (in order to provide such information upon reasonable advance notice) and providing an annual update to the Council upon its request.

Section 11 - (a) The franchise hereby created shall be for an initial period of five (5) years from the date of acceptance by the Council.

(b) This franchise may be renewed for up to two (2) additional terms not to exceed five (5) years each upon the request of the Company and the approval of the request by the Council. The request shall be made in writing to Lexington's Mayor and Vice-Mayor at least one hundred eighty (180) days, but no earlier than one (1) year, in advance of the termination date of the Company's franchise agreement. The ultimate decision of whether to grant an additional franchise term shall solely be that of the Government.

(c) In addition, the term of the franchise may be extended up to twelve (12) months by agreement of the parties in order to provide for the good faith negotiation of a new franchise.

(d) This franchise is not exclusive, and the Government reserves the right to grant similar franchises to more than one Company. All franchises awarded pursuant to this Ordinance are intended to terminate at the same time. Therefore any other Company awarded a franchise pursuant to this Ordinance shall only be awarded a franchise that is equal in duration to the remaining term of the initial franchise(s).

(e) This franchise creates no vested rights in the Company and any installation or emplacement of Facilities by the Company in the Rights-of-way is at the Company's risk. If the Company is not granted a new or extended franchise upon the expiration of the term for which the franchise is granted, or if the Company's franchise is terminated or cancelled, as provided for herein, Lexington shall have the right to require the Company to remove at its own expense all portions of the System from all Rights-of-way within the confines of Fayette County. The Company shall be provided a reasonable time within which to remove its facilities.

(f) No assignment of this franchise or the System subject to this franchise shall take place without at least sixty (60) days' advance written notice to Lexington, and consent by Lexington, which consent shall not be unreasonably withheld. In the event that such an assignment is subject to the jurisdiction of the Public Service Commission, the Company agrees not to object to Lexington's intervention in any action before the Public Service Commission on this subject.

(g) The Company shall not object to Lexington's intervention in any action before the Public Service Commission involving the transfer of control of the Company.

Section 12 - (a) If, after the Company is provided the opportunity to appear and present evidence before Lexington's Chief Administrative Officer or his or her designee, Lexington determines that the Company has violated any of the following provisions of this Ordinance, the following penalties shall be recoverable. The above determination by the Chief Administrative Officer or his or her designee shall be in writing and provide the basis for the decision. Such determination shall be the final administrative decision and may be appealed to a court of competent jurisdiction.

(1) For the failure to complete any construction project contracted to be finished by no later than the ending term of any franchise awarded pursuant to this Ordinance or any extension of that franchise and it is not completed by that time, Lexington shall have the right, upon ten (10) days' notice to the Company, to impose a penalty of five hundred dollars ($500.00) per day or part thereof that the violation continues; in lieu of a penalty, the Company may post a performance bond, letter of credit or other surety acceptable to Lexington in an amount sufficient to complete such construction projects. This Section shall not apply to any projects for which performance bonds or other surety is already pledged.

(2) For failure to provide data and reports requested by Lexington and as required by this Ordinance the Company shall forfeit on hundred dollars ($100.00) per day or part thereof that the violation continues.

(3) For failure to pay the franchise fee when due pursuant to Section 19 of this Ordinance, or any itemized bill presented by Lexington pursuant to Section 5 of this Ordinance or this Section, the Company shall forfeit one hundred dollars ($100.00) per day or part thereof that the violation continues. However, this provision shall not apply if interest is assessed by Lexington pursuant to Section 20(c).

(b) If the Company fails to comply within thirty (30) days of any Council resolution directing compliance with any other provisions of this Ordinance, the Company shall forfeit one hundred dollars ($100.00) per day or part thereof that the violation continues. The decision of the Council may be appealed to a court of competent jurisdiction.

(c) The Company shall not be excused from complying with any of the terms and conditions of this Ordinance by any failure of Lexington, upon any one or more occasions, to insist upon the Company's performance or to seek the Company's compliance with any one or more of such terms or conditions. Payment of penalties shall not excuse non-performance under this Ordinance. The right of Lexington to seek and collect penalties as set forth in this Section is in addition to its right to terminate and cancel as set forth in Section 14 of this Ordinance.

Section 13 – The Company shall make all reasonable efforts to prevent interruptions of service in Fayette County and when such interruptions occur shall

endeavor to reestablish service with the shortest possible delay consistent with the safety of its customers, employees, and the general public. The Company shall continue to maintain its Kentucky corporate headquarters in Lexington, Fayette County, Kentucky, and agrees that it shall be staffed, at a minimum, with appropriate decision-making personnel for operations at the local level, which shall include, but not be limited to, the acceptance of payments, receipt of customer complaints, response to emergencies, and the general provisions of customer service.

Section 14 - (a) In addition to all other rights and powers pertaining to Lexington by virtue of the franchise or otherwise, Lexington, by and through the Council, reserves the right to terminate and cancel any franchise awarded pursuant to this Ordinance and all rights and privileges of the Company hereunder in the event that the Company:

(1) Willfully violates any material provision of the franchise or any material rule, order, or determination of Lexington made pursuant to the franchise, except where such violation is without fault or through excusable neglect or due to a force majeure;

(2) Willfully attempts to evade any material provision of the franchise or practices any fraud or deceit upon Lexington;

(3) Knowingly makes a material misrepresentation of any fact in the application, proposal for renewal, or negotiation of the franchise; or

(4) Fails to begin service restoration following seventy-two (72) consecutive hours of an interruption in service, except when approval of such interruption is obtained from Lexington. Such approval shall not be unreasonably withheld. In cases of force majeure or acts beyond the Company's control, approval shall be granted. Upon request, the Company shall provide daily restoration status reports.

(b) Prior to attempting to terminate or cancel this franchise pursuant to this Section, the Mayor or his designee, or the Council shall make a written demand that the Company do or comply with any such provision, rule, order or determination. If a violation described in Section 14(a) continues for a period of thirty (30) days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, Lexington may place its request for termination of the franchise as early as the next regular Council meeting agenda. Lexington shall cause to be served upon Company, at least ten (10) days prior to the date of such Council

meeting, a written notice of intent to request such termination and the time and place of the meeting, legal notice of which shall be published in accordance with any applicable laws.

(c) If a violation described in Section 14(a) of this Ordinance continues for a period of thirty (30) days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, Lexington may place its request for termination of the franchise as early as the next regular Council meeting agenda. The Government shall cause to be served upon the Company, at least ten (10) days prior to the date of such Council meeting, a written notice of intent to request such termination and the time and place of the meeting, legal notice of which shall be in accordance with any applicable laws.

(1) The Council shall consider the request of the Government and shall hear any person interested therein, and shall determine in its reasonable discretion, whether or not any alleged violation by the Company occurred or was with just cause.

(2) If such violation by the Company is found to have been with just cause, the Council shall direct the Company to comply therewith within such time and manner and upon such terms and conditions as are just and reasonable.

(3) If the Council determines such violation by the Company was without just cause, then the Council may, by resolution or ordinance, declare that the franchise of the Company shall be terminated and forfeited unless there is compliance by the Company within such period as the Council may fix.

Section 15 - The Company shall provide Lexington at least sixty (60) days' advance written notice of the foreclosure or other judicial sale of all or a substantial part of the Company's Facilities, or upon the termination of any lease covering all or a substantial part of its Facilities, and such notification shall be treated as a notification that an assignment of the franchise has taken place, and the provisions of Section 11 of this Ordinance, governing the consent of the Council to such assignment, shall apply.

Section 16 – (a) Lexington shall have the right to cancel this franchise within thirty (30) days after the appointment of a receiver, or trustee, to take over and conduct the business of the Company, whether in receivership, reorganization, bankruptcy, or other

action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said thirty (30) days, unless:

(1) Within thirty (30) days after his or her appointment, such receiver or trustee shall have fully complied with all the provisions of this Ordinance and remedied all defaults thereunder; and,

(2) Such receiver or trustee, within said thirty (30) days shall have executed an agreement, duly approved by the court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Ordinance and the franchise granted to the Company.

(b) The Company shall have the right to cancel this franchise upon any act of bankruptcy, receivership, reorganization, application for the appointment of a receiver, or any other initiation of insolvency proceedings on behalf of, or against, Lexington. Notwithstanding the foregoing, and subject to an order of an appointed trustee or receiver, Lexington does not waive the ability to claim that the Company is still required to pay Lexington a franchise fee in order to maintain its System or Facilities in the Rights-of-way.

Section 17 - It shall be the duty of the Mayor or his or her designee as soon as practicable after the passage of this Ordinance to offer for sale at public auction said franchise and privilege. In the event that additional interested bidders are identified or express an interest in obtaining a franchise after this initial offering, the additional offering and advertisement to accommodate such bidders is hereby authorized. Said franchise and privilege shall be sold to the highest and best bidder or bidders at a time and place fixed by the Mayor after he or she has given due notice thereof by advertisement or publication as required by law.

Section 18 - Bids and proposals for the purchase and acquisition of the franchise and privileges hereby created shall be in writing and shall be delivered to the Mayor or his designee upon the date and at the time fixed by him or her in said publication or advertisement for receiving same. Thereafter, the Mayor shall report and submit to the Council, at the time of its next regular meeting or as soon as practicable thereafter, said bids and proposals for its approval. The Council reserves the right, for and on behalf of Lexington, to reject any and all bids for said franchise and privileges; and, in case the bids

reported by the Mayor shall be rejected by the Council, it may direct, by resolution or ordinance, said franchise and privilege to be again offered for sale, from time to time, until a satisfactory bid therefore shall be received and approved.

(a) Each bid shall be accompanied by a nonrefundable payment to Lexington in the amount of five hundred dollars ($500.00) to cover its cost of advertising and other administrative expenses incurred.

(b) In addition, any bid submitted by an entity or person not already owning within the territorial limits of Fayette County a plant, equipment, and/or Facilities sufficient to render the service required by this Ordinance must be accompanied by cash or a certified check drawn on a bank of the Commonwealth of Kentucky, or a national bank, equal to five percent (5%) of the fair estimated cost of the system required to render the service, which check or cash shall be forfeited to the Government in case the bid should be accepted and the bidder should fail, for thirty (30) days after the confirmation of the sale, to pay the price and to give a good and sufficient bond in a sum equal to one-fourth (1/4) of the fair estimated cost of the system to be erected, conditioned that it shall be enforceable in case the purchaser should fail, within sixty (60) days, to establish and begin rendering the service in the manner set forth in this Ordinance. Bids shall include such documentation as is necessary to support the bidder's determination of the fair estimated cost of the system required to render the service. Lexington reserves the right to review any of bidder's supporting documentation which justifies bidder's determination of said estimated cost.

Section 19 - (a) In consideration for the granting of the franchise the Company agrees to pay the franchise fee as provided herein which shall automatically be established in an amount of three percent (3%) of the "Gross Revenues" as defined herein. Lexington reserves the right at any time, and upon reasonable notice, during the effective period of the franchise to be awarded hereby to impose upon the Company a franchise fee in an amount not to exceed five percent (5%), inclusive of the permitting fees provided in subsection 19(c), below, of the Gross Revenues as defined herein. At a minimum, the franchise fee is intended to apply to Gross Revenues received by the Company for water services provided within Fayette County which include the franchise fee as part of the tariff filed with the Public Service Commission as of the date of the

adoption of this Ordinance, and the Company expressly agrees that it will continue to pay franchise fees on the Gross Revenues derived from these services for the duration of this franchise. The Company will also assess and pay the franchise fee on any Gross Revenues from revised, amended, or additional tariffs (except for nonrecurring charges in Fayette County) unless Lexington specifically indicates that it does not want the fee to apply, and subject to any necessary approval by the Public Service Commission. Calculations of amounts payable hereunder and payments shall commence with the first billing period following tariff approval by the Public Service Commission. The Company is otherwise required to continue submitting payments to Lexington under the terms of its existing tariff and/or franchise until such time as this tariff approval is obtained.

(b) "Gross Revenues," for purposes of this Ordinance, shall include all revenues received from customers in Fayette County from the sale of water, service charges based upon the size of facilities, municipal fire connections and hydrants, private fire connections and hydrants, temporary service connections for construction purposes, reconnection charges, returned check charges, service line inspection fees, and bulk sales to customers in Fayette County.

(c) Pursuant to Section 17C-22 of the Code, as it may be amended in the future, the Company is also required to pay Lexington an additional amount intended to adequately compensate Lexington for its permitting and inspection of the Company's construction activities in the Rights-of-way. This amount is to be paid separately to Lexington at the time and under the terms as set forth in Chapter 17C of the Code. These permitting fees shall be in addition to the above franchise fee. These permitting fees may be calculated as an appropriate percentage of Gross Revenues at the option of the Company and remitted to Lexington quarterly. Notwithstanding the foregoing, the Company may elect to pay for its permit fees upon application for each respective permit upon approval of the person specified in Chapter 17C of the Code. These permitting fees are subject to change during the term of the franchise based upon an audit of the actual cost of permitting for Lexington, or a change in the amount of the respective permitting fees found in Section 17C-22 of the Code. In the event of such a change, the Company shall be provided at least sixty (60) days' advance written notice.

(d) No later than ten (10) working days after final acceptance of its bid by Lexington, or any subsequent notification of any change in the amount of the fees in this Section 19, the Company shall file an application or tariff with the Kentucky Public Service Commission to provide for prompt and satisfactory cost recovery of the amount(s) payable under this Ordinance and any franchise awarded pursuant to its terms for any amounts for which it desires recovery. The Company shall provide Lexington with copies of any tariffs it files with the Kentucky Public Service Commission related to the franchise in order to satisfy the obligations created herein. The Company is otherwise required to continue submitting payments to the Government under the terms of its existing tariff(s) and/or franchise until such time as any necessary approvals are obtained.

(e) If, after a period of sixty (60) days from the filing of the Company's above application, the Kentucky Public Service Commission shall have made no final determination concerning the prompt and satisfactory recovery of amounts payable by the Company under this Section of the Ordinance, then the Company's obligation to pay the amount specified in Section 19(a) of this Ordinance shall be suspended, provided the Company shall first give Lexington ten (10) days written notice of its intention to suspend payment pending the decision of the said Commission. In the event of suspension of the Company's obligation as herein provided, Lexington shall have the option to terminate this franchise within thirty (30) days of receipt of said written notification from the Company. Notwithstanding the above, any Company that had a previously existing franchise with Lexington shall continue to pay the fees established pursuant to its previous franchise.

Section 20 - (a) Payment of any amount due under this Ordinance shall be made monthly, within thirty (30) days of the end of the preceding calendar month. Upon request, and provided the Company has the capability to do so without additional cost, the Company shall deposit such payments electronically to an account specified by Lexington. In the event of suspension of the Company's obligation pursuant to Section 19(e) herein, said suspension shall not have application to any amount due hereunder for the preceding calendar month, and the gross income received by the Company during any such suspension period shall be excluded from the Company's annual Gross Revenues for the purpose of calculating amounts due under Section 19 (a) herein.

(b) No acceptance of any franchise fee payment by Lexington shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount nor shall acceptance be deemed a release to any claim Lexington may have for future or additional sums pursuant to this Ordinance. Lexington shall have the right to inspect the Company's income, financial, and records relating to Gross Revenues in order to audit, and to re-compute any amounts determined to be payable under this Ordinance. The Company shall respond to a reasonable request for information related to obtaining audit information within ten (10) business days unless agreed otherwise by the parties. This provision shall survive the term of any franchise agreement awarded pursuant to this Ordinance for a period of one (1) year. Any additional amount due to Lexington as a result of the audit shall be paid within ten (10) days following written notice to the Company by Lexington which notice shall include a copy of the audit report. If as a result of such audit or review Lexington determines that the Company has underpaid its franchise fee by five percent (5%) or more for any six (6) month period then in addition to making full payment of the relevant obligation it shall reimburse Lexington for all of the reasonable costs associated with the audit or review. If such audit or review is performed in connection with the granting of a new franchise, and extension of the terms of this franchise, a sale or transfer of control of the Company, or a substantive modification of the terms to, or an assignment of this franchise, the Company shall reimburse Lexington for all of the reasonable costs associated with the audit or review including all out-of-pocket costs for attorneys, accountants and other consultants.

(c) In the event that any franchise payment or recomputed amount is not made on or before the applicable dates heretofore specified, interest shall be charged from such date at the annual rate of eight percent (8%). Overpayments discovered by Lexington or the Company shall be an adjustment on the next monthly payment at an annual rate of interest of eight percent (8%).

(d) With respect to its billing of Lexington, the Company agrees to the following:

(1) Work with Lexington, without legal obligation, to improve electronic data sharing of billing information;

(2) Provide a monthly excel spreadsheet sent electronically that shall contain the account number, address, billing month, consumption volume and total cost of service for each account billed to Lexington.

(3) Upon request, an explanation of any and all billing adjustments or credits including the account(s) impacted and any and all late payments.

Section 21 – Bids offered for purchase of this franchise shall state the bidder's acceptance of the conditions set forth in this Ordinance. If any bid shall include an offer of payment over and above the terms of the franchise, then a certified check for said amount, payable to the Lexington-Fayette Urban County Government, shall be deposited with the Government. This amount shall be in addition to the provision for payments contained in Sections 19 and 20 of this Ordinance, which shall be considered as a condition of this franchise. Any check deposited by an unsuccessful bidder shall be returned when the Council shall have accepted the bid or bids, which in its judgment is or are the highest and best.

Section 22 – Any violation by the Company, its vendee, lessee, or successor of the provisions of this franchise or any material portions thereof, or the failure promptly to perform any of the provisions thereof, shall be cause for the forfeiture of any franchise awarded pursuant to this Ordinance and all rights hereunder after written notice to the Company and continuation of such violations, failure or default, as set forth in Section 14 of this Ordinance.

Section 23 – This Ordinance and any franchise awarded pursuant to it shall be governed by the laws of the Commonwealth of Kentucky, both as to interpretation and performance. The venue for any litigation related to this Ordinance or a franchise shall be in the court of competent jurisdiction in Fayette County, Kentucky.

Section 24 - This Ordinance and any franchise awarded pursuant to it does not create a contractual relationship with or right of action in favor of a third party against either Lexington or the Company.

Section 25 - If any section, sentence, clause or phrase of the Ordinance is held unconstitutional or otherwise invalid, such infirmity shall not affect the validity of the remaining Ordinance.

Section 26 - The franchise created by this Ordinance shall become effective when the Council accepts the bid(s) for it.

Section 27 - This Ordinance shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: December 8, 2015

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: December 17, 2015

RESOLUTION NO. _____ - 2025

A RESOLUTION RENEWING THE FRANCHISE AGREEMENT WITH KENTUCKY AMERICAN WATER COMPANY, FOR AN ADDITIONAL TERM OF FIVE YEARS PURSUANT TO THE PROVISIONS OF ORDINANCE NO. 144-15, AND AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY DOCUMENTS RELATED TO THE RENEWAL.

_____
_

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the franchise agreement with Kentucky American Water Company be and hereby is renewed for an additional term of five years beyond its current expiration date pursuant to the provisions of Ordinance No. 144-15, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute any necessary documents related to the renewal.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0847-25:GET:4936-3057-5719, v. 1

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0848-25

File ID:	0848-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	09/04/2025
File Name:	Request Council authorization to submit a grant application and accept award, if offered for a total of $179,625.00 to the U.S. Department of Justice under the Edward Byrne Memorial Justice Assistance Grant Program in FY 2026. No matching funds are requir			**Final Action:**	

Title: Authorization to submit a grant application and accept award, if offered for a total of $179,625.00 to the U.S. Department of Justice under the Edward Byrne Memorial Justice Assistance Grant Program in FY 2026. The funds would be used for training and equipment for the Police Department. No matching funds are required. (L0848-25)(Weathers/Armstrong)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26-Blue Sheet Memo JUST_ASST	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Ersula Killens	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0848-25

Title

Authorization to submit a grant application and accept award, if offered for a total of $179,625.00 to the U.S. Department of Justice under the Edward Byrne Memorial Justice Assistance Grant Program in FY 2026. The funds would be used for training and equipment for the Police Department. No matching funds are required. (L0848-25) (Weathers/Armstrong)

Summary

Authorization to submit a grant application and accept award, if offered for a total of $179,625.00 to the U.S. Department of Justice under the Edward Byrne Memorial Justice

Assistance Grant Program in FY 2026. The funds would be used for training and equipment for the Police Department. No matching funds are required. (L0848-25)
(Weathers/Armstrong)
Budgetary Implications: Yes
Advance Document Review:

Law: Yes, Completed by David Barberie, 9/2/2025

Risk Management: N/A

Fully Budgeted: A budget amendment will be completed if awarded.
Account Number:
This Fiscal Year Impact: $179,625.00
Annual Impact: $0
Project: JUST_ASST_2026
Activity: FED_GRANT
Budget Reference: 2026
Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **SEPTEMBER 4, 2025**

SUBJECT: **Edward Byrne Memorial Justice Assistance Grant Program for FY 2026**

Request: Council authorization to submit a grant application and accept award, if offered for a total of $179,625.00 to the U.S. Department of Justice under the Edward Byrne Memorial Justice Assistance Grant Program in FY 2026. No matching funds are required.

Purpose of Request: The Lexington-Fayette Urban County Government is eligible to apply for federal funds from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice, under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The JAG program provides local agencies with the flexibility to prioritize and place justice funds where most needed.

The LFUCG funding priority for the FY 2026 JAG Funds will include training and equipment for the Lexington Police Department to improve public safety.

- The first project is for Hazardous Devices Unit to purchase six sets of 12 headsets/PPT. Total $10,800.00
- The second project is for the Emergency Response Unit to purchase IR illuminators/lasers. Total $9,400.00
- The third project is for K-9 to purchase bite suits, medical kits and two thermal devices. Total $13,250.00
- The fourth project is for Traffic to purchase multi-use message boards, Stalker DSR dash mount radars and Stalker LIDAR XLR. Total $32,650.00
- The fifth project is for Backgrounds to purchase polygraph instruments. Total 30,375.00
- The sixth project is for Training to purchase an electric gunfire simulation system, Rampart CDU protective gear and gunshot trauma kits. Total $51,590.00

- The seventh project is for Community Services to purchase two miniature electric vehicles for Safety City. Total $31,560.00.

What is the cost in this budget year and future budget years? Available funding in Fiscal Year 2026 is $179,625.00. Future years funding is dependent upon availability of grant funding.

Are the funds budgeted? A budget amendment will be completed if awarded.

File Number: 0848-25

Director/Commissioner: Weathers/Armstrong

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0851-25

File ID:	0851-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Social Services
				File Created:	09/04/2025
File Name:	FCPS MOU to use the Charles Young Center as emergency shelter for the HILL			**Final Action:**	

Title: Authorization to execute a memorandum of understanding with Fayette County Public Schools for the use of the Charles Young Center to serve as an emergency shelter if requested for students and staff of the Hub for Innovative Learning and Leadership in the event of an emergency, for a term of one year and will be automatically renewed each year unless terminated. No budgetary impact. (L0851-25)(Allen-Bryant)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	0851-25 Bluesheet Memo FCPS MOU for use of Charles Young Center, FCPS MOU for using Charles Young Center as emergency shelter for the HILL	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Theresa Maynard	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0851-25

Title

Authorization to execute a memorandum of understanding with Fayette County Public Schools for the use of the Charles Young Center to serve as an emergency shelter if requested for students and staff of the Hub for Innovative Learning and Leadership in the event of an emergency, for a term of one year and will be automatically renewed each year unless terminated. No budgetary impact. (L0851-25)(Allen-Bryant)

Summary

Authorization to execute a memorandum of understanding with Fayette County Public Schools for the use of the Charles Young Center to serve as an emergency shelter if requested for students and staff of the Hub for Innovative Learning and Leadership in the event of an emergency, for a term of one year and will be automatically renewed each year

unless terminated. No budgetary impact. (L0851-25)(Allen-Bryant)

Budgetary Implications: No

Advance Document Review: Law: William Razor 8/15/25

Fully Budgeted: There are no budgetary implications with this application.

Account Number: N/A

This Fiscal Year Impact: There is no cost associated with this application.

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

KACY-ALLEN BRYANT
COMMISSIONER
SOCIAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Kacy Allen-Bryant, Commissioner of Social Services

DATE: September 4, 2025

SUBJECT: Fayette County Public Schools Memorandum of Understanding with LFUCG for the use of the Charles Young Center

---

Request:

Request Council Authorization for the Mayor to execute a memorandum of understanding with Fayette County Public Schools (FCPS), for the use of the Charles Young Center to serve as an emergency shelter if formally requested for students and staff of the Hub for Innovative Learning and Leadership (HILL) in the event of an emergency.

Why are you requesting?

This Agreement allows use of the Charles Young Center to serve as an emergency shelter for the HILL students and staff, with the activation of this understanding may include, but it not limited to, destructive weather and/or destruction of the HILL building from any event. The term of this agreement is one year after signature by both parties' authorized representatives, and to be automatically renewed every year, except by written termination by either party by providing 30-day written notice to the other party.

What is the cost in this budget year and future budget years?

There is no fiscal impact associated with this agreement.

Are the funds budgeted?

There is no fiscal impact associated with this agreement.

File Number: 0851-25

Director/Commissioner: Kacy Allen-Bryant

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is made and entered into this the day of August, 2025, (the "Effective Date") by and between the Fayette County Public Schools ("FCPS") and Lexington-Fayette Urban County Government ("LFUCG") (individually, each a "Party" and collectively, the "Parties").

RECITALS

1. LFUCG agrees to offer the use of its facility at 540 E Third St, Lexington, KY 40508, otherwise known as the Charles Young Center, to serve as an emergency shelter for students and staff of the Hub for Innovative Learning and Leadership ("HILL") in the event of an emergency. The activation of this understanding may include, but is not limited to, destructive weather and/or destruction of the HILL building from any event.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for good and valuable consideration, the receipt, mutuality, and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Conditions of Use:** In the event that the leadership for the FCPS or the HILL declare an emergency that requires the evacuation of the HILL building located at 100 Midland Avenue, Lexington, Kentucky 40508, LFUCG agrees to provide the Charles Young Center as an emergency shelter, if formally requested, by FCPS. The use of said facility will not be contingent upon a declaration of emergency or disaster by the President of the United States or the Governor of the Commonwealth of Kentucky.

2. **Notification and Activation:** FCPS will request the use of said facility by contacting site management or the Commissioner of Department of Social Services in advance, if possible, either verbally or in writing. The requesting party will provide a formal written request within twenty-four (24) hours after commencing use of said facility.

3. **Facility Management:** FCPS will have the primary responsibility for the operation, custodial, and security of the part of the facility being used. The requesting party will designate a facility use coordinator to liaison with the site management and LFUCG leadership.

4. **Condition of the Site:** The facility use coordinator and LFUCG designee will jointly conduct a pre-occupancy survey of the facility before it is turned over to FCPS to determine any existing damage or conditions. LFUCG will identify and secure all equipment that FCPS should not use while operating in the facility. FCPS will exercise reasonable care while using the facility and will make no modifications to the facility without the express written approval of LFUCG.

5. **Security:** In coordination with LFUCG, the facility use coordinator, as they deem necessary and appropriate, will coordinate with law enforcement agency of both parties

regarding any public safety issues at the facility or in transport of students to the facility from the HILL.

6. **Services:** The use of said site will be limited to the use of rooms to shelter the students and staff of the HILL facility. LFUCG does not commit to providing staff, funding, equipment, supplies, or any service not stated in this Agreement to FCPS.

7. **Signage and Publicity:** FCPS may post signs identifying the location of its designated space at the Charles Young Center and will remove such signs if the HILL facility or the Charles Young Center is closed. FCPS will not issue press releases or other publicity concerning the use of the facility without the express written consent of LFUCG. FCPS will refer all media questions about the use of the facility to LFUCG.

8. **Cost and Reimbursement:** FCPS shall not have to pay for the use of the Charles Young Center as an emergency shelter for the HILL. LFUCG will not be liable for any failure to provide the use of said facility pursuant to this Agreement. The use of said facility will not be contingent upon receiving reimbursement from FCPS or other agencies.

   FCPS will reimburse LFUCG for the following:

   a) Damage to the Facility: Reasonable wear and tear excepted, resulting from the operations by FCPS. Reimbursement for facility damage will be based on replacement at actual replacement value. FCPS will select from at least three reputable contractors for any work that must be performed. FCPS is not responsible for storm damage, or other damage, caused by the disaster that led to the evacuation of the HILL facility.
   b) Reasonable, actual out-of-pocket operation costs including the cost of utilities to the extent that such costs would not have been incurred but for FCPS's use of the facility.

9. **Indemnification:** To the extent allowable by law, FCPS shall defend, hold harmless, and indemnify LFUCG against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the use of the facility by FCPS or its employees, agents, or students. This shall not be deemed a waiver of sovereign immunity or any other defense available to either party.

10. **Termination:** Either party may terminate this Agreement by providing 30-day written notice to the other party in accordance with the notice requirements of this Agreement.

11. **Notice:** All notices, requests, waivers, and other communications provided for in this Agreement shall be in writing, sent by First Class Mail to:

    If to FCPS: Fayette County Public Schools
    Attn:

    If to LFUCG: Lexington-Fayette Urban County Government
    Attn: Kacy Allen-Bryant
    Commissioner of Department of Social Services

200 East Main Street
Lexington, KY 40507

12. **Choice of Law and Forum:** This Agreement shall be governed by the law of the Commonwealth of Kentucky without regard to its choice of laws or rules. Any action regarding the execution, interpretation, or performance of this Agreement shall be filed in a court of competent jurisdiction in Fayette County, Kentucky.

13. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, representations, and understandings of the Parties, whether written or oral.

14. **Term:** The respective duties, responsibilities, and commitments of the parties in this Agreement shall begin on the date this Agreement is signed by an authorized representative of both parties. The term of this Agreement is one year after this date to be automatically renewed every year except by written termination by either party. The parties agree that a 30-day notice shall be given prior to the termination of this Agreement.

SIGNATURES:

(SIGNATURE - FCPS) 8/21/25 (DATE)

(SIGNATURE - LFUCG) (DATE)

JC 8/22/25

8/22/25

8/22/25

Please fill out the entire form. Contracts sent to the John D. Price Building for signatures are subject to a 10-day turnaround. Please plan accordingly. Signed copies to be kept in the originating office.

AGREEMENT SUMMARY FORM

Person **Sending** Agreement to Legal: Lavrecia Williams / Jamaica Chavers

Vendor Name/Number: LFUCG

Topic of Agreement: LFUCG - E. 3rd St.

Amount of Agreement: Ø **Org:** **Obj:** **Proj:**

Type of Agreement:

- ☐ Contract
- ☐ Purchase
- ☐ Grant
- ☑ MOU/MOA

Specifications:

- ☐ Related to Software **(Requires Data Sharing Agreement)**
  - o If yes, Incident IQ ticket number_____
- ☐ Related to an Extended Field Trip Request
  (*Charter buses, out of town/overnight trips*)
  - o Extended Field Trip Request Sent On: _____
- ☐ Over $40,000 **(Requires Board Approval)**
  - o If yes, is this a grant? ☐**YES** ☐ **NO**
  - o If yes, was a bid/RFP solicited or do you have a determination number? ☐ **YES** ☐ **NO**
    If yes, attach the determination sheet or bid/RFP tabulation sheet.
    If no, contact the Purchasing Department.
- ☐ Do you need the original back? ☐**YES** ☐ **NO**

*** An Executive Summary Form must accompany this form if the contract is over $40,000. Contracts will not be added to the board agenda without a completed Executive Summary Form.**

Any contractor permitted access to school grounds on a regularly scheduled and continuing basis pursuant to a written agreement providing services directly to a student or students as part of a school-sponsored program or activity must submit to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and a Child Abuse and Neglect background check provided by the individual, from the Cabinet for Health and Family Services ("CHFS") stating the contractor is eligible to hire prior to beginning work.

Contractors must register at https://dna.fcps.net/Contractors before beginning work. For more information, please visit https://www.fcps.net/contractors or call the FCPS Application Center at (859) 381-4190.

PLEASE SEND ALL CONTRACTUAL AGREEMENTS TO:
EMILY PALMER OR CAROLINE HELLARD IN THE LEGAL OFFICE

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0852-25

File ID:	0852-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	09/04/2025
File Name:	Hazardous Waste Special Events Disposal			**Final Action:**	

Title: Authorization to execute a vendor agreement with Environmental Enterprises, Inc., pursuant to RFP#21-2025 for disposal costs associated with Household Hazardous Waste collection. At a cost of $220,000. Funds are budgeted. (L0852-25)(Baldon/Albright)

Notes:

Sponsors:

Enactment Date:

Attachments: 26-Blue Sheet Memo Environmental Enterprises, Household Haz Waste Contract to be signed between EEI and LFUCG, Environmental Enterprises bid 2025, HHW Price Sheet, RFP Pkg 21-2025

Enactment Number:

Deed #:

Hearing Date:

Drafter: Mason Coffey

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0852-25

Title

Authorization to execute a vendor agreement with Environmental Enterprises, Inc., pursuant to RFP#21-2025 for disposal costs associated with Household Hazardous Waste collection. At a cost of $220,000. Funds are budgeted. (L0852-25)(Baldon/Albright)

Summary

Authorization to execute a vendor agreement with Environmental Enterprises, Inc., pursuant to RFP#21-2025 for disposal costs associated with Household Hazardous Waste collection. At a cost of $220,000. Funds are budgeted. (L0852-25)(Baldon/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: { Select **Yes**/No, Completed by [Attorney Name, Date]}

Risk Management: {Select Yes/No, Completed by [Official, Date]}

Fully Budgeted: Yes

Account Number: 3400-303501-0001-71299 $137,500

1115-303501-0001-71299 $82,500

This Fiscal Year Impact: $ 220,000

Annual Impact:

Project: KYHOHAZWA_2026

Activity: STA_GRANT

Budget Reference: 2026

Current Balance: fully budgeted

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **SEPTEMBER 9, 2025**

SUBJECT: **Request Authorization to execute a vendor agreement for the Fall 2025 Household Hazardous Waste Collection Event with Environmental Enterprises, Inc.—RFP #21-2025**

Request: Council authorization to execute a vendor agreement with Environmental Enterprises, Inc. for the disposal cost associated with the Household Hazardous Waste collection fall event.

Purpose of Request: On March 20, 2025 (Resolution 109-2025), Council authorized acceptance of state funds from the Kentucky Energy and Environment Cabinet for Fayette County in amount of $110,000 with required local match of $27,500 for one Household Hazardous Waste Recycling Event. The Division of Central Purchasing issued Request for Proposals #21-2025 and Environmental Enterprises, Inc. was selected to perform these services with an established price contract. The Division of Waste Management hosts hazardous waste collections for citizens two times per year to encourage proper hazardous waste disposal. Hazardous waste not properly disposed of pose significant risk to waste collection employees and vehicles, groundwater, and landfills. Grant funding is applied toward disposal costs for one event when awarded by the state. Disposal costs for a second fiscal year event not covered by available grant funding are budgeted by Waste Management.

Under the price contract, total disposal cost for FY26 is estimated at $220,000. Grant-funded portion of the project totals $137,500.

What is the cost in this budget year and future budget years? $220,000 is the cost in FY2026. Future cost in the amount of $200,000 anticipated for FY2027 is dependent on availability of grant funds.

Are the funds budgeted? Yes, 3400-303501-0001-71299 KYHOHAZWA_2026, STA_GRANT 2026 and 1115-303501-0001-71299

File Number: 852-25

Director/Commissioner: Baldon/Albright

HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT

This Agreement is entered into this _____ day of _____, 2025 by and between the Lexington-Fayette Urban County Government, (hereinafter "District"), and Environmental Enterprises, Inc. (hereinafter "EEI"), an Ohio corporation.

The District and EEI agree as follows:

1. 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 _____ 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.

3. EEI will provide a time prior to the public collection for District materials to be collected and separately invoiced, using 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.

5. 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

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.
g. The District agrees to pay EEI within thirty (30) days of receipt of invoice.

6. 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.

7. 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.

8. 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.

9. Title to all Wastes accepted by EEI at the Site shall pass to and vest in EEI at the time of acceptance.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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

19. 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.

20. 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 parities 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.

21. 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 parties agree to submit to the jurisdiction of the court of the Commonwealth of Kentucky for any disputes arising under this Agreement.

22. The terms of this agreement shall be for one (1) year from the date of acceptance of this contract by the District. This agreement may be automatically extended for three additional one (1) year renewals.

23. Price changes: Prices listed in the attached rate schedule shall be firm prices for the first 90 days of the contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revisions may be either increases or decreases and may be requested by either party. There will be no more than one (1) requested price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The District shall receive the benefit of any decline that the seller shall offer his other accounts.

24. Additional collection events under this agreement: Additional events may be planned under the terms of this agreement. Up to two (2) events per year may be planned utilizing the attached rate schedule. The date will be determined by EEI and the District in advance, and will be a date that works best for both parties.

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

Owner: Lexington-Fayette Urban County Government

By: _____ Date: _____
LINDA GORTON, MAYOR

Attest: _____ Date: _____
URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY

COUNTY OF FAYETTE

Consultant: Environmental Enterprises, Inc.:

Name: ***Brian J. DePeel***

Title: ***Director, Lab Pack Services Division***

Signature: _____ Date: _____

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) 280-8578
Mobile Phone: (859) 327-7571
Email: lmonahan@lexingtonky.gov
Fax: (859) 254-0171

EEI's Site Chemist Information:

Name: _____
Mailing Address: _____
Phone: _____
Mobile Phone: _____
Email: _____
Fax: _____

EEI's Main Event Coordinator Information:

Name: _____
Mailing Address: _____
Phone: _____
Mobile Phone: _____
Email: _____
Fax: _____

Household Hazardous Waste Collection Agreement

Exhibit A

Rate Schedule

Household Hazardous Waste Collection Proposal

Part III: Household Hazardous Waste Proposal Price Sheet

Please complete unit price, total cost per category, and total cost of all categories added together. For example, 2,000 lbs antifreeze @ $0.12/lb = $240.00

Product category	Amount	Price per unit	Total cost
Antifreeze	2,550 lbs.	$0.22	$561.00
Flammable Solvents Liquids	3,600 lbs.	$0.23	$828.00
Lab Packs for Treatment/Incineration and Lab Pack Reactives	1,500 lbs.	$1.28	$1,920.00
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	75,000 lbs.	$0.23	$17,250.00
Mercury	20 lbs.	$35.00	$700.00
Fertilizers & Pesticides	10,000 lbs.	$1.79	$17,900.00
Waxes, Joint Compounds, Latex Adhesives	9,500 lbs.	$0.75	$7,125.00
Consumer Commodity Flammables	7,000 lbs.	$1.28	$8,960.00
Aerosol Cans	4,000 lbs.	$1.05	$4,200.00
Non-Motor Oil Used Oils	7,000 lbs.	$0.22	$1,540.00
Corrosives	2,000 lbs.	$1.28	$2,560.00
Fluorescent bulbs	12,000 lbs.	$1.00	$12,000.00
PCB Ballast	80 lbs.	$3.05	$244.00
Propane cylinders	2,300 lbs.	$1.75	$4,025.00
Total Set Up & Mobilization/Demobilization Cost	1	$11,000.00	$11,000.00
Total Miscellaneous Charges (please detail in below chart)	1	$8,895.00	$8,895.00
Total Labor Charges	1	$0.00	$0.00

Total Cost: $99,708.00

Please list any additional miscellaneous charges in the below chart:

Item	Estimated amount	Price per item or pound	Total estimate
Isocyanate Cylinders	3	$1,800 each	$5,400.00
Freon Cylinders	6	$25.00 each	$150.00
Fire Extinguishers	50	$15.00 each	$750.00
Carbon Dioxide Cylinders	2	$25.00 each	$50.00
Helium Cylinders	10	$25.00 each	$250.00
Foaming Aerosols	200 lbs.	$4.00 lb.	$800.00
E-Cigarettes	10 lbs.	$5.50lb./Min $275	$275.00
Reactives	40 lbs.	$4.00lb./Min $225	$225.00
DWW	3 lbs.	$11.50lb./Min $225	$225.00
Resins	140 lbs.	$5.50 lb.	$770.00

Firm Submitting Proposal: Environmental Enterprises, Inc.

Complete Address: 10163 Cincinnati-Dayton Road Cincinnati, Ohio 45241
Street City Zip

Contact Name: Brian J. DePeel Title: Director, HHW Division

Telephone Number: 800-850-3587 Fax Number: 513-853-3597

Email address: bdepeel@eeienv.com

ORIGINAL

Household Hazardous Waste Collection Events

PREPARED FOR:

Director, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, KY 40507

DATE DUE: July 31, 2025
TIME DUE: 2:00 p.m.

RFP #21-2025



Environmental Enterprises, Inc.

LAB PACK SERVICES DIVISION
4650 Spring Grove Avenue
Cincinnati, Ohio 45232
Phone: 1-800-850-3587 / 513-853-3587
E-mail us at bdepeel@eeienv.com
Visit our WEB site at www.eeienv.com

ENVIRONMENTAL ENTERPRISES INCORPORATED

TREATMENT FACILITY
4650 Spring Grove Ave.
Cincinnati, Ohio 45232
(513) 541-1823
Fax: (513) 541-1638
http: // www.eeienv.com
EPA ID#: OHD 083377010

OFFICE / LABORATORY
10163 Cincinnati - Dayton Rd.
Cincinnati, Ohio 45241
(513) 772-2818
Fax: (513) 782-8950
(800) 722-2818

July 18, 2025

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
Attention: Sondra Stone

Dear Ms. Stone:

Environmental Enterprises, Inc. (EEI) is pleased to submit this proposal for the administration of a one-day Household Hazardous Waste Collection Program to be held on a designated Saturday in the spring and fall seasons, from 8:30 a.m. to 3:00 p.m. at 1631 Old Frankfort Pike in Lexington, Kentucky. EEI understands this pricing will go into effect and be used for any future events planned by the LFUCG while the agreement is in place. EEI intends to provide all the materials, technical service, labor, transportation and disposal options to support your program.

As one of the nation's most diverse environmental services companies with experience in household hazardous waste, EEI will assist you in taking the steps you need to achieve a successful collection event. We not only can collect, transport, recycle and dispose of the hazardous materials, we also offer assistance and guidance throughout the various stages of your program.

EEI is a full-service environmental company with over 49 years of experience. No one who has entrusted EEI with the management of their waste materials has ever incurred any superfund liabilities with respect to the disposition of their materials managed by EEI. Additionally, our insurance carrier has never had a claim on our environmental impairment insurance.

We look forward for the opportunity to discuss our capabilities and philosophy on household hazardous waste management. Should you have any questions or if we can be of any additional assistance, please don't hesitate to contact me at bdepeel@eeienv.com or **(800) 850-3587** at your convenience.

Sincerely,
Environmental Enterprises, Inc.

Brian J. DePeel, Director
Lab Pack Services Division

Part I – Vendor Qualifications

Qualifications

References

Insurance, License & Permits

Violations

Letters of Recommendation

Key Personnel



Part II – Site Set-Up

Site Diagrams – Overflow Handling - On-Site Cost Tracking Method - Equipment List - Off-Site Facilities List - Operations Plan - Unknown Testing - Lithium Battery Packaging/Shipping Guidelines - Emergency/Spill Contingency Plan - Health & Safety Plan - Volunteer Training

Part III – HHW Collection Price Sheet

Pricing Sheets

Required Bid Forms

Affirmative Action Form

Workforce Analysis Form

Affidavit

Equal Opportunity Agreement

Minority Business Form

Attachment A – Small Business General Provisions

Household Hazardous Waste Collection Proposal

Part I: Vendor Qualifications

Please describe vendor qualifications, including examples of relevant work performed in the recent past. Include the name and phone number of a contact person for each example provided. Attach to this sheet proof of all necessary state and federal licenses and permits needed for the transportation and disposal of wastes; copies of any notices of violations, administrative orders, or other enforcement actions taken by regulatory agencies within the last five years against the primary vendor, parent company, or probable sources of waste disposal; and copies of any letters of recommendation, awards or other recognition received in the last five years.

Household Hazardous Waste Collection Proposal

Part II: Site Set-up

The event will take place at the LFUCG old landfill pad, located at 1631 Old Frankfort Pike, Lexington, KY. Cars will enter the site through Jimmie Campbell Drive and exit on Old Frankfort Pike. (Aerial photo of site is attached. Orange arrows indicate traffic flow through the site).

Please provide examples of set-up diagrams for events conducted by your company, especially those with a high volume of traffic that include four lanes. Diagrams should include the following areas: Vehicle Unloading, Material Identification and Separation, Material Bulking, Non-Regulated Waste Disposal, and Truck Loading. Please include plans for handling overflow of traffic and materials, including plans to add more lanes for unloading and plans to bring in materials from outside to accommodate excess wastes. Please attach a description of spill and fire prevention plans, an emergency response plan, and a detailed outline of any volunteer training program provided by the vendor. The protocols for testing for unknown substances and packaging/transporting lithium batteries should also be attached.

Please note that the site of the event is a landfill cap with an asphalt pad cover. Tents cannot be staked and grounding rods cannot be used on the asphalt. Grounding rods can be driven off the pad. The pad and surrounding area will need to be maintained to be in the same condition that existed prior to the event.

EVENT AREA
605 x 630 feet

QUALIFICATIONS & EXPERIENCE

Environmental Enterprises, Inc. (EEI) has been actively involved in hazardous waste management and handling, treatment, transportation, and disposal since its inception in 1976. Our professional and seasoned technical staff is experienced in environmental disciplines from chemistry to environmental law.

Founded in 1976 as a privately held Ohio Corporation, EEI employs over 150 people nationwide, Dan McCabe as president, Tim Ernstes as vice president and Joseph McCabe as secretary and treasurer. EEI maintains offices in:

Philadelphia, PA Cincinnati, OH Atkins, VA Columbus, OH

EEI's corporate office is located in Cincinnati, Ohio. EEI's treatment facility, also located in Cincinnati, occupies over 200,000 square feet and is equipped to receive and chemically treat or recycle more than 70,000 drums per year of industrial hazardous and household hazardous waste. Specialized equipment is provided to treat or recycle/reuse such waste as sodium metal, paint and paint sludges, solvents, acids, bases, cyanides, and oxidizers. Household wastes are processed in the same manner and with the same attention to detail as industrial wastes.

EEI operates four specialty divisions and two wholly owned subsidiaries. These groups provide complete turnkey services for consulting, remediation services, transportation, and disposal. Within the disposal facility EEI operates a turnkey lab pack division which services colleges and universities across the country. This group is also the basis for our household waste collection program which performs household projects throughout the year.

EEI and its personnel are committed to the preservation of the environment which is why we provide solutions that are both environmentally sound and economically attractive to our customers. As a full service company, we can provide **"One-stop shopping"** with the following capabilities:

1. **Consulting Group**
2. **Remediation Groups**
3. **Transportation Group**
4. **Facility**

Consulting. The Environmental and Industrial Hygiene Professionals of Environmental Enterprises, Inc. (EEI) have a combined experience of over seventy (70) years in the recognition, evaluation and control of chemical and physical hazards in the workplace and the environment.

Remediation Groups:

Field Services. Over the forty years Environmental Enterprises, Inc. has successfully conducted hundreds of emergency and remedial action projects, including cleanups of hazardous material spills, cleanout of tanks/surface impoundments and remediation of abandoned waste sites. EEI has also decontaminated several large manufacturing facilities through the removal and disposal of chemical wastes, PCBs, asbestos, and contaminated soils. EEI is a Coast Guard rated spill response contractor who manages OEPA directed spill cleanups in the Southern half of Ohio.

Lab Pack Services. EEI's Lab Pack Division provides segregation and packaging services for the disposal of laboratory chemicals. Pioneers in the decommissioning and treatment of lab packs, EEI provided these services to its customers while other facilities were simply landfilling lab packs. With this type of experience EEI is one of the most qualified companies in the industry to provide lab pack services.

Transportation. Midwest Environmental Transport, Inc. (MET), a wholly owned subsidiary of EEI, is currently permitted in 42 states and operates a fleet of power units, vans, tankers and dump trailers, plus specialized equipment designed for sludge and waste handling. Our management personnel understand industrial wastes, transportation and the strict regulatory aspects of their work.

Waste Management Service. EEI operates a state of the art hazardous waste treatment/disposal facility permitted by the Federal and State Environmental Protection Agencies. Located in Cincinnati, our facility can accept a wide variety of waste streams for processing, including acids and bases, waste laboratory chemicals, flammable liquids and sludges, aerosol cans, plating baths and sludges, water reactive materials, chemotherapy waste, scintillation vials and off-specification consumer products. Additionally, EEI possesses an Ohio Pharmaceutical License for the safe transport, storage and disposal of all pharmaceuticals including controlled substances whether found in clandestine laboratories, pharmacies or HHW collections. Our ATF (Alcohol, Tobacco and Firearms) permit also ensures that flammable solids, fireworks and reactives are handled, stored and disposed of under the strictest accordance of the law.

Equal Opportunity Employer. EEI is committed to Equal Employment Opportunity and Affirmative Action programs.

Insurance Coverages. See enclosed insurance certificate for EEI and MET.

Experience. EEI has over forty-nine years' experience in the treatment, recycle, and reuse of hazardous waste.

EEI operates a fully permitted hazardous waste treatment and storage facility servicing over 1,800 generators per year. Ohio EPA indicates that this is more than any other facility in Ohio. We routinely provide services to academia, business and industry, for packaging, labor, equipment, materials, supplies, manifesting, labeling, transportation and disposal.

As a facility handling HHW, EEI has provided recycle/reuse, treatment and disposal services for the following contractors over the past seventeen years.

Laidlaw Environmental (615) 643-4511	Permafix (Formerly Quadrex) (904) 373-6066
Universal Waste (813) 623-5302	Radiac Research (718) 963-2233
Care Environmental (201) 299-0774	EQ (313) 923-0080

Vexor (330) 721-9773	Onyx (409) 736-2821

EEI is the final recycle/treatment facility for many of our customers' wastes. EEI's facility offers a wide variety of treatment technologies, i.e., recycle/reuse, chemical destruction, such as neutralization, oxidation, reduction, hydrolysis, cyanide destruction, fixation and stabilization for appropriate materials in compliance with 40CFR Part 268.

Facility Identification: **Environmental Enterprises, Inc.**
4650 Spring Grove Avenue
Cincinnati, Ohio 45232
Contact: Brian DePeel
Phone: (800) 850-3587 / (513) 853-3587
EPA # OHD083377010

Licensing Agency: **Ohio Environmental Protection Agency**
Southwest District Office
401 East Fifth Street
Dayton, Ohio 45402
Phone: (513) 285-6094
Fax: (513) 285-6404

EEI operates under a hazardous waste permit issued by the USEPA and the State of Ohio. EEI's Part-B permit allows EEI to accept over 400 RCRA waste codes at its Cincinnati facility. EEI also operates under USEPA authority as a commercial storer of PCBs under permit. Such a permit is required for any facility receiving PCB wastes from offsite generators. MET is also permitted by USEPA as a PCB transporter.

Availability. Representatives from EEI are available for planning meetings, site visits, presentations and assistance with the media.

Staffing. Unlike many of our competitors, EEI will only provide trained, experienced personnel to staff HHW collection events.

EEI's personnel have received training in spill response, containment, hazardous materials handling, evacuation procedures, firefighting, and emergency first aid/CPR. Employees have received the OSHA required 40 hours of training with annual updates and reviews. Awareness training is also provided to workers handling Household Hazardous Waste. Training records are available upon request.

EEI employees go through a drug screening, medical surveillance, and health monitoring program which includes annual physicals. Records, which are confidential, are available on request with the express written consent of EEI and its employees.

EEI is also a universal waste processor for pesticides, mercury wastes and all types of batteries.

Safety Record. EEI has never had any accidents or environmental releases of hazardous materials during the performance of a household waste collection event.

TRANSPORTATION

Transportation. Transportation will be performed by Midwest Environmental Transport, Inc. (MET) a wholly owned subsidiary of EEI.

Midwest Environmental Transport, Inc.
10163 Cincinnati-Dayton Road
Cincinnati, Ohio 45241
U.S. EPA I.D. No. OH000000539
DOT No. 0333081
Contact: James Crawford
(513) 782-8922

Midwest Environmental Transport, Inc. (MET) is an ICC and waste transportation company which operates a fleet of power units, vans, tankers, roll-off containers, and dump trailers, plus specialized equipment designed for sludge and waste handling. By maintaining a variety of transportation vehicles we are able to service a variety of customers and transport multiple waste streams. Our current vehicle inventory includes:

- Vans
- Straight Trucks With Lift Gates
- Stainless Steel Tankers
- Acid Tankers
- Dump Trailers
- Vacuum Equipment
- Roll-Off Equipment



Our management personnel understand industrial wastes, transportation, and the strict regulatory aspects of their work. Our trained drivers are taught the strict procedures of hazardous materials handling, transportation, manifesting, placarding, and emergency spill contingency plans as well as emergency response and spill cleanup. They are periodically retrained, in addition to regulatory requirements, on the continually changing environmental and DOT regulations. All drivers participate in medical monitoring and drug screens in accordance with DOT regulatory requirements. Each vehicle is equipped with a spill response manual and equipment. A computer is utilized to prepare manifests, labels, etc., to ensure compliance with DOT and EPA shipping requirements. This system ensures proper DOT shipping descriptions, waste codes, etc.

Midwest Environmental Transport is permitted to haul hazardous materials in the following states:

Alabama	Kansas	Nevada	Texas
Arkansas	Kentucky	New Mexico	Utah
Arizona	Louisiana	New York	Virginia
California	Maryland	North Carolina	Washington DC

Delaware	Michigan	Ohio	Wisconsin
Florida	Minnesota	Oklahoma	West Virginia
Georgia	Mississippi	Pennsylvania	Wyoming
Illinois	Missouri	South Carolina	
Indiana	Montana	South Dakota	
Iowa	Nebraska	Tennessee	

REFERENCES

Lexington Fayette Urban County Government (LFUCG)
Lauren Monahan
Environmental Initiatives Specialist
Division of Waste Management
675 Byrd Thurman Drive
Lexington, Kentucky 40510
(859) 367- 4948
lmonahan@lexingtonky.gov

EEI was awarded the HHW Collection for **Lexington Fayette Urban County Government (LFUCG)** for 2016, 2017 and 2018 Spring and Fall collections, then again for the 2019 and 2022 contracts which ended in Spring of 2025.

The initial collection with EEI was held on April 23, 2016, and had 1,561 residents participating. 151,405 pounds of material was collected at that time and the final collection of the 2022 contract had 1,302 residents participate and 141,49 pounds of material was transported back to EEI's facility in Cincinnati, Ohio.

Average wait times for the residents was well below EEI's self-imposed requirement of 20 minutes per vehicle.

EEI also collected the City Department Drop-offs on Friday the day prior to the HHW Collection.

Northern Kentucky Solid Waste Management Area (NKSWMA)
Megan Clere Abrams
Solid Waste Management Coordinator
Campbell County Fiscal Court
859 547-1866
mclere@campbellcountyky.gov

EEI continued its long-time working relationship with NKSWMA after being awarded the expanded contract again in 2015. EEI has performed HHW collections in northern Kentucky starting with Fluorescent Bulbs and Mercury and moved into full blown collections accepting most of the waste that residents deliver.

2015 was a record-breaking year for NKSWMA when 2,017 residents delivered 169,666 pounds of material during a 6-hour time period.

2016 proved to be an even larger HHW collection as 2,576 residents delivered 217,161 pounds of material to the collection site. As was done in 2015, EEI utilized 4 traffic lanes to keep the cars moving during all 6 hours of this collection. EEI provided 23 staff personnel for this collection and had minimal resident waiting times remaining consistently below the 20-minute offer in each bid - which is a cornerstone example of EEI's unmatched experience, knowledge and dedication to detail on each and every event.

Final collection totals for NKSWMA revealed resident increased to over 3,200 vehicles in 2017 and total poundage to 226,524 pounds.

2018 showed a decrease in the resident participation to 2,843 and the number of pounds of material dropped to 169,977 pounds collected by EEI. 2019, 2020, 2021, 2022 & 2023 all remained consistent at an average of 2,200 residents. However, in 2024 there was a decrease to 1,965 residents and 79,370 pounds were collected.

Vanderburgh County/Evansville, IN
Ms. Jean Carlson
Vanderburgh County SWMD,
One N.W. Martin Luther King Jr., Blvd.
Evansville, IN 47708
(812) 436-7800
jecarlson@evansville.in.gov

EEI has performed a HHW Collection for Joe Ballard of The Vanderburgh County Solid Waste Management District for 20 of the past 23 years with another collection already scheduled for September of 2025.

While this collection is not what it once was back in the late 90's and early 2000's, Vanderburgh County resident participation still averages ~1000 residents per collection and ~100,000 pounds of waste brought to the site. This county also moved to another location and now provides bi-annual collections to their residents. In Fall of 2024, 763 Residents participated and 64,268 pounds of material was collected.

Average wait times for the resident's remains below EEI's self-imposed requirement of 20 minutes per vehicle.

GLOW Solid Waste Management Committee
Genesee County
Livingston County
Wyoming County

Caroline Berkemeier
Genesee County Bldg. 2
3837 West Main Street Road
Batavia, NY 14020
(585) 344-2580 Ext. 5463
caroline.berkemeier2@geneseeny.gov

EEI has provided Turnkey mobile HHW collections for GLOW since 2005 moving to a different county each year to hold their collections. At the inception of this contract collection sizes were scheduled for approximately 350 residents. Starting in 2011, the size of the collections grew to 500 residents scheduled to participate and expanded even further in 2013 to 600 scheduled appointments. Initial collection totals started at 18,073 pounds of materials collected in 2005 and grew to 34,114 pounds collected in 2016.

EEI initially provided 8 personnel for the collection in 2005 and increased their personnel to 15 in 2010 to keep wait times for the residents well under EEI's self-imposed limit of 20 minutes. Eighteen (18) EEI personnel were allocated for the Batavia site in 2013 to maintain the expeditious unloading of resident vehicles and remained at this number through 2017. In 2017, the site location was in Livingston County, NY and 626 residents registered and participated in this collection. 22,797 pounds of materials were unloaded, packaged and transported back to EEI from this one day collection.

2018 had the collection move to the third county in GLOW – Wyoming County. 550 residents brought materials into the site with EEI collection and transporting 29,940 pounds of material back to their facility in Cincinnati, Ohio.

They are scheduled for another collection in August, 2025.

Solid Waste Authority of Central Ohio (SWACO)
Mr. Andrew Booker
4239 London Groveport Road
Grove City, Ohio 43123
(614) 782-9405
614 296-1198
andrew.booker@swaco.org

EEI began working with the Solid Waste Authority of Central Ohio (SWACO) in 2006 on their remote collections throughout Franklin County. These consisted of 32 separate collections over a two-year period.

In 2021 SWACO extended EEI's contract through 2025. EEI had established a permanent collection site within the city limits of Columbus. This site, located at 1249 Essex Street, opened in November of 2007. This site has operated without any incidents or safety issues for the past eighteen years with a high level of customer satisfaction.

Types of SWACO approved waste collected: Bulk fuels; Paint; Bulk used oil; Bulk Antifreeze; Corrosive acids; Corrosive bases; PCB light ballasts; flammables; Pesticides; Oxidizers; Poisons; Aerosols; Pesticide aerosols; Asbestos; Propane; Aluminum paint; Fire extinguishers; Lead acid batteries; Dry cell batteries; Ni Cad batteries; Mercury; Household cleaners; Fluorescent light bulbs; Putty & adhesives. EEI operates this site with only five full-time personnel

Lake County Solid Waste District
Mr. Tim Gourley
105 Main Street
Painesville, Ohio 44077
(440) 350-2645
tim.gourley@lakecountyohio.gov

EEI just completed our 7th contract year with Lake County for two collections per year in the spring and in the fall. Although we have done events with them since 2008, we have only just started doing events twice a year since 2018. This collection has been drawing crowds of ~1600 per collection all four years of this contract. When EEI was awarded this contract, they had been the

incumbent vendor the previous 5 years. Lake County has averaged per collection 140,773 pounds of material per collection. In 2025, EEI assisted Lake County in Opening a Permanent Recycling Center for Universal Wastes throughout Lake County providing training, packaging materials and disposal.

Pennsylvania Resources Council
Josh Schuneman
Pennsylvania Resources Council (PRC)
Collection Events Manager
64 South 14th Street
Pittsburgh, Pa. 15203
(412) 431-4449 ext. 213
Joshs@PRC.org

Josh Schuneman oversees all operational activities for the six (6) PRC collections since 2019 while observing Environmental Enterprises, Inc. (EEI) site protocols, safety and operational activities.

EEI has performed six (6) collections for the Task Force – now called PRC and the following counties in since 2006.

Allegheny County – North Park: Allegheny County in Pennsylvania encompasses the entire City of Pittsburgh. The North Park site is typically performed in the spring and has seen resident participation since 2006 from a low of 1000 vehicles to a high in 2015 of 1549 residents. As of 2016 the average poundage of material for this site was ~100,000 pounds.

Allegheny County – Boyce Park: This site location is the center location between North and South Park and is typically held in the month of August. This site has grown from a modest start of ~500 residents participating to 758 vehicles in 2016 and averages total amount of material collected of ~54,000 pounds.

Allegheny County – South Park: This is the 3rd of the City of Pittsburgh locations and is typically held in the month of September. Of the three (3) sites in the City of Pittsburgh, South Park is typically the 2nd in resident participation however on more than one occasion has outdrawn North Park in participation. They average ~1000 vehicles and collected waste poundage of ~95,000 pounds.

Cambria County: Performed typically in the spring since 2006 at Compliance Technology in Johnstown, Pa. – which is a neighboring city to Pittsburgh. EEI serviced 347 Cambria County residents in 2016 collecting 34,034 pounds of material while again providing a zero wait-time to the residents to be unloaded. 2025 saw a location change to Central Cambria HS which is more centrally located within the county for better access for all county residents.

Washington County: This county joined PRC in 2009 and initially started on an every other year basis and likewise has seemed to move site locations every year and for 2016 was indoors at their County Fairgrounds. For 2017, this location was once again moved to the City / County's Minor League Baseball complex. Starting in 2025 this collection was moved to a nearby shopping mall for easier access.

Beaver County: EEI provides its final collection event of the year for PRC at Beaver County. Also one of the original counties of the Task Force since 2006, this collection is held at the Beaver County Recycling Center and originally provided collection services to ~100 residents. This location has grown each and every year and now averages ~600 residents who average delivering 45,249 pounds of acceptable waste to EEI.

NOTE: EEI recycles 90% of all materials collected.

ENVIENT-01 ROEBR1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/1/2025

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
The Selzer Company
975 Easton Road Ste. 100
Warrington, PA 18976

CONTACT NAME: Christian M. Archut, CPCU, ARM
PHONE (A/C, No, Ext): (215) 491-2700 102 FAX (A/C, No):
E-MAIL ADDRESS: christian@selzercompany.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westchester Surplus Lines	10172
INSURER B : Ace Property & Casualty Ins Co	20699
INSURER C : American Interstate Insurance	31895
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Environmental Enterprises, Inc.
Expressway Commerce Company, Inc.
Midwest Environmental Transport, Inc.
10163 Cincinnati-Dayton Rd
Cincinnati, OH 45241

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			G47458560 002	4/1/2025	4/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						STOP GAP	$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			H08885849 002	4/1/2025	4/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 6,000,000
	X EXCESS LIAB CLAIMS-MADE			G47458572 002	4/1/2025	4/1/2026	AGGREGATE	$ 6,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		AVWCPA3363322025	4/29/2025	4/29/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Site Pollution			G47458560 002	4/1/2025	4/1/2026	Limit	1,000,000
A	Financial Responsibi			G71115501 008	4/1/2025	4/1/2026	Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is named as additional insured on the General Liability and Automobile Policies as required by written contract.

CERTIFICATE HOLDER

LFUCG
200 East 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

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
00666981

ENVIRONMENTAL ENTERPRISES INC
10163 CINCINNATI DAYTON RD
CINCINNATI OH 45241

Period Specified Below
07/01/2025 to 07/01/2026

www.bwc.ohio.gov
Issued by: BWC

Stephanie McCloud

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.

DP-29 BWC-1629 (Rev. Jan. 10, 2019)

Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
00943437

MIDWEST ENVIRONMENTAL TRANSPORT INC
10163 CINCINNATI DAYTON RD
CINCINNATI OH 45241-1586

Period Specified Below
07/01/2025 to 07/01/2026

www.bwc.ohio.gov
Issued by: BWC

Stephanie McCloud

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.

DP-29 BWC-1629 (Rev. Jan. 10, 2019)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

REPLY TO THE ATTENTION OF:

Mr. Daniel McCabe
President
Environmental Enterprises, Inc.
4650 Spring Grove Ave.
Cincinnati, Ohio 45232

Re: Final Federal RCRA Permit, Environmental Enterprises Inc.
Cincinnati, Ohio, OHD 083 377 010

Dear Mr. McCabe:

Enclosed is a copy of the final federal portion of a Resource Conservation and Recovery Act (RCRA) Hazardous Waste permit for the above-referenced facility. The complete RCRA Hazardous Waste permit contains both federal permit conditions (contained herein) and State permit conditions, which were issued separately by the State of Ohio RCRA program authorized under Title 40 of the Code of Federal Regulations (40 C.F.R.) Part 271. Any hazardous waste activity not included in the federal portion of the RCRA permit or in the State portion of the RCRA permit is prohibited when such activity requires a RCRA Hazardous Waste permit.

The draft federal RCRA permit was publicly noticed in the Cincinnati Enquirer and WKFS 107.1 FM, on or about April 30, 2020. A copy of the draft federal RCRA permit was available for review at the Public Library of Cincinnati & Hamilton County College Hills Branch, 1400 West North Bend Road, Cincinnati, Ohio 45224. The public comment period extended from April 30, 2020 to June 30, 2020.

The U.S. Environmental Protection Agency received no comments on the draft Federal RCRA permit during the public comment period. FN-A 9/3/20

This federal permit is effective on **September ~~4~~ 2, 2020 and valid until August 27, 2030**, unless the federal permit is revoked and reissued, or terminated pursuant to 40 C.F.R. § 270.41 and § 270.43. Failure to comply with any conditions of the federal permit may result in civil and/or criminal penalties.

You may appeal the issuance of this permit by filing a petition for review with the Environmental Appeals Board as provided at 40 C.F.R. § 124.19.

Recycled/Recyclable • Printed with Vegetable Oil Based Inks on 100% Recycled Paper (100% Post Consumer)

A petition for review of any condition of a RCRA permit decision must be filed with the Environmental Appeals Board within 30 days after EPA serves notice of the issuance of the final permit decision. 40 C.F.R. § 124.19(a)(3). When EPA serves the notice by mail, service is deemed to be completed when the notice is placed in the mail, not when it is received. However, to compensate for the delay caused by mailing, the 30-day deadline for filing a petition is extended by three days if the final permit decision being appealed was served on the petitioner by mail. 40 C.F.R. § 124.20(d). Petitions are deemed filed when they are received by the Clerk of the Board at the address specified for the appropriate method of delivery. 40 C.F.R. § 124.19(a)(3) and 40 C.F.R. § 124.19(i). Additional information regarding petitions for review may be found in the Environmental Appeals Board Practice Manual (January 2013) and A Citizen's Guide to EPA's Environmental Appeals Board, both of which are available at http://yosemite.epa.gov/oa/EAB_Web_Docket.nsf/General+Information/Environmental+Appeals+Board+Guidance+Documents?OpenDocument.

Eligibility to appeal the federal permit is discussed further in 40 C.F.R. § 124.19. General filing requirements are contained in the Practice Manual, The Environmental Appeals Board and A Citizens' Guide to EPA's Environmental Appeals Board.

All documents that are sent through the U.S. Postal Service (except by Express Mail) must be addressed as follows:

Clerk of the Board
U.S. Environmental Protection Agency
Environmental Appeals Board
1200 Pennsylvania Avenue, NW
Mail Code 1103M
Washington, DC 20460-0001

Documents that are hand-carried in person, delivered via courier, mailed by Express Mail, or delivered by a non-U.S. Postal Service carrier (e.g., Federal Express or UPS) must be delivered to:

Clerk of the Board
U.S. Environmental Protection Agency
Environmental Appeals Board
1201 Constitution Avenue, NW
WJC East, Room 3334
Washington, DC 20004

A copy of the petition should also be sent to:

Land and Chemicals Branch (LL-17J)
U.S. Environmental Protection Agency, Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604-3590

The procedures for filing an appeal are found in 40 C.F.R. § 124.19. The administrative appeal procedures must be completed prior to any action seeking judicial review.

If you have any questions concerning this permit, please contact Mr. Jae Lee of my staff, at (312) 886-3781.

Sincerely,

EDWARD NAM

Digitally signed by EDWARD NAM
Date: 2020.09.02 23:11:38 -05'00'

Edward Nam
Director
Land, Chemicals and Redevelopment Division

Enclosures

cc: Bradley Mitchell, OEPA

Recycled/Recyclable • Printed with Vegetable Oil Based Inks on 100% Recycled Paper (100% Post Consumer)

Final

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

RESOURCE CONSERVATION AND RECOVERY ACT PERMIT

Facility Name and Location: Environmental Enterprises, Inc.
4650 Spring Grove Avenue
Cincinnati, Ohio 45232

Owner: Expressway Commerce Co., Inc.
10163 Cincinnati-Dayton Road
Cincinnati, Ohio 45241

Operator: Environmental Enterprises, Inc.
4650 Spring Grove Avenue
Cincinnati, Ohio 45232

U.S. EPA Identification Number: OHD 083 377 010

Effective Date: September 2, 2020 EPA. 9/3/20

Expiration Date: August 27, 2030

Authorized Activities:

The U.S. Environmental Protection Agency (EPA), Region 5 hereby issues a Resource Conservation and Recovery Act permit (hereinafter referred to as the "permit") to Environmental Enterprises, Inc. and Expressway Commerce Co., Inc. (addressed in the second person as "you" or "Permittees") in connection with the hazardous waste management operations at the Environmental Enterprises, Inc. facility located in Cincinnati, Ohio.

This permit is issued under the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, and the Hazardous and Solid Waste Amendments ("HSWA") of 1984 (42 United States Code (U.S.C.) § 6901 *et seq.*) (collectively referred to as "RCRA") and EPA's regulations promulgated thereunder (codified, and to be codified, in Title 40 of the Code of Federal Regulations (40 C.F.R.)).

Specifically, this permit addresses air emission standards for equipment leaks, containers, tanks, and miscellaneous unit. See 40 C.F.R. Part 264, Subparts BB and CC.

According to Environmental Enterprises, Inc.'s RCRA Part B Permit Application, this facility currently does not operate process vents as defined in 40 C.F.R. Part 264, Subpart AA, Air Emission Standards for Process Vents. Therefore, the requirements under Subpart AA are not set forth in this permit.

The RCRA permit consists of both this permit, which contains the effective Federal RCRA permit conditions, and the effective State RCRA permit conditions under an Ohio Hazardous Waste Permit issued by the State of Ohio's RCRA program authorized under 40 C.F.R. Part 271 (hereinafter the "State RCRA permit"). Any hazardous waste activity which requires a RCRA permit and is not included in the RCRA permit is prohibited.

The State issued a RCRA permit on August 27, 2020. The effective and expiration dates of the State RCRA permit were August 27, 2020 and August 27, 2030, respectively.

Permit Approval:

On June 30, 1989, the State of Ohio received final authorization according to Section 3006 of RCRA, 42 U.S.C. § 6926, and 40 C.F.R. Part 271, to administer the pre-HSWA RCRA hazardous waste program. The State of Ohio has also received final authorization to administer certain additional RCRA requirements on several occasions since then.

However, because EPA has not yet authorized the State of Ohio to administer certain HSWA regulations, including the air emission standards for equipment leaks (40 C.F.R. Part 264, Subpart BB) and tanks, containers, and miscellaneous units (40 C.F.R. Part 264, Subpart CC), EPA, Region 5 is issuing the RCRA permit requirements for operations at your facility which fall under these regulations.

You must comply with all terms and conditions contained in this permit. This permit consists of all the conditions contained herein, the documents attached hereto, all documents cross-referenced in these documents, approved submittals (including plans, schedules and other documents), the applicable regulations in 40 C.F.R. Parts 124, 260, 261, 262, 264, 268, 270, and applicable provisions of RCRA. You must also comply with the State RCRA permit.

This permit is based on the assumption that: (1) the information submitted in your RCRA Part A and B Permit Renewal Applications dated April 1, 2019, 40 C.F.R. Part 264, Subpart AA, BB, and CC information dated April 5, 2019, and all other revisions and addendums to that application (hereinafter referred to as the "Part B Permit Application") is complete and accurate, and (2) the facility is configured, operated and maintained as specified in the Part B Permit Application and other relevant documents.

Any inaccuracies in the submitted information may be grounds for EPA to terminate, revoke and reissue, or modify this permit in accordance with 40 C.F.R. §§ 270.41, 270.42 and 270.43; and for enforcement action. You must promptly inform EPA of any deviation from, or changes in, the information in the Part B Permit Application and other pertinent documents that might affect your ability to comply with the applicable regulations or conditions of this permit.

Opportunity to Appeal:

Petitions for review must be submitted within 30 days after EPA serves notice of the final permit decision. Any person who filed comments on the draft permit or participated in the public hearing may petition the Environmental Appeals Board to review any condition of the permit decision. Any person who failed to file comments or failed to participate in the public hearing on the draft permit may file a petition for review only to the extent of the changes from the draft to the final permit decision. The procedures for permit appeals are found in 40 C.F.R. § 124.19.

Effective Date: EPA 9/2/20

This permit is effective as of **September 2, 2020** and will remain in effect until **August 27, 2030**, unless revoked and reissued under 40 C.F.R. § 270.41, terminated under 40 C.F.R. § 270.43, or continued in accordance with 40 C.F.R. § 270.51(a).

EDWARD NAM Digitally signed by EDWARD NAM Date: 2020.09.02 23:15:30 -05'00'

By: _____ Date: _____

Edward Nam
Director
Land, Chemicals and Redevelopment Division

OHD 083 377 010
Environmental Enterprises, Inc.

TABLE OF CONTENTS

SECTION I - STANDARD PERMIT CONDITIONS 1

I.A EFFECT OF PERMIT 1
I.B PERMIT ACTIONS 1
I.B.1 Permit Review, Modification, Revocation and Reissuance, and Termination 1
I.B.2 Permit Renewal 2
I.C SEVERABILITY 2
I.D DEFINITIONS 2
I.E DUTIES AND REQUIREMENTS 3
I.E.1 Duty to Comply 3
I.E.2 Duty to Reapply 3
I.E.3 Permit Expiration 3
I.E.4 Need to Halt or Reduce Activity Not a Defense 3
I.E.5 Duty to Mitigate 3
I.E.6 Proper Operation and Maintenance 4
I.E.7 Duty to Provide Information 4
I.E.8 Inspection and Entry 4
I.E.9 Monitoring and Records 5
I.E.10 Reporting Planned Changes 5
I.E.11 Reporting Anticipated Noncompliance 5
I.E.12 Certification of Construction 5
I.E.13 Transfer of Permits 6
I.E.14 Twenty-Four Hour Reporting 6
I.E.15 Other Noncompliance 8
I.E.16 Other Information 8
I.F SIGNATORY REQUIREMENT 8
I.G REPORTS, NOTIFICATIONS AND SUBMITTALS TO THE DIRECTOR 9
I.H CONFIDENTIAL INFORMATION 9
I.I DOCUMENTS TO BE MAINTAINED AT THE FACILITY 9
I.I.1 Operating Record 9
I.I.2 Notifications 9
I.I.3 Copy of Permit 10
I.J ATTACHMENTS AND DOCUMENTS INCORPORATED BY REFERENCE 10
I.K COORDINATION WITH THE CLEAN AIR ACT 10

SECTION II - AIR EMISSIONS STANDARDS FOR EQUIPMENT LEAKS
(40 C.F.R. PART 264, SUBPART BB) 11
II.A EQUIPMENT LEAKS 11
II.A.1 Applicable Equipment....11
II.A.2 Pumps in Light Liquid Service (40 C.F.R. § 264.1052) 11
II.A.3 Open-Ended Valves or Lines (40 C.F.R. § 264.1056) 12
II.A.4 Delay of Repair (40 C.F.R. § 264.1059) 12
II.A.5 Closed-Vent Systems and Control Devices (40 C.F.R. § 264.1060)……13
II.B TEST METHOD AND PROCEDURES (40 C.F.R § 264.1063) 13
II.C RECORDKEEPING AND REPORTING REQUIREMENTS
(40 C.F.R. §§ 264.1064 and 264.1065)....13

SECTION III - AIR EMISSION STANDARDS FOR CONTAINERS, TANKS, AND
MISCELLANEOUS UNITS (40 C.F.R. PART 264, SUBPART CC) ……..…..13
III.A MAXIMUM VOLATILE ORGANIC CONCENTRATION FOR TANKS T#1,
T#2, T#3, AND T#4....14
III.B LEVEL 1 CONTAINER REQUIREMENTS 16
III.C LEVEL 2 CONTAINER REQUIREMENTS 17
III.D MISCELLANEOUS UNIT (40 C.F.R. PART 264, SUBPART X)……..……...19
III.E RECORDKEEPING AND REPORTING REQUIREMENTS 23

SECTION I—STANDARD PERMIT CONDITIONS

I.A EFFECT OF PERMIT

This permit contains the federal RCRA permit conditions. You also have a state RCRA permit. You are hereby allowed to manage hazardous waste at the Environmental Enterprises, Inc. ("facility") in accordance with this permit and the effective state RCRA permit. The storage and treatment of RCRA hazardous waste must comply with all terms and conditions in this permit. Other aspects of the storage and treatment of RCRA hazardous waste are subject to the conditions in the state-issued portion of the RCRA permit. Any hazardous waste activity which requires a RCRA permit and is not included either in this permit or the state RCRA permit, is prohibited.

Subject to 40 C.F.R. § 270.4, compliance with the RCRA permit during its term constitutes compliance, for purposes of enforcement, with Subtitle C of RCRA except for those requirements not included in the permit which: (1) become effective by statute; (2) are promulgated under 40 C.F.R. Part 268 restricting the placement of hazardous waste in or on the land; (3) are promulgated under 40 C.F.R. Part 264 regarding leak detection systems; or (4) are promulgated under Subparts AA, BB, or CC of 40 C.F.R. Part 265 limiting air emissions. (40 C.F.R. § 270.4).

This permit does not: (1) convey any property rights or any exclusive privilege; (2) authorize any injury to persons or property, or invasion of other private rights; or (3) authorize any infringement of state or local law or regulations. Compliance with the terms of this permit does not constitute a defense to any order issued, or any action brought, under: (1) Sections 3008(a), 3008(h), 3013, or 7003 of RCRA; (2) Sections 104, 106(a), or 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 *et seq.* (commonly known as "CERCLA"); or (3) any other law protecting public health or the environment.

I.B PERMIT ACTIONS

I.B.1 Permit Review, Modification, Revocation and Reissuance, and Termination

EPA may review, modify, or revoke and reissue this permit, or terminate it for cause, as specified in 40 C.F.R. §§ 270.41, 270.42, and 270.43. EPA may also review and modify this permit, consistent with 40 C.F.R. § 270.41, to include any terms and conditions it determines are necessary to protect human health and the environment under Section 3005(c)(3) of RCRA. The filing of a request for a permit modification, revocation and reissuance, termination, or a notification of planned changes or anticipated noncompliance on your part will not stay the applicability or enforceability of any permit condition. (40 C.F.R. § 270.30(f)).

You may request a modification of this permit under the procedures specified in 40 C.F.R. § 270.42. A Class 1 modification is generally allowed without prior approval by EPA, except under certain conditions as described in 40 C.F.R. § 270.42(a)(2). A Class 2 modification requires prior approval by EPA as described in 40 C.F.R. § 270.42(b). You must not perform any construction associated with a Class 3 permit modification request until such modification request is granted and the modification becomes effective.

You may perform construction associated with a Class 2 permit modification request beginning 60 calendar days after submission of the request, unless the Director establishes a later date. (40 C.F.R. § 270.42(b)(8)). (Pursuant to Chapter 8-6 of the Region 5 Delegation Manual, the authority assigned to the Regional Administrator as Director under 40 C.F.R. § 270.42(b)(8) has been delegated to the Director of the Land, Chemicals and Redevelopment Division of EPA, Region 5. Thus, for the purposes of this permit, the term Director must refer to the Division Director of EPA Region 5's Land, Chemicals and Redevelopment Division). Procedures for a Class 3 modification are specified in 40 C.F.R. § 270.42(c).

I.B.2 Permit Renewal

This permit may be renewed as specified in 40 C.F.R. § 270.30(b) and Section I.E.2 of this permit. In reviewing any application for a permit renewal, EPA will consider improvements in the state of control and measurement technology, and changes in applicable regulations. (40 C.F.R. § 270.30(b) and RCRA Section 3005(c)(3)).

I.C SEVERABILITY

This permit's provisions are severable. If any permit provision, or the application of any permit provision to any circumstance, is held invalid, such provision's application to other circumstances and the remainder of this permit will not be affected. Invalidation of any statutory or regulatory provision on which any condition of this permit is based does not affect the validity of any other statutory or regulatory basis for that condition. (40 C.F.R. § 124.16(a)).

I.D DEFINITIONS

The terms used in this permit will have the same meaning as in 40 C.F.R. Parts 124, 260 through 266, 268 and 270, unless this permit specifically provides otherwise. Where neither the regulations nor the permit define a term, the term's definition will be the standard dictionary definition or its generally accepted scientific or industrial meaning.

I.E DUTIES AND REQUIREMENTS

I.E.1 Duty to Comply

You must comply with all conditions of this permit, except to the extent and for the duration for which an emergency permit authorizes such noncompliance (40 C.F.R. § 270.61). Any permit noncompliance, except under the terms of an emergency permit, constitutes a violation of RCRA and will be grounds for: enforcement action; permit termination, revocation and reissuance, or modification; or denial of a permit renewal application. (40 C.F.R. § 270.30(a)).

I.E.2 Duty to Reapply

If you wish to continue an activity this permit regulates after its expiration date, you must apply for and obtain a new permit. You must submit a complete application for a new permit at least 180 calendar days before the permit expires, unless the Director grants permission for a later date. The Director will not grant permission to submit the complete application for a new permit later than the permit's expiration date. (40 C.F.R. §§ 270.10(h) and 270.30(b)).

I.E.3 Permit Expiration

Unless revoked or terminated, this permit and all conditions herein will be effective until August 27, 2030. This permit and all conditions herein will remain in effect beyond the permit's expiration date if you have submitted a timely, complete application (40 C.F.R. § 270.10 and §§ 270.13 through 270.29), and, through no fault of your own, the Director has not made a final determination regarding permit reissuance. (40 C.F.R. §§ 270.50 and 270.51).

I.E.4 Need to Halt or Reduce Activity Not a Defense

In an enforcement action, you are not entitled to a defense that it would have been necessary to halt or reduce the permitted activity to maintain compliance with this permit. (40 C.F.R. § 270.30(c)).

I.E.5 Duty to Mitigate

In the event of noncompliance with this permit, you must take all reasonable steps to minimize releases to the environment resulting from the noncompliance and must implement all reasonable measures to prevent significant adverse impacts on human health or the environment. (40 C.F.R. § 270.30(d)).

I.E.6 Proper Operation and Maintenance

You must always properly operate and maintain all facilities and treatment and control systems (and related appurtenances) that you install or use to comply with this permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance/quality control procedures. This provision requires you to operate back-up or auxiliary facilities or similar systems only when necessary to comply with this permit. (40 C.F.R. § 270.30(e)).

I.E.7 Duty to Provide Information

You must provide the Director, within a reasonable time, any relevant information that the Director requests to determine whether there is cause to modify, revoke and reissue, or terminate this permit, or to determine permit compliance. You must also provide the Director, upon request, with copies of any records this permit requires. The information you must maintain under this permit is not subject to the Paperwork Reduction Act, 44 U.S.C. §§ 3501 *et seq.* (40 C.F.R. §§ 264.74(a) and 270.30(h)).

I.E.8 Inspection and Entry

Upon the presentation of credentials and other legally required documents, you must allow the Director or an authorized representative to:

I.E.8.a Enter at reasonable times upon your premises where a regulated activity is located or conducted, or where records must be kept under the conditions of this permit;

I.E.8.b Have access to and copy, at reasonable times, any records that you must keep under the conditions of this permit;

I.E.8.c Inspect, at reasonable times, any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and

I.E.8.d Sample or monitor any substances at any location at reasonable times, to assure permit compliance or as RCRA otherwise authorizes.

Notwithstanding any provision of this permit, EPA retains the inspection and access authority which it has under RCRA and other applicable laws. (40 C.F.R. § 270.30(i)).

I.E.9 Monitoring and Records

I.E.9.a Samples and measurements taken for monitoring purposes must be representative of the monitored activity. The methods used to obtain a representative sample of the feed streams, treatment residues, or other hazardous waste to be analyzed must be the appropriate methods from Appendix I of 40 C.F.R. Part 261, or the methods specified in the Waste Characteristics section (Section C of the Part B Permit Application), or an equivalent method approved by the Director. Laboratory methods must be those specified in *Test Methods for Evaluating Solid Waste: Physical/Chemical Methods* (SW-846, latest edition), *Methods for Chemical Analysis of Water and Wastes* (EPA 600/4-79-020), or an equivalent method, as specified in the referenced Waste Characteristics. (40 C.F.R. § 270.30(j)(1)).

I.E.9.b You must retain, at the facility, all records as specified in 40 C.F.R. § 264.74.

I.E.9.c You must submit all monitoring results at the intervals specified in this permit.

I.E.9.d You must retain all reports, records, or other documents, required by this permit, and records of all data used to complete the application for this permit, for a period of at least 3 years from the date of the reports, records, or other documents, unless a different period is specified in this permit. The 3-year period may be extended by request of the Director at any time and is automatically extended during the course of any unresolved enforcement action regarding this facility. (40 C.F.R. §§ 270.30(j) and 270.31).

I.E.10 Reporting Planned Changes

You must notify the Director as soon as possible of any planned physical alterations or additions to the permitted facility. (40 C.F.R. § 270.30(l)(1)).

I.E.11 Reporting Anticipated Noncompliance

You must notify the Director, in advance, of any planned changes in the permitted facility or activity that may result in permit noncompliance. Advance notice will not constitute a defense for any noncompliance. (40 C.F.R. § 270.30(l)(2)).

I.E.12 Certification of Construction

You must not operate any RCRA air emission control devices completed after the

effective date of this permit until you have submitted to the Director, by certified mail or hand-delivery, a letter signed both by your authorized representative and by a registered professional engineer, in accordance with 40 C.F.R. § 270.30(l)(2)(i). That letter must state that the portions of the facility covered by this permit have been constructed in compliance with the applicable conditions of this permit. In addition, you must not operate the permitted control devices until either:

I.E.12.a The Director or his/her representative has inspected those portions of the facility and finds them in compliance with the conditions of the permit; or

I.E.12.b Within 15 calendar days of the date of submission of the Certification of Construction letter referenced in Section I.E.12 of this permit, the Permittee has not received notice from the Director of his or her intent to inspect, prior inspection is waived and the Permittee may commence treatment, storage, or disposal of hazardous waste in accordance with 40 C.F.R. § 270.30(l)(2)(ii)(B).

I.E.13 Transfer of Permits

This permit is not transferable to any person, except after notice to and approval of the Director. You must inform the Director in writing and obtain prior written approval of the Director before transferring ownership or operational control of the facility. (40 C.F.R. § 270.42, Appendix I). Under 40 C.F.R. § 270.40, the Director may require permit modification, or revocation and reissuance to change the name of the Permitee and incorporate other RCRA requirements. Before transferring ownership or operation of the facility during its operating life, you must notify the Director and obtain prior approval, and notify the new owner or operator in writing of the requirements of 40 C.F.R. Parts 264, 268, and 270, and you must provide a copy of the RCRA permit to the new owner or operator. (40 C.F.R. §§ 264.12(c), 270.30(l)(3), and 270.40(a)).

I.E.14 Twenty-Four Hour Reporting

I.E.14.a You must report to the Director any noncompliance with this permit that may endanger human health or the environment. Any such information must be promptly reported orally, but no later than 24 hours after you become aware of the circumstances.

I.E.14.b The report must include the following: (1) Information concerning release of any hazardous waste that may endanger public drinking water supplies; (2) Information of a release or discharge of hazardous waste; or (3) Information of a fire or explosion from the hazardous waste management facility, which could threaten the environment or human health outside the facility. You must include the following information:

(1) Name, title and telephone number of the person making the report;

(2) Name, address and telephone number of the facility owner or operator;

(3) Facility name, address and telephone number;

(4) Date, time and type of incident;

(5) Location and cause of incident;

(6) Identification and quantity of material(s) involved;

(7) Extent of injuries, if any;

(8) Assessment of actual or potential hazards to the environment and human health outside the facility, where applicable;

(9) Description of any emergency action taken to minimize the threat to human health and the environment; and

(10) Estimated quantity and disposition of recovered material that resulted from the incident.

(40 C.F.R. § 270.30(l)(6)).

I.E.14.c In addition to the oral notification required under Sections I.E.14.a and I.E.14.b of this permit, a written report must also be provided within 5 calendar days after you become aware of the circumstances. The written report must include, but is not limited to, the following:

(1) Name, address and telephone number of the person reporting;

(2) Incident description (noncompliance and/or release or discharge of hazardous waste), including cause, location, extent of injuries, if any, and an assessment of actual or potential hazards to the environment and human health outside the facility, where applicable;

(3) Period(s) in which the incident (noncompliance and/or release or discharge of hazardous waste) occurred, including exact dates and times;

(4) Whether the incident's results continue to threaten human health and the environment, which will depend on whether the noncompliance has been corrected and/or the release or discharge of hazardous waste has been adequately cleaned up; and

(5) If the noncompliance has not been corrected, the anticipated period for which it is expected to continue and the steps taken or planned to reduce, eliminate, and prevent the recurrence of the noncompliance.

The Director may waive the requirement that written notice be provided within 5 calendar days. However, you will then be required to submit a written report within 15 calendar days of the day on which you must provide oral notice, in accordance with Sections I.E.14.a and I.E.14.b of this permit. (40 C.F.R. §§ 270.30(1)(6) and 270.30(h)).

I.E.15 Other Noncompliance

You must report all instances of noncompliance not reported under Section I.E.14 of this permit, when any other reports this permit requires are submitted. The reports must contain the information listed in Section I.E.14 of this permit.
(40 C.F.R. § 270.30(l)(10)).

I.E.16 Other Information

I.E.16.a Whenever you become aware that you failed to submit or otherwise omitted any relevant facts in the Part B Permit Application or other submittal, or submitted incorrect information in the Part B Permit Application or other submittal, you must promptly notify the Director of any incorrect information or previously omitted information, submit the correct facts or information, and explain in writing the circumstances of the incomplete or inaccurate submittal. (40 C.F.R. §§ 270.30(l)(11) and 270.30(h)).

I.E.16.b All other requirements contained in 40 C.F.R. § 270.30 not specifically described in this permit are incorporated into this permit and you must comply with all those requirements.

I.F SIGNATORY REQUIREMENT

You must sign and certify all applications, reports, or information this permit requires, or which are otherwise submitted to the Director, in accordance with 40 C.F.R. § 270.11. (40 C.F.R. § 270.30(k)).

I.G REPORTS, NOTIFICATIONS AND SUBMITTALS TO THE DIRECTOR

Except as otherwise specified in this permit, all reports, notifications, or other submittals that this permit requires to be sent or given to the Director should be sent by certified mail or express mail, or hand-delivered to the U.S. Environmental Protection Agency Region 5, Land and Chemicals Branch, at the following address:

Land and Chemicals Branch, LL-17J
Land, Chemicals and Redevelopment Division
U.S. EPA Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604

I.H CONFIDENTIAL INFORMATION

In accordance with 40 C.F.R. Part 2, Subpart B, you may claim any information this permit requires, or otherwise submitted to the Director, as confidential. You must assert any such claim at the time of submittal in the manner prescribed on the application form or instructions or, in the case of other submittals, by stamping the words "Confidential Business Information" on each page containing such information. If you made no claim at the time of submittal, the Director may make the information available to the public without further notice. If you assert a claim, the information will be treated in accordance with the procedures in 40 C.F.R. Part 2. (40 C.F.R. § 270.12). You have the burden of substantiating that the claimed information is confidential, and EPA may request further information from you regarding such claim, and may reasonably determine which such information to treat as confidential.

I.I DOCUMENTS TO BE MAINTAINED AT THE FACILITY

You must maintain at the facility, until closure is completed and certified by an independent registered professional engineer, the following documents and all amendments, revisions, and modifications to them.

I.I.1 Operating Record

You must maintain in the facility's operating record the documents required by this permit, and by the applicable portions of 40 C.F.R. §§ 264.13, 264.73, 264.1064, 264.1084, 264.1088, and 264.1089.

I.I.2 Notifications

You must maintain notifications from generators that are required by 40 C.F.R. § 268.7 to

accompany an incoming shipment of hazardous waste subject to 40 C.F.R. Part 268, Subpart C, that specify treatment standards, as required by 40 C.F.R. §§ 264.73, 268.7, and this permit.

I.I.3 Copy of Permit

You must keep a copy of this permit on the facility site, including all of the documents listed in any attachments, and you must update it as necessary to incorporate any official permit modifications.

I.J ATTACHMENTS AND DOCUMENTS INCORPORATED BY REFERENCE

I.J.1 All attachments and documents that this permit requires to be submitted, if any, including all plans and schedules are, upon the Director's approval, incorporated into this permit by reference and become an enforceable part of this permit. Since required items are essential elements of this permit, failure to submit any of the required items or submission of inadequate or insufficient information may subject you to enforcement action under Section 3008 of RCRA. This may include fines, or permit suspension or revocation.

I.J.2 This permit also includes the documents attached hereto, all documents cross-referenced in these documents, and the applicable regulations contained in 40 C.F.R. Parts 124, 260, 261, 262, 264, 266, 268, and 270, and applicable provisions of RCRA, all of which are incorporated herein by reference.

I.J.3 Any inconsistency or deviation from the approved designs, plans and schedules is a permit noncompliance. The Director may grant written requests for extensions of due dates for submittals required in this permit.

I.J.4 If the Director determines that actions beyond those provided for, or changes to what is stated herein, are warranted, the Director may modify this permit according to procedures in Section I.B of this permit.

I.J.5 If any documents attached to this permit are found to conflict with any of the conditions in this permit, the condition will take precedence.

I.K COORDINATION WITH THE CLEAN AIR ACT

You must fully comply with the RCRA requirements contained in this permit. This permit does not include the requirements imposed by the Clean Air Act.

You must not operate process vents at the facility as defined in 40 C.F.R. § 264.1031.

SECTION II - AIR EMISSION STANDARDS FOR EQUIPMENT LEAKS (40 C.F.R. PART 264, SUBPART BB)

II.A EQUIPMENT LEAKS

II.A.1 Applicable Equipment

You must comply with all applicable requirements of 40 C.F.R. Part 264, Subpart BB, at 40 C.F.R. § 264.1050 through 40 C.F.R. § 264.1065, regarding air emission standards for equipment leaks. These requirements apply to equipment (hereinafter, applicable equipment) that: (i) is listed in 40 C.F.R. § 261.1031; and (ii) that contains or contacts hazardous waste with organic concentrations of at least 10 percent by weight that is managed in one of the units described in 40 C.F.R. § 264.1050(b).

The equipment that is subject to Subpart BB requirements at this facility is considered "In light liquid service" as defined in 40 C.F.R. § 264.1031, and consists of pumps, open-ended valves or lines, and/or closed vent system and control devices. This permit does not allow you to use any other applicable equipment.

II.A.2 Pumps in Light Liquid Service (40 C.F.R. § 264.1052)

II.A.2.a Each pump in light liquid service must be monitored monthly to detect leaks by the methods specified in 40 C.F.R. § 264.1063(b), except: any pump that is (1) equipped with dual mechanical seal system satisfying the requirements of 40 C.F.R. 264.1052(d), (2) designated, as described in 40 C.F.R. § 264.1064(g)(2), for no detectable emissions, as indicated by an instrument reading of less than 500 parts per million (ppm) above background, and meeting the requirements of 40 C.F.R. § 264.1052(e), or (3) equipped with a closed vent system capable of capturing and transporting any leakage from the seal or seals to a control device that complies with the requirements of 40 C.F.R. § 264.1052(f).

II.A.2.b Each pump must be checked by visual inspection each calendar week for seal leaks.

II.A.2.c A leak is detected if: (1) an instrument reading of 10,000 ppm or greater is measured, or (2) there is an indication of liquid dripping from the pump seal.

II.A.2.d When a leak is detected, it must be repaired as soon as practicable, but not later than 15 calendar days after it is detected, except as provided in 40 C.F.R. § 264.1059 - Standards: Delay of repair. The first attempt at repair must be made no later than five (5) calendar days after each leak is detected.

II.A.2.e You specified in the Part B Permit Application that two (2) pumps at the facility which are used to transfer hazardous waste with organic concentrations of at least 10 percent by weight are excluded from the requirement at 40 C.F.R. §§ 264.1052 to 264.1060 because they are in use less than 300 hours per calendar year, in accordance with 40 C.F.R. § 264.1050(f). In order to be excluded from those requirements under 40 C.F.R. § 264.1050(f), you must: (1) record the identification of such pumps, either by list or location (area or group), in a log; and (2) record the use of such pumps in hours daily in a log. (40 C.F.R. §§ 264.1050(f) and 264.1064(g)). The recorded log must be kept in the facility's operating record. At the end of each calendar year, you must determine the total amount of operating hours in that calendar year of each of two pumps which are used to transfer hazardous waste with organic concentrations of at least 10 percent by weight. The operating record must be available at the facility at all times for review by EPA, the state, local agencies, or their duly authorized representatives.

II.A.3 Open-ended Valves or Lines (40 C.F.R. § 264.1056)

II.A.3.a Each open-ended valve or line must be equipped with a: (1) cap, (2) blind flange, (3) plug, or (4) second valve, which must seal the open end at all times except during operations requiring hazardous waste stream flow through the open-ended valve or line.

II.A.3.b Each open-ended valve or line equipped with a second valve shall be operated in a manner such that the valve on the hazardous waste stream end is closed before the second valve is closed.

II.A.3.c When a double block and bleed system is used, the bleed valve or line may remain open during operations that require venting the line between the block valves but must seal the open end at all other times.

II.A.4 Delay of Repair (40 C.F.R. § 264.1059)

II.A.4.a Delay of repair of equipment for which leaks have been detected will be allowed if: (1) the repair is technically infeasible without a hazardous waste management unit shutdown (in such cases, repair of this equipment must occur before the end of the next hazardous waste management unit shutdown); or (2) the equipment is isolated from the hazardous waste management unit and does not continue to contain or contact hazardous waste with organic concentrations at least 10 percent by weight.

II.A.4.b Delay of repair for valves will be allowed if: (1) emissions of purged material resulting from immediate repair are greater than the emissions likely to result from delay of repair; and (2) when repair procedures are effected, the

purged material is collected and destroyed or recovered in a control device complying with 40 C.F.R. § 264.1060.

II.A.4.c Delay of repair for pumps will be allowed if: (1) repair requires the use of a dual mechanical seal system that includes a barrier fluid system; and (2) repair is completed as soon as practicable, but not later than 6 months after the leak was detected.

II.A.4.d Delay of repair beyond a hazardous waste management unit shutdown will be allowed for a valve only if the provisions of 40 C.F.R. § 264.1059(e) are met.

II.A.5 Closed-Vent Systems and Control Devices (40 C.F.R. § 264.1060)

Closed-vent systems and control devices that are subject to the provisions of 40 C.F.R. Part 264, Subpart BB (40 C.F.R. §§ 264.1050 through 264.1065) must comply with the provisions of 40 C.F.R. §§ 264.1033 and 264.1060.

II.B TEST METHODS AND PROCEDURES (40 C.F.R. § 264.1063)

You must comply with the test methods and procedures requirements specified in 40 C.F.R. § 264.1063.

II.C RECORDKEEPING AND REPORTING REQUIREMENTS (40 C.F.R. §§ 264.1064 and 264.1065)

You must comply with the recordkeeping and reporting requirements of 40 C.F.R. § 264.1064 and 264.1065.

SECTION III – AIR EMISSION STANDARDS FOR CONTAINERS, TANKS, AND MISCELLANEOUS UNIT (40 C.F.R. PART 264, SUBPART CC)

You are permitted by the state RCRA permit to store hazardous waste in four (4) tanks (T #1, T #2, T #3, and T #4) which are located at the main building. The total capacity of these tanks is 12,550 gallons (T #1: 4,000 gallons, T #2: 1,500 gallons, T #3: 6,500 gallons, and T #4: 550 gallons). Each of these four tanks contain aqueous metal bearing hazardous waste. Your Part B Permit Application states that all hazardous waste entering these tanks has an average volatile organic (VO) concentration of less than 500 parts per million by weight (ppmw) at the point of waste origination. Section III.A below discusses the conditions and requirements for an exemption under 40 C.F.R. § 264.1082(c)(1), from the standards specified at 40 C.F.R §§ 264.1084 through 264.1087, for tanks for which all hazardous waste entering the unit has an average VO concentration at the point of waste origination of less than 500 ppmw.

Hazardous waste is also stored in containers in the permitted thirty-two (32) container storage areas located at the annex and main buildings. These storage areas can store Level 1 and/or Level 2 containers. The combined maximum capacity of these container storage areas is 144,330 gallons. In drum storage area #14, which is one of thirty-two (32) containers storage areas, solvent pumping (i.e, transfer waste from tote and Level 1 Lab Pack Room containers to the tank-truck) and waste disperse processing (mixing the waste in the container through the drum dispenser) activities are being conducted.

Level 1 containers are also opened in the Lab Pack Room, which has its own closed vent system and a control device (carbon adsorption system) to transfer the contents into another Level 1 container for blending. The Lab Pack Room is not considered one of the 32 permitted container storage areas and thus is not included in calculating the facility's maximum capacity.

The facility also treats hazardous waste using a miscellaneous unit as defined in 40 C.F.R. Part 264, Subpart X.

You must comply with all applicable requirements of 40 C.F.R. § 264.1080 through 40 C.F.R. § 264.1090, regarding air emission standards for containers and tanks, including those applied to miscellaneous units under 40 C.F.R. § 264.601. All tanks not exempt from 40 C.F.R. §§ 264.1084 through 264.1087 in accordance with the provisions of 40 C.F.R. § 264.1082(c)(1) must be managed using the applicable standards at 40 C.F.R. § 264.1084.

You must not conduct waste stabilization processes, as defined in 40 C.F.R. § 265.1081, on any hazardous waste in containers and/or miscellaneous units that are subject to the requirements of Sections III.B, III.C and/or III.D of this permit, or in tanks that do not meet the requirements of Section III.A below.

For purpose of this permit, all containers that contain hazardous waste processed at this facility are considered to be "in light material service" as defined in 40 C.F.R. § 265.1081.

III.A MAXIMUM VOLATILE ORGANIC CONCENTRATION FOR TANKS T#1, T#2, T#3, AND T#4

The Permittee's Part B Permit Application states that the hazardous waste stored in tanks T#1, T#2, T#3, and T#4 at the facility contains an average volatile organic (VO) concentration at the point of waste origination of less than 500 ppmw.

40 C.F.R. § 264.1082(c)(1), in pertinent part, provides:

> *(c) A tank, surface impoundment, or container is exempt from standards specified in § 264.1084 through § 264.1087 of this subpart, as applicable, provided that the waste management unit is one of the following:*

(1) A tank, surface impoundment, or container for which all hazardous waste entering the unit has an average VO concentration at the point of waste origination of less than 500 ppmw. The average VO concentration shall be determined using the procedures specified in § 264.1083(a) of this subpart. The owner or operator must review and update, as necessary, this determination at least once every 12 months following the date of the initial determination for the hazardous waste streams entering the unit.

Among other requirements, 40 C.F.R. § 264.1083(a) specifies procedures for determining the average VO concentration at the point of waste origination for each hazardous waste placed in a waste management unit exempted under 40 C.F.R. § 264.1082, including the procedures at 40 C.F.R. § 265.1084(a)(2) through (a)(4); discusses the timing of the initial determination; and requires an owner and operator to perform a new waste determination whenever changes to the source generating the waste stream are reasonably likely to cause the average VO concentration of the hazardous waste to increase to a level that is equal to or greater than the applicable VO concentration limits specified in 40 C.F.R. § 264.1082.

For a unit to be exempt from the requirements of 40 C.F.R. §§ 264.1084 through 264.1087, you must meet all the requirements specified at 40 C.F.R. § 264.1082(c)(1) for that unit, including but not limited to making timely determinations, following the procedures specified at § 264.1083(a), and having an average VO concentration for hazardous waste at the point of waste origination below 500 ppmw.

III.A.1 You are allowed to manage hazardous waste in tanks T#1, T#2, T#3, and T#4 in accordance with the state portion of the RCRA permit. All hazardous waste managed in each of these 4 tanks must contain an average VO concentration at the point of waste origination of less than 500 ppmw. The average VO concentration of a hazardous waste at the point of waste origination must be determined by direct measurement or approved method in accordance with the procedures specified in 40 C.F.R. §§ 264.1083(a) and 265.1084(a)(2) through (a)(4), as specified by 40 C.F.R. § 264.1082(c)(1).

III.A.2 For any hazardous waste to be transferred from container or tank truck into the tanks (T#1, T#2, T#3, and T#4), the waste in container or tank truck shall contain an average VO concentration less than 500 ppmw at the point of waste origination.

III.A.3 For each hazardous waste placed in these tanks (T#1, T#2, T#3, and T#4), you must review and update, as necessary, at least once every twelve months following the date of the initial determination, that the hazardous waste streams entering the unit have an average VO concentration at the point of waste origination of less than 500 ppmw using the procedures specified in 40 C.F.R. §§ 264.1083(a) and 265.1084(a)(2) through (a)(4), as specified in 40 C.F.R. § 264.1082(c)(1).

You must perform a new waste determination whenever changes to the source generating the waste stream are reasonably likely to cause the average VO concentration of the hazardous waste managed in these 4 tanks (T#1, T#2, T#3, and T#4) to increase to a level that is equal or greater than 500 ppmw. You must also review and update, as necessary, determinations under 40 C.F.R. § 264.1082(c)(1) at least once every twelve months following the date of the determination, as required by 40 C.F.R. § 264.1082(c)(1).

III.A.4 You must comply with all applicable recordkeeping and reporting requirements described in 40 C.F.R. § 264.1089 and § 264.1090 for these 4 tanks (T#1, T#2, T#3, and T#4).

III.A.5 For any proposed changes in your Part B Permit Application, which states that the hazardous waste processed in these four (4) tanks (T#1, T#2, T#3, and T#4) contains an average VO concentration at the point of waste origination of less than 500 ppmw, you must inform the EPA Region 5 RCRA program, in writing, about the changes no later than 30 calendar days prior to any such changes occuring. In the event that any of these four tanks specified in the Part B Permit Application process hazardous waste with an average VO concentration at the point of waste origination of 500 ppmw or greater, such tank(s) will be subject to and must comply with all applicable requirements specified in 40 C.F.R. § 264.1084, and you must submit a permit modification request providing for the application of 40 C.F.R. Part 264, Subpart CC to those hazardous waste tank(s).

III.B LEVEL 1 CONTAINER REQUIREMENTS

You must manage containers that contain hazardous waste and that have a design capacity greater than 0.1 m^3 (26.4 gallons) and less than or equal to 0.46 m^3 (121 gallons) with Container Level 1 standards as described at 40 C.F.R. § 264.1086(c). When managing hazardous waste in Level 1 containers, you must comply with the following requirements:

III.B.1 A Level 1 container must satisfy one of the following requirements (40 C.F.R. § 264.1086(e)(1)):

(a) meet the applicable U.S. Department of Transportation (DOT) regulations as specified in 40 C.F.R. § 264.1086(f),

(b) be equipped with a cover and closure devices as specified in 40 C.F.R. § 264.1086(c)(1)(ii), or

(c) be an open-top container with organic vapor suppressing barrier to prevent hazardous waste from being exposed to the atmosphere as specified in 40 C.F.R. § 264.1086(c)(1)(iii).

Containers which do not meet DOT regulation specified in 40 C.F.R. § 264.1086(f) must be equipped with covers and closure devices suitable for the physical and chemical characteristics of hazardous waste in containers, for maintaining container integrity and minimizing exposure of hazardous waste to the atmosphere throughout the life of the container, and for the environments under which the containers are placed in the storage facility. Any chemical used for vapor suppression must not generate heat and/or fumes and must be compatible with the hazardous waste in the container. Vapor suppression chemicals must maintain an acceptable and stable barrier between the barrier and the hazardous waste, thus preventing the release of volatile organics into the environment. The barrier must not chemically react to the hazardous waste. (40 C.F.R. § 264.1086(c)(2))

III.B.2 All covers and closure devices must be in the closed position whenever hazardous waste is in a container. Opening of a closure device or cover is allowed if it meets the purposes and respective requirements specified in 40 C.F.R. § 264.1086(c)(3)(i) through (v).

III.B.3 In transferring the waste from a Level 1 container to another Level 1 container in the Lab Pack Room, you must comply with the requirements specified in Condition III.B.2, above, or the requirements for Level 2 Containers as specified in Sections III.C and III.D.3, below.

III.B.4 You must inspect all containers and their covers and closure devices in accordance with 40 C.F.R. § 264.1086(c)(4)(i) and (ii) and repair defects in accordance with 40 C.F.R. § 264.1086(c)(4)(iii).

III.B.5 For any container with a capacity of 0.46 cubic meters (m^3) or greater that you are managing under the Level 1 container standards in the Condition III.B and that does not meet the requirements in Condition III.B.1.(a), above, you must maintain at the facility a copy of the procedure that you used to determine that the container is not managing hazardous waste "In light material service", as defined in 40 C.F.R. § 265.1081. (40 C.F.R. § 264.1086(c)(5)).

III.C LEVEL 2 CONTAINER REQUIREMENTS

You must manage containers that contain hazardous waste and that have a design capacity greater than 0.46 m^3 (121 gallons) with Container Level 2 standards as described at 40 C.F.R. § 264.1086(d). When storing hazardous waste in Level 2 containers you must comply with the following requirements:

III.C.1 As specified in 40 C.F.R. § 264.1086(d)(1), a Level 2 container must be:

III.C.1.a A container that meets the applicable U.S. DOT regulations on packaging hazardous materials for transportation as specified in 40 C.F.R. § 264.1086(f); or

III.C.1.b A container that operates with no detectable organic emissions as defined in 40 C.F.R. § 265.1081 and determined in accordance with the procedure specified in 40 C.F.R. § 264.1086(g); or

III.C.1.c A container that has been demonstrated within the preceding 12 months to be vapor-tight by using 40 C.F.R. Part 60, Appendix A, Method 27 in accordance with the procedure specified in 40 C.F.R. § 264.1086(h).

III.C.2 You must transfer hazardous waste into or out of a container and/or mix the hazardous waste in the container in such a manner as to minimize exposure of the hazardous waste to the atmosphere, to the extent practical, as specified in 40 C.F.R. § 264.1086(d)(2).

III.C.2.a When transferring hazardous waste into or out of a container, including a tote from the Shredder#1 enclosure room, you must conduct such transferring activity by opening only the bung portion of the container. You must not open the entire top portion of a container to transfer hazardous waste into or out of a container at any time. During the transferring process, you must install a vapor and gas monitoring device (such as a photoionization detector (PID), a flame ionization detector (FID), or other similar unit) to continuously monitor volatile organic compounds in the air emitted from the transferring process from the container. You must set the alarm on the monitoring device to the appropriate level to protect the worker safety and to minimize the release of such organic compounds to the atmosphere. You must record the volatile organic emissions from the transferring process.

III.C.2.b For any transfer of liquid, semi-liquid, and/or viscous non-pumpable hazardous waste from containers (i.e., tote from the Shredder #1 enclosure room), you must capture the vapors generated from such transfer activities through a large vent pipe placed as close as possible to the transfer area to be routed to the vapor control device. You must also capture the vapors generated from the drum dispenser, which is used to mix semi-solid waste sufficiently to make them pumpable, through a large vent pipe placed as close as possible to the transfer area to be routed to the vapor control device. For the large vent pipe placed over the top opening of the tote and the drum dispenser during the hazardous waste transfer and/or mixing, you must conduct a smoke test, a velocity test, or any other relevant test to demonstrate that all of the generated vapors from the transfer and/or mixing activities are captured by the

large vent pipe. Such test must be conducted annually, and the results of the test must be retained at the site to be available at the facility at all times for review by EPA, the state, local agencies, or their duly authorized representatives. You must comply with the requirements specified in Conditions III.D.3, below, for the closed vent system and carbon adsorption system.

III.C.3 Whenever a hazardous waste is in a container using Level 2 controls, you must: (1) install all covers and closure devices for the container; and (2) secure and maintain each closure device in the closed position except during filling and removal operations as specified in 40 C.F.R. § 264.1086(d)(3). Opening of a closure device or cover is allowed if it meets the purposes and operates as provided in 40 C.F.R. § 264.1086(d)(3)(i) through (v).

III.C.4 You must inspect the containers and their covers and closure devices in accordance with 40 C.F.R. § 264.1086(d)(4)(i) and (ii). When a defect is detected for the container, cover, or closure devices, you must repair the defect in accordance with 40 C.F.R. § 264.1086(d)(4)(iii).

III.D MISCELLANEOUS UNIT (40 C.F.R. PART 264, SUBPART X)

The Permittee's Part B Permit Application indicates that the hazardous waste is processed in Shredder #1, which is classified as a miscellaneous unit (Subpart X unit). Since Shredder #1 can be considered a tank-like miscellaneous unit, it is appropriate to apply the requirements of 40 C.F.R. Part 264, Subpart CC to that unit.

The following components of Shredder #1 are regulated under this section: (1) the Shredder's bottom container, which collects liquid hazardous waste; (2) the conveyor, and; (3) the compactor.

You must control air pollutant emissions from the Subpart X units located in the main building to comply with 40 C.F.R. § 264.601. The emission control must consist of: (1) an enclosure housing the Shredder #1 unit and its attached doors and windows, (2) a closed vent system, including an exhaust fan with a capacity to maintain a negative pressure inside the enclosure and ductwork connecting the enclosure to a control device, and (3) a carbon adsorption system functioning as the control device.

III.D.1 The design and operation of Shredder #1 must comply with the following requirements:

III.D.1 a Shredder #1 must be designed, operated and maintained in accordance with the operational specifications described in the Part B Permit Application. The gases, vapors, and fumes emitted from hazardous waste in the enclosure room must be vented by the closed vent system to the carbon adsorption system to be treated.

III.D.1.b During the shredding process, the compactor located inside of Shredder #1 must also be operated in order to render the shredded and compacted materials from Shredder #1 as RCRA-empty waste.

III.D.2 The Shredder #1 enclosure consists of a room (enclosure room) with four walls, a ceiling, a floor, a door opening, an opening with a conveyer belt for loading Shredder #1, a garage door, and an opening through which shredded and compacted waste from Shredder #1 can be ejected from the enclosure room. The enclosure room must comply with the following requirements:

III.D.2.a You must design and operate the enclosure room in accordance with the criteria for a permanent total enclosure as specified in "Procedure T – Criteria for and Verification of a Permanent or Temporary Total Enclosure" under 40 C.F.R. § 52.741 (Procedure T). You must perform the verification procedure for the enclosure room as specified in Section 5.0 of such Procedure T annually. Before you conduct the annual Procedure T test, you must notify the EPA including a brief description and date of the test, monitoring equipment to be used, calibration and design specification of the monitoring devices, and other related information. (40 C.F.R. § 264.1084((i)(1)).

III.D.2.b All access doors, windows or other openings whose areas are not included in determining the total area of natural draft openings (NDOs) under paragraphs 4.1 (with reference to paragraph 3.3) and/or 5.2 of Procedure T must be kept closed during routine operation of the process. Routine operation of the process includes those times when hazardous waste is present in the enclosure room, when gases, vapors, or fumes from hazardous waste are present in the enclosure room, and/or when Shredder #1 is in operation. The doors may be open during an emergency or malfunction, but only as long as necessary to allow authorized personnel to enter and exit the enclosure room to safely address the emergency or malfunction.

III.D.2.c Each time you perform the verification procedure in Section 5 of Procedure T, you must prepare written documentation accurately recording all results of the procedure. All such documentation must be maintained as part of the facility's operating record for at least 3 years.

III.D.2.d During the shredding process, you must install a vapor and gas monitoring device (such as a photoionization detector (PID), a flame ionization detector (FID), or other similar unit) to continuously monitor volatile organic compounds in the air emitted from the shredding process in the enclosure where the Shredder #1 is located. You must set the alarm on the monitoring device to the appropriate level to protect the worker safety and to minimize the release of such organic compounds to the atmosphere.

III.D.3 The closed vent system and carbon adsorption system must comply with the following requirements:

III.D.3.a The closed vent system must route the gases, vapors, and fumes emitted from hazardous waste in the enclosure room to the carbon adsorption system.

III.D.3.b The closed vent system and carbon adsorption system (used as a control device) must comply with the requirements as stipulated in 40 C.F.R. § 264.1087. The closed vent system must meet the requirements of 40 C.F.R. § 264.1033(k)(2).

III.D.3.c The closed vent system and carbon adsorption system must be operated and negative pressure must be maintained within the enclosure room at all times when Shredder #1 is in operation, when hazardous waste is present in the enclosure room, when Shredder #1 is being loaded, when shredding waste is being ejected from the enclosure room, or when vapor from hazardous waste is present in the enclosure room. You must continue to operate the exhaust fan and closed vent system after waste is no longer present in the enclosure room and after Shredder #1 has been turned off until all vapors in the enclosure room have been vented into the vent duct and to the control device. You must determine the necessary waiting time based on the exhaust fan capacity, volume of the enclosure room including vent duct, and other pertinent data of the vapor. Such determination and end results of any calculation must be documented in writing and retained at the facility.

III.D.3.d The carbon adsorption system must have a minimum removal efficiency of 95% by weight in accordance with 40 C.F.R. § 264.1087(c)(1)(i). You must demonstrate that the carbon adsorption system achieves this performance standard as specified in 40 C.F.R. § 264.1087(c)(5) and (c)(6).

III.D.3.e The concentration level of the organic compounds in the exhaust vent stream from the carbon adsorption system must be accurately monitored with one of the following frequencies: (a) daily, or (b) an interval that is no greater than 20 percent of the time required to consume the total carbon working capacity established as a requirement of 40 C.F.R. § 264.1035(b)(4)(iii)(G), whichever is longer. The carbon adsorption system must be monitored by a photoionization detector or other suitable instrument that can detect carbon breakthrough. You must calibrate, inspect and maintain the monitoring device as necessary to assure proper function and in accordance with the manufacturer's specifications. You must replace the existing carbon in the control device with fresh carbon immediately when carbon breakthrough is indicated.
(40 C.F.R. §§ 264.1087(c)(3)(i) and 264.1033(h)(1)).

You must maintain a carbon adsorption maintenance log at the site. Such maintenance log must include, but must not be limited to, (i) a description of the method of monitoring the concentration level of organic compounds in the exhaust vent stream; (ii) a description of the method of determining carbon breakthrough; (iii) results of the daily monitoring activities; (iv) description of the monitoring device and procedures, along with the manufacturers specifications; (v) results of calibration, inspection, and maintenance of the monitoring detector; (vi) written documentation of each determination that carbon breakthrough had been achieved and the data on which such determination relied; (vii) the date of each carbon bed replacement, the amount of carbon removed and the amount of carbon added; (viii) for each time carbon is removed from the carbon adsorption system, an adequate description of the method of disposal and/or regeneration of the spent carbons; and (ix) any other inspection and maintenance records. The log must be maintained as part of the facility's operating record.

III.D.3.f All carbon that is removed from the carbon adsorption system after use must be managed in accordance with the requirements of 40 C.F.R. §§ 264.1087(c)(3)(ii) and 264.1033(n). You must prepare and maintain records sufficient to demonstrate that the requirements of this provision are satisfied as part of the facility's operating record.

III.D.3.g The closed vent system must not include any bypass devices that could be used to divert the gas or vapor stream to the atmosphere before entering the control device, unless equipped with either a flow indicator or a seal or locking device specified in 40 C.F.R. § 264.1087(b)(3).

III.D.3.h The vent system must have an exhaust fan with a sufficient capacity to maintain a negative pressure inside enclosure room. You must determine an appropriate minimum fan capacity determined from a written design analysis or from a performance test. You must maintain the appropriate minimum fan capacity while Shredder #1 is in operation. In addition, you must maintain as part of the facility's operating records either the written design analysis of the fan, or a written performance test plan and all test results.

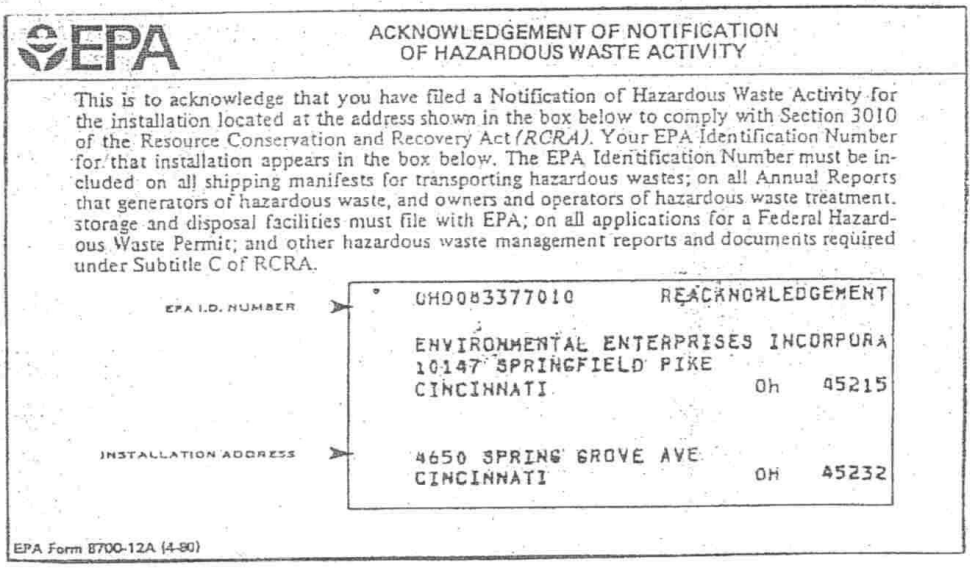
III.D.3.i You must inspect, monitor, and maintain the closed vent system in accordance with 40 C.F.R. §§ 264.1087(b)(4), 1033(l), and 1087(c)(7). You must inspect, monitor, and maintain the carbon adsorption system in accordance with the requirements in 40 C.F.R. §§ 264.1084(b)(4) and 1087(c)(7). You must develop and implement a written plan and schedule to perform the inspections and monitoring required by this paragraph. You must incorporate this plan and schedule into any inspection plan required by the state RCRA permit. (40 C.F.R. § 264.1088).

III.D.4 You must repair each defect detected during an inspection performed in accordance with Condition III.D.3.i, according to requirements specified in 40 C.F.R. § 264.1084(k) and 40 C.F.R. § 264.1087(c)(7).

III.E RECORDKEEPING AND REPORTING REQUIREMENTS

III.E.1 You must prepare and maintain records for Shredder #1 and the bottom container in the same manner as required for tanks under 40 C.F.R. § 264.1089, including but not limited to 40 C.F.R. § 264.1089(a), (b)(1) and (2)(iv). You must prepare and maintain records for the enclosure room (functioning as an enclosure as described in 40 C.F.R. § 264.1084(i)), the closed vent system, and the carbon adsorption system described in this Section III in the manner described in 40 C.F.R. § 264.1089, including 40 C.F.R. § 264.1089(a), (b)(2)(iv), and (e).

III.E.2 You must comply with all reporting requirements for the carbon adsorption system under 40 C.F.R. § 264.1090(c) and (d). Such reports must be sent to the EPA (at the address specified in Condition I.G). You must also report to the EPA (at the address specified in Condition I.G) each occurrence when hazardous waste is managed in Shredder #1 or in the enclosure room in noncompliance with the conditions specified in Section III.D of this permit, in the manner specified in 40 C.F.R. § 264.1090(b).



EPA

ACKNOWLEDGEMENT OF NOTIFICATION
OF HAZARDOUS WASTE ACTIVITY

This is to acknowledge that you have filed a Notification of Hazardous Waste Activity for the installation located at the address shown in the box below to comply with Section 3010 of the Resource Conservation and Recovery Act *(RCRA)*. Your EPA Identification Number for that installation appears in the box below. The EPA Identification Number must be included on all shipping manifests for transporting hazardous wastes; on all Annual Reports that generators of hazardous waste, and owners and operators of hazardous waste treatment, storage and disposal facilities must file with EPA; on all applications for a Federal Hazardous Waste Permit; and other hazardous waste management reports and documents required under Subtitle C of RCRA.

EPA I.D. NUMBER → OHD083377010 REACKNOWLEDGEMENT

ENVIRONMENTAL ENTERPRISES INCORPORA
10147 SPRINGFIELD PIKE
CINCINNATI Oh 45215

INSTALLATION ADDRESS →

4650 SPRING GROVE AVE
CINCINNATI OH 45232

EPA Form 8700-12A (4-80)

Ohio Environmental Protection Agency

John R. Kasich, Governor
Mary Taylor, Lt. Governor
Craig W. Butler, Director

August 28, 2020

Daniel J. McCabe
Environmental Enterprises, Inc.
4650 Spring Grove Ave.
Cincinnati, Ohio 45232

Re: Environmental Enterprises, Inc.
Permit - Intermediate
Correspondence
RCRA C - Hazardous Waste
Hamilton County
OHD083377010

Subject: Renewed Ohio Hazardous Waste Facility Installation and Operation Permit

Dear Mr. McCabe:

On August 27, 2020, Ohio EPA renewed the Ohio Hazardous Waste Facility Installation and Operation Permit (Permit) for Environmental Enterprises, Inc. (EEI). The Permit became effective on August 27, 2020, and will expire ten (10) years from this effective date.

You are hereby notified that this action of the Director of Ohio EPA (Director) is final and may be appealed to the Environmental Review Appeals Commission pursuant to Section 3745.04 of the Ohio Revised Code. The appeal must be in writing and set forth the action complained of and the grounds upon which the appeal is based. The appeal must be filed with the Commission within thirty (30) days after notice of the Director's action. The appeal must be accompanied by a filing fee of $70.00 made payable to "Treasurer, State of Ohio." The Commission, in its discretion, may reduce the fee if by affidavit it is demonstrated that payment of the full amount of the fee would cause extreme hardship. Notice of the filing of the appeal shall be filed with the Director within three (3) days of filing with the Commission. Ohio EPA requests that a copy of the appeal be served upon the Ohio Attorney General's Office, Environmental Enforcement Section. An appeal may be filed with the Environmental Review Appeals Commission at the following address:

Environmental Review Appeals Commission
30 East Broad St., 4th Floor
Columbus, Ohio 43215

Central Office • 50 W. Town St. • Suite 700 • P.O. Box 1049 • Columbus, OH 43216-1049
www.epa.ohio.gov • (614) 644-3020 • (614) 644-3184(fax)

Environmental Enterprises, Inc.
Page 2

The record related to this action can be retrieved from the Agency's eDocument Search web site: http://edocpub.epa.ohio.gov/publicportal/edochome.aspx. Click **Show Advanced** and then search under the document type of **Permit – Intermediate.** Refine the search using the facility's RCRA ID number (Secondary ID) which is noted in the RE: block above.

If you have any questions concerning compliance, please contact Jeff Smith of Ohio EPA's Southwest District Office at (937) 285-6070.

Sincerely,

Halee Smith, Environmental Specialist 2
Division of Environmental Response and Revitalization.

cc: Brad Mitchell, DERR, CO
Halee Smith, DERR, CO
Jeff Smith, DERR, SWDO
George Strobel, DERR, SWDO
Randy Kirkland, DERR, SWDO
Heather Lauer, PIC
Sarah Miles, Legal

ENVIRONMENTAL ENTERPRISES, INC.
PERMITTED WASTE CODES

D001	F009	P027	P099	U019	U074	U128	U182	U247
D002	F010	P028	P101	U020	U075	U129	U183	U248
D003	F011	P029	P102	U021	U076	U130	U184	U249
D004	F012	P030	P104	U022	U077	U131	U185	U271
D005	F019	P031	P105	U023	U078	U132	U186	U278
D006	F027	P033	P106	U024	U079	U133	U187	U279
D007	F032	P034		U025	U080	U134	U188	U280
D008	F034	P037	P108	U026	U081	U135	U189	U328
D009	F035	P039	P109	U027	U082	U136	U190	U353
D010		P040	P111	U028	U083	U137	U191	U359
D011	K002	P041	P112	U029	U084	U138	U192	U364
D012	K003	P042	P113	U030	U085	U140	U193	U367
D013	K004	P043	P115	U031	U086	U141	U194	U372
D014	K005	P044	P116	U032	U087	U142	U196	U373
D015	K006	P045	P118	U033	U088	U143	U197	U387
D016	K007	P046	P119	U034	U089	U144	U200	U389
D017	K008	P047	P120	U035	U090	U145	U201	U394
D018	K022	P048	P121	U036	U091	U146	U202	U395
D019	K061	P049	P122	U037	U092	U147	U203	U404
D020	K062	P050	P123	U038	U093	U148	U204	U409
D021	K069	P051	P127	U039	U094	U149	U205	U410
D022	K071	P054	P128	U041	U095	U150	U206	U411
D023	K086	P056	P185	U042	U096	U151	U207	
D024	K106	P057	P188	U043	U097	U152	U208	
D025	K156	P058	P189	U044	U098	U153	U209	
D026	K157	P059	P190	U045	U099	U154	U210	
D027	K158	P060	P191	U046	U101	U155	U211	
D028	K159	P066	P192	U047	U102	U156	U213	
D029	K161	P067	P194	U048	U103	U157	U214	
D030		P068	P198	U049	U105	U158	U215	
D031	P001	P069	P202	U050	U106	U159	U216	
D032	P002	P070	P203	U051	U107	U160	U217	
D033	P003	P071	P204	U052	U108	U161	U218	
D034	P004	P073	P205	U053	U109	U162	U219	
D035	P005	P074		U055	U110	U163	U220	
D036	P006	P075	U001	U056	U111	U164	U221	
D037	P007	P076	U002	U057	U112	U165	U222	
D038	P008	P077	U003	U058	U113	U166	U223	
D039	P010	P078	U004	U059	U114	U167	U225	
D040	P011	P081	U005	U060	U115	U168	U226	
D041	P012	P082	U006	U061	U116	U169	U227	
D042	P013	P084	U007	U062	U117	U170	U228	
D043	P014	P085	U008	U063	U118	U171	U234	
	P015	P087	U009	U064	U119	U172	U235	
F001	P016	P088	U010	U066	U120	U173	U236	
F002	P017	P089	U011	U067	U121	U174	U237	
F003	P018	P092	U012	U068	U122	U176	U238	
F004	P020	P093	U014	U069	U123	U177	U239	
F005	P021	P094	U015	U070	U124	U178	U240	
F006	P022	P095	U016	U071	U125	U179	U243	
F007	P023	P097	U017	U072	U126	U180	U244	
F008	P024	P098	U018	U073	U127	U181	U246	

October 2024 Updated
August 2015 Updated

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

REPLY TO THE ATTENTION OF:

JUN 11 2018

Mr. Daniel McCabe, President
Environmental Enterprises Inc.
4650 Spring Grove Road
Cincinnati, Ohio 45232

Re: Final Federal TSCA PCB Commercial Storage Approval,
Environmental Enterprises Inc.
Cincinnati, Ohio
OHD 083 377 010

Dear Mr. McCabe:

Enclosed is the final federal Toxic Substances Control Act (TSCA) polychlorinated biphenyls (PCBs) commercial storage approval for Environmental Enterprises Inc.'s facility located at 4650 Spring Grove Road, Cincinnati, Ohio 45232. The approval is a renewal of a PCB commercial storage approval issued pursuant to 40 C.F.R § 761.65.

On March 30, 2018, the U.S. Environmental Protection Agency issued the draft federal TSCA approval for public comment. The draft Federal TSCA approval was publicly noticed in "The Cincinnati Enquirer" on March 30, 2018. A copy of the draft federal TSCA approval was available for review at the Public Library of Cincinnati & Hamilton County, Northside Branch, 4219 Hamilton Ave., Cincinnati, Ohio 45223 and on the EPA website. The public comment period extended from March 30, 2018 to May 1, 2018 and EPA received no comments or meeting requests on the draft approval. As a result, EPA is now issuing Environmental Enterprises Inc. a final TSCA approval.

This approval may be withdrawn, or further conditions may be added to it at any time, if EPA has reason to believe that operation of the storage facility represents an unreasonable risk of injury to human health or the environment. Withdrawal of this authorization or the imposition of further conditions may also result from future EPA rulemaking or development of guidance with respect to PCBs. Moreover, violation of any conditions included as part of this authorization may subject Environmental Enterprises Inc. to an enforcement action and/or the termination of this approval.

Recycled/Recyclable ® Printed with Vegetable Oil Based Inks on 100% Recycled Paper (100% Post Consumer)

It is the responsibility of you and your company, Environmental Enterprises Inc., to ensure that all applicable provisions of TSCA and the federal PCB regulations are followed. Violation of any of the applicable provisions may be cause for rescission of this approval. Furthermore, this approval does not relieve Environmental Enterprises Inc. of the responsibility to comply with all other Federal, State and local regulations and ordinances for transportation, siting, operation and maintenance of its facility.

EPA reserves the right for its authorized representatives to observe Environmental Enterprises Inc. storage activities and inspect records that the facility is required to maintain under the federal PCB regulations and this approval, during normal operation and at other reasonable times.

If you have questions concerning the final federal TSCA approval, please contact Jae Lee, of my staff, at (312) 886-3781.

Sincerely,

Michael D. Harris

Michael D. Harris
Acting Division Director
Land and Chemicals Division

Enclosures

cc: Bradley Mitchell, Ohio EPA

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

In the Matter of:	)	
	)	
Environmental Enterprises Inc.	)	**Approval to Commercially Store**
4650 Spring Grove Avenue	)	**Polychlorinated Biphenyls (PCBs) Wastes**
Cincinnati, Ohio 45232	)	**Pursuant to 40 C.F.R. § 761.65(d)**
OHD 083 377 010	)	
	)	

AUTHORITY

This Approval to Commercially Store Polychlorinated Biphenyls (PCBs) Waste is issued pursuant to section 6(e)(1) of the Toxic Substances Control Act (TSCA), 15 United States Code (U.S.C.) § 2605(e)(1), and 40 Code of Federal Regulations (C.F.R.) Part 761 (Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions (PCB Regulation)).

BACKGROUND

Section 6(e)(1)(A) of TSCA, 15 U.S.C. § 2605(e)(1)(A), requires that the United States Environmental Protection Agency (EPA) promulgate rules for the disposal of PCBs. Rules implementing TSCA section 6(e) were published in the May 31, 1979, Federal Register (44 Fed. Reg. 31,542) and recodified in the May 6, 1982, Federal Register (47 Fed. Reg. 19,527). Those rules also regulated the storage of PCB waste prior to disposal under the TSCA section 6(e)(1) disposal authority for PCBs. Amendments to those rules were published in the December 21, 1989, Federal Register (54 Fed. Reg. 52,746).

Environmental Enterprises Inc. (EEI) is applying for permission from EPA Region 5 to renew an existing EPA Approval, issued pursuant to 40 C.F.R. § 761.65(d) to commercially store PCBs and PCB items with concentrations greater than 50 parts per million (ppm) at their facility in Cincinnati, Ohio. The PCBs and PCB Items that will be stored include capacitors, ballasts, oil, contaminated soils, debris, paint solvents, and transformers. EEI operates as a commercial storage facility.

On September 21, 1995, EPA issued an Approval to Commercially Store PCBs wastes to EEI with a ten-year expiration date. On September 30, 2005, EEI submitted a notice of intent to continue the approval to store PCBs wastes. On March 20, 2012, EPA sent a letter to EEI confirming receipt of the notice of intent to continue storing PCBs wastes and requested EEI to submit an updated Application. EPA also confirmed that EEI could continue operating as a PCB commercial storage facility beyond the expiration date of the approval until EPA completed its

review of the submitted information and made a final determination regarding whether the approval was to be renewed. On August 1, 2012, EEI submitted a draft Application, and on September 6, 2013, EEI submitted a final Application. After a technical adequacy review of the updated Application, the EPA sent a Notice of Deficiencies (NOD) on May 25, 2017, notifying EEI of deficiencies in the Application. In response to the NOD, the facility submitted revised pages of the Application and additional information on June 22, 2017. After further technical review of the revised Application and the subsequent information submitted in support of the Application, EPA has determined that the final revised Application is in compliance with the regulatory requirements, outlined at 40 C.F.R. § 761.65, Storage for Disposal. The updated June 22, 2017 Application from EEI is the basis for this Approval.

APPLICABLE REGULATIONS

This Approval is developed in accordance with the applicable requirements of the PCB Regulations. The rules applicable to the storage for disposal of PCBs at concentrations of 50 ppm or greater and PCB Items with PCB concentrations of 50 ppm or greater are codified at 40 C.F.R. §§ 761.65 (Storage for disposal) and 761.180 (Records and monitoring). Such rules require, among other things, that commercial storers of PCB waste, storing regulated PCB containing material in quantities greater than 500 gallons, obtain a written approval issued by the Regional Administrator for the region in which the storage facility is located. *See* 40 C.F.R. §§ 761.3 and 761.65(d). On July 28, 2014, this authority of the Regional Administrator was delegated to the Director, Land and Chemicals Division, EPA Region 5.

DEFINITIONS

All the terms and abbreviations used in this Approval shall have the meanings as defined in 40 C.F.R. § 761.3 unless the context clearly indicates otherwise or unless the term is defined below for the purposes of this Approval.

"Approval" means EPA's initial approval of the EEI's Application, and any subsequent EPA approved written modifications thereto.

"Application" and "EEI's Application" mean EEI's Application dated June 22, 2017, and any subsequent EEI's Application that EPA approves in writing as a modification to this Approval.

"Delegate" means the Director, Land and Chemicals Division, EPA Region 5.

"Director" means the Director, Land and Chemicals Division, EPA Region 5.

"Electrical equipment" means assembled or disassembled transformers, capacitors, circuit breakers, switches, bushings, voltage regulators and reclosers.

"Environmental Enterprises Inc." or "EEI" means Environmental Enterprises Inc., the company which owns and operates a PCB commercial storage facility located at 4650 Spring Grove Avenue, Cincinnati, Ohio, and which is approved to commercially store PCB waste under this Approval.

"Environmental Enterprises Inc. Facility", "EEI Facility" and "Facility" mean the PCB commercial storage facility located at 4650 Spring Grove Avenue, Cincinnati, Ohio.

"EPA" means EPA Region 5.

"PCB Items" means any PCB article, PCB article container, PCB container or PCB equipment, as each term is defined at 40 C.F.R. § 761.3.

"PCB Waste(s)" means those PCBs and PCB Items that are subject to the disposal requirements of 40 C.F.R. Part 761 Subpart D.

"Regional Administrator" means the Regional Administrator, EPA Region 5.

APPROVAL

EEI submitted an Application to EPA to commercially store PCBs and PCB Items for disposal at the EEI Facility, 4650 Spring Grove Avenue, Cincinnati, Ohio. Upon review of EEI's Application dated June 22, 2017, EPA has determined that all the requirements set forth in 40 C.F.R. § 761.65(d)(2)(i)-(vii) have been met. Specifically, the Application indicates that EEI's operations, storage facility, employee qualifications, closure plans, and financial plans for closure satisfy regulatory requirements. EPA approves EEI's Application to commercially store PCBs and PCB Items for disposal at the EEI Facility.

This Approval shall become effective the date the Regional Administrator or his or her delegate signs the Approval and shall expire 10 years from such date, unless suspended, revoked or terminated in accordance with the Approval's provisions, or otherwise authorized under applicable law.

This Approval does not relieve EEI from compliance with all applicable federal, state, and local regulatory requirements, including the federal PCB Regulations at 40 C.F.R. Part 761.

Michael D. Harris Date: 6/08/2018

Michael D. Harris
Acting Division Director
Land and Chemicals Division
U.S. Environmental Protection Agency
Region 5



Environmental Enterprises Inc.
Cincinnati, Ohio

INDEX

PAGE

Authority..... 1
Background..... 1
Applicable Regulations..... 2
Definitions..... 2
Approval..... 4
Index..... 5

APPROVAL CONDITIONS

I. Standard Conditions

A. Effect of Approval..... 7
B. Approval Suspension/Revocation..... 7
C. Approval Compliance..... 7
D. Severability..... 8
E. Approval Renewal..... 8
F. Approval Expiration..... 8
G. Approval Modification..... 8
H. Entry and Inspection..... 9
I. Change in Ownership..... 9
J. Inapplicability of Paperwork Reduction Act..... 10

II. General Facility Conditions

A. Operation of Facility..... 11
B. Sampling/Analysis..... 11
C. Security..... 11
D. Personnel Training..... 11
E. Health and Safety..... 11
F. Spills..... 12
G. Location Standard..... 12
H. Emergency Procedures..... 12
I. Recordkeeping and Reporting..... 13
J. Closure and Financial Requirements..... 13

III. PCB Storage Management

A. Storage Area..... 15
B. Design Requirements of Storage Area..... 15
C. Maximum PCB Storage..... 15
D. Containers..... 16
E. Aisle Space Requirement..... 16
F. Pallet Use and Drum Layer Limit..... 16
G. Management of PCB Items..... 17
H. Inspection Requirement..... 17
I. Routine Sampling Requirement..... 17

I. STANDARD CONDITIONS

A. Effect of Approval

EEI may store PCBs and PCB Items in accordance with these Approval Conditions and the federal PCB Regulations at 40 C.F.R. Part 761. Any storage of PCBs or PCB items not authorized in this Approval is prohibited.

Issuance of this Approval does not convey property rights of any part or any exclusive privilege, nor does it authorize any injury to persons such as EEI's employees, agents or contractors, any property damage, any invasion of other private rights or any infringement of state or local laws or regulations.

Compliance with these Approval Conditions does not establish a defense to any other law that provides protection from any unreasonable risk to public health and the environment, including the federal PCB Regulations at 40 C.F.R. Part 761.

This Approval does not relieve EEI from compliance with all applicable federal, state and local regulatory requirements, including the federal PCB Regulations at 40 C.F.R. Part 761.

B. Approval Suspension/Revocation

Departure from these Approval Conditions, the approved Application or approved modification(s) to this Approval, the federal PCB Regulations, or any other applicable federal, state, or local requirement without a prior written approval by EPA may result in the immediate suspension of this Approval or the commencement of proceedings to revoke this Approval and/or any other appropriate enforcement actions under any or all applicable statutes and regulations.

This Approval may be suspended or revoked at any time by EPA once the Director determines that the continued operation of EEI presents an unreasonable risk to human health or the environment.

C. Approval Compliance

EEI must comply and operate the Facility in accordance with section 6(e) of TSCA, 15 U.S.C § 2605(e), and the PCB Regulations, including the requirements of the PCB Spill Cleanup Policy codified at 40 C.F.R. Part 761, Subpart G.

This Approval is based on the facts, representations, and certifications made by EEI in its Application dated June 27, 2017 (incorporated herein by reference). In the event that these Approval Conditions are inconsistent with the final approved Application, EEI must abide by

the Approval Conditions stated herein.

D. Severability

The provisions of this Approval are severable, and if any provision of this Approval or if the Application of any provision of this Approval is held invalid, the remainder of this Approval shall not be affected thereby.

E. Approval Renewal

To continue the commercial storage of PCBs and PCB Items granted by this Approval after the expiration date of this Approval, EEI must notify EPA by written notice of intention to continue the Approval at least 180 days, but not more than 270 days prior to the expiration date of this Approval.

The EPA may require EEI to submit additional information in connection with the renewal of this Approval. EPA shall review the submitted information and determine if this Approval is to be renewed.

F. Approval Expiration

This Approval shall expire 10 (ten) years from the date of issuance of this Approval. This Approval and its conditions herein will remain in effect beyond the Approval expiration date if EEI has submitted a timely, complete and adequate notice of intent to continue the Approval and, through no fault of EEI, the Regional Administrator or his or her designee has not issued an Approval renewal.

G. Approval Modification

EEI must notify EPA in writing of any intended modification of this Approval or EEI's final approved Application. A major modification is defined as any change to the storage areas, the maximum PCB storage inventory, the closure plan, closure cost estimates, the financial plan for closure, or any other changes which affect overall performance or environmental impact. A major modification to this Approval or the final Application shall be modified only upon the written approval of the Regional Administrator or his or her designee.

A minor modification is defined as administrative and informational changes, correction to typographical errors, changes to conform to agency guidance or regulations, or any other change which does not affect overall performance or environmental inipact. A minor modification to this Approval or the final Application shall be modified upon the written concurrence of the Chief of the RCRA Branch of EPA Region 5.

H. Entry and Inspection

EEI must allow EPA-authorized representative(s) to, at reasonable times:

1. Inspect EEI's property to determine compliance with this Approval or the federal PCB Regulations;

2. Inspect any records that must be kept relative to this Approval or the federal PCB Regulations;

3. Take sample(s) for the purpose of assessing this Approval or the federal PCB Regulations; and

4. Inspect EEI's activities relative to this Approval or the federal PCB Regulations.

I. Change in Ownership

EPA will recognize the transfer of this Approval to a new owner/operator if all of the following conditions are met by the date of transfer:

1. The transferee demonstrates it has established financial assurance for closure of the facility pursuant to 40 C.F.R. § 761.65(g) using a mechanism effective as of the date of transfer so that there will be no lapse in financial assurance for closure of the transferred facility.

2. The transferee submits a new and complete Application for final storage approval, including all of the elements listed in 40 C.F.R. § 761.65(d), and the transferee has resolved any deficiencies (e.g. technical operations, closure plans, cost estimates, etc.) that EPA identifies in its Application.

3. The transferee submits a signed and notarized affidavit which states that the transferee shall comply with all the terms and conditions of this Approval.

   Failure by EEI or the transferee to comply with any of the provisions of this condition shall render this Approval null and void.

J. Inapplicability of Paperwork Reduction Act

Any and all information required to be maintained or submitted pursuant to this Approval is not subject to the Paperwork Reduction Act of 1980, 44 U.S.C. §§ 3501-3520, because it is information collected by EPA from a specific individual or entity for the purpose of assuring compliance with this Approval.

II. GENERAL FACILITY CONDITIONS

A. Operation of Facility

EEI must maintain and operate the facility to prevent fire, explosion, or releases of PCBs to air, soil, ground water or surface water.

B. Sampling/Analysis

During any sampling or analysis of PCBs at the EEI Facility, EEI must follow the procedures described in their Application or the EPA Field Manual for "Grid Sampling of PCB Sampling of PCB Spill Sites to Verify Cleanup" or 40 C.F.R. § 761 Subparts N, O, and/or P, as applicable.

PCB levels for liquid and non-liquid samples must be reported as total PCBs calculated by comparison to the relevant Aroclor standards.

C. Security

EEI must maintain the security system defined in their Application and ensure that the warehouse containing the PCB storage area is locked when the facility is closed or unmanned to restrict public access without an escort by EEI's personnel.

D. Personnel Training

1. EEI must ensure through documented training, that personnel, who are directly involved with handling PCBs and PCB items, are familiar with the requirements of this approval, and the regulatory requirements under 40 C.F.R. Part 761.

2. Training for new employees involved with the managing PCBs shall be completed within 30 days of employment.

E. Health and Safety

EEI's employees working in the PCB commercial storage area shall wear or use protective clothing or equipment to protect against dermal contact or inhalation of PCBs or materials containing PCBs, as described in Section F-4 of their Application.

EEI must ensure compliance with the applicable health and safety standards, as required by federal, state and local regulations and ordinances.

F. Spills

1. If in the course of operation, there is a spill or release of one pound or more of pure PCBs (a reportable quantity (RQ) as defined under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 40 C.F.R. Part 302, Designation Reportable Quantities and Notification), EEI must notify the National Response Center at (800) 424-8802, and EPA, Region 5, PCB Coordinator. Releases or spills of PCBs below the RQ which pose a potential for significant exposure to humans, animals, or the environment, must be reported to EPA, Region 5, PCB Coordinator, or the Emergency Response Section at (312) 353-2318.

2. A written summary report about this incident must be submitted to EPA within five business days following the incident. When EPA requests a detailed report on the incident, this report must be submitted to EPA within 15 business days following the request. The detailed report must include, but not be limited to, a description of the spill, cleanup activities, and changes in the EEI's operations to prevent such spills in the future (including any intended modifications to this Approval).

3. Cleanup of PCB spills must begin immediately pursuant to 40 C.F.R. Part 761, Subpart G, PCB Spill Cleanup Policy, or 40 C.F.R. § 761.61, PCB Remediation Waste, as applicable. The cleanup standards in the PCB Spill Cleanup Policy may only be applied for spills of PCBs that are less than 72 hours old.

4. Any debris or solid wastes generated as a result of clean up or decontamination of a PCB spill or release must be disposed of in a facility approved to dispose of PCBs under 40 C.F.R. § 761.60 or 761.61, as applicable.

G. Location Standard

EEI must notify EPA, Region 5, PCB Coordinator immediately upon discovery that the site has been re-designated as being in a 100-year flood plain.

H. Emergency Procedures

EEI must, without delay, implement the appropriate measures, as described in EEI's Procedure to Prevent Hazards and Contingency Plan included in the approved Application, whenever there is a fire or any PCB related emergency which could threaten human health or the environment. This plan must be maintained at the facility. The local police and fire departments, hospital and state and local emergency response teams must be informed of facility operations and emergency response plans submitted to these entities as required by them. In such an emergency, EEI must notify the EPA Region 5 PCB Coordinator and the Emergency Response Section at (312) 353-2318.

This plan must be immediately amended by EEI upon any plan failure in an emergency, change of emergency equipment, change within the facility or with personnel, or any request by EPA Region 5, RCRA/TSCA Programs Section, and promptly submitted to the EPA Region 5, RCRA/TSCA Programs Section.

I. Recordkeeping and Reporting

1. All reports and other information requested by EPA must be signed by the facility manager.

2. EEI must maintain the records of daily storage inspections and routine sampling, as specified in Condition III.H and I of this Approval, and these records must be made available to EPA upon request.

3. EEI must retain all records required by this Approval and the federal PCB Regulations at 40 C.F.R. Part 761 during the course of any unresolved enforcement action regarding the facility or upon request by the Regional Administrator or his or her designee, notwithstanding any other provision of this Approval or the federal PCB Regulations at 40 C.F.R. Part 761.

4. EEI shall maintain records and submit annual reports to EPA as required by the PCB Regulations at 40 C.F.R. § 761.180(b). Annual document logs and reports shall be maintained at the facility for at least 3 years after the facility is no longer used for the storage of PCBs and PCB Items.

J. Closure and Financial Requirements

1. EEI must maintain a closure plan and financial assurance for closure, in accordance with 40 C.F.R. § 761.65(e), (f) and (g), respectively. The facility has filed with the Regional Administrator a closure plan and financial assurance for closure in compliance with the regulatory requirements.

2. When the Regional Administrator or his or her designee approves a modification to the facility's closure plan and that modification increases the cost of closure, EEI must revise the closure cost estimate and the financial assurance mechanism, if applicable, no later than 30 days after the modification is approved.

3. During the active life of the PCB storage operations, EEI must annually adjust the closure cost estimate for inflation and for changes beyond control of EEI which may affect disposal costs.

4. EEI must submit proof of financial assurance for closure to EPA annually. If EPA determines that the amount of financial assurance is inadequate to ensure that the storage of PCBs and PCB Items does not present an unreasonable risk of injury to health or the environment from PCBs, EEI must obtain additional financial assurance funding. Failure to do so will result in termination of EEI's authority to commercially store PCBs and may subject EEI to civil or criminal penalties under TSCA.

5. EEI shall notify EPA Regional Administrator in writing at least 60 days prior to the date on which closure of the PCB storage is expected to begin in accordance with 40 C.F.R. § 761.65(e)(6)(i). EPA may request a copy of a final closure plan from EEI at this time and may require modifications to the closure plan.

III. PCB STORAGE MANAGEMENT

A. Storage Area

All PCBs and PCB Items must be stored in the approved storage areas, as identified below in Condition III.C and in the curbed and lined area of the EEI Facility as specified in the final approved Application.

B. Design Requirements of Storage Area

The PCB storage area must be maintained in accordance with 40 C.F.R. § 761.65(b)(1) and the final approved Application.

C. Maximum PCB Storage

1. PCB Storage Area:

At any given time, EEI shall store no more than a combined total of 4,684 gallons of PCBs and PCB Items in the curbed PCB storage area identified in the approved Application and as indicated in the following table.

PCB Storage Area	Type of Waste	Maximum Volume
Curbed PCB Storage Area	• PCB Articles (transformers, capacitors, ballasts, and other PCB equipment) • PCB oil, PCB debris, and PCB contaminated soils, paint solvents contained in 55-gallon, 85-gallon, 110-gallon drums, pails, and/or totes	4,684 gallons
	Total:	4,684 gallons

EEI must maintain updated PCB inventories to ensure that the maximum PCB storage inventories, above, are not exceeded.

EEI must maintain the PCB storage area to ensure that any cracks or wearing of the epoxy sealant are repaired as needed.

2. Transfer/Transit Areas:

   EEI shall store PCB Items in vehicles in transportation related areas (such as a roadway or parking area) at the EEI Facility for no more than 10 days from the date of its receipt at EEI.

3. PCB Items must be labeled with the date they were removed from service for disposal. Alternatively, containers in which the PCB Items are consolidated (i.e. 55-gallon drums) may be labeled by EEI with the removal-from-service date provided the container is dated with the date the first contained item was removed from service. When containers are labeled in this manner, each individual PCB Item contained is considered to be covered by, and subject to, the date on the container.

D. Containers

PCB containers used by EEI for storage of PCB items, liquid PCBs, and non-liquid PCBs must be no greater than 375-gallon containers. The PCB containers stored in the PCB Storage Area must be in compliance with the requirements of 40 C.F.R. § 761.65(c)(6) or the Department of Transportation Hazardous Materials Regulations at 49 C.F.R. Parts 171-180.

The containers must be marked in the PCB storage areas and shipping/receiving areas so that the required information on the marks, including dates of receipt and dates removed from service for disposal, are clearly and entirely visible at all times.

E. Aisle Space Requirement

Aisle space within the PCB storage areas and within the shipping/receiving areas must be maintained at all times to allow the unobstructed movement of equipment which handles PCB items, personnel, fire protection equipment, spill control equipment and decontamination equipment.

F. Pallet Use and Drum Layer Limit

Pallets may be used to store PCB containers in the PCB storage areas. EEI may stack pallets of drums (55-gallon capacities) containing liquid or non-liquid PCBs. If drums containing PCBs are stacked, EEI shall not stack pallets of drums over two layers. In addition: 1) a pallet shall be used beneath each layer of drums, 2) a maximum of four drums will be stored on a pallet, and 3) the bottom pallet shall always contain four drums before the second level of drums and pallet are added. If any PCB containers are placed on a pallet, they shall be within the pallet edges.

G. Management of PCB Items

PCB containers and PCB articles at EEI must always be closed during storage, except when adding and removing their contents, and they must not be opened, handled or stored in a manner which may damage them or cause them to leak.
If any PCB container or PCB article is defective, EEI must immediately transfer the PCB waste in the container to another container that is properly marked and structurally sound.

H. Inspection Requirement

1. All PCB items and PCB containers in the PCB storage areas, shipping/receiving areas, and transfer/transit areas must be inspected for leaks at least once each day. Any leaking PCB item and its contents must be transferred immediately to properly marked non-leaking containers. Leaked or spilled materials must be instantly and properly cleaned up in accordance with Condition II.F.3 of this Approval, and the PCB contaminated materials must be adequately disposed of in accordance with 40 C.F.R. § 761.60 or 761.61, as applicable.

2. The integrity of the floor and curbing of the PCB storage area must be inspected daily.

3. The inspections conducted each day shall be recorded. Such inspections can be performed by visually, by video tapping, and/or by using monitoring device. The results of such inspections shall be recorded and stored at the site.

4. All safety equipment shall be inspected once per week.

I. Routine Sampling Requirement

EEI must monitor surface contamination outside the PCB storage area on a routine basis in accordance with the Sampling Plan of the Application. The frequency for routine wipe sampling is once per month.

RESPONSE SUMMARY

RESPONSE TO COMMENTS ON THE DRAFT TSCA APPROVAL FOR
Environmental Enterprises Inc., Cincinnati, Ohio
OHD 083 377 010

No comments were received by U.S. Environmental Protection Agency on the draft TSCA approval during the public comment period (from March 30, 2018 to May 1, 2018). Therefore, no conditions of the draft approval were changed in the final approval, with the exception of changes necessary to identify that the approval has been finalized.

Public Notice: Environmental Enterprises Inc.

This serves as a public notice for the Renewal of a PCB Commercial Storage Facility Approval for Environmental Enterprises Inc. located at 4650 Spring Grove Road, Cincinnati, Ohio.

On this page:

- Background
- Facility, Repository and Contact Information
- Important Dates
- Supporting Documents
- Comments

Background

Environmental Enterprises Inc. (EEI) would be allowed to continue operating as a commercial polychlorinated biphenyl (PCB) storage facility under the Toxic Substances Control Act (TSCA) if an approval renewal is granted from the U.S. Environmental Protection Agency (EPA).

EEI operates as a commercial storage facility. EEI only stores PCB wastes. EEI does not treat PCB waste at the site. PCB wastes are shipped off-site as received. EPA issued a PCB commercial storage approval to EEI on September 21, 1995, with a 10-year expiration date. EEI sent a letter to EPA with a notice of intent to continue operating as a PCB commercial storage facility along with an updated application. EPA allowed EEI to continue operating as a PCB commercial storer under their current approval until the revised application could be reviewed and a new approval issued.

The EPA Approval would allow EEI to continue storing up to 4,684 gallons of PCBs in Articles (transformers, capacitors, ballasts, and other PCB equipment); PCB article containers; and PCB oil, PCB debris, and PCB contaminated soils, paint solvents contained in 55-gallon drums or equivalent at their facility in Cincinnati, Ohio. The quantity and types of PCBs to be stored at the facility are the same as in the current approval.

EPA has determined the company has shown the operation does not present a risk to human health or the environment. The approval outlines specific conditions under which EEI must operate the facility.

EPA is taking comments from the public on the proposed approval for EEI located at 4650 Spring Grove Road, Cincinnati, Ohio. The draft PCB commercial storage approval is open for public comment from March 30 to May 1, 2018. Copies of the draft PCB commercial storage

approval and supporting documents (i.e., EEI application) are located at the Public Library of Cincinnati & Hamilton County, Northside Branch, 4219 Hamilton Ave., Cincinnati, Ohio 45223. Comments are being accepted on the draft approval. Before a final decision is made, EPA will review and respond to any and all comments from the public on the proposed approval for EEI located at 4650 Spring Grove Road, Cincinnati, Ohio. You may request that EPA hold a public hearing about this approval. At a hearing, you will have an opportunity to submit written comments, ask questions, make statements, and otherwise discuss any concerns about the approval with EPA staff. If a public hearing is to be held, EPA will make a separate announcement of the date, time, and location of that hearing/meeting, thirty (30) days in advance.

Top of Page

Facility, Repository and Contact Information

General Facility Information

City:	Cincinnati
State:	Ohio
County:	Hamilton
EPA ID #:	OHD 083 377 010
Alias(es):	N/A

Repository Information

Name:	Public Library of Cincinnati & Hamilton County Northside Branch

Street Address:	4219 Hamilton Ave. Cincinnati, Ohio 45223
City/State:	Cincinnati, Ohio
Opening Hours:	Noon- 8:00 PM (Monday and Tuesday) Noon- 6:00 PM (Wednesday and Thursday) 10:00 AM – 6:00 PM (Friday and Saturday) Closed (Sunday)

Contact Information

EPA Public Affairs Specialist:
Rafael P. Gonzalez
Gonzalez.rafaelp@epa.gov
800-621-8431, Ext. 60269
8:30 a.m. – 4:30 p.m., weekdays

TSCA Project Manager:
Jae Lee
Lee.Jae@epa.gov
800-621-8431, Ext. 63781
8:30 a.m. – 4:30 p.m., weekdays

For other inquiries about this public notice, please contact us.

Top of Page

Important Dates

- March 30 to May 1, 2018 – Public Comment Period

Supporting Documents

- EPA 2018 Draft Approval to Commercially Store PCBs, 03/30/2018
- EEI Letter to EPA, Response to EPA Comments (Updated Application), 06/22/2017
- EPA Letter to EEI, Review of the draft Application for PCB Commercial Storage, 05/25/2017
- EEI's final Application for Commercial Storage of PCBs, 09/06/2013
- EPA's letter for Confirmation of Notice of Intent, 03/20/2012
- EEI's Letter to EPA, Notice of Intent to continue approval to store PCBs, 09/30/2005
- EPA 1995 Approval to Commercially Store PCBs, 09/21/1995

Top of Page

Comments

Please use the form below to send us comments or questions. Be sure to include your e-mail address if you'd like a response.

Name

Email Address

If you would like a response, please add your email address.

Comments (Required)

Administrative Record Index *(FINAL TSCA APPROVAL)*
Environmental Enterprises Inc., Cincinnati, Ohio
OHD 083 377 010

	Title	Date	Prepared by
1.	TSCA PCB Approval	September 21, 1995	EPA
2.	Notice of Intent for PCB Storage	September 30, 2005	EEI
3.	Confirmation of Notice of Intent	March 20, 2012	EPA
4.	Final PCB Storage Application	September 6, 2013	EEI
5.	EJ Information	May 2017	EPA
6.	NOD for the Application	May 25, 2017	EPA
7.	Updated Application	June 22, 2017	EEI
8.	Public Notice	March 2018	EPA
9.	Draft TSCA Approval	March 2018	EPA
10.	Final TSCA Approval	June 2018	EPA

EJ: Environmental Justice
EEI: Environmental Enterprises Inc.
EPA: United States Environmental Protection Agency
NOD: Notice of Deficiencies
PCB: Polychlorinated Biphenyls
TSCA: Toxic Substances Control Act

cincinnati.com ▮ FRIDAY, MARCH 30, 2018 ▮ 3A

Council OKs buyout; city manager says no

Black says he intends to stay despite mayor's request for package

Dan Hoyt
Cincinnati Enquirer
USA TODAY NETWORK

Cincinnati City Council approved a $174,000 buyout Thursday for City Manager Harry Black, but he's not taking it.

Black said he stands by his previous statements this week about staying on the job.

For at least the near future, he should be able to do just that. A majority of City Council members, including many of those who voted for the buyout Thursday, said they would like Black to stick around.

Council voted 7-1 in a special meeting to approve the buyout package, which amounts to eight months' pay, after Mayor John Cranley proposed the idea. But Cranley still doesn't have the five votes he needs to force Black to leave and to end the stalemate that has paralyzed City Hall for several weeks.

"I don't think much has changed," Councilman P.G. Sittenfeld said after the vote.

Sittenfeld and four other council members still oppose Cranley's efforts to get rid of Black and have refused to accept a more generous buyout negotiated by the mayor and city manager that would pay Black more than $400,000.

Several of those council members said Thursday they voted for the smaller buyout because that's what Black would receive under terms of his contract if he were fired. Anything more, they said, would be a waste of taxpayer dollars.

Cranley has said he wants Black out because some city employees have complained he behaves unprofessionally and has retaliated against those who disagree with him. Five employees have accused Black of retaliation in lawsuits.

The mayor has threatened to convene a public hearing to air employee grievances against Black if he doesn't voluntarily step down. He said he hopes such a hearing, which could take place within a few weeks, would compel council to act.

Cranley's opponents on council, however, said there is no evidence to suggest Black should be dismissed. They said Cranley created the current crisis at City Hall because he no longer gets along with Black.

"We have a professional city manager who's willing to put aside his issues for the best interests of the city," Councilman Wendell Young said. "There is a major distraction, and that is the mayor. This is totally caused by Mayor Cranley."

Cranley declined comment after the vote Thursday. Black also did not comment, but his spokesman said he stands by a statement he made to City Council on Wednesday about his intention to stay on the job.

"Being city manager is an honor and a privilege," Black said then. "I would very much like to continue in this capacity as long as my service is desired by this body."

The deal approved Thursday gives Black two weeks to take it or leave it. Since he'd get the same deal if fired, he has no financial incentive to do so.

He also still appears to have five council members in his corner: Young, Sittenfeld, Chris Seelbach, Greg Landsman and Tamaya Dennard.

Councilman Jeff Pastor, who had previously expressed support for the more generous buyout, voted against the smaller severance package Thursday.

Cranley asked Black to resign March 9 after the city manager ousted Assistant Police Chief Dave Bailey. Cranley, who previously had publicly praised the city manager, cited a pattern of unprofessional behavior, including a visit with subordinates to a strip club during a work trip in Denver two years ago.

Cranley offered Black two years' severance, but that fell apart without council support or Black's willingness to take it. Then came the $423,000 deal, but it's been troubled from the start, too, without council support.

On Wednesday, in a 5-4 vote, council rejected the $423,000 severance package.



Cincinnati City Manager Harry Black. LIZ DUFOUR/THE ENQUIRER

> "I would very much like to continue in this capacity as long as my service is desired by this body."
>
> Harry Black
> Cincinnati city manager

1000 WEB CARDS
printplace.com

THRU THE GORGE
New River Train Excursions
October 20, 21, 27, & 28, 2018
From, 30th Mile Long Grand Trip Thru Rare Excursion through the Majestic & Historic Grand Canyon of the East, The New River Gorge
Heritage: $179 • Premium: $279 • Dome: $339 • Silver: $550
866-639-7487
www.NewRiverTrain.com
WILD, WONDERFUL WEST VIRGINIA

EPA

U.S. EPA Invites Your Comments on a Proposed Renewal of a PCB Permit for Environmental Enterprises Inc.

Cincinnati, Ohio

Comment Period: March 30 – April 30, 2018

U.S. Environmental Protection Agency proposes to approve a request by Environmental Enterprises Inc. to renew its permit to operate as a commercial PCB storage facility under the federal Toxic Substances Control Act, or TSCA. The permit is for storage only of PCB waste received at the facility. The proposed permit renewal is for a period of 10 years. Environmental Enterprises, located at 4650 Spring Grove Road, Cincinnati, stores articles such as transformers, capacitors, ballasts, PCB oil, PCB-contaminated soil, and paint solvents in 55 gallon drums. The articles stored by EEI contain PCBs at regulated levels, which is greater than 50 parts per million. The material is stored until it can be shipped to an approved disposal facility.

U.S. EPA has determined the company has shown the operation does not present a risk to human health or the environment. The approval outlines specific conditions under which Environmental Enterprises Inc. must operate the facility. The public can comment on this draft approval from March 30 to April 1, 2018. Send your comments to U.S. EPA's Jae Lee at lee.Jae@epa.gov. Copies of the draft PCB commercial storage approval and supporting documents can be located at the Public Library of Cincinnati & Hamilton County, Northside Branch, or by sending comments to EPA's webpage at https://www.epa.gov/pcbs/forms/public-notice-trans-cycle-industries-ohio-llc.

U.S. EPA will review and respond to any comments from the public on the proposed approval for EEI. For questions, you may also contact TSCA Project Manager Jae Lee at 312-886-9317, 9 a.m. – 5:30 p.m., weekdays.

OhioEPA
State of Ohio Environmental Protection Agency

Southwest District

401 East Fifth Street
Dayton, Ohio 45402-2911

Ted Strickland, Governor
Lee Fisher, Lieutenant Governor
Chris Korleski, Director

CERTIFIED MAIL

February 11, 2008

Mr. Daniel McCabe, President
Environmental Enterprises, Inc.
4650 Spring Grove Avenue
Cincinnati, Ohio 45232

Re: Class 1A - Approval - Metals Recovery Operation
Hazardous Waste Permit Modification - Tracking Number 012208-1A-1
U.S. EPA ID OHD083377010/Ohio Permit 05-31-0466

Dear Mr. McCabe:

On January 22, 2008, Ohio EPA received a request for a Class 1A (Class 1 requiring prior approval) hazardous waste permit modification from Environmental Enterprises, Inc. This modification was assigned a Permit Information Tracking System (PITS) ID number of 012208-1A-1. With this letter, Ohio EPA approves the above referenced Class 1A modification submitted pursuant to Ohio Administrative Code (OAC) Rule 3745-50-51 and has updated our records accordingly.

FOR APPROVAL

The following modification has been made to your Ohio Hazardous Waste Facility Installation and Operation Permit application:

> A description has been added for a Metals Recovery operation in the former Boiler Room of the Annex portion of the facility, now being referred to as the Metal Recovery Room. This recycling process is exempt from RCRA regulation as a treatment unit subject to permitting authority. Activities associated with operation of this unit are subject to the rule requirements within OAC 3745-266-70. All wastes or materials treated in this unit will contain a recoverable amount of metal for reclamation.

Ohio EPA is an Equal Opportunity Employer

Mr. Daniel McCabe
February 11, 2008
Page 2

If you have any questions, please contact Tom Koch at the Ohio EPA Southwest District Office.

Sincerely,

Thomas A. Winston, P.E
District Chief,
Southwest District Office

cc: Dave Sholtis, DHWM/CO
Jeremy Carroll, Supervisor, Engineering Unit, DHWM/CO
Harold O'Connell Tom Koch, File, DHWM/SWDO

TAW/TEK/rlf

☐ CHECK IF CONFIDENTIAL INFORMATION INCLUDED IN APPLICATION	
OHIO ENVIRONMENTAL PROTECTION AGENCY Division of Hazardous Waste Management *Hazardous Waste Permit Modification Worksheet*	
PITS Tracking Number:	012208-1A-1
Facility Name:	Environmental Enterprises, Inc.
US EPA ID Number:	OHD083377010
Ohio ID Number:	05-31-0466
Date modification received by DHWM-CO (Day 0):	01-22-08
Description of change: Description and information for metals reclamation operation	
DO Reviewer: Tom Koch	
CO Co-Reviewer (*if applicable*):	
Modification Classification (*check one*):	**Classification Method (*check one*):**
☐ Class 1 self implementing	☒ Classification determined by Director
☒ Class 1A with Directors prior approval	☐ Listed in Appendix to OAC Rule 3745-50-51
☐ Class 2	Appendix Listing
☐ Class 3A	☐ Not listed in Appendix, submitted as Class 3 by facility
☐ Class 3B requiring siting criteria review	
For Class 2 Modifications	
Notice of later construction date ☐ Yes ☐ No ☐ Not Applicable	
If Yes, date of notice to the facility:	
Date facility may begin construction	
For Class 3B Modification	
☐ Yes ☐ No	Does the modification request meet the siting criteria requirements?*
	*Note that siting criteria reviews for Class 3B Modification requests are conducted jointly between the DO and Co-EU
☐ Yes ☐ No	Does the modification request meet the applicable rule requirements?**
	**See Administrative Checklists available on Haznet
Proposed action on this modification: ☐ Approval ☐ Denial (For signatory use the Directors Sign-off Sheet.)	
Comments:	

STATE OF OHIO
BOARD OF PHARMACY

LICENSE TO DISTRIBUTE DANGEROUS DRUGS

The entity named below is duly licensed, and is entitled to conduct business in the state of Ohio until June 30, 2025.

ENVIRONMENTAL ENTERPRISES, INC.

4650 SPRING GROVE AVENUE
CINCINNATI, OH 45232

License Number: 010888700

Wholesaler - Category 3

Expiration Date: June 30, 2025

CLASS: Wholesaler - Category 3
BUSINESS TYPE: WD - Waste Disposal

Responsible Person – Print, sign and keep license in a readily retrievable location at the address listed on this license.

Responsible Person Name (Print)	Signature of Responsible Person
Daniel J McCabe	

Any change of responsible person must be reported within ten days of the effective date of the appointment of the new responsible person via Service Request on your Ohio eLicense Dashboard - https://elicense.ohio.gov/oh_homepage.

State of Ohio Board of Pharmacy
77 South High Street, 17th Floor, Columbus, Ohio 43215
T: 614/466-4143 | F: 614/752-4836 | licensing@pharmacy.ohio.gov

Any change of information must be submitted within 30 days to:

Bureau of Testing & Registration
PO BOX 529
Reynoldsburg, Ohio 43068
614-752-7126
614-995-4206 (fax)
webfmtr@com.ohio.gov

Issued permits shall be kept on the premises at all times and shall be readily available for inspection by the fire code official.

Mike DeWine
Governor

State of Ohio
Department of Commerce
Division of State Fire Marshal

Sheryl Maxfield
Director

2025 Explosive Annual Renewal Permit

This permit was issued in accordance with Ohio Administrative Code(s) 1301:7-7-01(E)(1)(a) OFC 105.1.1.1.1 and 1301:7-7-56(A)(2) 5601.2

86.31.1015
ENVIRONMENTAL ENTERPRISES INC
4650 SPRING GROVE AVE
CINCINNATI, OH 45232

Expiration Date: 07/01/2025

Ohio Department of Commerce
Division of State Fire Marshal
Bureau of Testing & Registration
8895 E Main Street, PO Box 529
Reynoldsburg, Ohio 43068

ENVIRONMENTAL ENTERPRISES INC
4650 SPRING GROVE AVE
CINCINNATI, OH 45232

Ohio Environmental Protection Agency

Mike DeWine, Governor
Jon Husted, Lt. Governor
Laurie A. Stevenson, Director

10/21/2019

Certified Mail

No	TOXIC REVIEW
No	SYNTHETIC MINOR TO AVOID MAJOR NSR
No	CEMS
No	MACT/GACT
No	NSPS
No	NESHAPS
No	NETTING
No	MODELING SUBMITTED
No	SYNTHETIC MINOR TO AVOID TITLE V
No	FEDERALLY ENFORCABLE PTIO (FEPTIO)
No	SYNTHETIC MINOR TO AVOID MAJOR GHG

DANIEL MCCABE
ENVIRONMENTAL ENTERPRISES
10163 CINCINNATI-DAYTON RD
CINCINNATI, OH 45241

RE: FINAL AIR POLLUTION PERMIT-TO-INSTALL AND OPERATE
Facility ID: 1431072690
Permit Number: P0126514
Permit Type: Renewal
County: Hamilton

Dear Permit Holder:

Enclosed please find a final Ohio Environmental Protection Agency (EPA) Air Pollution Permit-to-Install and Operate (PTIO) which will allow you to install, modify, and/or operate the described emissions unit(s) in the manner indicated in the permit. Because this permit contains conditions and restrictions, please read it very carefully. In this letter you will find the information on the following topics:

- **How to appeal this permit**
- **How to save money, reduce pollution and reduce energy consumption**
- **How to give us feedback on your permitting experience**
- **How to get an electronic copy of your permit**
- **What should you do if you notice a spill or environmental emergency?**

How to appeal this permit

The issuance of this PTIO is a final action of the Director and may be appealed to the Environmental Review Appeals Commission pursuant to Section 3745.04 of the Ohio Revised Code. The appeal must be in writing and set forth the action complained of and the grounds upon which the appeal is based. The appeal must be filed with the Commission within thirty (30) days after notice of the Director's action. The appeal must be accompanied by a filing fee of $70.00, made payable to "Ohio Treasurer Robert Sprague," which the Commission, in its discretion, may reduce if by affidavit you demonstrate that payment of the full amount of the fee would cause extreme hardship. Notice of the filing of the appeal shall be filed with the Director within three (3) days of filing with the Commission. Ohio EPA requests that a copy of the appeal be served upon the Ohio Attorney General's Office, Environmental Enforcement Section. An appeal may be filed with the Environmental Review Appeals Commission at the following address:

Environmental Review Appeals Commission
30 East Broad Street, 4th Floor
Columbus, OH 43215

50 West Town Street - Suite 700 * P.O. Box 1049 * Columbus, OH 43216-1049
www.epa.ohio.gov - (614) 644-3020 - (614) 644-3184 (fax)

How to save money, reduce pollution and reduce energy consumption

The Ohio EPA is encouraging companies to investigate pollution prevention and energy conservation. Not only will this reduce pollution and energy consumption, but it can also save you money. If you would like to learn ways you can save money while protecting the environment, please contact our Office of Compliance Assistance and Pollution Prevention at (614) 644-3469. Additionally, all or a portion of the capital expenditures related to installing air pollution control equipment under this permit may be eligible for financing and State tax exemptions through the Ohio Air Quality Development Authority (OAQDA) under Ohio Revised Code Section 3706. For more information, see the OAQDA website: www.ohioairquality.org/clean_air

How to give us feedback on your permitting experience

Please complete a survey at www.epa.ohio.gov/survey.aspx and give us feedback on your permitting experience. We value your opinion.

How to get an electronic copy of your permit

This permit can be accessed electronically via the eBusiness Center: Air Services in Microsoft Word format or in Adobe PDF on the Division of Air Pollution Control (DAPC) Web page, www.epa.ohio.gov/dapc by clicking the "Search for Permits" link under the Permitting topic on the Programs tab.

What should you do if you notice a spill or environmental emergency?

Any spill or environmental emergency which may endanger human health or the environment should be reported to the Emergency Response 24-HOUR EMERGENCY SPILL HOTLINE toll-free at (800) 282-9378. Report non-emergency complaints to the appropriate district office or local air agency.

If you have any questions regarding your permit, please contact Southwest Ohio Air Quality Agency at (513)946-7777 or the Office of Compliance Assistance and Pollution Prevention at (614) 644-3469.

Sincerely,

Michael E. Hopkins, P.E.
Assistant Chief, Permitting Section, DAPC

cc: SWOAQA

Ohio Environmental Protection Agency

FINAL

Division of Air Pollution Control
Permit-to-Install and Operate
for
ENVIRONMENTAL ENTERPRISES

Facility ID:	1431072690
Permit Number:	P0126514
Permit Type:	Renewal
Issued:	10/21/2019
Effective:	10/21/2019
Expiration:	10/21/2029

Ohio Environmental Protection Agency

Division of Air Pollution Control
Permit-to-Install and Operate
for
ENVIRONMENTAL ENTERPRISES

Table of Contents

Authorization 1
A. Standard Terms and Conditions 3
1. What does this permit-to-install and operate ("PTIO") allow me to do? 4
2. Who is responsible for complying with this permit? 4
3. What records must I keep under this permit? 4
4. What are my permit fees and when do I pay them? 4
5. When does my PTIO expire, and when do I need to submit my renewal application? 4
6. What happens to this permit if my project is delayed or I do not install or modify my source? 5
7. What reports must I submit under this permit? 5
8. If I am required to obtain a Title V operating permit in the future, what happens to the operating provisions and PER obligations under this permit? 5
9. What are my obligations when I perform scheduled maintenance on air pollution control equipment? 5
10. Do I have to report malfunctions of emissions units or air pollution control equipment? If so, how must I report? 6
11. Can Ohio EPA or my local air agency inspect the facility where the emission unit(s) is/are located? 6
12. What happens if one or more emissions units operated under this permit is/are shut down permanently? 6
13. Can I transfer this permit to a new owner or operator? 7
14. Does compliance with this permit constitute compliance with OAC rule 3745-15-07, "air pollution nuisance"? 7
15. What happens if a portion of this permit is determined to be invalid? 7
B. Facility-Wide Terms and Conditions 8
C. Emissions Unit Terms and Conditions 10
1. P002, Non-Aerosol Shredder with Carbon Bed 11
2. P005, Non-Hazardous Waste Shredder 15
3. P006, Hazardous Waste Tank # 1 with Scrubber 18
4. P007, Hazardous Waste Tank # 2 with Scrubber 23
5. P013, Can Crusher #1 28
6. P015, Can Crusher #2 32
7. P901, Pugmill #1 35

Ohio Environmental Protection Agency

Final Permit-to-Install and Operate
ENVIRONMENTAL ENTERPRISES
Permit Number: P0126514
Facility ID: 1431072690
Effective Date: 10/21/2019

Authorization

Facility ID:	1431072690
Application Number(s):	A0063679
Permit Number:	P0126514
Permit Description:	PTIO renewal for P002-aerosol and non-aerosol shredder with carbon bed, P005-non-hazardous waste shredder, P006- hazardous waste tank#1 with scrubber and P007-hazardous waste tank#2 with scrubber. P013-Aerosol Can Crusher, P015-Aerosol Can Crusher and P901-Pugmill.
Permit Type:	Renewal
Permit Fee:	$0.00
Issue Date:	10/21/2019
Effective Date:	10/21/2019
Expiration Date:	10/21/2029
Permit Evaluation Report (PER) Annual Date:	July 1 - June 30, Due Aug 15

This document constitutes issuance to:

ENVIRONMENTAL ENTERPRISES
4650 SPRING GROVE
Cincinnati, OH 45232

of a Permit-to-Install and Operate for the emissions unit(s) identified on the following page.

Ohio Environmental Protection Agency (EPA) District Office or local air agency responsible for processing and administering your permit:

Southwest Ohio Air Quality Agency
250 William Howard Taft Rd.
Cincinnati, OH 45219
(513)946-7777

The above named entity is hereby granted this Permit-to-Install and Operate for the air contaminant source(s) (emissions unit(s)) listed in this section pursuant to Chapter 3745-31 of the Ohio Administrative Code. Issuance of this permit does not constitute expressed or implied approval or agreement that, if constructed or modified in accordance with the plans included in the application, the described emissions unit(s) will operate in compliance with applicable State and federal laws and regulations.

This permit is granted subject to the conditions attached hereto.

Ohio Environmental Protection Agency

Laurie A. Stevenson
Director

Ohio Environmental Protection Agency

Final Permit-to-Install and Operate
ENVIRONMENTAL ENTERPRISES
Permit Number: P0126514
Facility ID: 1431072690
Effective Date: 10/21/2019

Authorization (continued)

Permit Number: P0126514
Permit Description: PTIO renewal for P002-aerosol and non-aerosol shredder with carbon bed, P005- non-hazardous waste shredder, P006- hazardous waste tank#1 with scrubber and P007-hazardous waste tank#2 with scrubber. P013-Aerosol Can Crusher, P015-Aerosol Can Crusher and P901-Pugmill.

Permits for the following Emissions Unit(s) or groups of Emissions Units are in this document as indicated below:

Emissions Unit ID:	**P002**
Company Equipment ID:	Aerosol and Non-Aerosol Shredder with Carbon Bed
Superseded Permit Number:	P0108259
General Permit Category and Type:	Not Applicable
Emissions Unit ID:	**P005**
Company Equipment ID:	Non-Hazardous Waste Shredder
Superseded Permit Number:	P0108128
General Permit Category and Type:	Not Applicable
Emissions Unit ID:	**P006**
Company Equipment ID:	Hazardous Waste Tank # 1 with Scrubber
Superseded Permit Number:	P0107781
General Permit Category and Type:	Not Applicable
Emissions Unit ID:	**P007**
Company Equipment ID:	Hazardous Waste Tank # 2 with Scrubber
Superseded Permit Number:	P0107792
General Permit Category and Type:	Not Applicable
Emissions Unit ID:	**P013**
Company Equipment ID:	Can Crusher #1
Superseded Permit Number:	P0118559
General Permit Category and Type:	Not Applicable
Emissions Unit ID:	**P015**
Company Equipment ID:	Can Crusher #2
Superseded Permit Number:	P0118621
General Permit Category and Type:	Not Applicable
Emissions Unit ID:	**P901**
Company Equipment ID:	Pugmill #1
Superseded Permit Number:	P0108080
General Permit Category and Type:	Not Applicable

Ohio Environmental Protection Agency

Final Permit-to-Install and Operate
ENVIRONMENTAL ENTERPRISES
Permit Number: P0126514
Facility ID: 1431072690
Effective Date: 10/21/2019

A. Standard Terms and Conditions

Ohio Environmental Protection Agency

Final Permit-to-Install and Operate
ENVIRONMENTAL ENTERPRISES
Permit Number: P0126514
Facility ID: 1431072690
Effective Date: 10/21/2019

1. What does this permit-to-install and operate ("PTIO") allow me to do?

This permit allows you to install and operate the emissions unit(s) identified in this PTIO. You must install and operate the unit(s) in accordance with the application you submitted and all the terms and conditions contained in this PTIO, including emission limits and those terms that ensure compliance with the emission limits (for example, operating, recordkeeping and monitoring requirements).

2. Who is responsible for complying with this permit?

The person identified on the "Authorization" page, above, is responsible for complying with this permit until the permit is revoked, terminated, or transferred. "Person" means a person, firm, corporation, association, or partnership. The words "you," "your," or "permittee" refer to the "person" identified on the "Authorization" page above.

The permit applies only to the emissions unit(s) identified in the permit. If you install or modify any other equipment that requires an air permit, you must apply for an additional PTIO(s) for these sources.

3. What records must I keep under this permit?

You must keep all records required by this permit, including monitoring data, test results, strip-chart recordings, calibration data, maintenance records, and any other record required by this permit for five years from the date the record was created. You can keep these records electronically, provided they can be made available to Ohio EPA during an inspection at the facility. Failure to make requested records available to Ohio EPA upon request is a violation of this permit requirement.

4. What are my permit fees and when do I pay them?

There are two fees associated with permitted air contaminant sources in Ohio:

PTIO fee. This one-time fee is based on a fee schedule in accordance with Ohio Revised Code (ORC) section 3745.11, or based on a time and materials charge for permit application review and permit processing if required by the Director.

You will be sent an invoice for this fee after you receive this PTIO and payment is due within 30 days of the invoice date. You are required to pay the fee for this PTIO even if you do not install or modify your operations as authorized by this permit.

Annual emissions fee. Ohio EPA will assess a separate fee based on the total annual emissions from your facility. You self-report your emissions in accordance with Ohio Administrative Code (OAC) Chapter 3745-78. This fee assessed is based on a fee schedule in ORC section 3745.11 and funds Ohio EPA's permit compliance oversight activities. For facilities that are permitted as synthetic minor sources, the fee schedule is adjusted annually for inflation. Ohio EPA will notify you when it is time to report your emissions and to pay your annual emission fees.

5. When does my PTIO expire, and when do I need to submit my renewal application?

This permit expires on the date identified at the beginning of this permit document (see "Authorization" page above) and you must submit a renewal application to renew the permit. Ohio EPA will send a renewal notice to you approximately six months prior to the expiration date of this permit. However, it is

very important that you submit a complete renewal permit application (postmarked prior to expiration of this permit) even if you do not receive the renewal notice.

If a complete renewal application is submitted before the expiration date, Ohio EPA considers this a timely application for purposes of ORC section 119.06, and you are authorized to continue operating the emissions unit(s) covered by this permit beyond the expiration date of this permit until final action is taken by Ohio EPA on the renewal application.

6. **What happens to this permit if my project is delayed or I do not install or modify my source?**

This PTIO expires 18 months after the issue date identified on the "Authorization" page above unless otherwise specified if you have not (1) started constructing the new or modified emission sources identified in this permit, or (2) entered into a binding contract to undertake such construction. This deadline can be extended by up to 12 months, provided you apply to Ohio EPA for this extension within a reasonable time before the 18-month period has ended and you can show good cause for any such extension.

7. **What reports must I submit under this permit?**

An annual permit evaluation report (PER) is required in addition to any malfunction reporting required by OAC rule 3745-15-06 or other specific rule-based reporting requirement identified in this permit. Your PER due date is identified in the Authorization section of this permit.

8. **If I am required to obtain a Title V operating permit in the future, what happens to the operating provisions and PER obligations under this permit?**

If you are required to obtain a Title V permit under OAC Chapter 3745-77 in the future, the permit-to-operate portion of this permit will be superseded by the issued Title V permit. From the effective date of the Title V permit forward, this PTIO will effectively become a PTI (permit-to-install) in accordance with OAC rule 3745-31-02(B). The following terms and conditions of this permit will no longer be applicable after issuance of the Title V permit: Section B, Term 1.b) and Section C, for each emissions unit, Term a)(2).

The PER requirements in this permit remain effective until the date the Title V permit is issued and is effective, and cease to apply after the effective date of the Title V permit. The final PER obligation will cover operations up to the effective date of the Title V permit and must be submitted on or before the submission deadline identified in this permit on the last day prior to the effective date of the Title V permit.

9. **What are my obligations when I perform scheduled maintenance on air pollution control equipment?**

You must perform scheduled maintenance of air pollution control equipment in accordance with OAC rule 3745-15-06(A). If scheduled maintenance requires shutting down or bypassing any air pollution control equipment, you must also shut down the emissions unit(s) served by the air pollution control equipment during maintenance, unless the conditions of OAC rule 3745-15-06(A)(3) are met. Any emissions that exceed permitted amount(s) under this permit (unless specifically exempted by rule) must be reported as deviations in the annual permit evaluation report (PER), including nonexempt excess emissions that occur during approved scheduled maintenance.

10. Do I have to report malfunctions of emissions units or air pollution control equipment? If so, how must I report?

If you have a reportable malfunction of any emissions unit(s) or any associated air pollution control system, you must report this to the District Office or Local Air Agency in accordance with OAC rule 3745-15-06(B). Malfunctions that must be reported are those that result in emissions that exceed permitted emission levels. It is your responsibility to evaluate control equipment breakdowns and operational upsets to determine if a reportable malfunction has occurred.

If you have a malfunction, but determine that it is not a reportable malfunction under OAC rule 3745-15-06(B), it is recommended that you maintain records associated with control equipment breakdown or process upsets. Although it is not a requirement of this permit, Ohio EPA recommends that you maintain records for non-reportable malfunctions.

11. Can Ohio EPA or my local air agency inspect the facility where the emission unit(s) is/are located?

Yes. Under Ohio law, the Director or his authorized representative may inspect the facility, conduct tests, examine records or reports to determine compliance with air pollution laws and regulations and the terms and conditions of this permit. You must provide, within a reasonable time, any information Ohio EPA requests either verbally or in writing.

12. What happens if one or more emissions units operated under this permit is/are shut down permanently?

Ohio EPA can terminate the permit terms associated with any permanently shut down emissions unit. "Shut down" means the emissions unit has been physically removed from service or has been altered in such a way that it can no longer operate without a subsequent "modification" or "installation" as defined in OAC Chapter 3745-31.

You should notify Ohio EPA of any emissions unit that is permanently shut down by submitting a certification that identifies the date on which the emissions unit was permanently shut down. The certification must be submitted by an authorized official from the facility. You cannot continue to operate an emission unit once the certification has been submitted to Ohio EPA by the authorized official.

You must comply with all recordkeeping and reporting for any permanently shut down emissions unit in accordance with the provisions of the permit, regulations or laws that were enforceable during the period of operation, such as the requirement to submit a PER, air fee emission report, or malfunction report. You must also keep all records relating to any permanently shutdown emissions unit, generated while the emissions unit was in operation, for at least five years from the date the record was generated.

Again, you cannot resume operation of any emissions unit certified by the authorized official as being permanently shut down without first applying for and obtaining a permit pursuant to OAC Chapter 3745-31.

Ohio Environmental Protection Agency

Final Permit-to-Install and Operate
ENVIRONMENTAL ENTERPRISES
Permit Number: P0126514
Facility ID: 1431072690
Effective Date: 10/21/2019

13. Can I transfer this permit to a new owner or operator?

You can transfer this permit to a new owner or operator. If you transfer the permit, you must follow the procedures in OAC Chapter 3745-31, including notifying Ohio EPA or the local air agency of the change in ownership or operator. Any transferee of this permit must assume the responsibilities of the transferor permit holder.

14. Does compliance with this permit constitute compliance with OAC rule 3745-15-07, "air pollution nuisance"?

This permit and OAC rule 3745-15-07 prohibit operation of the air contaminant source(s) regulated under this permit in a manner that causes a nuisance. Ohio EPA can require additional controls or modification of the requirements of this permit through enforcement orders or judicial enforcement action if, upon investigation, Ohio EPA determines existing operations are causing a nuisance.

15. What happens if a portion of this permit is determined to be invalid?

If a portion of this permit is determined to be invalid, the remainder of the terms and conditions remain valid and enforceable. The exception is where the enforceability of terms and conditions are dependent on the term or condition that was declared invalid.

Ohio Environmental Protection Agency

Final Permit-to-Install and Operate
ENVIRONMENTAL ENTERPRISES
Permit Number: P0126514
Facility ID: 1431072690
Effective Date: 10/21/2019

B. Facility-Wide Terms and Conditions

Ohio Environmental Protection Agency

Final Permit-to-Install and Operate
ENVIRONMENTAL ENTERPRISES
Permit Number: P0126514
Facility ID: 1431072690
Effective Date: 10/21/2019

1. This permit document constitutes a permit-to-install issued in accordance with ORC 3704.03(F) and a permit-to-operate issued in accordance with ORC 3704.03(G).

   a) For the purpose of a permit-to-install document, the facility-wide terms and conditions identified below are federally enforceable with the exception of those listed below which are enforceable under state law only.

      (1) None.

   b) For the purpose of a permit-to-operate document, the facility-wide terms and conditions identified below are enforceable under state law only with the exception of those listed below which are federally enforceable.

      (1) None.

Ohio Environmental Protection Agency

Final Permit-to-Install and Operate
ENVIRONMENTAL ENTERPRISES
Permit Number: P0126514
Facility ID: 1431072690
Effective Date: 10/21/2019

C. Emissions Unit Terms and Conditions

Ohio Environmental Protection Agency

Final Permit-to-Install and Operate
ENVIRONMENTAL ENTERPRISES
Permit Number: P0126514
Facility ID: 1431072690
Effective Date: 10/21/2019

1. **P002, Non-Aerosol Shredder with Carbon Bed**

Operations, Property and/or Equipment Description:

Non-Aerosol Shredder

a) This permit document constitutes a permit-to-install issued in accordance with ORC 3704.03(F) and a permit-to-operate issued in accordance with ORC 3704.03(G).

(1) For the purpose of a permit-to-install document, the emissions unit terms and conditions identified below are federally enforceable with the exception of those listed below which are enforceable under state law only.

a. None.

(2) For the purpose of a permit-to-operate document, the emissions unit terms and conditions identified below are enforceable under state law only with the exception of those listed below which are federally enforceable.

a. None.

b) Applicable Emissions Limitations and/or Control Requirements

(1) The specific operation(s), property, and/or equipment that constitute each emissions unit along with the applicable rules and/or requirements and with the applicable emissions limitations and/or control measures are identified below. Emissions from each unit shall not exceed the listed limitations, and the listed control measures shall be specified in narrative form following the table.

	Applicable Rules/Requirements	Applicable Emissions Limitations/Control Measures
a.	OAC rule 3745-31-05(A)(3)(a)(ii)	The Best Available Technology (BAT) requirements under OAC rule 3745-31-05(A)(3) do not apply to the VOC emissions from this air contaminant source since the calculated annual emission rate is less than 10 tons/year taking into account the voluntary restriction from OAC rule 3745-31-05(E) in b)(1)b. below.
b.	OAC rule 3745-31-05(E)	Operate and maintain a carbon adsorption system with an overall control efficiency of at least 95%, by weight.

(2) Additional Terms and Conditions

a. None.

c) Operational Restrictions

(1) None.

d) Monitoring and/or Recordkeeping Requirements

(1) The permittee shall monitor and record, at least once per week when the emission unit is in operation and processing VOC containing products, the following information for this emissions unit:

a. The inlet VOC emission concentrations flowing into the carbon adsorption system.

b. The outlet VOC emission concentrations from the carbon adsorption system.

c. The percent differential of the VOC emission concentrations between the inlet and outlet openings of the carbon adsorption system [(b)/(a) x 100].

d. If the emission unit did not operate in a week, a dated record that the emissions unit did not operate for the calendar week.

e. If the emission unit operated, but processed only non-VOC containing products , a dated record that the emissions unit processed only non-VOC containing products for the calendar week.

(2) If the outlet concentration of VOC emissions is greater than 5% of the inlet VOC emission concentration (as calculated in Section d)(1)), then breakthrough of VOC emissions has occurred. If such breakthrough has occurred, the permittee shall perform one of the following options:

a. Replace the carbon adsorption system (carbon) in order to maintain a control efficiency of at least 95%, by weight, for VOC emissions.

b. Confirm breakthrough of the VOC emissions by calculating the percent differential of the VOC emissions using the methodology as specified in Section d)(1), once per hour, for three consecutive hours.

If breakthrough of VOC emissions has been confirmed (i.e., each of the three calculations performed in Section b)(2)b. indicate a greater than 5% differential of VOC emissions through the outlet), then the permittee shall replace the carbon adsorption system (carbon) in order to maintain a control efficiency of at least 95% by weight, for VOC emissions.

(3) The permittee shall maintain monthly records that specify all times the carbon adsorption system (carbon) was replaced.

e) Reporting Requirements

(1) The permittee shall submit an annual Permit Evaluation Report (PER) to the Ohio EPA District Office or Local Air Agency by the due date identified in the Authorization section

of this permit. The permit evaluation report shall cover a reporting period of no more than twelve months for each air contaminant source identified in this permit.

(2) The reports required by this permit may be submitted through the Ohio EPA's eBusiness Center: Air Services online web portal; or they may be mailed as a hard copy to the appropriate district office or local air agency.

f) Testing Requirements

(1) Compliance with the Emissions Limitations and/or Control Requirements specified in section b) of these terms and conditions shall be determined in accordance with the following methods:

a. Voluntary Restriction:

Operate and maintain a carbon adsorption system with an overall control efficiency of at least 95%, by weight.

Applicable Compliance Method:

The permittee shall conduct, or have conducted, emission testing for this emissions unit in accordance with the following requirements:

i. The emission testing shall be conducted within 6 months prior to the expiration of this permit.

ii. The emission testing shall be conducted to demonstrate compliance with the overall control efficiency of at least 95%, by weight for VOC's.

iii. The following test method(s) shall be employed to demonstrate compliance with the allowable mass emission rate(s):

iv. Method 25A 40 CFR Part 60, Appendix A.

v. Alternative U.S. EPA approved test methods may be used with prior approval from the Ohio EPA.

vi. The capture efficiency shall be determined using Methods 204 through 204F, as specified in 40 CFR Part 51, Appendix M, or the permittee may request to use an alternative method or procedure for the determination of capture efficiency in accordance with the USEPA's "Guidelines for Determining Capture Efficiency," dated January 9, 1995. (The Ohio EPA will consider the request, including an evaluation of the applicability, necessity, and validity of the alternative, and may approve the use of the alternative if such approval does not contravene any other applicable requirement.)- if applicable

vii. The test(s) shall be conducted under those representative conditions that challenge to the fullest extent possible a facility's ability to meet the applicable emissions limits and/or control requirements, unless otherwise specified or approved by the appropriate Ohio EPA District Office or local

air agency. Although this generally consists of operating the emissions unit at its maximum material input/production rates and results in the highest emission rate of the tested pollutant, there may be circumstances where a lower emissions loading is deemed the most challenging control scenario. Failure to test under these conditions is justification for not accepting the test results as a demonstration of compliance.

viii. Not later than 30 days prior to the proposed test date(s), the permittee shall submit an "Intent to Test" notification to the appropriate Ohio EPA District Office or local air agency. The "Intent to Test" notification shall describe in detail the proposed test methods and procedures, the emissions unit operating parameters, the time(s) and date(s) of the test(s), and the person(s) who will be conducting the test(s). Failure to submit such notification for review and approval prior to the test(s) may result in the Ohio EPA District Office's or local air agency's refusal to accept the results of the emission test(s).

ix. Personnel from the appropriate Ohio EPA District Office or local air agency shall be permitted to witness the test(s), examine the testing equipment, and acquire data and information necessary to ensure that the operation of the emissions unit and the testing procedures provide a valid characterization of the emissions from the emissions unit and/or the performance of the control equipment.

x. A comprehensive written report on the results of the emissions test(s) shall be signed by the person or persons responsible for the tests and submitted to the appropriate Ohio EPA District Office or local air agency within 30 days following completion of the test(s). The permittee may request additional time for the submittal of the written report, where warranted, with prior approval from the appropriate Ohio EPA District Office or local air agency

g) Miscellaneous Requirements

(1) Modeling to demonstrate compliance with the “Toxic Air Contaminant Statute” in ORC 3704.03(F)(4)(b) was not necessary because the emissions unit’s maximum annual emissions for each toxic air contaminant, as defined in OAC rule 3745-114-01, will be less than 1.0 ton per year. OAC Chapter 3745-31 requires permittees to apply for and obtain a new or modified permit-to-install prior to making a "modification" as defined by OAC rule 3745-31-01. The permittee is hereby advised that changes in the composition of the materials, or use of new materials, that would cause the emissions of any toxic air contaminant to increase to above 1.0 ton per year may require the permittee to apply for and obtain a new permit-to-install.

Ohio Environmental Protection Agency

Final Permit-to-Install and Operate
ENVIRONMENTAL ENTERPRISES
Permit Number: P0126514
Facility ID: 1431072690
Effective Date: 10/21/2019

2. P005, Non-Hazardous Waste Shredder

Operations, Property and/or Equipment Description:

Non-Hazardous Waste Shredder

a) This permit document constitutes a permit-to-install issued in accordance with ORC 3704.03(F) and a permit-to-operate issued in accordance with ORC 3704.03(G).

(1) For the purpose of a permit-to-install document, the emissions unit terms and conditions identified below are federally enforceable with the exception of those listed below which are enforceable under state law only.

a. None.

(2) For the purpose of a permit-to-operate document, the emissions unit terms and conditions identified below are enforceable under state law only with the exception of those listed below which are federally enforceable.

a. None.

b) Applicable Emissions Limitations and/or Control Requirements

(1) The specific operation(s), property, and/or equipment that constitute each emissions unit along with the applicable rules and/or requirements and with the applicable emissions limitations and/or control measures are identified below. Emissions from each unit shall not exceed the listed limitations, and the listed control measures shall be specified in narrative form following the table.

	Applicable Rules/Requirements	Applicable Emissions Limitations/Control Measures
a.	OAC rule 3745-31-05(A)(3)	Organic compound (OC) emissions shall not exceed 2.5 pounds per hour and 3.0 tons per year. See c)(1)

(2) Additional Terms and Conditions

a. The hourly emission limitation outlined above is based upon the emissions unit's Potential to Emit (PTE). Therefore, no records or reports are required to demonstrate compliance with this limit.

b. Compliance with OAC rule 3745-31-05(A)(3) shall be demonstrated by compliance with the allowable emission limitations and hours of operation limitation.

c) Operational Restrictions

(1) The maximum annual operating rate for this emissions unit shall not exceed 2,400 hours.

d) Monitoring and/or Recordkeeping Requirements

(1) The permittee shall maintain the following information each month:

a. The number of hours of operation of this emissions unit.

b. The company identification of each solvent employed.

c. The pounds of material processed in this emissions unit.

These monthly records shall be summed annually to demonstrate compliance with c)(1).

e) Reporting Requirements

(1) The permittee shall submit an annual Permit Evaluation Report (PER) to the Ohio EPA District Office or Local Air Agency by the due date identified in the Authorization section of this permit. The permit evaluation report shall cover a reporting period of no more than twelve months for each air contaminant source identified in this permit.

(2) The reports required by this permit may be submitted through the Ohio EPA's eBusiness Center: Air Services online web portal; or they may be mailed as a hard copy to the appropriate district office or local air agency.

f) Testing Requirements

(1) Compliance with the Emissions Limitations and/or Control Requirements specified in section b) of these terms and conditions shall be determined in accordance with the following methods:

a. Emission Limitation:

Organic compound (OC) emissions shall not exceed 2.5 pounds per hour and 3.0 tons per year.

Applicable Compliance Method:

Compliance shall be determined by multiplying the pounds of material throughput by 50% (50% is product and 50% is packaging) then multiply by the worst case emission rate of 0.1%:

[pounds processed per day x 0.50 x 0.001 pound OC/pound processed]/ hours/day = pounds OC/hr

[pounds processed per year x 0.50 x 0.001 pound OC/pound processed]/ 2000 pound/ton = TPY of OC.

Ohio Environmental Protection Agency

Final Permit-to-Install and Operate
ENVIRONMENTAL ENTERPRISES
Permit Number: P0126514
Facility ID: 1431072690
Effective Date: 10/21/2019

g) Miscellaneous Requirements

(1) None.

Ohio Environmental Protection Agency

Final Permit-to-Install and Operate
ENVIRONMENTAL ENTERPRISES
Permit Number: P0126514
Facility ID: 1431072690
Effective Date: 10/21/2019

3. P006, Hazardous Waste Tank # 1 with Scrubber

Operations, Property and/or Equipment Description:

Hazardous Waste Tank #1 with Scrubber

a) This permit document constitutes a permit-to-install issued in accordance with ORC 3704.03(F) and a permit-to-operate issued in accordance with ORC 3704.03(G).

(1) For the purpose of a permit-to-install document, the emissions unit terms and conditions identified below are federally enforceable with the exception of those listed below which are enforceable under state law only.

a. None.

(2) For the purpose of a permit-to-operate document, the emissions unit terms and conditions identified below are enforceable under state law only with the exception of those listed below which are federally enforceable.

a. None.

b) Applicable Emissions Limitations and/or Control Requirements

(1) The specific operation(s), property, and/or equipment that constitute each emissions unit along with the applicable rules and/or requirements and with the applicable emissions limitations and/or control measures are identified below. Emissions from each unit shall not exceed the listed limitations, and the listed control measures shall be specified in narrative form following the table.

	Applicable Rules/Requirements	Applicable Emissions Limitations/Control Measures
a.	OAC rule 3745-31-05(A)(3)	Particulate emissions (PE) and particulate emissions 10 microns or less in diameter (PM10) shall not exceed 0.32 pound per hour and 1.05 tons per year (TPY). Visible particulate emissions from any stack shall not exceed 0 percent opacity as a six-minute average.
b.	OAC rule 3745-17-11(B)(1)	The emission limitation established in accordance with this rule is less stringent than the limitation established in accordance with OAC rule 3745-31-05(A)(3).
c.	OAC rule 3745-17-07(A)	The emission limitation established in accordance with this rule is less stringent than the limitation established in accordance with OAC rule 3745-31-05(A)(3).

(2) Additional Terms and Conditions

a. Compliance with OAC rule 3745-31-05(A)(3) shall be demonstrated by the use of a scrubber with a minimum control efficiency of 95%, PM/PM10 emission limitations and visible emissions limitation.

b. The emissions from this emissions unit shall be vented to the wet scrubber at all times the emissions unit is in operation.

c) Operational Restrictions

(1) None.

d) Monitoring and/or Recordkeeping Requirements

(1) In order to maintain compliance with the applicable emission limitation(s) contained in this permit, the acceptable scrubber liquid flow rate, that shall be maintained in order to demonstrate compliance, shall not be less than 10 gallons per minute.

(2) The permittee shall properly install, operate, and maintain equipment to continuously monitor the scrubber liquid flow rate (in gallons per minute) during operation of this emissions unit(s), including periods of startup and shutdown. The permittee shall record the scrubber liquid's flow rate on a daily basis. The monitoring equipment shall be installed, calibrated, operated, and maintained in accordance with the manufacturer's recommendations, instructions, and operating manual(s), with any modifications deemed necessary by the permittee.

Whenever the monitored value for any parameter deviates from the range(s) or minimum limit(s) established in accordance with this permit, the permittee shall promptly investigate the cause of the deviation. The permittee shall maintain records of the following information for each investigation:

a. the date and time the deviation began;

b. the magnitude of the deviation at that time;

c. the date the investigation was conducted;

d. the name(s) of the personnel who conducted the investigation; and

e. the findings and recommendations.

In response to each required investigation to determine the cause of a deviation, the permittee shall take prompt corrective action to bring the control equipment parameters within the acceptable range(s), or at or above the minimum limit(s) specified in this permit, unless the permittee determines that corrective action is not necessary and documents the reasons for that determination and the date and time the deviation ended. The permittee shall maintain records of the following information for each corrective action taken:

f. a description of the corrective action;

g. the date the corrective action was completed;

h. the date and time the deviation ended;

i. the total period of time (in minutes) during which there was a deviation;

j. the flow rate readings immediately after the corrective action was implemented; and

k. the name(s) of the personnel who performed the work.

Investigation and records required by this paragraph do not eliminate the need to comply with the requirements of OAC rule 3745-15-06 if it is determined that a malfunction has occurred.

(3) These range(s) and/or limit(s) for the liquid flow rate are effective for the duration of this permit, unless revisions are requested by the permittee and approved in writing by the appropriate Ohio EPA District Office or local air agency. The permittee may request revisions to the permitted range or limit for the liquid flow rate based upon information obtained during future performance tests that demonstrate compliance with the allowable particulate emission rate for this/these emissions unit(s). In addition, approved revisions to the range or limit will not constitute a relaxation of the monitoring requirements of this permit and may be incorporated into this permit by means of an administrative modification.

(4) Modeling to demonstrate compliance with, the "Toxic Air Contaminant Statute", ORC 3704.03(F)(4)(b), was not necessary because the emissions unit's maximum annual emissions for each toxic air contaminant, as defined in OAC rule 3745-114-01, will be less than 1.0 ton per year. OAC Chapter 3745-31 requires permittees to apply for and obtain a new or modified PTIO prior to making a "modification" as defined by OAC rule 3745-31-01. The permittee is hereby advised that changes in the composition of the materials, or use of new materials, that would cause the emissions of any toxic air contaminant to increase to above 1.0 ton per year may require the permittee to apply for and obtain a new PTIO.

e) Reporting Requirements

(1) The permittee shall submit an annual Permit Evaluation Report (PER) to the Ohio EPA District Office or Local Air Agency by the due date identified in the Authorization section of this permit. The permit evaluation report shall cover a reporting period of no more than twelve months for each air contaminant source identified in this permit.

(2) The permittee shall identify in the annual permit evaluation report the following information concerning the operations of the wet scrubber during the 12-month reporting period for this/these emissions unit(s):

a. each period of time (start time and date, and end time and date) when the liquid flow rate was outside of the appropriate range or exceeded the applicable limit contained in this permit;

b. any period of time (start time and date, and end time and date) when the emissions unit(s) was in operation and the process emissions were not vented to the scrubber;

c. each incident of deviation described in "a" or "b" (above) where a prompt investigation was not conducted;

d. each incident of deviation described in "a" or "b" where prompt corrective action, that would bring the liquid flow rate into compliance with the appropriate range or limit contained in this permit, was determined to be necessary and was not taken; and

e. each incident of deviation described in "a" or "b" where proper records were not maintained for the investigation and/or the corrective action(s), as identified in the monitoring and record keeping requirements of this permit.

(3) The reports required by this permit may be submitted through the Ohio EPA's eBusiness Center: Air Services online web portal; or they may be mailed as a hard copy to the appropriate district office or local air agency.

f) Testing Requirements

(1) Compliance with the Emissions Limitations and/or Control Requirements specified in section b) of these terms and conditions shall be determined in accordance with the following methods:

a. Emission Limitation:

Particulate emissions (PE) and particulate emissions 10 microns or less in diameter (PM10) shall not exceed 0.32 pound per hour and 1.05 tons per year (TPY).

Applicable Compliance Method:

Compliance with the hourly emission limitation shall be determined using the following equation:

A x B x (1-C)

Where:

A = pounds of material charged per hour = 3200 pounds

B = percent of material charged that is vented to the scrubber = .2%

C = control efficiency of scrubber = 95%

Compliance with the annual emission limitation shall be determined using the following equation:

A x B x (1-C)/2000 pounds

Where:

A = hourly emission rate = 0.32 pound per hour

B = 8760 hours per year

C = downtime between batches = 0.25

b. Emission Limitation:

Visible particulate emissions from any stack shall not exceed 0 percent opacity as a six-minute average.

Applicable Compliance Method:

Compliance shall be determined through visible emission observations performed in accordance with U.S. EPA Method 9.

g) Miscellaneous Requirements

(1) None.

Ohio Environmental Protection Agency

Final Permit-to-Install and Operate
ENVIRONMENTAL ENTERPRISES
Permit Number: P0126514
Facility ID: 1431072690
Effective Date: 10/21/2019

4. P007, Hazardous Waste Tank # 2 with Scrubber

Operations, Property and/or Equipment Description:

Treatment Tank # 2 with Scrubber

a) This permit document constitutes a permit-to-install issued in accordance with ORC 3704.03(F) and a permit-to-operate issued in accordance with ORC 3704.03(G).

(1) For the purpose of a permit-to-install document, the emissions unit terms and conditions identified below are federally enforceable with the exception of those listed below which are enforceable under state law only.

a. None.

(2) For the purpose of a permit-to-operate document, the emissions unit terms and conditions identified below are enforceable under state law only with the exception of those listed below which are federally enforceable.

a. None.

b) Applicable Emissions Limitations and/or Control Requirements

(1) The specific operation(s), property, and/or equipment that constitute each emissions unit along with the applicable rules and/or requirements and with the applicable emissions limitations and/or control measures are identified below. Emissions from each unit shall not exceed the listed limitations, and the listed control measures shall be specified in narrative form following the table.

	Applicable Rules/Requirements	Applicable Emissions Limitations/Control Measures
a.	OAC rule 3745-31-05(A)(3)	Particulate emissions (PE) and particulate emissions 10 microns or less in diameter (PM10) shall not exceed 0.10 pound per hour and 0.33 ton per year (TPY). Visible particulate emissions from any stack shall not exceed 0 percent opacity as a six-minute average.
b.	OAC rule 3745-17-11(B)(1)	The emission limitation established in accordance with this rule is less stringent than the limitation established in accordance with OAC rule 3745-31-05(A)(3).
c.	OAC rule 3745-17-07(A)	The emission limitation established in accordance with this rule is less stringent than the limitation established in accordance with OAC rule 3745-31-05(A)(3).

(2) Additional Terms and Conditions

a. Compliance with OAC rule 3745-31-05(A)(3) shall be demonstrated by the use of a scrubber with a minimum control efficiency of 95%, PM/PM10 emission limitations and visible emissions limitation.

b. The emissions from this emissions unit shall be vented to the wet scrubber at all times the emissions unit is in operation.

c) Operational Restrictions

(1) None.

d) Monitoring and/or Recordkeeping Requirements

(1) In order to maintain compliance with the applicable emission limitation(s) contained in this permit, the acceptable scrubber liquid flow rate, that shall be maintained in order to demonstrate compliance, shall not be less than 10 gallons per minute.

(2) The permittee shall properly install, operate, and maintain equipment to continuously monitor the scrubber liquid flow rate (in gallons per minute) during operation of this emissions unit(s), including periods of startup and shutdown. The permittee shall record the scrubber liquid's flow rate on a daily basis. The monitoring equipment shall be installed, calibrated, operated, and maintained in accordance with the manufacturer's recommendations, instructions, and operating manual(s), with any modifications deemed necessary by the permittee.

Whenever the monitored value for any parameter deviates from the range(s) or minimum limit(s) established in accordance with this permit, the permittee shall promptly investigate the cause of the deviation. The permittee shall maintain records of the following information for each investigation:

a. the date and time the deviation began;

b. the magnitude of the deviation at that time;

c. the date the investigation was conducted;

d. the name(s) of the personnel who conducted the investigation; and

e. the findings and recommendations.

In response to each required investigation to determine the cause of a deviation, the permittee shall take prompt corrective action to bring the control equipment parameters within the acceptable range(s), or at or above the minimum limit(s) specified in this permit, unless the permittee determines that corrective action is not necessary and documents the reasons for that determination and the date and time the deviation ended. The permittee shall maintain records of the following information for each corrective action taken:

f. a description of the corrective action;

g. the date the corrective action was completed;

h. the date and time the deviation ended;

i. the total period of time (in minutes) during which there was a deviation;

j. the flow rate readings immediately after the corrective action was implemented; and

k. the name(s) of the personnel who performed the work.

Investigation and records required by this paragraph do not eliminate the need to comply with the requirements of OAC rule 3745-15-06 if it is determined that a malfunction has occurred.

(3) These range(s) and/or limit(s) for the liquid flow rate are effective for the duration of this permit, unless revisions are requested by the permittee and approved in writing by the appropriate Ohio EPA District Office or local air agency. The permittee may request revisions to the permitted range or limit for the liquid flow rate based upon information obtained during future performance tests that demonstrate compliance with the allowable particulate emission rate for this/these emissions unit(s). In addition, approved revisions to the range or limit will not constitute a relaxation of the monitoring requirements of this permit and may be incorporated into this permit by means of an administrative modification.

(4) Modeling to demonstrate compliance with, the "Toxic Air Contaminant Statute", ORC 3704.03(F)(4)(b), was not necessary because the emissions unit's maximum annual emissions for each toxic air contaminant, as defined in OAC rule 3745-114-01, will be less than 1.0 ton per year. OAC Chapter 3745-31 requires permittees to apply for and obtain a new or modified PTIO prior to making a "modification" as defined by OAC rule 3745-31-01. The permittee is hereby advised that changes in the composition of the materials, or use of new materials, that would cause the emissions of any toxic air contaminant to increase to above 1.0 ton per year may require the permittee to apply for and obtain a new PTIO.

e) Reporting Requirements

(1) The permittee shall submit an annual Permit Evaluation Report (PER) to the Ohio EPA District Office or Local Air Agency by the due date identified in the Authorization section of this permit. The permit evaluation report shall cover a reporting period of no more than twelve months for each air contaminant source identified in this permit.

(2) The permittee shall identify in the annual permit evaluation report the following information concerning the operations of the wet scrubber during the 12-month reporting period for this/these emissions unit(s):

a. each period of time (start time and date, and end time and date) when the liquid flow rate was outside of the appropriate range or exceeded the applicable limit contained in this permit;

b. any period of time (start time and date, and end time and date) when the emissions unit(s) was in operation and the process emissions were not vented to the scrubber;

c. each incident of deviation described in "a" or "b" (above) where a prompt investigation was not conducted;

d. each incident of deviation described in "a" or "b" where prompt corrective action, that would bring the liquid flow rate into compliance with the appropriate range or limit contained in this permit, was determined to be necessary and was not taken; and each incident of deviation described in "a" or "b" where proper records were not maintained for the investigation and/or the corrective action(s), as identified in the monitoring and record keeping requirements of this permit.

(3) The reports required by this permit may be submitted through the Ohio EPA's eBusiness Center: Air Services online web portal; or they may be mailed as a hard copy to the appropriate district office or local air agency.

f) Testing Requirements

(1) Compliance with the Emissions Limitations and/or Control Requirements specified in section b) of these terms and conditions shall be determined in accordance with the following methods:

a. Emission Limitation:

Particulate emissions (PE) and particulate emissions 10 microns or less in diameter (PM10) shall not exceed 0.10 pound per hour and 0.33 ton per year (TPY).

Applicable Compliance Method:

Compliance with the hourly emission limitation shall be determined using the following equation:

A x B x (1-C)

Where:

A = pounds of material charged per hour = 1000 pounds

B = percent of material charged that is vented to the scrubber = .2%

C = control efficiency of scrubber = 95%

Compliance with the annual emission limitation shall be determined using the following equation:

A x B x (1-C)/2000 pounds

Where:

A = hourly emission rate = 0.10 pound per hour

B = 8760 hours per year

C = downtime between batches = 0.25

b. Emission Limitation:

Visible particulate emissions from any stack shall not exceed 0 percent opacity as a six-minute average.

Applicable Compliance Method:

Compliance shall be determined through visible emission observations performed in accordance with U.S. EPA Method 9.

g) Miscellaneous Requirements

(1) None.

Ohio Environmental Protection Agency

Final Permit-to-Install and Operate
ENVIRONMENTAL ENTERPRISES
Permit Number: P0126514
Facility ID: 1431072690
Effective Date: 10/21/2019

5. P013, Can Crusher #1

Operations, Property and/or Equipment Description:

Aerosol Can Crusher

a) This permit document constitutes a permit-to-install issued in accordance with ORC 3704.03(F) and a permit-to-operate issued in accordance with ORC 3704.03(G).

(1) For the purpose of a permit-to-install document, the emissions unit terms and conditions identified below are federally enforceable with the exception of those listed below which are enforceable under state law only.

a. None.

(2) For the purpose of a permit-to-operate document, the emissions unit terms and conditions identified below are enforceable under state law only with the exception of those listed below which are federally enforceable.

a. None.

b) Applicable Emissions Limitations and/or Control Requirements

(1) The specific operation(s), property, and/or equipment that constitute each emissions unit along with the applicable rules and/or requirements and with the applicable emissions limitations and/or control measures are identified below. Emissions from each unit shall not exceed the listed limitations, and the listed control measures shall be specified in narrative form following the table.

	Applicable Rules/Requirements	Applicable Emissions Limitations/Control Measures
a.	OAC rule 3745-31-05(A)(3)(a)(ii)	The Best Available Technology (BAT) requirements under OAC rule 3745-31-05(A)(3) do not apply to the VOC emissions from this air contaminant source since the calculated potential to emit is less than 10 tons/year.
b.	OAC rule 3745-31-05(F)	See b)(2)a.

(2) Additional Terms and Conditions

a. The emissions unit shall be operated under negative pressure at all times while the unit is in operation.

c) Operational Restrictions

(1) None.

d) Monitoring and/or Recordkeeping Requirements

(1) In order to maintain compliance with the less than 10 tons per year emission limitation(s) contained in this permit, the emissions unit shall be operated under negative pressure at all times while the unit is in operation. The negative pressure shall be maintained within the range of 0.5 and 10 inches of water.

The permittee shall properly install, operate, and maintain a continuous pressure monitor that measures the amount of negative pressure when the emissions unit(s) is in operation, including periods of startup and shutdown. Units shall be in inches of water. Whenever the monitored amount of negative pressure deviates from the range or limit established in accordance with this permit, the permittee shall promptly investigate the cause of the deviation. The permittee shall maintain records of the following information for each investigation:

a. the date and time the deviation began;

b. the magnitude of the deviation at that time;

c. the date the investigation was conducted;

d. the name(s) of the personnel who conducted the investigation; and

e. the findings and recommendations.

In response to each required investigation to determine the cause of a deviation, the permittee shall take prompt corrective action to bring the operation of the emissions unit within the acceptable range/limit specified in this permit, unless the permittee determines that corrective action is not necessary and documents the reasons for that determination and the date and time the deviation ended. The permittee shall maintain records of the following information for each corrective action taken:

f. a description of the corrective action;

g. the date corrective action was completed;

h. the date and time the deviation ended;

i. the total period of time (in minutes) during which there was a deviation;

j. the negative pressure readings immediately after the corrective action was implemented; and

k. the name(s) of the personnel who performed the work.

The negative pressure range/limit is effective for the duration of this permit, unless revisions are requested by the permittee and approved in writing by the appropriate Ohio EPA District Office or local air agency. The permittee may request revisions to the permitted negative pressure range/limit based upon information obtained during future performance tests that demonstrate compliance with the allowable emission rate(s) for the pollutant(s). In addition, approved revisions to the negative pressure range/limit will

not constitute a relaxation of the monitoring requirements of this permit and may be incorporated into this permit by means of an administrative modification.

(2) Modeling to demonstrate compliance with, the "Toxic Air Contaminant Statute", ORC 3704.03(F)(4)(b), was not necessary because the emissions unit's maximum annual emissions for each toxic air contaminant, as defined in OAC rule 3745-114-01, will be less than 1.0 ton per year. OAC Chapter 3745-31 requires a permittee to apply for and obtain a new or modified PTIO prior to making a "modification" as defined by OAC rule 3745-31-01. The permittee is hereby advised that changes in the composition of the materials, or use of new materials, that would cause the emissions of any toxic air contaminant to increase to above 1.0 ton per year may require the permittee to apply for and obtain a new PTIO.

e) Reporting Requirements

(1) The permittee shall submit an annual Permit Evaluation Report (PER) to the Ohio EPA District Office or Local Air Agency by the due date identified in the Authorization section of this permit. The permit evaluation report shall cover a reporting period of no more than twelve months for each air contaminant source identified in this permit.

(2) The reports required by this permit may be submitted through the Ohio EPA's eBusiness Center: Air Services online web portal; or they may be mailed as a hard copy to the appropriate district office or local air agency.

f) Testing Requirements

(1) Compliance with the Emissions Limitations and/or Control Requirements specified in section b) of these terms and conditions shall be determined in accordance with the following methods:

a. Emissions Limitation:

VOC emissions shall be less than 10 tons per year to avoid the Best Available Technology (BAT) requirements under OAC rule 3745-31-05(A)(3).

Applicable Compliance Method:

The hourly VOC emission rate was determined as follows:

VOC emissions from equipment leaks were determined utilizing VOC emission factors found in *US EPA Protocol for Equipment Leak Emission Estimates EPA-453/R-95-017, 11/1995, Table 2-1* as follows:

Pumps(heavy liquid): 2 components x 0.019 lb/hr = 0.038 lb/hr

Valves (gas): 9 components x 0.0132 lb/hr = 0.1188 lb/hr

Valves (heavy liquid) 4 components x 0.0005 lb/hr = 0.002 lb/hr

Open End 1 component x 0.0038 lb/hr = 0.0038 lb/hr

Flanges/Connections(gas) 12 components x 0.0039 lb/hr = 0.0468 lb/hr

Sampling ports 3 components x 0.033 lb/hr = 0.099 lb/hr

Compressor 1 component x 0.5027 lb/hr = 0.5027 lb/hr

Total hourly equipment leak VOC emissions = 0.812 lb/hr

An additional emissions factor taken from a similar emissions unit was applied to each can processed as follows:

0.00064 lb VOC/can x 2100 cans/hr = 1.34 lbs VOC/hr

Add the equipment leak emissions to the hourly emissions from each can:

1.34 lb/hr + 0.812 lb/hr = 2.15 lbs/hr VOC

The annual emissions are determined by multiplying the hourly emission rate by the total number of hours the emissions unit ran during the year then divide by 2000 lbs/ton.

g) Miscellaneous Requirements

(1) None.

Ohio Environmental Protection Agency

Final Permit-to-Install and Operate
ENVIRONMENTAL ENTERPRISES
Permit Number: P0126514
Facility ID: 1431072690
Effective Date: 10/21/2019

6. P015, Can Crusher #2

Operations, Property and/or Equipment Description:

Aerosol Can Crusher #2

a) This permit document constitutes a permit-to-install issued in accordance with ORC 3704.03(F) and a permit-to-operate issued in accordance with ORC 3704.03(G).

(1) For the purpose of a permit-to-install document, the emissions unit terms and conditions identified below are federally enforceable with the exception of those listed below which are enforceable under state law only.

a. None.

(2) For the purpose of a permit-to-operate document, the emissions unit terms and conditions identified below are enforceable under state law only with the exception of those listed below which are federally enforceable.

a. None.

b) Applicable Emissions Limitations and/or Control Requirements

(1) The specific operation(s), property, and/or equipment that constitute each emissions unit along with the applicable rules and/or requirements and with the applicable emissions limitations and/or control measures are identified below. Emissions from each unit shall not exceed the listed limitations, and the listed control measures shall be specified in narrative form following the table.

	Applicable Rules/Requirements	Applicable Emissions Limitations/Control Measures
b.	OAC rule 3745-31-05(A)(3)(a)(ii)	The Best Available Technology (BAT) requirements under OAC rule 3745-31-05(A)(3) do not apply to the VOC emissions from this air contaminant source since the uncontrolled potential to emit for VOC emissions is less than 10 tons per year.

(2) Additional Terms and Conditions

a. None.

c) Operational Restrictions

(1) None.

d) Monitoring and/or Recordkeeping Requirements

(1) Modeling to demonstrate compliance with, the "Toxic Air Contaminant Statute", ORC 3704.03(F)(4)(b), was not necessary because the emissions unit's maximum annual emissions for each toxic air contaminant, as defined in OAC rule 3745-114-01, will be less than 1.0 ton per year. OAC Chapter 3745-31 requires a permittee to apply for and obtain a new or modified PTIO prior to making a "modification" as defined by OAC rule 3745-31-01. The permittee is hereby advised that changes in the composition of the materials, or use of new materials, that would cause the emissions of any toxic air contaminant to increase to above 1.0 ton per year may require the permittee to apply for and obtain a new PTIO.

e) Reporting Requirements

(1) The permittee shall submit an annual Permit Evaluation Report (PER) to the Ohio EPA District Office or Local Air Agency by the due date identified in the Authorization section of this permit. The permit evaluation report shall cover a reporting period of no more than twelve months for each air contaminant source identified in this permit

(2) The reports required by this permit may be submitted through the Ohio EPA's eBusiness Center: Air Services online web portal; or they may be mailed as a hard copy to the appropriate district office or local air agency.

f) Testing Requirements

(1) Compliance with the Emissions Limitations and/or Control Requirements specified in section b) of these terms and conditions shall be determined in accordance with the following methods:

a. Emissions Limitation:

VOC emissions shall be less than 10 tons per year to avoid the Best Available Technology (BAT) requirements under OAC rule 3745-31-05(A)(3).

Applicable Compliance Method:

First determine the hourly VOC emission rate as follows:

VOC emissions from equipment leaks were determined utilizing VOC emission factors found in *US EPA Protocol for Equipment Leak Emission Estimates EPA-453/R-95-017, 11/1995, Table 2-1* as follows:

Pumps(heavy liquid): 2 components x 0.019 lb/hr = 0.038 lb/hr

Valves (gas): 9 components x 0.0132 lb/hr = 0.1188 lb/hr

Valves (heavy liquid) 4 components x 0.0005 lb/hr = 0.002 lb/hr

Open End 1 component x 0.0038 lb/hr = 0.0038 lb/hr

Flanges/Connections(gas) 12 components x 0.0039 lb/hr = 0.0468 lb/hr

Sampling ports	3 components x 0.033 lb/hr	= 0.099 lb/hr
Compressor	1 component x 0.5027 lb/hr	= 0.5027 lb/hr
Total hourly equipment leak VOC emissions		= 0.812 lb/hr

An additional emissions factor taken from a similar emissions unit was applied to each can processed as follows:

0.00064 lb VOC/can x 1680 cans/hr = 1.07 lbs VOC/hr

Add the equipment leak emissions to the hourly emissions from each can:

1.07 lb/hr + 0.812 lb/hr = 1.88 lbs/hr VOC

Calculate the annual emissions by multiplying the hourly emission rate of 1.88 lbs VOC/hr by 8760 hour/year then divide by 2000 lbs/ton to get 8.23 TPY VOC.

Divide 8.23 TPY by 12 months/yr to get the monthly emission limit of 0.685 lbs VOC per month.

g) Miscellaneous Requirements

(1) None.

Ohio Environmental Protection Agency

Final Permit-to-Install and Operate
ENVIRONMENTAL ENTERPRISES
Permit Number: P0126514
Facility ID: 1431072690
Effective Date: 10/21/2019

7. P901, Pugmill #1

Operations, Property and/or Equipment Description:

Waste stabilization process

a) This permit document constitutes a permit-to-install issued in accordance with ORC 3704.03(F) and a permit-to-operate issued in accordance with ORC 3704.03(G).

(1) For the purpose of a permit-to-install document, the emissions unit terms and conditions identified below are federally enforceable with the exception of those listed below which are enforceable under state law only.

a. None.

(2) For the purpose of a permit-to-operate document, the emissions unit terms and conditions identified below are enforceable under state law only with the exception of those listed below which are federally enforceable.

a. None.

b) Applicable Emissions Limitations and/or Control Requirements

(1) The specific operation(s), property, and/or equipment that constitute each emissions unit along with the applicable rules and/or requirements and with the applicable emissions limitations and/or control measures are identified below. Emissions from each unit shall not exceed the listed limitations, and the listed control measures shall be specified in narrative form following the table.

	Applicable Rules/Requirements	Applicable Emissions Limitations/Control Measures
a.	OAC rule 3745-31-05(A)(3)(a)(ii)	The Best Available Technology (BAT) requirements under OAC rule 3745-31-05(A)(3) do not apply to the Particulate Emissions (PE) and Particulate Matter 10 Microns and less in diameter (PM10) emissions from this air contaminant source since the calculated annual emission rate is less than 10 tons/year taking into account the voluntary restriction from OAC rule 3745-31-05(E) in b)(1)b. below.
b.	OAC rule 3745-31-05(E)	Operate and maintain an enclosure, rotoclone, and a fabric filter with an overall control efficiency of at least 95%, by weight.
c.	OAC rule 3745-17-07(A)(1)	Visible particulate emissions from any stack shall not exceed 20 percent opacity as a six-minute average, except as specified by rule.

	Applicable Rules/Requirements	Applicable Emissions Limitations/Control Measures
d.	OAC rule 3745-17-07(B)(1)	Visible particulate emissions of fugitive dust from this emissions unit shall not exceed twenty percent opacity as a three-minute average.
e.	OAC rule 3745-17-08(B)(3)	See b)(2)(a).
f.	OAC rule 3745-17-11(B)	Particulate emissions (PE) from the stack shall not exceed 2.22 pounds per hour. Table I of OAC rule 3745-17-11

(2) Additional Terms and Conditions

a. The installation and use of hoods, fans, and/or other equipment to adequately enclose, contain, capture, vent, and control fugitive dust from this emissions unit shall meet the following requirements:

i. the collection efficiency shall be sufficient to minimize or eliminate visible emissions of fugitive dust at the point(s) of capture to the extent possible with good engineering design; and

ii. the control equipment for this emissions unit shall achieve an outlet emission rate of not greater than 0.030 grain of particulate emissions per dry standard cubic foot of exhaust gases or there shall be no visible particulate emissions (whichever is less stringent) from the exhaust stack of this emissions unit.

c) Operational Restrictions

(1) None.

d) Monitoring and/or Recordkeeping Requirements

(1) The permittee shall properly install, operate, and maintain equipment to continuously monitor and record the pressure drop, in inches of water, across each baghouse during operation of this emissions unit, including periods of startup and shutdown. The monitoring equipment shall be installed, calibrated, operated, and maintained in accordance with the manufacturer's recommendations, instructions, and operating manual(s). The permittee shall record the pressure drop, in inches of water, across each baghouse on daily basis.

Whenever the monitored value for the pressure drop deviates from the range specified below, the permittee shall promptly investigate the cause of the deviation. The permittee shall maintain records of the following information for each investigation: the date and time the deviation began and the magnitude of the deviation at that time, the date(s) the investigation was conducted, the names of the personnel who conducted the investigation, and the findings and recommendations.

In response to each required investigation to determine the cause of a deviation, the permittee shall take prompt corrective action to bring the operation of the control equipment within the acceptable range specified below, unless the permittee determines that corrective action is not necessary and documents the reasons for that determination and the date and time the deviation ended. The permittee shall maintain records of the following information for each corrective action taken: a description of the corrective action, the date it was completed, the date and time the deviation ended, the total period of time (in minutes) during which there was a deviation, the pressure drop readings immediately after the corrective action, and the names of the personnel who performed the work. Investigation and records required by this paragraph does not eliminate the need to comply with the requirements of OAC rule 3745-15-06 if it is determined that a malfunction has occurred.

The acceptable range for the pressure drop across each baghouse is 1 to 5 inches of water.

This range is effective for the duration of this permit, unless revisions are requested by the permittee and approved in writing by the appropriate Ohio EPA District Office or local air agency. The permittee may request revisions to the range based upon information obtained during future particulate emission tests that demonstrate compliance with the allowable particulate emission rate for this emissions unit. In addition, approved revisions to the range will not constitute a relaxation of the monitoring requirements of this permit and may be incorporated into this permit by means of a minor permit modification.

(2) The permittee shall perform daily checks, when the emissions unit is in operation and, when the weather conditions allow, for any visible particulate emissions from the exhaust stack and for any visible emissions of fugitive dust from the egress points (i.e., building windows, doors, roof monitors, etc.) serving this emissions unit. The presence or absence of any visible emissions shall be noted in an operations log. If visible emissions are observed from any points of capture and/or the stack, the permittee shall also note the following in the operations log:

a. the location and color of the emissions;

b. the total duration of any visible emissions incident; and

c. any corrective actions taken to eliminate the visible emissions.

(3) The permittee may, upon receipt of written approval from the appropriate Ohio EPA District Office or local air agency, modify the above-mentioned frequencies for performing the visible emissions checks if operating experience indicates that less frequent visible emissions checks would be sufficient to ensure compliance with the above-mentioned applicable requirements.

e) Reporting Requirements

(1) The permittee shall submit an annual Permit Evaluation Report (PER) to the Ohio EPA District Office or Local Air Agency by the due date identified in the Authorization section

of this permit. The permit evaluation report shall cover a reporting period of no more than twelve months for each air contaminant source identified in this permit.

(2) The reports required by this permit may be submitted through the Ohio EPA's eBusiness Center: Air Services online web portal; or they may be mailed as a hard copy to the appropriate district office or local air agency.

f) Testing Requirements

(1) Compliance with the Emissions Limitations and/or Control Requirements specified in section b) of these terms and conditions shall be determined in accordance with the following methods:

a. Emission Limitation:

Particulate Emissions (PE) and PM10 emissions shall be less than 10 tons per year to avoid the Best Available Technology (BAT) requirements under OAC rule 3745-31-05(A)(3).

Applicable Compliance Method:

Particulate Emissions (PE)

Emissions are determined using emission factors from AP-42 Chapter 11.12-2 as follows:

Multiply the maximum process rate of 0.40 ton/hr x 0.73 lb/ton x (1 - 0.95) = 0.015 lb/hr PE.

Multiply the hourly emissions by the maximum number of hours operated then divide by 2000 pounds to get the annual emissions.

Emissions are determined using emission factors from AP-42 Chapter 11.12-2 as follows:

Multiply the maximum process rate of 0.40 ton/hr x 0.47 lb/ton x (1 - 0.95) = 0.0095 lbs/hr PE.

Multiply the hourly emissions by the maximum annual number of hours operated then divide by 2000 pounds to get the annual emissions.

Fugitive PE/PM10

Emissions are determined using emission factors from AP-42 Chapter 11.17-4 as follows:

Multiply the maximum process rate of 0.40 ton/hr x 0.61 lb/ton = 0.24 lb/hr PE/PM10.

Multiply the hourly emissions by the maximum annual number of hours operated then divide by 2000 pounds to get the annual emissions.

b. Emission Limitation:

Visible particulate emissions of fugitive dust from this emissions unit shall not exceed twenty percent opacity as a three-minute average.

Applicable Compliance Method:

Compliance with the limitation for visible emissions of fugitive dust shall be determined through visible emissions observations performed in accordance U.S. EPA Method 9 and the procedures specified in OAC rule 3745-17-03(B)(3).

c. Emission Limitation:

Visible particulate emissions from the baghouse stack shall not exceed 20% opacity as a six-minute average, except as specified by rule.

Applicable Compliance Method:

Compliance shall be determined through visible emission observations performed in accordance with U.S. EPA Method 9.

d. Emission Limitation:

The controlled emissions from the stack shall achieve an outlet emission rate of not greater than 0.030 grain of particulate emissions per dry standard cubic foot of exhaust gases or there shall be no visible emissions from the exhaust stack.

Applicable Compliance Method:

Compliance with the requirement for no visible particulate emissions from the exhaust stack, identified in this permit, shall be determined in accordance with U.S. EPA Method 22. If opting to comply with the outlet particulate emissions rate, compliance with the 0.030 grain of particulate emissions per dry standard cubic foot of exhaust gases from the stack shall be determined in accordance with U.S. EPA Methods 1 through 5, as appropriate.

e. Emission Limitation:

PE from the stack shall not exceed 2.22 pound per hour which is applicable once U.S. EPA approves the December 1, 2006 version of OAC rule 3745-31-05 as part of the State Implementation Plan.

Applicable Compliance Method:

The hourly emission limitation was determined using Table I of OAC rule 3745-17-11. The maximum hourly process rate is 800 pounds per hour and Table I gives a corresponding allowable PE rate of 2.22 pounds per hour.

If required, compliance shall be demonstrated through emissions testing using US EPA Methods 1 through 5.

g) Miscellaneous Requirements

(1) None.

NOTICE OF REGISTRATION 40

TO:
ENVIRONMENTAL ENTERPRISES, INC.
4650 SPRING GROVE AVENUE
CINCINNATI OHIO 45232

RECEIVED - SWD AIR POLLUTION CONTROL
JUN 7 1993

FOR:

APPLICATION NO	1431072690 P009
EQUIPMENT DESCRIPTION	LAB HOOD #1 - FLASH POINT ANALYSIS
COMPANY ID	LAB HOOD #1
ISSUE DATE	06/11/93
EFFECTIVE DATE	06/11/93

(SEE ENCLOSED LETTER FOR EXPLANATION)

Donald R Schregardus

DIRECTOR

NOTICE OF REGISTRATION 40

TO:
ENVIRONMENTAL ENTERPRISES, INC.
4650 SPRING GROVE AVENUE
CINCINNATI OHIO 45232

RECEIVED - OHIO AIR POLLUTION CONTROL
JUN 7 1993

FOR:

APPLICATION NO	1431072090 P010
EQUIPMENT DESCRIPTION	LAB HOOD #2 - CYANIDE ANALYSIS
COMPANY ID	LAB HOOD #2
ISSUE DATE	06/11/93
EFFECTIVE DATE	06/11/93

(SEE ENCLOSED LETTER FOR EXPLANATION)

Donald R Schregardus

DIRECTOR

NOTICE OF REGISTRATION 40

TO:
ENVIRONMENTAL ENTERPRISES, INC.
4650 SPRING GROVE AVENUE
CINCINNATI OHIO 45232

RECEIVED - OHIO AIR POLLUTION CONTROL
7 1993

FOR:

APPLICATION NO	1431072690 P011
EQUIPMENT DESCRIPTION	LAB HOOD 43 - CYANIDE ANALYSIS
COMPANY ID	LAB HOOD #3
ISSUE DATE	06/11/93
EFFECTIVE DATE	06/11/93

(SEE ENCLOSED LETTER FOR EXPLANATION)

Donald R Schregardus

DIRECTOR

NOTICE OF REGISTRATION 40

TO:
ENVIRONMENTAL ENTERPRISES, INC.
4650 SPRING GROVE AVENUE
CINCINNATI OHIO 45232

RECEIVED
AUG 7 1995
Hamilton County Department of Environmental Services

FOR:

APPLICATION NO	1431072690 T001
EQUIPMENT DESCRIPTION	4000 GALLON WASTE OIL STORAGE TANK
COMPANY ID	HAMILTON TANK
ISSUE DATE	08/04/95
EFFECTIVE DATE	08/04/95

(SEE ENCLOSED LETTER FOR EXPLANATION)

Donald R Schneppendahl

DIRECTOR

NOTICE OF REGISTRATION 40

TO:
ENVIRONMENTAL ENTERPRISES, INC.
4650 SPRING GROVE AVENUE
CINCINNATI OHIO 45232

RECEIVED - SWD AIR POLLUTION CONTROL
SEP 16 1993

FOR:

APPLICATION NO	1431072690 P008
EQUIPMENT DESCRIPTION	SOLIDIFICATION PROCESS W/ROTOCLONE
COMPANY ID	SOLIDIFICATION MIXER
ISSUE DATE	09/16/93
EFFECTIVE DATE	09/16/93

(SEE ENCLOSED LETTER FOR EXPLANATION)

Donald R Schneiderhan

DIRECTOR

NOTICE OF REGISTRATION 40

TO:
ENVIRONMENTAL ENTERPRISES, INC.
4650 SPRING GROVE AVENUE
CINCINNATI OHIO 45232

RECEIVED - SWO AIR POLLUTION CONTROL
FEB 7 1986

FOR:

APPLICATION NO	14310/2690 P003
EQUIPMENT DESCRIPTION	WATER REACTIVE REACTOR
COMPANY ID	WATER REACTIVE REACTOR
ISSUE DATE	01/24/86
EFFECTIVE DATE	01/24/86

(SEE ENCLOSED LETTER FOR EXPLANATION)

DIRECTOR

Ohio Environmental Protection Agency

John R. Kasich, Governor
Mary Taylor, Lt. Governor
Craig W. Butler, Director

6/15/2017

Environmental Enterprises Inc
Daniel McCabe
4650 Spring Grove Ave
Cincinnati OH 45232

Re: Approval Under Ohio EPA National Pollutant Discharge Elimination System (NPDES)
Industrial Storm Water - OHR000006 General Permit (the permit)

Dear NOI Applicant

Your NPDES Notice of Intent application is approved for the following facility. Please use your Ohio EPA Facility Permit Number in all future correspondence.

Facility Name: Environmental Enterprises Inc
Facility Location: 4650 Spring Grove Ave
City/Twp: Cincinnati
County: Hamilton
Ohio EPA Facility Permit Number: 1GR01518*AG **U.S. EPA #:** OHGR01482
Effective Date: 7/1/2017

A copy of the permit may be viewed or downloaded from the following web address:

http://www.epa.ohio.gov/dsw/permits/gpfact.aspx

If you cannot access the permit online, contact Ohio EPA at 614-644-2001, and a copy will be mailed to the address you provide.

Please read and review the permit carefully. The permit contains requirements and prohibitions with which you must comply, including the submission of Discharge Monitoring Reports (DMRs). DMRs should be submitted online using the Ohio EPA eBusiness Center eDMR internet service. See http://epa.ohio.gov/dsw/edmr/eDMR.aspx for instructions. If you are unable to use this service due to a demonstrable hardship call 614-644-2001 to request paper DMR forms. Coverage under this permit will remain in effect until a renewal of the permit is issued by the Ohio EPA. If you have questions call 614-644-2001.

Sincerely,

Craig W. Butler
Director

cc: Osika, Mary
File

50 West Town Street • Suite 700 • P.O. Box 1049 • Columbus, OH 43216-1049
epa.ohio.gov • (614) 644-3020 • (614) 644-3184 (fax)

Ohio Environmental Protection Agency

Mike DeWine, Governor
Jon Husted, Lt. Governor
Anne M. Vogel, Director

March 28, 2023

Environmental Enterprises Inc
Daniel McCabe
4650 Spring Grove Ave
Cincinnati OH 45232

Re: Approval Under Ohio EPA National Pollutant Discharge Elimination System (NPDES) – Industrial Stormwater General Permit – OHR000007

Dear Applicant,

Your NPDES Notice of Intent (NOI) application is approved for the following facility/site. Please use your Ohio EPA Facility Permit Number in all future correspondence.

Facility Name:	Environmental Enterprises Inc
Facility Location:	4650 Spring Grove Ave
City:	Cincinnati
County:	Hamilton
Ohio EPA Facility Permit Number:	1GR01518*BG
Permit Effective Date:	April 1, 2023
Permit Expiration Date:	May 31, 2027

Please read and review the permit carefully. The permit contains requirements and prohibitions with which you must comply. A copy of the general permit may be viewed or downloaded from here. Coverage under this permit will remain in effect until a renewal of the permit is issued by the Ohio EPA.

If you need assistance or have questions, please call (614) 644-2001 and ask for Industrial Stormwater General Permit support or visit our website at epa.ohio.gov.

Sincerely,

Anne M Vogel

Anne M. Vogel
Director

50 West Town Street • Suite 700 • P.O. Box 1049 • Columbus, OH 43216-1049
epa.ohio.gov • (614) 644-3020 • (614) 644-3184 (fax)

Outfall: 001 111 - OHR000007 - Benchmark - Hazardous Waste TSDFs

Parameter	Sampling		Monitoring Months	Concentration Limits			
	Type	Frequency		Max	Min	Wkly	Mthly
00610 - Nitrogen, Ammonia (NH3) - mg/l	Grab	When Disch.	All	3.1			
00900 - Hardness, Total (CaCO3) - mg/l	Grab	When Disch.	All				
00720 - Cyanide, Total - mg/l	Grab	When Disch.	All	0.022			
01051 - Lead, Total (Pb) - ug/l	Grab	When Disch.	All	715			
00335 - Chemical Oxygen Demand (Low Level) - mg/l	Grab	When Disch.	All	120			
01027 - Cadmium, Total (Cd) - ug/l	Grab	When Disch.	All	21.6			
01077 - Silver, Total (Ag) - ug/l	Grab	When Disch.	All	17.3			
00927 - Magnesium, Total (Mg) - mg/l	Grab	When Disch.	All	0.064			
01002 - Arsenic, Total (As) - ug/l	Grab	When Disch.	All	340			
01147 - Selenium, Total (Se) - ug/l	Grab	When Disch.	All	5			
50092 - Mercury, Total (Low Level) - ng/l	Grab	When Disch.	All	1700			

Outfall: 002 111 - OHR000007 - Benchmark - Hazardous Waste TSDFs

Parameter	Sampling		Monitoring Months	Concentration Limits			
	Type	Frequency		Max	Min	Wkly	Mthly
00610 - Nitrogen, Ammonia (NH3) - mg/l	Grab	When Disch.	All	3.1			
00900 - Hardness, Total (CaCO3) - mg/l	Grab	When Disch.	All				
00720 - Cyanide, Total - mg/l	Grab	When Disch.	All	0.022			
01051 - Lead, Total (Pb) - ug/l	Grab	When Disch.	All	715			
00335 - Chemical Oxygen Demand (Low Level) - mg/l	Grab	When Disch.	All	120			
01027 - Cadmium, Total (Cd) - ug/l	Grab	When Disch.	All	21.6			
01077 - Silver, Total (Ag) - ug/l	Grab	When Disch.	All	17.3			
00927 - Magnesium, Total (Mg) - mg/l	Grab	When Disch.	All	0.064			
01002 - Arsenic, Total (As) - ug/l	Grab	When Disch.	All	340			
01147 - Selenium, Total (Se) - ug/l	Grab	When Disch.	All	5			
50092 - Mercury, Total (Low Level) - ng/l	Grab	When Disch.	All	1700			

WASTEWATER DISCHARGE PERMIT

Permittee: Environmental Enterprises, Inc.

Address: 4650 Spring Grove Avenue
Cincinnati OH 45232

MSD Permit Number: SIU-42
Effective Date: 01/01/2021
Expiration Date: 12/31/2025

In accordance with the provisions of Article XV, Rules and Regulations of the Metropolitan Sewer District of Greater Cincinnati, Hamilton County, Ohio (known hereinafter as "MSD"), the Permittee is authorized to discharge into the Wastewater Treatment System of MSD subject to the conditions set forth herein.

Issuance of this permit does not constitute expressed or implied approval or permission for a violation of any provision of MSD Rules and Regulations, nor does issuance constitute a waiver by the Department of Sewers, City of Cincinnati, or the Board of County Commissioners of Hamilton County, Ohio, of the right to seek any lawful remedy or penalty for any such violation.

In case the permit makes reference to, or includes in its terms, a plan for pretreating wastewater before its discharge into the Wastewater Treatment System, the issuance of the permit shall not constitute expressed or implied agreement or guarantee that the pretreatment facility constructed in accordance with said plan will operate as intended or in compliance with applicable MSD Rules and Regulations, or that the wastewater so pretreated will be acceptable for discharge to the Wastewater Treatment System.

This permit may be modified by MSD, as required or authorized by MSD Rules and Regulations, or as required by the Federal Government or agencies thereof.

Failure on the part of the Permittee to fulfill any of the specified conditions shall be sufficient cause for immediate revocation of this permit. This permit is further subject to termination upon thirty (30) days written notice to the Permittee by an authorized representative of MSD.

Violations of this permit are punishable by civil penalties of up to $10,000 per violation and by criminal penalties of up to $25,000 per violation or six months in prison or both.

This Permit is transferrable only as specified in Section 1505.5 of the MSD Rules and Regulations.

Superintendent
Compliance Services Division

Director

PERMIT CONDITIONS

1. The Permittee shall comply with the MSD Rules and Regulations or with federal regulations if more stringent. (Sections 204 and 402)

2. The Permittee shall allow MSD and any accompanying EPA personnel access to the premises for inspection or sampling. Any special facility requirements imposed on MSD and any accompanying EPA personnel by the Permittee, including but not limited to security or safety, shall be incurred at the Permittee's expense. (Sections 2101 and 1507.1)

3. The Permittee shall promptly report to MSD any changes in locations, ownership, industrial processes, access procedures, discharges (quantity or quality), or chemical storage procedures. (Sections 1505.2 and 1505.6)

4. The Permittee shall notify MSD immediately in the event of any accident, negligence, fire, flood, watermain break or other occurrence having a reasonable probability of causing a discharge or interference to the public sewer system or other connected conveyance. Notifications shall be made immediately by telephoning MSD at 513-557-7000, 8:00 a.m. to 4:30 p.m., Monday through Friday and 513-352-4900 at all other times, and shall include a description of the manner in which discharges in violation of this permit will be prevented including ceasing industrial discharges if necessary. Within five days of the date of any such occurrence, a detailed written statement describing the causes of the discharge and the measures being taken to prevent its future occurrence shall be submitted by the Permittee to MSD, addressed to The Metropolitan Sewer District, Commercial Waste Group, 1600 Gest Street, Cincinnati, Ohio 45204. (Section 1506.6)

5. The Permittee shall discharge wastewater in conformance with the information contained in the permit application, stormwater management plan, toxic organic management plan, Best Management Practices, and Accidental Discharge/Slug Discharge control plan on file with MSD.

6. The Permittee shall retain and preserve for no less than five (5) years, any records, books, documents, memoranda, reports, correspondence, and any and all summaries thereof, relating to monitoring, sampling, and chemical analyses made by or on behalf of said Permittee. (Sections 409 and 1506.13)

7. When the Permittee's monitoring of its wastewater discharge discloses a violation, the Permittee must notify MSD Commercial Waste Group within 24-hours and within thirty (30) days shall submit to MSD in writing the results of repeat sampling and analysis. The 24-hour notification may be by telephone (513-557-7000) or email at msdviolations@cincinnati-oh.gov.

8. If the Permittee monitors its wastewater for any pollutant more often than is required by this Wastewater Discharge Permit, the results of the additional monitoring shall be included in the next periodic report to MSD.

9. Of the following permit conditions, only those marked with an "X" are applicable to the Permittee.
   (X) The Permittee's discharge shall conform to the wastewater flows and characteristics listed in Attachment "A". (Section 1505.2)
   (X) The Permittee shall perform the required monitoring and submit signed reports as described in Attachment "B". (Section 1505.2)

ATTACHMENT A

Permittee: Environmental Enterprises, Inc.

Address: 4650 Spring Grove Avenue
Cincinnati OH 45232

MSD Permit Number: SIU-42
Effective Date: 01/01/2021
Expiration Date: 12/31/2025

The following limitations and conditions apply to the Permittee's effluent wastewater until such time as this Attachment is modified or revoked:

1. The Permittee shall maintain the **pH** of its wastewater discharged to the MSD sewer system within the range of 5 to 12.5 Standard Units at all times in compliance with Sections 1502.1 (B) of the Metropolitan Sewer District Rules and Regulations.

2. The Permittee shall not discharge to the MSD sewer system waste or wastewater that contains pollutants which create a fire or explosion hazard in the POTW, including, but not limited to, wastestreams with a **closed cup flashpoint** of less than 140 degrees Fahrenheit or 60 degrees Celsius using the test methods specified in 40 CFR 261.21.

3. The Permittee shall not discharge to the MSD sewer system any liquid or vapor having a temperature higher than 150 degrees Fahrenheit or which produces a **temperature** of 104 degrees Fahrenheit or greater in wastewater entering a wastewater treatment plant.

4. At no time shall the Permittee's discharge flow exceed the instantaneous practical flow rate capacity of the primary measuring device, sample location, building drain, building sewer, private sewer, public sewer, private manhole, public manhole or pump station servicing the facility, or cause a dry-weather overflow from the public sewer.

5. **Facility Discharge Limits.** The Permittee shall not discharge to the MSD sewer system waste or wastewater with concentrations of pollutants that exceed the following values:

Sample Location	Pollutant	Daily Limit	Monthly Average	Required Sample Type	Sample Frequency	Report Frequency
42-02	Flow, Total	NA	NA	Batch	Every Batch	Semi-Annually
42-02	pH	5.0-12.5 S.U.	NA	Batch	Every Batch	Violations Only
42-02	Oil & Grease (NonBio)	50.0 mg/L	NA	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Antimony	0.249 mg/L	0.206 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Arsenic	0.162 mg/L	0.104 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Cadmium	0.474 mg/L	0.0962 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Chromium	0.947 mg/L	0.487 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Cobalt	0.192 mg/L	0.124 mg/L	Batch	4 Days Semi-Annually	Semi-Annually

Sample Location	Pollutant	Daily Limit	Monthly Average	Required Sample Type	Sample Frequency	Report Frequency
42-02	Copper	0.405 mg/L	0.301 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Lead	0.222 mg/L	0.172 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Mercury	0.00234 mg/L	0.000739 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Nickel	3.95 mg/L	1.45 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Silver	0.12 mg/L	0.0351 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Tin	0.409 mg/L	0.12 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Titanium	0.0947 mg/L	0.0618 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Vanadium	0.218 mg/L	0.0662 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Zinc	2.87 mg/L	0.641 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Cyanide (Total)	15.0 mg/L	NA	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Cyanide (Free)	3.0 mg/L	NA	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Carbazole	0.392 mg/L	0.233 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	n-Decane	5.79 mg/L	3.31 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	2,4,6-Trichlorophenol	0.155 mg/L	0.106 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Bis(2-ethylhexyl)phthalate	0.267 mg/L	0.158 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Fluoranthene	0.787 mg/L	0.393 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	n-Octadecane	1.22 mg/L	0.925 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	o-Cresol	1.92 mg/L	0.561 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	p-Cresol	0.698 mg/L	0.205 mg/L	Batch	4 Days Semi-Annually	Semi-Annually

SAMPLING LOCATION(S)

42-02 PROCESS FLOW: Northeast flume in pit within cage along front of building on Spring Grove Avenue.

ATTACHMENT B

Permittee:	Environmental Enterprises, Inc.		
		MSD Permit Number:	SIU-42
Address:	4650 Spring Grove Avenue	**Effective Date:**	01/01/2021
	Cincinnati OH 45232	**Expiration Date:**	12/31/2025

The following provisions shall apply to the Permittee until such time as this Attachment is modified or revoked:

1. Permittees seeking renewal of a Wastewater Discharge Permit shall apply in writing between 60 to 90 days before the expiration date of the current permit. The application for renewal shall be submitted on the form provided by MSD and shall state significant changes in the quantity and quality of the wastewater or shall certify that there are no such significant changes. The Permittee shall submit this information to MSD Commercial Waste Group by certified or registered U.S. Mail.

2. In the event that the Permittee does not discharge during a reporting period, the Permittee shall submit a report on the MSD Periodic Compliance Report form certifying to MSD Commercial Waste Group that process discharges did not occur during the reporting period. This certification is in lieu of sampling and no other sampling, analysis or reports, as listed in Attachment A or Attachment B, is required.

3. The Permittee shall timely pay all service charges, surcharges, sampling fees, permit fees and costs of any work required to clear and/or repair wastewater treatment works affected by the user's discharge or operations.

4. The Permittee shall not bypass its wastewater pretreatment system or approved sample location without prior notice to the MSD Commercial Waste Group. In the case of an unanticipated bypass the Permittee shall notify the Commercial Waste Group as soon as practical and within five (5) days submit a written description explaining its cause, duration, and steps taken to reduce, eliminate and prevent future bypasses. Approval of a bypass does not in any way prohibit the District from recovery of damages or assessment of penalties for violations.

5. The Permittee shall provide facilities and procedures for the protection of the wastewater treatment system from the accidental discharge of prohibited materials and slug discharges. The Permittee shall notify the District immediately of any accidental discharge or slug discharge. Notification may be made by telephone to 513-557-7000 during business hours or 513-352-4900 at all other times.

6. The Permittee shall perform periodic self-monitoring of its wastewater at the sampling location(s) defined in Attachment A of this permit according to the table specified in Attachment A, Item 5 of this permit by collecting data representative of the quality and quantity of its wastewater effluent. The Permittee shall submit this data to MSD Commercial Waste Group by certified or registered U.S. Mail within forty-five (45) days of the last day of the month in which the monitoring was performed. The Permittee shall use the enclosed MSD Periodic Compliance Report Form or an MSD approved facsimile. The monitoring report shall include:

   A. Wastewater flow rates for each 24-hour sampling period from each sampling location described in this Attachment.

   B. The chemical identities, concentrations, and methods of analysis of the regulated pollutants as listed in Item 5 of Attachment A of this permit and as required for periodic monitoring.

7. The Permittee shall use the applicable sampling and test procedures found in the most recent edition of the U.S. EPA, Code of Federal Regulations, Title 40, Part 136 (40 CFR 136).

8. Where applicable the Permittee shall periodically submit separate written reports of add and subtract meter readings and wastewater discharge volumes on the form provided by MSD for billing purposes to:

   Metropolitan Sewer District
   Division of Wastewater Administration/Accounting Section
   1600 Gest Street
   Cincinnati, Ohio 45204
   Attention: Brahima Camara
   Or by email to: Brahima.Camara@cincinnati-oh.gov

   The dates when the reports are due, and the reporting periods of the volumetric discharges, are normally specified on the billing notices from the Greater Cincinnati Water Works.

   All reports shall contain detailed information and follow specific submitting instructions. These are outlined in the confirmation letter from the Division of Wastewater Administration after the meter installation is inspected.

   Auxiliary meters shall be installed in accordance with the standards, rules and regulations of the applicable public water works. Auxiliary meters shall not be relocated, taken out of service, or put into a different service. Auxiliary meters shall be maintained at the owner's expense.

9. The Permittee must notify MSD 48 hours prior to each and every batch discharge of process wastewater. Notification may be made to the MSD Commercial Waste Group by email to MSDBatchDischarge@cincinnati-oh.gov, telephone to 513-557-7000 or by facsimile transmittal to 513-557-7050.

10. The Permittee shall completely mix and discharge the entire contents of the batch tank. Discharge shall be released at a reasonable rate over a period of time. The Permitee must record the date, time, volume, pH, and sampler's name for each and every batch discharge of process wastewater. These records must be on hand and immediately available to MSD personnel upon request.

11. Once during each calendar year the Permittee shall submit to the Metropolitan Sewer District a periodic certification statement that the Permittee is operating its treatment systems to provide equivalent treatment as set forth in Title 40 Code of Federal Regulations 437.41(b).

12. Once each calendar year the Permittee shall report to the Metropolitan Sewer District the results of analyzing representative samples for PCBs and pesticides. As an alternative to sampling for PCBs and pesticide pollutants, the Permittee may submit an annual written certification stating that no material having the PCB or pesticide pollutants were discharged during the previous twelve months.

13. Once during each calendar year the Permittee shall report to the Metropolitan Sewer District the results of analyzing representative samples of its wastewater to MSD for ionizing radiation (alpha, beta and gamma). As an alternative to monitoring for radiation pollutants, the Permittee may submit an annual written certification stating that no materials having the listed radiation pollutants above background levels were processed or discharged during the previous twelve months.

14. The Permitee shall characterize by laboratory analysis each new waste stream for compliance with the limits set forth in Attachment A, Item 5 of this permit. In the event that the laboratory characterization demonstrates levels above the allowable limits the Permittee shall develop and follow a treatment plan for this waste stream. The treatment plan for each waste stream shall be on hand and available for inspection.

15. The Permittee shall document each waste stream accepted for discharge to MSD in the Wastewater Discharge Permit Application on file with the Compliance Services Division. In the event that additional waste streams are accepted, the Permitee shall amend the Wastewater Discharge Permit Application by means of written notice to the Compliance Services Division. The notice, laboratory characterization and treatment plan shall be submitted pirior to the date of discharge of the wastestream.

IUN 42 [Monitoring-SMR]

LAB REPORT	SIGNATURE	MSD SIU PERIODIC COMPLIANCE REPORT	PAGE 1 OF 2
DATE RECEIVED	INITIALS	Report due 45 days after the month of sampling.	PERMIT NO. SIU-42 Permit Expiration Date 12/31/2025

1. Name of Company Having Wastewater Discharge
Environmental Enterprises, Inc.

2. Has the Ownership or Occupancy Changed Since the Last Report?
☐ Yes ☐ No

3. Address of Wastewater Discharge
4650 SPRING GROVE AV
Cincinnati, OH 45232

4. Name of Industrial Wastewater Contact
Warren G., Taylor

5. Phone Number
513-541-1823

6. Mailing Address
4650 Spring Grove Avenue
Cincinnati, OH 45232

7. SIC Number
9511

8. Reporting Period

9. Name of Lab Performing Analysis

10. Sample Location
42-02 - PROCESS FLOW: Northeast flume in pit within cage along front of building on Spring Grove Avenue.

Date of Collection						
PARAMETER	UNITS	RESULT	RESULT	RESULT	RESULT	RESULT
Flow, Total	Gallon					
Oil & Grease (NonBio)	mg/L					
Antimony	mg/L					
Arsenic	mg/L					
Cadmium	mg/L					
Chromium	mg/L					
Cobalt	mg/L					
Copper	mg/L					
Lead	mg/L					
Mercury	mg/L					
Nickel	mg/L					
Silver	mg/L					
Tin	mg/L					
Titanium	mg/L					
Vanadium	mg/L					
Zinc	mg/L					
Cyanide (Total)	mg/L					
Cyanide (Free)	mg/L					
Carbazole	mg/L					
n-Decane	mg/L					
2,4,6-Trichlorophenol	mg/L					
Bis(2-ethylhexyl)phthalate	mg/L					
Fluoranthene	mg/L					
n-Octadecane	mg/L					
o-Cresol	mg/L					

CERTIFICATION BY PERMITTEE

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature of responsible company official: **Date:**

Print name of official: **Title:**

IUN 42 [Monitoring-SMR]

LAB REPORT	SIGNATURE	MSD SIU PERIODIC COMPLIANCE REPORT	PAGE 2 OF 2
DATE RECEIVED	INITIALS	Report due 45 days after the month of sampling.	PERMIT NO. **SIU-42** Permit Expiration Date 12/31/2025

1. Name of Company Having Wastewater Discharge
Environmental Enterprises, Inc.

2. Has the Ownership or Occupancy Changed Since the Last Report?
☐ Yes ☐ No

3. Address of Wastewater Discharge
4650 SPRING GROVE AV
Cincinnati, OH 45232

4. Name of Industrial Wastewater Contact
Warren G., Taylor

5. Phone Number
513-541-1823

6. Mailing Address
4650 Spring Grove Avenue
Cincinnati, OH 45232

7. SIC Number
9511

8. Reporting Period

9. Name of Lab Performing Analysis

10. Sample Location
42-02 - PROCESS FLOW: Northeast flume in pit within cage along front of building on Spring Grove Avenue.

Date of Collection						
PARAMETER	**UNITS**	**RESULT**	**RESULT**	**RESULT**	**RESULT**	**RESULT**
p-Cresol	mg/L					

AA = less than Method Detection Limit
AH = Certification in lieu of monitoring

CERTIFICATION BY PERMITTEE

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature of responsible company official: **Date:**

Print name of official: **Title:**

Permit Fact Sheet

FACILITY INFORMATION:

Facility Name: Environmental Enterprises, Inc. **Facility ID:** 42

Physical Location: 4650 Spring Grove Avenue
Cincinnati, OH 45232 **Municipal Sewer:** 450 GPD

Facility Type: Significant Industrial User

Regulation Standard: Local Limits: MIL, Federal: 437 D

CONTROL PLANS:

Certification - Equivalent Trt
Received: 1/21/2020 Status: Approved Approval Date: 1/24/2020
Last Review Date: 10/21/20 Comments:
Last Review By: Luecke

Certification - PCBs and Past.
Received: 1/21/2020 Status: Approved Approval Date: 1/24/2020
Last Review Date: 10/21/20 Comments:
Last Review By: Luecke

Certification - Radiation
Received: 1/21/2020 Status: Approved Approval Date: 1/24/2020
Last Review Date: 10/21/20 Comments:
Last Review By: Luecke

Certification - Zero Discharge
Received: Status: Approved Approval Date: 10/23/2020
Last Review Date: 10/21/20 Comments: Certification on PCR that no process waste water discharged in previous semi-annual period
Last Review By: Luecke

SITE OPERATION INFORMATION:

Start of Operation at current address: 1979 **Years at current address:** 42

Operation Description: This facility is permitted as a Significant Industrial User since they are categorical under 40 CFR 437D as a central waste treatment facility for hazardous, non hazardous, liquid and solid wastes.

Wastes are received, logged in, and sorted to specific storage areas. There are thirteen different storage areas to segregate wastes by type. Drums are loaded onto skids and stacked two high. Each drum is given an ID number for tracking. Roll-off boxes and empty drums are stored outside on the pavement. The facility's processes include waste treatment and the by-products are hauled off-site for use/reuse/disposal. Treatment processes include pH neutralization, metals/solids precipitation, solidifying and filtering. Gold, silver and copper recovery electroplating is also done at the facility. The facility also collects oil, antifreeze, paper, ferrous and other metals to be sent off-site for recycling. Support activities include air compressors, boiler, nitrogen compressors, process lab, rotoclone, lab water system, and offices are also operated at this site. The facility has an annex for paint disposal, and PCB transfer/shipment point.

Storm water is collected from all paved areas and trickled through a shaft where a furnace/blower evaporates the water. Storm water concentrate that is not evaporated is treated along with other wastewaters. The facility can store 20,000 gals of storm water and evaporates up to 1,000 gpd.

The facility does not discharge process wastewater and discharges sanitary wastewater only. A pH monitor is in place, but has not run since May 5, 2001.

Permit Fact Sheet

SAMPLE LOCATION INFORMATION:

Name: 42-02 **Type:** IU **Category:** Flume other

Description: PROCESS FLOW: Northeast flume in pit within cage along front of building on Spring Grove Avenue.

Geo Locations: Down Stream CSO: 026; Down Stream SSO: 1066; Mill Creek WWTP

Class: C-1D **MSD Sample Location?:** Y **PCR Sample Location?:** Y

CWF Location?: N **End of Pipe?:** N

SAMPLE LOCATION FLOW INFORMATION:

Flow Stream Name	Flow Direction	Flow Type	Status	Regulation Description	Comments	Reading Type	Flow
Process Flow	Outgoing	Sewered Flow	A	Centralized Waste Treatment (ABC Wastestreams) 437	Zero discharger - process flow hauled off-site	Estimate from Water Balance	2,066 GPD

PERIODIC COMPLIANCE REPORTS INFORMATION:

Sampling Location: **42-02**

PCR Reporting Frequency: Semi-Annually

PCR Reporting Begin Date: January 01, 2021

SAMPLE LOCATION DISCHARGE LIMITS:

		FED	LOCAL	Most Stringent
Oil & Grease (NonBio)	Daily Maximum	-	50.000	50.000
Antimony	Daily Maximum	0.249	-	0.249
	Monthly Average	0.206	-	0.206
Arsenic	Daily Maximum	0.162	-	0.162
	Monthly Average	0.104	-	0.104
Cadmium	Daily Maximum	0.474	6.000	0.474
	Monthly Average	0.096	-	0.096
Chromium	Daily Maximum	0.947	10.000	0.947
	Monthly Average	0.487	-	0.487
Cobalt	Daily Maximum	0.192	-	0.192
	Monthly Average	0.124	-	0.124
Copper	Daily Maximum	0.405	10.000	0.405
	Monthly Average	0.301	-	0.301
Lead	Daily Maximum	0.222	6.000	0.222
	Monthly Average	0.172	-	0.172

Permit Fact Sheet

		FED	LOCAL	Most Stringent
Mercury	Daily Maximum	0.002	0.020	0.002
	Monthly Average	0.001	-	0.001
Nickel	Daily Maximum	3.950	10.000	3.950
	Monthly Average	1.450	-	1.450
Silver	Daily Maximum	0.120	-	0.120
	Monthly Average	0.035	-	0.035
Tin	Daily Maximum	0.409	-	0.409
	Monthly Average	0.120	-	0.120
Titanium	Daily Maximum	0.095	-	0.095
	Monthly Average	0.062	-	0.062
Vanadium	Daily Maximum	0.218	-	0.218
	Monthly Average	0.066	-	0.066
Zinc	Daily Maximum	2.870	10.000	2.870
	Monthly Average	0.641	-	0.641
Cyanide (Total)	Daily Maximum	-	15.000	15.000
Cyanide (Free)	Daily Maximum	-	3.000	3.000
Carbazole	Daily Maximum	0.392	-	0.392
	Monthly Average	0.233	-	0.233
n-Decane	Daily Maximum	5.790	-	5.790
	Monthly Average	3.310	-	3.310
2,4,6-Trichlorophenol	Daily Maximum	0.155	-	0.155
	Monthly Average	0.106	-	0.106
Bis(2-ethylhexyl)phthalate	Daily Maximum	0.267	-	0.267
	Monthly Average	0.158	-	0.158
Fluoranthene	Daily Maximum	0.787	-	0.787
	Monthly Average	0.393	-	0.393
n-Octadecane	Daily Maximum	1.220	-	1.220
	Monthly Average	0.925	-	0.925
o-Cresol	Daily Maximum	1.920	-	1.920
	Monthly Average	0.561	-	0.561
p-Cresol	Daily Maximum	0.698	-	0.698

Permit Fact Sheet

		FED	LOCAL	Most Stringent
p-Cresol	Monthly Average	0.205	-	0.205

All limits are in mg/L.

OHIO ENVIRONMENTAL PROTECTION AGENCY

Permit to Install

Application No. 05-4660

Applicant's Name: Environmental Enterprises, Inc. Permit Fee $100.00

Address: 4650 Spring Grove Avenue

City: Cincinnati State: Ohio 45232

Person to Contact: Mr. Gary Davis, Vice President
Telephone: (513) 541-7823

Description of Proposed Source: Modification to Install Additional Pretreatment Equipment, Cincinnati, Metropolitan Sewer District, Hamilton County

Issuance Date: December 12, 1991

Effective Date: December 12, 1991

The above named entity is hereby granted a permit to install for the above described source pursuant to Chapter 3745-31 of the Ohio Administrative Code. Issuance of this permit does not constitute expressed or implied approval or agreement that, if constructed or modified in accordance with the plans included in the application, the above described source of environmental pollutants will operate in compliance with applicable State and Federal laws and regulations, and does not constitute expressed or implied assurance that if constructed or modified in accordance with those plans and specifications, the above described source of pollutants will be granted the necessary operating permits. This permit is granted subject to the following conditions attached hereto:

Ohio Environmental Protection Agency

Donald R. Schregardus
Director
P. O. Box 1049, 1800 WaterMark Dr.
Columbus, Ohio 43266-0149

Page 43 of 98

OHIO ENVIRONMENTAL PROTECTION AGENCY

Permit to Install

Application No. 05-2585

Applicant's Name: Environmental Enterprises Permit Fee $50.00

Address: 4650 Spring Grove Avenue

City: Cincinnati State: Ohio 45232

Person to Contact: Gary Davis
Telephone: (513) 541-1823

Description of Proposed Source: Pretreatment - Sludge Filter Press

Issuance Date: Janaury 28, 1988

Effective Date: January 28, 1988

The above named entity is hereby granted a permit to install for the above described source pursuant to Chapter 3745-31 of the Ohio Administrative Code. Issuance of this permit does not constitute expressed or implied approval or agreement that, if constructed or modified in accordance with the plans included in the application, the above described source of environmental pollutants will operate in compliance with applicable State and Federal laws and regulations, and does not constitute expressed or implied assurance that if constructed or modified in accordance with those plans and specifications, the above described source of pollutants will be granted the necessary operating permits. This permit is granted subject to the following conditions attached hereto:!

Ohio Environmental Protection Agency

Richard L. Shank

Richard L. Shank, Ph.D.
Director
P. O. Box 1049, 1800 WaterMark Dr.
Columbus, Ohio 43266-0149

Page 44 of 98

Printed on Recycled Paper

City of Cincinnati

Department of Safety — **Division of Fire**

Permit

Permit Number: ***FC20181302***
Fire Company: E38
Fire District: D-3

Premise Address:
ENVIRONMENTAL ENTERPRISES INC.
4650 SPRING GROVE AVENUE

To: ***ENVIRONMENTAL ENTERPRISES INC.***
4650 SPRING GROVE AVENUE
CINCINNATI, OHIO 45232

PURSUANT TO THE PROVISIONS OF THE CINCINNATI FIRE PREVENTION CODE SECTION 105.6.08
THIS PERMIT IS GRANTED TO ENVIRONMENTAL ENTERPRISES INC.
FOR THE PURPOSE OF COMPRESSED GASES

STORAGE AND/OR HANDLING OF COMPRESSED GASES 2400 CU FT/
LPG 200 CU FT CYLINGERS-NITROGEN

THIS PERMIT EXPIRES: 09/30/2019

This permit is used and accepted subject to all applicable provisions of the Cincinnati Fire Prevention Code now adopted, or that may hereafter be adopted.
This permit does not take the place of any license required by law and is not transferable. Any change in the use or occupancy of premises shall require a new permit.

FIRE CHIEF

THE PERMIT MUST AT ALL TIMES BE POSTED ON THE PREMISES MENTIONED ABOVE

Printed on Recycled Paper

City of Cincinnati

Department of Safety

Division of Fire

Permit

Permit Number: ***FC20181303***
Fire Company: E38
Fire District: D-3

Premise Address:
ENVIRONMENTAL ENTERPRISES INC.
4650 SPRING GROVE AVENUE

To: ***ENVIRONMENTAL ENTERPRISES INC.***
4650 SPRING GROVE AVENUE
CINCINNATI, OHIO 45232

PURSUANT TO THE PROVISIONS OF THE CINCINNATI FIRE PREVENTION CODE SECTION 105.6.16
THIS PERMIT IS GRANTED TO ENVIRONMENTAL ENTERPRISES INC.
FOR THE PURPOSE OF FLAMMABLE AND COMBUSTIBLE LIQUIDS

STORAGE AND/OR HANDLING OF FLAMMABLE AND/OR COMBUSTIBLE LIQUIDS

THIS PERMIT EXPIRES: 09/30/2019

This permit is used and accepted subject to all applicable provisions of the Cincinnati Fire Prevention Code now adopted, or that may hereafter be adopted.
This permit does not take the place of any license required by law and is not transferable. Any change in the use or occupancy of premises shall require a new permit.

FIRE CHIEF

THE PERMIT MUST AT ALL TIMES BE POSTED ON THE PREMISES MENTIONED ABOVE

Printed on Recycled Paper

City of Cincinnati

Department of Safety

Division of Fire

Permit

Permit Number: ***FC20181304***
Fire Company: E38
Fire District: D-3

Premise Address:
ENVIRONMENTAL ENTERPRISES INC.
4650 SPRING GROVE AVENUE

To: ***ENVIRONMENTAL ENTERPRISES INC.***
4650 SPRING GROVE AVENUE
CINCINNATI, OHIO 45232

PURSUANT TO THE PROVISIONS OF THE CINCINNATI FIRE PREVENTION CODE SECTION 105.6.11
THIS PERMIT IS GRANTED TO ENVIRONMENTAL ENTERPRISES INC.
FOR THE PURPOSE OF CUTTING AND WELDING

WELDING AND/OR CUTTING OPERATION

THIS PERMIT EXPIRES: 09/30/2019

This permit is used and accepted subject to all applicable provisions of the Cincinnati Fire Prevention Code now adopted, or that may hereafter be adopted.
This permit does not take the place of any license required by law and is not transferable. Any change in the use or occupancy of premises shall require a new permit.

FIRE CHIEF

THE PERMIT MUST AT ALL TIMES BE POSTED ON THE PREMISES MENTIONED ABOVE

Printed on Recycled Paper

City of Cincinnati

Department of Safety

Division of Fire

Permit

Permit Number: ***FC20181305***
Fire Company: E38
Fire District: D-3

Premise Address:
ENVIRONMENTAL ENTERPRISES INC.
4650 SPRING GROVE AVENUE

To: ***ENVIRONMENTAL ENTERPRISES INC.***
4650 SPRING GROVE AVENUE
CINCINNATI, OHIO 45232

PURSUANT TO THE PROVISIONS OF THE CINCINNATI FIRE PREVENTION CODE SECTION 105 6.20
THIS PERMIT IS GRANTED TO ENVIRONMENTAL ENTERPRISES INC.
FOR THE PURPOSE OF HAZARDOUS MATERIALS

STORAGE AND/OR HANDLING OF HAZARDOUS MATERIALS

THIS PERMIT EXPIRES: 09/30/2019

This permit is used and accepted subject to all applicable provisions of the Cincinnati Fire Prevention Code now adopted, or that may hereafter be adopted.
This permit does not take the place of any license required by law and is not transferable. Any change in the use or occupancy of premises shall require a new permit.

FIRE CHIEF

THE PERMIT MUST AT ALL TIMES BE POSTED ON THE PREMISES MENTIONED ABOVE

ENVIRONMENTAL ENTERPRISES INCORPORATED

TREATMENT FACILITY
4650 Spring Grove Avenue
Cincinnati, OH 45232
Phone: (513) 541-1823
Fax: (513) 541-1638
EPA ID#: OHD 083377010

OFFICE/LABORATORY
10163 Cincinnati-Dayton Road
Cincinnati, OH 45241
Phone: (513) 772-2818
Fax: (513) 782-8950
(800) 722-2818

RE: DOT Security Pan

To Whom It May Concern:

This is to inform you that effective September 25, 2003, Environmental Enterprises, Inc. (EEI) developed and implemented a security plan to address the security risks of the hazardous materials shipped and received by EEI. This written plan conforms to Department of Transportation's regulations for security plans listed in 49 CFR 172.800, which require performing an assessment of the possible security risks for hazardous materials transported and received and providing the measures to address the assessed risks.

The components of EEI Security Plan includes EEI security policies and procedures for addressing security risks for the three elements listed in §172.802: personnel security, (assuring that applicants are evaluated for security risks); facility security, (preventing unauthorized access to hazardous materials while on site); and en route security of the hazardous materials transported by EEI.

Environmental Enterprises, Inc. (EEI) is committed to providing a safe work environment. EEI is also committed to providing adequate security measures to ensure the physical safety of employees, customers, and the general public, and to reduce or prevent loss or damage to the equipment or the facility.

EEI's security Plan contains Sensitive Security Information (SSI) that is controlled under 49 CFR parts 15 and 1520 and may not be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, without the written permission of the Administrator of the Transportation Security Administrator, or the Secretary of the Department of Transportation. EEI will not release this plan or share information regarding this plan with any person outside the company, other than, as required by law and regulation, to a duly authorized officer of a law enforcement or regulatory agency, without the express written consent of executive management.

For additional questions regarding the security plan, please contact your EEI sales representative.

Sincerely,

Environmental Enterprises, Inc.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION

HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR(S) 2025-2026

Registrant: ENVIRONMENTAL ENTERPRISES INC
ATTN: Daniel J McCabe
4650 SPRING GROVE AVE
Cincinnati, OH 45232

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 062425550249H Effective: July 1, 2025 Expires: June 30, 2026

HM Company ID: 17873

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

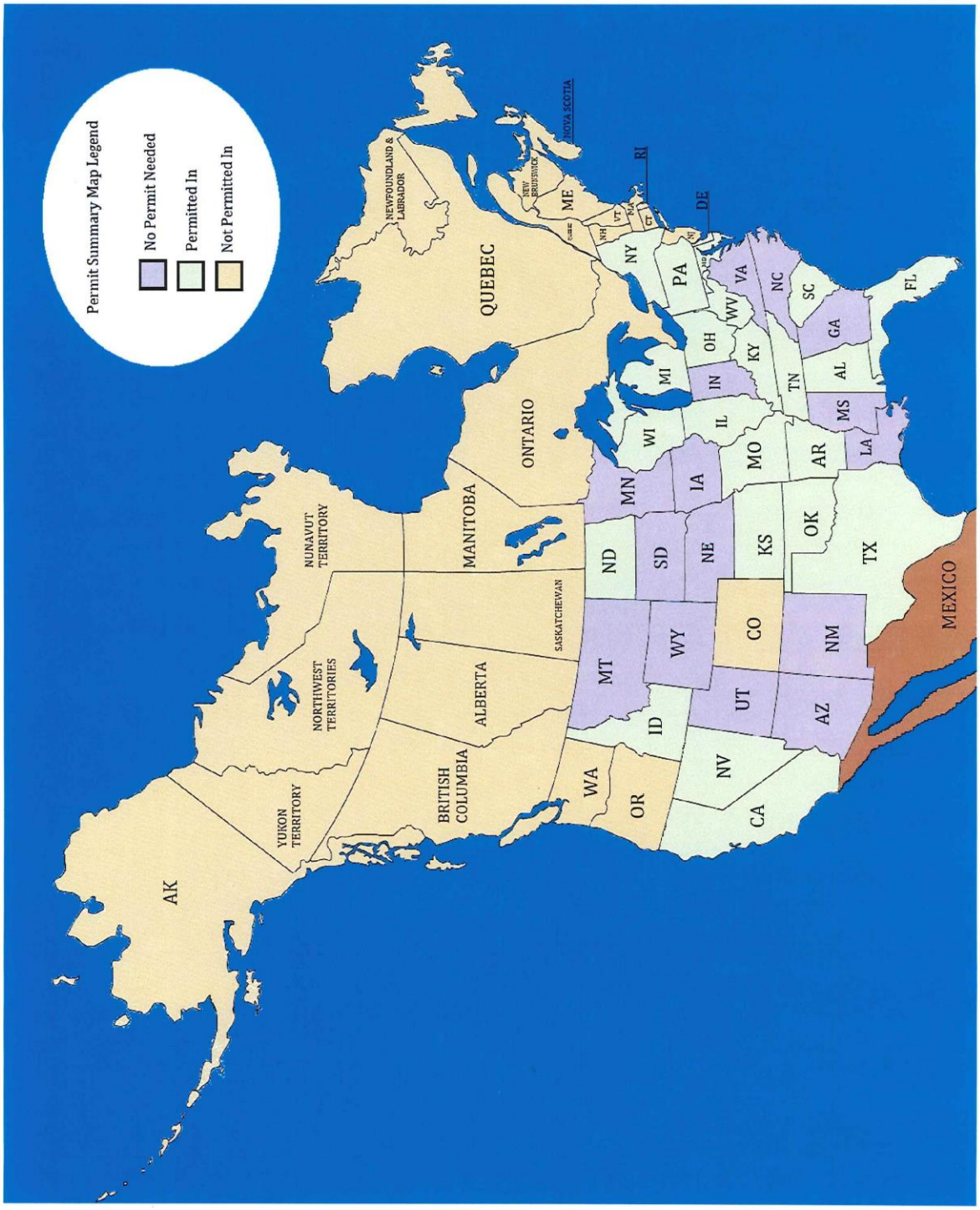
(1) A copy of the registration statement filed with PHMSA; and

(2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, D.C. 20590, telephone (202) 366-4109.


Permit Summary Map Legend
No Permit Needed
Permitted In
Not Permitted In
NEWFOUNDLAND & LABRADOR
QUEBEC
ONTARIO
MANITOBA
SASKATCHEWAN
ALBERTA
BRITISH COLUMBIA
YUKON TERRITORY
NORTHWEST TERRITORIES
NUNAVUT TERRITORY
NOVA SCOTIA
NEW BRUNSWICK
PRINCE EDWARD ISLAND
AK
WA
OR
CA
ID
NV
MT
WY
UT
AZ
CO
NM
ND
SD
NE
KS
OK
TX
MN
IA
MO
AR
LA
WI
IL
MS
MI
IN
TN
KY
OH
WV
AL
GA
FL
SC
NC
VA
PA
NY
ME
VT
NH
MA
RI
CT
NJ
DE
MD
MEXICO

Environmental Protection Agency

EPA.Ohio.gov

Mike DeWine, *Governor* Jim Tressel, *Lt. Governor* John Logue, *Director*

June 27, 2025

Mr. Daniel McCabe
Environmental Enterprises, Inc.
10163 Cincinnati-Dayton Road
Cincinnati, Ohio 45241

Re: Environmental Enterprises Inc.
Inspection or Compliance Review
Letter of Compliance or Acknowledgement
RCRA C - Hazardous Waste
Hamilton County
OHD083377010

Hazardous Waste Program - DERR

Subject: CEI Letter of Compliance

Dear Mr. McCabe:

Thank you for having Tim Ernstes, Gary Davis, Melissa Joering and Warren Taylor assist me during Ohio EPA's June 11, 2025, Compliance Evaluation Inspection (CEI) of Environmental Enterprises, Inc. (EEI) located at 4650 Spring Grove Ave, Cincinnati, Ohio. The goal of the inspection was to determine EEI's compliance with Ohio's hazardous waste laws as found in Chapter 3734. of the Ohio Revised Code (ORC) and the rules adopted pursuant to ORC § 3734.12 found in Chapter 3745 of the Ohio Administrative Code (OAC) and the terms and conditions of EEI's permit issued on August 27, 2020. The inspection included a review of EEI's operations and written documentation associated with facility operations.

Ohio EPA found no violations of Ohio's hazardous waste laws and rules and EEI's permit terms and conditions during this inspection.

Please be advised that this notice of compliance is only associated with those areas of the operations that were inspected, or the documentation reviewed and does not constitute a waiver of potential violations not discovered.

Southwest District Office
401 E. Fifth Street
Dayton, Ohio 45402 U.S.A.

937 | 285 6357
epa.ohio.gov

The State of Ohio is an Equal Opportunity Employer and Provider of ADA Services

A copy of the inspection report including completed checklists will be sent with a separate letter. You can find Ohio's hazardous waste rules and other information on the division's web page at: https://epa.ohio.gov/divisions-and-offices/environmental-response-revitalization.

Should you have any questions, please contact me/us at (937) 285-6070 or Jeff.Smith@epa.ohio.gov.

Sincerely,

Jeff Smith

Jeff Smith, SWDO
Hazardous Waste Program
Division of Environmental Response and Revitalization

ec. George Strobel, Southwest District Office, DERR
Zak Kabelen, CO, DERR
EPA.RCRAInfoData@epa.ohio.gov

JS/cf

Ohio Environmental Protection Agency

EPA.Ohio.gov

Mike DeWine, *Governor* Jon Husted, *Lt. Governor* Anne M. Vogel, *Director*

October 16, 2024

Mr. Daniel McCabe
Environmental Enterprises, Inc.
10163 Cincinnati-Dayton Road
Cincinnati, Ohio 45241

Re: Environmental Enterprises Inc.
Inspection or Compliance Review
Correspondence
RCRA C - Hazardous Waste
Hamilton County
OHD083377010

Hazardous Waste Program - DERR

Subject: CEI Inspection Report Transmittal Letter

Dear Mr. McCabe:

Thank you for meeting with me and having Gary Davis accompanying me during Ohio EPA's August 15, 2024 Compliance Evaluation Inspection (CEI) of Environmental Enterprises Inc's (EEI) facility located at 4650 Spring Grove Ave, Cincinnati, Ohio. The inspection included a review of EEI's operations and written documentation associated with facility operations.

On October 10, 2024 Ohio EPA sent you a Notice of Violation (NOV) letter outlining the violations that were observed during the August 15, 2024, inspection. Enclosed is a copy of the complete inspection report which contains an inspection narrative and completed inspection checklist.

Please be advised that this inspection report is only associated with those areas of the operations that were inspected or documentation reviewed and does not constitute a waiver of potential violations not discovered.

You can find Ohio's hazardous waste rules and other information on the division's web page at: https://epa.ohio.gov/divisions-and-offices/environmental-response-revitalization.

Southwest District Office
401 E. Fifth Street
Dayton, Ohio 45402 U.S.A.

937 | 285 6357
epa.ohio.gov

The State of Ohio is an Equal Opportunity Employer and Provider of ADA Services

Should you have any questions, please contact me at (937) 285-6070 or Jeff.Smith@epa.ohio.gov.

Sincerely,

Jeff Smith

Jeff Smith, Southwest District Office
Hazardous Waste Program
Division of Environmental Response and Revitalization

ec: George Strobel, Southwest District Office, DERR
Zachary Kabelen, CO, DERR

Enclosure

JS/cf

HAZARDOUS WASTE PROGRAM INSPECTION REPORT FORM OHIO EPA					
Facility:	Environmental Enterprises, Inc.		**US EPA ID #:**	OHD083377010	
Street Address:	4650 Spring Grove Ave.		**Phone #:**	513-298-7154	
City, State and Zip Code:	Cincinnati, Ohio 45232		**Generator Status:**	TSD	
County:	Hamilton		**Inspection Date:**	8/15/2024	
Facility Contact:	Dan McCabe Gary Davis	**Ohio EPA Inspector:**	Jeff Smith		

PURPOSE OF INSPECTION

An announced Compliance Evaluation Inspection (CEI) of Environmental Enterprises, Inc.'s (EEI) facility located at 4650 Spring Grove Ave, Cincinnati, Ohio took place on August 15, 2024. The CEI was conducted by the Ohio Environmental Protection Agency (Ohio EPA) as an evaluation of the company's compliance with provisions of the Ohio's Hazardous Waste Regulations as authorized by U.S. EPA in accordance with the Resource Conservation and Recovery Act (RCRA). The CEI was a routine evaluation of EEI's compliance with the Ohio hazardous waste laws and EEI's Ohio hazardous waste installation and operation permit issued August 27, 2020.

ARRIVAL ON-SITE

I arrived on site, signed into the visitor log, and met with Dan McCabe and Gary Davis. Because EEI has participated in multiple Ohio EPA inspections, I did not need to explain what would occur during the inspection. I did discuss the notice of non-compliance letter concerning the two 5-gallon lab packs of organic peroxides (1 year storage date June 6, 2024) and the nine 1.5-gallon lab packs of Varox paste peroxide (1 year storage date June29, 2024). Gary informed me they actually had ten (10) 1.5-gallon lab packs of Varox paste peroxide and they sent this material off-site for disposal on August 8, 2024. They were only able to send one 5-gallon lab pack of organic peroxides ,Type C off-site for disposal on August 8, 2024. At the time of the inspection EEI still had one 5-gallon lab pack of organic peroxides, Type D. Gary informed me that EEI would have to process this waste on-site. Gary gave me a copy of the August 8, 2024, manifests.

FACILITY INSPECTION

We began the facility walk-through in the Main building. I walked through each of the container storage areas and rows in the Main Plant. We Walked the lab pack area, Area A, the Oxidizer room, Acid room, non-hazardous Shredder area, Reactor tank #4 room, Water Reactive room, Process tanks 1 and 2, and the Flammable storage area. No issues were noted during the inspection of the Main Plant. A detailed description of the Main Plant's storage and treatment processes can be found in EEI's permit application. Next, we walked out back of the Main Plant to the Roll-off container storage area. I noted two roll-offs of inorganic debris dated July 8, 2024, and July 22, 2024. Each roll-off was tarped (closed), properly labeled, and dated.

We walked down the southside of the plant and walked by the Trailers stored along the Mill creek. Several of the trailers contained household hazardous waste (HHHW). A couple of the trailers we were not able to open. Gary sent me information on those later that day, one was empty, one contained skitter dust and the other was used for wood skids. We then walked to the Annex and went down into the basement first. They did have some hazardous waste and HHHW in the basement. Next, we walked the west end first floor, which includes hazardous and non-hazardous container storage. I also inspected the Used Oil tank located on the first floor. No violations were noted on the first floor. We then continued up to the 4th floor of the Annex. Here they store household pesticides (solids) in cubic yard boxes and liquid pesticides in plastic or steel drums. Solids are bulked for disposal in a hazardous waste landfill and the liquids are bulked into totes that are sent for incineration. Bulking of pesticides is usually done in the winter months. No violations were noted on the 4th floor.

Next, we walked the 3rd floor of the Annex. Here EEI stores boxes of propane tanks from households, fire extinguishers in drums and boxes, and materials collected from HHHW collection events. No violations or issues of concern were

noted. We then walked down to the 2nd floor of the Annex and walked through the rows of container storage. The second-floor container storage is larger than the 3rd floor because it extends into the middle of EEI's plant. We continued to inspect all rows of containers and did not note any violations or issues of concern.

We finished the facility walkthrough on the 1st floor of the facility working our way back to the Main Plant, this included storage for universal waste, metals recovery waste, aerosol cans, and other hazardous waste containers. No violations were noted.

At the end of the walk through we discussed the paperwork I would need to look at and asked that it be sent via e-mail for review. On September 16 th and 17th EEI submitted new employee training attendance sheets, employee training attendance sheets, weekly inspections logs, and daily inspections logs. Manifests were reviewed on-line, and the Contingency Plan was not reviewed since there have been no changes since the last inspection.

EEI was informed they would receive violations for the containers stored for greater than 1 year.

Environmental Protection Agency

EPA.Ohio.gov

Mike DeWine, *Governor* Jon Husted, *Lt. Governor* Anne M. Vogel, *Director*

October 10, 2024

Mr. Daniel McCabe
Environmental Enterprises, Inc.
10163 Cincinnati-Dayton Road
Cincinnati, Ohio 45241

Re: Environmental Enterprises Inc.
Notice of Violation (NOV)
NOV
RCRA C - Hazardous Waste
Hamilton County
OHD083377010

Hazardous Waste Program – DERR

Subject: CEI Notice of Violation

Dear Mr. McCabe:

Thank you for meeting with me and Gary Davis for accompanying me during Ohio EPA's August 15, 2024, Compliance Evaluation Inspection (CEI) of Environmental Enterprises Inc. (EEI) located at 4650 Spring Grove Ave Cincinnati, Ohio. The goal of this inspection was to determine EEI's compliance with Ohio's hazardous waste laws as found in Chapter 3734. of the Ohio Revised Code (ORC) and the rules adopted pursuant to ORC § 3734.12 found in Chapter 3745 of the Ohio Administrative Code (OAC) and the terms and conditions of EEI's permit issued on August 27, 2020. The inspection included a review of EEI's operations and written documentation associated with facility operations.

Findings

Ohio EPA observed the following violations of Ohio's hazardous waste laws, rules and EEI's permit terms and conditions. To bring EEI into compliance, Ohio EPA recommends promptly addressing these violations within 14 days of your receipt of this letter.

1. **Unpermitted Storage of hazardous waste; ORC § 3734.02 (E) and (F); OAC rules 3745-50-41(A) and 50-45(A):** The Permittee is authorized to store hazardous waste on-site for up to one year at any given time in the permitted container storage areas at the facility.

   On July 15, 2024, EEI notified Ohio EPA they had several containers that exceeded EEI's one year storage limit. During the August 15, 2024, inspection Ohio EPA

Southwest District Office
401 E. Fifth Street
Dayton, Ohio 45402 U.S.A.

937 | 285 6357
epa.ohio.gov

The State of Ohio is an Equal Opportunity Employer and Provider of ADA Services

confirmed two 5-gallon lab packs of organic peroxides (D001, D003), one Type C and one Type D liquid, dated June 6, 2023, and Nine (9) 1.5-gallon lab packs of organic peroxides (D001, D003), dated June, 29, 2023 exceeded the one-year storage limit. Ohio EPA has determined that EEI unlawfully stored hazardous waste at the facility by storing hazardous waste exceeding EEI's one year storage limit on June 6, 2024, and June 29, 2024, in violation of ORC § 3734.02 (E) & (F) and OAC rules 3745-50-41(A) and 3745-50-45(A).

Since EEI violated ORC Section 3734.02 (E) & (F) by storing hazardous waste for greater than one year, it is subject to the closure and financial assurance requirements in OAC Rules 3745-55-10 through 3745-55-48. Therefore, EEI may be required to submit a closure plan for the area where the hazardous waste was being stored. A closure plan describes the steps necessary to investigate the extent of contamination and to clean up all contamination found. Additionally, at any time, Ohio EPA may assert its right to have EEI begin facility-wide cleanup, pursuant to the Corrective Action process under Ohio law.

During the August 15, 2024, inspection Ohio EPA received copies of hazardous waste manifest numbers 025466612 JJK and 022993116 JJK both dated August 8, 2024, which included the shipment off-site of 10 (ten) 1.5-gallon lab packs of Varox Paste (di-(2,4-dichlorobenzoyle) peroxide (405 days) and one 5-gallon lab pack of organic peroxides, Type C (427 days).

EEI was unable to ship off-site one 5-gallon lab pack of organic peroxides, Type D. EEI stated they will need to process this waste on-site. As of October 4, 2024, the waste had not been processed and was still on-site.

In order to resolve the violations, Ohio EPA recommends that EEI process the 5-gallon lab pack of organic peroxides (Type D) and submit documentation to this office for review.

2. **General requirements for Land Disposal Restrictions, Permit Condition B.40, OAC Rule 3745-270-50(B)** An owner or operator of a treatment, storage, or disposal facility may store such wastes for up to one year unless Ohio EPA can demonstrate that such storage was not solely for the purpose of accumulation of such quantities of hazardous waste as are necessary to facilitate proper recovery, treatment, or disposal. On July 15, EEI notified Ohio EPA they had several containers that exceeded EEI one year storage limit. During the August 15, 2024, inspection Ohio EPA confirmed the two 5-gallon lab packs of organic peroxides, one Type C and one Type D liquid, dated June 6, 2023, and Nine (9) 1.5-gallon lab packs of organic peroxides dated June 29, 2023 exceeded the one-year storage limit.

During the August 24, 2024, inspection Ohio EPA received copies of hazardous waste manifest numbers 025466612 JJK and 022993116 JJK both dated August 8, 2024, which included the shipment off-site of 10 1.5-gallon lab packs of Varox Paste (di-(2,4-dichlorobenzoyle) peroxide (405 days) and one 5-gallon lab pack of organic peroxides, Type C (427 days).

EEI was unable to ship off-site one 5-gallon lab pack of organic peroxides, Type D. EEI stated they will need to process this waste on-site. As of October 4, 2024, the waste had not been processed and was still on-site.

In order to resolve the violations, Ohio EPA recommends that EEI process the 5-gallon lab pack of organic peroxides, Type D and submit documentation to this office for review.

3. **Duty to Comply, Permit Condition A.5, OAC Rule 3745-50-58(A), Duty to Comply:** The Permittee must comply with all applicable provisions of ORC Chapter 3734, all applicable Ohio hazardous waste rules, and all terms and conditions of this permit, except to the extent and for the duration such noncompliance is authorized by the laws of the State of Ohio. Any permit noncompliance, other than noncompliance authorized by the laws of the State of Ohio, constitutes a violation of ORC Chapter 3734 and is grounds for enforcement action, revocation, modification, denial of a permit renewal application or other appropriate action.

   EEI failed to comply with Permit Condition A.5 and OAC Rule 3745-50-58(A) when they did not comply with all the conditions of their permit.

Conclusion

The Ohio EPA requests that EEI promptly undertake the necessary measures to return to compliance with Ohio's environmental laws and rules. Within 14 days of receipt of this letter, please provide documentation to Ohio EPA of the actions taken to resolve the violations cited above. If you have already resolved the violations listed above, thank you, and please provide documentation supporting compliance. Documentation of steps taken to return to compliance includes written correspondence, updated policies, and photographs as appropriate may be submitted via the postal service or electronically to jeff.smith@epa.ohio.gov.

Please be advised that violations cited above will continue until the violations have been properly resolved. Failure to comply with Chapter 3734. of the ORC and rules promulgated thereunder may result in an administrative or civil penalty.

The submission of any requested information in response to this letter does not constitute waiver of the Ohio EPA's authority to seek administrative or civil penalties as provided in Chapter 3734. of the ORC.

This NOV is only associated with the areas of the operations that were inspected or the documentation reviewed and does not constitute a waiver of potential violations not discovered.

A copy of the inspection report including completed checklists will be sent with a separate letter. You can find Ohio's hazardous waste rules and other information on the division's web page at: https://epa.ohio.gov/derr/compliance.

Should you have any questions, please contact me at 937.285.6070, or jeff.smith@epa.ohio.gov.

Sincerely,

Jeff Smith

Jeff Smith, Southwest District Office
Hazardous Waste Program
Division of Environmental Response and Revitalization

ec: George Strobel, Southwest District Office, DERR
Zak Kabelen, Central Office, DERR
EPA.RCRAInfoData@epa.ohio.gov

JS/rr

Environmental Protection Agency

EPA.Ohio.gov

Mike DeWine, *Governor* Jon Husted, *Lt. Governor* Anne M. Vogel, *Director*

April 24, 2024

Mr. Gary Davis
Environmental Enterprises, Incorporated
4650 Spring Grove Avenue
Cincinnati, Ohio 45232

Re: Environmental Enterprises, Incorporated
Notice of Violation (NOV)
NOV
NPDES
Hamilton County
1GR01518

Subject: Notice of Violation

Dear Mr. Davis:

Ohio EPA, Division of Surface Water (DSW), conducted an inspection of Environmental Enterprises, Incorporated located at 4650 Spring Grove Avenue, Cincinnati, Ohio in Hamilton County on February 1, 2024. Environmental Enterprises, Incorporated is a Hazardous Waste Treatment, Storage, or Disposal facility (TSDF) that is regulated under Activity Code HZ, Subsector K1 of Ohio EPA's Authorization to Discharge Stormwater Associated with Industrial Activity Under the National Pollutant Discharge Elimination System (NPDES) Multi-Sector General Permit (MSGP).

Ohio EPA, DSW requested Environmental Enterprises, Incorporated submit the facility's Stormwater Pollution Prevention Plan (SWPPP), routine inspection reports, quarterly visual assessments, annual training documentation, annual report as well as upload Electronic Discharge Monitoring Reports (eDMR) into the Ohio EPA eBusiness Center during the inspection and via electronic mail on February 7, 2024. The available documentation was submitted on March 1, 2024 and March 7, 2024.

Southwest District Office
401 E. Fifth Street
Dayton, Ohio 45402 U.S.A.

937 | 285 6357
epa.ohio.gov

The State of Ohio is an Equal Opportunity Employer and Provider of ADA Services

As was discussed, the goal of our inspection was to determine your facility's compliance with Ohio's environmental laws and regulations and the terms and conditions of Environmental Enterprises, Incorporated's MSGP coverage, OHR000007 under 1GR01518 issued on March 28, 2023.

Violations

Ohio EPA DSW determined the following violations of Ohio's environmental laws and regulations and Environmental Enterprises, Incorporated permit terms and conditions. It is recommended you promptly address the violations.

1. **Violation Description**: Environmental Enterprises, Incorporated failed to conduct annual training for all employees who work in areas where industrial materials or activities are exposed to stormwater, or who are responsible for implementing activities necessary to meet the conditions of this permit (e.g., inspectors, maintenance personnel), including all members of your Pollution Prevention Team as specified in Part 2.1.2.9 of the MSGP. This is a violation of ORC 6111.04(A) and Part 2.1.2.9 of the MSGP.

   Requested Action: Please develop a plan to conduct annual training and maintain a record of the training with the SWPPP.

2. **Violation Description:** Environmental Enterprises, Incorporated failed to conduct routine inspections as specified in Parts 4.1 of the MSGP. This is a violation of ORC 6111.04(A) and Part 4.1 of the MSGP.

   Requested Action: Please conduct routine facility inspections at least quarterly and document the findings of each inspection performed and maintain this documentation onsite with your SWPPP.

3. **Violation Description**: Environmental Enterprises, Incorporated failed to document quarterly visual assessments as specified in Part 4.2.2 of the MSGP. This is a violation of ORC 6111.04(A) and Part 4.2.2 of the MSGP.

   Additional Information: Environmental Enterprises, Incorporated visual assessment documentation failed to include nature of the discharge (i.e., runoff or snowmelt),

date and time discharge began, date and time for each sample collection, visual assessment date and time for each sample and if applicable, why it was not possible to take samples within the within the first 30 minutes.

Requested Action: Please develop a tool to document all the elements specified in Part 4.2.2 of the MSGP for quarterly visual assessments.

4. **Violation Description:** Environmental Enterprises, Incorporated failed to develop a SWPPP that contained all the elements as specified in Part 5.1 of the MSGP. This is a violation of ORC 6111.04(A) and Part 5.1 of the MSGP.

   Additional Information: The SWPPP must contain all the following elements
   - Stormwater pollution prevention team (see Part 5.1.1);
   - Site description (see Part 5.1.2);
   - Summary of potential pollutant sources (see Part 5.1.3);
   - Description of control measures (see Part 5.1.4);
   - Schedules and procedures (see Part 5.1.5); and
   - Signature requirements (see Part 5.1.6).

   Requested Action: Please develop a comprehensive SWPPP containing all the elements specified in the MSGP.

5. **Violation Description:** Environmental Enterprises, Incorporated failed to complete an annual report as specified in Part 7.2 of the MSGP. This is a violation of ORC 6111.04(A) and Part 7.2 of the MSGP.

   Requested Action: Please ensure annual reports are completed using the reporting form, Appendix I of the MSGP and maintain with your SWPPP.

Conclusion

Within 30 days of receipt of this letter, please provide documentation to Ohio EPA DSW of the actions taken and/or will be taken to resolve the violations cited above. Documentation of steps taken to resolve this violation includes but is not limited to: written correspondence, updated policies, and photographs, as appropriate, and may be submitted via the postal service or electronically to michelle.flanagan@epa.ohio.gov. If circumstances delay

resolution of violations, Environmental Enterprises, Incorporated is requested to contact Ohio EPA DSW to discuss the situation and propose an alternative schedule to resolve the violations in a timely manner.

Failure to comply with Chapter 6111 of the Ohio Revised Code and rules promulgated thereunder may result in an administrative or civil penalty.

Please note that the submission of any requested information to respond to this letter does not constitute waiver of the Ohio EPA's authority to seek administrative or civil penalties as provided in Chapter 6111.09 of the Ohio Revised Code.

Should you have any questions, please contact Michelle Flanagan at 937.285.6440 or email at michelle.flanagan@epa.ohio.gov.

Sincerely,

Michelle Flanagan

Michelle Flanagan
Environmental Specialist II
Division of Surface Water
Southwest District Office

ec: Scott Sheerin, DSW, CO
Wesley Sluga, DSW, CO
Mr. Gary Davis, Environmental Enterprises, Incorporated

MF/cf

Ohio Environmental Protection Agency

Mike DeWine, Governor
Jon Husted, Lt. Governor
Anne Vogel, Director

April 10, 2023

Mr. Daniel McCabe
Environmental Enterprises, Inc.
10163 Cincinnati-Dayton Road
Cincinnati, Ohio 45241Address

Re: Environmental Enterprises Inc
Inspection
Letter of Compliance
RCRA C - Hazardous Waste
Hamilton County
OHD083377010

Hazardous Waste Program - DERR

Subject: CEI Letter of Compliance

Dear Mr. McCabe:

Thank you for speaking with me on March 31, 2023, regarding Environmental Enterprises Inc (EEI) located at 4650 Spring Grove Ave, Cincinnati, Ohio. On April 5, 2023, Ohio EPA conducted a facility walk-through of EEI. The goal of this Compliance Evaluation Inspection (CEI) was to determine EEI's compliance with Ohio's hazardous waste laws as found in Chapter 3734. of the Ohio Revised Code (ORC) and the rules adopted pursuant to ORC § 3734.12 found in Chapter 3745 of the Ohio Administrative Code (OAC) and the terms and conditions of EEI's permit issued on August 27, 2020. The inspection included a review of EEI's operations and written documentation associated with facility operations.

Ohio EPA found no violations of Ohio's hazardous waste laws and rules and EEI's permit terms and conditions during this inspection.

Please be advised that this notice of compliance is only associated with those areas of the operations that were inspected or the documentation reviewed and does not constitute a waiver of potential violations not discovered.

A copy of the inspection report including completed checklists will be sent with a separate letter. You can find Ohio's hazardous waste rules and other information on the division's web page at: https://epa.ohio.gov/divisions-and-offices/environmental-response-revitalization/environmental-response-and-revitalization.

Southwest District Office • 401 East Fifth Street • Dayton, OH 45402-2911
epa.ohio.gov • (937) 285-6357 • fax (937) 285-6249

Should you have any questions, please contact me at (937) 285-6070 or Jeff.Smith@epa.ohio.gov.

Sincerely,

Jeff Smith

Jeff Smith, Southwest District Office
Hazardous Waste Program
Division of Environmental Response and Revitalization

ec: George Strobel, Southwest District Office, DERR
Zak Kabelen, CO, DERR
EPA.RCRAInfoData@epa.ohio.gov

JS/cf

Ohio Environmental Protection Agency

Mike DeWine, Governor
Jon Husted, Lt. Governor
Laurie A. Stevenson, Director

February 18, 2022

Mr. Daniel McCabe
Environmental Enterprises, Inc.
10163 Cincinnati-Dayton Road
Cincinnati, OH 45241

Re: Environmental Enterprises Inc
Notice of Violation (NOV)
NOV
RCRA C - Hazardous Waste
Hamilton County
OHD083377010

Hazardous Waste Program - DERR

Subject: FCI Notice of Violation

Dear Mr. McCabe:

On February 7, 2022, Environmental Enterprises, Inc. (EEI) located at 4650 Spring Grove Ave, Cincinnati, notified Ohio EPA about a fire at their facility on February 4, 2022. The fire was in a 40-cubic yard roll-off behind the facility. The Cincinnati Fire Department (CFD) was notified around 2:23 am, arrived on-site at 2:30 am and quickly extinguished the fire. Dan McCabe from EEI arrived shortly after the CFD cleared the site at around 3:30 am. Mr. McCabe made sure the site was secured before leaving the site. Due to winter weather conditions, EEI was closed on February 4, 2022, and did not reopen until February 7, 2022. The roll-off contained hazardous waste organic debris destined for incineration and was stored in secondary containment outside behind the facility. It appears the fire was self-ignition.

Findings

Based upon review of this information, Ohio EPA determined EEI was in violation of the following terms and conditions of EEI's permit issued on September 30, 2009, and Ohio's hazardous waste laws and rules:

1. **Duty to Comply, Condition A.5 and OAC Rule 3745-50-58(A):** The Permittee must comply with all applicable provisions of ORC Chapter 3734, all applicable/Ohio hazardous waste rules, and all terms and conditions of this permit, except to the extent and for the duration that the laws of the state of Ohio authorize such noncompliance. Any permit noncompliance, other than noncompliance authorized by the laws of the State of Ohio, constitutes a violation of ORC Chapter 3734 and is grounds for enforcement action, revocation, modification, denial of a permit renewal application or other appropriate action.

   EEI failed to comply with Condition A.5 and OAC Rule 3745-50-58(A) by not complying with all terms and conditions of EEI's permit and by not complying with applicable Sections of EEI's Part B Permit Application. EEI notified Ohio EPA on February 7, 2022, about the fire. **Therefore, this violation has been resolved.**

Southwest District Office • 401 East Fifth Street • Dayton, OH 45402-2911
www.epa.ohio.gov • (937) 285-6357 • (937) 285-6249 (fax)

2. **Immediate reporting of Non-Compliance, Condition A.20 and OAC 3745-50-58(L)(6):** The Permittee must report orally to Ohio EPA's Office of Emergency Response within twenty-four (24) hours from the time the Permittee becomes aware of any noncompliance with this permit, ORC Chapter 3734 or the rules adopted thereunder, which may endanger human health or the environment, including (i) information concerning the release of any hazardous waste that may cause an endangerment to public drinking water supplies; and (ii) Any information of a release or discharge of hazardous waste or a fire or explosion from the hazardous waste facility, which could threaten the environment or human health outside the facility.

   On February 4, 2022, during a winter storm EEI became aware of a roll-off fire behind their facility around 2:30 am. EEI failed to comply with Permit condition A.20 and OAC Rule 3745-50-58(L)(6) when they did not notify Ohio EPA within 24 hours of becoming aware of the fire. EEI notified Ohio EPA on February 7, 2022, about the fire. **Therefore, this violation has been resolved**.

Ohio EPA respectfully thanks you for your effort to resolve the violations. Please note that this does not preclude the Director from seeking administrative or civil penalties pursuant to Ohio Revised Code section 3734. for the violations noted in this notice of violation. The decision on whether to pursue or decline to pursue such penalties regarding these violations is dependent on several factors, one of which is the company's future compliance with Ohio EPA regulatory requirements.

Please be advised that this NOV/ROV is only associated with those areas of the operations that were reviewed and does not constitute a waiver of potential violations not discovered.

A copy of the inspection report including completed checklists will be sent with a separate letter. You can find Ohio's hazardous waste rules and other information on the division's web page at: https://epa.ohio.gov/wps/portal/gov/epa/divisions-and-offices/environmental-response-revitalization/guides-and-manuals.

Should you have any questions, please contact me at (937) 285-6070 or Jeff.Smith@epa.ohio.gov.

Sincerely,

Jeff Smith

Jeff Smith, Southwest District Office
Hazardous Waste Program
Division of Environmental Response and Revitalization

JS/rlw

ec: George Strobel, Southwest District Office, HW-DERR
Zak Kabelen, Central Office, HW-DERR
EPA.RCRAInfoData@epa.ohio.gov

Ohio Environmental Protection Agency

Mike DeWine, Governor
Jon Husted, Lt. Governor
Laurie A. Stevenson, Director

August 24, 2021

Mr. Daniel McCabe
Environmental Enterprises, Inc.
10163 Cincinnati-Dayton Road
Cincinnati, OH 45241

Re: Environmental Enterprises Inc
Inspection
Letter of Compliance
RCRA C - Hazardous Waste
Hamilton County
OHD083377010

Hazardous Waste Program - DERR

Subject: CEI Letter of Compliance

Dear Mr. McCabe:

Thank you for accompanying me during Ohio EPA's August 12, 2021, Compliance Evaluation Inspection (CEI) of Environmental Enterprises, Inc. (EEI) located at 4650 Spring Grove Ave, Cincinnati, Ohio. The goal of this inspection was to determine EEI's compliance with Ohio's hazardous waste laws as found in Chapter 3734. of the Ohio Revised Code (ORC) and the rules adopted pursuant to ORC § 3734.12 found in Chapter 3745 of the Ohio Administrative Code (OAC) and the terms and conditions of EEI's permit issued on September 30, 2009. The inspection included a review of EEI's operations and written documentation that were requested by Ohio EPA associated with facility operations. EEI submitted the requested documentation to Ohio EPA on August 13, and August 19, 2021.

Ohio EPA found no violations of Ohio's hazardous waste laws, rules and EEI's permit terms and conditions during this inspection.

Please be advised that this notice of compliance is only associated with those areas of the operations that were inspected or the documentation reviewed and does not constitute a waiver of potential violations not discovered.

A copy of the inspection report including completed checklists will be sent with a separate letter. You can find Ohio's hazardous waste rules and other information on the division's web page at: https://epa.ohio.gov/derr/compliance.

Southwest District Office • 401 East Fifth Street • Dayton, OH 45402-2911
www.epa.ohio.gov • (937) 285-6357 • (937) 285-6249 (fax)

Mr. Daniel McCabe
August 24, 2021
Page 2

Should you have any questions, please contact me at (937) 285-6070 or Jeff.Smith@epa.ohio.gov.
Sincerely,

Jeff Smith

Jeff Smith, Southwest District Office
Hazardous Waste Program
Division of Environmental Response and Revitalization

JS/rlw

ec: George Strobel, Southwest District Office, HW-DERR
Tammy McConnell, CO, HW-DERR
EPA.RCRAInfoData@epa.ohio.gov

From: Lauren Monahan [mailto:lmonahan@lexingtonky.gov]
Sent: Tuesday, May 03, 2016 5:16 PM
To: Tom McCabe
Subject: RE: HHW

Tom,

On behalf of our entire team here at Lexington-Fayette Urban County Government, I would like to take the opportunity to let you know what a pleasure it was to work with all of EEI's knowledgeable staff to make our city's event more successful than we could have imagined!

From the beginning of the planning process to the event itself (as well as the close out procedures, grant reporting requirements, etc.), you and the staff worked to make everything run so very smoothly and efficiently. Your team made the project look effortless. The proper management of hazardous wastes collected as well as safety was top notch.

We have heard nothing but positive feedback from our residents about the event. What we have found residents most impressed with in particular has been the organization of the event as well as the kindness of all who worked that day.

Thanks again to you, Dan, Brian and the entire team that assisted in the execution of such a great collection event. I myself learned a lot and appreciate the guidance you provided along the way.

Kind regards, and we hope to have the opportunity to work with you again,

Lauren Monahan

Lauren Monahan
Environmental Outreach Specialist
Division of Waste Management

Healthy MONROE COUNTY HEALTH DEPARTMENT

Kim Comerzan, MSN, RN, CNS *Health Officer/Director*
Carl J. Schmidt, MD, MPH *Chief Medical Examiner/ Medical Director*

May 7, 2019

Environmental Enterprises Inc.
4650 Spring Grove Ave
Cincinnati, OH 45232

To whom it may concern:

It is my pleasure to write this letter of enthusiastic recommendation for Environmental Enterprises, Inc. (EEI). The County of Monroe has worked with EEI for many years, and given the top tier level of service we continually receive, we hope to continue this wonderful working relationship for the foreseeable future.

We continue to work with EEI not just because of the level of expertise, responsiveness, and professionalism they bring to every job, but because of how they go above and beyond to be personable, upbeat, and quite simply, a joy to work with. Not only with my staff, but the public as well. After our large community collection events, we invariably receive feedback from the public on how positive, efficient, or effortless the whole experience was for them. This is the kind of feedback you really want to hear after such an event and is a testament to how EEI operates.

Again, I am happy to highly recommend the services of Environmental Enterprises, Inc. If you have any questions, please feel free to contact me.

Sincerely,

Dan Rock, Director
Recycling and Green Community Program
Monroe County Health Dept.

2353 S. Custer Road Monroe, Michigan 48161-9769 · (734) 240-7800 · *Toll Free* (888)354-5500 · *Fax* (734) 240-7816 · *www.co.monroe.mi.us/publichealth*

Ottawa · Sandusky
Seneca County

JOINT
SOLID WASTE
MANAGEMENT
DISTRICT

TIM WASSERMAN
Director
tw@recycleoss.org

AMY DRUMMER
Assistant Director
ad@recycleoss.org

JIM DARR
Recycling Specialist
jdarr@recycleoss.org

JAMIE COLEMAN
Community Outreach Specialist
jcoleman@recycleoss.org

BOARD OF DIRECTORS
The County Commissioners of Ottawa, Sandusky & Seneca Counties

1875 E. STATE STREET
FREMONT, OH 43420
PH: 419.334.7222
1.888.850.7224
FAX: 419.334.8626
Website: www.recycleoss.org

Printed on Recycled Paper

July 18, 2018

Letter of Recommendation

To Whom It May Concern:

The Ottawa Sandusky Seneca Joint Solid Waste Management District has been working with Environmental Enterprises, Inc. since 2008. Over these 10+ years, they have serviced more than 60 collections. We are a multi-county district and, therefore, run simultaneous three-hour Saturday collections in each of our three counties. The logistical challenges have been handled very well by EEI.

Pre-event site inspection and preparation is thorough and communication with Mr. DePeel and the entire staff is smooth and uncomplicated. Material pricing is straightforward and has remained fair and consistent throughout the relationship.

If you are considering the services of EEI, please do not hesitate to contact me. I will gladly elaborate on the positive experience.

Sincerely,

Jim Darr
Recycling Specialist

Pennsylvania Resources Council
Working to protect the environment since 1939

July 19, 2018

Environmental Enterprises, Inc.
Attn: Mr. Brian DePeel, Director
Lab Pack Services Division
10163 Cincinnati-Dayton Road
Cincinnati, OH 45241

RE: Letter of Recommendation

To Whom It May Concern:

I'm writing this letter of recommendation on behalf of the PA Resources Council, Pennsylvania's oldest grassroots environmental organization. Our organization has been offering residents of western PA the means to safely, economically, and responsibly dispose of household chemicals (also known as household hazardous waste – HHW) since 2003.

PRC has been utilizing the services and expertise of Environmental Enterprises, Inc. (EEI) from 2006 till present. During this time EEI has acted as our sole contractor at seventy-five collections throughout western PA. Our collections typically attract anywhere from 350 to 1,300 participants (one-day events) demonstrating the range and versatility of the company. EEI event staff is knowledgeable, efficient, cooperative, and works in safe manner.

PRC has come to trust EEI management and its business model. They have always delivered first-class service at a fair price. In addition, if a problem does arise EEI will gladly discuss and address the issue in a timely and professional manner.

Feel free to visit our website www.prc.org for our program information. Also feel free to contact me directly at (412) 488-7490 x213 or michaels@prc.org with any questions or if you require additional information.

Sincerely,

Michael Stepaniak

Michael Stepaniak
PA Resources Council
Environmental Programs Coordinator

Butler County
OHIO
Recycling and Solid Waste District

January 9, 2014

To Whom It May Concern:

I am writing to attest that Butler County Recycling & Solid Waste District has had a positive experience with Environmental Enterprises as its contracted agent for management of residential Household Hazardous Waste (HHW). In partnership with Environmental Enterprises, Butler County provides weekly residential HHW drop off service that has been "incident-free" for the past seven years. Environmental Enterprises has managed all aspects of service delivery for the Hazardous Waste Management program – from setting up collection stations, to providing customer greeting, data intake, and unloading customer materials, to sound management and final disposition of all materials and data collection.

The customer experience when discarding Hazardous Waste through the county's long term drop off program has been exemplary – Environmental Enterprises has provided the public with exceptionally efficient service, excellent professional public interaction, and a high level of accountability. We are pleased to provide testimony of the superlative experience we have had for managing residential household hazardous waste with the help of Environmental Enterprises Inc.

The oversight, accountability, and value that we have derived from our Hazardous Waste management experience with Environmental Enterprises has encouraged growth of the program, and ongoing public participation. The consumer experience has been positive and this ensures confidence in the county's service and safeguards public health for our community.

Feel free to contact me with any specific questions at (513) 887-3963.

BUTLER COUNTY RECYCLING & SOLID WASTE DISTRICT

Anne Fiehrer Flaig, District Coordinator

VANDERBURGH COUNTY
Solid Waste Management District
Room 327, Civic Center Complex
One N. W. Martin Luther King Jr. Boulevard
Evansville, IN 47708
(812) 436-7800
(812) 436-7801 fax
www.evansville.in.gov/recycle

Joseph D. Ballard
EXECUTIVE DIRECTOR

BOARD OF DIRECTORS
Joe Kiefer, Chair
Mayor Lloyd Winnecke
Marsha Abell
Stephen Melcher
Angela Koehler Lindsey
Conor O'Daniel
Bob Stobbs

Environmental Enterprises, Incorporated (EEI) has been the household hazardous waste collection contractor in Vanderburgh County, Indiana for 17 out of the last 18 years. During that time, EEI has conducted our collection program efficiently, effectively, with great service and at a reasonable price.

There were times that we had over 2000 vehicles in 6 hours and rarely did we have a backlog of cars. EEI merely added another lane for collection and unloaded the additional cars with ease. They are efficient in their setup for the program, in their conduct of the day's program, and in their cleanup of the materials and of the site. We have a very busy tox-away day and EEI handles it very well.

For these reasons I would not contract with another company to do our tox-away day or household hazardous waste collection day. EEI has handled our program professionally and has been a pleasure to work with.

Sincerely,

Joseph D. Ballard, Executive Director
Vanderburgh County Solid Waste District

Daniel J. McCabe, P.E.
President, CEO

HHW CONTRACT SKILLS AND EXPERIENCE

- Over 41 years' experience in the environmental industry.
- > 100 Collection Events
- 36 years' experience performing technical evaluations of industrial wastewater problems.
- 33 years' experience in design of physical, chemical and biological treatment plants.
- 30 years as a consultant for on-site remediation activities, hazardous waste disposal, industrial waste treatment techniques and permitting issues.
- 29 years of experience in developing SPCC programs for local manufacturing firms.

Education / Training:

Masters of Science in Civil and Environmental Engineering; University of Cincinnati, Cincinnati, Ohio, 1972
Bachelor of Science in Chemistry; University of Cincinnati, Cincinnati, Ohio 1971
Graduate Studies in Business Administration; Wright State University
Management Seminars; Dale Carnegie, 1988

- OSHA 40-Hour HAZWOPER Training
- OSHA 8-hour HAZWOPER Refresher Training
- Registered Professional Engineer in the States of Ohio, Indiana and Kentucky
- Wastewater Treatment Plant Class III Operator's License in the States of Ohio, Indiana and Kentucky

Summary:

Mr. McCabe is President and founder of Environmental Enterprises, Inc. (EEI). As a registered professional engineer, Mr. McCabe has been instrumental in the development of innovative and effective technologies for the treatment and disposal of hazardous and non-hazardous materials.

Since its inception in 1976, Mr. McCabe has developed EEI into the fourth largest consulting firm in the Tri-state area. In addition, he has developed effective remediation and response techniques that have allowed EEI to be involved with numerous emergency response contracts and industrial response activities.

Employment History:

1976-Present
Founder, President and CEO, *Environmental Enterprises, Inc.,* Cincinnati, OH.

1972-1976
Systech, *Consulting Engineering Group*, Dayton, OH.

1969-1972
USEPA

Brian J. DePeel
Program Manager

HHW CONTRACT SKILLS AND EXPERIENCE

- > 100 Collection Events
- 20 years' experience in segregation, transportation, packaging and manifesting hazardous waste.
- Project Management
- Customer Relations
- Business Development

Education / Training:

B.A., Music Education and Music Performance; University of Michigan, 1979

- OSHA 40-Hour HAZWOPER Training
- OSHA 8-hour HAZWOPER Refresher Training
- DOT Hazardous Material Handling & Shipping
- Blood Borne Pathogens
- Contingency Plan
- Fall Protection – 29CFR 1926, Subpart M
- Hearing Conservation
- Confined Space Entry Overview
- Medical Surveillance Program
- Lead Standard Training
- Hazardous Communications Standard
- Respiratory Protection
- Personal Protective Equipment
- Powered Industrial Trucks
- Control of Hazardous Energy for Affected Employees
- Respiratory Fit Testing

Summary:

Joined Environmental Enterprises, Inc. (EEI) in April of 1989. Was the first original outside employee hired for a newly created, division in 1989. Placed on the road as a field technician performing Lab Packs and various universities, colleges and hospitals. After short stops as Project Coordinator and Assistant Director, Mr. DePeel was promoted to his current position as Director of the Lab Pack Services Division in August of 1998.

Employment History:

August 1998-Present
Director, Lab Pack Services Division, *Environmental Enterprises, Inc*., Cincinnati, OH
As Division Manager, is ultimately responsible for the coordination and implementation for all Lab Pack operations for off-site packaging of materials throughout the United States. In addition, responsibilities include project management and oversight, sales, customer service and business development.

May 1995-August 1998
Assistant Director, Lab Pack Services Division, *Environmental Enterprises, Inc.,* Cincinnati, OH

April 1989-May 1995
Project Coordinator, Lab Pack Services Division, *Environmental Enterprises, Inc.,* Cincinnati, OH

Gary Davis
Health & Safety Manager

HHW CONTRACT SKILLS AND EXPERIENCE

- 32 years' experience in segregation, transportation, packaging and manifesting hazardous waste
- Project Management
- Customer Relations
- Business Development
- >100 Collection Events

Education / Training:

B.S. Chemistry; University of Cincinnati, Cincinnati, OH
- OSHA 40-Hour HAZWOPER Training
- OSHA 8-hour HAZWOPER Refresher Training
- DOT Hazardous Material Handling & Shipping
- Blood Borne Pathogens
- Fall Protection – 29CFR 1926, Subpart M
- Hearing Conservation
- Confined Space Entry Overview
- Medical Surveillance Program
- Lead Standard Training
- Hazardous Communications Standard
- Respiratory Protection
- Personal Protective Equipment
- Powered Industrial Trucks
- Control of Hazardous Energy for Affected Employees
- Respirator Fit Testing

Summary:

Joined Environmental Enterprises, Inc. (EEI) in 1980 as an Operations Manager and advanced to Senior Executive Vice-President in 1983. His experiences encompass Business Administration, Waste Management and Regulatory Compliance. Throughout his career, he has developed extensive knowledge of industry practices and procedures along with regulatory requirements.

Employment History:

2013 - Present
Health & Safety Manager, *Environmental Enterprises, Inc.,* Cincinnati, OH

2005 - 2013
Plant Operations Manager, *Environmental Enterprises, Inc.,* Cincinnati, OH

2001 - 2005
Operations Manager, *Care Environmental,* Valdosta, GA

1983 - 2001
Senior Executive Vice-President, *Environmental Enterprises, Inc.,* Cincinnati, OH

1980 - 1983
Operations Manager, *Environmental Enterprises, Inc.,* Cincinnati, OH

Warren G. Taylor
Director of Quality Assurance

Education / Training:
Master of Environmental Science Miami University, Oxford, Ohio August 1979
B.A. Biology, Capital University, Columbus, OH May 1976

- OSHA 40-Hour HAZWOPER Training
- OSHA 8-hour HAZWOPER Refresher Training
- OSHA 8-hour HAZWOPER Supervisor Training
- RCRA Compliance (40 CFR 264.16)
- Hazardous Materials Transportation Training
- Certified in First Aid and CPR

HHW CONTRACT SKILLS AND EXPERIENCE

- Worked >30 HHW collection events in Ohio and Indiana.
- >20 years supervisory and management experience with Hazardous Waste Disposal that process HHW waste
- 2 years experience in hazardous materials as a field chemist in emergency response.
- 14 years experience in training, DOT, Hazardous Materials Transportation

Summary:

A manager for over 19 years with 26 years of experience in the hazardous waste industry. Responsibilities/Skills/Experience include:

- Manager and supervisor of Quality Assurance Departments at Hazardous Waste Facilities.
- Responsible for approval and acceptance of inbound waste shipments to hazardous waste facility
- Responsible for approving facilities for outbound waste shipments from hazardous waste facility
- Supervised Quality Assurance lab at hazardous waste facility
- Wrote Sections of Hazardous Waste Facility Part B Permit Application
- Developed and presented training classes in Hazardous Materials Transportation, and Hazardous Waste Procedures.
- Field Chemist including field identification and hazard categorization analysis of unknown materials at cleanups of waste sites
- Lab packing and labeling for transportation of hazardous waste at university and hospital labs and industrial sites
- Supervised unpacking and processing lab packs at hazardous waste treatment facility
- Prepared Reports for TSD including Annual Hazardous Waste Report, Toxic Release Inventory (TRI) submitted to EPA and monthly monitoring reports of discharge to local POTW.

Employment History:

February 1986 - Present
Director of Quality Assurance, *Environmental Enterprises, Inc.* Cincinnati, OH.
Manage and supervise Q.A. department and lab personnel. Also responsible for approval and acceptance of inbound waste shipments and approving outbound waste facilities. Conduct safety meetings at HHW projects.

November 1983 - January 1986
Quality Control Supervisor, *CECOS International*, Williamsburg, OH.

January 1982 – October 1983
Quality Control Chemist, *Browning Ferris Industries,* Kansas City, MO.

December 1979 – October 1981
Field Chemist, *Wadworth Testing Laboratory,* Canton, OH

Michael D. Yeary
Chemist

Education / Training:

Course work towards Associate Degree of Applied Science in Industrial Laboratory Technology; University of Cincinnati

- Chemical Hygiene and Laboratory Standard Training
- OEPA – Chemical Analysis of Drinking Water

HHW CONTRACT SKILLS AND EXPERIENCE

- Lab Technician in Hazardous Waste Storage and Treatment Facility
- Categorization and profiling of waste to determine proper treatment and disposal methods
- Lab analysis for various contaminants received in the facility
- >100 Collection Events
- Fluent in all Inorganic Wet Chemistry Analysis
- Fluent in Sample Preparation Procedures
- Knowledgeable in Waste Characterization, Analysis, and Profiling Procedures

Summary:

Over 30 years of experience in laboratory procedures including sample collection and analysis for wastewater, drinking water, soil and air (including industrial hygiene). Is fluent in all wet chemistry methods including the analysis of BOD, COD, cyanide, hexavalent chromium, ammonia, oil & grease, residues, MBAS, pH, and phosphorus. Responsibilities/Duties/Experience include:

- Development of EEI's internal lab procedures
- Development of EEI's QA/QC policies for wet lab
- Served as technician in the Metals Laboratory
- Knowledge in operation and interpretation of samples analyzed using atomic absorption
- Knowledge of Inductively Coupled Plasma (ICP) spectrophotometry techniques.
- Technical Writing including Standard Operating Procedures
- Laboratory Trainer – Wet Chemistry Analysis

Employment History:

December 1988-Present
Department Manager – Wet Chemistry Lab, *Environmental Enterprises, Inc.,* Cincinnati, OH
As Department Manager, is responsible for the oversight, training, scheduling and coordination of all personnel involved in wet chemistry analysis. Also responsible for QA/QC, sample preparation and sample analysis for this department. Responsible for maintenance and calibration of all lab instrumentation and assists in training and evaluation of personnel during operation of the equipment.

Brad Boyer

CHMM, Field Service Manager/CDL Driver

Education / Training:

B.S. Hazardous Materials Management; University of Findlay, 1991

- OSHA 40-Hour HAZWOPER Training
- OSHA 8-hour HAZWOPER Refresher Training
- Radiation Safety Training
- DOT Regulatory Update HM-215-E Training
- DOT Security HM-232 Training
- Respiratory Fit Testing Training
- Formaldehyde Training
- Sulfide Monitor Training
- 1 of 4 Emergency Response Coordinators

CONTRACT SKILLS AND EXPERIENCE

- 24 years' experience in segregation, transportation, packaging and manifesting hazardous waste.
- Project Management
- Remedial Activities
- Emergency Response Management
- Household Hazardous Waste Management
- Lab Pack Projects
- Sampling Techniques

Experience:

2006 - Present
Manager and Emergency Response Coordinator, *Environmental Enterprises, Field Service Division,* Cincinnati, OH

2004 - 2006
Manager of Oil Water Treatment Facility, *United Waste Water,* Cincinnati, OH

1996 - 2004
Contract Manager, CHMM, *Environmental Enterprises, Lab Pack Services Division,* Cincinnati, OH

1994 - 1996
Approval Chemist, *Environmental Enterprises, Plant Facility Division,* Cincinnati, OH

1992 - 1994
Sample Technologist II, *OHM Corporation,* Cincinnati, OH

Sheri Ruberg
Administrative Support

HHW CONTRACT SKILLS AND EXPERIENCE

- >100 Collection Events
- Segregation of Household Hazardous Waste
- Labeling and Manifesting HHW Waste
- Project Management

Education / Training:

Stenography; Colerain High School, Cincinnati, OH 1984

- Completed all classroom instruction required by EEI's training program
- Supervisory Level Drug Awareness Training
- 24-Hour OSHA Training
- Hazards Awareness Training
- HM232 Standards related to Homeland Security Program Training

Summary:

A total of 30 years' experience with administrative duties including invoicing, bid and quote preparations, budget management, traffic coordinator, and 14 years' experience on Household Hazardous Waste Collections which include Segregation, Labeling & Manifesting.

Employment History:

August 2003-Present
Administrative Assistant, *Environmental Enterprises, Inc.,* Cincinnati, OH
Administrative duties include assisting Director and 5 key personnel, preparing bids and quotes, invoicing, switchboard operator, inventory control.

October 2002-August 2003
Server, *Skyline Chili,* Cincinnati, OH

January 1984-February 2002
Secretary/Traffic Coordinator/Sales/AP&AR, *Magnagraphics, Inc.,* Cincinnati, OH

Household Hazardous Waste Collection Proposal

Part I: Vendor Qualifications

Please describe vendor qualifications, including examples of relevant work performed in the recent past. Include the name and phone number of a contact person for each example provided. Attach to this sheet proof of all necessary state and federal licenses and permits needed for the transportation and disposal of wastes; copies of any notices of violations, administrative orders, or other enforcement actions taken by regulatory agencies within the last five years against the primary vendor, parent company, or probable sources of waste disposal; and copies of any letters of recommendation, awards or other recognition received in the last five years.

Household Hazardous Waste Collection Proposal

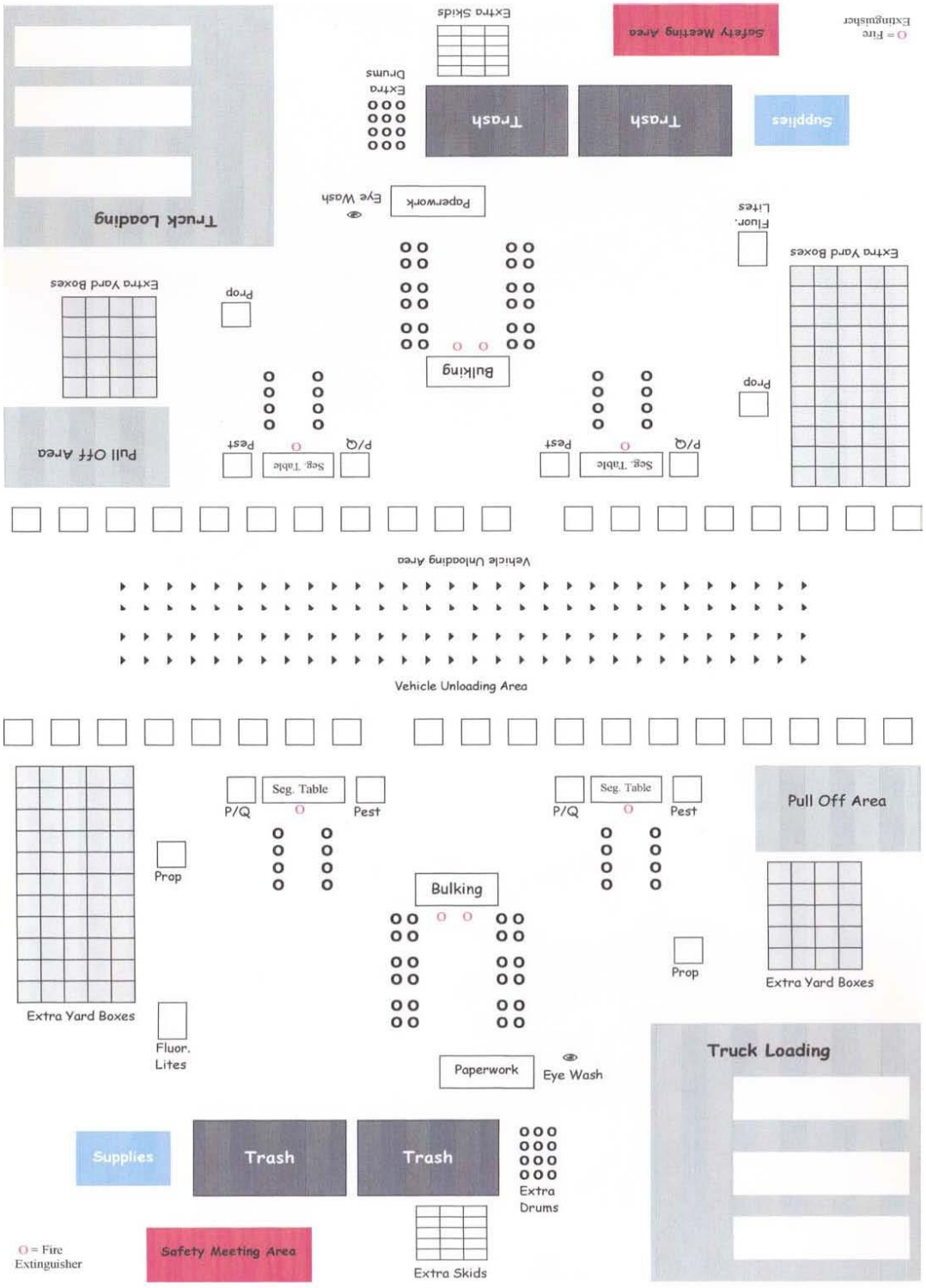
Part II: Site Set-up

The event will take place at the LFUCG old landfill pad, located at 1631 Old Frankfort Pike, Lexington, KY. Cars will enter the site through Jimmie Campbell Drive and exit on Old Frankfort Pike. (Aerial photo of site is attached. Orange arrows indicate traffic flow through the site).

Please provide examples of set-up diagrams for events conducted by your company, especially those with a high volume of traffic that include four lanes. Diagrams should include the following areas: Vehicle Unloading, Material Identification and Separation, Material Bulking, Non-Regulated Waste Disposal, and Truck Loading. Please include plans for handling overflow of traffic and materials, including plans to add more lanes for unloading and plans to bring in materials from outside to accommodate excess wastes. Please attach a description of spill and fire prevention plans, an emergency response plan, and a detailed outline of any volunteer training program provided by the vendor. The protocols for testing for unknown substances and packaging/transporting lithium batteries should also be attached.

Please note that the site of the event is a landfill cap with an asphalt pad cover. Tents cannot be staked and grounding rods cannot be used on the asphalt. Grounding rods can be driven off the pad. The pad and surrounding area will need to be maintained to be in the same condition that existed prior to the event.

EVENT AREA
605 x 630 feet


Extra Yard Boxes
Prop
Fluor. Lites
Seg. Table
P/Q
Pest
Bulking
Paperwork
Eye Wash
Supplies
Trash
Trash
Extra Drums
Extra Skids
Safety Meeting Area
O = Fire Extinguisher
Pull Off Area
Truck Loading
Vehicle Unloading Area



Material Overflow

Resident vehicles which are overfilled or have materials that require special handling requirements are redirected from the traffic line to a specified pull-off area on the project site to be unloaded. This allows for a continuous flow of vehicles in line, while being able to service the needs of the individual residents that require longer and more definitive unloading time.

Traffic Overflow

EEI is ready to accept resident's vehicles 1 hour prior to the advertised start times of the collections. This eliminates starting the collection with a back-up. EEI will start with two lanes for the residents and expand to 4 as the situation dictates. Personnel are selected and given job assignments prior to the start of the collections so should or when this situation develops, an easy transition is enacted on for opening the final 2 preset lanes.

Additional Materials

In the unlikely event that a shortage of materials would be on-site during the collection, EEI has as a contingency, a trailer pre-loaded and maintained with Yard Boxes and drums. An early assessment of the situation is made by EEI's Site Coordinator and the trailer is immediately dispatched from the plant. EEI's facility is within an hour and 25 minutes of the site. The assessment is made early so that there would be no interruption of service or packaging during the event.

ON-SITE COST TRACKING METHOD

EEI's site/project manager will obtain hourly counts of full containers, and using a spreadsheet, will keep a running total of costs incurred by the district based on quoted rates and the number and types of wastes collected. This information will be provided to the county project manager for their review.

A tally sheet is used to prepare the manifest and provides a running total of the types of wastes collected, as they are loaded onto transport vehicles. This tally sheet will be used to obtain the data and costs described above. A copy of this sheet is enclosed for reference.

Generator Manifest # Trailer #

Quantity	Size	Physical State	B/LP	Profile #	Name of Material	Total Weight
		CY	LP	HHPROP	Propane 2.1	
		CY	LP	HHFX	Fire Extinguishers 2.2	
		CY	LP	HHHELIUM	Helium 2.2	
			LP	HHALUM	Paint, Aluminum	
	55	DM	B	HHBFL	Flam Liq (gas, kerosene) 3	
	55	DM	LP	HHFLLP	Flam Liq (paint, paint thinner) 3	
	55	DM	LP	HHPLIQ	Pest Liq (malathion, chlordene) 3	
	5	DF	LP	HHFSLP	Flam Solid (magnesium) 4.1	
	55	DM	LP	HHOXLPL	Oxdizing Liquid, 5.1	
	55	DM	LP	HHOXLPS	Oxidizing Solids, 5.1	
	5	DF	LP	HHOPER	Org Per. Type D (peroxide) 5.2	
	5	DF	LP	HHTICN	Trichloroisocyanuric Acid	
	5	DF	LP	HHLITR	NA1057, Lighters, 3, PGII ERG#115	
	5	DF	LP	HHNICD	Tox Sol Inor (NICD batteries) 6.1	
	Yard Box	CF	LP	HHPSOL	Pest Sol. (Sevin)	
	5	DF	LP	HHTXLP	Tox Sol Inor (lead, chrome) 6.1	
	55	DM	LP	HHACLP	Cor Liq Acid (sulfuric acid) 8	
	55	DM	LP	HHALLP	Cor Liq Basic (sodium hydroxide) 8	
	5	DF	LP	HHMERC	Mercury, 8	
	Yard Box	CF	B	HHPbac	Batteries filled with acid, 8	
	55	DM	B	HHASB	Asbestos, 9	
	55	DM	B	HHBALL	PCB Solid, 9	
	5	DF	LP	HHLIBT	Lithium Batteries	
	5	DF	LP	HHSMOK	Non-reg (smoke detectors)	
	55	DM	B	HHANTI	Non-reg (antifreeze)	
	20	DF	LP	HHBATT	Non-reg (household batteries)	
	55	DM	LP	HHCLNR	Non-reg (household cleaners)	
	Yard Box	CF	B	HHFERT	Non-reg (fertilizer)	
	Skid/Box	CF	B	HHFLOR	Non-reg (fluorescent bulbs)	
	55	DM	LP	HHOFIL	Non-reg (oil filter)	
	55	DM	B	HHOIL	Non-reg (oil)	
	55	DM	LP	HHPUTY	Non-reg (putty & adhesives)	
	Yard Box	CF	B	HHPUTY	Non-reg (putty & adhesives)	
	YD/55	CF/DM	LP	HHAERO	Consumer Com. (aerosols)	
	55	DM	LP	HHPAER	Consumer Com. (pyrethrin)	
	Yard Box	CF	B	HHPNT	Consumer Com. (household paint)	
	5	DF	LP	HHISO	UN3080, Isocyanates, Toxic, Flam, n.o.s.; 6.1 (3), PGII	

HHW Equipment List

Supervisor: _____ Job Location: _____ Work Order No:
Trailer Number: _____ Event Date: _____ Comp. By: DePeel
Number of Vehicles: _____ Collection Times: Date:

MET ☐ Rented Trailer ☐ Date Rented: _____ Date Returned: _____

Transportation	Req'd	Comp.	Trailer#
Tractor Trailer			
Straight Trucks			
Roll-off Boxes			
Forklift Carrier			
Materials Handling			
Fork Lifts			
Propane Tanks			
Pallet Jack			
Skids BIG			
Carts			
Oil Totes			
Drum Funnels			
Gird. Rods/cables			
Bung Wrenches			
Razor Knives			
Hazcat Kits			
Packaging			
Cubic Yard Kits			
Bulk Steel Drums			
55g Steel Drums			
30 Gal. Drums			
20 Gal. Fibers			
5 Gal. Polys			
55g Poly Drums			
Light Bulb Boxes			
Vermiculite (Bags)			
Roll-off Liners			
Recovery Drums			

PPE	Req'd	Comp.	Trailer#
Safety Glasses			
Face Shields			
Yellow Tyveks (Case)			
White Tyveks (Case)			
Cloth Gloves			
Black Gloves (Pair)			
Latex Gloves (Boxes)			
Dust Masks			
Sweat Bands			
Emer. Response			
Org Sorbent Pads (Bundle)			
Inorg Sorbent Pads (Bndle)			
Oil Dry Bags			
Fire Extinguishers			
First Aid Kits			
Portable Eyewash			
Marking & Labeling			
Labeling Kits	Lpk		
Grease Pens	Lpk		
Ink Pens	Lpk		
Non-Haz Labels	Lpk		
Non-Haz HCTs	--		
Packing Lists	--		
Pkg. List Envelopes	--		

Site Preparation	Req'd	Comp.	Trailer#
Shrink Wrap			
Traffic Cones			
Plastic – **20 x 100**			
Plastic – **40 x 100**			
Plywood			
Warning Signs			
Shovels			
Brooms			
Duct Tape			
55 Gal Water Drums			
Bungs **(Bucket)**			
Water Cooler			
Hand Soap			
Paper Towels			
Tool Box			
5 Gal Water Drum w/spicket			
Documents			
Manifests	Lab Pack		
Bill of Lading	Lab Pack		
Profiles	Lab Pack		
Work Orders	Lab Pack		
Dir. To Job Site	Lab Pack		
Personnel List	Lab Pack		
Personnel Mobilization			
No. of Personnel			
EEI Personnel			
GI Personnel			

OFF-SITE FACILITIES LIST

CEMENT KILN

ESSROC Cement Company (Fuels Program Managed by C.P. Recycling)
3084 W. County Road 225 South
Logansport, IN 46947
EPA ID: IND 005081542
Phone (574) 753-2675
Contacts: Grant Meeks
Fax: (574) 753-7232

Lone Star Industries

2524 South Sprigg Street
Cape Girardeau, MO 63701
EPA ID: MOD 981127319
Phone: (573 335-2083
Contact: Dave Jordan
Fax: (573) 335-8992

Lone Star DBA Buzzi Unicem
Greencastle WDF Facility
3301 South County Road
Greencastle, Indiana 46135
EPA ID: IND 006419212
Phone (765) 653-8816
Contacts: Tony Bannon
Fax: (765) 653-3556

ORGANIC SLUDGES & SOLIDS FOR FUEL BLENDING

Lone Star Industries
2524 South Sprigg Street
Cape Girardeau, MO 63701
EPA ID: MOD 981127319
Phone: (573 335-2083
Contact: Dave Jordan
Fax: (573) 335-8992

Giant Resource Recovery-Sumter
755 Industrial Road
Sumter, SC 79151
EPA ID: SCD036275626
Phone: (803) 773-1400
Contact: James Harlan

DEEP WELL INJECTION FOR EEI TREATED WASTEWATERS

Vickery Environmental
3956 State Route 412
Vickery, OH 43464
EPA ID: OHD 020273819
Phone: (419) 547-7791
Contact: Carolyn Golamb
Fax: (419) 547-6144

INCINERATORS (Hazardous Waste)

Clean Harbors, Inc. (Formerly Teris)
309 American Circle
El Dorado, AR 71730
EPA ID: ARD 069748192
Phone: (870) 864-3663
Contact: Tina Estridge
Fax: (870) 864-3674

Veolia Environmental Services
Trade Waste Incineration
7 Mobile Avenue
Sauget, IL 62201
EPA ID: ILD 098642424
Phone: (618) 271-2804
Contact: Jan Gallee
Fax: (618) 271-9704

WTI (Von Roll)
1250 St. George Street
East Liverpool, OH 43920
EPA ID: OHD980613541
Phone: (330) 385-7336
Contact Lorraine Davis
Fax: (330) 385-7813

INCINERATORS (PCB'S)

Veolia Environmental Services (formerly CWM – Port Arthur)
Hwy 73 (3.5 miles W. of Taylor's Bayou)
Port Arthur, TX 77640
EPA ID: TXD 000838896
Phone: (409) 736-2821
Contact: Rosa Landry
Fax: (409) 736-1636

Clean Harbors Deer Park, LP

2027 Battle Ground Road
Deer Park, TX 77536
EPA ID: TXD 000838896
Facility Phone: (281) 930-2300
Contact: Shelby Beilke
Contact Phone: (773) 646-6202
Fax: (773) 646-6280

LANDFILL - SANITARY

Rumpke
10975 Hughes Road
Cincinnati, OH 45251
EPA ID: N/A
Phone: (513) 851-0122
Contact: Greg Spurlock
Fax: (513) 825-4839

Rumpke (Pendleton County Landfill)
1374 Bryan Griffin Road
Butler, KY 410006
EPA ID: KY0000997957
Phone: (800) 367-8235
Contact: Brian Burgemeir
Fax: (859) 472-7021

LANDFILL – SANITARY (Cont.)

Bavarian Landfill
12764 McCoy Fork Road
Walton, KY 41094
EPA ID: N/A
Phone: (859) 485-4416
Contact: Rick Bruggemann
Fax: (859) 485-1406

Waste Management of Ohio
Stony Hollow RDF
2460 South Gettysburg Road
Dayton, Ohio 45118
EPA ID: N/A
Facility Phone: (937) 268-1133
Fax: (937) 268-1133
Contact: Rudy Ramey

LANDFILL (SECURE)

Wayne Disposal, Inc. (E.Q.)
49350 North I-94 Service Drive
Belleville, MI 48111
EPA ID: MID 048090633
Phone: (800) 592-5489
Contact: Melissa Rickabaugh
Fax: (800) 592-5329

Envirosafe Services of Ohio, Inc.
876 Otter Creek Road
Oregon, OH 436165
EPA ID: OHD 045243706
Facility Phone: (800) 537-0426
Contact: Dave Ridgnour
Fax: (419) 698-8663

LANDFILL (PCB)

Wayne Disposal, Inc. (E.Q.)
49350 North I-94 Service Drive
Belleville, MI 48111
EPA ID: MID 048090633
Phone: (800) 592-5489
Contact: Melissa Rickabaugh
Fax: (800) 592-5329

MERCURY & LIGHT BULB RECYCLERS

AERC Recycling Solutions, Inc.
2591 Mitchell Ave.
Allentown, PA 18103
EPA ID: PAD987376726
Phone: (800) 554-2372
Contact: Michelle Park
Fax: (610) 797-7696

Veolia Environmental Services
1275 Mineral Springs Drive
Port Washington, WI 53074
EPA ID:
Phone: (262) 243-8900
Contact:
Fax: (262) 284-3775

STABILIZATION

Michigan Disposal, Inc. (E.Q.)
49350 N. I-94 Service Drive
Belleville, MI 48111
EPA ID: MID 000724831
Phone: (800) 592-5489
Contact: Melissa Rickabaugh
Fax: (800) 592-5329

Envirite
2050 Central Avenue, SE
Canton, OH 44707
EPA ID: OHD 980568992
Phone: (330) 456-6238
Contact: Sam Pantuso
Fax: (330) 456-2801

Stablex of Canada, Inc.
760 Industrial Blvd.
Blainville (Quebec) J7C 3V4
EPA ID: NYD 980756415
Phone: (514) 430-9230
Contact: Natalie Mathieu
Fax: (514) 430-4642

EQ of Detroit
1923 Frederick Street
Detroit, MI 48211
EPA ID: MID980991566
Phone: (313) 923-0080
Contact: Katie Marie
Fax: (313) 923-3375

PCB TREATMENT

Clean Harbors
1672 E. Highland Road
Twinsburg, OH 44087
EPA ID: OHD 986975399
Facility Phone: (330) 425-3825
Contact: Shelby Beilke
Contact Phone: (773) 646-6202
Facility Fax: (330) 487-5784

Clean Harbors
1302 West 38th Street
Ashtabula, OH 44004
EPA ID: OHD 981093420
Facility Phone: (440) 992-8665
Contact: Shelby Beilke
Contact Phone: (773) 646-6202
Facility Fax: (440) 992-5784

WASTEWATERS (NON-D002)

Permafix of Dayton
300 Cherokee Drive
Dayton, OH 45247
EPA ID: 004274031
Phone: (937) 268-6501
Contact: Kim Black
Fax: (937) 268-5734

EMPTY DRUM RECYCLER

Queen City Barrel
1937 South Street
Cincinnati, OH 45204
EPA ID: OHD987016284
Phone: (513) 921-8811
Contact: Eddie Paul
Fax: (513) 921-3684

Dayton Industrial Drum
1880 Radio Road
Dayton, Ohio 45431
EPA ID: OHD057540114
Phone (800) 253-1997
Contact: Joe Brucken
Fax: (937) 253-8656

ANTIFREEZE RECYCLING

Consolidated Recycling
8 Commerce Drive
Troy, IN 47588
EPA ID: IND 098958283
Phone: (812) 547-7951
Contact: Jerry Brown
Fax: (812) 547-7954

Chesapeake Environmental Services
8464 Ardick Ardmore Road
Landover, VA 20785
EPA ID: NA
Phone: (888) 773-2784
Contact: John Stein

Ecofreeze
3280 Peachtree Corners Circle Suite A
Norcross, GA 30092
Phone: (770) 729-0880
Contact: Carl Ferrans
Fax: (770) 726-0906

E-WASTE RECYCLING

Enviro Electronics
30700 Center Road
Solon Ohio 44139
EPA ID: N/A
Phone: (216) 832-3081
Contact: Mike Frothingham
Fax:

LEAD ACID BATTERIES FOR RECYCLE

Quemetco
7870 W. Morris Street
Indianapolis, IN 46241
EPA ID: IND000646943
Facility Phone: (317) 243-6538
Contact Tom Kelly
Phone (800) 527-9452 ext 278
Fax: (214) 631-4013

Doe Run Co. Buick Resource & Recovery Facility
HCL Box 1395
Boss, MO 65440
EPA ID: MOD 059200089
Phone: (573) 626-4813
Contact: Elaine Bailey
Fax: (573) 626-3405

USED OIL RECYCLING

Enterprise Oil Company
5201 Middlebrook Pike P.O. Box 52044
Knoxville, TN 37950-2044
EPA ID N/A
Facility Phone: (800) 875-3860
Contact: Dave Chovanec
Contact Phone ☹865) 588-1544
Fax: (865) 588-1544

Permafix of Dayton
300 Cherokee Drive
Dayton, OH 45427
EPA ID: OHD 004274031
Phone: (937) 268-6501
Contact: Kim Black
Fax: (937) 268-9059

CYLINDERS

Treatment One (Division of SET Environmental)
5738 Cheswood
Houston, TX 77087
EPA ID: TXD 055135388
Phone: (713) 645-8710
Contact: Shelia Armstrong or Sandy Moody
Fax: (713) 649-1027
Fax: (865) 588-1544

Customs Environmental Services

7722 9th Street NM
Edmonton, Alberta T6P1L6
EPA ID: N/A
Phone: (780) 440-1825 or (800) 661-5792
Contact: Gerry Gerke
Fax: (780) 440-2428

DIXOIN WASTE (EPA Waste Code F027)

Customs Environmental Services
7722 9th Street NM
Edmonton, Alberta T6P1L6
EPA ID: N/A
Phone: (780) 440-1825 or (800) 661-5792
Contact: Gerry Gerke
Fax: (780) 440-2428
Fax: (865) 588-1544

AEROSOL CANS

Customs Environmental Services
7722 9th Street NM
Edmonton, Alberta T6P1L6
EPA ID: N/A
Phone: (780) 440-1825 or (800) 661-5792
Contact: Gerry Gerke
Fax: (780) 440-2428

Rineco
1007 Vulcan Road P.O. Box 729
Benton, AR 72018
EPA ID: ARD981057870
Phone: (800) 377-4692
Contact: David Spea
Fax: (501) 778-8505

ALKALINE BATTERIES FOR LANDFILL

Envirosafe Services of Ohio, Inc.
876 Otter Creek Road
Oregon, OH 436165
EPA ID: OHD 045243706
Facility Phone: (800) 537-0426
Contact: Dave Ridgnour

NI CD and LITHIUN ION BATTERIES FOR LANDFILL

Stablex of Canada, Inc.
760 Industrial Blvd.
Blainville (Quebec) J7C 3V4
EPA ID: None
Facility Phone: (450) 430-9230
Facility Contact: Natalie Mathieu
Facility Fax: (450) 430-8200

ALKALINE, NI CD, and LITHIUN ION BATTERIES FOR RECYCLING

INMETCO
P.O. Box 720
245 Portersville Road
Ellwood City, PA. 16117
EPA ID: PAD 087561015
Facility Phone: (724) 758-2800
Facility Contact: Marty Clark
Facility Fax: (724) 758-2845
Sales Contact: Al Hardies
Sales Phone: (724) 758-2825

NON-HAZARDOUS WASTE TO ENERGY INCINERATION

COVANTA
2320 South Harding Street
Indianapolis, Indiana 46221
Facility Phone: (317) 634-7367
Sales Contact: Bernie Heille
Sales Phone: 317 299-8412

OPERATIONS PLAN

The execution and ultimate completion of a HHW Collection Event requires a Waste Management Plan. The plan begins with the acceptance of HHW and ends with the recycling, processing and/or disposal of HHW in compliance with all Federal, State, City, and local rules and regulations.

There are six aspects of our **Waste Management Plan:**

A. Waste Determination. Our chemist and/or environmental scientist will inspect household waste and waste container labeling to determine the hazard classification of the material. If a particular material is acceptable (that is, if the material is confirmed to be household waste or waste excluded from regulations under 40CFR Part 260), the material will be accepted. If a particular material is unacceptable, the resident will be advised of safety precautions to follow for disposal of the material. See Section **"Unacceptables"** for wastes that will not be accepted.

EEI will review all materials for acceptability. EEI may choose to accept some unacceptable materials depending upon the material's condition, toxicity, and potential risks to health or environment. EEI can accept asbestos, medicines and smoke detectors for disposal.

B. Waste Identification. We will perform HAZ-CAT testing on unlabeled material from residents, which includes but is not limited to pH odor, flash, viscosity, color and physical characteristics. However, in some cases, unknown wastes may be accepted without analytical testing. Our field chemists and technicians draw from a wealth of knowledge and years of experience in the process of hazardous waste identification and classification.

C. Waste Segregation. Hazardous waste will be segregated according to the Department of Transportation hazard classifications. Additional segregation may be required, depending on the ultimate site criteria, if applicable or chemical compatibility. Segregated hazardous waste is classified, packaged, labeled and removed in accordance with our "Waste Packaging" procedures. The segregation process meets the requirements of 40CFR Part 260 and 261 and 49CFR Part 172.

D. Waste Packaging. All packaging of wastes will be performed to ensure strict compliance with Department of Transportation regulations for hazardous materials shipments. EEI utilizes containers that provide the maximum amount of volume at the most economical rate. EEI does not Bulk Paint On-site.

E. Waste Stream Management. EEI will adhere to the following waste management hierarchy to the greatest extent practical and permitted by law: recycling, reprocessing, fuel-blending, treatment, RCRA incineration, and RCRA landfilling. Incineration will take precedence over landfilling. EEI does not landfill anything without pre-treating it first and tries to landfill as little as possible. The objective of household waste programs is to remove hazardous materials from landfills and recycle or reuse it.

F. Waste Tracking. EEI has one of the most complete computer tracking systems in the industry for monitoring the disposal routes of hazardous materials. Our system of documentation is three phases: (1) confidential profile systems, (2) computer log, and (3) bar coding. Before waste is received at our facility, a Pre-numbered profile is submitted detailing information about the generator and generators waste stream. When materials are received at our facility, a unique

numbered barcode system tag is affixed to each container and entered into the computerized log. This tag identifies profile, generator, and manifest and gives area location for each container received and stays with its particular waste stream as it makes its way through our facility and treatment processes. Thirdly, all steps are tracked by our computer logging system. This enables us to monitor your materials from point of generation/shipment through treatment to final disposal. At any given point in time we are able to tell you the disposition of your materials.

Site set-up. EEI's site designs will be as such to accommodate large volumes of traffic and "walk-ins", with a maximum wait time of twenty minutes per vehicle. Operations will be conducted to ensure protection of the environment and the safety of all participants, and to ensure the timely removal of all collected materials following completion of each event.

Examples of Site Plans typical of EEI HHW Collections are enclosed. EEI tailors its plans to each site in order to achieve the following:

1. Adequate safety measures to protect personnel/participants
2. Protection of property and environment
3. Ease of operation
4. Maximum efficiency in materials management
5. Maintain traffic flow to avoid congestion and reduce unloading time
6. Compliance with all Federal, State, and Local rules and regulations.
7. Compliance with contract requirements

EEI will work with the District to prepare, revise and modify final plans, as conditions require.

Volunteers. Volunteers will be used for directing traffic and conducting surveys. EEI will hold a general safety meeting with all volunteers prior to the start of each event.

Staffing. Each Collection site will be managed by personnel with a minimum of four years' experience in Household Hazardous Waste. EEI will provide the appropriate number of personnel to staff each collection in these key areas as follows:

PROJECT MANAGER: Brian DePeel, Director
4650 Spring Grove Avenue
Cincinnati, Ohio 45232
(800) 850-3587 / (513) 853-3587
Fax: (513) 853-3597

Site Manager: Will coordinate all on-site activities including the testing of unknowns. Individual will also be responsible for site safety.

Regulatory Technologist/Chemist/DOT Specialist: Will ensure the proper segregation and compatibility of materials received. Will ensure compliance with U.S. DOT regulatory requirements for packaging, labeling, and manifesting of materials.

Technicians: Will assist in unloading and proper routing of vehicles and material. Consolidation of oils and antifreeze, packaging, and labeling of drums.

Drivers: Delivery and unloading of supplies and materials to each station. Loading of packaged wastes and miscellaneous labor as needed.

Laborers: Traffic control, resident verification, surveys, assist technicians unloading vehicles, trash management. All site workers will be employees of Environmental Enterprises, Inc. and at a minimum will have had awareness training on HHW and prior experience on HHW projects.

OPERATIONS. The following operations plan is typical of a comprehensive full turn-key Household Hazardous Waste Collection program performed by EEI. EEI works with each Solid Waste District to tailor operations and plans that meet the requirements specific to each project.

The performance of each HHW collection event will be conducted in the following stages:

1. Mobilization
2. Site Preparation
3. Collection
4. Labeling, Manifesting and Placarding
5. Site Clean-up/Demobilization

Mobilization. EEI typically mobilizes to the site on the Friday prior to the collection event. Mobilization will consist of delivery of materials and personnel using box trucks, tractor trailers, passenger vans and a few personal vehicles. Vehicles and roll off boxes for removal of trash will also be staged at each location, as required. Materials and equipment will include the following:

- DOT specification containers for packaging of materials
- Vermiculite for packaging
- Spill Kits (oil dry, shovels, brooms, etc.)
- Safety, first aid and emergency equipment
- Tents and related equipment
- Heavy gauge plastic to protect the collection/packaging areas
- Drum/container labeling kits
- Tables for materials collection/segregation
- Conveyors for movement of materials
- Portable toilets (if required)
- Traffic cones/markers
- Fork lifts

Site Preparation. EEI will coordinate with the District and site owners to ensure that arrival times do not interfere with normal operations of the owner's facility. EEI anticipates that site preparation will take approximately one and one-half hours. During this time, tents may be erected, heavy gauge plastic will be rolled out to cover the receiving and packaging areas for spill containment and cleanliness, and tables for receipt of materials will be set in place. Site set-up typically occurs the day before the collection event, but can be completed the morning of the event if a requirement of the owner.

Markers and signs will be placed for traffic flow and control. Drums and packaging materials will be staged in appropriate areas. Emergency equipment will be placed at proper locations.

The site area will be surveyed for the potential for, or presence of any environmental problems, such as open sewers or drains, runoff potential and previous spills. If any of these conditions exist, appropriate action will be taken.

Upon completion of site preparation, we will be ready to begin receipt of materials as scheduled. EEI will also make arrangements to provide site security where needed.

Collection Event. EEI will be prepared to perform this event in any type of weather. If needed, tents will be erected, storm drains will be covered, and rain gear will be available for all EEI personnel, all volunteers, and District representatives. EEI will work with as much speed and efficiency to keep collected materials, documents, etc. as dry as possible.

In order to accommodate a large number of vehicles and a goal of less than fifteen minutes wait per vehicle, EEI intends to run a minimum of two (2) traffic lanes at the site plus provide for expansion of this if necessary to four (4) lanes as contingency lanes should turnout of participants be larger than expected. Final plans will be tailored for the site to make vehicle unloading and material receipts as efficient as possible. EEI will consult with the District prior to the actual event to develop site set-ups that will be the most advantageous in regards to traffic flow, safety and ease of operation.

EEI will be ready to begin the events one hour prior to the advertised starting time to prevent the initial backlog of cars common to these events. EEI works with each district to coordinate predetermined times of readiness.

As vehicles approach the collection area, they will be diverted into multiple lines delineated by traffic cones or other suitable markers/barriers. EEI staff or volunteers will be present, if needed, to perform the following:

1. Verify resident eligibility
2. Conduct surveys, as required
3. Provide instructions to residents
4. Have trunks opened

Upon entering the collection area, arriving vehicles will be checked for type of material and unloaded by EEI personnel into the closest packaging area. EEI will have boxes or other suitable containers on hand to unload loose items from incoming vehicles.
Materials flow pattern will be:

1. Receipt
2. Proper segregation
3. Packaging
4. Container closure and labeling.
5. Loading into transport vehicles.

Unacceptables. The following materials are "unacceptable" and will be excluded from HHHW collection events:

- Explosives, gunpowder, ammunition
- Construction waste
- Radioactive Materials
- Compressed Gas Cylinders not identified on the price list or which are not approved for acceptance by the district.
- White Goods (including Freon containing appliances)
- Tires

Additionally, EEI will not accept infectious or pathogenic wastes, such as used needles and syringes in sharp containers unless requested by the district.

Should any of these materials be brought to the collection sites, residents will be informed immediately as to:

- Hazardous characteristics associated with the waste
- Reasons as to why the waste is unacceptable
- Safety precautions to be taken

EEI will be responsible to review all materials for acceptability. If EEI accepts "unacceptables", EEI assumes all risks associated with the waste stream and their proper management and disposition.

Unknowns. Unknown materials will be taken to a pre-designated area for characterization and identification. An attempt will be made to identify unknowns on-site using a HazCat System.

Specific tests that we can perform with this system are:

1. Ignitability
2. Corrosivity
3. Reactivity
4. Presence or Absence of RCRA Metals
5. Presence or Absence of Sulfides & Cyanides
6. Presence of Peroxides
7. Determination of Oxidizers
8. PCB's
9. Presence or Absence of Halogens
10. Pesticides

Bulking of Materials. Strict procedures will be followed for the consolidation/bulking on-site of collected non-ignitable oils, antifreeze, and solvents in 1 gallon or greater containers. Solvents in less than 1 gallon plastic or metal containers will be "loose-packed". Solvents in less than 1 gallon glass containers will be "lab-packed". Only DOT approved 55 gallon drums will be used as receptacles for bulking/consolidation. All precautionary measures will be taken to limit splashing of materials and containment of any spillage during this bulking operation. Personnel performing this function will be in protective equipment (tyvek suits, latex or heavy rubber gloves and air purifying respirators.

EEI will blend on site the following solvents:

Acetone	methyl ethyl ketone	xylene
Alcohols	methyl isoamyl	
butyl acetate	methylene chloride	
cyclohexane	mineral spirits	
dimethylsulfoxide	octane	
ethyl acetate	octanol	
ethyl benzene	pentanone	
ethyl butyl ketone	perchloroethylene	

gasoline	petroleum ether
heptanes	petroleum oils
isobutyl acetate	petroleum distillates
isopropyl acetate	propyl acetate
kerosene	tetrachloroethylene
ketone	tetrabromoethane
lacquer thinner	toluene
methyl acetate	vegetable oils

EEI will not blend the following reactive materials on-site:
plasticizers, curing agents, hardeners, activators, catalysts, isocyanates and part A and B epoxy resins.

EEI will not blend the following OSHA listed or suspect Carcinogens:

benzene	dichloromethane
carbon tetrachloride	1,4 dioxane
chloroform	formaldehyde

EEI will not blend the following solvents due to toxicity:
(TLV <50 ppm)

acetonitrile	dichloromethane
benzene	1,4 dioxane
butoxyethanol	formaldehyde
carbon tetrachloride	phenol
chlorobenzene	tetrachloroethane
chloroform	

A designated area for bulking materials will be predetermined by the Project Manager and Site Manager. Such an area will be away from the main collection and packaging areas, if possible with a buffer zone in between. Spill equipment will be staged in close proximity. The ground underneath and surrounding the collection drums will be layered with heavy gauge plastic and diked with small amounts of absorbent for spill containment. All waste receptacles will be properly bonded and grounded. Only non-sparking tools will be used for container opening and closure. No monitoring equipment is required for our process, and an air pollution permit is not required as well.

HHW to be "lab packed" or "loose-packed" are segregated into DOT hazard classes. Further segregation then occurs based upon the compatibility of materials within those hazard classes.

Following this segregation and classification, all materials are then packaged into DOT specification 17H, 55 gallon open head steel drums with sufficient absorbent for cushioning and spill prevention. All closure, labeling and marking of containers is then performed in accordance with DOT requirements per 49 CFR 172.

Labeling, Manifesting and Placarding. Containers are labeled in accordance with 40CFR 261 and 262 as well as 49CFR 172.100, 49CFR 172.101 and 49 CFR 172.400. This includes Generator/Shipping description, labels, hazard class and other required markings. EEI will be listed as the generator on the above labels.

A hazardous waste manifest will be used as a shipping document in accordance with 40CFR 262, 40CFR 263 and 49CFR 172. The manifest will indicate EEI as the generator. A copy of the completed manifest(s) will be provided for the District's use prior to departure from the site.
All vehicles transporting HHHW shall be placarded in accordance with 49CFR 172 Subpart F.

Site Clean-up/Demobilization. Following the close of the event, site cleanup will begin. Final packaging of any materials still in the collection areas will be performed. All documentation (manifest preparation, etc.) will be completed. Packaged and labeled containers will be loaded onto transport vehicles. Vehicles will be placarded appropriately in full compliance with DOT regulations. Traffic barriers will be removed and returned to owners (if supplied by local highway, law enforcement, or District Officials). All trash will be picked up and placed in roll-off boxes which will then be secured with tie down tarps for transport. Tents will be taken down and all ground covers removed and placed in trash for removal by EEI. Upon completion of these operations, EEI will conduct a visual walk through inspection with the Site Coordinator/District representative to assure return of the site to its original condition, and that EEI has performed all contract requirements to the satisfaction of all parties involved.

Waste packaging. The following packaging methods will be used for all material received from residents during the HHHW Collection Event:

1. Consolidation
   Motor oil, antifreeze and solvents greater than 1 gallon will be bulked (pour out on site).
2. Loose-pack Containerization for the following:
   a. Oil Paints
   b. Latex Paints
   c. Aerosols
   d. Asbestos
   e. Adhesives/Resins/Solid Paints
   f. Button/Nickel/Cadmium/Household Batteries
   g. Solvents, Thinners, Gasoline less than 1 gallon in metal or plastic
   h. Pints & Quarts of Paint
   i. Fluorescent Lights
   j. Ignitable liquids
   k. Cleaners
   l. non-regulated liquids and solids
3. Lab Pack Containerization for the following:
   a. Reactives
   b. Acids/Bases
   c. Oxidizers
   d. Solid/Liquid Pesticides and Poisons
   e. Halogenated Solvents
   f. Flammable liquid less than 1 gallon in glass containers.

For cost reduction purposes, EEI will use the following types of containers:

1 cubic yard Triwall Boxes will be used to package pints, quarts, gallons, and 5 gallon paint containers, 55 gallon steel drums may also be used for pints and quart containers. 55 gallon steel drums will be used to bulk solvents, oils, antifreeze, etc. Only containers of 1 gallon or greater capacity will be bulked. Smaller containers will be loose packed in 55 gallon open head drums.

55, 20, and 5 gallon DOT approved containers will be used for all lab pack per DOT regulation found in 49 CFR 173.12 with sufficient cushioning/sorbent material as specified. EEI is party to DOT exemption #DOT-E 9723 & #DOT-E 10441 which allow us to transport cyanides and acids in the same vehicle if need be. This saves the District the expense of a dedicated truck for cyanides. This savings is included in our pricing.

55 gallon steel drums will be used to loose pack miscellaneous ignitable wastes and non-regulated wastes which are not glass and not bulked. This packaging is considered an overpack by DOT not a lab pack.

55 gallon steel drums will be used to package all asbestos wastes. Prior to placing in the drum all asbestos will be wrapped or placed in plastic.

EEI uses cubic yard boxes for the packaging of one gallon, five gallon, pint and quart containers of paint waste. By comparing this method to the bulking of paint on-site we have found that our method is more cost effective. The weight of a yard box (35 lbs) plus the weight of the paint cans (10 lbs) is still less than the weight of a 55 gallon steel drum (52 lbs) used for on-site bulking. Also our price for paint filled yard boxes includes the disposal of the cans once they are processed at our facility.

Upon receipt at EEI, we have three platform scales for determining the weights of materials resulting from a Household Hazardous Waste Collection event. These scales are used to determine the gross and net weights used for billing on this effort. The net weights correspond to each unit of material manifested from the collection site. These are recorded on weight sheets.

When performing lab packing, EEI strives to package materials as efficiently as possible to keep to a minimum the number of shipping containers. EEI will provide container packing lists to the District for all lab packs to document drum contents. Any and all "lab pack" containerization performed by EEI is in strict accordance with U.S. DOT requirements as specified in 49CFR, Part 173.12. DOT's lab pack limits are:

Shipping Container Size	Max. Vol. Liquids	Max. Vol. Solids
85 Gallon	55 Gallons	450 lbs.
55 Gallon	20 Gallons	450 lbs.
30 Gallon	12 Gallons	300 lbs.
16 Gallon	7 Gallons	160 lbs.
5 Gallon	2 Gallons	45 lbs.

WASTE MATERIALS MANAGEMENT. EEI has processed over 100,000 drums of household hazardous waste. Most of these wastes have been recycled/reused. EEI will be the final recycle/treatment facility for many of the wastes that are to be collected from District residents. Information regarding EEI's facility, capabilities and Transportation Division are included in the Qualifications Statement.

Pursuant to EEI's sequence of disposal methods, the ultimate process of each accepted waste is listed below:

1. Paints - **Fuels Blending/Reuse**
2. All Batteries - **Recycling**
3. Motor Oil - **Fuels Blending/Reuse/Recycling**
4. Antifreeze - **Reprocessing for Reuse**
5. Solvents (Gasoline, Thinners, etc.) - **Fuels Blending/Reuse**
6. Pesticides & Poisons, Solid & Liquid – Incineration or Secure Landfill
7. Aerosol Cans - **Fuels Blending/Metal Recovery & Gas Utilization**
8. Acids/Bases - **Reuse**/Aqueous Treatment
9. Reactives – Incineration or Hydrolysis
10. Asbestos - Landfill
11. Adhesives - Incineration
12. Oxidizers – **Reuse** or Aqueous Treatment
13. Poly-chlorinated Biphenyls (PCB's) - Incineration
14. Fluorescent Light Tubes - **Recycling**
15. Propane Cylinders - **Reuse/Recycling**
16. Clean Cardboard/Paper/Plastic - **Recycling**
17. Smoke Detectors – Secure Landfill
18. Pharmaceuticals – Wet Shredding

EEI will manage all waste materials that EEI accepts in this order: (1) Reuse, (2) Recycling, (3) Incineration, and (4) Land Disposal as permitted by law.

Environmental Enterprises, Incorporated (EEI) is a commercial treatment facility and does not create waste, but generates treatment residues of wastes shipped to us for treatment. Each of these waste streams consists of only the material that cannot be practically treated by any other method. EEI strives to provide sound waste management alternatives that make use of recycling, reuse and reclamation technologies our first priority. As technologies advance and regulations change, EEI continues to search for processes that minimize disposal and maximize recycling/reuse and recovery technologies.

EEI utilizes a variety of treatment methods, such as chemical reduction, oxidation and neutralization to remove as many hazardous constituents possible from each waste stream not amenable to recycle/reuse.

EEI also recycles paints through reuse and fuels blending. All paints, including latex paints, typically contain titanium dioxide and other inorganic pigments that become raw material for feed stock. The organic portion of the paint is used as fuel. This recycling process reduces the amount of raw materials and fossil fuels required in the manufacturing of Portland Cement.

LITHIUM, LITHIUM ION AND MAGNESIUM BATTERIES

THESE GUIDELINES ARE WRITTEN TO TAKE INTO ACCOUNT U.S. DOT REGULATIONS. EEI HAS ADOPTED THESE GUIDELINES TO ENSURE NOT ONLY DOT PACKAGING COMPLIANCE BUT ALSO TO ENSURE THAT LITHIUM BATTERIES ARE HANDLED AND PACKAGED SAFELY FROM THE POINT OF GENERATION THROUGH RECEIPT AT EEI.

General Packaging Guidelines

1. Do not mix Category 4 batteries with any other type of battery to ensure chemical and USDOT compatibility. Mixing this category with others could cause explosion or fire.

2. Containers are limited to 5-gallons maximum in size (66 lb. gross weight per container).

3. Since Lithium is a water-reactive metal, all batteries must be kept dry.

4. Package batteries to protect against short circuits and to withstand the shocks normally incident to transportation. This can be completed by taping all terminals or contacts with electrical tape or contact covers. Failure to protect terminals will lead to a fire or explosion during storage and/or transportation!

5. Batteries must be cushioned from contact with other batteries by layering with vermiculite, speedi-dry or kitty litter. Failure to properly cushion could lead to a direct short, fire or explosion during storage and/or transportation!

6. Leaking batteries must be packaged separately and shipped as a hazardous waste. All free liquid must be separated from the battery casing and containerized. Under no circumstances may free liquid be shipped in the same container as the battery casing! A separate recycling profile must be completed for leaking batteries and battery “free liquid”. Contact EEI sales for more information.

7. All batteries must be segregated by DOT compatibility and packaged in accordance with USDOT regulations.

All batteries must be segregated (leaking from non-leaking) and packaged in accordance with USDOT regulations.

Package non-leaking batteries in one of the following USDOT containers at the Packing Group II performance level – 5-gallon pail maximum outer shipping container:

1. 1A2 – 5-gallon steel, removable head drum with a minimum 4 mm thickness plastic drum liner;

2. 1H2 – 5-gallon plastic, removable head drum; or,

3. 1G2 – 5-gallon fiberboard drum.

Place each batter in individual plastic bags; OR,

Use original packaging in which the batteries were received; OR,

Place a piece of electrical (insulation) tape over each terminal to avoid terminal contact. Failure to protect terminals will lead to a fire or explosion during storage and/or transportation!

Provide cushioning for each battery to prevent contact with other batteries by layering with vermiculite, speedi-dry or kitty litter. Failure to provide adequate cushioning will lead to a fire or explosion during storage and/or transportation!

Packaging Leaking Category 4 Batteries

Leaking, Category 4 batteries must be packaged as follows:

1. Separate all free liquid from battery casing. This liquid should be placed in a poly 1H1 drum or other DOT container compatible with the battery liquid. Profile this solution separately using an EEI profile.

2. Place the battery carcasses in a poly drum liner (4 mil thickness) and place in a poly 1H2 (removable head) drum. Once again, leaking batteries must be profiled separately from non-leaking batteries for special handling considerations.

3. Do not pack battery carcasses with vermiculite, desiccant or packaging material.

4. Leaking batteries must be labeled and shipped as a hazardous waste.

Labeling Requirements

1. Attach a Hazard Class 9 label to the outer container.

2. Attach a packing slip to the outer container. The packing slip should indicate description, total count and weight of the container.

3. If shipping via a Bill of Lading, attach a Universal Waste Label to the container. If shipping via a Hazardous Waste Manifest, attach a Hazardous Waste Label to the container.

USDOT Proper Shipping Name for Lithium and Lithium Ion Batteries:

Universal Waste: Shipping via a Bill of Lading

Lithium batteries, 9, UN3090, PG II (Used lithium batteries for recycling) (ERG 138)

Hazardous Waste: Shipping via a Hazardous Waste Manifest

Waste lithium batteries, 9, UN3090, II (Used lithium batteries for recycling) (ERG 138)

Note: EPA Hazardous Waste Number D003 (reactive) should be entered in item I of the manifest. Enter "RQ" before the shipping description if a shipping container contains equal to or greater than 100 pounds of reactive hazardous waste.

USDOT Proper Shipping Name for Magnesium Batteries:

Universal Waste: Shipping via a Bill of Lading

Batteries, dry, not USDOT-regulated (Used magnesium batteries for recycling)

Hazardous Waste: Shipping via a Hazardous Waste Manifest

Use the shipping name listed above under the “Universal Waste” shipping descriptions and add the word “Waste” before the proper shipping name. Note: “NONE” should be entered in lieu of an EPA Hazardous Waste Number in Item I of the manifest.

Emergency/Spill Contingency Plan

Prepared By:

Environmental Enterprises, Inc
Midwest Environmental Transport, Inc.
10163 Cincinnati-Dayton Road
Cincinnati, Ohio 45241

March 2005

TABLE OF CONTENTS

TRANSPORTATION SPILL CONTINGENCY PLAN & CLEAN-UP PROCEDURE

INTRODUCTION 1

EMERGENCY PROCEDURES
A. Driver Procedures 1
B. Emergency Coordinators 2
C. Emergency Response Actions 3
D. Emergency Equipment 4
E. Follow-up Procedures 4
F. Training Program 5

HHW AND LAB PACK SPILL ACCIDENT & CLEAN-UP PROCEDURE

INTRODUCTION 7

SMALL SPILL PROCEDURES
A. Small Spills for Flammables/Pesticides 7
B. Small Spills for Corrosive Chemicals 8
C. Small Spills for Oxidizing Chemicals 9
D. Special Chemicals 10

LARGE SPILL PROCEDURES
A. Larger Spills 10
B. Leaks and Spill Procedures 11
C. Leaking Drums 11

TRANSPORTATION SPILL CONTINGENCY PLAN AND CLEAN-UP PROCEDURE

Introduction

Adhering to regulations set forth by the Local, State and Federal governments will greatly minimize the chance of an emergency situation during the transport of hazardous waste. If an emergency does occur, however, there are certain actions that must be taken to protect lives and property. It is essential that all persons who come into frequent contact with hazardous wastes be familiar with emergency measures. Prompt action on the part of all persons concerned will enable many emergencies to be controlled and minimize the possibility of injury and property damage.

Emergency Procedures

A. In the event of an on-the-road spill or other emergency, the driver will follow these procedures:

a. Remain with the unit and keep unauthorized persons, including pedestrians and motorists, away from the spill area
b. Keep open flames away from the spill site, including flares and smoking
c. Set up warning signals on the highway
d. Prevent leaking liquids from draining onto the highway or into sewers or streams by damming the liquid or digging a drainage ditch
e. Contact, or have someone contact, the police or fire department by calling 9-1-1
f. Upon arrival of the police or fire department
    1. Inform them of the type of material that has been spilled
    2. Request the area be blocked off to both pedestrians and vehicles to prevent property damage or any serous personal injury
g. In the event of an emergency or a hazardous waste spill during transportation, the transporter will immediately notify the National Response Center (800) 424-8802 with the following information
    1. Name of person reporting the incident
    2. Name, address and Identification Number of the transporter
    3. Telephone number where person reporting can be reached
    4. Date, time and location of the incident
    5. The extent of injuries, if any
    6. Classification, name and quantity of hazardous materials/wastes involved, if such information is available
    7. Type of incident and nature of hazardous material/waste involvement and whether a continuing danger exists at the scene
    8. For each waste product involved, provide:
        i. Name and Identification Number of generator
        ii. Product shipping, hazardous class, and UN or NA Number
        iii. Estimated quantity of material spilled
        iv. If possible, the extent of contamination to land, water or air
    9. Shipping name, hazard class and Identification Number of any other material carried.
h. Contact the emergency coordinators for Midwest Environmental Transport, Inc. Daniel McCabe (office) (513) 772-2818, (home) (513) 777-2396 or (mobile) (513)

266-3800; notify the plant: Office (513) 541-1823 or EEI's Emergency Response Group 1-800-392-1503

1. Product or material name
2. Customer's profile number (this is contained on the pickup order).
3. Company name where pickup was made
4. Amount spilled
5. Amount of gallons of material on truck
6. Cause of spill (drum leaking, defective valve on tanker, traffic accident, etc.)
7. If possible to make an on-site repair, what is needed
8. Exact location of occurrence

i. The Local Emergency Planning Committee (LEPC) shall be contacted and informed of the occurrence and the nature of the spill.

j. The transporter will submit a report of the incident in writing as required by 49 CFR 171.16 to the Chief, Information System Division, Transportation Programs Bureau, Department of Transportation, Washington, DC 20590 and send copies of the report to the generator as required.

a. Emergency Coordinators shall report the spill to:

b. Midwest Environmental Transport, Inc.
10163 Cincinnati-Dayton Road
Cincinnati, Ohio 45241
513-772-1145

a. Environmental Enterprises, Inc.
10163 Cincinnati-Dayton Road
Cincinnati, Ohio 45241
513-772-2818

b. National Coast Guard
205-690-2286 or 334-639-6287

c. U. S. National Response Center
800-424-8802 or 202-426-2675

d. Chemtrec
800-424-9300

e. Hazardous Material/Waste Incidents
800-843-0699

f. Alabama Emergency Management Agency
800-356-9596 or 205-280-2200

g. Alabama Department of Public Safety
334-242-4378

B. Emergency response actions to be taken at the scene of the spill include:

a. Containment is necessary to prevent the escape of any spill liquid or solid onto the ground or into a storm or sanitary sewer. A barrier must be erected immediately to prevent escape of spilled materials/waste liquids, using whatever material is at hand, even a dirt curb to prevent spreading of the spill. Containment of solids will be dependent on wind and weather conditions, use the tarpaulin in the vehicle or plastic (available at most supply stores) if conditions are wet and windy.
b. Simultaneously, the source of the spill or leak must be located and controlled, e.g., a drum plugged or taped, or turned upside down.
c. The possibility of evacuation should be considered in the event of a major spill (e.g., a collision with another vehicle or a loaded trailer that has turned over, with subsequent container(s) rupturing). Major concerns involve ignitable wastes that may catch fire and possibly explode or generate toxic fumes. If fire threatens or actually occurs, personnel should be evacuated a distance of at least a half-mile as recommended by the Emergency Response Guidebook. If no fire threatens, and no container(s) have ruptured, a distance of 50-100 feet should suffice.
If the shipping description is known (refer to the manifest) find the name in your Emergency Response Guidebook in the blue pages and turn to the Corresponding Guide Number (orange top page – last $^{1}/_{3}$ of book). If the shipping description is not known check the placard on the vehicle for a "UN" or "NA" number, look up the number in the yellow pages and refer to the Corresponding Guide Number; or contact the generator of the waste for safety data.
d. Cleanup can begin once containment has been achieved and the spillage source has been controlled. If the spill is contained on an impervious paved surface, material should be absorbed onto a compatible material (e.g., sand or diatomaceous earth). Any of a number of commercial absorbent inert materials may be used, but make sure they are compatible with the waste and will not cause a reaction. If the spillage has reached earth, all contaminated dirt should be collected into drums or bags for disposal at an EPA approved site.
If any spilled waste has reached the ground, the contaminated soil will be removed. The extent of contamination will be determined by sampling the spill area. A qualified laboratory will analyze the sample. Sampling techniques, chain of custody requirements, and analytical methods will follow approved procedures such as those outlined in SW-846. Any soil exhibiting contamination above the local background level will be removed to an appropriate permitted disposal site.
In addition to contaminated absorbents, dirt, or the like as noted above, damaged containers also present a disposal problem. Special "recovery drums" (oversize metal drums or overpacks) will be used for containing damaged 55-gallon drums. Disposal will be at an approved site.

C. Emergency Equipment:

a. Emergency Tractor/Trailer Equipment
    1. Fire extinguisher is in the cab of the tractor
    2. First aid kit with buffer solution
    3. Reflective triangles or flares
b. Drivers Safety Kit
    1. Respirator

2. Gloves
3. Hard hat
4. Tyvek suit
5. Safety glasses
6. Spare clothes
7. First aid kit
8. Bottle of buffer solution

c. Label Kit
1. Packing list and envelopes
2. DOT labels (4”x4”)
3. Gloves
4. Clipboard
5. Spare manifests and LDR Certification sheets
6. Ratchet and Sockets
7. Bill of Lading forms
8. Emergency Response Guidebook
9. Stapler
10. Hazardous Materials Compliance Pocket Book
11. Select placards

d. Spill Kit
1. 85 gallon overpack drum
2. Small shovel and broom
3. 5 gallon pail
4. Sheet of plastic
5. Oil dry (2 bags)
6. Duct tape

D. Follow-up Procedures:

a. Decontamination – A truck or trailer exposed to a spill or leak will be decontaminated at the site in order to prevent any further release to the extent that it can be transported (or move under its own power) to an authorized facility capable of further decontamination if necessary.
b. Equipment will be decontaminated in the following manner:
Each item used will be placed in an open head container and thoroughly rinsed with a compatible solvent or cleaning compound. The residue or wash water will then be drained into a tight head container, sealed, and disposed of in accordance with Federal and State Regulations at an authorized disposal site.
c. Contaminated clothing will be placed with the cleanup residue and disposed of in accordance with Federal and State Regulations at an authorized disposal site. If clothing is reusable, then it will be decontaminated properly and the residue added to the other waste.
d. Notification – The Department of Transportation, Director of Hazardous Materials Registration, Materials and Transportation Bureau, Washing, DC 20590 will be notified, in writing, of the occurrence, and nature of the incident and a copy will be submitted to the Alabama Department of Environmental Management, 1751 Cong. W.L. Dickinson Drive, Montgomery, Alabama 36130-1463.

E. Training Program:

a. In preparation for handling hazardous materials and hazardous wastes, all drivers and response personnel receive approximately six (6) hours classroom training conducted by Regional Office personnel followed by refresher training by local management at regular scheduled (at least monthly) safety meetings. In addition to the above, an annual Regional meeting is held to educate further each Branch Operation Supervisor on changes in regulations.
b. The following is a list of classroom training provided to all branch personnel responsible for the handling and storage of hazardous waste:
    1. Hazardous Waste Manifesting
    2. Container Receiving and Maintenance
    3. Container Inspections
    4. Container Transferring
    5. Container Pickup Checklist
    6. Re-use of Containers for Hazardous Waste
    7. Emergency Response Equipment
    8. Emergency Procedures
    9. Hazardous Waste Labeling
    10. Product Compatibility
    11. In-house Maintenance Checks
    12. Emergency Spills
c. Since much of the drivers' actions involve hazardous materials, including hazardous wastes, their instructions specifically include:
    1. Inspection of their vehicles before and during trips
    2. Driving Rules
    3. Knowledge of safety and health hazards of products carried (e.g. flammable, corrosive)
    4. Actions to be implemented in case of spills, accidents, or other emergencies involving hazardous materials and hazardous wastes.

HHW AND LAB PACK SPILL ACCIDENT AND CLEAN-UP PROCEDURE

Introduction

Adhering to regulations set forth by the Local, State and Federal governments will greatly minimize the chance of an emergency situation during the collection of household hazardous waste. If an emergency does occur, however, there are certain actions that must be taken to protect lives and property. It is essential that all persons involved with HHW Events and who come into frequent contact with household hazardous wastes be familiar with emergency measures. Prompt action on the part of all persons concerned will enable many emergencies to be controlled and minimize the possibility of injury and property damage.

Small Spill Procedures

Volunteers, HHW Staff and other designated responsible parties can manage all of the following small spills.

A. Small Spills (Five Gallon Pails or less) of Flammables, Paint related material (latex and oil based), Pesticides, and Non-regulated items (Oil, antifreeze, Soaps, Shampoos, etc.):

1. WEAR CORRECT PPE. The minimum is a Tyvek suit, safety glasses, shoe covers, and nitrile gloves. Special situations may require additional equipment. Dispose of contaminated PPE as appropriate.
2. READ ALL LABELS THOROUGHLY. Gather information as needed to classify material. Refer to the "Segregation of Household Chemicals – A to Z" guide for classifications.
3. When reading labels, keep containers level to prevent further spilling.
4. If bags of powdered or granular products are open to the atmosphere, close them with tape. If integrity of the bag is questionable, re-bag by placing the original bag into a plastic bag.
5. Oxidizing materials (pool chemicals for example) and organics must be kept separate from each other, as they are non-compatible.
6. If liquids have leaked, invert a clear plastic bag over the container, and holding the containers upright. Secure Bags by taping or by tying off the bag in a not.
7. Clean up all spills immediately using the appropriate spill-cleanup procedure:
   a. Very small spills of non-corrosive and non-oxidizing materials can be wiped up with paper towels or small rags which can be disposed of in the appropriate container.
   - Rags and paper towels that have been used to absorb flammable solvents, gas, oil, oil-based paint, stain or other organic have to be placed and sealed in a sealing metal container and labeled.
   - Bagged rags and towels of pesticides/ poisons cleanups can be placed inside the poisons/solids storage container.

   b. Larger quantities of small spills or liquids and all spills:
      - Make a circle of absorbent material around the spill to contain it.
      - Pour more absorbent material into the center of the spill.
      - Allow time for the liquid to absorb.
      - Use dust pan or shovel and hand brush or broom and scrape up the absorbent material.

- Package contaminated absorbent in a plastic bag or pail, and transfer it in the correct labeled container.

8. Use proper lifting techniques and wear the appropriate PPE.
   a. If any containers are leaking, a rubber apron is required in addition to all the usual PPE.
   b. In cold weather, the nitrile gloves get stiff and can cause reduced dexterity. Use appropriate gloves for conditions.
9. If there is a site-safety emergency and an alarm sounds—
   a. Exit the area immediately

b. Go to the designated staging area and await instruction from the Project Manager.

B. Small Spills (Five Gallon Pails or less) of Corrosive Chemicals:

1. WEAR CORRECT PPE. The minimum is a Tyvek suit, safety glasses, shoe covers, and nitrile gloves. Special situations may require additional equipment. Dispose of contaminated PPE as appropriate.
2. READ ALL LABELS THOROUGHLY. Gather information as needed to classify material. Refer to the "Segregation of Household Chemicals – A to Z" guide for classifications.
3. When reading labels, keep containers level to prevent further spilling.
4. Acids and bases must be kept separate from each other as they are non-compatible.
5. If there are open bags of powdered or granular products, tape them shut. If the bags appear fragile, re-bag them in place by rolling the original bag into a plastic bag.
6. If liquids have leaked, invert a plastic bag over the container, and holding the containers upright, bring the bag up over the container.
7. Secure Bags by taping them shut or by tying off the bag in a not. A clear bag is recommended as this facilitates further label reading and secondary segregation
8. Clean up all spills immediately using the appropriate spill-cleanup procedure:
   a. Even small spills have to be cleaned up with oil dry absorbent which can be disposed of in the appropriate corrosive spill bin. This must be placed into a bag and placed into the same appropriate cart or drum as the bag covered container.
   b. Larger quantities of small spills or liquids and all spills:
      - Make a circle of absorbent material around the spill to contain it.
      - Pour more absorbent material into the center of the spill.
      - Allow time for the liquid to absorb.
      - Use dust pan or shovel and hand brush or broom and scrape up the absorbent material.
      - Package contaminated absorbent in a plastic bag or pail, and transfer it in the correct labeled container.
9. Use proper lifting techniques and wear the appropriate PPE.
   b. If any containers are leaking, a rubber apron is required in addition to all the usual PPE.
   c. In cold weather, the nitrile gloves get stiff and can cause reduced dexterity. Use appropriate gloves for conditions.
10. If there is a site-safety emergency and an alarm sounds—
    a. Exit the area immediately
    b. Go to the designated staging area and await instruction from the Project Manager.

C. Small Spills (Five Gallon Pails or less) of Oxidizing Chemicals:

1. WEAR CORRECT PPE. The minimum is a Tyvek suit, safety glasses, shoe covers, and nitrile gloves. Special situations may require additional equipment. Dispose of contaminated PPE as appropriate.
2. READ ALL LABELS THOROUGHLY. Gather information as needed to classify material. Refer to the "Segregation of Household Chemicals – A to Z" guide for classifications.
3. When reading labels, keep containers level to prevent further spilling.
4. Oxidizing materials (pool chemicals and stump removers for example) and flammable organics must be kept separate from each other as they are non-compatible and may cause violent reaction, smoking and even fires.
5. If there are open bags of powdered or granular products, tape them shut. If the bags appear fragile, re-bag them in place by rolling the original bag into a plastic bag.
6. If liquids have leaked, invert a plastic bag over the container, and holding the containers upright, bring the bag up over the container.
7. Secure Bags by taping them shut or by tying off the bag in a not. A clear bag is recommended as this facilitates further label reading and secondary segregation
8. Clean up all spills immediately using the appropriate spill-cleanup procedure:
   a. Even small spills have to be cleaned up with oil dry absorbent that can be disposed of in the appropriate oxidizer spill container. This must be placed into a bag and placed into the same appropriate cart or drum as the bag covered container.
   b. Larger quantities of small spills or liquids and all spills.
      - Make a circle of absorbent material around the spill to contain it.
      - Pour more absorbent material into the center of the spill.
      - Allow time for the liquid to absorb.
      - Use dustpan or shovel and hand brush or broom and scrape up the absorbent material.
      - Package contaminated absorbent in a plastic bag or pail, and transfer it in the correct labeled container.
9. Use proper lifting techniques and wear the appropriate PPE.
   a. If any containers are leaking, a rubber apron is required in addition to all the usual PPE.
   b. In cold weather, the nitrile gloves get stiff and can cause reduced dexterity. Use appropriate gloves for conditions.
10. If there is a site-safety emergency and an alarm sounds
    a. Exit the area immediately
    b. Go to the designated staging area and await instruction from the Project Manager.

D. Special Chemical:

1. Staff members should handle special chemical spills.
2. Never try to
   a. Overpack a drum,
   b. Contain a spill larger than 5 gallons,
   c. Handle spills that contain Spontaneous Combustion mixtures or Dangerous When Wet items.

"When in doubt exit the area, then ask."

Large Spill Procedures

A. Larger Spills:

1. Leave area immediately.
2. Drum Spills-Report spill to Project Manager.

<u>Large emergency spills/ Haz-Mat Team</u> (see also Spills Procedures)

1. Report spill to Project Manager and surrounding personnel as loudly as possible as you exit the Area.
2. Criteria Summary:
   Small Spills (See "Small Spill Procedures" For Details):
   - Staff can handle most 5-gallon or less spills in house.

   Large Spills (See "Leaks and Large Spill Procedures" For Details):
   - Leaking or gushing drums are to be handled by staff only.
   - Large spills off our pads only HAZ-MAT Team members may address. Call 911.
3. Cell phone on site or a remote phone (cell or neighborhood business phone, etc.) should be used far enough away from the area so as not to be exposed to smoke or sudden explosions. Only call 911 if someone does not come out of the area. Only call the HAZ-MAT team if a drum or bigger tank is leaking.
4. Meet out at the assembly post.
5. Await staff for instructions.
6. Do not allow anyone to enter the assembly post.
7. When the proper officials (fire team, police, Haz-mat team, etc.) arrive tell them what you know of the situation. Stay out of their way. Include areas of distress and number of people known by you to still be remaining in the spill area.

B. Leaks and Spill Procedures:

1. Leave area immediately and report large spills to Project Manager.
2. For spills of even larger quantities (tanks) and/or off our protected area call 911 for the local Haz-Mat team members. Worse case scenarios where fires are involved call 911.
3. Special Chemical spills shall be handled by staff members or the Haz-Mat team.

C. Leaking drums outside the containment area:

1. Wear the correct PPE (including respirators if needed) as prescribed by staff or by the similar hazard class pointed out in the Segregation Guide and in the Procedures Guide. Always use a drum dolly or forklift to move leaking drums. Air monitoring may re-evaluate the PPE worn in an area.

2. A drum that drips can be overpacked by using the chain hoist:
   A. Have an open 85-gallon overpack ready for leaky 55-gallon drums (or a 55 gallon drum used as an overpack for smaller 30 gallon containers).
   B. Place the drum underneath the hoist and lower the hoist so that the hook is almost at the top of the drum.
   C. Put the chime clamps over the chimes (the top crease) of the drum.
   D. Raise the chain/ hoist until tension holds the clamps in place. Push the drum down while the clamp is raised to ensure proper tension lock.
   E. Raise the drum up to the top of the level of the overpack container. At this point no one including the operator should be under the raised leaking drum.

F. Place the open overpack drum under the leaking drum (never placing body parts directly under the suspended drum)
G. Lower the drum into the overpack until the clamp tension is gone. Remove the clamp. Seal the overpack and place appropriate labels and markings on the drum.
H. Remediate the dripped material as mentioned in The Small Spill Procedures.

Hazardous Materials and Waste Operations Health and Safety Plan

Prepared By:

ENVIRONMENTAL ASSESSMENT GROUP
Environmental Enterprises, Inc
10163 Cincinnati-Dayton Road
Cincinnati, Ohio 45241
(513) 772-2818

TABLE OF CONTENTS

1.0 INTRODUCTION 1
1.1 Scope and Applicability 1

2.0 KEY PERSONNEL/IDENTIFICATION OF HEALTH AND SAFETY 2
2.1 Regulatory Agencies 2
2.2 Site Specific Health and Safety Personnel 2
2.3 Organizational Responsibility 2

3.0 WORK ZONES 2

4.0 TASK/OPERATION SAFETY AND HEALTH RISK ANALYSIS 3
4.1 Ventilation and Enclosure Control Technology 3
4.2 Waste Characteristics 3
4.3 Toxic Risk Analysis of Removal Operations 3
4.4 Chemical Hazards 3
4.5 Task Hazard Analysis 4
4.6 Heat Stress 5
4.7 Cold Stress 6

5.0 PERSONNEL TRAINING REQUIREMENTS 7
5.1 Pre-assignment and Annual Refresher Training 7
5.2 Medical Surveillance 7

6.0 PERSONAL PROTECTIVE EQUIPMENT 8
6.1 Levels of Protection 8
6.2 Level A Personal Protective Equipment 9
6.3 Level B Personal Protective Equipment 9
6.4 Level C Personal Protective Equipment 9
6.5 Level D Personal Protective Equipment 9
6.6 Reassessment of Protection Program 10
6.7 Work Mission Duration 10
6.8 Chemical Resistance and Integrity of Protective Material 10
6.9 Standard Operating Procedures for Respiratory Protection 11
6.9.1 Cleaning and Disinfecting Self Contained Breathing 11
6.9.2 SCBA Inspection & Checkout 11
6.10 Procedures for Use of Personal Protective Clothing 12

7.0 MEDICAL SURVEILLANCE REQUIREMENTS 13
7.1 Baseline Monitoring 13
7.2 Periodic Monitoring 13
7.3 Exposure/Injury/Medical Support 13
7.4 Exit Physical 14

8.0 SITE CONTROL MEASURES 14
8.1 Buddy System 14
8.2 Site Communications Plan 14
8.3 Nearest Medical Assistance 14
8.4 Safe Work Practices and Standing Orders 14

9.0 EMERGENCY RESPONSE/CONTINGENCY PLAN 15
9.1 Pre-Emergency Planning 15
9.2 Personnel Roles and Lines of Authority 15
9.3 Emergency Alarm Procedures 15
9.4 Evacuation Routes/Procedures 15
9.5 Emergency Contact/Notification System 16
9.6 Emergency Medical Treatment Procedures 16
9.6.1 Nearest Medical Facility 16
9.7 Fire or Explosion 16
9.8 Spill of Leaks 16
9.9 Emergency Equipment/Facilities 17

10.0 MINOR SPILL CONTAINMENT PROGRAM 17

ATTACHMENT 1 – EMERGENCY PHONE NUMBERS 18

ATTACHMENT 2 – MAPS TO ER CLINIC AND/OR HOSPITAL 19

ATTACHMENT 3 – HASP ACKNOWLEDGEMENT 20

1.0 INTRODUCTION

This Site Health and Safety Plan (HASP) provides the protocol for the general protection of employee and public safety and health during waste removal by Environmental Enterprises, Incorporated (EEI. This HASP shall be reviewed periodically and be amended as appropriate to reflect previously unanticipated hazards or changes in operation condition during removal activities.

1.1 Scope and Applicability

The purpose of this HASP is to define the requirements and designate protocols to be followed by all persons who may have business at the site during removal of waste. Removal activities include: identification, segregation, packaging, and transport of material.

The HASP provides safety and health procedures for onsite work, including personal protective equipment of onsite workers, site operations description, site waste characteristics, assessment of potential site hazards, decontamination procedures, and emergency procedures.

Applicability of provisions of the HASP extends to all EEI employees, contractors, subcontractors, government employees, invitees, licensees, visitors, and all other persons who are on the site.

All EEI employees and employees of contractors shall operate within the current OSHA laws and regulations including Parts 1926 and 1910.120, the OSHA HAZWOPER Standard, within all applicable EPA laws and regulations, and all other applicable federal, state and local laws and regulations.

All personnel on site, contractors and subcontractors included, shall be informed of the site emergency response procedures and any potential fire, explosion, toxic, health, physical, or safety hazards of the operation.

This plan must be reviewed and be signed by all personnel prior the start of work (Attachment 3). Contractors, if they so desire, are permitted to adopt a HASP that is more protective than this HASP but at no time shall a less protective HASP be used by any contractor.

During development of this plan, consideration was given to current safety standards as defined by EPA/OSHA/NIOSH, health effects and standards for known contaminants, and procedures designed to account for the potential for exposure to unknown substances. Specifically, the following reference sources have been consulted and followed whenever applicable:

- U.S. OSHA Title 29 CFR 1910.120, 1000, and other applicable sections of Title 29 Section 1910
- Resource Conservation and Recovery Act, Subtitle C, Section 3004
- U.S. EPA Title 40 CFR Parts 264, 270 and 311
- State of Ohio Statutes and Regulations
- U.S. EPA, OERR ERT Standard Operating Safety Guides
- OSHA/NIOSH/EPA/USCG Occupational Health and Safety Guidelines.
- National Institute for Occupational Safety and Health (NIOSH) Pocket Guide to Chemical Hazards

- American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Values (TLVs)

Beyond requirements imposed by regulation, general principles of good industrial and chemical hygiene practice and sound occupational and environmental safety practice are also applicable at all times and in all situations that may be present at the site.

2.0 KEY PERSONNEL/IDENTIFICATION OF HEALTH AND SAFETY PERSONNEL

2.1 Regulatory Agencies

The following agencies have regulatory jurisdiction over the planned activities and personnel at the site:

- United States Environmental Protection Agency
- Tennessee Department of Environment and Conservation
- United States Department of Labor, Occupational Safety and Health Administration.

2.2 Site Specific Health and Safety Personnel

The Project Manager assigned to this removal activity has primary and general responsibility for ensuring that the provisions of this HASP are adequate and implemented in the field. However, a Site Safety Officer may be assigned to monitor safety and compliance throughout the project. The Site Safety Officer shall report any and all safety concerns to the Project Manger, facility owner/management, or client contact immediately upon discovery. The Site Safety and Health Officer shall have the authority to “stop work” if deemed warranted due to an imminent danger to human health or the environment. Work will not recommence until all EEI and client representatives are satisfied that the danger has been adequately controlled.

2.3 Organizational Responsibility

EEI shall have site responsibility and authority for ensuring safety and health during the removal of wastes. The client has the right to audit the health and safety plan of the contractor at any time during the performance of onsite work activities. Any violations noted by the client shall be corrected immediately.

3.0 WORK ZONES

Following characterization, work zones should be clearly delineated prior to the operations. One of the basic elements of an effective site control program is the delineation of work zones at the site. The purpose of establishing work zones is to:

- Reduce the accidental spread of hazardous substances by workers or equipment from the contaminated areas to the clean areas;
- Confine work activities to the appropriate areas, thereby minimizing the likelihood of accidental exposures;
- Facilitate the location and evacuation of personnel in case of an emergency; and
- Prevent unauthorized personnel from entering controlled areas.

The Exclusion Zone is the area where contamination is either known or expected to occur and where the greatest potential for exposure exists. The outer boundary of the Exclusion Zone, called the Hotline, separates the area of contamination from the Contamination Reduction Zone. The Hotline should initially be established by visually surveying the site and determining the extent of hazardous substances, discoloration, or any drainage, leachate, or spilled material present.

The Contamination Reduction Zone is the area in which decontamination procedures take place. It is the transition area between the Exclusion Zone and the Support Zone. The purpose of the Contamination Reduction Zone is to reduce the possibility that the Support Zone will become contaminated or affected by the site hazards.

The Support Zone is the uncontaminated area where workers are unlikely to be exposed to hazardous substances or dangerous conditions. Because the Support Zone is free from contamination, personnel working within it may wear normal work clothes. Any potentially contaminated clothing, equipment, and samples (outer containers) should remain inside the Contamination Reduction Zone or the Exclusion Zone.

4.0 TASK/OPERATION SAFETY AND HEALTH RISK ANALYSIS

4.1 Ventilation and Environmental Control Technology

It is a well-accepted principle of industrial hygiene and occupational health compliance that the use of personal protective equipment is the last line of protection against occupational health hazards. Any ventilation systems in place shall be used at all times during identification, segregation and packaging activities.

4.2 Waste Characteristics

Table 1 presents the types of waste material that could potentially be onsite. Each waste category is identified by its Department of Transportation Hazard Class and its EPA Hazard Code.

4.3 Toxic Risk Analysis of Removal Operations

The evaluation of toxic hazards is based upon EEI experience and anticipated risks posed by the specific operation during all removal activities. The following subsections describe each task/operation in terms of the specific hazards associated with it. In addition, the protective measures to be implemented during completion of those operations are also identified.

The following tasks or unit operations may occur:

- Materials handling (unloading), including small containers and full bulk containers of waste
- Segregation and packaging of hazardous materials/wastes
- Bulking/consolidating selected wastes (i.e. solvents/fuels, oils, and antifreeze)
- HAZCAT analysis

4.4 Chemical Hazards

The major chemical hazards expected to be encountered during work at the sites are:

SOLVENTS (volatile aliphatic and aromatic hydrocarbons, halogenated hydrocarbons)
Minor acute (short term) exposure to solvents may result in fatigue, and also in dizziness or confusion, which may manifest itself as accident proneness. Chronic (long term) exposure may cause dermatitis, decreased neurological function, and aggravation of existing respiratory conditions. Moderate to severe acute exposure may result in more pronounced dizziness and breathing difficulties associated with pulmonary edema or the aggravation of existing respiratory conditions such as asthma or emphysema.

PESTICIDES AND OTHER POISONS
Though normal contact with pesticides and other poisons at these events will be very minimal, exposure associated with an unanticipated spill might produce a wide variety of respiratory or neurological symptoms. EEI personnel will be advised to be very aware of any unusual symptoms in themselves and their fellow workers following any non-routine exposure, no matter how slight, to any poison or suspected poison.

ACIDS AND BASES
Skin contact with an acid or a base may cause chemical burns. Inhalation of vapors from a strong acid or base may cause pulmonary edema (fluid in the lungs), which may occur immediately, or many hours later. Protection from inhalation exposure may be accomplished by the wearing of a respirator with ***acid gas*** cartridges. Personnel who suspect that they may have breathed acidic or caustic vapors should notify their Lead Tech, and should be alert for the next 24 hours to any delayed onset respiratory symptoms, and should be prepared to seek medical attention in the event that symptoms are noticed.

Inhalation and dermal contact are the primary exposure pathways for these chemicals. It is not anticipated that concentrations of any chemical will reach the permissible exposure limit (PEL). Protective clothing will be mandatory for field personnel working at the site. Respirators will be within easy reach should irritating odors be detected or irritation of the respiratory tract occur. At such a time, personnel will evacuate the area or don respirators without waiting for instruction.

4.5 Task Hazard Analysis

Table 3.1 below gives the hazards expected with each task associated with the removal of waste materials from the site and the minimum level of personal protective equipment (PPE). Levels may be upgraded as appropriate based upon chemicals present, site conditions or as directed by the Project Manager or client representative.

TABLE 4.1. HAZARD EXPECTED AND LEVEL OF PPE

Task	Hazard	Minimum PPE
Materials handling	Sprains/strains; slip trip fall; foot hazard; leaking/damaged containers; chemical contact and exposure; heat-related illness	Level D (Tyvek coverall; steel-toes; safety glasses, latex/nitrile gloves)
Segregation and packaging	Leaking/damaged containers; chemical contact and exposure	Level D (Tyvek coverall; steel-toes; safety glasses, latex/nitrile gloves)
Bulking/consolidating	Open containers; splash; sprains/strains; slip trip fall; foot hazard; leaking/damaged containers; chemical contact and exposure; heat-related illness	Level D (Tyvek coverall; steel-toes; safety glasses, face shield; butyl/Viton gloves, apron APR as warranted or directed)
HAZCAT analysis	Open containers; splash; leaking/damaged containers; chemical contact and exposure	Level D (Tyvek coverall; steel-toes; safety glasses, latex/nitrile gloves, APR as warranted or directed

4.6 Heat Stress

Physical work during hot weather conditions may lead to heat stress to the worker. The threat of heat stress is exacerbated when personal protective equipment is used in conjunction with the work. The risk of heat stress increases with the increase in level of protective equipment.

The reason is that the human body can function well only within a narrow range of internal body temperature (97-100 degrees Fahrenheit in the normal, healthy range). Hard work (higher metabolism) and outside environmental factors (hot sun, fire, high humidity, etc.) will cause the body temperature to rise. The body will seek to compensate by triggering cooling mechanisms to dissipate the build-up of body heat. There are two basic ways the body cools itself:

1. Perspiration or the release of water as sweat through the skin and sweat glands. Once released, the sweat will evaporate into the atmosphere, thereby cooling the skin and body through absorption of heat of vaporization. This is the primary cooling mechanism.

2. Changes in blood flow to dissipate internal heat by convection. This is observed as the "flushing" or reddening of skin in severe cases of heat stress.

Protective equipment work around the body while providing protection against toxic chemicals, effectively interferes with the evaporation of perspiration and the convection of heat away from the body. The humidity inside a protective suit builds up rapidly and the liquid sweat collects inside the suit, around the shoes and cannot provide cooling by absorbing the heat of vaporization.

All employees who are required to use personal protective equipment will be trained in the recognition and prevention of heat stress.

Major Heat Stress Disorders

Heat cramps: These are painful spasms that occur in the skeletal muscles of workers who have been losing sweat over a period of time. Essential salts or electrolytes are lost through sweating and if they are not replaced, heat cramps will set in. Fatigued muscles are prone to heat cramps that prevent heat cramps as no salt is replaced. Heat cramps may be prevented by drinking electrolytically balanced solutions that are commercially available (e.g. Gatorade) and by the eating of regular meals that contain salt.

Heat exhaustion (heat syncope): This is characterized by weakness, fatigue, dizziness, nausea, and headache. Symptoms may begin mild and progress to severe. In serious cases, the worker may vomit or lose consciousness. The skin of the affected worker is moist and clammy. Complexion is pale or flushed. Body temperature is normal or slightly higher than normal. This condition is caused by the flow of blood in dilated blood vessels of skin and lower parts of body, away from the head and brain. The worker suffering from heat exhaust must be immediately removed to a cool place, be placed lying down, and be allowed to cool off. When conscious, water can be given. Mild cases recover quickly while severe cases may require rest for several days. There are no permanent effects.

Heat stroke: This is a very serious condition that often leads to death. Heat stroke occurs when the body's heat regulation mechanism fails. This means that sweating will stop and the internal body temperature will rise rapidly. The skin is very dry and very hot to the touch. The skin may appear red, mottled, or bluish in appearance. The victim is literally over-heating inside with no ability to cool off. Unconsciousness, mental confusion, and convulsions may occur. Permanent brain damage and death can occur. The body cannot withstand overheating for any length of time. The victim must be removed to a cool place and cooled down artificially, but not too rapidly. Gently and gradually apply water to face, hands, arms, legs and other exposed body surfaces. Fan the person to help gradual evaporation of water. Next, wet whole body and continue cooling by fanning. Call for ambulance and medical assistance.

4.7 Cold Stress

Cold stress occurs when the worker must work outside under winter conditions. When exposed to a cold environment, the body will increase its rate of metabolism to generate more heat. Shivering is one way of increasing metabolism. Yet the extremities may still be chilled and may suffer frostbite. Frostbite causes the skin of the affected area to turn white or gray; pain may be felt initially but may disappear and the area may just feel numb. Severe injury may result when the extremity starts to freeze. Cold stress is exacerbated by high wind velocity (wind chill) and when the body is wet or soaked with water.

Workers must keep their core body temperature above 98.6 degrees Fahrenheit. A lowering of the core body temperature is also called hypothermia. Any lower core body temperature will cause loss of mental alertness, reduction in rational decision making ability, loss of consciousness, and death in extreme cases (at about 78 degrees Fahrenheit of core body temperature). Hypothermia victims may experience a false sensation of external warmth while the internal body temperature is falling dangerously.

Victims of frost bite and hypothermia must be removed to a warm room and the affected areas must be warmed quickly. This can be done by immersion in warm, but not hot water.

When working outside in moderately cold weather, the worker must dress warmly and keep dry. Work outside should be suspended in extreme cold and when there is a high wind chill.

5.0 PERSONNEL TRAINING REQUIREMENTS

In accordance with OSHA's 29 CFR 1910.120 regulation covering Hazardous Waste Operations and Emergency Response, all site personnel are required to be trained in accordance with the standard. At a minimum, all personnel are required to be trained to recognize the hazards on-site, the provisions of the HASP, and the responsible personnel. Furthermore, all personnel shall be trained in the provision of the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

5.1 Pre-assignment and Annual Refresher Training

Prior to arrival on-site, EEI and every contractor will be responsible for certifying its employees meet the requirements of pre-assignment training. Consistent with OSHA 29 CFR 1910.120 (e) (3), each employee should be able to provide a document certifying dates of training for general site workers. All Personnel must receive 8 hours of annual refresher training.

5.2 Medical Surveillance

All EEI personnel engaged in work at the sites that involve the use of a respirator participate in a medical surveillance program. EEI employees must be cleared by an examining physician to wear a respirator and personal protective equipment, should the need arise, while performing work at the site.

5.3 Respiratory Protection Program

EEI personnel wearing air-purifying respirators onsite should be properly trained, fit-tested and certified for use of the respirator. All respirators are to be decontaminated at the end of each workday. Persons with beards or facial hair will not be permitted to wear a respirator if a proper mask-to-face seal cannot be demonstrated by a fit test.

6.0 PERSONAL PROTECTIVE EQUIPMENT

This section describes the general requirements of the EPA designated Levels of Protection (A-D), and the specific levels of protection required for each task at the site.

6.1 Levels of Protection

Personnel wear protective equipment when response activities involve known or suspected atmospheric contamination, when vapors, gases, or particulates may be generated by site activities, or when direct contact with skin-affecting substances may occur. Full face-piece respirators protect lungs, gastrointestinal tract, and eyes against airborne toxicants.

Chemical-resistant clothing protects the skin from contact with skin-destructive and absorbable chemicals.

The specific levels of protection and necessary components for each have been divided into four categories according to the degrees of protection afforded:

Level A (if the need for Level A is expected or possible, a Site-Specific HASP should be generated): Should be worn when the highest level of respiratory, skin, and eye protection is needed. Should be used when first entering an unknown environment that is deemed to be hazardous. The use of Level A protection is anticipated for the site characterizations operations at the site of waste streams and residues that are unknown.

Level B: Should be worn when the highest level of respiratory protection is needed, but a lesser of skin protection. Level B is the primary level of choice when encountering high hazardous environments that have previously been assessed or characterized.

Level C: Should be worn when the criteria for using air purifying respirators are met, and a lesser level of skin protection is needed. Will not protect against oxygen deficient atmosphere or atmospheres containing high levels of toxic airborne contaminants. Consult OSHA regulations on permissible exposure levels and respirator protection factors.

Level D: Should be worn only as a work uniform and not in any area with respiratory or skin hazards. It provides minimal protection against chemical hazards.

Modifications of these levels are permitted, and routinely employed during site work activities to maximize efficiency. For example, Level C respiratory protection and Level D skin protection may be required for a given task. Likewise the type of chemical protective ensemble (i.e., material, format) will depend upon contaminants and degrees of contact.

The Level of Protection selected is based upon the following:

- Type and measured concentration of the chemical substance in the ambient atmosphere and its toxicity.
- Potential for exposure to substances in air, splashes of liquids, or other direct contact with material due to work being done.
- Knowledge of chemicals on-site along with properties such as toxicity, route of exposure, and contaminant matrix.

In situations where the type of chemical, concentration, and possibilities of contact are not known, the appropriate Level of Protection must be selected based on professional experience and judgment until the hazards can be better identified. The Health and Safety Officer shall review all decisions on the use of personal protective equipment, with the concurrence of the Health and Safety Director.

6.2 Level A Personal Protective Equipment

The use of Level A is not expected on this project. Level A consists of a fully encapsulated, multiple lined chemical resistant suit used in combination with a self-contained breathing air apparatus.

6.3 Level B Personal Protective Equipment

Full face-piece, supplied-air respirator (NIOSH approved) should be used. Respirators may be positive pressure-demand, self-contained breathing apparatus (SCBA), or positive pressure-demand, airline respirator (with escape bottle for IDLH or potential for IDLH atmosphere).

- Chemical-resistant clothing (overall and long-sleeved jacket; hooded, one or two-piece chemical-splash suit; disposable chemical-resistant, one-piece suits)
- Gloves (outer), chemical-resistant
- Gloves (inner), chemical-resistant
- Boots (outer), chemical-resistant, steel toe and shank
- Boot covers (outer), chemical-resistant (disposable)

The use of Level B is not anticipated during the course of this work.

6.4 Level C Personal Protective Equipment

- Full face-piece, air-purifying respirator, with canister or cartridge filter.
- Chemical-resistant clothing (overalls and long sleeved jacket; hooded, one or two-piece chemical splash suit, disposable chemical resistant one-piece suit).
- Inner and outer chemical resistant gloves.

OPTIONAL EQUIPMENT

- Coveralls
- Disposal boot covers
- Escape respirator
- Long cotton underwear (for cold weather service)

The use of level C may be required during course of this work.

6.5 Level D Personal Protective Equipment

- Uniform or work clothes
- Safety boots/shoes
- Safety glasses or chemical goggles
- Nitrile/latex gloves

OPTIONAL EQUIPMENT

- Chemical resistant gloves (inner/outer)
- Escape respirator
- Face shield and goggles

The use of Level D may be used during truck loading operations

6.6 Reassessment of Protection Program

The Level of Protection provided by PPE selection shall be upgraded or downgraded based upon a change in site conditions or findings of investigations.

When a significant change occurs, the hazards should be reassessed. Some indicators of the need for reassessment are:

- Commencement of a new work phase, such as the start of drum sampling or work that begins on a different portion of the site.
- Change in job tasks during a work phase.
- Change of season/weather.
- When temperature extremes or individual medical considerations limit the effectiveness of PPE.
- Contaminants other than those previously identified are encountered.
- Change in ambient levels of contaminants.
- Change in work scope which effects the degree of contact with contaminants.

6.7 Work Mission Duration

Before the workers actually begin work in the PPE ensembles, the anticipated duration of the work mission should be established. Several factors limit mission length, including:

- Air supply consumption (SCBA use).
- Suit/Ensemble permeation and penetration rates for chemicals (Section 5.8).
- Ambient temperature and weather conditions (heat stress, cold stress).
- Capacity of personnel to work in PPE.

6.8 Chemical Resistance and Integrity of Protective Material

Information regarding the integrity and limitations of personal protective clothing has been obtained from the manufacturer of each particular piece of equipment. PPE used for this project has been chosen with the following considerations:

- Chemical degradation i.e., Saranex, tyvek, neoprene gloves, etc.
- Protective clothing permeability, and chemical resistance.
- Effects of temperature extremes on personal protective clothing.

All personnel have been trained on the fact that no PPE is impermeable forever. Each piece of equipment provides protection from specific substances for a limited amount of time. When that time is reached, breakthrough will occur and the protective equipment must be replaced.

6.9 Standard Operating Procedures for Respiratory Protection Devices

The following subsections define standard operating procedures for air purifying respirators and self-contained breathing apparatus.

6.9.1 Cleaning and Disinfecting Self Contained Breathing Apparatus

Cleaning procedures for Self-Contained Breathing Apparatus (SCBA) face-pieces are identical to those for Ultratwin APRs. The back piece is cleaned with cleaning solution and a brush. Following cleaning, the face-piece is combined with the regulator and an operational check is performed.

6.9.2 SCBA Inspection & Checkout

SCBA's should be checked before each use and at the minimum once every month when not in active use. The directions of the manufacturer should be followed in the first place. Furthermore, the following general points should also be checked:

1. Check cylinder label for current hydrostatic test date.
2. Inspect cylinder for large dents or gouges.
3. Inspect cylinder gauge for damage.
4. Complete routine inspection of entire assembly.
5. Fill out the appropriate records with results and recommendations.

Pre-use Inspection: Perform immediately prior to donning or after cleaning.

1. Before proceeding, check that the:

- High-pressure hose connector is tight on cylinder fitting.
- By-pass valve is closed.
- Mainline valve is closed.
- Regulator outlet is not covered or obstructed.

2. Backpack and harness assembly:

- Visually inspect straps for wear, damage, and completeness.
- Check wear and function belt.
- Check backplate and cylinder holder for damage.

3. Cylinder and high pressure hose assembly:

- Check cylinder to assure that it is firmly attached to backplate.
- Open cylinder valve; listen or feel for leakage around packing and hose connection.
- Check high pressure hose for damage or leaks.

4. Check Regulator in accordance with manufacturer's instructions.

5. Face-piece and corrugated breathing hose:

- Inspect for damage, serrations, and deteriorated rubber.
- Inspect lens for damage and proper seal in face-piece.
- Inspect exhalation valve for damage and dirt build-up.
- Stretch breathing hose and carefully inspect for holes and deterioration.
- Inspect connector for damage and presence of washer.
- Perform negative pressure test with face-piece donned.

6. Prior to storage of SCBA follow all of manufacturer's instructions for storage and refill cylinder to full charge.

6.10 Procedures for Use of Personal Protective Clothing

Chemical Protective Clothing:

Determine that the clothing material is correct for the specified task at hand.
- Visually inspect for:
    - imperfect seams
    - non-uniform coatings
    - tears
    - malfunctioning
    - For Level A Clothing check for pinholes.

    Flex products:
    - observe for cracks
    - observe for other signs of self-deterioration.

If the product has been used previously, inspect inside and out for signs of chemical attack:
- discoloration
- swelling
- stiffness

During the work task, periodically inspect for:
- Evidence of chemical attack such as discoloration, swelling, stiffening, and softening. Keep in mind, however, that chemical permeation can occur without any visible effects.
- Failure of items that require good seal.
- Tears
- Punctures
- Seam Discontinuities

Gloves:

Before use, visually inspect for:
- imperfect seams
- tears, abrasions
- non-uniform coating
- if possible, pressurize glove with air; listen for pin-hole leaks.

7.0 MEDICAL SURVEILLANCE REQUIREMENTS

This medical monitoring program is designed to track the physical condition of employees on a regular basis as well as survey pre-employment or baseline conditions prior to potential exposures from removal operations at the site.

7.1 Baseline Monitoring

Prior to being assigned to the site for removal operations, every employee must receive a pre-assignment or baseline physical. The contents of the physical are to be determined by the medical consultant, an occupational physician, retained to provide medical expertise for the removal operation. Per the NIOSH/OSHA/USCG/EPA's Occupational Safety & Health Guidance Manual for Hazardous Waste Site Activities, the minimum medical monitoring requirements for work at the Site area as follows:

- Complete medical and work histories.
- Physical examination.
- Pulmonary function tests (FVC and FEV1).
- EKG.
- Eye examination and visual acuity.
- Urinalysis.
- Blood chemistry, including hematology, serum analysis, and heavy metals toxicology.

The pre-assignment physical should categorize employees as fit-for-duty and able to wear respiratory protection.

7.2 Periodic Monitoring

In addition to a baseline physical, all employees require a periodic physical within the last 12 months unless the physician believes a shorter interval is appropriate. The employer's medical consultant should prescribe an adequate medical that fulfills OSHA 29 1910.120 requirements. The pre-assignment medical outlined above may be applicable.

7.3 Exposure/Injury/Medical Support

As a follow-up to an injury or possible exposure above established exposure limits, all employees are entitled to and encouraged to seek medical attention and physical testing. Depending upon the type of exposure, it is critical to perform follow-up testing within 24-48 hours. It will be up to the employer's medical consultant to advise the type of test required to accurately monitor for exposure effects.

7.4 Exit Physical

At termination of employment or reassignment to an activity or location that does not represent a risk of exposure to hazardous exposures, an employee shall require an exit physical. If his/her last physical was within the last 6 months, the advising medical consultant has the right to determine adequacy and necessity of exit exam.

8.0 SITE CONTROL MEASURES

The following section defines measures and procedures for maintaining site control. Site control is an essential component in the implementation of the site health and safety program.

8.1 Buddy System

During all activities implementation of a buddy system is mandatory. A buddy system requires at least two people who work as a team; each looking out for each other. For example, Level B operations generally require three people. All tasks to be performed during removal of waste at the site shall utilize the buddy system.

8.2 Site Communications Plan

Successful communications between field teams and contact with personnel in the support roles is essential. The following communications systems will be available during activities at the site.

- Hand Signals
- Telephone

Signal	Definition
Hands clutching throat	Out of air/cannot breath
Hands on top of head	Need assistance
Thumbs up	Ok/I am alright/I understand
Thumbs down	No/negative
Arms waving upright	Send backup support
Grip partners wrist	Exit area immediately

8.3 Nearest Medical Assistance

Medical assistance may be summoned by calling:

SEE ATTACHMENT 1

8.4 Safe Work Practices and Standing Orders

- No smoking, eating, or drinking in exclusion (hot) zone.
- No horseplay.
- Implement the communications system.
- Line of sight must be in position.
- Wear the appropriate level of protection as defined in the HASP.
- All personnel shall remove all contaminated protective equipment before leaving the contamination reduction zone.
- Personnel must thoroughly wash hands and arms before eating, drinking, smoking, or using the restroom.
- All personnel shall know the location of emergency eye wash equipment, fire extinguishers, emergency signaling devices (horns), and supervisory personnel who can provide first aid and additional safety equipment.
- Personnel should be familiar with and adhere to any client imposed safety requirements.

9.0 EMERGENCY RESPONSE/CONTINGENCY PLAN

This section describes contingencies and emergency planning procedures to be implemented at the each site. This plan is compatible with all Federal and most state and local disaster and emergency management plans.

9.1 Pre-Emergency Planning

All employees shall be trained and reminded of provisions of the emergency response plan, communication systems, and evacuation routes. The plan will be reviewed and revised if necessary, on a regular basis. This will ensure that the plan is adequate and consistent with prevailing site conditions.

9.2 Personnel Roles and Lines of Authority

The Project Manager has primary responsibility for responding to and correcting emergency situations. This includes taking appropriate measure to ensure the safety of site personnel and the public. Possible actions may involve evacuation of personnel from the site area. He/she is additionally responsible for ensuring that corrective measures have been implemented, appropriate authorities notified, and follow-up reports completed.

9.3 Emergency Alarm Procedures

In case of emergency, air horns will be located in the exclusion zone. All site personnel should immediately proceed through the contamination reduction zone to the pre-specified rally point.

9.4 Evacuation Routes/Procedures

In the event of an emergency that necessitates an evacuation of the site, the following alarm procedures will be implemented:

1. The worker first detecting the emergency condition will notify his or her immediate supervisor or sound the air horn.
2. The immediate supervisor will notify the Project Manager or client representative.
3. The Project Manager shall have authority to order an evacuation of part of the site or the entire site in consultation with client representative.
4. At the same time, the appropriate public emergency organization (e.g. Fire Department, Ambulance, etc. as listed in Attachment 1) should be notified as warranted. Notification shall be given to the appropriate government agency upon concurrence of client.

Upon notice of evacuation, all personnel will be expected to proceed via the contamination reduction zone to the closest exit with your buddy, and mobilize to the safe distance area associate with the evacuation route. Personnel will remain in that area until Re-entry is authorized or an authorized individual provides further instructions. Safe distances in the event of a major incident involving the release of a volatile toxic chemical shall be at least 100 yards upwind from the point of release. The Project Manager shall exercise professional judgment at the site during the time of the release to extend the distance if necessary.

The authority to order a public evacuation beyond the boundary of the site shall rest with the appropriate representatives of the governmental agencies.

9.5 Emergency Contact/Notification System

The following list provides names and telephone numbers for emergency contact personnel. In the event of a medical emergency, appropriate emergency organization. In the event of a fire or spill, the site supervisor will notify the appropriate local, state, and federal agencies as listed in Attachment 1.

Table 10.2 Public Emergency Organizations

See Attachment 1

9.6 Emergency Medical Treatment Procedures

Any person who becomes ill or injured in the exclusion zone must be decontaminated to the maximum extent possible. If the injury or illness is minor, full decontamination should be completed and first aid administered prior to transport. If the patient's condition is serious, at least partial decontamination should be completed (i.e., complete disrobing of the victim and redressing in clean overalls or wrapping in a blanket.) First aid should be administered while awaiting an ambulance or paramedics. All injuries and illnesses must immediately be reported to the Project Manager.

Any person being transported to a clinic or hospital for treatment should take with them information on the chemical(s) they have been exposed to at the site (i.e. MSDS, waste profile, etc.).

Any vehicle used to transport contaminated personnel will be decontaminated as necessary.

9.6.1 Nearest Medical Facility

Identification to, phone number of and direction to medical clinics or hospitals located closest to the project site are included as Attachment 2.

9.7 Fire or Explosion

In the event of a fire or explosion, the local fire department should be summoned immediately. Upon their arrival, the Project Manager or client representative will advise the fire commander of the location, nature, and identification of the hazardous materials on-site.

If it is safe to do so, site personnel may:

- Use firefighting equipment available on-site to control or extinguish the fire
- Remove or isolate flammable or other hazardous materials which may contribute to the fire.

9.8 Spill or Leaks

In the event of a spill or a leak, site personnel will:

- Inform their supervisor immediately
- Identify the material
- Locate the source of the spillage and stop the flow if it can be done safely
- Immediately initiate containment and recovery

9.9 Emergency Equipment/Facilities

The following emergency equipment shall be maintained on all project sites for all personnel to use:

- First Aid Kit
- Cellular Telephone
- Eye Wash
- Drums and overpacks
- Oil dry
- Absorbent pads
- Shovels and brooms

10.0 MINOR SPILL CONTAINMENT PROGRAM

Minor spills and releases (leaking bottles, drums, etc.) will be managed by designated personnel with coordination through the Project Manager. All absorbent material applied to contain and/or remedy the release will be swept and deposited into a drum for disposal at an appropriate facility. Designated personnel will handle all minor releases (leaking bottles, etc.) with coordination through the Project Manager. All absorbent material applied to contain and/or remedy the release will be swept and deposited into a drum for disposal at an appropriate facility. If possible, the leaking container may be moved to a more secure location for response. The procedures defined in this section comprise the spill containment program in place for activities at the site.

- All drums and containers used during the operations shall meet the appropriate DOT requirements for the waste that they will contain.
- Drums and containers shall be inspected and their integrity assured prior to being moved.
- Drums or containers that cannot be inspected before being moved because of storage conditions, shall be positioned in an accessible location and inspected prior to further handling using mechanical assistance as necessary.
- Employees involved in the drum or container operations shall be warned of the hazards associated with the containers.
- Where spills, leaks, or ruptures may occur, adequate quantities of spill containment equipment (absorbent pads, oil dry, etc.) will be stationed in the immediate area.
- Drums or containers that cannot be moved without failure, shall be emptied into a sound container by pumping, pouring or aspirating.
- Fire extinguishing equipment meeting 29 CFR part 1910. Subpart 1 shall be on hand and ready for use to control fires.

ATTACHMENT 1

Emergency Phone Numbers

In the event of a chemical spill, fire or explosion, the following agencies may be notified by mobile phone and will receive a written incident report as required by regulations.

EEI MANAGEMENT CONTACTS

Dan McCabe, President	(513) 266-3800

NATIONAL HOTLINES

Office of Emergency Services	(800) 852-7550
National Response Center	(800) 424-8802
National Response EPA	(800) 223-0425
Poison Control Center	(800) 222-1222
Pesticide Hotline	(800) 858-7378
DOT HAZMAT Hotline	(800) 467-4922
RCRA Hotline	(800) 424-9346
CHEMTREC	(800) 424-9300
Ecology Spill Response Hotline (24 hr):	(509) 575-2490
Hazardous Materials Information Center	(202) 366-4488

EMERGENCY 911

STATE NUMBERS – TBD

LOCAL POLICE AND FIRE NUMBERS - TBD

ATTACHMENT 2

Maps to Emergency Medical Clinic and/or Hospital

Insert Name, Address, Phone Number and Directions to the emergency medical clinic or hospital nearest to the project site

ATTACMENT 3

HASP Acknowledgment

This plan must be reviewed and be signed by all personnel prior the start of work. Contractors, if they so desire, are permitted to adopt a HASP that is more protective than this HASP but at no time shall a less protective HASP be used by any contractor.

By signing below, you affirm that the contents of this plan have been reviewed and that you understand and will comply with the requirements of this plan. Additionally, I affirm that I have received training commensurate with my responsibilities

Project Manager: _____ Date: _____

Site H & S Officer: _____ Date: _____

Print Name:	Signature:	Organization:

SUPPLEMENTAL TRAINING FOR
HOUSEHOLD HAZARDOUS WASTE COLLECTIONS

I. Items to be considered

1. Types of materials to be collected *(discuss and provide examples for the following)*

    a. Flammables
    b. Oxidizers
    c. Corrosives
    d. Corrosive Base/Acid
    e. PCB's
    f. Materials Containing Mercury (Bulk)
        - Fluorescent Bulbs
        - Elemental Mercury
    g. Batteries Containing Mercury
    h. Lead Acid Batteries
    i. Other Batteries
    j. Asbestos
    k. Propane Cylinders
    l. Other Cylinders
    m. Medicines
    n. Aerosol Cans
    o. Pesticide Solids
    p. Pesticide Liquids
    q. Paint – Quart, Pint, Gallon and 5-Gallon Containers
    r. Smoke Detectors

2. Oil Processing
3. Bulking Solvents
4. Anti-freeze Processing

II. Development of the General Health & Safety Program (HASP)

1. Fire Protection

III. Review of General Layout

1. Lanes
2. Sorting Tables
3. Material Flow

IV. Review of Profiles Assigned for 2014 HHW Collections by Category

1. Oxidizer
2. Lab Pack

3. Flammable Lab Pack
4. Corrosive Lab Pack
5. Bulk
6. Etc.

Note: One profile will be extended to one class for the entire season.

V. Review of Shipping Documents

VI. Review of Weighing Procedures

VII. Review of the Loading Practices

VIII. Review of Acceptable Personnel Conduct On and Off Job Site for EEI Employees and Volunteers

IX. Spill Clean-Up Procedures

1. Vehicle
2. On the Ground
3. Storm Water Protection
4. Sewer Blockages

X. Personal Protective Equipment (PPE)

1. Uniforms
2. Type of Clothing
3. Protective Creams
4. Safety Glasses
5. Hot and Cold Conditions
6. Sunscreens

XI. Typical Supplies List for HHW Event

XII. Typical Report to the Solid Waste Management District

Household Hazardous Waste Collection Proposal

Part III: Household Hazardous Waste Proposal Price Sheet

Please complete unit price, total cost per category, and total cost of all categories added together. For example, 2,000 lbs antifreeze @ $0.12/lb = $240.00

Product category	Amount	Price per unit	Total cost
Antifreeze	2,550 lbs.	$0.22	$561.00
Flammable Solvents Liquids	3,600 lbs.	$0.23	$828.00
Lab Packs for Treatment/Incineration and Lab Pack Reactives	1,500 lbs.	$1.28	$1,920.00
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	75,000 lbs.	$0.23	$17,250.00
Mercury	20 lbs.	$35.00	$700.00
Fertilizers & Pesticides	10,000 lbs.	$1.79	$17,900.00
Waxes, Joint Compounds, Latex Adhesives	9,500 lbs.	$0.75	$7,125.00
Consumer Commodity Flammables	7,000 lbs.	$1.28	$8,960.00
Aerosol Cans	4,000 lbs.	$1.05	$4,200.00
Non-Motor Oil Used Oils	7,000 lbs.	$0.22	$1,540.00
Corrosives	2,000 lbs.	$1.28	$2,560.00
Fluorescent bulbs	12,000 lbs.	$1.00	$12,000.00
PCB Ballast	80 lbs.	$3.05	$244.00
Propane cylinders	2,300 lbs.	$1.75	$4,025.00
Total Set Up & Mobilization/Demobilization Cost	1	$11,000.00	$11,000.00
Total Miscellaneous Charges (please detail in below chart)	1	$8,895.00	$8,895.00
Total Labor Charges	1	$0.00	$0.00

Total Cost: $99,708.00

Please list any additional miscellaneous charges in the below chart:

Item	Estimated amount	Price per item or pound	Total estimate
Isocyanate Cylinders	3	$1,800 each	$5,400.00
Freon Cylinders	6	$25.00 each	$150.00
Fire Extinguishers	50	$15.00 each	$750.00
Carbon Dioxide Cylinders	2	$25.00 each	$50.00
Helium Cylinders	10	$25.00 each	$250.00
Foaming Aerosols	200 lbs.	$4.00 lb.	$800.00
E-Cigarettes	10 lbs.	$5.50lb./Min $275	$275.00
Reactives	40 lbs.	$4.00lb./Min $225	$225.00
DWW	3 lbs.	$11.50lb./Min $225	$225.00
Resins	140 lbs.	$5.50 lb.	$770.00

ENVIRONMENTAL ENTERPRISES INC.

AFFIRMATIVE ACTION PROGRAM

In Accordance with 41 C.F.R. 60-1.40
and
41 C.F.R. 60-2.1 through 2.15

TABLE OF CONTENTS

I. Purpose of the Affirmative Action Program

II. Required Utilization Analysis

III. Responsibility for Implementation

IV. Plan of Action

V. Additional Required Ingredients

VI. Internal Audit

A. Applicant Information

B. Internal Audit Summary

C. Impact Study

VII. Program Summary

Exhibits

I. Affirmative Action Statement

II. Invitation to Self-Identify

III. Employment Agencies & Universities used for Recruitment

I. PURPOSE AND POLICY

Environmental Enterprises Inc. (EEI) is committed to providing performance based employment opportunities to individuals regardless of race, color, religion, sex, or national origin. The purpose of the EEI Affirmative Action Program is to provide a documented, good faith effort of maintaining equal employment opportunities throughout the company. To achieve this, the company is dedicated to take affirmative action in order to employ and advance in employment, minorities and females.

It is the policy of EEI to seek and employ qualified personnel at all locations and facilities, that employees are treated fairly during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

The company's objective in adopting this Affirmative Action Program is to achieve prompt and full utilization of minorities and females, at all levels and in all segments of its work force where deficiencies are known to exist.

II. REQUIRED UTILIZATION ANALYSIS

III. RESPONSIBILITY FOR IMPLEMENTATION

A. Corporate

The Personnel Manager is designated as Director of the Company's Affirmative Action activities and has overall responsibility for the program. The Personnel Manager is designated as the Equal Employment Opportunity coordinator and is responsible for implementing, monitoring, and administering the program.

The Personnel Manager has been given top management support and the necessary staff to manage implementation of this program. They will continue to:

1. Develop policy statements, Affirmative Action programs, and internal and external communication techniques including discussions with managers, supervisors and employees to ensure that the Company's policies are followed.

2. Advise supervisors that their work performance is evaluated on the basis of their Affirmative Action efforts and that they are responsible for preventing harassment of employees placed through Affirmative Action efforts.

3. Identify problem areas with line management in the implementation of the program and develop solutions to such problems.

4. Maintain an internal audit reporting system to monitor the progress of the program, including records of applicants, transfers/promotions and terminations.

5. Serve as liaison between the Company and various governmental enforcement agencies, community groups and vocational rehabilitation organizations.

6. Serve as liaison between the Company and organizations for minorities and females.

7. Inform management of latest developments in the entire Affirmative Action area.

8. Arrange career counseling for qualified minorities and female employees when it is requested.

B. Responsibilities of Line Managers

Each department manager is responsible for the implementation of the Affirmative Action Program within his or her area of responsibility. This includes monitoring hiring and promotion practices, identifying problem areas, and taking other actions as outlined in this plan.

IV. PLAN OF ACTION

Environmental Enterprises Inc. views its Affirmative Action Program as a result - oriented program designed to enhance the opportunities of minorities and females. The Company recognizes that the ultimate success of this undertaking will be largely the result of the "good faith efforts" detailed in the plan of action section of this Affirmative Action Plan. There is executive support for the plan; dissemination of the commitment to all employees enlisting their adherence to company equal employment opportunity policy has been completed. The substance of the plan to convert commitments to measurable progress is outlined in the following pages.

A. Recruiting

The Company is actively seeking minorities and females for existing and future employment. In order to improve recruitment and increase the flow of minority and female applicants, the Company will contact on a regular basis, State and specialized placement agencies.

The Company periodically informs primary recruiting sources, in writing, of its Equal Employment Opportunity policy and maintains a file of sources notified and acknowledgments received. When possible, briefing sessions are conducted on Company premises with representatives from these recruiting sources. A list of the employment agencies and Universities that the Company uses for recruitment purposes is attached as Exhibit III. Recruiting brochures that pictorially represent work situations will include handicapped workers where possible.

B. Employment and Selection

All employees engaged in hiring and selection decisions are trained in nondiscrimination practices in compliance with regulations. Employment decisions are reviewed periodically to monitor results.

Any test utilized in the company's selection process is content valid and related to each job for which it is used.

An Affirmative Action file containing all applications for employment from handicapped individuals and covered veterans is maintained to assure that:

1. Minorities and females are applying.
2. There is a proper representation of available minority and female applicants.
3. Minority and female applicants are being given equal consideration for employment.

C. Promotions

The records of minority and female employees are reviewed to assure that qualified individuals are given equal consideration as opportunities for upgrading, promotion and transfer occur. Where additional training and experience would be beneficial for advancement, management counsels and assists minority and female employees.

D. Training

Minority and female employees are given equal access to all developmental training designed to enhance an employee's ability to assume positions of greater responsibility.

E. Subcontracts

All company contracts include an Equal Employment Opportunity clause, when appropriate.

F. Other

1. A copy of the policy statement signed by EEI's President, is posted on all bulletin boards and issued to all management personnel, supervisors, and employment interviewers.

2. An employee counselor is available, on request, to work with any employee concerning personal or work-related problems.

V. ADDITIONAL REQUIRED INGREDIENTS

EEI is committed to providing performance based employment opportunities to individuals regardless of race, color, religion, sex, or national origin. The Personnel Manager of EEI has been directed to ensure that all personnel actions including; requirements for promotional opportunities, compensation, benefits, transfers, layoffs, return from layoff, company-sponsored training, education, tuition assistance, social and recreation programs will be administered without regard to race, color, religion, sex, or national origin.

A. Internal Policy Dissemination

1. Our Company's Equal Employment Opportunity statement has been incorporated into the Employee Handbook.

2. Our Company's Equal Employment Opportunity policy and Affirmative Action program are publicized in company publications.

3. Meetings are held with all of our management level employees for the purpose of informing them of the Company's Equal Employment Opportunity policy and our Affirmative Action Plan.

4. Meetings are conducted with all employees to discuss the Company's Equal Employment Opportunity policy and to explain the individual employee's responsibilities.

5. The Company's Affirmative Action Program is communicated to all employees. Employee responsibility is detailed and employees are afforded an opportunity to discuss the program.

6. Articles covering our Equal Employment Opportunity programs, program reports, promotions etc. of minorities and women are published, when appropriate.

7. Our Equal Employment Opportunity policy is posted on our Company bulletin boards Company wide.

8. Management and other employees engaged in employment placement and transfer or promotion processing receives additional training on applicable State and Federal Equal Employment Opportunity laws for minorities and women. Our Affirmative Action Program is reviewed, in depth, with employees who work in appropriate personnel jobs. In addition, their individual responsibility in assisting the Company in meeting its Affirmative Action objectives is clearly outlined.

B. External Dissemination

1. All major recruiting sources are informed both orally and in writing of the Company's commitment to employ qualified minorities and women. All suitable employment openings are listed at the local office of the Ohio Bureau of Employment Services. These sources are requested to actively recruit and refer minority and women for all positions for which we hire.

2. All recruiting literature contains an Equal Employment Opportunity statement. The Company communicates the existence of its Affirmative Action Program to all employment candidates and informs them of how they can avail themselves of its benefits.

3. A statement relating to the Company's Equal Employment Opportunity policy is sent to all subcontractors and suppliers. The equal opportunity clause and reference to the affirmative action obligations of contractors regarding minorities and women are incorporated in all purchase orders and subcontracts as required by law, executive order and regulations promulgated thereunder.

The Company periodically informs primary recruiting sources in writing of its Equal Employment Opportunity policy and maintains a file of sources notified and acknowledgments received. A list of the employment agencies and Universities that the Company uses for recruitment purposes is attached as *spreadsheet #8*. Recruiting brochures that pictorially represent work situations will include minority and female workers where possible. Other action-oriented programs the Company subscribes to include:

C. Employment and Selection

All employees engaged in hiring and selection decisions are trained in nondiscrimination practices in compliance with regulations. Employment decisions will be reviewed periodically to monitor results.

Any test utilized in the company's selection process is content valid and related to each job for which it is used.

An Affirmative Action file containing all applications for employment is maintained to assure that:

1. Qualified minority and women are applying.

2. There is a proper representation of available minority and female applicants.

3. Minority and female applicants are being given equal consideration for employment.

D. Promotions

The records of minorities and women are reviewed to assure that qualified individuals are given equal consideration as opportunities for upgrading, promotion and transfer occur. Where additional training and experience would be helpful for advancement, management counsels and assists minorities and women.

E. Training

Minorities and women are given equal access to all developmental training designed to enhance an employee's ability to assume positions of greater responsibility.

F. Subcontracts

All company contracts include an Equal Employment Opportunity clause, when appropriate.

G. Other

1. A copy of the policy statement signed by the President is posted on all bulletin boards and issued to all management personnel, supervisors, and employment interviewers.

2. An employee counselor is available on request to work with any employee concerning personal or work-related problems.

3. Affirmative Action measures will be taken to recruit minorities and females not currently in the work force. Relationships with United Way agencies that provide referral services for those minorities and females will be developed. Consideration will be given with regard to flexible work schedules.

4. Company support to develop community relations and community restoration projects will continue in Winton Place.

VI. Internal Audit

Following are the results of our internal audit for newly hired personnel starting from January 1st, 1997 through December 31, 1997. We have compiled four spreadsheets. The spreadsheets illustrate the process of our entire selection from the posting of positions available through the actual selecting and hiring.

Applicants files were developed for each job advertised, and the data collected from the original applicants files was used to compile the information for the following four spreadsheets. The figures in the spreadsheets represent all solicited resumes for the positions that were advertised and filled from the applicant pool. The remainder of this section will include all four spreadsheets with a brief explanation for each one.

The first spreadsheet includes all of the applicants and the mailed-in resumes for the advertised positions available. All figures about race and gender came from the ***Invitation to self-Identify*** *Form*. Every interviewed applicant is given the opportunity to identify him/herself with our Invitation to self-Identify form.

The second sheet shows applicants who were selected to be interviewed.

The third sheet compares the number of applicants in each job group to the number and the percentage of applicants who were invited to be interviewed.

The fourth sheet shows the number of individuals hired, out of the applicant's pool, for the advertised positions compared to the total number of applicants.

Internal Audit Summary

During 1997, 62 people were hired for positions within EEI. Our listing of positions available is now being posted with a variety of traditional sources of recruitment (see spreadsheet #8). Most of our applicant pool came from resumes mailed to the personnel office at the Cincinnati-Dayton Road location. From these resumes, people are chosen as qualified to be interviewed, and then hired.

Following are some highlights from the aforementioned data:

21% of the individuals hired were female, and 26% of individuals hired were minorities. Moreover, of those individuals who were interviewed (as shown on sheet #3) 31% of those who identified themselves as female were interviewed, and 24% of those who identified themselves as minorities were interviewed.

Rejection Rate

- Thirteen females were hired out of an available 92 (14%) or a rejection rate of 86%.
- Forty-nine males were hired out of an available 205 (24%), or a rejection rate of 76%.
- Forty-six Caucasians were hired out of an available 188 (24%), or a rejection rate of 76%.
- Sixteen minorities were hired out of an available 95 (17%), or a rejection rate of 84%.

Terminations & Promotions

While the previous spreadsheets (1, 2, 3 & 4) demonstrated the process followed for hiring new personnel, the following spreadsheets (5,6, & 7) outline the changes that have occurred in the work force during 1997.

After the hiring process, terminations and promotions were taken into consideration, the work force appears as reflected in spreadsheet #5.

Since the impact studies report was finished, there have been activities in all job groups. Please see Sheet #6.

- There were one Caucasian male terminated in Job group #001.
- There were five terminations in Job group # 002, including: three Caucasian males, one Asian male and one Asian female.
- There were twenty terminated in Job group # 003, including: nineteen males (11 Caucasians, 7 Blacks and I Indian), and one Asian female.
- There were eleven Caucasian males and seven Black males terminated in Job group #004.
- There was one Black male terminated in Job group #005.
- There were eight Caucasian females and one Black female terminated in Job group #006.
- There were three Caucasians terminated in Job group #007, two females and one male.
- There was one Caucasian male terminated in Job group #011.

The following spreadsheet demonstrates a list of the individuals who have left EEI during 1997.

Spreadsheet #7 is a list of the employees who were promoted during 1997.

Environmental Enterprises, Inc. continues to support community programs to increase recruitment efforts for minorities. The community programs specifically aimed at recruiting women and minorities are the YWCA/Lifestride Program and Jobs Plus (these agencies are listed in sheet #8).

VII. PROGRAM SUMMARY

EEI is statistically compliant with regard to the utilization of handicapped individuals and covered veterans. Attention will be given to female and minority applicants for work groups in existing job groups when employment opportunities exist.

WORKFORCE ANALYSIS FORM

Name of Organization: Environmental Enterprises, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		**Total**	
		M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
Administrators	2	2														2	
Professionals	4	3												1		4	
Superintendents																	
Supervisors	20	14	6													14	6
Foremen																	
Technicians	28	15	5			6				2						23	5
Protective Service																	
Para-Professionals	27	17		3		5								1	1	26	1
Office/Clerical	15	2	10		1		2									2	13
Skilled Craft	7	7														7	
Service/Maintenance	18	4	3	1	2	6								2		13	5
Total:	121	64	24	4	3	17	2			2				4	1	91	30

Prepared by: Barbara Curnutte, HR Director **Date:** 07 / 24 / 2025

(Name and Title)

Revised 2015-Dec-15

AFFIDAVIT

Comes the Affiant, Brian J. DePeel, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Brian J. DePeel and he/she is the individual submitting the proposal or is the authorized representative of Environmental Enterprises, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

_____

STATE OF Ohio

COUNTY OF Hamilton

The foregoing instrument was subscribed, sworn to and acknowledged before me by Brian J. DePeel on this the 18th day of July, 2025.

My Commission expires: August 7, 2026

_____
NOTARY PUBLIC, STATE AT LARGE

Cheryl L Ruberg
NOTARY PUBLIC
State of Ohio
My Commission Expires 8/7/2026

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.



Signature

Environmental Enterprises, Inc.

Name of Business

LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long- term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

Certified Disadvantaged Business Enterprise (DBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.*

Certified Minority Business Enterprise (MBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)*

Certified Women Business Enterprise (WBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.*

Certified Veteran-Owned Small Business (VOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

Certified Service -Disabled Veteran Owned Small Business (SDVOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.
The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 21-2025

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. N/A				
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Environmental Enterprises, Inc.
Company

Brian J. DePeel
Company Representative

July 18, 2025
Date

Director, HHW Division
Title

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 21-2025

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. N/A					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Environmental Enterprises, Inc.
Company

Brian J. DePeel
Company Representative

July 18, 2025
Date

Director, HHW Division
Title

LEXINGTON

DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.

2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.

3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.

4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.

5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work

on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.

10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.

11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.

12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

    a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.

13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

> **<u>Note</u>: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ENVIRONMENTAL ENTERPRISES INCORPORATED

TREATMENT FACILITY
4650 Spring Grove Ave.
Cincinnati, Ohio 45232
(513) 541-1823
Fax: (513) 541-1638
http: // www.eeienv.com
EPA ID#: OHD 083377010

OFFICE / LABORATORY
10163 Cincinnati - Dayton Rd.
Cincinnati, Ohio 45241
(513) 772-2818
Fax: (513) 782-8950
(800) 722-2818

Lexington-Fayette Urban County Government
MWDBE Participation Goals

Environmental Enterprises, Inc. (EEI) is a USEPA / OEPA Part B permitted Hazardous Waste Disposal Facility located in Cincinnati, Ohio. They were incorporated in the State of Ohio in 1976.

Because of the nature of their work including events such as one day HHW Collections, RFP #21-2025 known as "Household Hazardous Waste (HHW) Collection Events" , EEI does not utilize the services of any outside vendors for Labor, Disposal, Recycling, Supplies or Equipment while performing any of these events.

EEI only provides trained personnel typically with the 40 hour OSHA training with 8 hour annual refresher updates. Secretaries typically receive 24 hour OSHA training with annual updates and Casual Labor employees receive a 4 hour Hazard Awareness training specifically designed for HHW collections.

For this reason, EEI is a self-contained entity on these projects and does not utilize outside resources.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	Environmental Enterprises, Inc.	**Date:**	July 18, 2025
Project Name:	Household Hazardous Waste	**Project Number:**	21-2025
Contact Name:	Brian J. DePeel	**Telephone:**	800-850-3587
Email:	bdepeel@eeienv.com		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long -term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☒

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text.

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☒

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. See Attachment

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Click or tap here to enter text.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

<u>Note</u>: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Environmental Enterprieses, Inc.	Brian J. DePeel
Company	**Company Representative**
July 18, 2025	Director, HHW Division
Date	**Title**

4870-1925-6809, v. 1

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

   The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modifications of proposal”.

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any

product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
(d) Failure to diligently advance the work under a contract for construction services;
(e) The filing of a bankruptcy petition by or against the contractor; or
(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent**,** Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

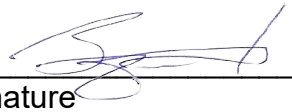
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.



Signature

July 18, 2025

Date

Household Hazardous Waste Collection Proposal

Part III: Household Hazardous Waste Proposal Price Sheet

Please complete unit price, total cost per category, and total cost of all categories added together. For example, 2,000 lbs antifreeze @ $0.12/lb = $240.00

Product category	Amount	Price per unit	Total cost
Antifreeze	2,550 lbs.	$0.22	$561.00
Flammable Solvents Liquids	3,600 lbs.	$0.23	$828.00
Lab Packs for Treatment/Incineration and Lab Pack Reactives	1,500 lbs.	$1.28	$1,920.00
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	75,000 lbs.	$0.23	$17,250.00
Mercury	20 lbs.	$35.00	$700.00
Fertilizers & Pesticides	10,000 lbs.	$1.79	$17,900.00
Waxes, Joint Compounds, Latex Adhesives	9,500 lbs.	$0.75	$7,125.00
Consumer Commodity Flammables	7,000 lbs.	$1.28	$8,960.00
Aerosol Cans	4,000 lbs.	$1.05	$4,200.00
Non-Motor Oil Used Oils	7,000 lbs.	$0.22	$1,540.00
Corrosives	2,000 lbs.	$1.28	$2,560.00
Fluorescent bulbs	12,000 lbs.	$1.00	$12,000.00
PCB Ballast	80 lbs.	$3.05	$244.00
Propane cylinders	2,300 lbs.	$1.75	$4,025.00
Total Set Up & Mobilization/Demobilization Cost	1	$11,000.00	$11,000.00
Total Miscellaneous Charges (please detail in below chart)	1	$8,895.00	$8,895.00
Total Labor Charges	1	$0.00	$0.00

Total Cost: $99,708.00

Please list any additional miscellaneous charges in the below chart:

Item	Estimated amount	Price per item or pound	Total estimate
Isocyanate Cylinders	3	$1,800 each	$5,400.00
Freon Cylinders	6	$25.00 each	$150.00
Fire Extinguishers	50	$15.00 each	$750.00
Carbon Dioxide Cylinders	2	$25.00 each	$50.00
Helium Cylinders	10	$25.00 each	$250.00
Foaming Aerosols	200 lbs.	$4.00 lb.	$800.00
E-Cigarettes	10 lbs.	$5.50lb./Min $275	$275.00
Reactives	40 lbs.	$4.00lb./Min $225	$225.00
DWW	3 lbs.	$11.50lb./Min $225	$225.00
Resins	140 lbs.	$5.50 lb.	$770.00

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #21-2025 Hazardous Household Waste Collection Events** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **July 31, 2025.** All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers'

representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding $250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2)

submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

The LFUCG's Selection Committee shall consider the following factors when it evaluates the proposals received:

1. Specialized experience and technical competence of the person or firm with the type of service required. 15 points
2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations; 15 points
3. Past record and performance on similar contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality or work and ability to meet schedules; 15 points
4. Familiarity with the details of the project; 10 points
5. The ultimate disposition of the materials collected (i.e. reuse and recycling versus disposal); 10 points
6. The compliance history of the recycling and/or disposal facilities that will be utilized; 10 points
7. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm; 10 points
8. Estimated Cost of Services. 15 points

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions regarding this RFP shall be addressed through: https://lexingtonky.ionwave.net

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of_____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

_____ _____

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	**Total**	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		**Total**	
		M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____Date: _____/_____/_____

(Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long- term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

Certified Disadvantaged Business Enterprise (DBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.*

Certified Minority Business Enterprise (MBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)*

Certified Women Business Enterprise (WBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.*

Certified Veteran-Owned Small Business (VOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

Certified Service -Disabled Veteran Owned Small Business (SDVOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.
The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference #_____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference #_____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LEXINGTON

DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.

2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.

3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.

4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.

5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work

on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.

10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.

11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.

12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

    a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.

13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

> **<u>Note</u>: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:		**Date:**	
Project Name:		**Project Number:**	
Contact Name:		**Telephone:**	
Email:			

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long -term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text.

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Click or tap here to enter text.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

<u>Note</u>: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company	**Company Representative**
Date	**Title**

4870-1925-6809, v. 1

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

   The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modifications of proposal”.

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any

product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
(d) Failure to diligently advance the work under a contract for construction services;
(e) The filing of a bankruptcy petition by or against the contractor; or
(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent**,** Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

_____ _____

Signature Date

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

(2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

(6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, $1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100,000.00
Pollution Liability	$5 million per occurrence

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless deemed not to apply by LFUCG.

d. The General Liability Policy shall include an Environmental Pollution Liability endorsement of not less than $5,000,000.00 per occurrence or like insurance coverage shall be provided.

e. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

f. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

a. Latest audited financial statement, including auditor's notes.

b. Any records of any self-insured trust fund plan or policy and related accounting statements.

c. Actuarial funding reports or retained losses.

d. Risk Management Manual or a description of the self-insurance and risk management program.

e. A claim loss run summary for the previous five (5) years.

f. Self-Insured Associations will be considered.

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

Request for Proposal - Issued by
Lexington-Fayette Urban County Government (LFUCG)
RFP 21-2025
Household Hazardous Waste (HHW) Collection Events

INTRODUCTION

With help from grant funding provided through the Kentucky Department of Environmental Protection, Division of Waste Management, Lexington-Fayette Urban County Government (LFUCG) is planning to continue the Household Hazardous Waste Collection Program and seeks proposals from qualified vendors to manage the event and the collected materials, and to provide related services. Only materials from Fayette County residents and from LFUCG divisions (conditionally exempt small quantity generators [CESQGs]) will be accepted. Materials will not be accepted from businesses/commercial establishments.

A. OVERVIEW

The Lexington-Fayette Urban County Government will provide the paved collection site, at LFUCG's old landfill pad, 1631 Old Frankfort Pike, Lexington, KY. The collection of materials will take place between the hours of 8:30 a.m. to 3:00 p.m. on one Saturday in the spring and the fall seasons.

The goals of the event include the following:

- Provide a safe and environmentally sound way to dispose/manage household hazardous wastes;
- Increase public awareness concerning the proper use and disposal of hazardous household chemicals and other products;
- Recycle these materials when possible;
- Preserve the environment;
- Protect citizens and volunteers as well as LFUCG employees;
- Reduce LFUCG potential environmental liabilities.

B. LFUCG RESPONSIBILITIES

LFUCG will accept proposals from qualified vendors. In general, the process will include a cost evaluation with consideration given to the following:

1. Specialized experience and technical competence of the person or firm with the type of service required. 15 points
2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations; 15 points

3. Past record and performance on similar contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality or work and ability to meet schedules; 15 points
4. Familiarity with the details of the project; 10 points
5. The ultimate disposition of the materials collected (i.e. reuse and recycling versus disposal); 10 points
6. The compliance history of the recycling and/or disposal facilities that will be utilized; 10 points
7. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm; 10 points
8. Estimated Cost of Services. 15 points

LFUCG will provide the following:

- Management of non-hazardous waste and recyclables (such as cardboard and household landfill waste);
- Ample number of staff/labor for activities such as traffic control, off-loading, participant surveys, etc.;
- Traffic cones and signage;
- Promotion for the event;
- Restroom facilities;
- Personal protective equipment (PPE) for LFUCG employees;
- Fire Department personnel

LFUCG reserves the right to provide additional items/materials at our discretion to reduce our costs.

C. VENDOR RESPONSIBILITIES

The selected vendor must make a site visit to the collection site at least one month prior to the collection event to determine suitability and to identify any potential concerns. This site visit must be made jointly with LFUCG personnel.

The successful vendor assumes responsibility for all waste collected during the event and shall transport for disposal all wastes accepted at the event. The vendor will be the "generator" and the "shipper" for waste collected at the event. All collected waste 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, 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 all regulations promulgated pursuant thereto. The vendor's name and EPA ID number will appear as the generator of waste on all manifests and other legal documents.

As in previous events, LFUCG requires that the successful vendor obtain all required permits and authorizations to include applicable federal EPA and Kentucky permits, including:

- A valid Environmental Protection Agency Identification Number as a generator and transporter of hazardous wastes;
- A valid license to transport hazardous and acutely hazardous wastes;
- Appropriate placards and a vehicle identification device for each vehicle used to transport wastes from the site;
- Authorization from the Interstate Commerce Commission, the Public Utilities Commission of pertaining states, and any other appropriate state or federal agency necessary to operate as a common carrier;
- Adequate liability insurance for claims resulting from bodily injury or death and property damage evidenced by a Certificate of Insurance;
- Required coverage for Worker's Compensation and/or insurance coverage for bodily injuries or death of employees, agents, or servants of the vendor, and proof of required coverage or insurance for employees, agents, or servants of any subcontractors or other independent contractors performing services at the Site;
- 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 the vendor;
- All other state and federal permits or licenses necessary to legally transport wastes in interstate commerce; and
- Manifests, shipping papers, contingency plans, site safety and health plans, and any other documentation necessary to properly carry out its responsibilities under this Agreement.

The selected vendor will be expected to provide enough manpower and equipment so that at least four (4) lanes of vehicles can be off-loaded simultaneously, with a goal of accommodating an estimated 1,500 – 2,000 vehicles over the course of the collection event.

Other responsibilities assumed by the vendor are:

- Mobilization, including travel and supply trucks, to and from the collection site;
- Set up and tear down tents, tables and work areas: Vendor must arrive on-site the day prior to the collection event to set up (access to the site for the day and/or evening prior will be made available). *Vendors are subject to a penalty of 10% off the project cost for failure to comply with this requirement*;
- Overall responsibility and oversight for the entire event, from set-up to closure of site;
- Overall responsibility for site safety to include responsibility for preparing and implementing a site health and safety plan covering all workers and participants;
- Pre-event safety and education session for all event staff on the day of the event;
- Provide adequate management and labor-staff on site during the entire event;
- Provide refreshments and lunch for all vendor staff;
- Provide forklift(s) and operator(s) for handling chemical containers, loading and unloading vendor trucks, etc.
- Provision of appropriate insurance, indemnification, and safety and loss coverage and procedures to include commercial general liability, automobile liability,

workers compensation with employee liability, and contractor's pollution legal liability with consultants environmental liability;

- Provision of DOT-approved totes, drums, gaylord boxes, and other shipping containers;
- Provision of spill containment, neutralization materials and lab carts;
- Provisions of spill clean-up equipment and absorbents;
- Spill clean-up;
- Classification, segregation, and packaging of waste by hazard class in compliance with DOT, EPA, state, and local regulations;
- Testing to determine the correct hazard classification of unknown materials;
- Proper waste drum labeling, manifesting, permitting, and other paperwork required by law;
- Provide timely on-site cost-tracking to include hourly updates to the LFUCG of estimated costs incurred to that point;
- Removal of collected materials from the collection site by midnight of the collection day, unless otherwise authorized by LFUCG: *Vendors are subject to a penalty of 10% off the project cost for failure to comply with this requirement*.
- Recycling, reuse or disposal of the collected materials at EPA approved facilities;
- Provision of a completed manifest or other form document the treatment status of the collected materials within 90 days of the event;
- Completion of a detailed final report and bill summarizing the activities of the HHW event, the key statistics and data from the collection event, including, weight and volume, type, and disposition of material/item, the costs of services provided, and any recommendations for improving future HHW events. Final report and bill should be sent within 30 days of the event and should also be broken out in accordance with granting agency requirements;
- Provide necessary scale equipment to weigh collected waste material;
- Ensure that at the end of the event, the LFUCG site and any surrounding areas used for the HHW event are restored to the same condition that existed prior to the event;
- Perform all services under this Agreement in a safe, efficient, and lawful manner, using current industry-accepted practices and methods.

The vendor 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. The vendor and its agents and employees shall not represent, purport to act, or be deemed to be the agent, representative, employee, or servant of LFUCG or its constituent counties. LFUCG 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 the vendor.

The vendor agrees to indemnify and hold harmless LFUCG, 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 attorney's fees, to the extent caused

by the negligence or willful misconduct of the vendor, 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 the vendor at any of the Sites. This indemnification shall not apply to any Claim arising from a material breach of this Agreement by LFUCG, or to any Claim arising solely from the gross negligence or willful misconduct of LFUCG, its employees, agents, or representatives. This indemnity shall survive the termination of this Agreement.

D. ACCEPTANCE OF MATERIALS

Collection is limited to residents of Fayette County. Materials that may be dropped off include, but are not limited to:

Acceptable Items

Automotive Products

- antifreeze
- auto wax
- batteries (auto, boat, etc.)**
- carburetor cleaner
- diesel fuel
- engine cleaners
- engine degreasers
- fuel oil
- gas & diesel additives
- gasoline, old
- motor oil and filters**
- oil & transmission additives
- transmission fluid
- waste windshield cleaner fluid

Fertilizers & Pesticides

- algaecides
- bug spray/sticks
- dioxin
- fertilizers containing nitrogen
- fungicides
- herbicides/weed killers
- insecticides (ant & roach powder)
- insecticides (garden dusts & sprays)
- pet flea & tick products
- rodenticides

Paint Products & Solvents

- auto paint
- brush cleaner
- creosote
- finishes
- furniture stain remover
- furniture strippers
- lead paint
- linseed oil
- mineral spirits

- oil-based paints
- paint thinners
- primer paint
- varnishes
- paint removers
- polyurethane coatings
- rust removers
- water based/latex paints**
- paint strippers
- preservatives
- turpentine

Household Products

- acids
- alcohols
- artist supplies
- carpet cleaner
- compressed gas cylinders
- cutting oils
- disinfectants
- ether
- floor adhesive
- furniture polish
- kerosene
- metal polishes
- nail polish or remover
- plant food
- solvents
- spray cleaners
- upholstery cleaner
- adhesives
- ammonia
- ballast PCB
- caulking
- contact cement
- cylinders (propane, helium)***
- drain cleaners
- fiberglass epoxy
- floor waxes
- glass cleaners
- liquid shoe polish
- metal primer
- oven cleaner
- roofing tar
- spackling (drywall compound)
- swimming pool chemicals
- wood preservatives
- aerosol cans
- arsenic
- batteries – household*
- chlorine
- correction fluid
- degreaser
- dyes
- fire extinguishers
- fluorescent lightbulbs
- glue ink
- mercury
- moth balls/flakes
- photographic chemicals
- rubber adhesives
- spot or stain removers
- tile adhesives
- wood sealers

*(alkaline, NiCad, lithium)

**Latex and water based paint, motor oil, motor oil filters and batteries (auto and boat) will be accepted at the event, at the discretion of LFUCG, but will need to be invoiced separately from the other material, since the cost for disposal is not covered by the Kentucky Department of Environmental Protection grant. Please note, the vendor may not be responsible for handling all latex and water based paint; some paint may be handled by a local non-profit recycler.

***Cylinders include the following categories: small, medium, large, propane, freons, helium, fire extinguishers.

Unacceptable Items

Dangerous items (explosives, ammunition, radioactive materials, etc.) will not be accepted per grant restrictions, with the exception of small caliber ammunition which will be managed by the LFUCG Department of Public Safety.

- appliances (microwave oven, toaster, air conditioner, hair dryer etc.)*
- asbestos-containing material
- electronics (TV's, computer gear, etc)*
- explosives/ammunition
- infectious waste
- medical waste
- pharmaceuticals
- radioactive materials
- smoke detectors
- tires
- white goods (dishwasher, clothes washer, dryer, etc.)

*Electronic items currently accepted by the LFUCG Electronic Recycling Facility may be collected separately by LFUCG crews at the event.

E. PROPOSAL REQUIREMENTS

The proposal submitted should include the following information:

- Completed Part I. Vendor Qualifications sheet;
- Completed Part II. Site Set-Up sheet;
- Completed Part III. Household Hazardous Waste Collection Price Sheet
- A description of vendor qualifications;
- Examples of relevant work performed in the recent past, including the name and phone number of a contact person for each example (LFUCG reserves the right to contact these references);
- Proof of all necessary state and federal licenses, permits and authorizations required for the collection, transportation and disposal of the collected wastes;
- Copies of any notices of violations, administrative orders, or other enforcement actions taken by regulatory agencies in the past five years against the primary vendor, the parent company and the probable sites to be used for waste disposal;
- Copies of any letters of commendation, awards, or other recognition received in the last five years;
- A detailed list of key personnel working on the project;
- A detailed list of persons who will be on site during the collection day, including relevant experience, qualifications, and a detailed list of duties to be performed that day for each individual;
- The number of vendor employees that will be on site working the event and the number of hours it is anticipated by your company they will be working;

- An example of a typical site set-up including vehicle unloading, material identification and separation, material bulking, non-regulated waste disposal, and truck loading;
- A plan for handling overflow of materials or traffic at the site, including plans to obtain more drums, gaylords, or roll-off boxes, and plans to use areas of the site for traffic control;
- A description of the on-site cost tracking method;
- A detailed equipment list for the collection site including materials for fire prevention, safety, personal protective equipment, material bulking, and any other supplies or equipment necessary for this event, including process for each item;
- A complete list of the recycling, disposal, and/or transfer facilities to be used by the vendor including company name, address, contact name and phone number, federal ID number, types of waste(s) accepted, and method(s) to be used;
- A detailed description of how individual materials will be managed on site during the event as well as once the materials leave the site;
- A copy of lithium battery handling and transport policy (compliant with DOT Guidelines);
- A copy of protocols for identifying unknown materials;
- A description of spill and fire prevention plans, emergency response plans, and health and safety plans;
- A detailed description of any training (safety or otherwise) vendor will provide to volunteers and LFUCG staff on the day of the event prior to event start time;
- Documentation of insurance; and
- A list of the names of the subcontractors proposed for the any part of the event. If the contractor intends to use a subcontractor for any phases of the event such subcontractor shall be approved by LFUCG before any work is accomplished.

In addition to this information, the proposal should include a complete estimated project cost and proposal based on the details provided on the attached pages.

F. AGREEMENT TERMS

The terms of this agreement shall be for one (1) year from the date of acceptance of this contract. In the event of being awarded the bid and price contract, the agreement set forth shall be eligible for up to three (3), one-year renewals at the attached rate schedule. Any requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. Either party may cancel this agreement with ninety (90) days written notice to other party.

G. STATISTICS & QUANTITY ESTIMATES

Please see the following tables (below) for information from previous Household Hazardous Waste Collection events held by LFUCG. Approximately 1,200 – 1,600 vehicles were serviced at these past events. The quantities are presented below to aid vendors in pricing

and preparing estimations for upcoming events. These quantities are not guaranteed for the events.

Respondents should note the LFUCG reserves the right to divert select wastes from the waste stream on the day of the event so that these can be optimally managed and to reduce costs to LFUCG. For example, LFUCG desires that some of the usable water-based (latex) paint be diverted out of the collection process at the event for reuse through our existing partnership with Habitat for Humanity ReStore to the extent practical.

Similarly, it may be advantageous for LFUCG to contract directly with vendors (to include vendors that may not have responded to the RFP) that would pay for materials received during the HHW event that have an obvious marketable value (such as lead acid batteries). Respondents are encouraged to indicate how they would manage these types of materials and how much they will credit (pay) LFUCG for these materials in Part III – Household Waste Collection Proposal Price sheet. LFUCG reserves the right to utilize vendors other than the successful vendor for these marketable items should we determine it is advantageous to do so.

LFUCG is restricted from paying for disposal of certain materials using Kentucky Department of Environmental Protection grant funds. LFUCG may want to accept these materials but manage them in alternate ways if that proves acceptable to the state. Used oil is one example. LFUCG may enter into a recycling arrangement with vendors to recycle used oil at no cost to the state.

TABLE 1
Spring 2019 HHW EVENT TOTALS

Products	**Amount**
Antifreeze	2,652 lbs.
Flammable Solvents Liquids	6,195 lbs.
Lab Packs for Treatment/Incineration and Lab Pack Reactives	813 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	91,367 lbs.
Mercury	52 lbs.
Pesticides	11,340 lbs.
Waxes, Joint Compounds, Latex Adhesives	15,460 lbs.
Consumer Commodity Flammables	8,259 lbs.
Aerosol Cans	4,432 lbs.
Non-Motor Oil Used Oils	6,797 lbs.
Corrosives	1,963 lbs.
Fluorescent bulbs	12,044 lbs.
PCB Ballast	16 lbs.
Propane Cylinders	273 (# of cylinders)

TABLE 2
Fall 2019 HHW EVENT TOTALS

Products	**Amount**
Antifreeze	2,521 lbs.
Flammable Solvents Liquids	6,073 lbs.
Lab Packs for Treatment/Incineration and Lab Pack Reactives	1,346 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	72,714 lbs.
Mercury	1 lbs.
Pesticides	10,353 lbs.
Waxes, Joint Compounds, Latex Adhesives	19,371 lbs.
Consumer Commodity Flammables	8,269 lbs.
Aerosol Cans	3,982 lbs.
Non-Motor Oil Used Oils	6,006 lbs.
Corrosives	1,819 lbs.
Fluorescent bulbs	13,828 lbs.
PCB Ballast	85 lbs.
Propane Cylinders	1,201 (# of cylinders)

TABLE 3
Fall 2020 HHW EVENT TOTALS

Products	**Amount**
Antifreeze	3,563 lbs.
Flammable Solvents Liquids	6,571 lbs.
Lab Packs for Treatment/Incineration and Lab Pack Reactives	2,272 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	136,904 lbs.
Mercury	126 lbs.
Pesticides	22,155 lbs.
Waxes, Joint Compounds, Latex Adhesives	20,779 lbs.
Consumer Commodity Flammables	14,813 lbs.
Aerosol Cans	6,597 lbs.
Non-Motor Oil Used Oils	8,195 lbs.
Corrosives	2,669 lbs.
Fluorescent bulbs	35,632 lbs.
PCB Ballast	178 lbs.
Propane Cylinders	2,010 lbs.

TABLE 4
Spring 2021 HHW EVENT TOTALS

Products	**Amount**
Antifreeze	3,147 lbs.
Flammable Solvents Liquids	4,795 lbs.
Lab Packs for Treatment/Incineration and Lab Pack Reactives	1,577 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	23,673 lbs.
Mercury	27 lbs.
Pesticides	13,583 lbs.
Waxes, Joint Compounds, Latex Adhesives	9,830 lbs.
Consumer Commodity Flammables	11,410 lbs.
Aerosol Cans	5,387 lbs.
Non-Motor Oil Used Oils	7,539 lbs.
Corrosives	2,385 lbs.
Fluorescent bulbs	17,037 lbs.
PCB Ballast	22 lbs.
Propane Cylinders	4,112 lbs.

TABLE 5
Fall 2021 HHW EVENT TOTALS

Products	**Amount**
Antifreeze	2,292 lbs.
Flammable Solvents Liquids	5,601 lbs.
Lab Packs for Treatment/Incineration and Lab Pack Reactives	1,386 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	83,824 lbs.
Mercury	12 lbs.
Pesticides	11,113 lbs.
Waxes, Joint Compounds, Latex Adhesives	13,909 lbs.
Consumer Commodity Flammables	8,315 lbs.
Aerosol Cans	3,834 lbs.
Non-Motor Oil Used Oils	5,157 lbs.
Corrosives	1,901 lbs.
Fluorescent bulbs	10,608 lbs.
PCB Ballast	28 lbs.
Propane Cylinders	2,112 lbs.

TABLE 6
Spring 2022 HHW EVENT TOTALS

Products	**Amount**
Antifreeze	2,064 lbs.
Flammable Solvents Liquids	2,328 lbs.
Lab Packs for Treatment/Incineration and Lab Pack Reactives	1,435 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	15,774 lbs.
Mercury	11 lbs.
Pesticides	9,668 lbs.
Waxes, Joint Compounds, Latex Adhesives	5,288 lbs.
Consumer Commodity Flammables	4,337 lbs.
Aerosol Cans	3,377 lbs.
Non-Motor Oil Used Oils	4,258 lbs.
Corrosives	2,056 lbs.
Fluorescent bulbs	3,689 lbs.
PCB Ballast	66 lbs.
Propane Cylinders	2,150 lbs.

TABLE 7
Fall 2022 HHW EVENT TOTALS

Products	**Amount**
Antifreeze	1,758 lbs.
Flammable Solvents Liquids	2,898 lbs.
Lab Packs for Treatment/Incineration and Lab Pack Reactives	1,668 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	75,728 lbs.
Mercury	10 lbs.
Pesticides	7,042 lbs.
Waxes, Joint Compounds, Latex Adhesives	7,526 lbs.
Consumer Commodity Flammables	155 lbs.
Aerosol Cans	3,364 lbs.
Non-Motor Oil Used Oils	11,719 lbs.
Corrosives	1,606 lbs.
Fluorescent bulbs	5,687 lbs.
PCB Ballast	21 lbs.
Propane Cylinders	2,434 lbs.

TABLE 8
Spring 2023 HHW EVENT TOTALS

Products	**Amount**
Antifreeze	1,382 lbs.
Flammable Solvents Liquids	2,164 lbs.
Lab Packs for Treatment/Incineration and Lab Pack Reactives	708 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	16,858 lbs.
Mercury	4 lbs.
Pesticides	7,285 lbs.
Waxes, Joint Compounds, Latex Adhesives	8,296 lbs.
Consumer Commodity Flammables	4,969 lbs.
Aerosol Cans	2,503 lbs.
Non-Motor Oil Used Oils	5,771 lbs.
Corrosives	2,651 lbs.
Fluorescent bulbs	14,930 lbs.
PCB Ballast	8 lbs.
Propane Cylinders	2,728 lbs.

TABLE 9
Fall 2023 HHW EVENT TOTALS

Products	**Amount**
Antifreeze	4,200 lbs.
Flammable Solvents Liquids	3,410 lbs.
Lab Packs for Treatment/Incineration and Lab Pack Reactives	1,383 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	116,678 lbs.
Mercury	4 lbs.
Pesticides	12,569 lbs.
Waxes, Joint Compounds, Latex Adhesives	9,834 lbs.
Consumer Commodity Flammables	9,942 lbs.
Aerosol Cans	4,181 lbs.
Non-Motor Oil Used Oils	5,726 lbs.
Corrosives	1,864 lbs.
Fluorescent bulbs	1,925 lbs.
PCB Ballast	61 lbs.
Propane Cylinders	1,826 lbs.

TABLE 10
Spring 2024 HHW EVENT TOTALS

Products	**Amount**
Antifreeze	2,130 lbs.
Flammable Solvents Liquids	3,215 lbs.
Lab Packs for Treatment/Incineration and Lab Pack Reactives	1,903 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	75,874 lbs.
Mercury	44 lbs.
Pesticides	9,229 lbs.
Waxes, Joint Compounds, Latex Adhesives	8,370 lbs.
Consumer Commodity Flammables	7,092 lbs.
Aerosol Cans	3,555 lbs.
Non-Motor Oil Used Oils	6,725 lbs.
Corrosives	1,562 lbs.
Fluorescent bulbs	6,734 lbs.
PCB Ballast	405 lbs.
Propane Cylinders	1,079 lbs.

TABLE 11
Fall 2024 HHW EVENT TOTALS

Products	**Amount**
Antifreeze	2,588 lbs.
Flammable Solvents Liquids	4,387 lbs.
Lab Packs for Treatment/Incineration and Lab Pack Reactives	1,307 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	67,739 lbs.
Mercury	18 lbs.
Pesticides	9,956 lbs.
Waxes, Joint Compounds, Latex Adhesives	10,911 lbs.
Consumer Commodity Flammables	6,663 lbs.
Aerosol Cans	3,297 lbs.
Non-Motor Oil Used Oils	6,337 lbs.
Corrosives	1,367 lbs.
Fluorescent bulbs	9,660 lbs.
PCB Ballast	20 lbs.
Propane Cylinders	1,621 lbs.

LFUCG asks that the contractor be staffed and prepared for LFUCG Division offices to drop off materials on the Friday afternoon prior to the public event. Materials to be expected during this internal collection will be consumer products abandoned at public properties, consumer materials separated out of solid waste collection and recycling processes, and expired or unused products from LFUCG operations. For this internal collection only, LFUCG will be the generator as a Conditionally Exempt Small Quantity Generator (CESQG) for all materials. The vendor will collect, package, manifest, and bill separately. Disposal will be at the same waste category rates as quoted for the public HHW event established rate schedule, attached hereto as Exhibit A, unless otherwise indicated by the vendor in the RFP response. Quantities will vary, and staff will prepare a list of anticipated items prior to the internal collection event.

Important Information

The Total Disposal Cost (Part III- Household Hazardous Waste Collection Proposal Price Sheet) should be calculated by using the quantities listed in Table 12 below. The amounts listed below are estimates for price comparison only and are not guaranteed. Note: the quantities are specified in **pounds**, the preferred pricing method, unless otherwise stated. Respondents should also specify in their pricing the amount to be remitted/credited to LFUCG (if any) for any items that have marketable value such as lead acid batteries.

The estimated amounts on the Pricing Sheet are to be used by LFUCG to compare proposals. The actual characterization of the material collected at the event will likely be different. See Tables above for previous collection totals.

TABLE 12
ESTIMATED FUTURE TOTALS for HHW EVENT BIDDING PURPOSES

Products	**Amount**
Antifreeze	2,550 lbs.
Flammable Solvents Liquids	3,600 lbs.
Lab Packs for Treatment/Incineration & Lab Pack Reactives	1,500 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	75,000 lbs.
Mercury	20 lbs.
Pesticides	10,000 lbs.
Waxes, Joint Compounds, Latex Adhesives	9,500 lbs.
Consumer Commodity Flammables	7,000 lbs.
Aerosol Cans	4,000 lbs.
Non-Motor Oil Used Oils	7,000 lbs.
Corrosives	2,000 lbs.
Fluorescent bulbs	12,000 lbs.
PCB Ballast	80 lbs.
Propane cylinders	2,300 lbs.

Household Hazardous Waste Collection Proposal

Part I: Vendor Qualifications

Please describe vendor qualifications, including examples of relevant work performed in the recent past. Include the name and phone number of a contact person for each example provided. Attach to this sheet proof of all necessary state and federal licenses and permits needed for the transportation and disposal of wastes; copies of any notices of violations, administrative orders, or other enforcement actions taken by regulatory agencies within the last five years against the primary vendor, parent company, or probable sources of waste disposal; and copies of any letters of recommendation, awards or other recognition received in the last five years.

Household Hazardous Waste Collection Proposal

Part II: Site Set-up

The event will take place at the LFUCG old landfill pad, located at 1631 Old Frankfort Pike, Lexington, KY. Cars will enter the site through Jimmie Campbell Drive and exit on Old Frankfort Pike. (Aerial photo of site is attached. Orange arrows indicate traffic flow through the site).

Please provide examples of set-up diagrams for events conducted by your company, especially those with a high volume of traffic that include four lanes. Diagrams should include the following areas: Vehicle Unloading, Material Identification and Separation, Material Bulking, Non-Regulated Waste Disposal, and Truck Loading. Please include plans for handling overflow of traffic and materials, including plans to add more lanes for unloading and plans to bring in materials from outside to accommodate excess wastes. Please attach a description of spill and fire prevention plans, an emergency response plan, and a detailed outline of any volunteer training program provided by the vendor. The protocols for testing for unknown substances and packaging/transporting lithium batteries should also be attached.

Please note that the site of the event is a landfill cap with an asphalt pad cover. Tents cannot be staked and grounding rods cannot be used on the asphalt. Grounding rods can be driven off the pad. The pad and surrounding area will need to be maintained to be in the same condition that existed prior to the event.

EVENT AREA
605 x 630 feet


The Fayette County Infirmary Cemetery
Fayette County Construction...
Town Branch Treatment Pl
Town Branch
Jimmie Campbell Dr
LFUCG Training Pad
Old Frankfort Pike
Roofing & Company
Old Frankfort Pike
Fox Industrial Rd
Bluegrass Transfer Station
Lexington Street & Roads Department
Old Frankfort Pike
Old Frankfort Pike
Fox Industrial Rd
Lexington Humane Society
Jimmie Campbell Dr
Old Frankfort Pike
Old Frankfort Pike

Household Hazardous Waste Collection Proposal

Part III: Household Hazardous Waste Proposal Price Sheet

Please complete unit price, total cost per category, and total cost of all categories added together. For example, 2,000 lbs antifreeze @ $0.12/lb = $240.00

Product category	Amount	Price per unit	Total cost
Antifreeze	2,550 lbs.		
Flammable Solvents Liquids	3,600 lbs.		
Lab Packs for Treatment/Incineration and Lab Pack Reactives	1,500 lbs.		
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	75,000 lbs.		
Mercury	20 lbs.		
Fertilizers & Pesticides	10,000 lbs.		
Waxes, Joint Compounds, Latex Adhesives	9,500 lbs.		
Consumer Commodity Flammables	7,000 lbs.		
Aerosol Cans	4,000 lbs.		
Non-Motor Oil Used Oils	7,000 lbs.		
Corrosives	2,000 lbs.		
Fluorescent bulbs	12,000 lbs.		
PCB Ballast	80 lbs.		
Propane cylinders	2,300 lbs.		
Total Set Up & Mobilization/Demobilization Cost	1		
Total Miscellaneous Charges (please detail in below chart)	1		
Total Labor Charges	1		

Total Cost: _____

Please list any additional miscellaneous charges in the below chart:

Item	Estimated amount	Price per item or pound	Total estimate

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0858-25

File ID:	0858-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	09/05/2025
File Name:	Request Council authorization to execute an amendment to the agreement with the Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. (CAC), to provide early childhood care services. The amendment updates the terms			**Final Action:**	

Title: Authorization to execute an amendment to the agreement with the Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. (CAC), to provide early childhood care services (Reso 371-2025). The amendment updates the terms in Section I. Term, Renewal and Termination for Cause and Convenience and Section II. Provider's Obligations to comply with all applicable Federal anti-discrimination laws. No budgetary impact. (L0858-25) (Horton-Holt/Allen-Bryant)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26-Blue Sheet Memo EHS Amendment, CAC Head Start Amendment for Mayor Signature	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0858-25

Title

Authorization to execute an amendment to the agreement with the Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. (CAC), to provide early childhood care services (Reso 371-2025). The amendment updates the terms in Section I. Term, Renewal and Termination for Cause and Convenience and Section II. Provider's Obligations to comply with all applicable Federal anti- discrimination laws. No

budgetary impact. (L0858-25)(Horton-Holt/Allen-Bryant)

Summary

Authorization to execute an amendment to the agreement with the Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. (CAC), to provide early childhood care services (Reso 371-2025). The amendment updates the terms in Section I. Term, Renewal and Termination for Cause and Convenience and Section II. Provider's Obligations to comply with all applicable Federal anti- discrimination laws. No budgetary impact. (L0858-25)(Horton-Holt/Allen-Bryant)

Budgetary Implications: NO

Advance Document Review:

Law: Yes, Completed by David Barberie, 8/26/2025

Risk Management: N/A

Fully Budgeted: Funds previously budgeted.

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project: HEAD_ST_2026

Activity: FED_GRANT

Budget Reference: 2026

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **SEPTEMBER 5, 2025**

SUBJECT: **Amendment to the Early Head Start Program at the Family Care Center**

Request: Council authorization to execute an amendment to the agreement with the Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. (CAC), to provide early childhood care services. The amendment updates the terms in Section I. Term, Renewal and Termination for Cause and Convenience and Section II. Provider's Obligations to comply with all applicable Federal anti-discrimination laws.

Purpose of Request: On August 14, 2025 (Resolution 371-2025), Council approved acceptance of award from Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. (CAC) in the amount of $49,443.84 in federal funds for the provision of early childhood care and education services under the Early Head Start Program at the Family Care Center (FCC) for FY 2026. FCC's EHS program, which began August 1, 2025, provides early childhood education, health services, social services, and parent involvement as outlined in the Early Head Start Program Performance Standards.

The Early Head Start Program is administered by the U.S. Department of Health and Human Services, Administration for Children and Families with the objective of promoting school readiness by enhancing the social and cognitive development of low-income children. The program is authorized by the Head Start Act, as amended by the Improving Head Start for School Readiness Act of 2007, Public Law 110-134, 42 U.S.C 9801.

What is the cost in this budget year and future budget years? No cost in FY26 amendment to update terms of service. Funds for future budget years are dependent upon availability of grant funds.

Are the funds budgeted? Funds previously budgeted.

File Number: 0858-25

Director/Commissioner: Horton-Holt/Allen-Bryant

AMENDMENT to INTERAGENCY AGREEMENT

This Agreement is made and entered into this 1st day of August, 2025, by and between **Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc.** (hereinafter "CAC"), 710 West High Street, P.O. Box 11610, Lexington, KY 40576, and, **Lexington-Fayette Urban County Government, through the Division of Family Services (Family Care Center)** (hereinafter "Provider"), 115 Harry Sykes Way, Lexington, KY 40504.

Whereas, CAC and Provider entered into a certain Interagency Agreement dated the 1st day of August, 2025;

Whereas, circumstances have arisen since the date of execution of the Interagency Agreement so that the parties now wish to amend certain sections of the Interagency Agreement;

Now, therefore, in consideration of the premises, the mutual covenants contained within the Interagency Agreement dated August 1, 2025, and other good and valuable consideration, the parties do now hereby agree to modify the August 1, 2025, Interagency Agreement as follows:

Section I. Term, Renewal, and Termination of the Interagency Agreement shall include the following update and addition:

5. Termination for Cause: If Provider fails to fulfil its obligations under the Contract in a timely or proper manner, or if Provider violates any material term of this Contract, CAC shall have the right to terminate this Contract, in whole or in part, for cause. CAC shall notify Provider in writing of the nature of the breach or failure, and if such breach or failure is not cured within ten (10) business days of such notice, the Contract shall be deemed terminated.
6. Termination for Convenience: CAC reserves the right to terminate this Contract at any time, in whole or in part, when it is in the best interest of the Agency. Written notice of termination shall be provided to Provider at least thirty (30) days prior to the effective date of termination.

Section II. Provider's Obligations of the Interagency Agreement shall include the following addition:

46. Provider agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4). CAC certifies that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable Federal anti-discrimination laws.

For: **Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc.**

Jessica Coffie, Director of Child Development — Date: 8/14/25

Steven Gravitt, Chief Financial Officer — Date: 8.15.25

Sharon Price, Executive Director — Date: 8/18/25

For: **Lexington-Fayette Urban County Government**

Authorized Representative — Date

Office of the Executive Director

PO Box 11610 Lexington, Kentucky 40576
859-244-2212 Fax: 859-244-2219
Sharon.price@commaction.org

MEMORANDUM

DATE: August 15, 2025

TO: Kimberly Baird, Chairperson (via email)

FROM: Sharon Price, Executive Director

COPY: Strategic Leadership Group (via email)
John Catron (via email)
Steve Amato (via email)
Fiscal (via email)
Front Desk – 710 (via email)

RE: August 18-19, 2025

John Catron, Director of Property Development and Transportation, is authorized to exercise the functions and authority of the Executive Director as established by the Board of Directors and in the best interests of Community Action Council on August 18-19, 2025.

Copies of this memorandum should be attached to any funding source reports, contracts or other documents that have a legal character to confirm that she has been authorized to act on my behalf.

Sharon Price, M.S., CCAP
Executive Director
Community Action Council
P.O. Box 11610
Lexington, KY 40576
Office: 859-244-2213
Fax: 859-244-2219
Sharon.price@commaction.org

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0859-25

File ID:	0859-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**	210-2025	**In Control:**	Environmental Quality
				File Created:	09/05/2025
File Name:	Change Order #1 - Geospecialties, LLC - Jacks Creek Pike Slope Repairs			**Final Action:**	

Title: Authorization to execute Change Order #1 with Geospecialties, LLC (d.b.a. Guardian Fence and Construction) in the amount of $276,900 for the Jacks Creek Pike Slope Repairs (contract# 210-2025), increasing the total amount from $849,525.00 to $1,126.425.00. To provide additional funding for more equipment, a larger benching area to perform work, increased soil reinforcement and the introduction of micropiles for additional long-term stability. Budget amendment in process. (L0859-25)(Albright)

Notes: RIO 9/12/2025. MS

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo Jacks Creek Pike Slope Repairs CO1.pdf, Contract History Form - Jacks Creek Pike Slope Repairs CO1.pdf, Contract CO - Jacks Creek Pike Slope Repairs CO1.pdf	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Mackenzie Holt	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0859-25

Title

Authorization to execute Change Order #1 with Geospecialties, LLC (d.b.a. Guardian Fence and Construction) in the amount of $276,900 for the Jacks Creek Pike Slope Repairs (contract# 210-2025), increasing the total amount from $849,525.00 to $1,126.425.00. To provide additional funding for more equipment, a larger benching area to perform work, increased soil reinforcement and the introduction of micropiles for additional long-term stability. Budget amendment in process. (L0859-25)(Albright)

Summary

Authorization to execute Change Order #1 with Geospecialties, LLC (d.b.a. Guardian Fence and Construction) in the amount of $276,900 for the Jacks Creek Pike Slope Repairs (contract# 210-2025), increasing the total amount from $849,525.00 to $1,126.425.00. To provide additional funding for more equipment, a larger benching area to perform work, increased soil reinforcement and the introduction of micropiles for additional long-term stability. Budget amendment in process. (L0859-25)(Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by David Barberie, 9/8/2025

Risk Management: No

Fully Budgeted [select]: BA 13897 in process

Account Number: 1137-303301-0001-71299

This Fiscal Year Impact: $276,900.00

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance: BA in process

MAYOR LINDA GORTON

LEXINGTON

NANCY ALBRIGHT
COMMISSIONER
ENVIRONMENTAL QUALITY & PUBLIC WORKS

TO: Mayor Linda Gorton
Urban County Council

FROM: Andrew Grunwald, P.E.
Construction Manager
Department of Environmental Quality and Public Works

DATE: September 5, 2025

SUBJECT: Change Order #1 to Agreement with Geospecialties, LLC (d.b.a. Guardian Fence and Construction) for Jacks Creek Pike Slope Repair
Contract Number 210-2025

Request:
The purpose of this memorandum is to request Council authorization for the Mayor to execute a Change Order to the agreement with Geospecialties, LLC (d.b.a. Guardian Fence and Construction) for increased construction services for the Jacks Creek Pike Slope Repair Project.

Purpose of Request:
With SITE excavation and removal of the existing failed material, more extensive damage was identified to be repaired. Additional funds are needed to for more equipment, a larger benching area to perform work, increased Soil reinforcement and, the introduction of micropiles for additional long term stability.

What is the cost in this budget year and future budget years?
The cost for this FY is: $276,900
The cost for future FY is: N/A

Are the funds budgeted?
BA Pending from County Aid Surplus Funds
Fund: 1137 Account: 71299 Depart: 303301 Section: 1 Amount: $276,900

File Number: 0859-25

Commissioner: Albright

CONTRACT HISTORY FORM

Project Name: Jacks Creek Pike Slope Repair

Contractor: Geospecialties LLC

Contract Number and Date: 210-2025 (July 1,2025)

Responsible LFUCG Deparment: Environmental Quality & Public Works

CONTRACT AND CHANGE ORDER DETAILS

A. Original Contract Amount: Next Lowest Bid Amount: N/A	$ 849,525.00	
B. Amount of Selected Alternate or Phase:	$ 0.00	
C. Cumulative Amount of All Previous Alternates or Phases:	$ 849,525.00	
D. Amended Contract Amount:	$ 849,525.00	
E. Cumulative Amount of All Previous Change Orders:	$ 0.00	0.0% *(Line E / Line D)*
F. Amount of This Change Order: 1	$ 276,900.00	32.6% *(Line F / Line D)*
G. Total Contract Amount:	$ 1,126,425.00	

SIGNATURES

Project Manager: Andrew Grunwald, P.E. Date: 9/4/2025

Commisioner: Nancy Albright, P.E. Date: 9/5/25

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

CONTRACT CHANGE ORDER
Page 1 of 3

Date:	August 11, 2025		
Project:	Jacks Creek Pike Slope Repair		
Location:	Jacks Creek Pike		
Contract No.	210-2025		
Original Contract Amt.	$849,525.00		
Cumulative Amount of Previous Change Orders	$0.00		
Percent Change - Previous Change Orders		0.00%	
Total Contract Amount Prior to this Change Order	$849,525.00		
Change Order No.	1		

To (Contractor):

Geospecialties LLC

1060 Elizabeth Street, Suit 8

Nicholasville Ky, 40356

You are hereby requested to comply with the following changes from the contract plans and specification;

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
	See Attached Sheets (pages 2)			
	Total decrease	-$20,000.00		
	Total increase		$296,900.00	
	Net Amount of this Change Order	$276,900.00		
	New Contract Amount Including this Change Order	$1,126,425.00		
	Percent Change - This Change Order			32.59%
	Percent Change - All Change Orders			32.59%

Recommended by _____ (Proj. Engr.) Date 8/25/2025

Accepted by _____ (Contractor) Date 8/26/25

Approved by Nancy Albright (Commissioner) Date 9/5/25

Approved by _____ (Mayor or CAO) Date _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT MODIFICATION	DATE:	August 11, 2025
	Change Order #:	1
	CONTRACT #:	210-2025

Project: Jacks Creek Pike Slope Repair

You are hereby requested to comply with the following changes from the contract plans and specifications;

Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
		Changre Order					
2	ADD	Mobilization	LS	0.50	$ 50,000.00	$ -	$ 25,000.00
8	ADD	Excavation / Benching	CY	500.00	$ 50.00	$ -	$ 25,000.00
10	ADD	Geosynthetically Reinforced Soils (GRS)	SF	200.00	$ 97.00	$ -	$ 19,400.00
15	DEL	Drop Inlet for Culvert Pipe	EA	-1.00	$ 10,000.00	$ (10,000.00)	$ -
16	DEL	24" Culvert Pipe	LF	-40.00	$ 250.00	$ (10,000.00)	$ -
17	ADD	Micropiles & increased area to shotcrete on exposed wall	LF	91.00	$ 2,500.00	$ -	$ 227,500.00
Total decrease						$ (20,000.00)	
Total increase							$ 296,900.00
Net Difference in contract price							$ 276,900.00

JUSTIFICATION FOR CHANGE		
	PROJECT:	Jacks Creek Pike Slope Repair
	CONTRACT NO.	210-2025
	CHANGE ORDER:	1

1. Necessity for change: To adjust quantities, remove a portion of the original retaining wall and include micropiles under where the failed retaining wall was located.

2. Is proposed change an alternate bid? __Yes __X__No

3. Will proposed change alter the physical size of the project? ___Yes __X__No

   If "Yes", explain....

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes __X__Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes __X__No

   If "Yes", will the policies be extended? ___Yes __X__No

7. Effect on operation and maintenance costs: N/A

8. Effect on contract completion date: YES. Contract Completion date shall be extended to October 27, 2025

_____ _____

Mayor Date

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0861-25

File ID:	0861-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Water Quality
				File Created:	09/08/2025
File Name:	Hazen & Sawyer Third Renewal RMP Consulting Services			**Final Action:**	

Title: Authorization to approve the third annual renewal of contract #291-2022 with Hazen and Sawyer for the Sanitary Sewer Remedial Measures Plan Program Management Consulting Services. At a cost of $900,000.00. Funds are budgeted. (L0861-25)(Martin/Albright)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Blue Sheet Memo, Hourly Rates (2)	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Christina King/ Bob Peterson	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0861-25

Title

Authorization to approve the third annual renewal of contract #291-2022 with Hazen and Sawyer for the Sanitary Sewer Remedial Measures Plan Program Management Consulting Services. At a cost of $900,000.00. Funds are budgeted. (L0861-25)(Martin/Albright)

Summary

Authorization to approve the third annual renewal of contract #291-2022 with Hazen and Sawyer for the Sanitary Sewer Remedial Measures Plan Program Management Consulting Services. At a cost of $900,000.00. Funds are budgeted. (L0861-25)(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes J. Todd Henning 9/8/2025

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4003-303401-3425-71205
This Fiscal Year Impact: $900,000.00
Annual Impact: $
Project: REMEDIAL
Activity: CONSENT_DE
Budget Reference: 2026
Current Balance: $900,000

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

FROM: Charles H. Martin, P.E., Director
Division of Water Quality

DATE: August 15, 2025

SUBJECT: Third Renewal of Contract #291-2022 for the
Sanitary Sewer Remedial Measures Plan Program Management Consulting Services
(Consent Decree)

Request

The purpose of this memorandum is to recommend Council approval of the third renewal to the contract awarded in FY23 to Hazen and Sawyer (Hazen) for the program management services needed to implement the Consent Decree Remedial Measures Plan. Award of contract #291-2022 was for 365 days as measured from the Mayor's signature date on the resolution (November 17, 2022), and provided for up to four (4) annual renewals if approved by the Urban County Council. This recommendation represents annual renewal request number three to utilize FY26 funds budgeted for this work.

Purpose of Request

Since 2008, the Division of Water Quality (DWQ) has been implementing the terms and conditions of the Consent Decree, including implementation of the Remedial Measures Plan (RMP). The RMP is an estimated $590 M capital improvement plan intended to abate Recurring Sanitary Sewer Overflows (SSOs) as required by the Consent Decree.

RMP implementation has been executed using a Program Management contract services format. The history of that format is as follows:

- Competitive advertisement of a Request for Proposals (RFP) led to Resolution #394-2010, awarding the original RMP Program Management services contract to Hazen.

- A revised RFP was advertised and led to Resolution #449-2019 awarding a revised RMP Program Management services contract to Hazen. The terms of this new contract required annual renewal requests along with the clear identification of Hazen staff who could bill for work under the contract terms.
- Expiration of the contract approved by Resolution #449-2019 led to advertisement of RFP 56-2022. Hazen was the lone responder to that RFP, and thus was awarded the current RMP Program Management services contract via Resolution #628-2022.

Project Cost in FY26

A $900,000 allocation for this work was approved in the FY26 budget. The cost for future fiscal years is estimated at $900,000 annually through full implementation of the RMP.

Funds are Budgeted

The funds are budgeted in: 4003-303401-3425-71205 REMEDIAL CONSENT_DE 2026 LFUCG

Martin / Albright

Attachement A
Hazen and Sawyer

Hazen and Sawyer - Employee	Original Rate per Hour 2022-11-01	CPI 2023	CPI 2024	Amount of increase to the current rate	Revised Rate as of 10/1/2024	
Jason Advani	$195.00	8.3%	4.9%	$25.74	$220.74	
Mike Asalon	$165.00	8.3%	4.9%	$21.78	$186.78	
Odus Baker	$130.00	8.3%	4.9%	$17.16	$147.16	
Rhonda Baker	$95.00	8.3%	4.9%	$12.54	$107.54	
Savannah Beyerle	$125.00	8.3%	4.9%	$16.50	$141.50	
Seth Bradley	$180.00	8.3%	4.9%	$23.76	$203.76	
Tyler Bridges	$165.00	8.3%	4.9%	$21.78	$186.78	
Brett Bueltel	$195.00	8.3%	4.9%	$25.74	$220.74	
Bo Copeland	$220.00	8.3%	4.9%	$29.04	$249.04	
Jim Dierig	$75.00	8.3%	4.9%	$9.90	$84.90	
Worth Ellis	$180.00	8.3%	4.9%	$23.76	$203.76	
Evan Fields	$125.00	8.3%	4.9%	$16.50	$141.50	
Sean FitzGerald	$255.00	8.3%	4.9%	$33.66	$288.66	
Paula Glasford	$150.00	8.3%	4.9%	$19.80	$169.80	
Kim Hanson	$195.00	8.3%	4.9%	$25.74	$220.74	
Haly Hennigan	$125.00	8.3%	4.9%	$16.50	$141.50	
Daniel Honeycutt	$125.00	8.3%	4.9%	$16.50	$141.50	
Ross Horvath	$240.00	8.3%	4.9%	$31.68	$271.68	
~~Will Leadbitter~~	~~$225.00~~	~~8.3%~~	~~4.9%~~	~~$29.70~~	~~$254.70~~	Remove
Partrick Moore	$195.00	8.3%	4.9%	$25.74	$220.74	
Thomas Nolan	$125.00	8.3%	4.9%	$16.50	$141.50	
Marissa O'Connell (previously Golgosky)	$125.00	8.3%	4.9%	$16.50	$141.50	
Sean O'Rourke	$195.00	8.3%	4.9%	$25.74	$220.74	
Jon Schubarth	$240.00	8.3%	4.9%	$31.68	$271.68	
Parker Seuss	$165.00	8.3%	4.9%	$21.78	$186.78	
Joel Steimle	$125.00	8.3%	4.9%	$16.50	$141.50	
Nathan Stewart	$150.00	8.3%	4.9%	$19.80	$169.80	
Richard VanDyke	$195.00	8.3%	4.9%	$25.74	$220.74	
Rob Williams	$240.00	8.3%	4.9%	$31.68	$271.68	
Kevin Young	$75.00	8.3%	4.9%	$9.90	$84.90	
Kurt Zehnder	$205.00	8.3%	4.9%	$27.06	$232.06	
Hazen Intern (Technician)	$70.00	8.3%	4.9%	$9.24	$79.24	
Jennifer Lakers					$107.54	New Add
Kyle Ficker					$220.74	New Add
Marleene Conrado Rojas					$141.50	New Add

CDI				$0.00		
Brian Bewley	$175.00	8.3%	4.9%	$23.10	$198.10	
Tammy Green	$95.00	8.3%	4.9%	$12.54	$107.54	
Steven Grice	$122.00	8.3%	4.9%	$16.10	$138.10	
Dennis Kononov	$95.00	8.3%	4.9%	$12.54	$107.54	
~~Missy Legel~~	~~$95.00~~	~~8.3%~~	~~4.9%~~	~~$12.54~~	~~$0.00~~	Remove
~~Zack Kline~~	~~$187.00~~	~~8.3%~~	~~4.9%~~	~~$24.68~~	~~$0.00~~	Remove
2-Person Survey Crew	$160.00	8.3%	4.9%	$21.12	$181.12	

Thrid Rock					
Molly Foree	$250.00	8.3%	4.9%	$33.00	$283.00
William McClellan Hall	$125.00	8.3%	4.9%	$16.50	$141.50
Rain Storm	$100.00	8.3%	4.9%	$13.20	$113.20
Lisa Ann Stratton	$75.00	8.3%	4.9%	$9.90	$84.90

UES (Formerly Geotechnology)					
Michelle Casto	$152.00	8.3%	4.9%	$20.06	$172.06
Lee Czor	$195.00	8.3%	4.9%	$25.74	$220.74
Andrew Dingler	$115.00	8.3%	4.9%	$15.18	$130.18
Claire Koczak	$87.00	8.3%	4.9%	$11.48	$98.48
Josh Weaver	$87.00	8.3%	4.9%	$11.48	$98.48

Jackson Group					
Jeremy Jackson	$125.00	8.3%	4.9%	$16.50	$141.50

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0863-25

File ID:	0863-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Water Quality
				File Created:	09/08/2025
File Name:	ADS, LLC. Third Renewal Monitoring & Alarm Services			**Final Action:**	

Title: Authorization to approve the third annual renewal of Sanitary Sewer Monitoring and Alarm Equipment Services (Contract #149-2022) with ADS Environmental Services, for sewer overflow monitoring/reporting services, at an annual cost of $95,808. Funds are budgeted. (L0863-25) (Martin/Albright)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Blue Sheet Memo, 2025 Lexington Contract 5 years, C-149-2022 (1)	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Christina King/Crystal Mundy	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0863-25

Title

Authorization to approve the third annual renewal of Sanitary Sewer Monitoring and Alarm Equipment Services (Contract #149-2022) with ADS Environmental Services, for sewer overflow monitoring/reporting services, at an annual cost of $95,808. Funds are budgeted. (L0863-25)(Martin/Albright)

Summary

Authorization to approve the third annual renewal of Sanitary Sewer Monitoring and Alarm Equipment Services (Contract #149-2022) with ADS Environmental Services, for sewer overflow monitoring/reporting services, at an annual cost of $95,808. Funds are budgeted. (L0863-25)(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes J. Todd Henning 9/5/25

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4002-303406-3454-71299

This Fiscal Year Impact: $95,808.00

Annual Impact:$

Project:

Activity:

Budget Reference:

Current Balance: $170,000

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

FROM: Charles H. Martin, P.E., Director
Division of Water Quality

DATE: September 2, 2025

SUBJECT: Third Annual Renewal of Sanitary Sewer Monitoring and Alarm Equipment Services (Contract #149-2022))

Request

The Division of Water Quality (DWQ) requests approval of the third annual renewal of Contract # 149-2022 with ADS Environmental Services (ADS, LLC), the division's sole source provider for sewer overflow monitoring/reporting services. This is the third of five renewals permitted under the contract associated with Resolution 321-2022.

Purpose of Request

The purpose of this contract is to provide the continued flow monitoring, operation/maintenance services, cell service, and web hosting operations necessary to mobilize crews when wet weather manhole overflows occur. The existing monitoring system was implemented to meet Consent Decree requirements associated with the Sewer Overflow Response Plan (SORP).

Project Cost in FY26 and in Future Budget Years

This third renewal provides services for 16 monitors at an annual cost of $95,808.

Are Funds Budgeted

Funds are budgeted in 4002 303406 3454 71299

Director/Commissioner

Martin/Albright

Cc: Jimmy Ross, Division of Water Quality
Crystal Mundy, Division of Water Quality

September 9, 2025

Ms. Crystal Mundy and Mr. Jimmy Ross
CMOM Engineering Tech Sr. and CMOM Program Manager
Division of Water Quality
951 Enterprise Dr.
Lexington, KY 40510

Subject: **O&M of SSO Monitoring Network for LFUCG**

Dear Crystal:

ADS Environmental Services (ADS) is pleased to provide you with this proposal to operate and maintain the existing SSO monitoring network owned by LFUCG for the 2025-2026 fiscal year (12 months).

As requested, this proposal includes field maintenance, data collection, real-time alarming, and web-based data access for the ADS SSO monitors owned by LFUCG. Please find the attached table, which summarizes the pricing for the proposed services.

We look forward to continuing our partnership and providing you with new and innovative ways to support your collection system management. Please do not hesitate to call me at (513) 766-6963 should you have any questions.

Sincerely,
ADS Environmental Services

Jon Wetterich
Project Manager

Enclosure

Scope of Work:

A. **Comprehensive Maintenance Service**. As part of this program, ADS will perform the following services on ADS SSO monitors in the LFUCG (Owner's) network.

The following ADS equipment is owned by the Owner:

Item	IP Address	ADS Model	Serial Number	Current Location
1	10.199.4.7	Triton + WW	51004	WH5-45A_SORP5
2	10.199.4.231	Triton + WW Vz	50773	Shop - ready to deploy
3	10.5.8.118	Triton + WW ATT	51003	Shop - ready to deploy
4	10.4.109.33	ECHO VZ4 WW	35420	Shop - ready to deploy
5	10.4.109.45	ECHO VZ4 WW	35421	Shop - ready to deploy
6	10.4.109.44	ECHO VZ4 WW	35428	Shop - ready to deploy
7	10.4.109.38	ECHO VZ4 WW	35409	Shop - ready to deploy
8	10.199.4.222	Triton + WW Vz	51001	WH3-56_SORP5
9	10.4.109.3	Triton + WW Vz	50793	Shop - ready to deploy
10	10.4.109.5	Triton + WW Vz	60737	Shop - ready to deploy
11	10.199.4.8	Triton + WW ATT	61662	WH6-645_SORP4
12	10.5.8.121	Triton + WW ATT	50725	Shop - ready to deploy
13	Not Assigned	Triton + WW ATT	60628	Shop - ready to deploy
14	10.199.4.5	Triton + WW	61594	CR7-100
15	10.4.17.19	Triton + WW Vz	50996	Shop - ready to deploy
16	10.199.4.12	Triton + WW Vz	50760	WR2-815
17	10.4.19.98	Triton + WW Vz	50997	Shop - ready to deploy
18	10.4.17.18	Triton + WW Vz	20415	NE1-452
19	10.199.4.10	Triton + WW	51295	Shop - ready to deploy
20	10.199.4.6	Triton + WW	50815	CR4-15_SORP1
21	10.4.18.70	Triton + WW Vz	51002	Shop - ready to deploy
22	10.199.4.9	Triton + WW Vz	40734	WR2-808

Monitors to be installed

1757 Eastwood Drive	WH6_157
3177 Blenheim Way	SE2_6137
1896 Feltner Court	CR2_118
Chinoe Creek Apart.	WH6_1041
1158 Dunbarton Ln.	WH6_1047

Three (3) Monitors on Stand-by – ready to deploy

Maintenance services include but are not limited to the following:

1. **Diagnostics:** Remote diagnostic inspection of all equipment using the most current procedures and programs from the local ADS office in Erlanger, KY.

2. **Repair:** Repair and preventative maintenance services necessary to keep the equipment operating in accordance with the manufacturer's design specifications. The types of services to be performed under this Agreement include but are not limited to the following:
   - Communication link failure
   - Sensor cleaning
   - Battery replacement

3. **Service Schedule:** The field service shall accommodate the Owner's normal operating hours of 8:00 a.m. to 5:00 p.m. Monday through Friday

4. **Cellular Telemetry:** This scope includes monthly wireless communication fees provided by ADS under this contract. ADS will troubleshoot any communication issues arising from the cellular modems included in the SSO monitor hardware.

5. **Quarterly Calibration:** ADS will perform quarterly monitor calibrations under this contract. Calibration will include manual measurement of flow depth to compare to measurement made by the monitor and sensor. Corrections and/or repairs will be performed as part of the calibrations.

6. **Exclusions:** The types of services that are excluded under the maintenance service program:
   - changes or alterations in specifications;
   - painting or refinishing or furnishing materials therefore except as damaged by ADS during service work;
   - vandalism or damage caused by third parties;
   - equipment repair or replacement outside manufacturer's design specifications

B. **Data Collection Services.** As part of this program, ADS will provide data collection services via cellular telemetry for the ADS SSO monitors in the Owner's network. Data will be collected daily and made available through the ADS PRISM web-based interface. Direct alarming will be made available for each of the SSO monitors in the network based on user defined parameters.

C. **Web-based Data Access.** As part of this program ADS will provide access to all data and alarming via the ADS PRISM web-based interface.

PRISM web-based system: Owner and designated personnel shall be provided with login credentials to access SSO monitor data over the internet. Typical functionality includes:

- User defined weekly and monthly Hydrographs for each site;
- Tabular data in both monthly summary form and native interval form;

- Detailed site reports with digital photographs;
- Monthly service reports
- Direct data collection available 24/7
- Direct data export

Attachment A – Fee Schedule

LFUCG – SSO Monitoring Network

Description	Qty	Units	Unit Price	Total
SSO Monitor Maintenance Services: Maintenance Services, Data Collection, Alarming and Web Based Data Access for ADS SSO Monitors owned by LFUCG for 2025-2026 fiscal year. 8 manholes currently serviced, 5 installs planned, and 3 monitors on stand-by – ready to deploy.	192	Per unit per month	$499.00	$95,808

Optional Services (As Requested by LFUCG):

Description	Qty	Units	Unit Price
ADS ECHO depth-only sewer monitoring and alarm equipment purchase	1	Each	$4,100.00
ADS ECHO depth-only sewer monitoring and alarm equipment installation	1	Each	$750.00
ADS Triton+ area-velocity flow monitoring and alarming equipment purchase	1	Each	$8,100.00
ADS Triton+ area-velocity flow monitoring and alarming equipment installation	1	Each	$900.00
ADS Triton+ area-velocity sensor (replacement)	1	Each	$2,150.00
ADS wideband cellular antenna	1	Each	$240.00
ADS Triton+ area-velocity flow monitoring and alarming equipment. Maintenance Services, Data Collection, Alarming and Web Based Data Access	1	Per unit per month	$650.00
ADS monitoring equipment removal and reinstallation – as directed	1	Each	$455.00

Pricing Assumptions:

- Monthly invoicing, payment terms net 30;
- Monthly invoicing to be based on actual number of monitors installed during the month;
- Pricing based on a minimum of ten (10) devices in operation monthly;
- No prevailing wage or W/MBE required;
- Standard ADS safety and installation methodology (2-man crews);
- Standard traffic control requirements (cones & simple signage);

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of June 24th, 2022, between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (OWNER)** and ADS **ENVIRONMENTAL**, 340 The Bridge Street, Suite 204, Huntsville Alabama **(CONSULTANT).**

WITNESSETH;

WHEREAS, OWNER previously accepted bids for sewer monitoring services through Bid #20-2014 Sewer Monitoring and Alarm Equipment; and

WHEREAS, OWNER previously awarded an agreement to **CONSULTANT** by Resolution # 275-2014, said agreement being attached hereto and incorporated herein as **EXHIBIT B**; and

WHEREAS, based on the highly complex, technical, and proprietary character of the equipment and components installed to perform the sewer monitoring services, **CONSULTANT** is the sole source provider for the ongoing maintenance and monitoring services necessary to continue the work desired under Bid #20-2014; and

WHEREAS, OWNER intends to continue with sewer monitoring and alarm equipment maintenance services as set forth in **EXHIBIT A Sewer Monitoring and Alarm Equipment Technical Specifications**, which is attached hereto and incorporated herein, said services having previously been performed by **CONSULTANT** pursuant to the agreement awarded under Bid #20-2014 and by Resolution R-312-2017 (the "**PROJECT**").

NOW, THEREFORE, OWNER and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of the sole source sewer monitoring and alarm equipment maintenance services described in **EXHIBIT A** by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT shall provide SSO Monitoring Network services for **OWNER**, fully consistent with the terms and conditions found in **EXHIBITS A - D,** in all phases of the **PROJECT** to which this Agreement applies, serve as **OWNER's** representative for the **PROJECT** as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary services incidental thereto.

1.2. Project Phase

After written authorization to proceed, **CONSULTANT** shall:

1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.

1.2.2. **The CONSULTANT must perform all duties necessary to fully complete the deliverables described in attached EXHIBIT A Sewer Monitoring and Alarm Equipment Technical Specifications, and attached EXHIBIT B the Consultant's Response to Bid # 20-2014 , EXHIBIT C current Certificate of Insurance, and then EXHIBIT D Further Description of Basic Professional Services and Related Services—Sole Source Certification.**
To the extent of any conflict among the provisions of these documents and/or this Agreement, the provisions of this Agreement shall control, followed by the provisions of **EXHIBIT A**, then **EXHIBIT B,** and then **EXHIBIT D.**

1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.

1.2.4. The **CONSULTANT** shall submit two (2) copies (hardcover) of all initial, draft, and final work products for this **PROJECT**. The copies of the initial, draft, and final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.

1.2.5. After the **OWNER's** detailed review, the **CONSULTANT** will revise the initial, draft, and final versions for all work products for this **PROJECT**. Two (2) copies (hardcover) and one electronic copy (pdf format) of the all final work products for this **PROJECT**, including all appendices, shall be provided to the **OWNER**.

1.2.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT's** services.

SECTION 2 - EXTRA WORK BY CONSULTANT

2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as "Extra Work," subject to a Change Order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such Change Order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted project deliverables / reports or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such but should not proceed until written authorization is provided by the owner.

2.2. All "Extra Work" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide criteria and information as to **OWNER's** requirements for the **PROJECT**, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the **PROJECT**.

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

3.4. Designate in writing a person to act as **OWNER's** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER's** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT's** services.

3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT's** services, or any defect in the work of Contractor(s).

3.6. Furnish or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. Time is of the essence in the performance of this Agreement.

4.2. **Deleted**

4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.

4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.

4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.

4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.

4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. **Methods of Payment for Services of CONSULTANT**

5.1.1. For Basic Services

By full execution of this agreement, the OWNER authorizes the **CONSULTANT** to continue providing SSO Monitor maintenance Services consistent with services already provided under Bid #20-2014 for the fee described in **EXHIBIT A.**

5.1.2. For Extra Work

Extra Work shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation or set by the proposal. The **OWNER** shall have the right to negotiate alternate methods of payment for Extra Work if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for Extra Work, then the amount of such payment shall be determined pursuant to Section 6.5 (**Disputes**).

5.2. Times of Payment

5.2.1 **CONSULTANT** shall submit to **OWNER** detailed monthly statements for Basic Services and Extra Work rendered. The Statements will be based upon **CONSULTANT's** estimate of the proportion of the total services actually completed at the time of billing. **OWNER** shall respond to **CONSULTANT's** monthly statements within thirty (30) days, either denying payment or making payment.

5.3. Other Provisions Concerning Payments

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered for which it has not already been paid in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. **CONSULTANT may only terminate this Agreement** due to **OWNER's** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.

6.1.2. The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations

6.3.1. The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents, and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT's** employees, agents, and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns

6.4.1. **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns, and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the **OWNER's** Agent (Section 8.1.1) and the **CONSULTANT**. In the absence of such an agreement, the dispute shall be submitted to the **OWNER's** Commissioner, Department of Environmental Quality & Public Works, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT's Work

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place, and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by the **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations, and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

6.7. Security Clause

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER** unless required by law.

6.8. Access to Records

The **CONSULTANT** and his sub-consultants shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future consultant Professional Service Agreements.

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

The **CONSULTANT** understands and agrees that the Risk Management Provisions of this Agreement define the responsibilities of the **CONSULTANT** to the **OWNER**.

As used in these Risk Management Provisions, the terms **"CONSULTANT"** and **"OWNER"** shall be defined as follows:

a. **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns, and subcontractors of any tier.

b. **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that **CONSULTANT** hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of **CONSULTANT** or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

(2) **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT's** performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.

(3) Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.

(4) In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.

(5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(6) **OWNER** is a political subdivision of the Commonwealth of Kentucky. **CONSULTANT** acknowledges and agrees that **OWNER** is unable to provide indemnity or otherwise save, hold harmless, or defend **CONSULTANT** in any manner.

6.9.3 FINANCIAL RESPONSIBILITY

CONSULTANT understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

6.9.4 INSURANCE REQUIREMENTS

Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this Agreement the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to **OWNER** in order to protect **OWNER** against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by **CONSULTANT**:

Coverage	Limits
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, $1 million per occurrence
Professional Liability	$1 million per occurrence, $2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	$500,000.00

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.

c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by OWNER.

d. The General Liability Policy shall include a Pollution liability and/or Environmental Casualty endorsement unless it is deemed not to apply by LFUCG.

e. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract,

and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by OWNER.

f. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify OWNER and obtain similar insurance that is commercially available and acceptable to OWNER.

g. OWNER shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

h. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.5. RENEWALS

After insurance has been approved by **OWNER**, evidence of renewal of an expiring policy must be submitted to **OWNER**, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

6.9.6. VERIFICATION OF COVERAGE

CONSULTANT agrees to furnish **OWNER** with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide **OWNER** copies of all insurance policies, including all endorsements. See **EXHIBIT C**.

6.9.7. RIGHT TO REVIEW, AUDIT, AND INSPECT

CONSULANT understands and agrees that **OWNER** may review, audit, and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

6.9.8. SAFETY AND LOSS CONTROL

CONSULTANT understands and agrees that **OWNER** is in no way responsible for the safety and property of **CONSULTANT** or its personnel. **CONSULTANT** shall comply with all applicable federal, state, and local safety standards related to the performance of its work or services under this Agreement and take reasonably necessary action to protect

the life, health and safety and property of its personnel, the public, and **OWNER** in the locations and areas in which **CONSULTANT** is performing services under the Agreement.

6.9.9. DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that **OWNER** may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating the work.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the **CONSULTANT** agrees as follows:

7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2 The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

8.1. This Agreement is subject to the following provisions.

8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER's** Agent"), as the authorized agent of **OWNER**, to monitor, direct, and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER's** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the

OWNER's Agent or his designee. The **CONSULTANT** shall look only to the **OWNER's** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, and C** and any related schedules or documents may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.3. NO THIRD PARTY RIGHTS. This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT.**

8.4 UNENFORCEABLE TERMS/SURVIVABILITY. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

8.5. NON-WAIVER. The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

OWNER:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:
Mackenzie Stack
URBAN COUNTY COUNCIL CLERK

CONSULTANT:

ADS Environmental Services

BY: J. J. G. t a+L
Joseph J. Goustin, Assistant Treasurer

COMMONWEALTH OF KENTUCKY)
STATE OF ALABAMA)
COUNTY OF ~~FAYETTE~~ Madison)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of ADS Environmental Services, on this the 23rd day of May, 2022.

My commission expires: April 28, 2026.

Katherine Lynn McAuley
NOTARY PUBLIC

KATHERINE LYNN MCAULEY
MY COMMISSION EXPIRES
APRIL 28, 2026
NOTARY PUBLIC
STATE OF ALABAMA

EXHIBIT A

SEWER MONITORING AND ALARM EQUIPMENT
TECHNICAL SPECIFICATIONS

EXHIBIT A

PART VIII

SEWER MONITORING AND ALARM EQUIPMENT

BID #20-2014

TECHNICAL SPECIFICATIONS

INDEX

SECTION 1	GENERAL SCOPE AND SPECIAL PROVISIONS	TS-1 – TS-6
SECTION 2	DETAILED SERVICE DESCRIPTIONS	TS-7
SECTION 3	BASIS OF MEASUREMENT AND PAYMENT	TS-8
SECTION 4	SEWAGE SPILL PROCEDURES	TS-9 – TS-10
SECTION 5	TECHNICAL SPECIFICATIONS	TS-11
SECTION 6	SEWER MONITORING AND ALARM EQUIPMENT	02680-1 – 02680-12

TECHNICAL SPECIFICATIONS
SECTION 1
GENERAL SCOPE & SPECIAL PROVISIONS

The Lexington Fayette Urban County Government (LFUCG) is accepting bids from Equipment Suppliers to provide Sewer Monitoring Equipment at select LFUCG sanitary sewer manholes.

LFUCG provides wastewater collection and conveyance services to the general LFUCG Urban Services Area (USA), as well as limited areas outside the USA. LFUCG has established operational procedures for the continued operation of its wastewater collection system during wet weather periods. LFUCG's operational procedures identified fourteen (14) sanitary sewer manholes in which monitoring and alarm equipment will be installed in accordance with the Contract Documents.

1.01 GENERAL DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS CONTRACT

A. The purpose of this section is to define the manholes in which the monitoring and alarm equipment will be installed to allow continual monitoring of LFUCG's wastewater collection system during wet weather periods.
B. The Equipment Supplier shall be required to furnish all materials, labor, and equipment, for installation of the monitoring and alarm equipment.
C. These Contract Documents are intended to provide the basis for proper completion of the Sewer Monitoring and Alarm Equipment for LFUCG. Anything not expressly set forth but which is reasonably implied or necessary for proper performance of these services shall be included.
D. Installation of the Sewer Monitoring and Alarm Equipment shall be scheduled with the Owner seven (7) days in advance at each site.
E. LFUCG will be represented by a representative of the Division of Water Quality (DWQ) including the Wastewater Collection and Conveyance Manager, the Sewer Line Maintenance Superintendent, the Municipal Engineer Senior, the Construction Manager, or designated representative (Engineer or On- Site Supervisor), said representative shall be authorized to initiate and/or oversee services under this Contract.
F. Section 2 of these Specifications lists the address of each manhole, a general description of the installation required, and a summary of the main components necessary for the installation. Any item or material not listed in the Bid Schedule shall be considered incidental to the Work.
G. Field Verification: Equipment Supplier shall field verify existing conditions prior to ordering materials.

1.02 SCOPE OF WORK

This Contract provides for the following Sewer Monitoring and Alarm Equipment:

A. Furnishing and installation of items as listed in the Bid Schedule of this document. The installation shall be in accordance with the intent and direction of the Specifications, allowing for field modifications as site conditions dictate.
B. The Equipment Supplier shall submit a unit price bid which shall include all aspects of site specific installation of the monitoring and alarm equipment and performance testing of the installed equipment.

1.03 GENERAL CONDITIONS

A. The scope of the Sewer Monitoring and Alarm Equipment described in this Specification does not guarantee the amount of work or quantities of work to be performed.
B. LFUCG may add or remove Sewer Monitoring and Alarm Equipment from the list at any time during the term of this Contract by notifying Equipment Supplier of said changes.
C. Payment for furnishing and installation services provided on this Contract shall be by unit price.
D. The Equipment Supplier is responsible for providing all labor, tools, and equipment necessary to perform the work described.
E. LFUCG inspectors shall monitor the work performed by Equipment Supplier.

1.04 DESIGNATION OF PARTIES

All references in the Specifications and Contract Documents to "Owner" shall mean the Lexington-Fayette Urban County Government (LFUCG); all references to "Engineer" shall mean the LFUCG Division of Water Quality (DWQ) or authorized DWQ representative.

1.05 ACCESS TO AND INSPECTION OF WORK

The Owner and/or Owner's representatives shall at all times have full access to the sites for inspection of the work accomplished under this Contract.

1.06 UTILITIES REQUIRED BY EQUIPMENT SUPPLIER

All water, electric current and/or utility service required by the Equipment Supplier in performance of these services shall be furnished at his own expense.

1.07 WORK ON PRIVATE PROPERTY

A. Private property is defined as property other than that belonging to LFUCG. Highway rights-of-way, public parks, schoolyards, and other such properties shall be considered public access areas for the purpose of this paragraph.
B. In connection with this Contract, the Equipment Supplier shall confine his equipment and operations of his workmen to public access areas and rights-of-way provided by the Owner, and shall take every precaution to avoid damage to the buildings, grounds, and facilities of the owners of private property. The Equipment Supplier shall be responsible for any damages to public and/or private property resulting from any work under this Contract. Other responsibilities involving access to work shall be as provided for in the General Conditions.
C. Fences, walls, hedges, shrubs, i.e. any and all landscaping etc., shall be carefully preserved, and/or replaced if damaged when work is completed. Grassed areas, if damaged, shall be graded, fertilized, seeded, and covered with straw when work is completed.
D. A representative of the contactor shall notify private property owners via a letter of impending work on private property five (5) days in advance of equipment installation. The Equipment Supplier must give LFUCG seven (7) days advance notification of when work is to begin on private property. The Contractor shall provide LFUCG with a copy of all notification letters sent to private property owners.

1.08 RIGHT-OF-WAY REQUIREMENTS

It shall be the Equipment Suppliers responsibility to notify the LFUCG Police Department's Safety Officer at (859) 258-3600 prior to performing any work which might interfere with traffic or compromise public welfare or safety. The Equipment Supplier shall also be responsible for notifying the Division of Public Information and the Division of Traffic Engineering of any roadway blockages or traffic delays. Access to all existing subdivisions and private residences shall also be maintained unless otherwise directed.

1.09 MAINTENANCE RECORDS

The Equipment Supplier shall keep accurate records on the Sewer Monitoring and Alarm Equipment. The Equipment Supplier shall document all work on as-built drawings and/or material lists.

1.10 COMPLIANCE WITH SAFETY REGULATIONS

The equipment items furnished shall comply with all governing federal and state laws regarding safety, including all requirements of the Occupation and Safety Act of 1970 (OSHA). It shall be the Equipment Supplier's responsibility to provide signs, traffic control devices, and obtain any required permits throughout the duration of this Contract and is to be included in the cost of work to be done. Equipment Supplier shall abide by county and state regulations governing utility work. Traffic control shall be provided according to the Kentucky Department of Highways Manual on Uniform Traffic Control devices for Streets and Highways.

1.11 IDENTIFICATION REQUIREMENTS

A. The Equipment Supplier shall be required to have workers and all equipment clearly identified.
B. It shall be the Equipment Supplier's responsibility to provide identification (ID) cards for all employees. The ID cards must have a photo of the employee, the company name, emergency phone number and Contract expiration date. The ID cards shall be exposed at all times.
C. All company equipment and vehicles shall have the company name and an emergency number clearly displayed.

1.12 EMERGENCIES

The Equipment Supplier shall provide the Engineer with an emergency telephone number where he or his representative may be reached on a twenty-four (24) hour, daily basis.

1.13 COMMUNICATIONS

The Equipment Supplier shall provide, for the duration of the Contract, for the Engineer and/or the Owner's representative(s) a means of direct communication acceptable to the Owner. The Owner will provide the Equipment Supplier with the Sewer Line Maintenance Superintendent cell phone number, as well as an on call list for after regular work hours in case of an emergency and/or if assistance is needed from the LFUCG on call personal.

1.14 DAILY CLEAN UP

At the end of each day, the Equipment Supplier shall ensure that the individual work sites where he has performed services are free of trash and miscellaneous debris, as directed by the Owner or Engineer. Any wastewater spills shall be reported and cleaned in accordance with Section 4.

1.15 FEDERAL, STATE, AND LOCAL LAWS

Equipment Supplier shall procure all necessary permits and/or certifications to provide the Sewer Monitoring and Alarm Equipment. Further, it shall be the Equipment Supplier's responsibility to research, understand, and comply with all federal, state, and local laws, codes, regulations, ordinances, etc., which relate to performing the work as described within this Contract.

1.16 LOCATION OF WORK SITES

In general, the work sites contained in this Contract are separated by moderate to large distances. It shall be the Equipment Supplier's responsibility to locate all work sites.

Generally, a DWQ representative will allow initial entry at manhole sites for work. The Equipment Supplier shall verify his locations with the Owner and Engineer prior to commencement of any work.

END OF SECTION

TECHNICAL SPECIFICATIONS
SECTION 2
DETAILED SERVICE DESCRIPTIONS

2.01 GENERAL INFORMATION

The intent of this Sewer Monitoring and Alarm Equipment Contract is to ensure that the listed manhole locations are equipped with fully functional sewer monitoring and alarm equipment.

2.02 DETAILED SERVICE DESCRIPTIONS

The designated manhole locations on Table 2-1 shall be installed to the following descriptions and Specifications.

Table 2-1 SSO Alarm Sites

Item	IP Address	ADS Model	Serial Number	Current Location
1	10.4.19.97	Triton + WW Vz	51004	CR4-15
2	10.4.18.62	Triton + WW Vz	50773	NE1-1B
3	107.80.22.2	Triton + WW ATT	51003	SE2-6137
4	10.4.109.33	ECHO VZ4 WW	35420	TB5_390A For catalpa study
5	10.4.109.45	ECHO VZ4 WW	35421	TB5_392A For catalpa study
6	10.4.109.44	ECHO VZ4 WW	35428	TB5_384 For catalpa study
7	10.4.109.38	ECHO VZ4 WW	35409	TB5_385 For catalpa study
8	10.4.19.101	Triton + WW Vz	51001	WH3-56
9	10.4.109.3	Triton + WW Vz	50793	WH3-658
10	10.4.109.5	Triton + WW Vz	60737	WH5-45A
11	166.219.172.27	Triton + WW ATT	61662	WH6-645
12	107.80.22.80	Triton + WW ATT	50725	WH6-74
13	166.213.158.122	Triton + WW ATT	60628	WR2-488
14	10.4.17.16	Triton + WW Vz	61594	WR5-9
15	10.4.17.19	Triton + WW Vz	50996	WR2-319
16	10.4.19.96	Triton + WW Vz	50760	WR2-102 - TEMP PULLED 03-10-22
17	10.4.19.98	Triton + WW Vz	50997	WH2-419Z - TEMP PULLED 03-10-22
18	10.1.17.18	Triton + WW Vz	20415	Shop - ready to deploy
19	10.4.19.99	Triton + WW Vz	51295	Shop - ready to deploy
20	10.4.18.65	Triton + WW Vz	50815	Shop - ready to deploy
21	10.4.18.70	Triton + WW Vz	51002	Shop - ready to deploy
22	10.4.18.72	Triton + WW Vz	40734	Shop - ready to deploy

END OF SECTION

TECHNICAL SPECIFICATIONS
SECTION 3
BASIS OF MEASUREMENT AND PAYMENT

3.01 SCOPE

A. The Equipment Supplier shall furnish all necessary labor, machinery, tools, apparatus, materials, equipment, service, other necessary supplies, and perform any work without additional compensation, except where specifically set out in these Specifications, at the not-to-exceed unit prices.
B. It shall be the Equipment Supplier's responsibility to provide signs, traffic control devices during the performance of installing Sewer Monitoring and Alarm Equipment and is to be included in the cost of work to be done.
C. It shall be the Equipment Supplier's responsibility to repair any damage to public and/or private property caused by the Equipment Supplier and said repairs shall be included and are not a separate pay item.
D. All Sewer Monitoring and Alarm Equipment bid items shall be per unit prices as set forth in the Bid Schedule.
E. Section 2 of these Specifications lists a general description of the Work required and a summary of the main components necessary for the Work. Any item or material not listed in the Bid Schedule shall be considered incidental to the Work.
F. This Section (Section 3) describes measurements and payments of bid items only. For detailed Specifications refer to appropriate sections of the Specifications.

END OF SECTION

TECHNICAL SPECIFICATIONS
SECTION 4
SEWAGE SPILL PROCEDURES

4.01 SEWAGE SPILL PROCEDURES

The following list is a chronological checklist of things that need to be completed when experiencing a sewage overflow or spill. Understand that this checklist is intended only to provide **minimal** procedures for a general sanitary sewer overflow occurrence. Each overflow occurrence is situation-dependent and additional steps may be required to ensure proper cleanup.

A. **Immediately** call Environmental Response Team (ERT), Pump Station Supervisor, Collection and Conveyance Manager (CCM), Fire Non-Emergency Dispatch, Health Department, and Kentucky Division of Water (KDOW):
   1. **ERT:** 1 (800) 928-2380 or (502) 564-2380 – ERT will assign an Incident Number that you will need to record.
   2. **Sewer Line Maintenance Superintendent:** Robert Clay – (859) 425-2448 or (859) 983-0616 (cell)
   3. **CMOM Program Manager:** Jimmy Ross – (859) 425-3940 or (859) 983-8402 (cell) 983-0937
   4. **Health Department Officer:** (859) 335-7071 – You will need to report the following regarding the incident:
      a. Estimated spill volume (in gallons)
      b. Time of the spill and duration
      c. Location (street address)

B. The Environmental and Public Protection Cabinet (EPPC) of the Commonwealth of Kentucky must be notified via email within 24-48 hours. Be sure to include the Incident Number. Electronic Submittal address is: https://dep.gateway.kygov/eportal/default.aspx.

C. Immediate notification of the situation to Fire Non-Emergency Dispatch at (859) 231-5600. Inform the Haz Mat Platoon Leader for Unit 220 that there is a sewer bypass that "may" present an environmental hazard and whether DWQ is handing or DWQ needs help from Haz Mat.

D. **Immediately** contain the overflow and prevent untreated sewage from entering waterways (i.e. creeks, rivers, lakes, stormwater system, etc.) by building a temporary barrier or containment using sandbags, soil, metal or wood curbing, etc.

E. Remove sewage from containment area. This can be done numerous ways, see below for examples of how to remove sewage:
   1. Use vacuum truck to remove water from containment area
   2. Using barrier, direct flow back into sanitary sewer manhole

F. Remove any visible debris (e.g. toilet paper, condoms, etc.) from area and properly dispose of by transferring to the on-site pump station maintenance personnel.

G. Use lime or some type of disinfectant in pervious areas such as soil, mulch, and grass.

H. Once sewage has been contained and removed, the impervious areas (pavement, concrete, etc.) should be rinsed. The water used to rinse the impervious area will also need to be removed by the previous methods described.

I. A copy of the Electronic Submittal should be faxed to the Division of Fish and Wildlife at (502) 564-3178.

J. An "after the event" summary should be electronically provided to LFUCG's Division Director, Charles Martin (chmartin@lexingtonky.gov).

END OF SECTION

TECHNICAL SPECIFICATIONS
SECTION 5

02680 – SEWER MONITORING AND ALARM EQUIPMENT

PART ONE – GENERAL

1.0 GENERAL SUMMARY

The intent of this Equipment Supplier Contract is to ensure Sanitary Sewer Overflows (SSOs) Alarm Systems within the LFUCG Collection System are installed per the directions specified, maintained during the term of this Contract, and hosting of a website that is available for LFUCG personnel to log onto to monitor, receive alarms, and download data. The equipment provided will become the property of LFUCG. The Equipment Supplier shall provide and install all equipment on a per unit price. Additionally, the Equipment Supplier shall maintain the equipment, provide cellular service, and host a website where LFUCG personnel can log on to monitor the equipment, receive alarms, and download the data specified. This service shall be based on an annual price per unit.

1.01 GENERAL REQUIREMENTS

A. Equipment – General. The equipment supplied for this project shall consist of a durable wireless monitor / data logger equipped to connect to up to two industry standard float switch devices and a pressure transducer.

B. A depth sensor which records actual depth readings for level calculation. The wireless communications platform instantly notifies LFUCG personnel and their designees of high depth conditions and system overflows via email and/or text messaging without the need for any special software.

C. The equipment shall be equipped with a rugged, light-weight submersible housing and be capable be housed in a NEMA 4X box mounted outside the manhole with the cables installed in the manhole. The length of cable required for each installation shall be determined by the Equipment Supplier.

D. The equipment shall incorporate a wireless monitoring system that is scalable and expandable. The systems shall operate automatically without user assistance and no software programming or development required.

E. The equipment provided under these Contract Documents shall be on a unit price basis including installation and an annual fee per unit for maintenance, cellular service, and website hosting and maintenance. All equipment shall become the property of LFUCG. The maintenance portion of this Contract shall be for one (1) year with two (2) additional renewals at the discretion of LFUCG.

F. The equipment provided shall be warrantied for the life of the Contract (1 year).

G. Equipment shall be able to continuously determine depth of liquid level in the manhole via a pressure transducer and support up to two floats for system overflow determination.

H. Equipment shall have the ability to add flow rate determination at a later date if requested by LFUCG, using LFUCG supplied formula or adding additional area velocity sensor to system.

I. Equipment must have the ability to alarm at surcharge, via the pressure transducer, (2' over the crown of the pipe or 3' below the manhole cover) and at overflow of the manhole, via the float(s).

J. Equipment must be able to be interrogated using the web-based software for up to the minute reporting on conditions.

K. Equipment to have the ability to add rain gauge collection (either integrated or a separate unit).

L. Equipment must be able to transmit via cellular communication with the antenna submerged or elevated out of the water in a protective enclosure.

M. Equipment must be able to send out alarms both by text messages and email notification.

N. Equipment must have a battery life of a minimum of 12 months.

O. Equipment must have the ability to operate with both either AC current or DC current.

1.02 SERVICES REQUIRED

A. All tests shall be performed in accordance with the requirements of the General Conditions and LFUCG Standards and Specifications. The following pre-qualifications are required:

1. Pilot Study Program: Equipment Supplier shall have participated in a Pilot Study Program with LFUCG with a 95% success rate of functionality and reporting.

2. Equipment Supplier must be able to sell LFUCG the equipment specified and provide a warranty for the life of the Contract on the equipment.

3. Equipment Supplier must be able to install the equipment in locations designated by LFUCG per the Specifications provided on a per unit basis.

4. Equipment Supplier must provide cellular service for transmission of the alarm system data back to the Equipment Suppliers hosting facilities for storage, alarming, and retrieval of the data thru a web-based system for LFUCG.

5. Equipment Supplier must be able to provide hosting capabilities for alarming, collection of data, sending text messages and email notifications, and providing reports to LFUCG.

6. Equipment Supplier must be able to provide a software package that is web-based for LFUCG to log on to, monitor, receive alarms from, and retrieve data.

7. Equipment Supplier must be able to respond within 48 hours after notification of maintenance issues to correct problems.

8. Equipment Supplier must be able to perform quarterly field inspections of the equipment and provide a written report to LFUCG.

1.03 SUBMITTALS

A. In addition to the procedures and requirements set forth in the General Conditions the Equipment Supplier shall obtain from the equipment manufacturer and submit the following:

1. Shop Drawings

2. Reports of any Certified Shop and Field Maintenance report forms

3. Operation and Maintenance Manuals

B. Each submittal shall be identified by the applicable Specification section.

1.04 SHOP DRAWINGS

A. Each submittal shall be complete in all respects, incorporating all information and data listed herein and all additional information required for evaluation of the proposed equipment's compliance with the Contract Documents.

B. Partial, incomplete, or illegible submittals will be returned to the Equipment Supplier without review for resubmittal.

C. Shop Drawings for each equipment component selected shall include but not be limited to:

1. Standard manufacturers printed Specification sheet(s) showing critical Specifications including the following:

a. Monitor housing
b. Connectors
c. Sensors
d. Mounting
e. Power supply
f. Communication
g. Remote (telemetered) data access
h. Antenna

i. Memory
j. Clock
k. Data recording
l. Alarming
m. Status and diagnostics
n. Firmware upgrades
o. Monitor temperature range

2. Standard manufacturer's printed warranty statement of the equipment showing single source responsibility by the equipment manufacturer.

3. Phone numbers of products support contacts and locations.

D. The Shop Drawing information shall be complete and organized in such a way that LFUCG / Engineer can determine if the requirements of these Specifications are being met. Copies of technical bulletins, technical data sheets from "soft-cover" catalogs, and similar information which is highlighted or somehow identifies the specific equipment items the Equipment Supplier intends to provide are acceptable and shall be submitted.

1.05 OPERATION AND MAINTENANCE MANUALS

A. The Equipment Supplier shall submit operation and maintenance (O&M) manuals in accordance with the procedures and requirements set forth in the General Conditions.

B. Furnish five (5) sets of identical bound instruction manuals covering operating procedures, lubrication, and maintenance requirements of all equipment furnished under this Specification. Include wiring diagrams, drawings, product data sheets, parts lists, and other necessary data. Number or otherwise clearly identify all parts to facilitate ordering of replacements. Exclude data not pertinent to this installation.

1.06 TOOLS, SUPPLIES, AND SPARE PARTS

A. The Equipment Supplier shall have sufficient parts inventory to maintain over-the-counter availability of at least 90% of any required part and 100% availability within 48 hours.

1.07 SERVICE OF MANUFACTURER'S REPRESENTATIVE

A. The Equipment Supplier shall provide training for LFUCG personnel. Training shall be conducted by the manufacturer's factory trained specialists who shall instruct LFUCG's personnel in operation and maintenance of all equipment provided under this Specification.

B. Training for the equipment shall be performed at a site to be specified by LFUCG. Training shall include thorough explanation and demonstration of how to configure the equipment within the collection system.

C. Training shall be conducted in Lexington, Fayette County, Kentucky at a location determined by the LFUCG. Training shall be bid as one day training from 9 am until 4 pm with one hour lunch break.

D. Training shall consist of one typical installation with no less than a standard manufacturer's crew that would be required to install a typical installation.

E. At a minimum, software training shall also include data retrieval, standard maintenance, typical trouble shooting, and proper procedures.

F. The equipment manufacturer shall have a local authorized dealer who can provide factory trained service, the required stock of replacement parts, technical assistance, and warranty administration for all components supplied by the Equipment Supplier.

1.08 IDENTIFICATION

A. Each set of equipment shall be identified with the identification number specified by LFUCG. A unique number such as a serial number shall be securely affixed in a conspicuous place on the unit and easily identified.

1.09 WARRANTY TERMS

A. The equipment manufacturer's and Equipment Supplier's standard warranty shall in no event be for a period of less than one (1) year from date of initial start-up of the system and shall include repair labor, travel expense necessary for repairs at the jobsite, and expendables (service items made unusable by the defect) used during the course of repair. Submittals received without written warranties as specified shall be rejected in their entirety.

PART TWO – PRODUCTS

2.01 MANUFACTURERS

A. The equipment covered by this Specification is intended to be standard equipment of proven performance as manufactured by a reputable manufacturer. Equipment shall be designed, constructed and installed in accordance with the best practices of the trade, and shall operate satisfactorily.

B. Consideration will be given only to the equipment of those manufacturers who have met the stipulations of Paragraph 1.02 above and have furnished comparable sewer monitoring equipment for at least two similar installations that have been in regular successful operation for not less than five (5) years.

C. The Equipment Supplier shall furnish evidence of this experience and data on the equipment's operation at these installations to the LFUCG / Engineer upon request.

2.02 GENERAL DESCRIPTION

A. In addition to the aforementioned criteria, the equipment utilized for this project shall consist of a durable wireless monitor / data logger equipped to connect to up to two industry standard float switch devices and a pressure transducer.

2.03 SEWER DEPTH MONITOR

The sewer monitoring equipment shall be installed inside sewer manholes (or other designated chambers) and conform to the following minimum specifications:

A. Monitor Housing: Must be IP 67 rated Waterproof and submersible up to 10 feet. Weight shall not exceed 22 pounds (monitor and battery).

B. Connectors: U.S. MIL-C-26482 Series 1 Type hard anodized aluminum (or equivalent) with interfacial seals to afford maximum corrosion protection and life expectancy.

C. Sensors: Pressure sensor shall be constructed of solid machined PVC/ stainless steel, shall have an operating range of 0.25 feet to 34.5 feet, accurate to +/- 0.5% of full scale, and have a resolution of 0.025% of full scale. Float switches shall be Connery™ Control Duty 2900 Mercury Series, or equivalent, single pole/ double throw with a temperature range of 32 to 170° F and an actuation point of 5 degrees above/ below horizontal.

D. Mounting: Integral mounting flange or suspension brackets on top of canister, with holes sufficient to attach to a wall or other metal mounting handle.

E. Power Supply: Complete unit (fitted with floats, pressure sensor and wireless modem) shall operate on nominal 6 volt supply or extended alkaline battery provided by Equipment Manufacturer and consume less than 6ma under normal (standby) operation. Normal operation will be to use a non-rechargeable alkaline battery pack. Battery life shall be a minimum of 12 months under continuous operation and up to 24 months under extended (power saving) operation mode.

F. Communications: Each unit shall be delivered with one standard RS232 serial port for local on-site communication. For remote (telemetered) access, each unit shall be fitted with either an internal CDMA 1XRTT or GSM/GPRS modem manufactured by the Equipment Supplier. To reduce battery use, the equipment shall support a power saving mode whereby the equipment can be programmed to shut down the wireless modem during non-data transmitting intervals. During the power saving mode, the equipment shall ignore incoming connect requests, however shall continue to perform all measurement and alarming functions.

G. Remote (Telemetered) Data Access: The equipment shall continuously be online and available to answer incoming requests (unless power savings are implemented). Equipment fitted with wireless modems shall remain connected to the GSM/GPRS or cellular network, and shall self-monitor their connection and perform connection refreshes as required to be ready to service incoming connection requests.

H. Antenna: The antenna shall be a ruggedized and suitable for direct burial into a road surface or under grass or other fill materials. No special equipment shall be required for installation. Under no circumstances shall the roadway or surface be penetrated more than 3" for antenna installation.

I. Memory: Minimum 512 Kbytes memory. Memory shall support a circular buffer with the oldest data only being written over once the memory is filled. Capacity shall be sufficient to retain up to sixty (60) days of un-transmitted data before being overwritten.(using 15 minute sample rate and all sensors configured)

J. Clock: Equipment shall employ a battery backed crystal controlled real-time clock.

K. Data recording: Shall support data recording rates at standard intervals of 1, 2, 2.5, 5, 15 and 30 minutes or 1, 2, 12 or 24 hours.

L. Alarming: Shall support user definable dual depth thresholds for the purpose of remote alarming. Alarms shall be based on float triggers and/or set points based on pressure sensor readings. Float inputs shall be configurable to mitigate false alarms caused by waves through the use of user defined dwell times. Equipment shall automatically generate and notify up to 3 different addresses via SMS text message and/or email immediately upon exceeding alarm threshold(s), and also on Return to Normal. Alarm acknowledgements must be available to the web view and allows electronic signatures (or equivalent) to identify respondent.

M. Status and Diagnostics: The equipment shall be capable of automatically sending in daily status messages as well as annunciating low battery and other diagnostic information. Status and sensor based diagnostics can also be performed by contacting the monitor using manufacturers field software. Readout shall be provided online and in the field to display wireless signal strength, battery voltage, and IP address.

N. Firmware Upgrades: All upgrades can be done remotely, either via wireless or land line. Upgrades can also be done locally using serial connection.

O. Monitor Temperature range: Shall function within specifications between 0 and 60° C (32° and 140° F).

2.04 SOFTWARE GENERAL SUMMARY

H. The Equipment Supplier shall maintain the equipment for an annual fee per unit, provide cellular service for the equipment, and provide software and hosting services for a web-based system where LFUCG personnel and their designees can log on to and monitor the alarms and download information from the system. This service shall be based on an annual fee per unit.

2.05.1 SOFTWARE

A. General

1. The Equipment Supplier shall install and maintain all software required for the scope of services.

2. The Equipment Supplier software shall be developed by a company with at least 5 years of experience manufacturing products for this application.

3. The Equipment Supplier software shall operate on a Microsoft® Windows XP or Windows Vista platform.

4. The Equipment Supplier shall be responsible for all system maintenance, data uploads, database maintenance, and software defect repairs.

5. The Equipment Supplier shall provide at least three references of other users of the proposed software, if requested.

Web-Based Data Management

1. The Equipment Supplier shall be responsible for purchasing any computers, third-party software licenses, hosting the application, maintaining the physical system, ensuring network security, and providing reliable access to the system.

2. The web-based software system supplied by Equipment Supplier shall meet the following minimum specifications:

   a. Equipment Supplier shall supply a software system that is accessible using Microsoft® Internet Explorer version 6.0 or greater and available to any personnel requiring access.

   b. The Equipment Supplier shall host all data in a central database to ensure that any modifications to the central data are available to all other users of the system.

3. User Security

   a. The software system shall have unique password security for each user. Each user shall be permitted to perform only authorized functions.

   b. Functions that can be restricted by permissions shall include, at a minimum, alarm acknowledgement, reporting, viewing specific data types, viewing data and information from specified locations, telecommunications, and any system configuration (such as adding new users).

4. Data Viewing

   a. The software system shall have the ability, at a minimum, to display data for each site in the following formats:

      1) Hydrograph – a time series graph of multiple data types with the ability to segment data based on intervals (e.g. weekly) over the user specified time period;

      2) Scattergraph – a depth to velocity graph for the specified time period with the ability to select a data point to see the actual value for that data point;

      3) Tabular – both tables for viewing and a CSV format for download shall be available; and

      4) Uptime Chart – a chart to view and evaluate the amount of data available for each day for single or multiple data entities for single or multiple monitors.

5. Telecommunications

   a. The software system shall allow an authorized user to collect data directly from

telemetered monitors via the Internet. The software system shall automatically collect data from all telemetered sites at a minimum each day and whenever an alarm occurs.

b. The LFUCG shall have the ability to issue a data collection command in order to obtain data in near real time.

6. Temporary Monitor Data Upload

   a. The system shall allow for upload of temporary (non-telemetered) flow data to the central database. Temporary flow data shall be available for each site with the same graph and tabular data viewing and export features as telemetered sites.

7. Multiple Data Type Support

   a. Final and Original Data: The software system shall allow for the upload of final edited data and shall maintain a copy of both the final and the original data after upload.

8. User Viewing Permissions

   a. The software system shall have the ability to configure users to only view authorized data sets. For example, a user restricted to final data viewing would not be permitted to view any original data in any graph or report.

9. Automated Data Verification and Correction

   a. The software system shall automatically detect and mark or repair data anomalies (also called automated editing or data scrubbing) that are common to sewer flow data. Automatically edited data shall not replace or delete any original data.

   b. The software system shall have the ability to configure users to view data and information only from individual monitoring sites.

10. Data Exports

    a. The software system shall allow the user to export data to an Excel/CSV format.

    b. One or multiple monitoring locations shall be able to be selected.

    c. The user shall be able to select the data averaging type and define whether to include time stamps for missing data.

    d. The user shall be able to have the missing time stamp data exported as a blank or a user-defined value.

11. Report Types

    a. The system shall support the following types of configurable reports:

       1) Alarm report providing information about all alarms generated by the monitoring system including alarm type, alarm status and users who have acknowledged the alarms;

2) Confirmations report providing a list of manual measurements taken at a monitoring location within a specific date range;

3) Data Collect Summary report providing the number of successful and failed attempts and the percentage of successful attempts to collect the data from selected monitoring locations;

4) Severe rain report showing which installed rain gauges had severe rain events during a user-specified time period (where rain gauges are included in the network);

5) Excess report showing all monitoring locations that exceeded flow rate thresholds defined by the LFUCG. Duration of time that threshold was exceeded and the volume of the excess flow on a per monitor basis shall be provided;

6) Capacity trend reports indicating the average and maximum capacity used for each monitoring location for the last 24 hours, compared with a user specified time range, as a percentage of the theoretical capacity for each site;

7) Surcharge trend reports indicating the percentage of time that each site was in a surcharge condition (depth greater than full pipe) over the last 24 hours, past 30 days or past 90 days, compared with a user specified time range; and

8) Percentage-full trend reports indicating percentage of full pipe trending over the last 24 hours, 30 days or past 90 days, compared with a user specified time range.

12. Reporting Data Types

    a. Reports shall use final data for any calculations; if final data is not available then the system shall use automatically edited data on the report to minimize possible reporting gaps.

13. Stored Report Preferences

    a. The system shall allow users with authorization to save report preferences by name for future use.

    b. The system shall allow a user to modify the report parameters of a named report they created. Viewing of reports shall be restricted by security permissions.

    c. Users authorized to view reports shall be able to view but not modify the named reports of another user.

    d. Named reports shall be available for automatic email generation at a user specified interval.

14. Alarming and Alarm Types

    a. At a minimum, the system shall provide alarming for the following types of common flow conditions:

        1) High depth

2) High-High depth

3) Loss of Flow

4) Manhole Overflow

5) Rain Exceeding Threshold (where rain gauges are included in the network)

15. Alarm Configuration

a. The Equipment Supplier shall submit with their bid their approach to minimize false alarms, including both software approaches and procedures for resolution of alarm related issues.

b. The Equipment Supplier shall ensure that each site is configured and verified individually to minimize false alarms.

c. The software shall take into account the typical diurnal pattern for each site.

16. Alarm Acknowledgement –Dampening of alarms activated at less than 5 minute intervals

a. The system shall allow authorized users to acknowledge an alarm condition.

b. The acknowledgement time shall be recorded along with the user who acknowledged the alarm and any comments by the user.

c. Acknowledged alarms shall be distinguished from normal conditions as well as from active alarms.

17. Alarm Notification and Escalation

a. The system shall have an audible notification when new alarms occur.

b. The software shall provide a method for escalating alarms to pagers and email if an alarm is not acknowledged after a specified period of time.

c. The software shall allow a user to receive alarm escalation messages for each alarm type from each site.

d. The software shall allow escalation of alarm messages based on individual worker shifts.

18. Logs and Reports

a. The software shall log any diagnostic events, such as sensor related events or battery warnings, which are reported by the hardware.

b. Logs shall have features allowing for queries based on type of event or alarm, time span, and location.

c. The system shall be able to email configured event, alarm or trend reports based on the description in the Stored Report Preferences section of this document (#13 above).

19. Dynamic Geographic Information Display

    a. The system shall use GIS information supplied by LFUCG for the purpose of providing a map display of all monitoring locations.

    b. The map shall indicate the alarming condition of each alarm configured in the system. The map shall have the ability to zoom in and out to view additional details in the supplied GIS information.

    c. The flow monitor site icon on the map shall provide a direct link to flow monitor data for that site.

20. Attachments

    a. The software shall allow for files (such as images and documents) to attach to monitoring locations.

    b. Files shall either be private (restricted to authorized users) or publicly available to all users.

21. Training and Support

    a. The Equipment Supplier shall provide training on the use of the software to the LFUCG.

    b. The Equipment Supplier shall provide telephone support to the LFUCG using personnel experienced in troubleshooting problems with the specified software.

PART 3 – EXECUTION

3.01 INSTALLATION

A. The Equipment Supplier shall be responsible for delivering the monitor systems to LFUCG after all testing and monitor startup.

END OF SECTION

EXHIBIT B

CONSULTANT'S RESPONSE TO BID # 20-2014

ADS ENVIRONMENTAL SERVICES®

April 20, 2022

Mr. Jimmy Ross
CMOM Program Manager
Division of Water Quality
951 Enterprise Dr.
Lexington, KY 40510

Subject: **O&M of SSO Monitoring Network for LFUCG**

Dear Jimmy:

ADS Environmental Services (ADS) is pleased to provide you with this proposal to operate and maintain the existing SSO monitoring network owned by LFUCG for a period of 60 months.

As requested, this proposal includes field maintenance, data collection, real-time alarming, and web-based data access for the ADS SSO monitors owned by LFUCG. Please find the attached table, which summarizes the pricing for the proposed services.

We look forward to continuing our partnership and providing you with new and innovative ways to support your collection system management. Please do not hesitate to call me at (859) 512-8204 should you have any questions.

Sincerely,
ADS Environmental Services

Robert Grob
Regional Sales Manager

Enclosure

Scope of Work:

A. **Comprehensive Maintenance Service**. As part of this program, ADS will perform the following services on ADS SSO monitors in the LFUCG (Owner's) network.

The following ADS equipment is owned by the Owner:

Item	IP Address	ADS Model	Serial Number	Current Location
1	10.4.19.97	Triton + WW Vz	51004	CR4-15
2	10.4.18.62	Triton + WW Vz	50773	NE1-1B
3	107.80.22.2	Triton + WW ATT	51003	SE2-6137
4	10.4.109.33	ECHO VZ4 WW	35420	TB5_390A (catalpa study)
5	10.4.109.45	ECHO VZ4 WW	35421	TB5_392A (catalpa study)
6	10.4.109.44	ECHO VZ4 WW	35428	TB5_384 (catalpa study)
7	10.4.109.38	ECHO VZ4 WW	35409	TB5_385 (catalpa study)
8	10.4.19.101	Triton + WW Vz	51001	WH3-56
9	10.4.109.3	Triton + WW Vz	50793	WH3-658
10	10.4.109.5	Triton + WW Vz	60737	WH5-45A
11	166.219.172.27	Triton + WW ATT	61662	WH6-645
12	107.80.22.80	Triton + WW ATT	50725	WH6-74
13	166.213.158.122	Triton + WW ATT	60628	WR2-488
14	10.4.17.16	Triton + WW Vz	61594	WR5-9
15	10.4.17.19	Triton + WW Vz	50996	WR2-319
16	10.4.19.96	Triton + WW Vz	50760	WR2-102 - TEMP PULLED 03-10-22
17	10.4.19.98	Triton + WW Vz	50997	WH2-419Z - TEMP PULLED 03-10-22
18	10.1.17.18	Triton + WW Vz	20415	Shop - ready to deploy
19	10.4.19.99	Triton + WW Vz	51295	Shop - ready to deploy
20	10.4.18.65	Triton + WW Vz	50815	Shop - ready to deploy
21	10.4.18.70	Triton + WW Vz	51002	Shop - ready to deploy
22	10.4.18.72	Triton + WW Vz	40734	Shop - ready to deploy

Maintenance services include but are not limited to the following:

1. **Diagnostics:** Remote diagnostic inspection of all equipment using the most current procedures and programs from the local ADS office in Erlanger, KY.

2. **Repair:** Repair and preventative maintenance services necessary to keep the equipment operating in accordance with the manufacturer's design specifications. The types of services to be performed under this Agreement include but are not limited to the following:
   - Communication link failure
   - Sensor cleaning or replacement
   - Battery replacement

3. **Service Schedule:** The field service shall accommodate the Owner's normal operating hours of 8:00 a.m. to 5:00 p.m. Monday through Friday

4. **Cellular Telemetry:** This scope includes monthly wireless communication fees provided by ADS under this contract. ADS will troubleshoot any communication issues arising from the cellular modems included in the SSO monitor hardware.

5. **Quarterly Calibration:** ADS will perform quarterly monitor calibrations under this contract. Calibration will include manual measurement of flow depth to compare to measurement made by the monitor and sensor. Corrections and/or repairs will be performed as part of the calibrations.

6. **Exclusions:** The types of services that are excluded under the maintenance service program:
   - changes or alterations in specifications;
   - painting or refinishing or furnishing materials therefore except as damaged by ADS during service work;
   - vandalism or damage caused by third parties;
   - equipment repair or replacement outside manufacturer's design specifications

B. **Data Collection Services.** As part of this program, ADS will provide data collection services via cellular telemetry for the ADS SSO monitors in the Owner's network. Data will be collected daily and made available through the ADS PRISM web-based interface. Direct alarming will be made available for each of the SSO monitors in the network based on user defined parameters.

C. **Web-based Data Access.** As part of this program ADS will provide access to all data and alarming via the ADS PRISM web-based interface.

PRISM web-based system: Owner and designated personnel shall be provided with login credentials to access SSO monitor data over the internet. Typical functionality includes:

- User defined weekly and monthly Hydrographs for each site;
- Tabular data in both monthly summary form and native interval form;
- Detailed site reports with digital photographs;
- Monthly service reports
- Direct data collection available 24/7
- Direct data export

Attachment A – Fee Schedule

LFUCG – SSO Monitoring Network

Description	Qty	Units	Unit Price	Total
SSO Monitor Maintenance Services: Maintenance Services, Data Collection, Alarming and Web Based Data Access for ADS SSO Monitors owned by LFUCG for 5 years (Based on a maximum of 22 units for 60 months)	1320	Per unit per month	$449.00	$592,680.00
Not to Exceed Total (60 Month Program)				**$592,680.00**

Optional Services (As Requested by LFUCG):

Description	Qty	Units	Unit Price
ADS ECHO depth-only sewer monitoring and alarm equipment purchase	1	Each	$4,100.00
ADS ECHO depth-only sewer monitoring and alarm equipment installation	1	Each	$750.00
ADS Triton+ area-velocity flow monitoring and alarming equipment purchase	1	Each	$8,100.00
ADS Triton+ area-velocity flow monitoring and alarming equipment installation	1	Each	$900.00
ADS Triton+ area-velocity sensor (replacement)	1	Each	$2,150.00
ADS wideband cellular antenna	1	Each	$240.00
ADS Triton+ area-velocity flow monitoring and alarming equipment. Maintenance Services, Data Collection, Alarming and Web Based Data Access	1	Per unit per month	$650.00
ADS monitoring equipment removal and reinstallation – as directed	1	Each	$455.00

Pricing Assumptions:

- Monthly invoicing, payment terms net 30;
- Monthly invoicing to be based on actual number of monitors installed during the month;
- Pricing based on a minimum of ten (10) devices in operation monthly;
- Unit pricing to increase $10 per unit per month for subsequent renewal years;
- No prevailing wage or W/MBE required;
- Standard ADS safety and installation methodology (2-man crews);
- Standard traffic control requirements (cones & simple signage);

EXHIBIT C

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/07/2022

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.
540 W. MADISON
CHICAGO, IL 60661

CONTACT NAME: Marsh | U.S. Operations
PHONE (A/C, No, Ext): 866-966-4664 FAX (A/C, No): 212-948-0770
E-MAIL ADDRESS: Chicago.CertRequest@marsh.com

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A : Liberty Mutual Fire Insurance Company — 23035
INSURER B : N/A — N/A
INSURER C : Liberty Insurance Corporation — 42404
INSURER D :
INSURER E :
INSURER F :

INSURED
ADS LLC
340 The Bridge Street, Suite 204
Huntsville, AL 35806

COVERAGES — CERTIFICATE NUMBER: CHI-008263870-25 — REVISION NUMBER: 3

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR			TB2-681-004088-042	01/01/2022	01/01/2023	EACH OCCURRENCE	$	2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$	4,000,000
							PRODUCTS - COMP/OP AGG	$	4,000,000
	OTHER:							$	
A	AUTOMOBILE LIABILITY X ANY AUTO			AS2-681-004088-032	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$	2,000,000
	X OWNED AUTOS ONLY X HIRED AUTOS ONLY [ ] SCHEDULED AUTOS X NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	$	
							AGGREGATE	$	
								$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA7-68D-004088-512 (AOS)	01/01/2022	01/01/2023	X PER STATUTE [ ] OTH-ER		
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC7-681-004088-012 (WI,OR)	01/01/2022	01/01/2023	E.L. EACH ACCIDENT	$	2,000,000
							E.L. DISEASE - EA EMPLOYEE	$	2,000,000
							E.L. DISEASE - POLICY LIMIT	$	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Lexington Fayette Urban County Government Building Inspection is included as Additional Insured with respect to General and Automobile Liability coverages as required by written contract, subject to policy terms and conditions.

CERTIFICATE HOLDER

Lexington Fayette Urban County
Government Building Inspection
200 E. Main St
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

Marsh USA Inc.

© 1988-2016 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

EXHIBIT D

FURTHER DESCRIPTION OF BASIC SERVICES AND RELATED MATTERS

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

Sole Source Purchases are defined clearly, based upon a legitimate need, and are limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and/or cost effective feature requirement. The use of sole source purchases must be justified and shall be limited only to those specific instances in which compatibility or technical performance needs are being satisfied.

Sole Source Services are defined as a service provider providing technical expertise of such a unique nature that the service provider is clearly and justifiably the only practicable source available to provide the service. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the service provider.

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes ($2,500-$10,000), formal quotes ($10,001 - $29,999.99), or formal bid ($30,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding $30,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name Charles Martin Division/Dept. Water Quality

Phone (859) 425-2455 Email chmarting@lexingtonky.gov

Type of Purchase: ☐ Goods/Materials/Equipment **X** Services

Cost: $592,680 for 60 Month Program

Sole Source Request for the Purchase of: Manhole Monitoring Service

☐ One Time Purchase

X To Establish Sole Source Provider Contract
(subject to annual review and approval by Central Purchasing and/or Urban County Council)

Vendor Information

Business Name ADS, LLC

Contact Name Robert Grob

Address 340 The Bridge Street, Suite 204

Phone 859-512-8204 Email **RGrob@idexcorp.com**

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

3. **Describe efforts to find other vendors or consultants (i.e. phone inquires, web site search, contacting the manufacturer to see if other dealers are available to service region, etc.).**

Not applicable

4. **How was the price offered determined to be fair and reasonable?**
(Explain what the basis was for comparison and include cost analyses as applicable.)

Not applicable

5. **Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.**

Not applicable

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0864-25

File ID:	0864-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Environmental Quality
				File Created:	09/08/2025
File Name:	USC Schedule 2025			**Final Action:**	

Title: Authorization to proceed with the annual Urban Service Changes Process for 2025 in accordance with the proposed schedule. The public hearing will be on November 18, 2025 at 3:00p.m. during Council Work Session. No budgetary impact. (L0864-25)(Albright)

Notes: This authorization file does not go forward, instead later new files containing the USC will go straight to 1st reading on a WCD. (Per Samantha Coleman)

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo USC Schedule 2025.pdf, USC Schedule 2025.pdf	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Mackenzie Holt	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0864-25

Title

Authorization to proceed with the annual Urban Service Changes Process for 2025 in accordance with the proposed schedule. The public hearing will be on November 18, 2025 at 3:00p.m. during Council Work Session. No budgetary impact. (L0864-25)(Albright)

Summary

Authorization to proceed with the annual Urban Service Changes Process for 2025 in accordance with the proposed schedule. The public hearing will be on November 18, 2025 at 3:00p.m. during Council Work Session. No budgetary impact. (L0864-25)(Albright)

Budgetary Implications: No

Advance Document Review:

Law: {Yes, completed by Evan Thompson, 9/5/2025}

Risk Management: No

Fully Budgeted [select]: N/A
Account Number: N/A
This Fiscal Year Impact: N/A
Annual Impact: N/A
Project:
Activity:
Budget Reference:
Current Balance:

MAYOR LINDA GORTON

LEXINGTON

NANCY ALBRIGHT
COMMISSIONER
ENVIRONMENTAL QUALITY & PUBLIC WORKS

TO: Mayor Linda Gorton
Urban County Council

FROM: Nathan Dickerson
Administrative Officer

DATE: September 8, 2025

SUBJECT: Schedule for 2025 Urban Service Changes

Request:

The Department of Environmental Quality & Public Works requests approval of the attached schedule for the 2025 Urban Services Legal Process.

Why are you requesting:

Before properties are developed within the Fayette County urban service boundary, they are generally taxed solely for Police and Fire protection (Tax District 02 - General Services). However, once a property is recorded, divided and platted for new development, the new properties are moved to the appropriate tax district for other provided services. For example, properties on public streets are placed in the full service (01) tax district that provides refuse collection, streetlights, and street sweeping. Private streets are placed within the 03 tax district, which only includes refuse collection given that property owners maintain their own streets and provide their own streetlights if desired. Property owners also can petition to add city services with a tax district change through this process.

Kentucky Law requires that the Urban County Government notify each property owner by certified mail of a proposed increase in property tax and hold a public hearing. Per the attached schedule, the public hearing will be held at 3:00 p.m. on Tuesday, November 18, 2025, during Council Work Session.

What is the cost in this budget year and future budget years?

N/A

Are the funds budgeted?

N/A

File Number:

0864-25

Director/Commissioner:

Nancy Albright
Environmental Quality & Public Works

URBAN SERVICES CHANGES - 2025 SCHEDULE

Petition Deadline	August 1, 2025
Administrative Review (Bluesheet)	September 8, 2025
Work Session Discussion	September 16, 2025
Certified Mail Voting Cards to USC Voters	September 17, 2025
Notify Private Haulers of Voting Streets	September 18, 2025
Documents Due to Law Department	September 25, 2025
Certified Mail New Development	September 29, 2025
Resolution First Reading	October 9, 2025
USC Voting Deadline	October 17, 2025
Notify Private Haulers of Voting Results	October 22, 2025
Resolution Second Reading	October 23, 2025
Publish Week 1/3	October 27, 2025
Publish Week 2/3	November 3, 2025
Publish Week 3/3	November 10, 2025
Pre-Work Session Meeting	November 18, 2025 1:00 PM to 3:00 PM
Work Session Public Hearing on Urban Service Changes	**November 18, 2025 3:00 PM**
Documents Due to Law Department	November 21, 2025
Ordinance First Reading	December 2, 2025
Ordinance Second Reading	December 4, 2025
Documentation to Budgeting/PVA	December 19, 2025

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0865-25

File ID:	0865-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Human Resources
				File Created:	09/08/2025
File Name:	26-0004- Abolish/Create- Sewer Line Maintenance Technician Apprentice			**Final Action:**	

Title: Authorization to abolish two (2) classified positions of Public Service Worker Sr. (Grade 510N) and create two (2) unclassified positions of Sewer Line Maintenance Technician Apprentice (Grade 509N) in the Division of Water Quality, effective upon passage of Council. This has a 12-month future cost savings of $2,064.74. (L0865-25) (George/Hamilton)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo 26-0004, From to 26-0004, HR Fiscal Impact- 26-0004	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0865-25

Title

Authorization to abolish two (2) classified positions of Public Service Worker Sr. (Grade 510N) and create two (2) unclassified positions of Sewer Line Maintenance Technician Apprentice (Grade 509N) in the Division of Water Quality, effective upon passage of Council. This has a 12-month future cost savings of $2,064.74. (L0865-25) (George/Hamilton)

Summary

Authorization to abolish two (2) classified positions of Public Service Worker Sr. (Grade 510N) and create two (2) unclassified positions of Sewer Line Maintenance Technician Apprentice (Grade 509N) in the Division of Water Quality, effective upon passage of Council. This has a 12-month future cost savings of $2,064.74. (L0865-25) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes/No, Completed by [Attorney Name, Date]}

Risk Management: {Select Yes/No, Completed by [Official, Date]}

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

MEMORANDUM

TO: Linda Gorton, Mayor
Sally Hamilton, Chief Administrative Officer
Council Members

FROM: _____
Glenda Humphrey George, Director
Division of Human Resources

DATE: September 8, 2025

SUBJECT: Abolish/Create positions – Division of Water Quality

Request:
The attached action is requesting authorization to abolish two (2) classified positions of Public Service Worker Sr. (Grade 510N) and create two (2) unclassified positions of Sewer Line Maintenance Technician Apprentice (Grade 509N) in the Division of Water Quality, effective upon passage of Council.

Why are you requesting:
The purpose of this reorganization is to enable the Division of Water Quality to hire and train entry-level staff. This will create a career path which will help employees develop skills for advancement to higher roles.

What is the cost in this budget year and future budget year?
This has a 12-month future impact cost savings of $2,064.74.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Public Service Worker Sr.	$37,949.60	$0	($37,949.60)
Public Service Worker Sr.	$37,949.60	$0	($37,949.60)

Sewer Line Maintenance Technician Apprentice	$0	$37,132.16	$37,132.16
Sewer Line Maintenance Technician Apprentice	$0	$37,132.16	$37,132.16
Total Annual Impact/ Salary and Benefits ($2,064.74)			

File Number: 0865 · 25

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

If you have questions or need additional information, please contact Alana Morton at (859) 258-3037.

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 9/8/25

Classified Civil Service

Changes From:									Changes To:							
Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary		Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Department/Division									**Department/Division**							
340.160	9	603	510N	Public Service Worker Sr.	-----	-----	-----		340.160	7	603	510N	Public Service Worker Sr.	-----	-----	-----

Unclassified Civil Service

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary		Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Department/Division									**Department/Division**							
340.044	2	766	509N	Sewer Line Maintenance Technician Apprentice	-----	-----	-----		340.044	4	766	509N	Sewer Line Maintenance Technician Apprentice	-----	-----	-----

Bluesheet 26-0004

Division Water Quality

Description		1 or -1	Hour Rate	*63122* Base Comp	*63511* Benefits Cost 18.62% Pension	*63615* Other Fringe	*63621* 6.20% FICA	*63622* 0.023% Unemp	*63624* 1.45% Medicare	Employee Total Cost
Public Service Worker Sr. (Grade 510N)	Abolish	-2.00	18.245	($75,899.20)	($14,132.43)	($11,057.76)	($5,235.09)	($17.46)	($1,224.34)	($107,566.28)
Sewer Line Maintenance Technician Apprentice (Grade 509N)	Create	2.00	17.852	$74,264.32	$13,828.02	$11,057.76	$5,133.73	$17.08	$1,200.63	$105,501.54
Pay Periods				($1,634.88)	($304.41)	$0.00	($101.36)	($0.38)	($23.71)	($2,064.74)

Annual Cost: ($2,064.74)

Taxable Fringe	$4,268.88
Total Fringe	$5,528.88

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0866-25

File ID:	0866-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Human Resources
				File Created:	09/08/2025
File Name:	26-0003- Abolish/Create Sewer Line Maintenance Technician Apprentice II			**Final Action:**	

Title: Authorization to abolish one (1) classified position of Public Service Worker Sr. (Grade 510N) and create one (1) unclassified position of Sewer Line Maintenance Technician Apprentice II (Grade 512N) in the Division of Water Quality, effective upon passage of Council. This has a 12-month future impact of $4,909.67. (L0866-25) (George/Hamilton)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo 26-0003, From to 26-0003, HR Fiscal Impact- 26-0003	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0866-25

Title

Authorization to abolish one (1) classified position of Public Service Worker Sr. (Grade 510N) and create one (1) unclassified position of Sewer Line Maintenance Technician Apprentice II (Grade 512N) in the Division of Water Quality, effective upon passage of Council. This has a 12-month future impact of $4,909.67. (L0866-25) (George/Hamilton)

Summary

Authorization to abolish one (1) classified position of Public Service Worker Sr. (Grade 510N) and create one (1) unclassified position of Sewer Line Maintenance Technician Apprentice II (Grade 512N) in the Division of Water Quality, effective upon passage of Council. This has a 12-month future impact of $4,909.67. (L0866-25) (George/Hamilton)
Budgetary Implications [select]: Yes
Advance Document Review:

Law: { Select Yes/No, Completed by [Attorney Name, Date]}

Risk Management: {Select Yes/No, Completed by [Official, Date]}

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

MEMORANDUM

TO: Linda Gorton, Mayor
Sally Hamilton, Chief Administrative Officer
Council Members

FROM: _____
Glenda Humphrey George, Director
Division of Human Resources

DATE: September 8, 2025

SUBJECT: Abolish/Create positions – Division of Water Quality

Request:
The attached action is requesting authorization to abolish one (1) classified position of Public Service Worker Sr. (Grade 510N) and create one (1) unclassified position of Sewer Line Maintenance Technician Apprentice II (Grade 512N) in the Division of Water Quality, effective upon passage of Council.

Why are you requesting:
The purpose of this reorganization is to enable the Division of Water Quality to hire and train entry-level staff. This will create a career path which will help employees develop skills for advancement to higher roles.

What is the cost in this budget year and future budget year?
This has a 12-month future impact cost of $4,909.67.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Public Service Worker Sr.	$37,949.60	$0	($37,949.60)
Sewer Line Maintenance Technician Apprentice II	$0	$41,837.12	$41,837.12
Total Annual Impact/ Salary and Benefits $4,909.67			

File Number: 0866 - 25

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

If you have questions or need additional information, please contact Alana Morton at (859) 258-3037.

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 9/8/25

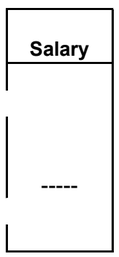
Classified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary		Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name
Department/Division									**Department/Division**						
340.160	10	603	510N	Public Service Worker Sr.	-----	-----	-----		340.160	9	603	510N	Public Service Worker Sr.	-----	-----

Unclassified Civil Service

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary		Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name
Department/Division									**Department/Division**						
-----	-----	-----	-----	-----	-----	-----	-----		340.043	1	767	512N	Sewer Line Maintenance Technician Apprentice II	-----	-----


Salary


Salary

Bluesheet 26-0003

Division Water Quality

Description		1 or -1	Hour Rate	*63122* Base Comp	*63511* Benefits Cost 18.62% Pension	*63615* Other Fringe	*63621* 6.20% FICA	*63622* 0.023% Unemp	*63624* 1.45% Medicare	Employee Total Cost
Public Service Worker Sr. (Grade 510N)	Abolish	-1.00	18.245	($37,949.60)	($7,066.22)	($5,528.88)	($2,617.55)	($8.73)	($612.17)	($53,783.14)
Sewer Line Maintenance Technician Apprentice II (Grade 512N)	Create	1.00	20.114	$41,837.12	$7,790.07	$5,528.88	$2,858.57	$9.62	$668.54	$58,692.80
Pay Periods				$3,887.52	$723.86	$0.00	$241.03	$0.89	$56.37	$4,909.67

Annual Cost: $4,909.67

Taxable Fringe	$4,268.88
Total Fringe	$5,528.88

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0867-25

File ID:	0867-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Human Resources
				File Created:	09/08/2025
File Name:	26-0015- Centurisk Agreement			**Final Action:**	

Title: Authorization to execute an agreement with Centurisk for property valuation services related to our on-site property appraisals. Physical evaluations of our insurable properties (buildings) are necessary every 5 years to accurately market the commercial insurance coverage for LFUCG's property, fire, and casualty insurance policy. The cost of this agreement is $39,990. Funds are budgeted. (L0867-25) (George/Hamilton)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo 26-00015, Centurisk Proposal - SOW - Lexington Fayette Urban County Government - 082925	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0867-25

Title

Authorization to execute an agreement with Centurisk for property valuation services related to our on-site property appraisals. Physical evaluations of our insurable properties (buildings) are necessary every 5 years to accurately market the commercial insurance coverage for LFUCG's property, fire, and casualty insurance policy. The cost of this agreement is $39,990. Funds are budgeted. (L0867-25) (George/Hamilton)

Summary

Authorization to execute an agreement with Centurisk for property valuation services related to our on-site property appraisals. Physical evaluations of our insurable properties (buildings) are necessary every 5 years to accurately market the commercial insurance coverage for LFUCG's property, fire, and casualty insurance policy. The cost of this

agreement is $39,990. Funds are budgeted. (L0867-25) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by Gabriel Thatcher, September 5, 2025

Risk Management: Yes, Completed by Mike Skidmore, September 8, 2025

Fully Budgeted [select]: Yes

Account Number: 1101-160904-1901-71299

This Fiscal Year Impact: $39,990

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: $51,679.80

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

TO: Linda Gorton, Mayor
Sally Hamilton, Chief Administrative Officer
Council Members

FROM: Glenda Humphrey George, Director
Division of Human Resources

DATE: September 8, 2025

RE: **Agreement with Centurisk**

Request:
The attached action authorizes the Mayor to execute an agreement with Centurisk for property valuation services related to our on-site property appraisals. Physical evaluations of our insurable properties (buildings) are necessary every 5 years to accurately market the commercial insurance coverage for LFUCG's property, fire, and casualty insurance policy.

What is the cost in the budget year and future budget year?
The cost of this agreement is $39,990 and funds are budgeted from the Professional Services/Risk Management account (1101-160904-1901-71299)

File Number: 0867.25

Director/Commissioner:
Glenda Humphrey George/Sally Hamilton

If you have questions or need additional information, please contact Alana Morton (859) 258-3037.

PROPOSAL FOR PROPERTY VALUATION SERVICES

Lexington Fayette Urban County Government

Michael Skidmore
Safety and Loss Control Manager
200 E. Main Street
Lexington, KY 40507

Submitted by:

Ryan M. Tate
Director, US East
400 Holiday Drive, Suite 200
Pittsburgh, PA 15220
ryan.tate@centurisk.com

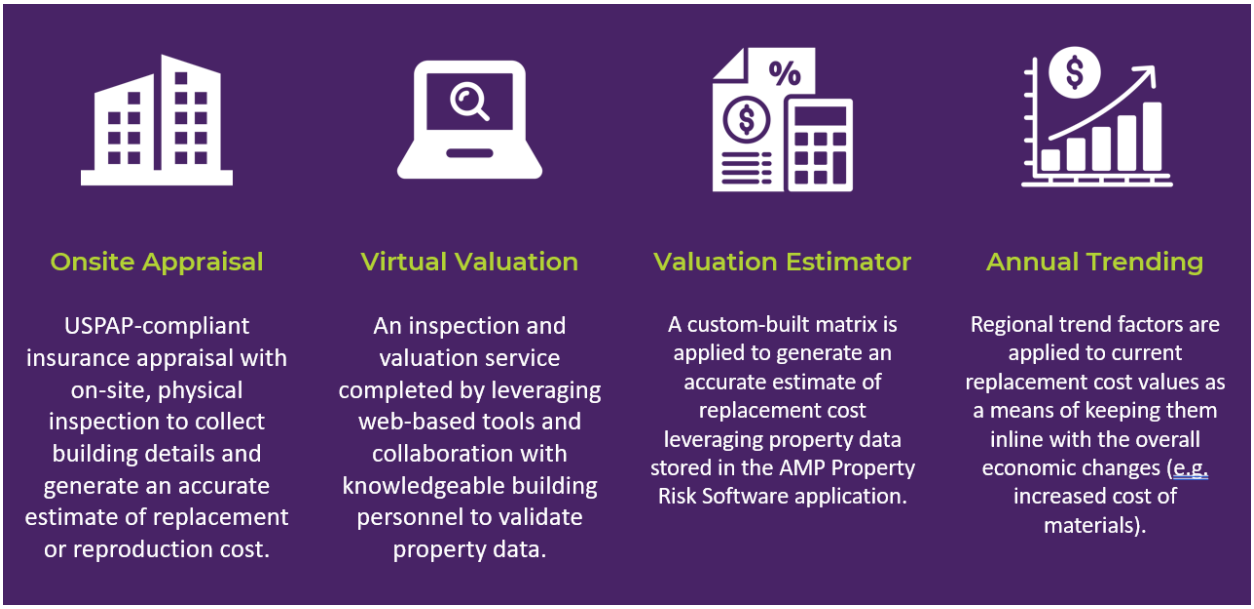
August 29, 2025

1. About Centurisk

Centurisk is a wholly owned subsidiary of Constellation Software Inc. (Constellation), a leading, global provider of software and services to organizations in the public and private sector. Constellation acquires, manages, and grows industry-specific software companies that provide specialized, mission-critical solutions to address the unique needs of their customers. Constellation is publicly traded on the TSX under the symbol CSU. For the fiscal year ending December 31, 2024, consolidated revenues exceeded US $10 Billion.

Our risk management roots are in property insurance valuation services but relationships with our customers, understanding the evolving property risk management landscape, and a drive to be more innovative led Centurisk to enter the risk management software market over two decades ago. Currently, our property risk management solution, featuring a combination of our RiskStar Property Risk Management software and onsite appraisal services, is unrivaled in the marketplace.

Considering our individual customer's needs and resources, Centurisk offers various levels of valuation service to address 100% of property values within a wide range of budgets.



Our combination of valuation consultants and state-of-the-art technology offers innovative and cost-effective services for initial and long-term solutions associated with property insurance and risk management.



Financial Stability

As part of the Constellation family of companies, we offer financial stability and an unmatched reputation.



Public Entity Specialists

Having worked with over 100 public sector risk pools, we are truly public entity specialists. It's where we thrive.



A Complete Solution

While many pools have similar goals, their needs can be unique. We offer a dynamic solution to address your complete SOV.



Continuous Innovation

As you evolve, so do we. Working with our customers to produce innovative new solutions is what we love to do.



Commitment to Quality

When our customers rely on us, we don't like to let them down. We are committed to providing quality work and accurate values.



A True Partnership

With a dedicated customer success manager, our team becomes an extension of yours. We're with you every step of the way.

2. Experience

Centurisk is confident in our ability to respond to the current and future needs of our customers by providing professional and accurate data collection, valuation estimates, and supplemental data needed for underwriting.

OUR CUSTOMERS CONFIDENTLY SELECT CENTURISK AS THEIR PARTNER FOR THE FOLLOWING REASONS:

- Our project team consists of **full-time employees** (no-subcontractors) and professional valuation consultants associated with the American Society of Appraisers. Our team specializes in providing property valuation services to government entities.
- Centurisk takes pride in being true public entity specialists, generating over ninety percent of our annual revenue serving public entities, **88 pooling groups and states nationwide.**
- Centurisk is the technology pioneer in asset management and property valuation solutions. Centurisk developed a comprehensive proprietary web-based property management system (**RiskStar™**) to provide our clients with the ability to manage, report, and perpetuate valuation data.
- **Quality Assurance & Project Management** - Centurisk has created internal project management standards which ensure consistent application of property data collection, valuation methodology and deliverables of draft and final reports. To ensure complete transparency of the project status and billing, Centurisk has developed a proprietary project management and communication tool. This tool provides our customers with 24/7 accessibility for real-time updates.
- Centurisk maintains professional affiliations with national insurance associations including the State Risk and Insurance Management Association (STRIMA), Association of Governmental Risk Pools (AGRIP), Public Risk Management Association (PRIMA) and the Risk and Insurance Management Society (RIMS).

CURRENT STATE & RISK POOL CUSTOMERS



2024 Centurisk - Proprietary & Confidential

Current States Served (9):

- State of Connecticut Insurance & Risk Mgmt. Board*
- State of Georgia Risk Management Services*
- State of Kentucky Risk & Insurance Services***
- State of Louisiana Office of Risk Management*
- Montana Risk Management & Tort Defense
- North Dakota Insurance Department*
- State of Ohio Office of Risk Management *
- South Carolina Insurance Reserve Fund *
- State of West Virginia BRIM***

Current Risk Pools Served (79):

- Alabama County Commissioners Association*
- Alaska Public Entities Insurance Pool
- Arizona Counties Insurance Pool
- Association of County Commissioners of Georgia*
- Association of County Commissioners of Oklahoma*
- Association of Arkansas Counties RMS*
- Association of Washington Cities Risk Management Services Agency*
- Bay Cities Joint Powers Insurance Authority
- Central Ohio Risk Management Association *
- Colorado School Districts Self Insurance Pool
- County Reinsurance Limited (CRL)*
- Delaware Valley Insurance Trust *
- Florida College System Risk Management Consortium*
- Florida Insurance Alliance*
- Keenan & Associates (25)
- Lexington-Fayette Urban County Government *
- Local Government Insurance Pool
- Middle Cities Risk Management Trust*
- Midwest Public Risk*
- Maryland Association of Boards of Education *
- Mississippi Association of Supervisors Insurance Trust*
- Mississippi School Boards Association*
- Nevada Public Agency Insurance Pool *
- New Hampshire Public Risk Management Exchange
- New Jersey MEL Joint Insurance Fund (8)
- NLC Mutual Insurance Company*
- North Carolina Association of County Commissioners *
- Northern California Cities Self Insurance Fund
- Park District Risk Management Agency *
- PennPRIME Insurance Trust *
- Preferred Governmental Insurance Trust *
- Public Entity Risk Management Authority
- Public Risk Insurance Agency *
- Rhode Island Interlocal Risk Management Trust*
- San Mateo County Insurance Group
- Self-Insured Schools of California *
- South Carolina Association of Counties
- South Carolina School Boards Insurance Trust *
- Susquehanna Conf. of the United Methodist Church
- Texas Association of Counties*
- Texas Municipal League Intergovernmental Risk Pool**
- Tuolumne Joint Powers Authority
- Vector Control Joint Powers Authority*
- Ventura County Schools Self-Funding Authority *
- Washington Counties Risk Pool *
- Washington Schools Risk Management Pool *
- Wisconsin County Mutual Insurance Corporation*

** AMP Risk Management Software User*
*** Pilot Project Underway*
**** Risk Management Information System User*

3. On-Site Property Valuation Services

The goal of an on-site valuation is to physically inspect and appraise select buildings/structures to obtain uniform and reliable insurance values for insurance placement and allocation of premiums. The resulting data will provide current insurable values, enhanced COPE data, proof-of-loss documentation, as well as the basis for underwriting and insurance premiums. The proposed services will be performed in accordance with industry-wide appraisal standards (USPAP – Uniform Standards of Professional Appraisal Practice).

A. Project Approach & Work Plan

The core of success in a property appraisal project begins at the front-end, and by way of dialogue, a truly customized project plan is developed to meet the specifications and needs of the customer. Our approach is not a template and is catered towards not only client requests, but by way of our experience and expertise.

PROJECT KICKOFF MEETING

Our project team will hold a comprehensive project-planning meeting with member representatives in advance of the onsite fieldwork. We advise that members of the administrative, risk management and facilities staff or other directly involved personnel attend this meeting. Topics of discussion include confirmation of project scope and time frames, the physical appraisal schedule, accessibility to buildings, and contacts for each Member. This meeting lays the foundation for the methods and procedures used during the on-site fieldwork.

CUSTOMER EXPECTATIONS

Centurisk believes that clients retain our services with the expectation that Centurisk staff, as paid professionals, and consultants, will perform the necessary tasks with the highest level of industry professionals to successfully complete the project on time. We do view our clients as active participants and anticipate their assistance with the following:

- **Pre-Project Planning and Scheduling** – Centurisk will identify key items to have prepared for the project kickoff meeting. We ask that you prepare and distribute a memo to all locations receiving an appraisal announcing the project and give the general purpose and time frame.
- **Availability of Existing Building Records** – Centurisk will utilize existing records, as provided by the members. Blueprints, for example, can aid in the accuracy of calculating square foot area. Direct construction costs from Members are another source of valuable information we collect.
- **Access to All Sites** – Centurisk appraisers will be granted access to all sites and buildings based on a mutually agreed upon appraisal schedule.

PROJECT CLOSEOUT MEETING

Upon completion of the on-site investigation, the Centurisk project manager will conduct a final close-out meeting with your staff. The focus is to ensure that all sites and properties have been accounted for and to answer any questions that you might have. This is also the time at which your staff should

ensure that they have transferred all client supplied data to the project manager. Later delivery of data could delay final report processing.

PROJECT WORK PLAN

A. Project Planning Meeting	
Project Planning	Review deliverables
	Discuss scheduling/timing
	Obtain current list of contacts
	Establish Smartsheet project management tool
	Review current SOV
	Receive memo of introduction
	Grant access to all sites
	Review deliverable and approval process
B. Site Inspection	
Physically inspect each site/building/contents	GPS coordinates per building
Generate square footage	Building address
Collect COPE data	Building Services (HVAC)
Building digital photo	Fire/Alarm systems
C. Office Valuation	
Develop insurable value	Review draft reports
Review contractors break down (new construction)	Review variance report
Produce draft reports	Note reason for significant variance in value
Produce variance report	Management review (values, data, USPAP)
D. Report Preparation	
Draft Report	Review draft reports
	Review variance report with explanations
Deliverable	Summary report (pdf)
	Variance report (pdf)
	Detail report (pdf)
	Master data file

B. General Buildings & Structures

The basis for valuations of each building lies in the data recorded. A description for each building will be established, depicting Construction, Occupancy, Protection and Exposure (COPE) data to be included on the insured property as it is related to loss prevention and valuation.

Single digital images will be prepared for each building and integrated into the final reports. Each building will either be physically measured, square footage verified through a review of blueprints, measured using satellite imaging, or included based on information provided. Additionally, a complete physical address will be recorded, and all buildings will be assigned a unique identification number.

Water & Sewer Treatment

Centurisk' approach to valuing wastewater facilities is performed on an itemized building and/or by process basis. The fieldwork will begin with a meeting between the project team and the plant manager or other delegate. The following is verified:

- Available blueprints/site map/process summary
- Plant design capacity – measured in "million-gallon capacity per day treated" MGD
- Plant original construction and addition's date
- Any "contractors cost breakdowns" for construction – (original or additions)

COMMON PROCESSES & STRUCTURES



- Headworks (Influent Pump Station)
- Clarifiers (Primary, Intermediate, Secondary)
- Aeration Tanks/Ponds/Basins
- Gravity Thickeners/Dewatering Buildings
- Digesters
- Filters (Trickling, Biological, UV etc.)
- Sludge Drying
- Beds/Lagoons/Incinerators
- Laboratories
- Ozone Structures
- Chlorine Contact Structures
- Blower Buildings
- Pump Stations / Equipment Galleries

RESERVOIRS & WATER CONTAINMENT STRUCTURES

- Type(concrete/steel/above-ground/in-ground)
- Capacity
- Construction Date & Cost

PUMP HOUSES, LIFT STATIONS, & WELLS

- Structure type, size/depth, services, & features
- Itemized equipment (type, capacity)

C. Historical Properties

Buildings registered as historical with the National Register of Historic Places will be valued based on reproduction cost which will include identifying and appraising components of the subject building, utilizing a segregated cost approach to determine valuations on material that is like-kind as well as function. Specialty attributes will be taken into consideration and valued in terms of reproduction as it relates to the subject building. LFUCG will assist in providing information on which buildings require reproduction cost/historical valuations.

D. Data Collected

PRIMARY CONSTRUCTION, OCCUPANCY, PROTECTION, & EXPOSURE DATA (COPE)

- Occupancy Type
- Construction/ISO Class
- Frame Type
- Number of Stories
- Condition
- Roof Shape
- Roof Pitch
- Roof Strapping
- Roof Type
- Exterior Walls
- Year Built
- Foundation/Footing
- Square Footage
- Ceiling
- Partitions/Interior Walls
- Updates (Roof/Bldg.) Yr.
- Heating/Cooling Systems
- Flooring
- Electrical/Plumbing
- Elevators
- Identify Protection Systems
- Additional Features
- GPS Coordinates
- Flood Zone Classifications

ISO / CONSTRUCTION CLASSIFICATIONS

One of the primary goals of underwriting for property insurance is determining the risk of fire. One of the main considerations in making that determination is assigning the proper construction class. Properly identifying the construction class can help the underwriter understand the construction type and rate the risk more accurately. Centurisk reports will include ISO classes 1-6, as defined by the Commercial Fire Rating Schedule (CFRS) defined in terms of the Marshall and Swift construction classes.

ISO CLASS	M&S CLASS	DESCRIPTION
1	D	**Frame/Combustible** (wood walls and roof)
2	C	**Joisted Masonry** (free standing masonry shell flammable roof)
3	S	**Noncombustible** (light steel construction)
4	C	**Masonry Noncombustible** (free standing masonry walls with noncombustible floors and roof)
5	A	**Modified Fire Resistive** (noncombustible, 1-hour fire rating)
6	B	**Fire Resistive** (noncombustible, 2-hour fire rating)

E. Flood Zone Designations

Flood Zone designations are based on GPS coordinates and mapped via satellite by a provider including E&O coverage. Identifying flood zones based on address can lead to an incorrect designation as many sites include multiple acres and multiple flood zones. In some cases, the flood zone intersects the structure, and this must be represented, or an incorrect designation may be applied, particularly when only using a physical address as the determining factor. Centurisk subscribes to FEMA updates as it relates to flood zone updates and maintains a strong relationship with a geo-mapping group to support zone designations and provide our clients with the accuracy required in this category.

F. Valuation Methodology

Our investigation of each property will follow generally accepted valuation techniques and standards, incorporating various sources to develop cost conclusions for each building. Sources include price lists, trade journals, industry publications, pricing subscription services, as well as direct cost research. It is an ongoing task to identify and continuously substantiate values. Multiple sources of value exist, but to rely on only one can be limiting as they all have positive points to be reflected. Sources of construction cost information include, but are not limited to:

- Internally developed proprietary water/wastewater treatment plant valuation guide
- Direct cost information from recent projects
- Inquiries with local contractors and architects
- US Department of Labor – Bureau of Labor Statistics
- Core Logic (formerly Marshall and Swift / Boeckh)
- RS Means Construction Cost Index
- Reed Construction Data
- Previous Centurisk valuation data

DEFINITIONS OF VALUE

REPLACEMENT COST NEW - Cost of Replacement New is the amount required to reproduce a property entirely at one time, as of a specific date, in like size, kind and quality and in accordance with current market prices for labor, materials, manufactured equipment, contractors overhead, profit and fees, but with no provisions for overtime or bonuses, or for premiums for materials and equipment. In determining replacement cost new, Centurisk will not consider costs associated with demolition of property, debris removal, or partial loss into our analysis.

This methodology takes local wages and material costs into account, as well as specific structural attributes and current construction code that will cause an increase or decrease in base value such as sprinkler systems, elevators, exterior wall adjustments, actual building occupancy, and quality of construction as related to industry standards.

INSURANCE EXCLUSION - Insurance Exclusion is a provision in an insurance contract describing property, or types of property, which are not covered by an insurance policy. The insurance exclusion amount is deducted from replacement cost to arrive at an insurable value, specific to each structure.

ACTUAL CASH VALUE - Actual Cash Value is the Replacement Cost Value less depreciation.

COST OF REPRODUCTION NEW (HISTORICAL PROPERTIES) - Cost of Reproduction New is the amount required to reproduce a duplicate or replica of the entire property at one time in like kind and materials, in accordance with current market prices for materials, labor and manufactured equipment, contractor's overhead, profit, and fees, but with no provisions for overtime, bonuses for labor, or premiums for material.

BUILDING CONTENTS (MODELING APPROACH) - Content values will be included based on the "modeling approach" that was developed to meet the valuation needs of our customers without the need for a detailed inventory. Centurisk utilizes computer models of building types and their contents based on data gathered from thousands of valuations over the past several years.
We will estimate the value of contents by taking the square foot equipment value of a like facility and applying it to the calculated area of the building. The "modeling approach" is unique in that a reliable replacement cost estimate of a building's contents can be generated without performing a lengthy and costly inventory.

G. Project Deliverables

CERTIFICATION LETTER

The certified valuation report will include the Letter of Certification, which will:

- Identify the property appraised
- State the purpose of the valuation
- Specify the valuation date
- Define the level of value sought and the premise of value employed
- Describe the nature of the property included and excluded
- Discuss the valuation investigation
- Indicate the factual data considered
- Present the conclusions of value (Replacement Cost unless otherwise ordered)
- Outline the qualifying and limiting conditions
- Include the signature of an authorized officer of the company

PRELIMINARY & FINAL REPORTS

Centurisk will utilize the RiskStar application to deliver all valuation reports. RiskStar will be used as the property data system of record and all data as a result of the valuations will be updated directly in the RiskStar application. This data will be available in real time as valuations are completed. In addition, the content inventory file and values will be uploaded into RiskStar to become part of the building record. RiskStar provides the ability to view, export, and manipulate valuation reports in various formats including PDF, Excel, and HTML. The customer will have the opportunity to review the preliminary valuation results in RiskStar and approve the value of each structure. Upon approval, final reports can be generated.

4. Statement of Work

This statement of work covers the professional valuation services and products to be provided by Centurisk. This SOW confirms the understanding of the scope, objectives, services, deliverables, and work product for this project.

VALUATION SERVICES TO BE PROVIDED

- **On-Site Property Valuation Services ($100,000 Threshold)**

PROPERTIES TO BE INCLUDED

- **General Buildings & Structures**
- **Water & Wastewater Treatment Structures**
- **Building Contents (modeling approach)**

PROPERTIES TO BE EXCLUDED

- **Infrastructure, Underground Piping & Utilities, Licensed Vehicles, & Landscaping**

DATA TO BE COLLECTED

- **Primary Construction, Occupancy, Protection, & Exposure (COPE) Data**
- **Flood Zone Designations**

VALUES PROVIDED

- **Replacement Cost New**
- **Insurance Exclusion**
- **Actual Cash Value**
- **Cost of Reproduction New (Historical Properties)**
- **Building Contents (Modeling Approach)**

VALUATION DELIVERABLES

- **Appraisal Certification Letter**
- **Preliminary Reports (Delivered via RiskStar)**
- **Final Reports (Delivered via RiskStar)**
- **Data File**

5. Project Fee Schedule

Centurisk

QUOTE

TO: **LFUCG**
ATTN: **Michael Skidmore**
ADDRESS: 200 E. Main Street
Lexington, KY 40507

Quote Created: August 29, 2025
Valid Through: November 27, 2025

APPRAISAL/VALUATION SERVICES FEES					
SERVICE	**THRESHOLD**	**UOM**	**QTY**	**RATE**	**FEE**
On-Site Insurance Appraisal Services - 2025	$100K	Buildings	310	$129	$39,990.00
				TOTAL FEE:	**$39,990**

Notes:

** All fees quoted are in US Dollars and inclusive of all out-of-pocket expenses.*
** Centurisk will invoice seventy percent (70%) of the Service fees upon completion of the fieldwork portion of the project and the remaining thirty percent (30%) of fees upon delivery of the preliminary reports.*
** Fees above are estimates based on the existing client SOV. Final fees will be based on the actual number of buildings appraised during this engagement.*

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0868-25

File ID:	0868-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Police
				File Created:	09/08/2025
File Name:	Keeneland - Special Event Contract			**Final Action:**	

Title: Authorization to execute a Special Event Contract with Keeneland for the Lexington Police Department's annual Police Holiday Dinner for employees on Sunday, December 7, 2025. Cost for this event will be covered by the Citizen's Police Academy Alumni Association (CPAAA). No budgetary impact. (L0868-25)(Weathers/Armstrong)

Notes: RIO 9/10/2025. MS

Sponsors:		**Enactment Date:**	
Attachments:	Cover Memo - Keeneland - Special Event Contract.pdf, Keeneland - Special Event Contract.pdf	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Renita Happy	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0868-25

Title

Authorization to execute a Special Event Contract with Keeneland for the Lexington Police Department's annual Police Holiday Dinner for employees on Sunday, December 7, 2025. Cost for this event will be covered by the Citizen's Police Academy Alumni Association (CPAAA). No budgetary impact. (L0868-25)(Weathers/Armstrong)

Summary

Authorization to execute a Special Event Contract with Keeneland for the Lexington Police Department's annual Police Holiday Dinner for employees on Sunday, December 7, 2025. Cost for this event will be covered by the Citizen's Police Academy Alumni Association (CPAAA). No budgetary impact. (L0868-25)(Weathers/Armstrong)
Budgetary Implications: NO
Advance Document Review:

Law: Yes, Michael Sanner, August 26, 2025

Risk Management: No

Fully Budgeted: Cost for this event will be covered by the Citizen's Police Academy Alumni Association (CPAAA).

Account Number: N/A

Year Impact: N/A

Annual Impact: $ -0-

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

LAWRENCE WEATHERS
CHIEF
LEXINGTON POLICE DEPT.

TO: Mayor Linda Gorton
Urban County Council

Lawrence B. Weathers

FROM: Chief Lawrence B. Weathers
Lexington Police Department

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: September 8, 2025

SUBJECT: Keeneland – Special Event Contract

Request
Authorization to accept the attached Special Event Contract with Keeneland.

Why are you requesting?
The attached Special Event Contract will allow for the Lexington Police Department to host our annual Police Holiday Dinner for employees on Sunday, December 7, 2025. Keeneland states that if the Lexington Police Department (Host's) fail to comply with the terms of this contract it may result in cancellation of the event. We are requesting Council Approval and Mayor Gorton to sign the attached contract.

What is the cost in this budget year and future budget years? Cost for this event will be covered by the Citizen's Police Academy Alumni Association (CPAAA).

Are the funds budgeted? Cost for this event will be covered by the Citizen's Police Academy Alumni Association (CPAAA).

File Number: - 0868-25

Director/Commissioner: **Lawrence B. Weathers, Chief**
Lexington Police Department

LBW/rmh

Keeneland Special Event Contract

This SPECIAL EVENT CONTRACT ("Agreement") is made and entered into effective as of the latest day and year written below, by and among Keeneland Hospitality, LLC ("Keeneland Hospitality"), located at 4201 Versailles Road, Lexington, Kentucky 40510 ("Premises"), and ("Host"), located at 150 E. Main Street Lexington, KY 40507 (each a "Party" and collectively the "Parties"). This Agreement contains the Parties' agreement with regard to the use of the Facility (as hereinafter defined) and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Host, Facility, and Event Information.**

Primary Contact	Address	Email Address	Telephone
Commander Chris Cooper	150 E. Main Street Lexington, KY 40507	ccooper@lexingtonpolice.ky.gov	W: (859) 425-2321
Additional Contacts	**Role**	**Email Address**	**Telephone**
Mayor Linda Gordon	Billing Contact	mayor@lexingtonky.gov	M: (859) 258-3100

Lexington Division of Police Holiday Party						
Date	**Time**	**Location**	**Function**	**#**	**Room Rental**	**Minimum**
Sun, 12/07/2025	12:00pm-5:00pm	G4: Stakes Lounge / G4: Lexington/Kentucky Room	Lunch	800	$10,000.00	$84,000.00

EVENT DEADLINES, PAYMENTS, AND DUE DATES

Event Date	12/07/2025
Facility Rental Fee	$10,000.00
Food and Beverage Minimum	$84,000.00
Reservation Deadline	08/25/2025
Initial Deposit	$500.00
50% of Estimated Balance Due By:	11/07/2025
Proof of Certificate of Insurance Due By:	11/07/2025
Signed Food and Beverage Agreement Due By:	11/07/2025
Initial Guest Count Due By:	11/23/2025
Estimated Payment in Full Due By:	11/23/2025
Final Guest Count Due By:	11/30/2025

Notes
Rental of $10,000 Reduced to $500 per Keeneland Association. Food and Beverage Minimum of $84,000 Waived per Keeneland Hospitality. Client permitted to bring in their own food and beverage.

2. **Facility.** Keeneland Association, Inc. will permit the use by Host of the Facility on the "Event Date" (as set forth in Paragraph 1) under the supervision of Keeneland Hospitality, and Keeneland Association, Inc. shall have no other obligation to Host under this Agreement. The "Facility" shall include such grounds on

Keeneland Association, Inc.'s Premises as designated by Keeneland Association, Inc., in its sole discretion, including without limitation grounds for vehicular parking. Host accepts the Facility in "AS IS" condition. Keeneland Association, Inc. has no obligation to alter or change any of its physical facilities as a condition of or consideration for this Agreement.

3. **Renovations.** At times, Keeneland Association, Inc. may, in its sole discretion, upgrade or renovate all or any part of its Premises. Renovations, remodeling, or other construction plans may necessitate moving a planned Event from one facility to another, which shall not constitute grounds for termination of this Agreement. In such a case, Keeneland Hospitality may re-locate the Event to another portion of the Premises if the Facility is unavailable, in Keeneland Hospitality's sole discretion, due to a remodeling or renovation project. If this happens, Host will be notified of this situation as soon as possible and adjustments will be made to accommodate the Event, in Keeneland Hospitality's sole discretion.

4. **Availability and Event Confirmation.** The "Initial Deposit" (as set forth in Paragraph 1) and signed Agreement must be returned to Keeneland Hospitality by the "Reservation Deadline" (as set forth in Paragraph 1). The availability of the Facility for a tentative event is not confirmed, and the Agreement is not accepted by Keeneland Hospitality until the Initial Deposit and Agreement, executed by Host, are returned to Keeneland Hospitality prior to the Reservation Deadline and executed by a representative of Keeneland Hospitality. Should another group request to host a conflicting event at the Facility prior to the Reservation Deadline and prior to Keeneland Hospitality's receipt of the Initial Deposit and Agreement executed by Host, Host will be notified of the conflicting request within a reasonable time after the conflicting request is made. Upon receipt of the notice regarding the conflicting event, Host will have three (3) business days to submit the Initial Deposit and the Agreement, executed by the Host, in order to reserve the Facility for the Event.

5. **Initial Deposit and Payment Terms.** The Initial Deposit and any applicable taxes are due upon execution of the Agreement by Host. **This signed Agreement and payment or authorization of payment (as provided below) of the Initial Deposit should be returned to the attention of Keeneland Hospitality's Special Events Department – Accounts Receivable by the Reservation Deadline.** In no event shall the Initial Deposit be refunded; moreover, any Event cancelled within thirty (30) days of the Event Date is not subject to a refund of any amounts paid or owed in excess of the Initial Deposit and due prior to cancellation. Additional payments are due as follows:

a. Fifty percent (50%) of the remaining balance ("Estimated Balance"), including, without limitation, the "Food and Beverage Minimum" (as set forth in Paragraph 1), the "Facility Rental Fee" (as set forth in Paragraph 1), all food and beverage charges, taxes, rental or service fees, and any other charges or fees as provided in this Agreement (collectively, the "Charges") is due thirty (30) days prior to the Event Date.

b. The remaining portion of the Estimated Balance (including, without limitation, all Charges) is due fourteen (14) days prior to the Event Date provided, however, that notwithstanding anything herein to the contrary, Host will be invoiced for all sums in excess of the Food & Beverage Minimum and any other Charges that may be due and owing after the Event, including, without limitation, any fees that may be owed pursuant to Paragraphs 5, 7, 9, 10, 11, and 12 hereof. **The Host shall pay all invoices received after the Event within ten (10) days of receipt of the invoice.**

All amounts due under this Agreement (including, without limitation, all Charges) shall be billed to Host by Keeneland Hospitality. Keeneland Hospitality accepts cash, check or the following credit cards for payment: Visa, MasterCard, American Express, and Discover. Keeneland Hospitality will supply a credit card authorization form for credit card payment, which must be completed by Host. **A 3% credit card processing fee will be applied to all credit card payments. Payments executed via check should be made payable to Keeneland Hospitality, LLC.Therewillbeaservicecharge of $35forallreturnedchecks. All Charges not paid within thirty (30) days shall be subject to interest accruing at the rate of 1.5% per month, or the highest rate permitted by law, until paid. Keeneland Hospitality, in its sole discretion, reserves the right to escalate the above payment schedule, and reservesthe right to chargethe credit card on fileforall amounts due.**

6. **Food and Beverage Service.** Keeneland Hospitality is the exclusive caterer for all Keeneland

Association, Inc. facilities. No food or beverage (alcoholic or otherwise) shall be brought into the facilities by patrons or attendees from outside sources without the express written permission from Keeneland Hospitality. Keeneland Hospitality is responsible for the administration, sale and service of alcoholic beverages in accordance with Kentucky A.B.C. laws. Therefore, Keeneland Hospitality must supply all alcoholic beverages. In addition, only Keeneland Hospitality staff (managers, servers and bartenders) shall be allowed to dispense alcoholic beverages. Keeneland Hospitality reserves the right to request proper identification of any guest and to refuse service to anyone. Credit may not be extended for payment of alcoholic beverages and must be paid on or before the day of service by credit card or cash. Toensure compliance with the Kentucky Department of Health food handling regulations, all food must be consumed on the Premises during the contracted time. Food items or beverages (alcoholic or otherwise) may NOT be removed from the Premises.

Keeneland Hospitality is responsible for the recruiting, conduct, hiring and training of all personnel involved with the catering service at the Event. Host and Keeneland Hospitality will meet as necessary and appropriate to choose catering options suitable to the Host and available per Keeneland Hospitality's offerings.

By signing this Agreement, Host understands Keeneland Hospitality will charge the Food and Beverage Minimum (as set forth in Paragraph 1). The Food and Beverage Minimum is an estimate of the total charges due for food and beverage service. The total charges for food and beverage service may exceed the Food and Beverage Minimum and shall be calculated pursuant to the following paragraph; provided, however, notwithstanding anything herein to the contrary, Host shall in all cases be liable at least for the Food and Beverage Minimum. Except as otherwise provided in the following paragraph, all pricing is subject to change unless a signed food and beverage agreement, with menu choices, is on file with Keeneland Hospitality. In addition to the Food and Beverage Minimum, a service charge of 22% and Kentucky 6% sales tax will be applied.

Keeneland Hospitality must receive Host's confirmed number of guests who will be in attendance ("Initial Guest Count") for each meal function in writing (mail, fax or e-mail) no later than 12:00 p.m. fourteen (14) days prior to the Event. The final confirmed number of guests who will be in attendance ("Final Guest Count") must be made no later than 12:00 p.m. seven (7) days prior to the Event. **If no Final Guest Count is made by said date, then the Initial Guest Count shall be the Final Guest Count.** It is the responsibility of the Host to contact the Keeneland Hospitality Event Planner at the Keeneland Hospitality Special Events Office regarding event attendance. The Final Guest Count is the minimum number of guests for which Host will be charged for food and beverage service. In addition, the Final Guest Count can only increase in numbers from the Initial Guest Count, it cannot decrease. Notwithstanding anything herein to the contrary, Host will be charged for food and beverage service based on the Final Guest Count or the actual number of guests who areattendance, whichever is greater. Should an Event's attendance fall significantly below the Initial Guest Count, the proposed menu price may be subject to additional charges, in Keeneland Hospitality's sole discretion. Keeneland Hospitality has no obligation to serve any number of guests beyond the Final Guest Count. If Keeneland Hospitality determines such additional guests can be accommodated, the actual number of guests served will be billed and/or there may be menu substitutions, in Keeneland Hospitality's sole discretion.

7. **Use of Facility. Host agrees that the Facility will be used only for the Event indicated in Paragraph 1, and for no other purposes. Unless approved by Keeneland Association, Inc. or Keeneland Hospitality, absolutely no political gatherings are permitted, no admission charges or any other sums will be collected, and the general public will not be solicited for any Event**. Host agrees no one will park on the grass on the Premises and Host will ensure all those attending the Event drive cautiously on the Premises. Host shall be liable for any damage to the Premises, including, without limitation, any damage to the grass or landscaping. In addition, if the number of guests or invitees is expected to exceed, in Keeneland Hospitality's sole discretion, the number of available Facility parking spaces, unless otherwise agreed by Keeneland Hospitality in writing in advance of the Event, Keeneland Hospitality shall charge Host for all related parking and security expenses, which Host agrees to pay upon receipt of an invoice, as provided in Paragraph 5. The Host agrees to properly supervise any attending minor children and to adhere to any rules or directions imposed verbally by on-site management or staff from Keeneland Association, Inc. and/or Keeneland Hospitality. The lights at the Premises may only be turned off/on or altered by Keeneland Association, Inc. or Keeneland Hospitality staff. **No drones are permitted at or about the Facility or the Premises.**

8. **Decorations and Signage.** No existing décor may be altered or removed by Host or its agents or invitees without the advance written approval of Keeneland Hospitality. All decorations for the Event must be approved in advance by Keeneland Hospitality, which approval may be withheld in Keeneland Hospitality's sole discretion. Any decorations that could possibly damage the ceilings, walls or floors will not be allowed. Confetti, glitter, rice, birdseed and such other decorations Keeneland Hospitality determines, in its sole discretion, that might damage the ceiling, walls or floors are prohibited. Absolutely nothing is to hang or attach to the ceilings in any facility or netting in the Keene Barn without written permission from Keeneland Hospitality. No helium balloons are permitted in any Facility or on the Keeneland Association, Inc. Grounds. Host shall be solely responsible for the provision, setup/display, and removal of flowers, decorations, or other arrangements. For the avoidance of doubt, it is the Host's responsibility to remove any alterations, flowers and decorations and to return the Facility and the Premises to original condition immediately following the Event (unless Host has received written permission from Keeneland Hospitality allowing for a different deadline) as provided in Paragraph 10. Failure to do so may result in additional charges for repair, which Host agrees to pay upon receipt of an invoice from Keeneland Hospitality, as provided in Paragraph 5. The Host is responsible for the return of any item(s) that the Host has rented from outside vendors. Neither Keeneland Association, Inc. nor Keeneland Hospitality assumes responsibility for lost or damaged rental items rented by the Host.

9. **Tent Policy.** Except as required as set forth in this paragraph, tents are permitted with prior written approval of Keeneland Hospitality, which approval may be withheld in Keeneland Hospitality's sole discretion. If permitted, the placement of the tent must be approved by Keeneland Hospitality prior to the Event. If permitted, Keeneland Association, Inc. will mark all lines and provide guidelines to tent vendor. Additional fees may apply for tent placement, permits and/or rental fees or other charges, which Host agrees to pay upon receipt of invoice from Keeneland Hospitality, as provided in Paragraph 5. Host and tent vendor may be required to sign a separate tent agreement. Please note that notwithstanding anything herein to the contrary, at Keene Place, a tent will be rented by the Keeneland Hospitality Event Planner for any guest counts exceeding seventy-five (75), and such charges will be billed to Host. All tent rentals must be confirmed at least thirty (30) days prior to the Event. If requests are made subsequent to such date (herein, "late requests"), Keeneland Hospitality may (but is not required to) accommodate such late requests, and, if such accommodations are granted, Host agrees that any additional charges resulting from all such late requests shall be subject to a twenty percent (20%) late fee, which Host agrees to pay upon receipt of invoice from Keeneland Hospitality, as provided in Paragraph 5.

10. **Clean-Up.** Host shall leave the Facility and surrounding Premises as found initially and shall make all necessary arrangements for clean-up and removal of all decorations, signage and items not belonging to Keeneland Association, Inc. or Keeneland Hospitality. All furnishings shall be replaced to their original setup, and trash and rubbish shall be properly disposed of and placed in dumpsters provided and designated by Keeneland Hospitality.

11. **Damage to Facility or Premises or Property.** If any furnishings, the Facility, the Premises or any property of Keeneland Association, Inc. or Keeneland Hospitality are damaged as a result of activities during the Event or additional cleaning is necessary (i.e. shampooing carpet) as a result of activities at the Event, Host agrees to pay for cleaning fees and/or repair costs and/or replacement costs, as may be necessary, and will be invoiced for said fees and costs, as provided in Paragraph 5.

12. **Audio/Visual Equipment; Photographers/Videographers.** Host may rent limited audio/visual equipment at prevailing rates. All audio/visual equipment (including, without limitation, podiums, microphones and screens) requests must be confirmed at least **thirty (30)** days prior to the Event. If requests are made subsequent to such date (herein, "late requests"), Keeneland Hospitality may (but is not required to) accommodate such late requests, and, if such accommodations are granted, Host agrees that any additional charges resulting from all such late requests shall be subject to a twenty percent (20%) late fee, which Host agrees to pay upon receipt of invoice from Keeneland Hospitality, as provided in Paragraph 5. Late requests are not guaranteed. Hosts are permitted to bring in audio/ visual equipment for an Event but only with prior written approval from Keeneland Hospitality, which approval may be withheld in Keeneland Hospitality's sole discretion. Should Host provide audio visual equipment and require assistance, Host agrees to pay an engineering fee, which will be invoiced by Keeneland Hospitality after the Event, as provided in Paragraph 5. Photographers and/or videographers may attend the Event, and take pictures and video, as arranged by Host; provided, however, that no photographers, videographers, Hosts, guests, vehicles, or objects may be on the track or other highly sensitive

areas as designated by Keeneland Hospitality, in its sole discretion, at any time. Notwithstanding anything herein to the contrary, Keeneland Hospitality reserves the right to instruct photographers and/or videographers as to appropriate locations from which pictures and videos may be taken. Furthermore, Keeneland Hospitality reserves the right to ask any photographers and/or videographers who violate these rules either to correct the violation immediately or to leave the Premises.

13. **Consent to Use Images for Promotional Purposes.** As used herein, "Image" refers to any photograph or other still image captured, taken, created or produced at or in connection with the Event. Host, on behalf of itself, employees, agents and contractors (collectively, the "Host Parties") hereby authorizes Keeneland Association, Inc., Keeneland Hospitality, and their respective affiliates, subsidiaries, employees, agents and contractors (collectively, "the Keeneland Parties") on a non-exclusive, worldwide, perpetual basis to use, reproduce, distribute, display, publish and create derivative works from (collectively, "Use") any Image for the purpose of advertising, marketing and promoting Keeneland Association, Inc. and its services. Host grants these rights as an inducement to Keeneland Association, Inc. and Keeneland Hospitality to enter into this Agreement and will receive no compensation for Keeneland Parties' Use of any Image. Host waives any right to inspect or approve Keeneland Parties' Use of any Image. Host represents and warrants that, where an Image is not produced by a Keeneland Party, such Image is Host's own original work or that Host has obtained all permissions necessary to grant the rights described herein from the authors or copyright owners of the Image. Host acknowledges that any Image produced by a Keeneland Party is and shall remain owned by such Keeneland Party or other copyright owner of such Image.

a. With respect to each identifiable individual appearing in each Image (each a "Subject"), Host represents and warrants that each Subject has consented to the rights granted herein, as well as Keeneland Parties' Use of the Subject's name and biographical information for the purpose of providing a description or caption for any Image; and that each Subject understands that he or she will have no right to compensation for Keeneland Parties' Use of any Image or the right to inspect or approve such Use.

b. Host hereby agrees to indemnify, defend and hold harmless the Keeneland Parties, their affiliates and employees, trustees, officers, agents and contractors from and against any claims, losses and expenses (including reasonable attorney's fees) arising in connection with (1) Host's breach of any representations or warranties set forth in this Paragraph 13; and (2) any third party claim relating to Keeneland Parties' Use of any Image, including without limitation claims of defamation, invasion of privacy, and infringement of moral rights, rights of publicity and privacy, copyright, trademark or any other intellectual property or proprietary right.

14. **Smoke-Free Facilities.** All Keeneland Association, Inc. facilities are smoke-free. Absolutely no smoking will be permitted inside the Facility or under any roofed area, or on a balcony or patio.

15. **Authorization.** Host represents and warrants that it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person or entity, and further warrants the individual signing on behalf of Host is authorized to sign on the Host's behalf and bind the Host in all respects.

16. **Compliance with Laws.** Host shall at all times abide by all federal, state and local rules, regulations and standards with respect to the Event.

17. **Assignment and Subletting.** Host shall not sublet the Facility or the Premises or any part thereof, or assign its rights hereunder, without prior written consent from Keeneland Hospitality. Should Keeneland Hospitality provide said consent, Host shall remain responsible for compliance with all terms of this Agreement.

18. **Relationship.** In the performance of this Agreement, Keeneland Association, Inc., Keeneland Hospitality and Host shall be independent contractors and shall not be deemed to be partners, joint ventures nor parties to any employer/employee or principal/agent relationship or common enterprise.

19. **Insurance. Host shall provide and/or maintain commercial general liability insurance (or, in in the event Host is an individual as determined by Keeneland Hospitality in its sole discretion, general liability insurance) for bodily injury and property damage in a minimum amount of One Million Dollars ($1,000,000.00) per occurrence, and not less than Two Million Dollars ($2,000,000.00) in the aggregate.** Host's general liability insurance required hereunder shall provide that Keeneland Association, Inc. and Keeneland Hospitality are additional insured parties. Host's general liability insurance shall cover all activities of Host or Host's guests, specifically including but not limited to any and all claims arising from or incident to the service or consumption of alcohol. Host shall provide Keeneland Hospitality proof of the aforementioned insurance coverage in the form of one or more certificates of insurance at least thirty (30) business days before the date of the Event. The insurance policies must provide that Keeneland Association, Inc. and Keeneland Hospitality receive at least thirty (30) days prior written notice of any change, cancellation or reduction of such coverage.

20. **Inspection Rights; Damages; Indemnification.** Keeneland Association, Inc. and Keeneland Hospitality reserve the right, but not the obligation, to inspect and control any and all events on the Premises. Payment to repair or replace any damage to the Facility, Premises, any property and/or furnishings will be charged to the Host, pursuant to this Agreement, except for such damages caused by the gross negligence or willful misconduct of Keeneland Association, Inc., Keeneland Hospitality, or their respective entity's owners, shareholders, managers, partners, subsidiaries, affiliates, directors, officers, employees, representatives, contractors, and agents (collectively, the "Keeneland Parties"). To the fullest extent permitted by Kentucky law, Host agrees to protect, indemnify, defend and hold harmless Keeneland Parties from and against any and all claims, liabilities, costs, expenses, suits, losses, damages, recoveries (including without limitation, reasonable attorneys' fees and disbursements) (collectively, the "Losses") arising out of or in connection with the Event or this Agreement, except for such Losses directly caused by the gross negligence or willful misconduct of Keeneland Parties. Losses include, without limitation, those related to accident, injury, loss of property or life to any person for any cause whatsoever while in, upon or about the Facility or relating to activities occurring on the Premises which cause said damage, injury or death at another place. Further, the Keeneland Parties will not be responsible for any missing, lost or stolen items. This section shall survive any termination or expiration of this Agreement.

21. **Force Majeure.** If Keeneland Association, Inc. and Keeneland Hospitality are unable to provide the Facility to Host on the Event Date due to a Force Majeure Event (as hereinafter defined), Keeneland Association, Inc. and Keeneland Hospitality may, but have no obligation to, permit Host to choose an alternate date to host the Event ("Alternate Event Date"). If Host chooses an Alternate Event Date that is acceptable to Keeneland Association, Inc. and Keeneland Hospitality, in their sole and absolute discretion, then the Alternate Event Date shall replace the Event Date for purposes of this Agreement, and all rights and obligations (including, but not limited to Host's obligations regarding payment) under this Agreement shall remain binding on the parties hereto. If (a) Keeneland Association, Inc. and Keeneland Hospitality choose not to offer an Alternate Event Date to Host; (b) Host does not elect to choose an Alternate Event Date; or (c) Keeneland Association, Inc., Keeneland Hospitality and Host cannot agree on an Alternate Event Date within 30 days of the Event Date, then this Agreement shall terminate and Keeneland Hospitality shall refund any portion of the Rental Fees, excluding the Initial Deposit, received by Keeneland Hospitality from Host pursuant to this Agreement. Notwithstanding anything contained herein to the contrary, Keeneland Association, Inc. and Keeneland Hospitality shall have no liability for any additional costs, expenses, or damages (over and above the Charges less the Initial Deposit) suffered by Host arising out of the rescheduling or cancellation of the Event pursuant to this Section. As used herein, "Force Majeure Event" means any event beyond the reasonable control of Keeneland Association, Inc. or Keeneland Hospitality, including, but not limited to (1) acts of God, (2) war, including armed conflict, (3) injunctions, strikes or labor disputes at Keeneland Association, Inc. or Keeneland Hospitality or in Central Kentucky, (4) pandemic, disease, or other public health outbreak at Keeneland or in Central Kentucky (specifically including, but not limited to SARS, Legionnaires, COVID-19), (5) government act, decision, regulation or advisory (including travel advisory warnings), (6) civil disturbance at Keeneland Association, Inc. or in Central Kentucky, (7) terrorism or threats of terrorism in the United States as substantiated by governmental warnings or advisory notices, (8) curtailment of transportation services or facilities which would materially affect attendees from attending the Event, (9) disaster, fire, earthquake, flood, tornado, or other casualty in Central Kentucky, (10) unseasonable extreme inclement weather in Central Kentucky, (11) shortages or disruption of the electrical power supply causing blackouts or rolling blackouts or other essential utilities in the Central Kentucky, or (12) any other cause reasonably beyond Keeneland Association, Inc.'s or Keeneland

Hospitality's control, regardless of whether such event is foreseeable at the time of execution of this Agreement.

22. **Cancellation.** Host's failure to comply with the terms of this Agreement may result in cancellation of the Event.

23. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affectthevalidity or enforceability of any other provision hereof, and any such invalid or unenforceable provision shall be deemed to be severable.

24. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties hereto with respect to the Event, and shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

25. **Choice of Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky, and the parties submit to the exclusive jurisdiction of the Fayette Circuit Court and waive any right to trial by jury.

26. **Descriptive Headings.** The descriptive headings of this Agreement are inserted for convenience only and shall not constitute a part of this Agreement.

27. **Alcohol Service Acknowledgement.** I agree that, in accordance with Kentucky ABC laws, neither Host nor anyone in Host's group will bring alcoholic beverages, or consume alcoholic beverages not otherwise provided by Keeneland Hospitality, on the property of Keeneland Association, Inc. I agree that neither Host nor anyone in Host's group will remove alcoholic beverages from the specific event location and travel across other areas of Keeneland Association, Inc. or leave Keeneland Association, Inc.'s premises. In addition, no alcohol may be used as party favors or gifts for any event, whether or not the intention is for the alcohol to be consumed at Keeneland Association, Inc.

I agree to the above paragraph (Please Initial) _____

IN WITNESS WHEREOF, the parties have hereunto set their hands effective as of the latest day and year written below.

HOST

_____

By: _____

Print Name: _____

Its: _____

Date: 08/11/2025

KEENELAND HOSPITALITY, LLC

_____

By: 

Date: 08/11/2025

Rev. 03-2025

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0869-25

File ID:	0869-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Environmental Quality
				File Created:	09/08/2025
File Name:	Citation Boulevard Phase IIIA- ROW Increase & Settlement Agreement -Trilogy & Oakbrook			**Final Action:**	

Title: Authorization to amend Resolution #466-2020(Citation Boulevard Phase IIIA), increasing the Right-of-Way maximum expenditures from $1,446,000 to $2,756,000, a total increase of $1,310.000 and to execute a Settlement Agreement with Oakbrook Properties, LLC and Trilogy Healthcare of Fayette III, LLC for acquiring the necessary Right-of-Way for the construction of the extension of Winburn Way and Citation Boulevard Phase III-A&B (Parcel 136-Citation Boulevard Phase IIIA). Funds are budgeted. (L0869-25)(Burton/Albright)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo Citation Boulevard Phase IIIA - ROW Increase - Trilogy Oakbrook - P136.docx, Trilogy Settlement Agreement (executed by Trilogy and Oakbrook) .1 . 4918-1041-0849.pdf, NEW-STAKE - DRAFT_Rev 11152024 Par 136 - Public Acquisition Plat-PAR 136.pdf, Trilogy - The Willows Utility Relocation (Revision1) - Signed.pdf	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Mackenzie Holt	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0869-25

Title

Authorization to amend Resolution #466-2020(Citation Boulevard Phase IIIA), increasing the Right-of-Way maximum expenditures from $1,446,000 to $2,756,000, a total increase of $1,310.000 and to execute a Settlement Agreement with Oakbrook Properties, LLC and Trilogy Healthcare of Fayette III, LLC for acquiring the necessary Right-of-Way for the

construction of the extension of Winburn Way and Citation Boulevard Phase III-A&B (Parcel 136-Citation Boulevard Phase IIIA). Funds are budgeted. (L0869-25)(Burton/Albright)

Summary

Authorization to amend Resolution #466-2020(Citation Boulevard Phase IIIA), increasing the Right-of-Way maximum expenditures from $1,446,000 to $2,756,000, a total increase of $1,310.000 and to execute a Settlement Agreement with Oakbrook Properties, LLC and Trilogy Healthcare of Fayette III, LLC for acquiring the necessary Right-of-Way for the construction of the extension of Winburn Way and Citation Boulevard Phase III-A&B (Parcel 136-Citation Boulevard Phase IIIA). Funds are budgeted. (L0869-25)(Burton/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: {Yes, Completed by Evan Thompson, 9/8/2025}

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 2610-303202-3251-91715

This Fiscal Year Impact: $1,310,000

Annual Impact: N/A

Project: CITWINBURN_2020

Activity: ENG_ROW

Budget Reference:

Current Balance: $2,190,618.70

MAYOR LINDA GORTON

LEXINGTON

Doug Burton
Director of Engineering

TO: Mayor Linda Gorton
Urban County Council

FROM: Doug Burton, Director
Division of Engineering

DATE: September 8, 2025

SUBJECT: Amendment of Resolution 466-2020 – Citation Boulevard Phase IIIA
Authorization to enter into a Settlement Agreement with Oakbrook Properties, LLC and Trilogy Healthcare of Fayette III, LLC (Parcel 136 – Citation Boulevard PHASE IIIA)

Request:
To amend Resolution No. 466-2020, increasing the Right-of-Way maximum expenditures from $1,446,000 to $2,756,000. This would be an increase of $1,310,000.

Council authorization to enter into a Settlement Agreement with Oakbrook Properties, LLC and Trilogy Healthcare of Fayette III, LLC for the necessary Right-of-Way for the construction of Citation Boulevard Phase IIIA (Parcel 136 – Citation Boulevard Phase IIIA). The Agreement will facilitate the Lexington Fayette Urban County Government taking legal title to a parcel of land containing 0.207acres for Fee Simple Right-of-Way and 3,495 Square Feet of Temporary Construction Easement. Oakbrook Properties, LLC and Trilogy Healthcare of Fayette III, LLC shall receive funds to relocate existing site facilities, utility service connections, out of the property that will be acquired.

Purpose of Request:
To acquire needed right-of-way from Oakbrook Properties, LLC for the construction of the extension of Winburn Way and Citation Boulevard Phase III-A&B.

What is the cost in this budget year and future budget years?
The cost for this FY is: $1,310,000
The cost for future FY is: No

Are the funds budgeted?

BA Pending from	91715-2610-303202-3251	Activity: CONSTRUCT
To Account:	91715-2610-303202-3251	Activity: ENG_ROW

File Number:

Director/Commissioner: Burton/Albright

Settlement Agreement

This Settlement Agreement ("the Agreement") is made as of the _____ day of _____, 2025, ("Effective Date") between the Lexington-Fayette Urban County Government ("LFUCG"); Oakbrook Properties, LLC ("Oakbrook"); and Trilogy Healthcare of Fayette III, LLC ("Trilogy") (collectively "the Parties").

WHEREAS, LFUCG brought suit against Oakbrook, Trilogy, and others pursuant to the Eminent Domain Act of Kentucky for property interests necessary for the expansion of Citation Boulevard in Lexington, Kentucky; and

WHEREAS, Oakbrook failed to object to LFUCG's right to take and was found in Default by the Fayette Circuit Court on the issue; and

WHEREAS, Trilogy filed a response disputing LFUCG's right to take; and

WHEREAS, an existing generator, main electric box, and related appurtenances and utilities exist in the area condemned which are required to be moved so that LFUCG may begin construction;

WHEREAS, due to the disputed nature of the claims at issue in the condemnation, the prospect of unpredictable results, and the necessity of coordination to ensure LFUCG may construct the project with little burden to Oakbrook and Trilogy, the Parties wish to make a full and final compromise and settlement of all claims and disputes between them related to the condemnation as of the Effective Date.

NOW, THEREFORE, in consideration of mutual agreements, covenants and provisions contained in this agreement the sufficiency and adequacy is hereby agreed to by the Parties, the Parties agree as follows:

(1) That Oakbrook and/or Trilogy shall perform the entire work outlined in the plans

attached hereto as Exhibit A, to move the generator, main electric box, and related appurtenances and utilities currently within the boundaries of the interests to be conveyed to LFUCG to new locations outside the boundaries of said interests, to the reasonable satisfaction of LFUCG.

(2) That LFUCG shall pay the maximum, total, and collective sum, not to exceed, Seven Hundred Ninety-Six Thousand Three Hundred Fifty-One Dollars and Zero Cents ($796,351.00), as follows:

a. Two Hundred Ninety-Eight Thousand One Hundred Seventy-Five Dollars and Fifty Cents ($298,175.50) on the closing date agreed between the Parties, which must occur within thirty (30) days after the Effective Date.

b. One Hundred Thousand Dollars ($100,000.00) within thirty (30) days after Oakbrook and/or Trilogy have begun construction in accordance with the plans attached hereto as Exhibit A. The determination regarding whether construction has commenced shall be made in LFUCG's reasonable discretion after review of all documentation provided by Oakbrook and/or Trilogy.

c. One Hundred Thousand Dollars ($100,000.00) within thirty (30) days after Oakbrook and/or Trilogy perform fifty percent (50%) of the entire work outlined in the plans attached hereto as Exhibit A. The determination regarding whether construction has reached fifty percent (50%) completion shall be made in LFUCG's reasonable discretion after review of all documentation provided by Oakbrook and/or Trilogy.

d. Two Hundred Ninety-Eight Thousand One Hundred Seventy-Five Dollars and Fifty Cents ($298,175.50) within thirty (30) days after Oakbrook and/or Trilogy performs the entire work outlined in the plans attached hereto as Exhibit A, to the reasonable satisfaction of LFUCG.

e. Oakbrook and/or Trilogy shall submit all necessary plans to LFUCG within sixty (60) days after the Effective Date. Oakbrook and/or Trilogy shall begin construction within thirty (30) days after receiving all necessary permits from LFUCG and any necessary utility. The parties agree that the work outlined in Exhibit A shall be completed within one hundred and eighty (180) days from the commencement of construction, with the possibility of up to two (2) thirty (30) day extensions thereafter for delays caused by factors outside the control of Oakbrook and/or Trilogy or their contractors. Additional thirty (30) day extensions may be granted at the sole discretion of LFUCG.

f. LFUCG shall work with its contractor to protect certain items within the boundaries of the property interests conveyed and agreed between the Parties from its construction activities. To the extent those items are disturbed, LFUCG shall require its contractor to restore said items to the same quality as existing prior to the commencement of construction activities. Oakbrook and Trilogy agree that any damages sustained by LFUCG's contractors under this subsection shall be limited by the remedy contained herein.

g. Upon approval by LFUCG of the final construction plans from Oakbrook

and/or Trilogy, the final plans shall replace Exhibit A for the purposes of this Agreement.

(3) Oakbrook and Trilogy shall determine, between themselves, how the aforementioned sums shall be split. LFUCG shall not be responsible for any additional payments to either party for the interests conveyed herein, or for cost overruns associated with the work by Oakbrook and/or Trilogy required under this Agreement, that are not provided in this Settlement Agreement. Prior to any payment provided by LFUCG, Oakbrook and Trilogy shall inform LFUCG, in writing signed by both parties, to which entity payment shall be directed and the roles and responsibilities of both Oakbrook and Trilogy in the performance of the work required hereunder, including the contact information of representatives from both Oakbrook and Trilogy responsible for project completion.

(4) At the closing described in Section (2)(a) above, Oakbrook shall execute a general warranty deed conveying the property interests herein described in Section 9, below, to LFUCG. The contents of said deed shall be to the reasonable satisfaction of LFUCG. LFUCG shall provide any necessary temporary easements to allow Oakbrook and/or Trilogy to perform the work described in Section 1.

(5) LFUCG shall dismiss its condemnation action upon final payment to Oakbrook and/or Trilogy as provided in Section 2 above.

(6) Each Party shall pay its own costs. Without limiting the foregoing, LFUCG shall not be responsible for payment of court costs, attorney's fees, or any costs associated with the condemnation action or this Settlement Agreement, borne

by Oakbrook or Trilogy.

(7) Oakbrook and/or Trilogy shall be responsible for obtaining any approvals or releases from those entities with an interest in the subject property, to the extent applicable.

(8) Oakbrook and Trilogy shall allow LFUCG any necessary reasonable access to monitor their performance under this Agreement.

(9) The property interests to be obtained by LFUCG pursuant to this Settlement Agreement are depicted on the attached Exhibit B and described, as follows:

FEE SIMPLE RIGHT-OF-WAY
(a portion of 1376 Silver Springs Drive)
Citation Boulevard Phase 3A Project
Parcel No. 136a

Parcel 136a - Proposed Right of Way

BEGINNING, at an iron pin set with identifier #3313, on the existing east right-of-way line of Silver Springs Drive, 53.78 feet right of Station 137+27.22 centerline of Citation\ Boulevard; thence along the existing east right-of-way line of Silver Springs Drive, North 13 degrees 29 minutes 59 seconds East, a distance of 11.13 feet to an iron pin set with identifier #3313, 42.71 feet right of Station 137+26.09 centerline of Citation Boulevard; thence with the existing east right-of-way line of Silver Springs Drive, along a curve to the right with a radius of 20.00 feet, an arc length of 33.17 feet, and a chord of North 61 degrees 01 minutes 04 seconds East, a distance of 29.50 feet, to an iron pin set with identifier #3313, 20.59 feet right of Station 137+46.25 centerline of Citation Boulevard; thence with the existing south right-of-way line of Citation Boulevard along a curve to the right with a radius of 976.50 feet, an arc length of 85.81 feet, and a chord of South 68 degrees 56 minutes 20 seconds East, a distance of 85.78 feet to an iron pin set with identifier #3313, 18.18 feet right of Station 138+33.66 centerline of Citation Boulevard; thence with the existing south right-of-way line of Citation Boulevard, South 66 degrees 25 minutes 17 seconds East, a distance of 242.48 feet to an iron pin set with identifier #3313, 20.97 feet right of Station 140+74.48 centerline of Citation Boulevard; thence with the existing south right-of-way line of Citation Boulevard along a curve to the left with a radius of 530.00 feet, an arc length of 102.90 feet, and a chord of South 71 degrees 59 minutes 00 seconds East, a distance of 102.74 feet to an iron pin set with identifier #3313, 20.87 feet right of Station 141+75.82 centerline of Citation Boulevard; thence with the

existing south right-of-way line of Citation Boulevard, South 77 degrees 32 minutes 43 seconds East, a distance of 141.51 feet to an iron pin set with identifier #3313, 12.42 feet right of Station 143+17.67 centerline of Citation Boulevard; thence with the existing south right-of-way line of Citation Boulevard along a curve to the right with a radius of 20.00 feet, an arc length of 31.57 feet, and a chord of South 32 degrees 20 minutes 12 seconds East, a distance of 28.39 feet to an iron pin set with identifier #3313, in the existing west right-of-way line of Asbury Lane, 29.96 feet right of Station 143+40.47 centerline of Citation Boulevard; thence with the existing west right-of-way line of Asbury Lane, South 12 degrees 52 minutes 20 seconds West, a distance of 7.10 feet to an iron pin set with identifier #3313, 37.00 feet right of Station 143+41.40 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way along a curve to the left with a radius of 963.00 feet, and arc length of 39.86 feet, and a chord of North 70 degrees 58 minutes 47 seconds West, a distance of 39.85 feet to an iron pin set with identifier #3313, 37.00 feet right of Station 143+00.02 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way, North 72 degrees 28 minutes 55 seconds West, a distance of 98.61 feet to an iron pin set with identifier #3313, 33.50 feet right of Station 141+99.78 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way along a curve to the right with a radius of 1533.50 feet, and arc length of 199.16 feet, and a chord of North 71 degrees 03 minutes 26 seconds West, a distance of 199.02 feet to an iron pin set with identifier #3313, 33.50 feet right of Station 140+04.98 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of- way, North 67 degrees 20 minutes 12 seconds West, a distance of 37.98 feet to an iron pin set with identifier #3313, 33.50 feet right of Station 139+67.00 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way, North 22 degrees 39 minutes 48 seconds East, a distance of 3.99 feet to an iron pin set with identifier #3313, 29.51 feet right of Station 139+67.00 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way, North 67 degrees 20 minutes 56 seconds West, a distance of 157.53 feet to an iron pin set with identifier #3313, 33.00 feet right of Station 138+10.07 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way along a curve to the left with a radius of 967.00 feet, and arc length of 61.98 feet, and a chord of North 68 degrees 01 minutes 02 seconds West, a distance of 61.97 feet to an iron pin set with identifier #3313, 33.00 feet right of Station 137+45.98 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way along a curve to the left with a radius of 14.92 feet, and arc length of 10.89 feet, and a chord of South 89 degrees 14 minutes 12 seconds West, a distance of 10.65 feet to an iron pin set with identifier #3313, 36.75 feet right of Station 137+35.65 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way along a curve to the left with a radius of 16.15 feet, and arc length of 15.13 feet, and a chord of South 41 degrees 29 minutes 10 seconds West, a distance of 14.59 feet to an iron pin set with identifier #3313, 50.26 feet right of Station 137+29.92 centerline of Citation

Boulevard; thence with the proposed Citation Boulevard right-of-way, South 14 degrees 38 minutes 44 seconds West, a distance of 3.29 feet to an iron pin set with identifier #3313, 53.54 feet right of Station 137+30.19 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way, North 75 degrees 37 minutes 49 seconds West, a distance of 2.82 feet to an iron pin set with identifier #3313, 53.78 feet right of Station 137+27.22 centerline of Citation Boulevard and the **TRUE POINT OF BEGINNING**, containing 8,980 square feet or 0.207 acres.

Being part of property conveyed to Oakbrook Properties, LLC in Deed Book 3865, Page 653 of record in the Fayette County Clerk's Office. The above-described parcel is conveyed in fee simple.

Temporary Construction Easement
(a portion of 1376 Silver Spring Drive)
Citation Boulevard Phase 3A Project
Parcel No. 136b

Parcel 136b - Temporary Easement

BEGINNING, at point in the existing east right-of-way line of Silver Springs Drive, 58.75 feet right of Station 137+27.74 centerline of Citation Boulevard; thence along the existing east right-of-way line of Silver Springs Drive, North 13 degrees 29 minutes 59 seconds East, a distance of 5.00 feet to an iron pin set with identifier #3313, 53.78 feet right of Station 137+27.22 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way line, South 75 degrees 37 minutes 49 seconds East, a distance of 2.82 feet to an iron pin set with identifier #3313, 53.54 feet right of Station 137+30.19 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way line, North 14 degrees 38 minutes 44 seconds East, a distance of 3.29 feet to an iron pin set with identifier #3313, 50.26 feet right of Station 137+29.92 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way along a curve to the right with a radius of 16.15 feet, and arc length of 15.13 feet, and a chord of North 41 degrees 29 minutes 10 seconds East, a distance of 14.59 feet to an iron pin set with identifier #3313, 36.75 feet right of Station 137+35.65 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way along a curve to the right with a radius of 14.92 feet, and arc length of 10.89 feet, and a chord of North 89 degrees 14 minutes 12 seconds East, a distance of 10.65 feet to an iron pin set with identifier #3313, 33.00 feet right of Station 137+45.98 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way along a curve to the right with a radius of 967.00 feet, and arc length of 61.98 feet, and a chord of South 68 degrees 01 minutes 02 seconds East, a distance of 61.97 feet to an iron pin set with

identifier #3313, 33.00 feet right of Station 138+10.07 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way, South 67 degrees 20 minutes 56 seconds East, a distance of 157.53 feet to an iron pin set with identifier #3313, 29.51 feet right of Station 139+67.00 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way, South 22 degrees 39 minutes 48 seconds West, a distance of 3.99 feet to an iron pin set with identifier #3313, 33.50 feet right of Station 139+67.00 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way, South 67 degrees 20 minutes 12 seconds East, a distance of 37.98 feet to an iron pin set with identifier #3313, 33.50 feet right of Station 140+04.98 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way along a curve to the left with a radius of 1,533.50 feet, and arc length of 199.16 feet, and a chord of South 71 degrees 03 minutes 26 seconds East, a distance of 199.02 feet to an iron pin set with identifier #3313, 33.50 feet right of Station 141+99.78 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way, South 72 degrees 28 minutes 55 seconds East, a distance of 98.61 feet to an iron pin set with identifier #3313, 37.00 feet right of Station 143+00.02 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way along a curve to the right with a radius of 963.00 feet, and arc length of 39.86 feet, and a chord of South 70 degrees 58 minutes 47 seconds East, a distance of 39.85 feet to an iron pin set with identifier #3313, 37.00 feet right of Station 143+41.40 centerline of Citation Boulevard; thence with the existing west right-of-way line of Asbury Lane, South 12 degrees 52 minutes 20 seconds West, a distance of 0.26 feet to a point, 37.26 feet right of Station 143+41.44 centerline of Citation Boulevard; thence with the existing west right-of-way line of Asbury Lane along a curve to the left with a radius of 330.00 feet, and arc length of 4.78 feet, and a chord of South 12 degrees 27 minutes 22 seconds West, a distance of 4.78 feet to a point, 42.00 feet right of Station 143+42.11 centerline of Citation Boulevard; thence with the proposed temporary easement line along a curve to the left with a radius of 958.00 feet, and arc length of 40.31 feet, and a chord of North 70 degrees 57 minutes 32 seconds West, a distance of 40.31 feet to a point, 42.00 feet right of Station 143+00.03 centerline of Citation Boulevard; thence with the proposed temporary easement line, North 72 degrees 28 minutes 55 seconds West, a distance of 98.49 feet to a point, 38.50 feet to the right of Station 141+99.69 centerline of Citation Boulevard; thence with the proposed temporary easement line along a curve to the right with a radius of 1538.50 feet, and arc length of 167.90 feet, and a chord of North 71 degrees 38 minutes 51 seconds West, a distance of 167.82 feet to a point, 38.50 feet right of Station 140+35.99 centerline of Citation Boulevard; thence with the proposed temporary easement line, North 66 degrees 23 minutes 27 seconds West, a distance of 210.85 feet to a point, 37.67 feet to the right of Station 138+27.32 centerline of Citation Boulevard; thence with the proposed temporary easement line, North 70 degrees 37 minutes 19 seconds West, a distance of 78.37 feet to a point, 41.91 feet to the right of

Station 137+45.80 centerline of Citation Boulevard; thence with the proposed temporary easement line along a curve to the left with a radius of 10.00 feet, and arc length of 16.53 feet, and a chord of South 62 degrees 00 minutes 42 seconds West, a distance of 14.71 feet to a point, 52.81 feet right of Station 137+35.43 centerline of Citation Boulevard; thence with the proposed temporary easement line, South 14 degrees 38 minutes 44 seconds West, a distance of 5.18 feet to a point, 57.97 feet to the right of Station 137+35.90 centerline of Citation Boulevard; thence with the proposed temporary easement line, North 76 degrees 30 minutes 01 seconds West, a distance of 7.73 feet to a point, 58.75 feet to the right of Station 137+27.74 centerline of Citation Boulevard and the **TRUE POINT OF BEGINNING**, containing 3,495 square feet.

Being part of property conveyed to Oakbrook Properties, LLC in Deed Book 3865, Page 653 of record in the Fayette County Clerk's Office.

(10) Cooperation and Conduct to Effectuate the Terms of this Agreement. The Parties shall cooperate with one another to effectuate the terms of this Agreement.

(11) Denial of Liability. The Parties agree that nothing contained herein, and no action taken by any Party with respect to this Agreement, shall be construed as an admission of liability or that LFUCG failed to follow the requirements of the Eminent Domain Act of Kentucky or relevant federal or state law.

(12) Notice. Any notice, demand, or request required or permitted to be given under the provision of this Agreement shall be in writing, including by email, and shall be deemed to have been duly delivered and received on the date of receipt of personal delivery and shall be addressed to the following addresses, or to such other address as any party may request in writing:

If to LFUCG:

Lexington-Fayette Urban County Government
Department of Law
c/o Evan P. Thompson
200 East Main Street, 11th Floor
Lexington, Kentucky 40507

If to Oakbrook or Trilogy:

Jon A. Woodall
McBrayer PLLC
201 East Main Street, Suite 900
Lexington, KY 40507

(13) No Claim Assignment. The Parties warrant and represent that they have not assigned any right, claim or cause of action of any kind relating to or concerning any issues or disputes asserted in the Litigation, or any agreements between any of the Parties, whether orally or in writing.

(14) Termination. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement due to default by either Oakbrook or Trilogy under this Agreement. LFUCG shall provide Oakbrook and Trilogy with at least thirty (30) days advance written notice and opportunity to cure prior to termination. Trilogy and Oakbrook may only terminate this Agreement based upon LFUCG's failure to timely pay as provided in Section 2. Trilogy and Oakbrook shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

(15) Miscellaneous.

a. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns, together with their respective division, parent and subsidiaries or affiliated corporations or entities. Oakbrook and Trilogy agree to provide a copy of this Agreement to all successors and assigns.

b. The Parties acknowledge that the covenants contained in this Agreement provide good and sufficient consideration for every promise, duty, release, obligation and right contained in this Agreement.

c. This Agreement embodies the complete agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior oral and written understandings, agreements, and arrangements between all of them, if any, relating to the subject matter hereof. This Agreement may be amended altered, modified or waived, in whole in in part, only in writing executed by all Parties, hereto. This Agreement may not be amended, altered modified or waived in whole or in part, orally.

d. It is further understood that this Agreement shall be governed by, construed, interpreted, applied, and enforced in accordance with the laws of the Commonwealth of Kentucky.

e. This Agreement may be executed in multiple counterparts or copies and/or on separate signature pages, any or all of which, when taken together, shall be deemed an original for all purposes and all of which, when taken together shall constitute one agreement.

f. The Parties agree to cooperate in taking all steps necessary to force full force and effect to this Agreement, and to execute all additional documents necessary to effectuate the terms and conditions of this Agreement.

g. The Parties agree and understand that terms of this Agreement are contractual and are not merely recitals and the Parties hererto intend to be and are hereby bound by its terms. The preamble to this Agreement is incorporated into this Agreement and becomes a material part of the Agreement.

h. The failure or delay on the part of any Party to exercise any rights, powers, or privileges hereunder shall not operate as a waiver thereof.

i. This Agreement does not create a contractual relationship with or right of action in favor of a third party against any of the Parties.

j. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

k. The Parties agree that this Agreement shall be construed as if the Parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one Party and in favor of the other.

l. If any term condition, or covenant contained in this Agreement is for any reason found null, void, or otherwise unenforceable, that portion of this Agreement shall be treated as severed and the remainder of this Agreement will remain in full force and effect as if the severed portion were never contained herein. However, this paragraph does not apply to any material term, condition, or covenant that form all or part of the consideration supporting this Agreement.

m. Each undersigned individual, by his or her signature below, warrants that he or she is of legal age, legally competent to execute this Agreement, and fully authorized by the Party on whose behalf he or she signs this Agreement to execute and enter into this Agreement on behalf of such Party.

IN WITNESS WHEREOF, this Agreement is executed as of the dates set forth

herein.

Lexington-Fayette Urban County Government

_____
By: Linda Gorton, Mayor

Attest:

_____
Lexington-Fayette Urban County Council Clerk

Oakbrook Properties, LLC

Chris A. Ramsey

By: Chris A. Ramsey
Its: Manager

STATE OF INDIANA)
)
COUNTY OF PERRY)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 15th day of August, 2025, by Chris A Ramsey, as Manager of Oakbrook Properties, LLC, for and on behalf of said company.

Brandon M. Hurley

My Commission Expires: 07/7/27
Commission No.: 627711

Brandon M. Hurley, Notary Public
Residing in Spencer County, Indiana

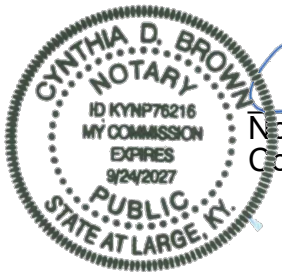
BRANDON M HURLEY NOTARY SEAL PUBLIC MY COMMISSION EXPIRES 07-07-2027 COMMISSION NUMBER NP0627711 SPENCER COUNTY, STATE OF INDIANA

Trilogy Healthcare of Fayette III, LLC

By: Gregory A. Conner
Its: SVP, Treasurer and Assistant Secretary

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF JEFFERSON)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 17th day of July 2025, by Gregory A. Conner, as SVP, Treasurer and Assistant Secretary of Trilogy Healthcare of Fayette III, LLC, for and on behalf of said company.



Notary Public in and for said County and Commonwealth

My commission expires September 24, 2027

Registration Number: KYNP76216

PURPOSE

THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE PARCEL 136a FROM 1376 SILVER SPRINGS DRIVE LEXINGTON, KENTUCKY 40511 FOR ACQUISITION BY THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, AUTHORIZED BY RESOLUTION _____-2024 OF THE LEXINGTON URBAN COUNTY COUNCIL.

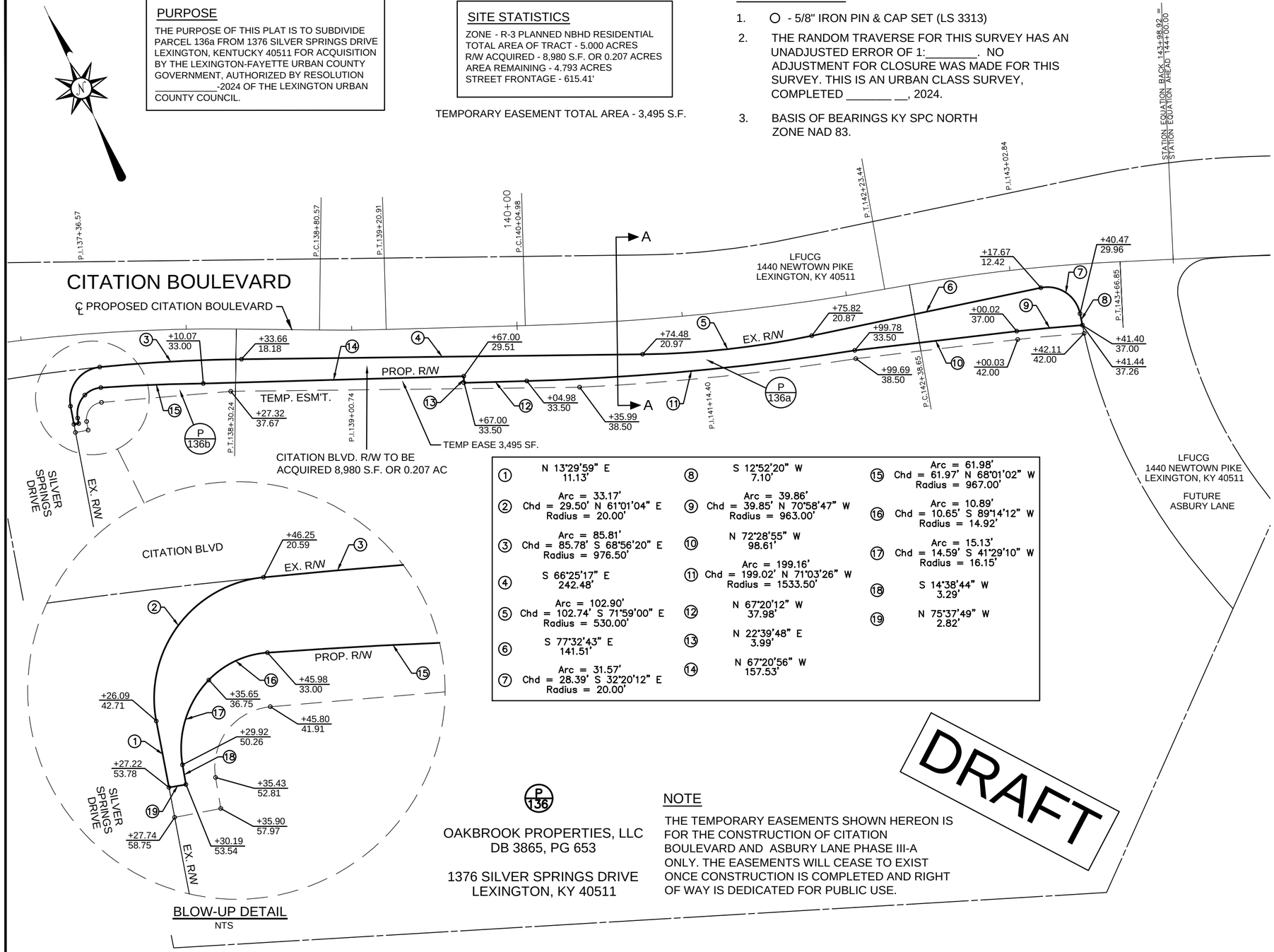
SITE STATISTICS

ZONE - R-3 PLANNED NBHD RESIDENTIAL
TOTAL AREA OF TRACT - 5.000 ACRES
R/W ACQUIRED - 8,980 S.F. OR 0.207 ACRES
AREA REMAINING - 4.793 ACRES
STREET FRONTAGE - 615.41'

TEMPORARY EASEMENT TOTAL AREA - 3,495 S.F.

SURVEY NOTES

1. ○ - 5/8" IRON PIN & CAP SET (LS 3313)
2. THE RANDOM TRAVERSE FOR THIS SURVEY HAS AN UNADJUSTED ERROR OF 1:_____. NO ADJUSTMENT FOR CLOSURE WAS MADE FOR THIS SURVEY. THIS IS AN URBAN CLASS SURVEY, COMPLETED _____ __, 2024.
3. BASIS OF BEARINGS KY SPC NORTH ZONE NAD 83.



① N 13°29'59" E 11.13'	⑧ S 12°52'20" W 7.10'	⑮ Arc = 61.98' Chd = 61.97' N 68°01'02" W Radius = 967.00'
② Arc = 33.17' Chd = 29.50' N 61°01'04" E Radius = 20.00'	⑨ Arc = 39.86' Chd = 39.85' N 70°58'47" W Radius = 963.00'	⑯ Arc = 10.89' Chd = 10.65' S 89°14'12" W Radius = 14.92'
③ Arc = 85.81' Chd = 85.78' S 68°56'20" E Radius = 976.50'	⑩ N 72°28'55" W 98.61'	⑰ Arc = 15.13' Chd = 14.59' S 41°29'10" W Radius = 16.15'
④ S 66°25'17" E 242.48'	⑪ Arc = 199.16' Chd = 199.02' N 71°03'26" W Radius = 1533.50'	⑱ S 14°38'44" W 3.29'
⑤ Arc = 102.90' Chd = 102.74' S 71°59'00" E Radius = 530.00'	⑫ N 67°20'12" W 37.98'	⑲ N 75°37'49" W 2.82'
⑥ S 77°32'43" E 141.51'	⑬ N 22°39'48" E 3.99'	
⑦ Arc = 31.57' Chd = 28.39' S 32°20'12" E Radius = 20.00'	⑭ N 67°20'56" W 157.53'	

DRAFT

BLOW-UP DETAIL
NTS

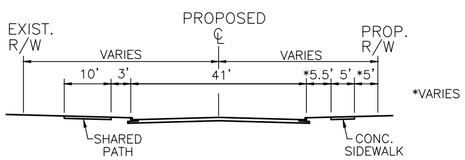
P 136

OAKBROOK PROPERTIES, LLC
DB 3865, PG 653

1376 SILVER SPRINGS DRIVE
LEXINGTON, KY 40511

NOTE

THE TEMPORARY EASEMENTS SHOWN HEREON IS FOR THE CONSTRUCTION OF CITATION BOULEVARD AND ASBURY LANE PHASE III-A ONLY. THE EASEMENTS WILL CEASE TO EXIST ONCE CONSTRUCTION IS COMPLETED AND RIGHT OF WAY IS DEDICATED FOR PUBLIC USE.



SECTION A–A
CITATION BOULEVARD
(NTS)

PROPERTY OWNER INFORMATION

OAKBROOK PROPERTIES, LLC
PARCEL #38249130
1376 SILVER SPRINGS DRIVE
LEXINGTON, KY 40511

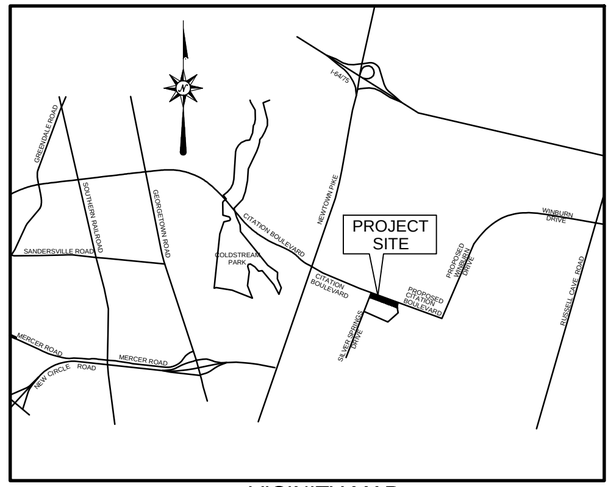
C/O BRANDON HURLEY
804 7TH STREET
TELL CITY, INDIANA 47586

50 0 50 100

SCALE: 1" = 50'

FAYETTE CO. CLERK
RECORDING STAMP

CABINET_____, SLIDE _____



VICINITY MAP
NTS

OWNER'S CERTIFICATION*

I (WE) DO HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF RECORD OF THE PROPERTY PLATTED HEREON WHICH IS RECORDED IN DEED BOOK 3865, PAGE 653 IN THE FAYETTE COUNTY CLERK'S OFFICE; AND DO HEREBY ADOPT THIS AS OUR RECORD PLAT FOR THIS PROPERTY;

OWNER

ADDRESS DATE

WITNESS

ADDRESS DATE

PUBLIC ACQUISITION CERTIFICATION

I DO HEREBY CERTIFY THAT THE ACQUISITION OF THE PROPERTY SHOWN HEREON WAS APPROVED BY THE URBAN COUNTY COUNCIL ON _____, RESOLUTION _____.

MAYOR DATE

COUNCIL CLERK DATE

PLANNING COMMISSION'S CERTIFICATION

I DO HEREBY CERTIFY THAT THIS RECORD PLAT HAS MET THE REQUIREMENTS ESTABLISHED BY THE SUBDIVISION REGULATIONS FOR MINOR PLAN, AND IS NOW ELIGIBLE FOR RECORDING.

PLANNING COMMISSION SECRETARY DATE

LAND SURVEYOR'S CERTIFICATION

I HEREBY DO CERTIFY THAT THIS RECORD PLAT WAS PREPARED UNDER MY DIRECTION AND THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE BOUNDARIES OF THE PROPERTY BEING TRANSFERRED ARE TRUE AND ACCURATE.

SURVEYOR DATE

Public Acquisition Minor Plat

FOR

LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT

TO BE ACQUIRED FROM

OAKBROOK PROPERTIES, LLC

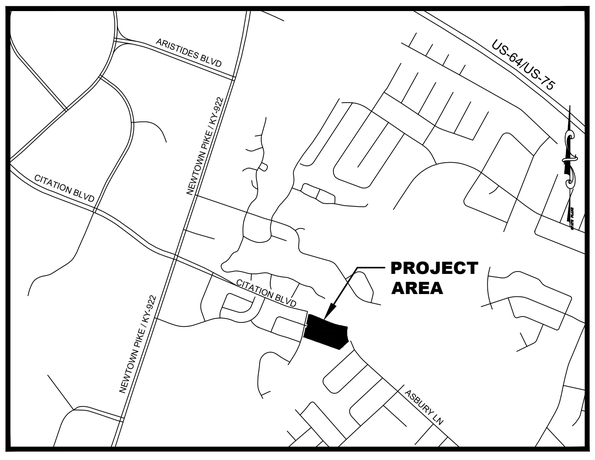
HDR ENGINEERING, INC.
333 W. VINE STREET SUITE 1400
LEXINGTON, KY

AUGUST 2024

THE WILLOWS AT CITATION
SITE UTILITY RELOCATION PROJECT

FOR

TRILOGY HEALTH SERVICES, LLC



VICINITY MAP

651 PERIMETER DRIVE, SUITE 220
LEXINGTON, KY 40517
859 225-8500
WWW.STRAND.COM

CONTRACT NO. 1-2024
CONTRACT NO. 2-2024
CONTRACT NO. 3-2024

STATE OF KENTUCKY
MICHAEL A. WOOLUM
15347
LICENSED PROFESSIONAL ENGINEER

Woolum, Mike

Digitally signed by Woolum, Mike (Id=Woolum, Mike, ou=Active Employees)
Reason: I attest to the accuracy and integrity of this document
Date: 2024.03.22 15:11:19 -04'00'

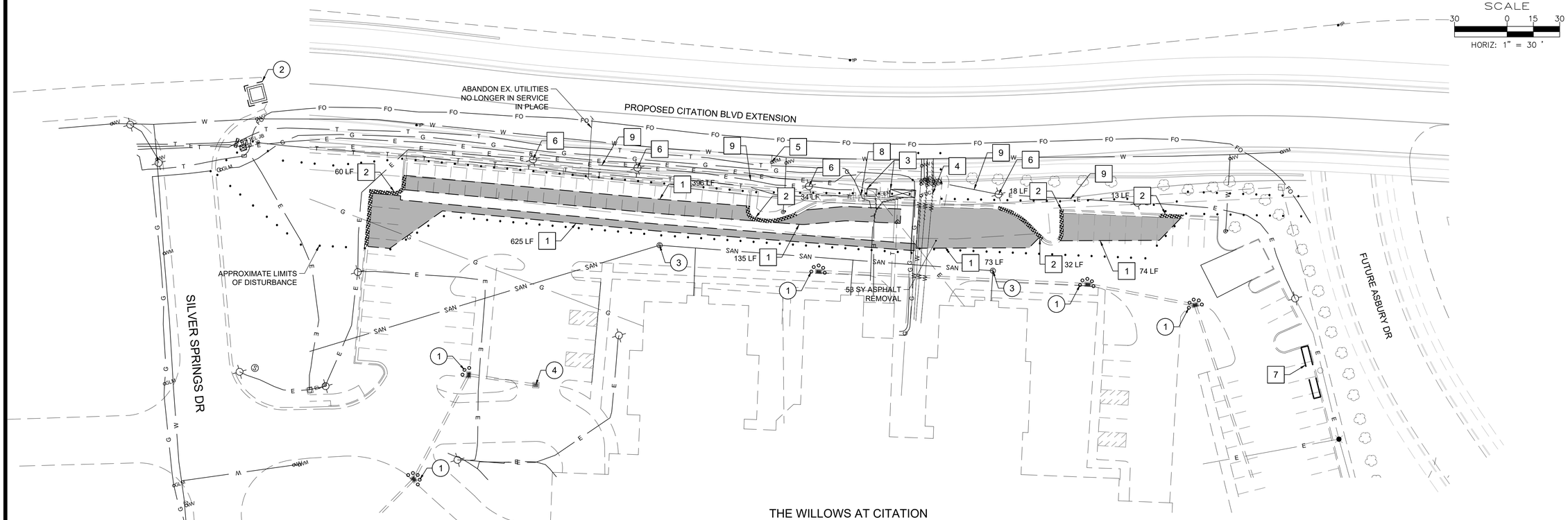
TABLE OF CONTENTS	
SHEET NO.	SHEET TITLE
1	COVER SHEET
2	SITE DEMOLITION & EROSION CONTROL PLAN
3	SITE UTILITY LAYOUT SHEET
4	LANDCSAPE PLAN
5	SITE DETAILS
6	SITE DETAILS

BEFORE YOU DIG

THE CONTRACTOR IS INSTRUCTED TO CALL 1-800-752-6007 TO REACH KY 811, THE ONE-CALL SYSTEM FOR INFORMATION ON THE LOCATION OF EXISTING UNDERGROUND UTILITIES. THE CALL IS TO BE PLACED A MINIMUM OF TWO (2) AND NO MORE THAN TEN (10) BUSINESS DAYS PRIOR TO EXCAVATION. THE CONTRACTOR SHOULD BE AWARE THAT OWNERS OF UNDERGROUND UTILITIES ARE NOT REQUIRED TO BE MEMBERS OF THE KY 811 ONE-CALL BEFORE-U-DIG (BUD) SERVICE. THE CONTRACTOR MUST COORDINATE EXCAVATION WITH THE UTILITY OWNERS, INCLUDING THOSE WHOM DO NOT SUBSCRIBE TO KY 811. IT MAY BE NECESSARY FOR THE CONTRACTOR TO CONTACT THE COUNTY CLERK TO DETERMINE WHAT UTILITY COMPANIES HAVE FACILITIES IN THE AREA.

PERMIT REVIEW SET - 3/22/2024

STRAND ASSOCIATES®



THE WILLOWS AT CITATION
1376 SILVER SPRINGS DRIVE

SOIL EROSION CONTROL SEQUENCE

IT IS THE CONTRACTORS RESPONSIBILITY TO CONTROL EROSION FROM THIS SITE DURING ITS PHYSICAL ALTERATION. THIS PLAN SEEKS TO PROVIDE SOME GUIDANCE IN THE MANNER IN WHICH THE OBJECTIVE TO CONTROL EROSION CAN BE ACCOMPLISHED. IT IS NOT THE INTENT OF THE ENGINEER TO LIMIT THE CONTRACTOR IN THE MANNER AND TECHNIQUES TO CONTROL EROSION. ANY PROPOSED BMP CHANGE SHOULD BE COORDINATED WITH THE ENGINEER. A RECOMMENDED RESOURCE FOR CONTRACTORS WORK IS THE "KENTUCKY BEST MANAGEMENT PRACTICES FOR CONSTRUCTION ACTIVITIES" GUIDE PUBLISHED BY THE KENTUCKY ENVIRONMENTAL AND PUBLIC PROTECTION CABINET, DIVISION OF CONSERVATION AND DIVISION OF WATER.

THE FOLLOWING IS A LIST IN SEQUENCE OF CONSTRUCTION ACTIVITIES TO CONTROL SOIL EROSION FOR THE PROJECT.

1. INSTALL PERIMETER SILT FENCE AND INLET PROTECTION AS SHOWN, PRIOR TO SITE DISTURBANCE.
2. CLEAR AND GRUB THE SITE AND DISPOSE OF ALL DEBRIS PROPERLY. IF AN AREA THAT HAS BEEN DISTURBED IS TO BE INACTIVE FOR MORE THAN 14 DAYS THE CONTRACTOR SHALL SUPPLY STABILIZATION BY MEANS OF TEMPORARY SEEDING AND MULCHING, SODDING, COVERING, OR OTHER EQUIVALENT EROSION CONTROL MEASURES AS SOON AS PRACTICAL. IN NO CASE SHALL AN AREA REMAIN UNTREATED FOR MORE THAN 14 DAYS AFTER CONSTRUCTION ACTIVITY HAS TEMPORARILY OR PERMANENTLY CEASED. CONTRACTOR SHALL PROVIDE TEMPORARY SEEDING IN ACCORDANCE WITH THE SPECIFICATIONS.
3. IN THE CASE THAT THE PERIMETER SILT FENCE AND INLET PROTECTION MEASURES ARE INADEQUATE, CONTRACTOR TO INSTALL SEDIMENT TRAPS AND/OR OTHER PROTECTION MEANS AS REQUIRED AND UPDATE SITE EROSION CONTROL PLAN AS NECESSARY.
4. MAINTAIN ALL PROTECTION MEASURES DURING CONSTRUCTION TO PREVENT ANY BLOCKAGES FROM ACCUMULATED SEDIMENT. AFTER EVERY RAIN IN EXCESS OF HALF AN INCH, SEDIMENT CONTROL DEVICES ARE TO BE INSPECTED, CLEANED AND REPAIRED IF NECESSARY. SILT FENCE MUST BE CLEANED IF SEDIMENT BUILDUP REACHES 1/3 OF THE SILT FENCE HEIGHT.
5. WHEN DISTURBED AREAS ARE AT FINAL GRADE AND ALL ACTIVITY IN THESE AREAS IS COMPLETE, PERMANENT VEGETATION SHALL BE PROVIDED AS SPECIFIED.
6. CONTRACTOR SHALL MAINTAIN ALL TEMPORARY EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PHASE OF THIS PROJECT AND REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROLS ONLY WHEN THERE IS A SUFFICIENT GROWTH OF GROUND COVERAGE TO PREVENT FURTHER EROSION. ONCE CONSTRUCTION IS COMPLETE, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT SEDIMENT HAS BEEN REMOVED FROM ALL PERMANENT STORM SEWER FACILITIES.
7. CONTRACTOR SHALL MAINTAIN STREET SWEEPER OR POWER BROOM ON SITE AND CLEAN LOOSE DEBRIS AFTER EACH DAY AND MORE FREQUENTLY AS NEEDED IN PARKING LOT AREAS & ADJACENT STREETS.

CONTRACTOR COORDINATION NOTES

1. CONTRACTOR IS RESPONSIBLE FOR WORKING WITH OWNER TO DETERMINE A STAGING AND STORAGE LOCATION ON SITE THAT DOES NOT LIMIT ACCESS TO THE FACILITY.
2. CONTRACTOR IS TO COORDINATE WITH DIFFERENT UTILITIES TO DETERMINE TIMING OF UTILITY INSTALLATION AND REMOVAL. IT IS CRITICAL THAT THE FACILITY DOES NOT LOSE ACCESS TO ANY UTILITY SERVICE THROUGHOUT THE DURATION OF CONSTRUCTION.

EPSC KEYNOTES:

1. INSTALL INLET PROTECTION. SEE DETAIL SHEET 5.
2. CONCRETE WASH PIT. SEE DETAIL SHEET 5.
3. DO NOT DISTURB EXISTING SANITARY SEWER.
4. CONTRACTOR TO PROTECT SURFACE INLET WITHOUT DISRUPTING TRAFFIC FLOW.

LEGEND:

- LIMITS OF DISTURBANCE
- ASPHALT REMOVAL
- UTILITY ABANDONMENT
- CURB REMOVAL

DEMOLITION KEYNOTES:

1. SAWCUT AND REMOVE EXISTING ASPHALT PAVEMENT. (705 SY)
2. REMOVE EXISTING CONCRETE CURB AND GUTTER.
3. CONTRACTOR TO COORDINATE WITH KU AND OWNER TO REMOVE EXISTING CONCRETE, GENERATOR AND TRANSFORMER PADS AFTER NEW INFRASTRUCTURE IS OPERATIONAL. (34 SY)
4. CONTRACTOR TO COORDINATE WITH KAW AND OWNER TO REMOVE EXISTING WATER SERVICE METER PITS, PIV & FDC AFTER NEW DOMESTIC WATER AND FIRE SERVICE IS OPERATIONAL.
5. WATER METER & BACKFLOW PREVENTOR FOR EXISTING IRRIGATION SYSTEM TO BE REMOVED PRIOR TO CONSTRUCTION BY OWNER.
6. EXISTING LIGHT POLES & FIXTURES TO BE REMOVED AND STORED ONSITE AT OWNER APPROVED LOCATION.
7. STAGING AREA FOR TEMPORARY LIGHT POLE STORAGE.
8. CONTRACTOR TO COORDINATE WITH WINDSTREAM, SPECTRUM, AND OWNER TO REMOVE EXISTING COMMUNICATION PEDESTALS AFTER NEW INFRASTRUCTURE IS OPERATIONAL.
9. DISCONNECT LIGHTING ELECTRICAL CIRCUIT PRIOR TO REMOVAL OF EXISTING LIGHT POLES.

STATE OF KENTUCKY
MICHAEL A. WOOLUM
15347
LICENSED PROFESSIONAL ENGINEER
Woolum, Mike
Digitally signed by Woolum, Mike
DN: C=US, E=mwoolum, Mike, ou=Active
email=mike.woolum@strand.com
Reason: I attest to the accuracy and
Date: 2024.03.22 16:13:34 -04'00'

NO.	REVISIONS	DATE:
1	PERMIT REVIEW SET	03/22/24

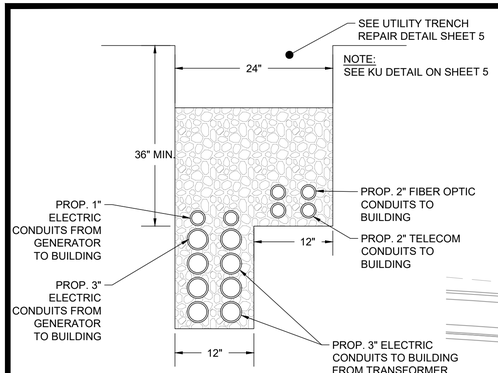
SITE DEMOLITION & EROSION CONTROL PLAN

THE WILLOWS AT CITATION SITE UTILITY RELOCATION PROJECT
TRILOGY HEALTH SERVICES LLC
LEXINGTON, KENTUCKY

JOB NO. 4932.002
PROJECT MGR. MAW

STRAND ASSOCIATES®

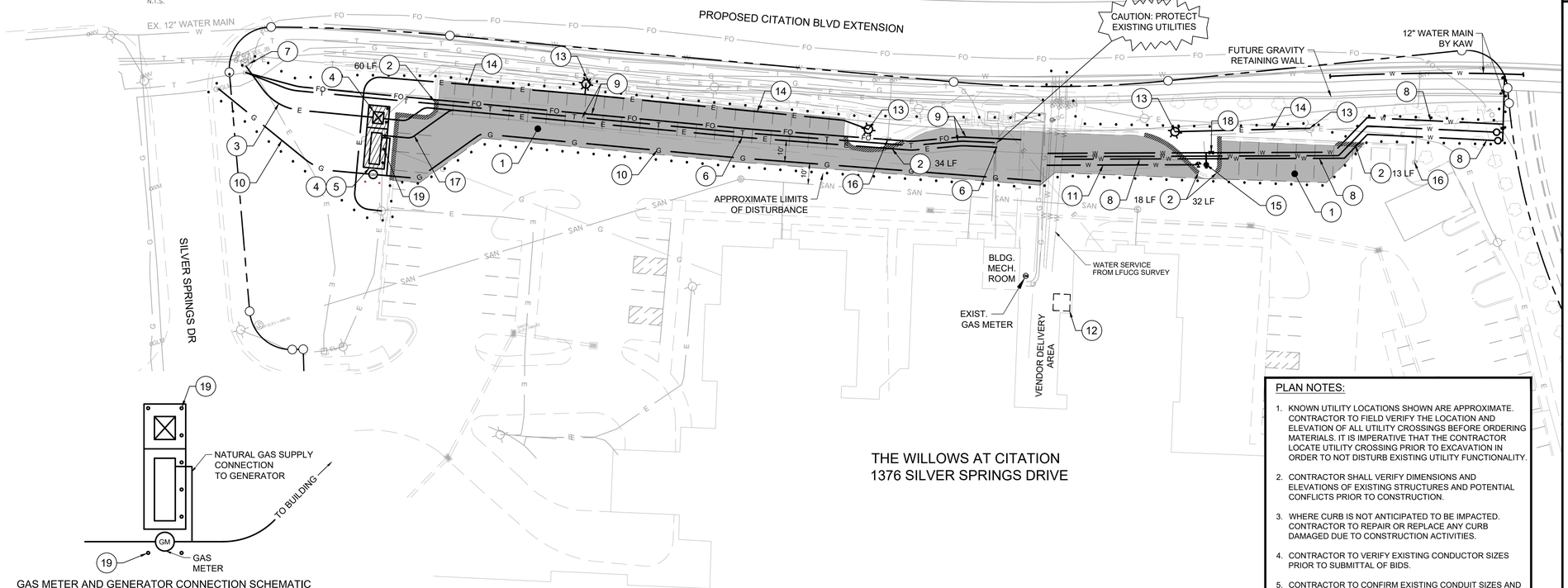
SHEET 2



ELECTRICAL/TELECOM/COMMUNICATION COMMON TRENCH LAYOUT
N.T.S.

NOTES:

1. CONTRACTOR TO MAINTAIN ACCESSIBLE ROUTE AT ALL TIMES FOR WASTE ENCLOSURE AREA & COORDINATE WORK FOR DESIGNATED WASTE COLLECTION DAYS.
2. CONTRACTOR TO MAINTAIN ACCESSIBLE ROUTE AT ALL TIMES TO VENDOR DELIVERY AREA & COORDINATE WORK FOR DESIGNATED DELIVERY TIMES.



GAS METER AND GENERATOR CONNECTION SCHEMATIC
NTS

THE WILLOWS AT CITATION
1376 SILVER SPRINGS DRIVE

SCALE
30 0 15 30
HORIZ: 1" = 30 '

CONSTRUCTION KEYNOTES:

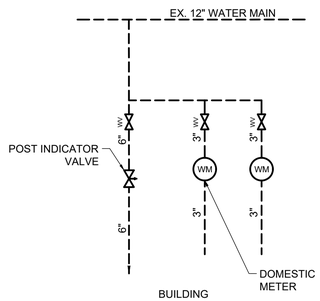
1. MILL EDGE KEY & INSTALL 1.5" ASPHALT OVERLAY TO EXTEND OVER EXISTING GUTTER PAN ADJACENT TO CURB. (1,110 SY)
2. INSTALL CURB AND GUTTER TO MATCH EXISTING CONDITIONS. (154 LF)
3. CONTRACTOR TO COORDINATE WITH KU AND OWNER FOR INSTALLATION OF 2~4" CONDUITS & RELOCATION OF EXISTING TRANSFORMER. CONTRACTOR TO ENSURE THAT BACKUP GENERATOR REMAINS OPERATIONAL AT ALL TIMES DURING THE SWITCHOVERS. (70 LF)
4. INSTALL CONCRETE PAD FOR RELOCATED TRANSFORMER. SEE DETAIL SHEET
5. INSTALL CONCRETE PAD PER OWNERS SPECIFICATIONS FOR RELOCATED GENERATOR. SEE DETAIL SHEET
6. CONTRACTOR TO INSTALL 6-3" SCHEDULE 40 PVC CONDUITS FOR NEW ELECTRIC SERVICE CONNECTION TO EXISTING BUILDING SERVICE LINE. (340 LF)
7. CONTRACTOR TO CONTACT KU TO COORDINATE CONDUIT ELBOW TIE TO THE EXISTING TRANSFORMER.
8. CONTRACTOR TO COORDINATE WITH KAW AND OWNER ON INSTALLATION OF NEW DUCTILE IRON WATER AND FIRE SERVICE. CONTRACTOR TO ENSURE THAT THERE WILL BE NO SERVICE INTERRUPTIONS DURING CONSTRUCTION. SEE PROPOSED DOMESTIC WATER/FIRE SERVICE SCHEMATIC THIS SHEET. SEE SCHEMATIC DETAIL THIS SHEET.
9. INSTALL 2~2" SCHEDULE 40 PVC CONDUITS. CONTRACTOR TO COORDINATE WITH WINDSTREAM, SPECTRUM, AND OWNER FOR INSTALLATION OF NEW TELECOMMUNICATION AND CABLE LINES. SEE TRENCH LAYOUT THIS SHEET. (375 LF)
10. CONTRACTOR TO COORDINATE WITH COLUMBIA GAS AND OWNER FOR INSTALLATION OF NEW GAS SERVICE AND SERVICE LINE FROM NEW METER AT RELOCATED GENERATOR. CONTRACTOR TO INSTALL NEW GAS SUPPLY LINE TO BUILDING AND TO GENERATOR. (55 LF) (415 LF)
11. INSTALL MONOESE FIRE DEPARTMENT CONNECTION. SEE DETAIL SHEET 6.
12. CONTRACTOR TO COORDINATE SUPPLY, INSTALL, AND MAINTAIN, 150 KW TEMPORARY BACKUP GENERATOR THROUGHOUT THE DURATION OF CONSTRUCTION.
13. RELOCATE EXISTING LIGHT POLE TO PROPOSED LOCATION. CONTRACTOR TO CONSTRUCT POLE BASE AND REINSTALL LIGHT POLE/FIXTURE. RECONNECT LIGHTS TO EXISTING ELECTRIC SERVICE.
14. INSTALL 1~2" SCHEDULE 40 PVC CONDUIT FOR ELECTRIC SERVICE CONDUCTOR FOR PROPOSED LIGHTING. (285 LF)
15. INSTALL NEW PRIVATE FIRE HYDRANT ASSEMBLY. SEE DETAIL SHEET 6.
16. CONTRACTOR TO REMOVE EX. FIRE HYDRANT AND ABANDON PIPE IN PLACE AFTER NEW FIRE HYDRANTS PLACED INTO SERVICE.
17. INSTALL 2~3" AND 1~1" SCH 40 PVC CONDUIT FROM BUILDING TO GENERATOR FOR POWER SUPPLY, CONTROL PANEL, AND BATTERY CHARGER.
18. INSTALL 1" CONDUIT AND WIRE TO PIV TAMPER SWITCH. (PIV BY KAW)
19. INSTALL BOLLARD 5 IN FRONT OF GAS METER, TRANSFORMER, AND GENERATOR PAD. SEE DETAIL SHEET 6. (8)

PLAN NOTES:

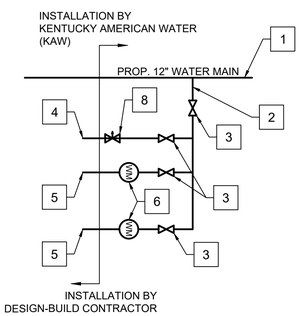
1. KNOWN UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY THE LOCATION AND ELEVATION OF ALL UTILITY CROSSINGS BEFORE ORDERING MATERIALS. IT IS IMPERATIVE THAT THE CONTRACTOR LOCATE UTILITY CROSSING PRIOR TO EXCAVATION IN ORDER TO NOT DISTURB EXISTING UTILITY FUNCTIONALITY.
2. CONTRACTOR SHALL VERIFY DIMENSIONS AND ELEVATIONS OF EXISTING STRUCTURES AND POTENTIAL CONFLICTS PRIOR TO CONSTRUCTION.
3. WHERE CURB IS NOT ANTICIPATED TO BE IMPACTED. CONTRACTOR TO REPAIR OR REPLACE ANY CURB DAMAGED DUE TO CONSTRUCTION ACTIVITIES.
4. CONTRACTOR TO VERIFY EXISTING CONDUCTOR SIZES PRIOR TO SUBMITTAL OF BIDS.
5. CONTRACTOR TO CONFIRM EXISTING CONDUIT SIZES AND MATERIAL COMPOSITION PRIOR TO CONSTRUCTION.
6. LENGTHS FOR CONDUIT ARE APPROXIMATE FOR TRENCH LENGTH BETWEEN END POINTS ONLY.

LEGEND

FO	PROPOSED FIBER OPTIC
W	PROPOSED WATER LINE
G	PROPOSED GAS LINE
E	PROPOSED ELECTRIC LINE
T	PROPOSED TELECOM LINE
	PROPOSED ASPHALT
	PROPOSED CONCRETE
	PROPOSED CURB AND GUTTER
	EXISTING LIGHT POLE
SAN	EXISTING SANITARY LINE
	EXISTING SANITARY STRUCTURE
	EXISTING STORM LINE
	EXISTING STORM STRUCTURE
W	EXISTING WATER LINE
G	EXISTING GAS LINE
E	EXISTING ELECTRIC LINE
T	EXISTING TELECOM LINE



EXISTING DOMESTIC WATER AND FIRE SERVICE SCHEMATIC
NTS



NOTE:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE NEW WATER & FIRE SERVICE CONSTRUCTION NECESSARY TO SUPPORT THIS PROJECT INCLUDING COORDINATION & COSTS RELATED TO THE PORTION REPLACED BY KENTUCKY AMERICAN WATER COMPANY.

PROPOSED DOMESTIC WATER AND FIRE SERVICE SCHEMATIC
NTS

DOMESTIC WATER DETAIL KEYNOTES:

1. PROPOSED 12" WATER MAIN (BY KAW).
2. WATER MAIN (BY KAW.) CONTRACTOR TO COORDINATE & PAY FOR INSTALLATION AND CONNECTION OF ALL REQUIRED WATER AND FIRE SERVICE COMPONENTS.
3. GATE VALVE. CONTRACTOR TO COORDINATE INSTALLATION AND CONNECTION.
4. 6" DI FIRE PROTECTION MAIN TO BUILDING.
5. 2" DI DOMESTIC SERVICE TO BUILDING.
6. WATER METER (BY KAW.) CONTRACTOR TO COORDINATE INSTALLATION AND CONNECTION.
7. ALL WATER AND FIRE PROTECTION SERVICE SIZES, LOCATIONS, AND DETAILS ARE SCHEMATIC AND ARE INCLUDED FOR INFORMATIONAL PURPOSES ONLY. THE DESIGN-BUILD CONTRACTOR TO COMPLETE FINAL DESIGN INCLUDING ALL NECESSARY SUBMITTALS REQUIRED FOR APPROVAL AND PERMITTING PRIOR TO CONSTRUCTION.
8. PIV AND FIRE SERVICE LINE TO BE INSTALLED BY KAW.

STATE OF KENTUCKY
MICHAEL A. WOOLUM
15347
LICENSED PROFESSIONAL ENGINEER
Woolum, Mike
Digitally signed by Woolum, Mike
DN: C=US, E=mwoolum, Mike, ou=Active
email=mike.woolum@strand.com
Reason: I attest to the accuracy and
Date: 2024.03.22 16:13:34 -04'00'

NO.	REVISIONS	DATE:
1	PERMIT REVIEW SET	03/22/24

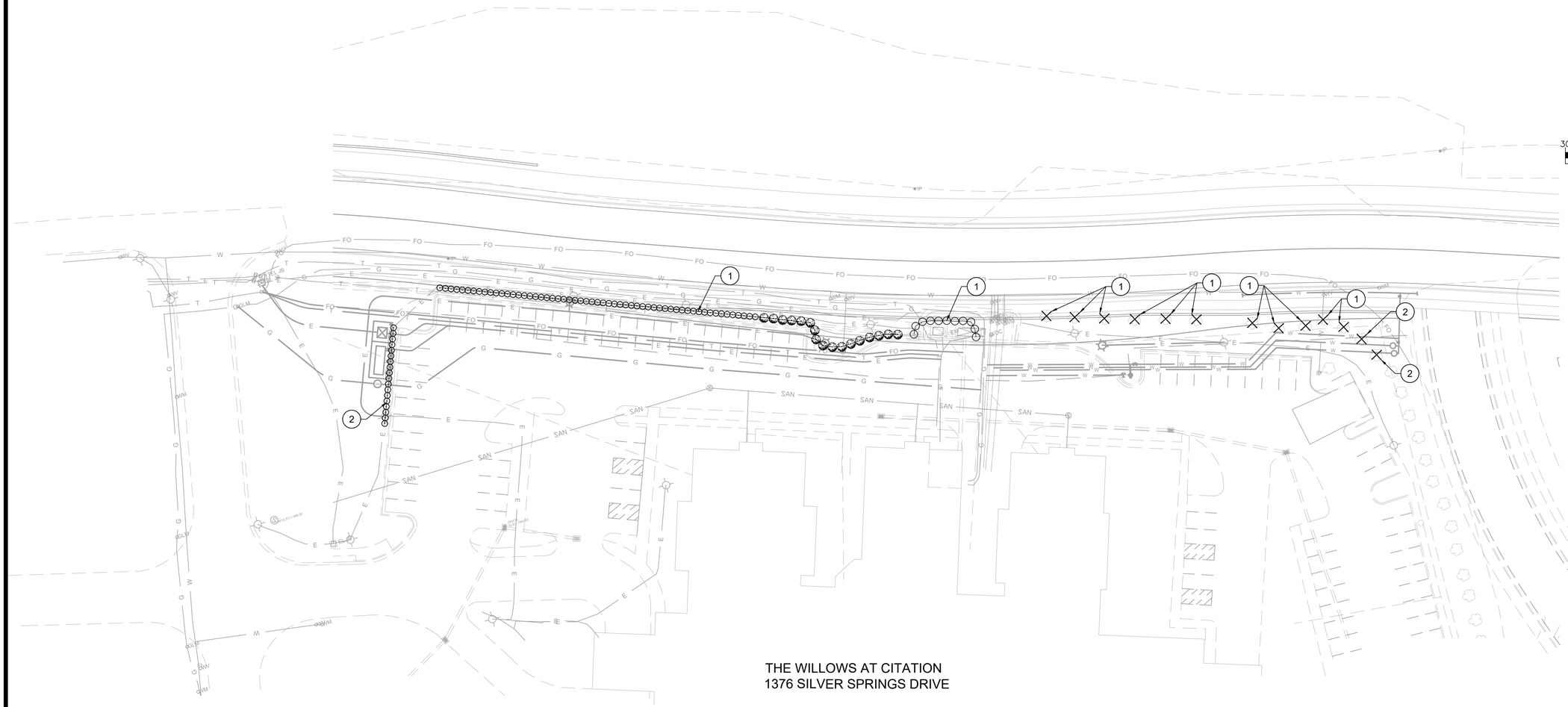
SITE UTILITY LAYOUT SHEET

THE WILLOWS AT CITATION SITE UTILITY RELOCATION PROJECT
TRILOGY HEALTH SERVICES LLC
LEXINGTON, KENTUCKY

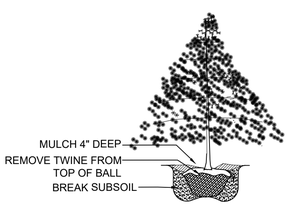
JOB NO. 4932.002
PROJECT MGR. MAW

STRAND ASSOCIATES®

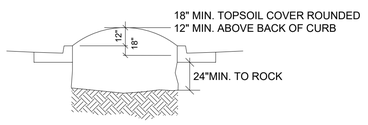
SHEET 3



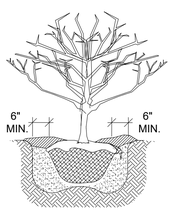
THE WILLOWS AT CITATION
1376 SILVER SPRINGS DRIVE



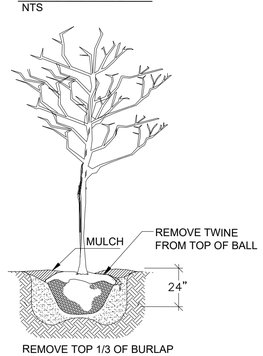
PLANTING DETAIL
NTS



ISLAND BERM DETAIL
NTS



SHRUB PLANTING DETAIL
NTS



TREE PLANTING DETAIL
NTS

KEYNOTES:

1	TREE TO BE REMOVED BY LFUCG.
2	TREE TO BE REMOVED IN THIS CONTRACT.

NOTES:

THIS DRAWING IS TO DOCUMENT PLANT MATERIAL TO BE REMOVED BY THIS PROJECT. OWNER TO DETERMINE ITS DESIRED REPLACEMENT PLAN AFTER CONSTRUCTION IS COMPLETED.

PLANT SCHEDULE

SYMBOL	ABBR.	BOTANICAL NAME	COMMON NAME	QTY. REMOVED	MIN. SIZE AT PLANTING	CONDITION	COMMENTS
◯	TO	THUJA OCCIDENTALIS	EMERALD GREEN ARBARVITAE	11	5'-7' HEIGHT	B&B	48" O.C.
	AP	AESCULUS PARVIFLORA	BOTTLEBRUSH BUCKEYE	17	24" HEIGHT MIN.	CONTAINERS	AS SHOWN
	PS	PINUS STOBUS	WHITE PINE	13	1 3/4 CALIPER	B&B	AS SHOWN
⊙	IC	ILEX CRENTA 'HELLERII'	COMPACT JAPANESE HOLLY	75	24" HT. MIN.	CONTAINERS	AS SHOWN

LANDSCAPE NOTES:

1. CONTRACTOR SHALL VERIFY ALL CONDITIONS IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE OWNER.
2. TREES AND SHRUBS ARE TO BE INSTALLED AND SUPPORTED AS ILLUSTRATED IN THE DETAILS SHOWN IN THE LFUCG PLANTING MANUAL.
3. ALL QUANTITIES NOTED IN THE PLANTING SCHEDULE ARE TO BE VERIFIED BY THE CONTRACTOR. ANY DISCREPANCIES ARE TO BE REPORTED TO THE ENGINEER.
4. ANY TREE OR SHRUB LOCATION THAT FALLS UNDER OR OVER ANY UTILITY SHALL BE REPORTED AND POSSIBLY RELOCATED AS DIRECTED BY THE ENGINEER.
5. LANDSCAPE IMPROVEMENTS AND SCREENING SHALL CONFORM TO ARTICLE 18 OF THE URBAN COUNTY ZONING RESOLUTION, AND ARTICLE 6.9 OF THE SUBDIVISION REGULATIONS.
6. SCREENING REQUIREMENT ALONG WESTERN BOUNDARY SHALL BE MET BY EXISTING PLANT MATERIAL. THE CONTINUED ACCEPTABILITY OF THE EXISTING MATERIAL SHALL BE REVIEWED AT THE TIME OF CONSTRUCTION.

STATE OF KENTUCKY
MICHAEL A. WOOLUM
15347
LICENSED PROFESSIONAL ENGINEER

Woolum, Mike

Digitally signed by Woolum, Mike
DN: C=US,cn=Woolum, Mike, ou=Active, email=mike.woolum@strand.com
Reason: I attest to the accuracy and integrity of this document
Date: 2024.03.22 16:13:34 -04'00'

NO.	REVISIONS	DATE:
1	PERMIT REVIEW SET	03/22/24

LANDSCAPE PLAN

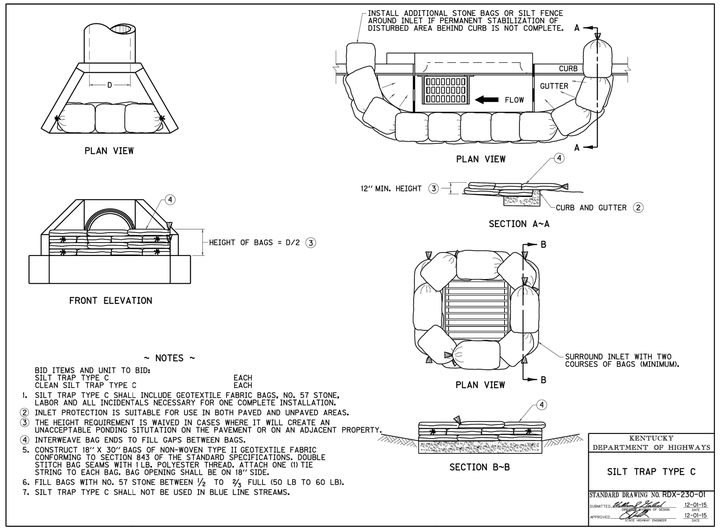
THE WILLOWS AT CITATION SITE UTILITY RELOCATION PROJECT
TRILOGY HEALTH SERVICES LLC
LEXINGTON, KENTUCKY

JOB NO.
4932.002

PROJECT MGR.
MAW

STRAND ASSOCIATES®

SHEET
4



~ NOTES ~

BID ITEMS AND UNIT TO BID:
SILT TRAP TYPE C — EACH
CLEAN SILT TRAP TYPE C — EACH

1. SILT TRAP TYPE C SHALL INCLUDE GEOTEXTILE FABRIC BAGS, NO. 57 STONE, LABOR AND ALL INCIDENTALS NECESSARY FOR ONE COMPLETE INSTALLATION.
2. INLET PROTECTION IS SUITABLE FOR USE IN BOTH PAVED AND UNPAVED AREAS.
3. THE HEIGHT REQUIREMENT IS WAIVED IN CASES WHERE IT WILL CREATE AN UNACCEPTABLE PONDING SITUATION ON THE PAVEMENT OR ON AN ADJACENT PROPERTY.
4. INTERWEAVE BAG ENDS TO FILL GAPS BETWEEN BAGS.
5. CONSTRUCT 18" X 30" BAGS OF NON-WOVEN TYPE II GEOTEXTILE FABRIC CONFORMING TO SECTION 843 OF THE STANDARD SPECIFICATIONS. DOUBLE STITCH BAG SEAMS WITH 1 LB. POLYESTER THREAD. ATTACH ONE (1) TIE STRING TO EACH BAG. BAG OPENING SHALL BE ON 18" SIDE.
6. FILL BAGS WITH NO. 57 STONE BETWEEN ½ TO ¾ FULL (50 LB TO 60 LB).
7. SILT TRAP TYPE C SHALL NOT BE USED IN BLUE LINE STREAMS.

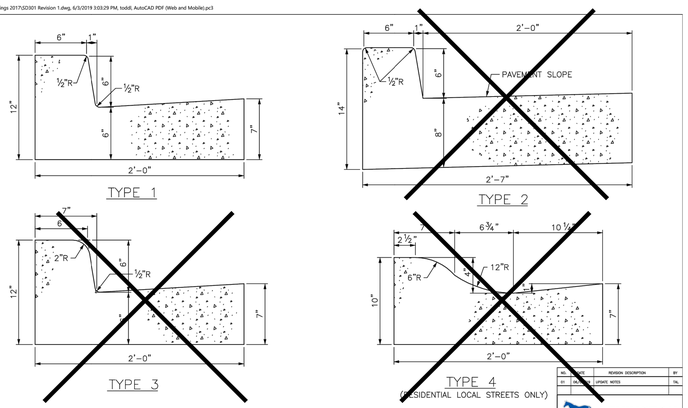
KENTUCKY DEPARTMENT OF HIGHWAYS

SILT TRAP TYPE C

STANDARD DRAWING NO. RDX-230-01

SUBMITTED: 12-01-15 — STATE ROAD ENGINEER — DATE
APPROVED: 12-01-15 — STATE HIGHWAY ENGINEER — DATE

H:\Standard Drawings 2017\SD301 Revision 1.dwg, 6/3/2019 3:03:29 PM, todd, AutoCAD PDF (Web and Mobile).pc3



NOTES:

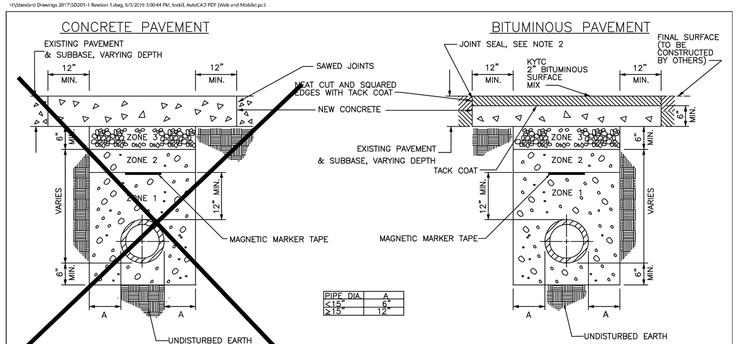
1. CONCRETE SHALL BE KDOT CLASS "A".
2. SAWED CONTRACTION JOINTS SHALL BE CONSTRUCTED EVERY 20 FEET, WITH A MIN. DEPTH OF 3", IN ACCORDANCE WITH KDOT STANDARD SPECIFICATION.
3. ALL CURB & GUTTER SHOULD BE CONSTRUCTED ON COMPACTED SUBGRADE OR DGA.
4. FULL DEPTH EXPANSION JOINTS SHALL BE CONSTRUCTED AT ALL BREAKS IN ALIGNMENT, AT CONTACT WITH NEW OR EXISTING CONCRETE, AT ALL DRAINAGE INLETS, AT THE BEGINING AND ENDING POINTS OF CURVES, AND NOT TO EXCEED 200' MAXIMUM SPACING FOR SLIP FORM APPLICATION AND 30' MAXIMUM SPACING FOR HAND PLACED.
5. ALL CONCRETE SHALL BE CURED WITH WHITE PIGMENTED MEMBRANE FORMING COMPOUND (AASHTO M 148, TYPE 2).

NO.	DATE	REVISION DESCRIPTION	BY
01	06/01/18	UPDATE NOTES	TAL

LEXINGTON
DIVISION OF ENGINEERING
CURB & GUTTER
STANDARD DRAWING NO. 301
APPROVAL — URBAN COUNTY ENGINEER — 6/26/19 DATE
COMMISSIONER — DATE

LEXINGTON — FAYETTE URBAN COUNTY GOVERNMENT

H:\Standard Drawings 2017\SD201-1 Revision 1.dwg, 6/3/2019 3:00:44 PM, todd, AutoCAD PDF (Web and Mobile).pc3



PIPE DIA.	A
≤15"	6"
>15"	12"

PIPE BACKFILL DESCRIPTIONS	
ZONE 1	NO. 9 STONE OR AS SPECIFIED BY THE UTILITY
ZONE 2	NO. 9 OR NO. 57 STONE
ZONE 3	COMPACTED DGA

NOTES:

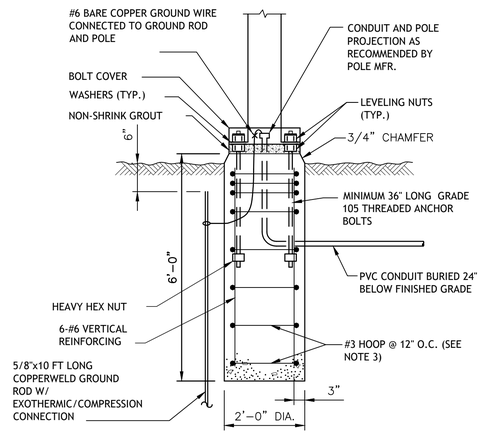
1. REPLACE CONCRETE PAVEMENT WITH NEW CONCRETE PAVEMENT, 6" MINIMUM OR EXISTING THICKNESS, WHICHEVER IS GREATER. PER KYTC SPECIFICATION 601.03.03 A) CLASS A FROM STANDARD SPECIFICATIONS FOR FOR ROAD AND BRIDGE CONSTRUCTION, CURRENT EDITION.
2. SEAL PERIMETER OF CUT PAVEMENT WITH CRACK SEALANT THAT MEETS ASTM D6690, TYPE 2.
3. MAGNETIC MARKER TAPE FOR SANITARY SEWER ONLY.

TO BE USED WITH STANDARD DRAWING 201-4

NO.	DATE	REVISION DESCRIPTION	BY
01	06/01/18	UPDATE NOTES AND TITLE	TAL

LEXINGTON
DIVISION OF ENGINEERING
TRENCHING, LAYING, BACKFILLING AND BEDDING UNDER STREET PAVEMENT USING AGGREGATE
STANDARD DRAWING NO. 201-1
APPROVAL — URBAN COUNTY ENGINEER — 6/26/19 DATE
COMMISSIONER — DATE

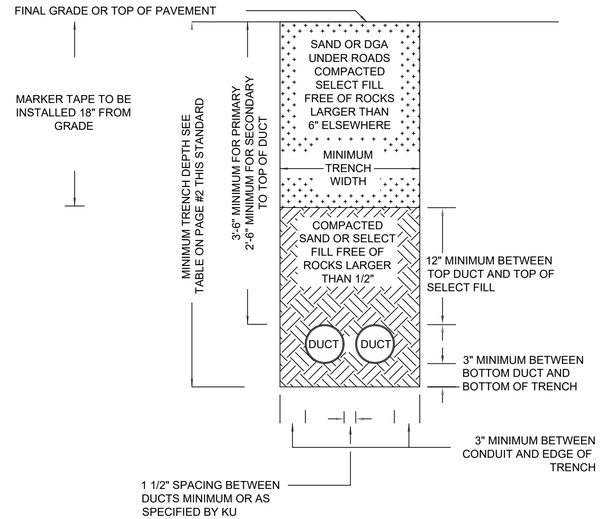
LEXINGTON — FAYETTE URBAN COUNTY GOVERNMENT



NOTES:

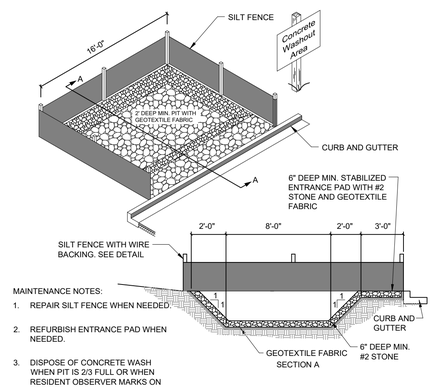
1. TOP OF BASE TO BE 4" ABOVE TOP OF CURB, TOP 12" TO BE FORMED.
2. POLE SHALL BE MOUNTED 4'-0" BACK FROM EDGE OF PAVEMENT, UNLESS NOTED OTHERWISE.
3. PROVIDE 3-#3 TIES @3" O.C. AT TOP OF POLE BASE.

LIGHT POLE BASE
N.T.S.



DETAIL PROVIDED BY KENTUCKY UTILITIES COMPANY

DUCT BANK TRENCH DETAIL
N.T.S.



MAINTENANCE NOTES:

1. REPAIR SILT FENCE WHEN NEEDED.
2. REFURBISH ENTRANCE PAD WHEN NEEDED.
3. DISPOSE OF CONCRETE WASH WHEN PIT IS 2/3 FULL OR WHEN RESIDENT OBSERVER MARKS ON REPORT.

CONCRETE WASHOUT AREA
N.T.S.

STATE OF KENTUCKY
MICHAEL A. WOOLUM
15347
LICENSED PROFESSIONAL ENGINEER
Woolum, Mike
Digitally signed by Woolum, Mike
DN: cn=Woolum, Mike, ou=Active
Reason: I attest to the accuracy and
email=mike.woolum@strand.com
Date: 2024.03.22 10:13:19 -04'00'

NO.	REVISIONS	DATE:
1	PERMIT REVIEW SET	03/22/24

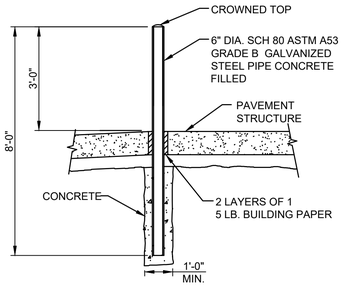
THE WILLOWS AT CITATION SITE UTILITY RELOCATION
TRILOGY HEALTH SERVICES LLC
LEXINGTON, KENTUCKY

SITE DETAILS - 1

JOB NO. 4932.002
PROJECT MGR. MAW

STRAND ASSOCIATES®

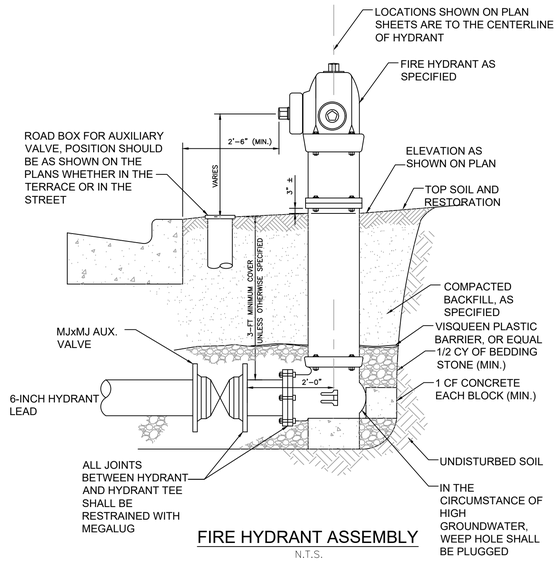
SHEET 5



BOLLARD DETAIL

N.T.S.

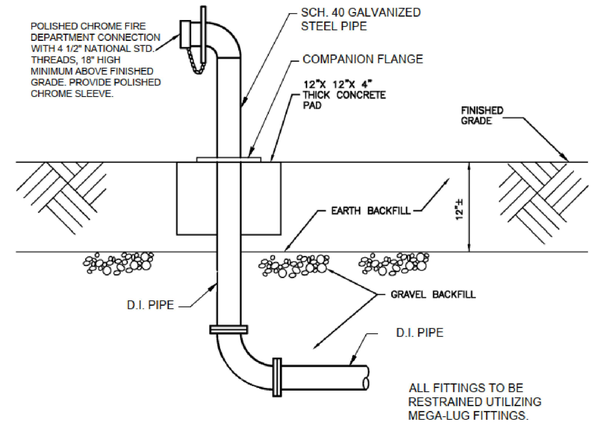
NOTE:
1. THE BOLLARD SHALL BE PAINTED SAFETY YELLOW AFTER FABRICATION IN ACCORDANCE WITH SECTION 607.03.23 OF THE STANDARD SPECIFICATIONS. ALL COATINGS TO BE SHOP APPLIED.
2. CONTRACTOR TO CONFIRM BOLLARD TYPE PRIOR TO INSTALLATION.



FIRE HYDRANT ASSEMBLY

N.T.S.

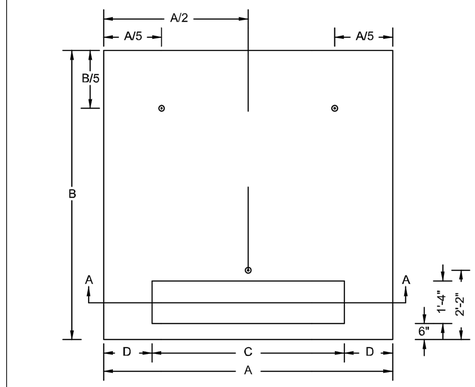
NOTE:
SEE TECHNICAL SPECIFICATIONS FOR JOINT RESTRAINT AND POST INDICATOR VALVE REQUIREMENTS.



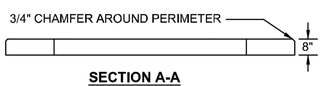
MONOESE FIRE DEPARTMENT CONNECTION

N.T.S.

NOTE:
CONTRACTOR TO MATCH PIPE SIZE OF EXISTING FIRE DEPARTMENT CONNECTION WITH NEW INSTALLATION.



PLAN VIEW



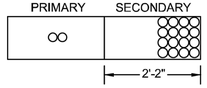
SECTION A-A

KU PADS

NOTES:
1. CONCRETE: 28 DAY COMPRESSIVE STRENGTH f'e = 4,500 psi
2. STEEL REINFORCEMENT: ASTM A-615, GRADE 60 (CONTACT STANDARDS GROUP FOR CURRENT VERSION)
3. MINIMUM REINFORCING COVER = 1"
4. TRANSFORMER PADS ARE DESIGNED TO MEET ALL KU SPECIFICATIONS
5. PAD SHALL CONTAIN 1/2" STEEL REBAR ON 5" CENTERS, 4"X4" 4/4 WIRE MESH OR EQUIVALENT.
6. KU SERVICE AREAS MAY USE EITHER A PRECAST PAD OR A PAD POURED ON SITE.
7. SEE STANDARD 420604 FOR DUCT DETAIL.

KVA	A	B	C	D	WEIGHT
0-500	7'-6"	7'-0"	4'-6"	1'-6"	4650 LBS
750-3000	9'-0"	9'-0"	5'-0"	2'-0"	7435 LBS

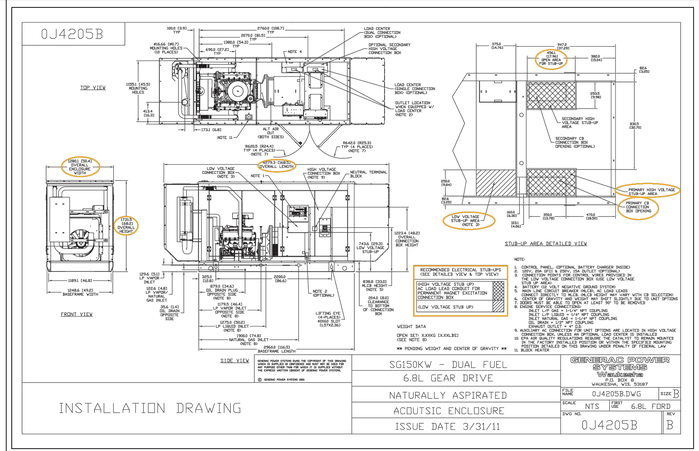
CABLE ENTRANCE WINDOW



LG&E KU

Electric Design And Construction Standards

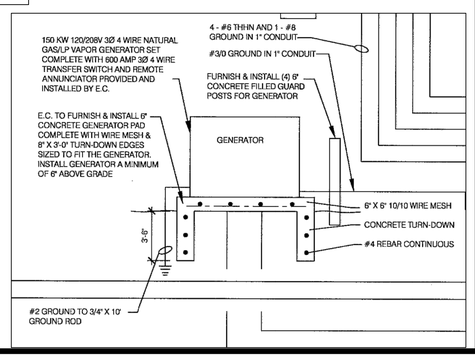
Replaces	By: Hethcox/Hall
LGE 420603C	11/16/2021
KU A-2-5.0	Page 1 of 1



GENERATOR PAD

N.T.S.

NOTE:
SEE SPECIFICATION FOR GENERATOR SHOP DRAWING.



STATE OF KENTUCKY
MICHAEL A. WOOLUM
15347
LICENSED PROFESSIONAL ENGINEER
Woolum, Mike
Digitally signed by Woolum, Mike
DN: C=US, o=Strand Associates, Inc., cn=Woolum, Mike, ou=Active, email=mike.woolum@strand.com
Reason: I attest to the accuracy and integrity of this document
Date: 2024.03.22 10:13:19 -04'00'

NO.	REVISIONS	DATE:
1	PERMIT REVIEW SET	03/22/24

SITE DETAILS - 2

THE WILLOWS AT CITATION SITE UTILITY RELOCATION PROJECT
TRILOGY HEALTH SERVICES LLC
LEXINGTON, KENTUCKY

JOB NO. 4932.002

PROJECT MGR. MAW

STRAND ASSOCIATES®

SHEET 6

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0870-25

File ID:	0870-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Water Quality
				File Created:	09/08/2025
File Name:	Incentive Grant Willow Oak Homeowners Assoc.			**Final Action:**	

Title: Authorization to approve a FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Willow Oak Homeowners Associations, Inc. in the amount of $39,000.00 to complete a feasibility study to determine green nature-based approaches to stormwater management. Funds are budgeted. (L0870-25)(Martin/Albright)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Blue Sheet Memo, FY26 Class A Neigborhood Willow Oaks HOA, Inc. GAA ATTACHMENT A_Grantee Signed, FY 2026 Willow Oak HOA - Council Map	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Christina King/ Frank Mabson	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0870-25

Title

Authorization to approve a FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Willow Oak Homeowners Associations, Inc. in the amount of $39,000.00 to complete a feasibility study to determine green nature-based approaches to stormwater management. Funds are budgeted. (L0870-25)(Martin/Albright)

Summary

Authorization to approve a FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Willow Oak Homeowners Associations, Inc. in the amount of $39,000.00 to complete a feasibility study to determine green nature-based approaches to stormwater management. Funds are budgeted. (L0870-25)(Martin/Albright)
Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes J. Todd Henning 9/5/25

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: $39,000.00

Annual Impact: $

Project: WQINCENTIVE_26

Activity: WQ_GRANT

Budget Reference:

Current Balance: $3,069,789.13

MAYOR LINDA GORTON

LEXINGTON

CHARLES MARTIN
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

FROM : _____
Charles H. Martin, P.E., Director
Division of Water Quality

DATE: August 29, 2025

SUBJECT: Recommendation for a FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Willow Oak Homeowners Associations, Inc.

Request

The purpose of this memorandum is to request approval of an FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Willow Oak Homeowners Associations, Inc., in the amount of $39,000.00.

Purpose of Request

Grant funds will be used to complete a Feasibility Study to determine green nature-based approaches to stormwater management for the property located at 750 Millpond Road. The study will develop recommendations on ways to 1) improve water quality in the Shannon Run Tributary to South Elkhorn Creek by incorporating natural stormwater features and streambank stabilization to reduce and filter pollutants, and 2) establish native vegetation within the HOA area, including riparian buffers, wet meadows, and native trees. The study will also yield recommendations on ways to educate the public about stormwater management systems and water quality, incorporating public meetings during the feasibility study and implementing educational signage after full construction.

Project Cost in FY26 and in Future Budget Years

The grant has been approved for FY26 funding by the Water Quality Fees Board in the amount of $39,000.00.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_26 – WQ_GRANT

Martin/Albright

GRANT AWARD AGREEMENT

Fiscal Year 2026 Class A Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20___, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **WILLOW OAK HOMEOWNERS ASSOCIATION, INC.,** 3735 PALOMAR CENTRE DR, SUITE 150 # 20, LEXINGTON, KENTUCKY 40513 (hereinafter "Grantee" and "Property Owner").

W I T N E S S E T H:

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist qualified applicants in the implementation of projects that meet the goals of the program; and

WHEREAS, the Grantee represents directly or indirectly a group of single-family residences in Fayette County who are fee-payers of the Government's Water Quality Management Fee; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

WHEREAS, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality for the benefit of its members, community, and the general public; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Government's Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances;

THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND GRANTEE AGREE AS FOLLOWS:

(1) The Government hereby grants the Grantee the sum of **$39,000.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.

(2) The Grantee agrees to match the Grant with contributions, labor, and other services equal to or greater than 20% of the total project cost.

(3) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.

(4) The Grantee agrees to perform periodic reporting as detailed in Paragraph (5) herein below, and provide to the Government a Project Final Report, in digital and hard copy, within thirty (30) calendar days of the completion of the project elements following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:

(a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
- Feasibility report evaluating the use of the potential BMP(s) on the proposed site;
- Conceptual design concept;
- Detailed cost estimate for design;
- Conceptual cost estimate for construction;
- Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.

(5) The Grant to the Grantee shall be disbursed in the following manner:

(a) The Grantee shall submit, at least once every three (3) months, a *Grant Reimbursement Form* and a *Request for Funds,* in standardized format provided by the Government, to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. The *Request for Funds* shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The *Request for Funds* shall include full accounting of all eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the *Request for Funds.*

(b) Each *Request for Funds* shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. Each *Request for Funds* shall include a minimum of 10% cost share. For cash expenditures this shall include receipts, showing vendor paid, date, amount, and items purchased. For volunteer hours this shall include sign-in sheets describing the events with signatures, name, address, time in and time out (or length of event), for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and miles driven.

(c) Each *Request for Funds* shall be accompanied by a *Project Status Report,* in a standardized format provided by the Government, describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events (if applicable), copies of the class sign-in sheets documenting the number of attendees shall be provided.

(d) The Government's Grant Manager shall review each *Request for Funds* and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Government's Grant Manager finds the Grantee's *Request for Funds* is in compliance with the terms of this Agreement and the Program's guidelines and that the activity progress and management program of the Grantee satisfy the terms of this Agreement, he or she shall approve the *Request for Funds* within 15 days of receipt, and then forward it to the Division of Accounting for payment.

(e) Should the Government's Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and/or management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the *Request for Funds*. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(f) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.

(6) For any project which includes installation of permanent capital infrastructure as listed in Attachment A (not to include individual rain barrels, small rain gardens, and pond equipment), the Grantee agrees to meet all design standards specified in the Government's Engineering Manuals and/or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by the Government.

(7) ~~For any project which includes installation of permanent capital infrastructure as listed in Attachment A, the Grantee agrees to provide in hard copy and electronic format the following deliverables as they become available, each sealed by a Professional Engineer licensed in the Commonwealth of Kentucky (or Registered Landscape Architect when allowed by Kentucky Revised Statutes 323A.010):~~

- ~~Design calculations;~~
- ~~Final construction plans, including erosion and sediment control plans, traffic control plans, grading plans, etc.;~~
- ~~Final specifications and bidding documents (if applicable);~~
- ~~Detailed engineer's construction cost estimate including quantities;~~
- ~~Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual;~~
- ~~Copies of all federal, state, and local permits, approvals, encroachments, etc. obtained for the project;~~
- ~~Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;~~
- ~~Photo documentation of site conditions and improvements before, during, and after construction.~~

(N/A to Feasibility Only Grants)

(8) For any project which includes installation of permanent capital infrastructure listed in Attachment A, the Grantee shall provide, by the end of the design phase, certification by a Professional Engineer or Registered Landscape Architect licensed in Kentucky that all stormwater control facilities proposed for this project are feasible and viable Best Management Practices (BMPs) for controlling stormwater quality and/or quantity and are appropriate for the project site.

(9) ~~The Grantee agrees that any and all stormwater control facilities, including equipment and infrastructure, constructed or purchased with Grant monies shall remain the property of the Grantee, or the current property owner, or his successors and assigns, unless otherwise noted in Attachment A.~~
(N/A to Feasibility Only Grants)

(10) ~~The Grantee agrees that all stormwater control facilities, including equipment and infrastructure shall remain in service and maintained by the Grantee or its representatives for at least the Service Life listed in Attachment A. For capital infrastructure, this shall include following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in Paragraph (7) above. For capital infrastructure, the Grantee further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.~~
(N/A to Feasibility Only Grants)

(11) ~~The Grantee agrees, and all individual property owners with grant-funded improvements installed on their properties shall agree, to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.~~
(N/A to Feasibility Only Grants)

(12) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

(13) ~~The Grantee agrees to obtain all necessary local, state, and federal permits and approvals in a timely manner and prior to the start of any work requiring such permits or approvals.~~ (N/A to Feasibility Only Grants)

(14) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(15) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within **12** months from the date of this Agreement. The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any time extensions beyond the grant period. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(16) The Grantee understands that the Grant shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(17) The Grantee asserts that it is an incorporated organization registered in active status with the Commonwealth of Kentucky Secretary of State, and is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housings Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(18) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(19) In any advertisement of the grant-funded project, whether oral or written communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

(20) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(21) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

(23) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.

(24) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall defend, indemnify, and hold harmless the Government from and against any and all liability, claims, damages, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, or in any way connected with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

(25) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee thirty (30) calendar days to address the deficiency or violation. If the Grantee does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.

(26) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

LINDA GORTON, MAYOR

ATTEST:

_____

CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION AND PROPERTY OWNER:

WILLOW OAK HOMEOWNERS ASSOCIATION, INC.
3735 PALOMAR CENTRE DRIVE, SUITE 150, # 20
LEXINGTON, KENTUCKY 40513

BY: Larry A. Lewis

NAME: Larry A. Lewis

TITLE: President

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Larry A. Lewis, as the duly authorized representative for and on behalf of Commonwealth of Kentucky, on this the 25th day of August, 2025

My commission expires: 03/02/2026.

Ozlem Eva Davis
NOTARY PUBLIC

OZLEM EVA DAVIS
Notary Public
Commonwealth of Kentucky
Commission Number KYNP4611
My Commission Expires Mar 2, 2026

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Willow Oak Homeowners Associations, Inc.

GRANT PROGRAM

2026 Stormwater Quality Projects Incentive Grant Program
Class A Neighborhood Projects

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization:
Willow Oak Homeowners Associations, Inc.
3735 Palomar Centre Drive, Ste 150 #20
Lexington, Kentucky 40513
KY Organization #0266596

L.A.L.

Organization President & Primary Project Contact:
Larry Lewis
859-321-4320 (phone)
willowoakhood2015@gmail.com (email)

Secondary Project Contact & Project Manager:
David Day
859-227-1703 (phone)
dday@gray.com (email)

Project Site Location & Property Owner:
Willow Oak Homeowners Associations, Inc.
750 Millpond Road
Lexington, KY 40514

Design Engineering Firm:
Resource Environmental Solutions, LLC (RES)
404 Ann Street, Suite 200
Frankfort, Kentucky 40601
Demetria Kimball-Mehlhorn
dkimball-mehlhorn@res.us (email)
502-576-3788 (phone)
Jennifer Shelby, P.E., CPESC (Design Team Lead)
jshelby@res.us (email)
(o) 502.625.3009 (c) 859.351.4307 (phone)

EcoGro (Build Team)
PO Box 2273
Lexington, Kentucky 40522
Jim Hanssen
jim@ecogro.net (email)
(o) 859.231.0500 (c) 859.621.7461 (phone)

PROJECT PLAN ELEMENTS

This Feasibility Study will determine green nature-based approaches to stormwater management and develop recommendations to achieve the following goals:

1) Improve Water Quality in the Shannon Run Tributary to South Elkhorn Creek by incorporating natural stormwater features and streambank stabilization to reduce and filter pollutants.
2) Establish native vegetation within the HOA area including riparian buffers, wet meadows and native trees.
3) Educate the public on stormwater management systems and water quality by incorporating public meetings during the feasibility study and educational signage after full construction.

Deliverables

The feasibility study will present three alternatives, with construction and maintenance cost estimates, pros and cons of each solution and what pollutants of concern each solution addresses. The alternatives will evaluate how to address sedimentation, E. coli, nutrification, flooding resiliency, and education. The solutions will be evaluated and scored for pollutant removal potential using the International Stormwater BMP Database. In addition, they will be broken into phased projects for future implementation using grant funding.

Meetings

An initial site visit and meeting with HOA representatives will be held to discuss the project, important aspects of the property and education on stormwater and water quality. Once the background information has been gathered and alternatives defined, a meeting with regulatory agencies (KDOW, USACE, LFUCG-DOE, LFUCG-DWQ) will be held onsite to review and discuss the pros and cons of solutions. Communication with LFUCG-DOE and DWQ will be ongoing, as needed, throughout the processes. Once the alternatives have been vetted and final draft created, a HOA public meeting will be held to discuss these alternatives and receive feedback from stakeholders.

FINAL FEASIBILITY STUDY REPORT

The results of the Feasibility Study will be presented in a final report that will, at a minimum, include:

1) Proposed locations of project elements.
2) Conceptual designs, cross-sections, etc. of the proposed elements.
3) Maintenance plans, as applicable.
4) Design and construction cost estimates for each proposed project element.
5) Special design and construction considerations (*i.e.* 401 / 404 permitting).

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project:

1) Grantor shall be provided a minimum of three (3) hard copies of the Final Feasibility Report along with one (1) digital copy.

2) All attachments to Request for Funds & Project Status Reports shall reference the associated line Table 2 – Project Eligible Expenses.

PERMANENT FACILITIES / INFRASTRUCTURE

Does not apply to this grant. Attachment B is not required for this Agreement.

EQUIPMENT

Any equipment purchased with the Grant shall remain the property of the Organization.

ADDITIONAL GRANT STIPULATIONS

1. Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables.
2. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 20.20% cost share offered in the application (approximately $9,872.20).

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Schedule
Approval of Grant Award Agreement and Notice to Proceed (NTP)	Anticipated February 2026
Kickoff Meeting with LFUCG & Stakeholders	March 2026
Modeling and Draft Alternatives	April - August 2026
Regulatory Meeting	August 2026
Final Draft Alternatives	September - October 2026
Stakeholder Meeting	October 2026
Final Feasibility Study/Project Closeout	December 2026
Provide Project Final Report to LFUCG	December 2026

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization's cost share.

Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the LFUCG Grant Manager for review prior to construction and again once bids are received. **The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee**. Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

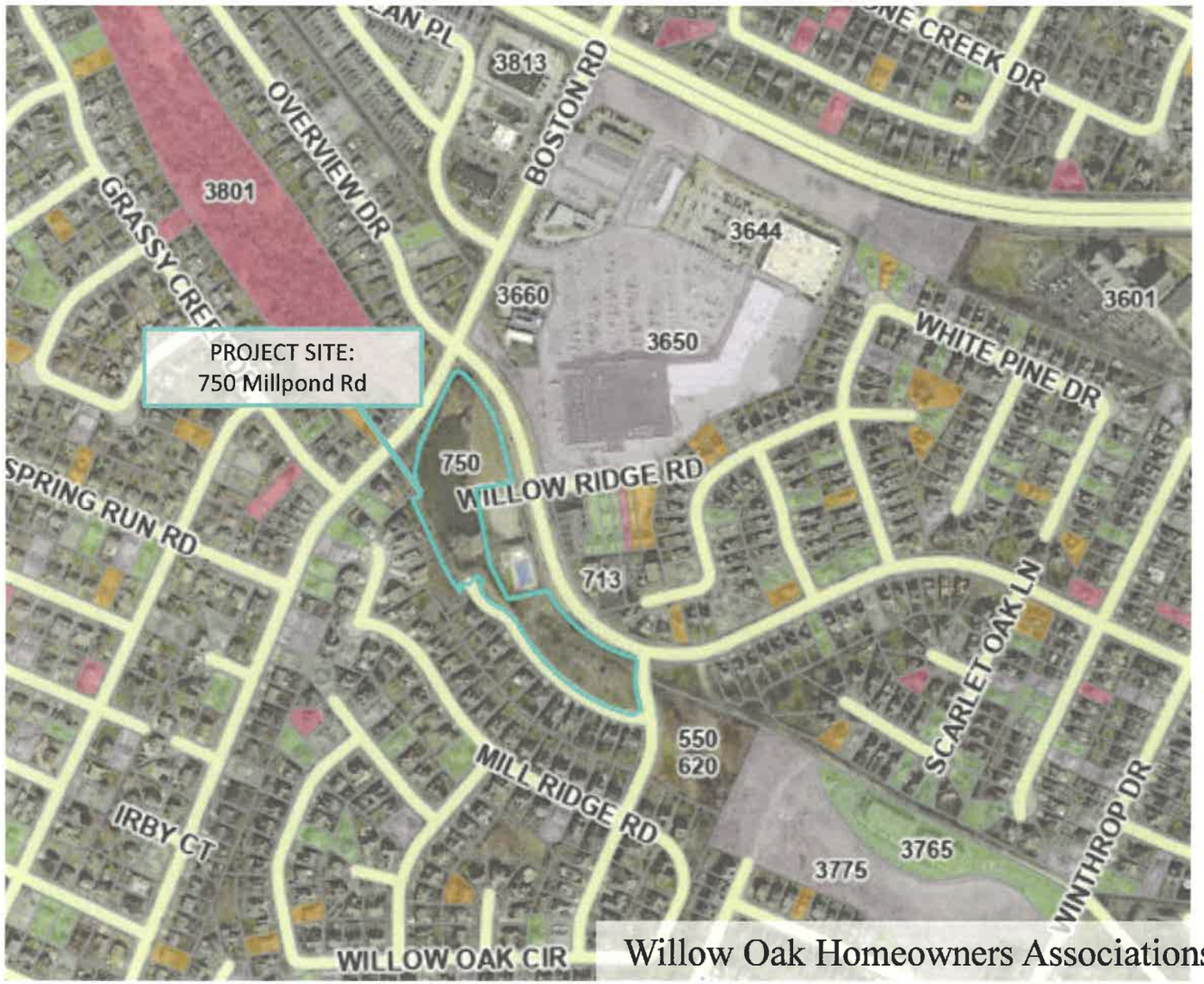
TABLE 2 – ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	**Project Element 1: Grant Management**								
1.1	Donated Professional Service Hours	Grant Manager	Grant Management	$ 17.39	per hour	20	$ 347.80	$ -	$ 347.80
2	**Project Element 2: Background & Modeling**								
2.1	Volunteer Hours	HOA board	Volunteer Hours for organizing and advertising information meeting #1	$ 15.00	per hour	8	$ 120.00	$ -	$ 120.00
2.2	HOA Meeting	RES & EcoGro	Initial Kick-Off Meeting & HOA Meeting	$1,500	LS	1	$ -	$ 1,500.00	$ 1,500.00
2.3	Background Data, Field Assessment & Modeling	RES	Gather background data and current analysis. Gather field data such as stream cross sections and pond depth. Model stormwater and floodplain requirements.	$11,500	LS	1	$ 1,500.00	$ 10,000.00	$ 11,500.00
3	**Project Element 3: Alternatives**								
3.1	Volunteer Hours	HOA board	Volunteer Hours meeting with RES and regulatory agency to review alternatives	$ 15.00	per hour	5	$ 75.00	$ -	$ 75.00
3.2	Alternatives & Cost Estimates	RES & EcoGro	Create 3 alternatives with 50% Design and associated cost estimates. Create conceptual layout with riparian buffer locations, native plantings and additional tree plantings.	$ 27,500.00	LS	1	$ 3,500.00	$ 24,000.00	$ 27,500.00
3.3	Regulatory Meeting	RES	Meet with regulatory agencies to discuss alternatives	$ 2,500.00	LS	1	$ 1,000.00	$ 1,500.00	$ 2,500.00
3.4	Final HOA Meeting	RES & EcoGro	HOA Meeting with alternatives and cost estimates.	$1,500	LS	1	$ 1,500.00	$ -	$ 1,500.00
3.5	Complete Feasibility Study & Recommendations	RES	Final Feasibility Study	$3,500	LS	1	$ 1,500.00	$ 2,000.00	$ 3,500.00
4	**Project Element 4: Public Education**								
4.1	Volunteer Hours	HOA board	Update Website with feasibility study information and educational components	$ 15.00	per hour	2	$ 30.00	$ -	$ 30.00
4.2	Volunteer Hours	HOA Volunteers	Volunteer Hours for participation in 2 public meetings (assume 10 people for 1 hour each meeting)	$ 15.00	per hour	20	$ 300.00	$ -	$ 300.00
5				***TOTAL PROJECT BUDGET:***			**$ 9,872.80**	**$ 39,000.00**	**$ 48,872.80**
6							**ORGANIZATION**	**GRANT**	
7			**COST SHARE % = 20.20%** OK				**SHARE[a]**	**SHARE**	
8			**MUST BE ≥ 20%**				**20.2%**	**79.8%**	

FIGURE 1 – MAP OF PROJECT AREA (FROM PROPERTY VALUATION ADMINISTRATOR)



Stormwater Quality Projects Incentive Grant Program



Willow Oak Homeowners Associations, Inc.

Stormwater Quality Projects Incentive Grant Program



Willow Oak Homeowners Associations, Inc.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0871-25

File ID:	0871-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Water Quality
				File Created:	09/08/2025
File Name:	Incentive Grant WaterwaysLex,Inc.			**Final Action:**	

Title: Authorization to approve a FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for WaterwaysLex, Inc. in the amount of $20,836.25 to support the 2026 Watershed Summit, educational outreach opportunities, and a WaterwaysLex Steering Committee. Funds are budgeted. (L0871-25)(Martin/Albright)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Blue Sheet Memo, FY26 Class A Neigborhood WaterwaysLex, Inc. GAA ATTACHMENT A_Grantee Signed, FY26 WaterwaysLex, Inc. - Council Map	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Christina King/ Frank Mabson	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0871-25

Title

Authorization to approve a FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for WaterwaysLex, Inc. in the amount of $20,836.25 to support the 2026 Watershed Summit, educational outreach opportunities, and a WaterwaysLex Steering Committee. Funds are budgeted. (L0871-25)(Martin/Albright)

Summary

Authorization to approve a FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for WaterwaysLex, Inc. in the amount of $20,836.25 to support the 2026 Watershed Summit, educational outreach opportunities, and a WaterwaysLex Steering Committee. Funds are budgeted. (L0871-25)(Martin/Albright)
Budgetary Implications [select]: Yes
Advance Document Review:

Law: Yes J. Todd Henning 9/5/25

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: $20,836.25

Annual Impact: $

Project: WQINCENTIVE_26

Activity: WQ_GRANT

Budget Reference:

Current Balance: $3,069,789.13

MAYOR LINDA GORTON

LEXINGTON

CHARLES MARTIN
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

FROM : Charles H. Martin, P.E., Director
Division of Water Quality

DATE: August 29, 2025

SUBJECT: Recommendation for a FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for WaterwaysLex, Inc.

Request

The purpose of this memorandum is to request approval of an FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for WaterwaysLex, Inc., in the amount of $20,836.25.

Purpose of Request

The objective of the project is to provide awareness and education, including site visits and hands-on volunteer efforts, stream restoration demonstration projects, and engaging property owners in installing and maintaining stream restoration projects on public and private property. Grant funds will be used to support the 2026 Watershed Summit, educational outreach opportunities (i.e., purchase items needed to "table" at local events, including those sponsored by partner agencies, at festivals, neighborhood/homeowner association meetings, etc.), and a WaterwaysLex Steering Committee (a multidisciplinary group serving as the policy-making arm of WaterwaysLex which will oversee the grant monitoring, reimbursement requests and reporting).

Project Cost in FY26 and in Future Budget Years

The grant has been approved for FY26 funding by the Water Quality Fees Board in the amount of $20,836.25.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_26 – WQ_GRANT

Martin/Albright

GRANT AWARD AGREEMENT

Fiscal Year 2026 Class A Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20___, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **WATERWAYSLEX, INC.**, 121 EDGEMOOR DRIVE, LEXINGTON, KENTUCKY 40503 (hereinafter "Grantee").

W I T N E S S E T H:

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist qualified applicants in the implementation of projects that meet the goals of the program; and

WHEREAS, the Grantee represents directly or indirectly a group of single-family residences in Fayette County who are fee-payers of the Government's Water Quality Management Fee; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

WHEREAS, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality for the benefit of its members, community, and the general public; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Government's Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances;

THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND GRANTEE AGREE AS FOLLOWS:

(1) The Government hereby grants the Grantee the sum of **$20,836.25** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.

(2) The Grantee agrees to match the Grant with contributions, labor, and other services equal to or greater than 20% of the total project cost.

(3) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.

(4) The Grantee agrees to perform periodic reporting as detailed in Paragraph (5) herein below, and provide to the Government a Project Final Report, in digital and hard copy, within thirty (30) calendar days of the completion of the project elements following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures.

(5) The Grant to the Grantee shall be disbursed in the following manner:

(a) The Grantee shall submit, at least once every three (3) months, a *Grant Reimbursement Form* and a *Request for Funds,* in standardized format provided by the Government, to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. The *Request for Funds* shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The *Request for Funds* shall include full accounting of all eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the *Request for Funds*.

(b) Each *Request for Funds* shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. Each *Request for Funds* shall include a minimum of 10% cost share. For cash expenditures, this shall include receipts, showing vendor paid, date, amount, and items purchased. For volunteer hours, this shall include sign-in sheets describing the events with signatures, name, address, time in and time out (or length of event), for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and miles driven.

(c) Each *Request for Funds* shall be accompanied by a *Project Status Report,* in a standardized format provided by the Government, describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events (if applicable), copies of the class sign-in sheets documenting the number of attendees shall be provided.

(d) The Government's Grant Manager shall review each *Request for Funds* and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Government's Grant Manager finds the Grantee's *Request for Funds* is in compliance with the terms of this Agreement and the Program's guidelines and that the activity progress and management program of the Grantee satisfy the terms of this Agreement, he or she shall approve the *Request for Funds* within 15 days of receipt, and then forward it to the Division of Accounting for payment.

(e) Should the Government's Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and/or management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the *Request for Funds*. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(f) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.

(6) For any project which includes installation of permanent capital infrastructure as listed in Attachment A (not to include individual rain barrels, small rain gardens, and pond equipment), the Grantee agrees to meet all design standards specified in the Government's Engineering Manuals and/or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by the Government.

(7) For any project which includes installation of permanent capital infrastructure as listed in Attachment A, the Grantee agrees to provide in hard copy and electronic format the following deliverables as they become available, each sealed by a Professional Engineer licensed in the Commonwealth of Kentucky (or Registered Landscape Architect when allowed by Kentucky Revised Statutes 323A.010):

- Design calculations;
- Final construction plans, including erosion and sediment control plans, traffic control plans, grading plans, etc.;
- Final specifications and bidding documents (if applicable);
- Detailed engineer's construction cost estimate including quantities;
- Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual;
- Copies of all federal, state, and local permits, approvals, encroachments, etc. obtained for the project;
- Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
- Photo documentation of site conditions and improvements before, during, and after construction.

(8) For any project which includes installation of permanent capital infrastructure listed in Attachment A, the Grantee shall provide, by the end of the design phase, certification by a Professional Engineer or Registered Landscape Architect licensed in Kentucky that all stormwater control facilities proposed for this project are feasible and viable Best Management Practices (BMPs) for controlling stormwater quality and/or quantity and are appropriate for the project site.

(9) The Grantee and Property Owner agree that any and all stormwater control facilities, including equipment and infrastructure, constructed or purchased with Grant monies shall remain the property of the Grantee, or the current property owner, or his successors and assigns, unless otherwise noted in Attachment A.

(10) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure shall remain in service and maintained by the Grantee or its representatives and the Property Owner for at least the Service Life listed in the Inspection, Operation, and Maintenance Plan developed for each facility referenced in Paragraph (7) above. For capital infrastructure, the Grantee and Property Owner further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.

(11) The Grantee agrees, and all individual property owners with grant-funded improvements installed on their properties shall agree, to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.

(12) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

(13) The Grantee agrees to obtain all necessary local, state, and federal permits and approvals in a timely manner and prior to the start of any work requiring such permits or approvals.

(14) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(15) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within **24** months from the date of this Agreement. The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the

grant period. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(16) The Grantee understands that the Grant shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(17) The Grantee asserts that it is an incorporated organization registered in active status with the Commonwealth of Kentucky Secretary of State, and is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housings Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(18) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(19) In any advertisement of the grant-funded project, whether oral or written communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

(20) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(21) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

(23) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.

(24) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall defend, indemnify, and hold harmless the Government from and against any and all liability, claims, damages, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or Property Owner's contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, or in any way connected with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

(25) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the

Government shall provide the Grantee thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.

(26) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

LINDA GORTON, MAYOR

ATTEST:

_____

CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION:

WATERWAYSLEX, INC.
121 EDGEMOOR DRIVE
LEXINGTON, KENTUCKY 40503

BY: Pace Cooke Emmons

NAME: Pace Cooke Emmons

TITLE: Recording Secretary

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Pace Cooke Emmons, as the duly authorized representative for and on behalf of Waterwayslex, on this the 26th day of August, 2025.

My commission expires: 09-22-2025.

NOTARY PUBLIC

NICOLE DANETTE TRAUGOTT
Notary Public-State at Large
KENTUCKY - Notary ID # KYNP37273
My Commission Expires 09-22-2025

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
WaterwaysLex Inc.

GRANT PROGRAM **2026 Stormwater Quality Projects Incentive Grant Program**
Class A Neighborhood Projects

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works

PROJECT TEAM AND CONTACT INFORMATION

PC

Grantee Organization: WaterwaysLex, Inc.
121 Edgemoor Dr.,
Lexington, KY 40503
KY Organization #1448166

Organization President: John Pike, PE
(859) 321-7608
JPike@palmernet.com (email)

Primary Project Contact: Pace Cooke Emmons
601-917-7020 (phone)
Pace.WaterwaysLex@gmail.com (email)

Secondary Project Contact & Project Manager: John Pike, PE
859-321-7608 (phone)
JPike@palmernet.com (email)

Project Team: John Pike, PE WaterwaysLex President; Palmer Engineering and Hickman Creek Conservancy
Kelly Taylor, WaterwaysLex Vice President; Hickman Creek Conservancy
Heather Silvanik, WaterwaysLex Treasurer; Director of Operations, Fayette County Conservation District
Ken Cooke, WaterwaysLex Immediate Past President; Friends of Wolf Run
Amanda Gumbert, Ph.D., Extension Water Quality Specialist, Waterways Lex Science Advisor; President Friends of Cane Run
Tracy Knowles, MSES, Professor of Chemistry and Environmental Science Technology at Bluegrass Community and Technical College

PROJECT PLAN ELEMENTS

This incentive grant proposal is an effort to support the goals of LFUCG's MS4 program and the existing Watershed Management Plans through education and outreach. Our members, and partners have the experience and ability to implement successful education and outreach campaigns. All of our five project elements seek to engage the community in a different way, but all elements will result in community members feeling more aware of water quality and quantity issues and solutions, empowered with knowledge and support to implement and maintain BMPs on their property, and connected with the environmental advocacy community so that they will be more likely to serve as an environmental champion in their area of interest.

Project Elements (From Application)

1. **Hosting a 2026 Watershed Summit.** similar to the successful 2025 event, which brought together researchers, academics, undergraduate and graduate students: botanists, many nonprofits working in this field, professional engineers and property owners. The critical mass of this body of knowledge, and the excellent presentations, including stream restoration projects, was very effective. We will follow the 2026 Summit with a post-survey to help in

planning the 2027 event and distribute findings through our website, social media, newsletter and partner agencies.

2. **Educational Outreach: Tabling; Educational Programs/Presentations; Information Dissemination**

   We plan to use grant funds to purchase items needed to "table" at local events, including those sponsored by partner agencies, at festivals, neighborhood/homeowner association meetings, etc. We plan to have a large format map of the Fayette County Watersheds, with streams and creeks indicated as well as stream restoration projects. The UK Extension Service has committed to donating 150 copies of *Central Kentucky Backyard Stream Guide* and 150 copies of *Living Along a Kentucky Stream* for WaterwaysLex to use for educational outreach. We will use our own publications, websites, social media sites to promote events, BMPs and other news. Many of our partner organizations have committed to help publicize WaterwaysLex events and to partner on events.

3. *Targeted Outreach:* Presentations to civic/social/environmental/neighborhood groups (3 planned).

4. **Stream Restoration Walks & Stream Cleanups**

   Seeing is believing: We will host a total of 8 events along existing stream restoration projects in partnership with Hickman Creek Conservancy, Neighbors United for South Elkhorn Creek and Friends of Wolf Run: 2 stream tours (facilitated by water/stream restoration experts); 3 steam clean-up events; 3 evaluation and monitoring of stream restoration projects (facilitated by water/stream restoration/water monitoring specialists).

5. **WaterwaysLex Steering Committee:** This multidisciplinary group will serve as the policy-making arm of WaterwaysLex and continue the collaborative, practical efforts, research and evaluation modeled at the Waterways Summit. Commitments to participate on the Steering Committee have been made by these agencies/individuals: Dr. Amanda Gumbert, Extension Water Quality Specialist; Dr. UK Landscape Architecture Department; Kentucky River Basin/Kentucky Water Research Institute (KWRI); Fayette County Conservation District; Friends of Wolf Run; Hickman Creek Conservancy; Neighbors United for South Elkhorn Creek; Palmer Engineering, Eco-Gro and several relevant nonprofits. The collaboration of this diverse group will amplify the work of WaterwaysLex. We included the line item for grant monitoring, reimbursement requests and reporting in #5 on our budget.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project:

1. All handouts and educational materials shall be provided to the LFUCG Grant Manager in hard copy and electronic (PDF) format with Requests for Funds & Project Status Reports and/or the Project Final Report.

2. Photographs and records documenting events, programs, training, workshops, et cetera shall be provided to the LFUCG Grant Manager in electronic format with the Project Final Report.

3. Sign-in sheets for Professional Development events shall be maintained and provided to the LFUCG Grant Manager upon request. Participation attendance counts shall be maintained and provided to the LFUCG Grant Manager, with reporting for all other events.

4. Materials associated with printed teacher lesson plans and best practices for implementation within their classrooms from the stream site visits or other facilitated educational programs shall be provided to the LFUCG Grant Manager in hard copy and electronic (PDF) format with Requests for Funds & Project Status Reports and / or the Project Final Report.

5. Copies of any program evaluations collected in association with the facilitated educational programs, outreach programs, public participation, and site visits shall be provided to the LFUCG

Grant Manager in hard copy or electronic (PDF) format with the Project Final Report.

6. All attachments to Requests for Funds & Project Status Reports shall reference the associated line in Table 2 – Eligible Expenses.

DESIGN

No grant-funded activities shall occur until the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the project.

~~Design tasks will include meetings, survey, engineering design, permit submittals to the applicable local, state, and federal agencies, bidding, and construction.~~

~~Design shall also account for the following stipulations:~~

- ~~Submittals for stream permits (401 / 404) shall be completed as early as possible in the design process to inform the Design Engineer of alternatives that can be permitted without triggering state or federal mitigation requirements (if required).~~

- ~~The Design Engineer shall meet with the LFUCG Grant Manager for at least three meetings during the design phase:~~

  ~~i) Prior to the start of design~~
  ~~ii) At the completion of approximately 50% design~~
  ~~iii) At the 95% completion of the design documents~~

  ~~The Design Engineer shall provide a copy of the preliminary plans, calculations, and specifications (if available) representing 50% and 95% completion. These submittals shall be used to assist LFUCG staff in understanding the project components and allow for feedback to ensure the Government's funds shall be utilized for sustainable and effective infrastructure.~~

- ~~All existing utilities shall be located and shown on the design plans.~~

- ~~All existing easements, adjacent property lines, and rights-of-way shall be shown on the design plans. If any work is proposed to occur within any easement (*i.e.*, utility, etc.), whether public or private, the Organization shall obtain all necessary encroachment agreements from the authorized agencies prior to the start of construction.~~

- Any work proposed within or on public right-of-way, easement, or LFUCG-owned property will require one or more permits or approvals. This includes installation permits for connection into any existing curb inlet or stormwater manhole located within public right-of-way. Please contact the appropriate staff:

  Parks and Recreation, Chris Cooperrider – ccooperrider@lexingtonky.gov
  Environmental Services (greenways), Ben Cornett – jcornett@lexingtonky.gov
  Environmental Services (street trees), Heather Wilson – hwilson@lexingtonky.gov
  Engineering (right-of-way), John Cassel – jcassel@lexingtonky.gov
  Engineering (new development), Hillard Newman – hnewman@lexingtonky.gov
  Sanitary Sewers, Chris Dent – cdent@lexingtonky.gov
  Stormwater, Mark Sanders– msanders@lexingtonky.gov

- ~~All federal, state, and local permits, approvals, and agreements required for construction of the proposed improvements shall be obtained prior to the start of construction. If the timing of construction is such that a permit may expire before construction can be completed, then the Organization shall coordinate with the LFUCG Grant Manager and permitting agencies on appropriate timing for permit submittals. The Organization is fully responsible to determine which approvals, permits, and encroachments are required for the project.~~

- ~~Erosion and sediment control and traffic control measures shall be designed to meet all standards and follow guidelines in the LFUCG Engineering Manuals and shall be shown on the design plans with appropriate notes.~~

PERMANENT FACILITIES / INFRASTRUCTURE

Permanent Capital Infrastructure: This grant does include Permanent Capital Infrastructure for purposes of the Grant Award Agreement.

Future Inspection and Maintenance: The Organization (and / or Property Owner) agrees to sign and abide by the terms of the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* included as Attachment B to the Grant Award Agreement. At the end of project, the Organization may choose to: a) enter into the Agreement with LFUCG and assume responsibility for maintenance, or b) enter into the Agreement with LFUCG for responsibility to ensure maintenance and enter into a second private agreement with the property owners to perform the future maintenance.

Monitoring by LFUCG: The Organization agrees to allow LFUCG staff future access to any property on which work is performed to monitor the installed features for compliance with this Agreement following the grant period. After the grant period has ended, the Organization agrees to allow LFUCG access for monitoring per the terms of the Maintenance Agreement. Water quality sampling via grab samples or other methods may be employed by LFUCG staff as part of its Kentucky Pollutant Discharge Elimination System (KPDES) MS4 Phase 1 Permit.

SITE / ACCESS (FOR STREAM TOURS AND CLEAN-UP ACTIVITIES)

If work is to be performed on private property (including LFUCG-owned), the Organization is responsible for obtaining written authorization from the affected property owner(s) allowing such access. No permanent feature (including plantings) shall be placed upon private property without prior signed authorization from the owner. The written authorization(s) shall be provided to the LFUCG Grant Manager prior to work commencing.

ADDITIONAL GRANT STIPULATIONS

1. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.

2. Applicant shall obtain encroachment agreements for each public site from the Division of Environmental Services.

3. All handouts, sign-in sheets and educational component documentation shall be provided to the LFUCG Grant Manager in hard copy and electronic (i.e., PDF) formats with Requests for Funds / Project Status Reports and/or the Project Final Report including those used to convey the progression of the project, lessons learned, evaluations of water quality impacts.

4. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 47.6% cost share offered in the application (approximately $18,903.75).

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Date(s)
Approval of grant contract	Within 1 week of grant award notification
Convene project steering committees: Education/BMP modeling; Outdoor Educational Events; Watershed Summit;	Within 30 days of grant award notification
Approval of work plan and detailed schedule by WaterwaysLex Board	Within 45 days of grant award notification
Tabling at public events; create FaceBook, Instagram other social media pages; start creation of website; develop artwork, including maps and collateral (brochures, etc.); tabling events in collaboration with supporting partners)	Within 60 days of grant award through October 2026
Create and distribute quarterly e-newsletter with selected print distribution	Within 30 days of grant award through November 2026
Host Steering Committee	April-May 2026
Conduct multidisciplinary Watershed Summit conference	April-May 2026
Conduct Stream Walks (2 walks in collaboration with watershed organization partners)	April-May 2026; October 2026
Conduct Stream Clean Up and Trash Removal (3 events in collaboration with watershed organization partners))	April-May 2026, October 2026
Conduct Monitoring/Evaluation of Existing Steam Restoration Projects/Water Quality (3 events in conjunction with watershed organization partners)	May-June 2026, October-November 2026
Presentations to civic/social/educational groups on watershed health, reducing undesired runoff and effluents and BMPs for creeks/streams (vegetative riparian buffers, increase tree canopy, using native plants; slowing erosion, etc.) (3 presentations in collaboration with partner agencies, which may include but are not limited to Fayette County Neighborhood Council, Urban Forestry Institute, BCTC Environmental Science Technology program, Trees Lexington)	April-November 2026
Participate in news and talk shows (radio, tv, print, other)	Throughout grant period
Planning for 2027 Watershed Summit	October 2026-December 2026
Plan and host 2nd WaterwaysLex Steering Committee meeting	September-October 2026
Final Report to LFUCG	December 1, 2026

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization's cost share.

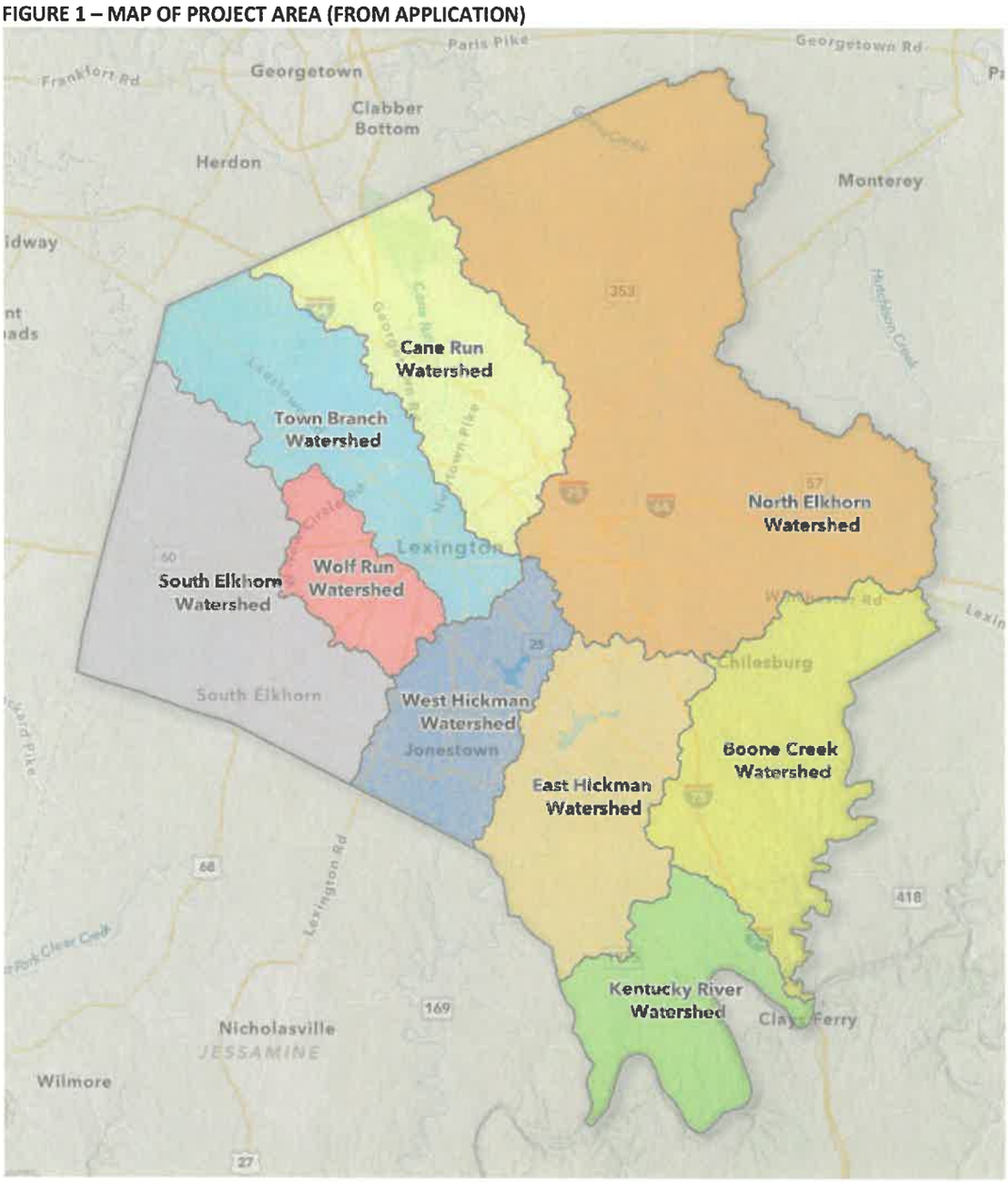
Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the LFUCG Grant Manager for review prior to construction and again once bids are received. **The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee.** Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

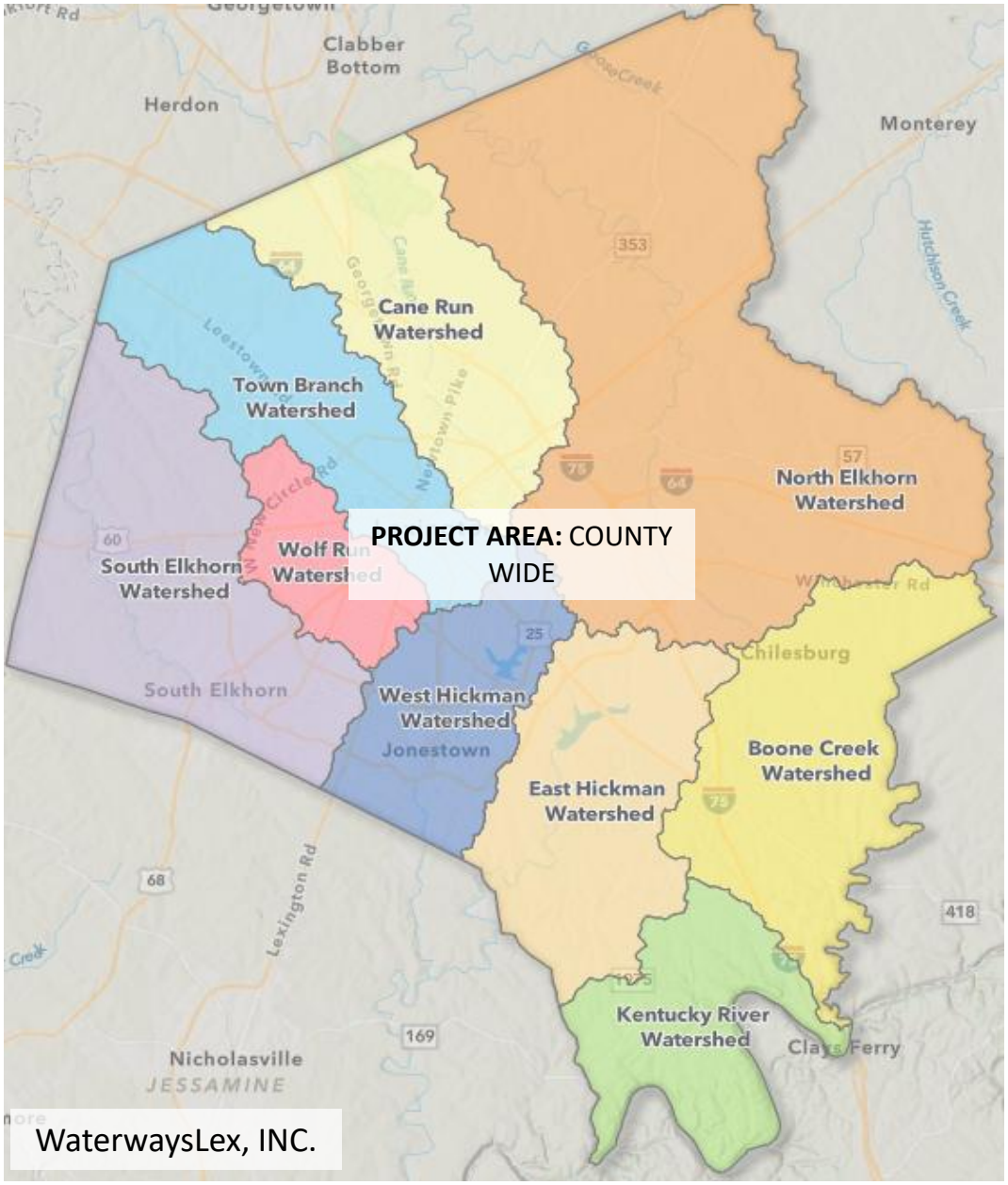
TABLE 2 – ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	**Project Element: Watershed Summit**								
2	Facilities Rental	BCTC	BCTC Services Summary (administration fee, janitorial, security (weekend event), IT Fee, AV Rental	$1,000.00	lump sum	1	$ 350.00	$ 650.00	$ 1,000.00
3	Printing		Printed materials, postage and supplies	$1,000.00	lump sum	1	$ -	$ 1,000.00	$ 1,000.00
4	Contracted Services	Various	Project Coordinator Time, Post Summit Implementation/Report, Steering Committee Professional Time, Multiple staff attend Conference; assist with post-conference evaluation, Post Conference Follow up Professional Time	35.00	hourly	140	$ 1,950.00	$ 2,800.00	$ 4,750.00
5	Internet Information Services		Social Media Advertising/Promotions, Website/Social Media Maintenance	950.00	lump sum	1	$ -	$ 950.00	$ 950.00
6		various	Volunteers: Assistance at event 8 people x 6 hours	15.00	hourly	48	$ 720.00	$ -	$ 720.00
7		various	File for CEUs	27.50	hourly	6	$ 165.00	$ -	$ 165.00
8	Volunteer Hours	various	Volunteer Attendees; 75 people for 5 hours: Total Hours: 375	15.00	hourly	375	$ 5,625.00	$ -	$ 5,625.00
9	**Project Element: Educational Outreach**								
10	Tabling Materials		Table, 2 chairs, Fitted Table Skirt with Imprting, Banner Stand, 10 x 10 portable pop-up tent for events and artwork	1,075.00	each	1	$ -	$ 1,075.00	$ 1,075.00
11	Printing		Vinyl floor map (9' x 12'), Design and printing: Artwork, maps, brochures, Print 50 copies of newsletter 2x/year, Stream publications: Uk Ext. Service	4,800.00	lump sum	1	$ 800.00	$ 4,000.00	$ 4,800.00
12	Educational Presentation	Board, Volunteers	Educational presentations at 3 civic/social/educational/neighborhood groups (2 volunteers, 3 hours each, including prep) 3 events; Total hours: 18	15.00	hourly	18	$ 270.00	$ -	$ 270.00
13	Internet Information Services		Website development; locally managed CMS	2,500.00	lump sum	1	$ -	$ 2,500.00	$ 2,500.00
14	Contracted Services	Project Director	Scheduling, supervision Educational Outreach: Tabling, Presentations, Media; newsletter (4x/year), Educational outreach program development, consultation, event coordination, production of digital media and presentation to audience.	35.00	hourly	50	$ 403.75	$ 2,961.25	$ 3,365.00
15	Professional Services		GIS for Fayette County Watershed Map, Assistance with newsletter/publications	1,110.00	lump sum	1	$ 360.00	$ 750.00	$ 1,110.00
16	News Coordination	Board, Volunteers	contact media, set up interviews, appearances on talk shows, etc.	15.00	hourly	10	$ 150.00	$ -	$ 150.00
17	Volunteer Hours		Tabling Volunteers: 2 Volunteers; 6 events 4 hours each	15.00	hourly	48	$ 720.00	$ -	$ 720.00
18	**Project Element: Stream Restoration Walks**								
19	Donated Professional Services	Water quality/stream restoration professionals, project director	Professional guidance (2 @2.5 hours), Scheduling, supervision	$35.00	hourly	11	$ 175.00	$ 210.00	$ 385.00
20	Internet Information Services		Promotion (paid)	150.00	lump	1	$ -	$ 150.00	$ 150.00
21	Volunteer Hours	volunteers	Volunteers 15 @ $15/hr 2 hours each walk; 2 walks or 30 hours	15.00	hourly	30	$ 450.00	$ -	$ 450.00
22	Printing	outside vendor	Outdoor signage to indicate location (yard sign style)	20	unit	4	$ -	$ 80.00	$ 80.00
23	**Project Element: Stream Cleanup/Stream Restoration**								
24	Contracted Services	Water quality/stream restoration experts, FCCD	Professional guidance: Clean up along streams (3 events) 3 hours x 3, Promotion/assistance with stream Tours, Professional guidance: Evaluation and Monitoring Stream Restoration Sites (3 events @ 4 hours each)	35.00	hourly	25	$ 120.00	$ 735.00	$ 855.00
25	Volunteer Hours	volunteers	Clean up volunteers: 15 x 3 cleanups; 3 hours each; total person/hours: 135, Evaluation/Monitoring Stream sites: 15 x 3 cleanups; 4 hours each; total person/hours: 180	15.00	hourly	315	$ 4,725.00	$ -	$ 4,725.00
26	Volunteer Materials and Supplies	trash bags/supplies	Trash bags and supplies (4 @ $30.00)	100.00	unit	1	$ -	$ 100.00	$ 100.00
27	Contracted Services	project director	Scheduling, supervision (7 events)	35.00	hourly	15	$ -	$ 525.00	$ 525.00
28	Internet Information Services	promotion	Promotion/paid	350.00	lump	1	$ -	$ 350.00	$ 350.00
29	**Project Element: Project Steering Committee**								
30	Donated Professional Services	3 advisors, FCCD	Technical and science advisors (professional/academic) 3 advisors; 3 hours x 2 meetings; total: 18 hours, Technical advisor, Soil and Water Conservation specialist) advisors; 4 hours/2 meeting plus planning	40.00	hourly	24	$ 960.00	$ -	$ 960.00
31	Meeting Facilities	meeting materials & meeting space	Materialsl, maps, AV rental, Meeting space rental, associated fees	500.00	unit	2	$ -	$ 1,000.00	$ 1,000.00
32	Volunteer Hours	volunteers	Volunteers: 2 meetings, 2 hours each (estimate 16 x 2 meetings x 2 hours; 64 person/hours)	15.00	hourly	64	$ 960.00	$ -	$ 960.00
33	Contracted Services	project director	Meeting prep, communication, scheduling, Monitor project progress; assemble sign-in sheets, receipts and deliverables for grant reporting; prepare reimbursement requests and final report	35.00	hourly	29	$ -	$ 1,000.00	$ 1,000.00
34					*TOTAL PROJECT BUDGET:*		**$ 18,903.75**	**$ 20,836.25**	**$ 39,740.00**
35							**ORGANIZATION**	**GRANT**	
36			**COST SHARE % = 47.57%**		OK		**SHARE***	**SHARE**	
37			**MUST BE ≥ 20%**				**47.6%**	**52.4%**	
38	*Organization share must be at least 20% of the total project costs.								

FIGURE 1 – MAP OF PROJECT AREA (FROM APPLICATION)



Stormwater Quality Projects Incentive Grant Program



WaterwaysLex, INC.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0872-25

File ID:	0872-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Water Quality
				File Created:	09/08/2025
File Name:	Incentive Grant Lake Crossing HOA			**Final Action:**	

Title: Authorization to approve a FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Lake Crossing Homeowners Association, Inc. in the amount of $18,920.00 to replace invasive species with a variety of native trees and shrubs that are better suited to the local environment and contribute to the restoration of the canopy and improvement of stormwater runoff. Funds are budgeted. (L0872-25) (Martin/Albright)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Blue Sheet Memo, FY 2026 Lake Crossing HOA - Council Map, FY26 Lake Crossing Homeowner's Association, Inc GAA ATTACHMENT A_Grantee Signed	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Christina King/Frank Mabson	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0872-25

Title

Authorization to approve a FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Lake Crossing Homeowners Association, Inc. in the amount of $18,920.00 to replace invasive species with a variety of native trees and shrubs that are better suited to the local environment and contribute to the restoration of the canopy and improvement of stormwater runoff. Funds are budgeted. (L0872-25)(Martin/Albright)

Summary

Authorization to approve a FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Lake Crossing Homeowners Association, Inc. in the amount of

$18,920.00 to replace invasive species with a variety of native trees and shrubs that are better suited to the local environment and contribute to the restoration of the canopy and improvement of stormwater runoff. Funds are budgeted. (L0872-25)(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes J. Todd Henning 9/5/25

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: $18,920.00

Annual Impact: $

Project: WQINCENTIVE_26

Activity: WQ_GRANT

Budget Reference:

Current Balance: $3,069,789.13

MAYOR LINDA GORTON

LEXINGTON

CHARLES MARTIN
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

FROM : Charles H. Martin, P.E., Director
Division of Water Quality

DATE: September 2, 2025

SUBJECT: Recommendation for a FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Lake Crossing Homeowners Association, Inc.

Request

The purpose of this memorandum is to request approval of an FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Lake Crossing Homeowners Association, Inc., in the amount of $18,920.00.

Purpose of Request

The goal of the project is to improve, preserve, and encourage the growth of vegetated canopy in the green spaces of Lake Crossing property. Grant funds will be used to replace invasive species with a variety of native trees and shrubs that are better suited to the local environment and will contribute to the restoration of the canopy and improvement of stormwater runoff. The project also incorporates a stormwater educational component in the form of permanent signage at the retention basin.

Project Cost in FY26 and in Future Budget Years

The grant has been approved for FY26 funding by the Water Quality Fees Board in the amount of $18,920.00.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_26 – WQ_GRANT

Martin/Albright

Stormwater Quality Projects Incentive Grant Program



Lake Crossing Homeowner's Association, Inc.

869

GRANT AWARD AGREEMENT

Fiscal Year 2026 Class A Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20___, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **LAKE CROSSING HOMEOWNERS ASSOCIATION, INC., PO BOX 208, LEXINGTON, KENTUCKY 40588,** (hereinafter "Grantee" and "Property Owner").

W I T N E S S E T H:

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist qualified applicants in the implementation of projects that meet the goals of the program; and

WHEREAS, the Grantee represents directly or indirectly a group of single-family residences in Fayette County who are fee-payers of the Government's Water Quality Management Fee; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

WHEREAS, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality for the benefit of its members, community, and the general public; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Government's Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances;

THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND GRANTEE AGREE AS FOLLOWS:

(1) The Government hereby grants the Grantee the sum of **$18,920.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.

(2) The Grantee agrees to match the Grant with contributions, labor, and other services equal to or greater than 20% of the total project cost.

(3) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.

(4) The Grantee agrees to perform periodic reporting as detailed in Paragraph (5) herein below, and provide to the Government a Project Final Report, in digital and hard copy, within thirty (30) calendar days of the completion of the project elements following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures.

(5) The Grant to the Grantee shall be disbursed in the following manner:

(a) The Grantee shall submit, at least once every three (3) months, a *Grant Reimbursement Form* and a *Request for Funds,* in standardized format provided by the Government, to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. The *Request for Funds* shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The *Request for Funds* shall include full accounting of all eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the *Request for Funds*.

(b) Each *Request for Funds* shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. Each *Request for Funds* shall include a minimum of 10% cost share. For cash expenditures, this shall include receipts, showing vendor paid, date, amount, and items purchased. For volunteer hours, this shall include sign-in sheets describing the events with signatures, name, address, time in and time out (or length of event), for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and miles driven.

(c) Each *Request for Funds* shall be accompanied by a *Project Status Report,* in a standardized format provided by the Government, describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events (if applicable), copies of the class sign-in sheets documenting the number of attendees shall be provided.

(d) The Government's Grant Manager shall review each *Request for Funds* and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Government's Grant Manager finds the Grantee's *Request for Funds* is in compliance with the terms of this Agreement and the Program's guidelines and that the activity progress and management program of the Grantee satisfy the terms of this Agreement, he or she shall approve the *Request for Funds* within 15 days of receipt, and then forward it to the Division of Accounting for payment.

(e) Should the Government's Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and/or management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the *Request for Funds*. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(f) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.

(6) For any project which includes installation of permanent capital infrastructure as listed in Attachment A (not to include individual rain barrels, small rain gardens, and pond equipment), the Grantee agrees to meet all design standards specified in the Government's Engineering Manuals and/or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by the Government.

(7) For any project which includes installation of permanent capital infrastructure as listed in Attachment A, the Grantee agrees to provide in hard copy and electronic format the following deliverables as they become available, each sealed by a Professional Engineer licensed in the Commonwealth of Kentucky (or Registered Landscape Architect when allowed by Kentucky Revised Statutes 323A.010):

- Design calculations;
- Final construction plans, including erosion and sediment control plans, traffic control plans, grading plans, etc.;
- Final specifications and bidding documents (if applicable);
- Detailed engineer's construction cost estimate including quantities;
- Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual;
- Copies of all federal, state, and local permits, approvals, encroachments, etc. obtained for the project;
- Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
- Photo documentation of site conditions and improvements before, during, and after construction.

(8) For any project which includes installation of permanent capital infrastructure listed in Attachment A, the Grantee shall provide, by the end of the design phase, certification by a Professional Engineer or Registered Landscape Architect licensed in Kentucky that all stormwater control facilities proposed for this project are feasible and viable Best Management Practices (BMPs) for controlling stormwater quality and/or quantity and are appropriate for the project site.

(9) The Grantee and Property Owner agree that any and all stormwater control facilities, including equipment and infrastructure, constructed or purchased with Grant monies shall remain the property of the Grantee, or the current property owner, or his successors and assigns, unless otherwise noted in Attachment A.

(10) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure shall remain in service and maintained by the Grantee or its representatives and the Property Owner for at least the Service Life listed in the Inspection, Operation, and Maintenance Plan developed for each facility referenced in Paragraph (7) above. For capital infrastructure, the Grantee and Property Owner further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.

(11) The Grantee agrees, and all individual property owners with grant-funded improvements installed on their properties shall agree, to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.

(12) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

(13) The Grantee agrees to obtain all necessary local, state, and federal permits and approvals in a timely manner and prior to the start of any work requiring such permits or approvals.

(14) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(15) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within **24** months from

the date of this Agreement. The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the grant period. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(16) The Grantee understands that the Grant shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(17) The Grantee asserts that it is an incorporated organization registered in active status with the Commonwealth of Kentucky Secretary of State, and is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housings Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(18) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(19) In any advertisement of the grant-funded project, whether oral or written communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

(20) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(21) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

(23) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.

(24) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall defend, indemnify, and hold harmless the Government from and against any and all liability, claims, damages, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or Property Owner's contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, or in any way connected with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

Government shall provide the Grantee thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.

(26) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

LINDA GORTON, MAYOR

ATTEST:

_____

CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION & PROPERTY OWNER:

LAKE CROSSING HOMEOWNERS ASSOCIATION, INC.,
PO BOX 208,
LEXINGTON, KENTUCKY 40588

BY: Glynise Lipscomb

NAME: GLYNISE LIPSCOMB

TITLE: PRESIDENT

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Glynise Lipscomb, as the duly authorized representative for and on behalf of Lake Crossing Homeowners Association, on this the 26th day of August, 2025.

My commission expires: 06/12/2027.

Tamara Morgan Walters

NOTARY PUBLIC

TAMARA MORGAN WALTERS
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
COMMISSION # KYNP71210
MY COMMISSION EXPIRES 06/12/2027

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Lake Crossing Homeowner's Association, Inc.

GRANT PROGRAM

2026 Stormwater Quality Projects Incentive Grant Program
Class A Neighborhood Projects

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization:
Lake Crossing Homeowners Association, Inc.
PO Box 208
Lexington, KY 40588
KY Organization # 0433938

Organization President:
Glynise Lipscomb
859- 806-1891 (phone)
lakecrossinghomeowners@gmail.com (email)

Primary Project Contact & Management Team:
Tammy Walters
Community Association Team, LLC
3141 Caversham Park Lane
Lexington, KY, 40509
859-492-3922 (phone)
manager.cateam@gmail.com (email)

Project Site Location & Property Owner:
Lake Crossing Homeowners Association, Inc.
271 Shoreside Drive
Lexington, KY 40515
PVA Parcel #19974060

Design-Build Firm:
EcoGro
PO Box 22273
Lexington, KY 40522
859-231-0500 (phone)
Jim Hanssen
jim@ecogro.net (email)

PROJECT PLAN ELEMENTS

All improvements shall be located on the property at 271 Shoreside Drive, Lexington, KY 40515, owned by Lake Crossing Homeowner's Association, Inc. No other property or right-of-way shall be disturbed without the written permission from the property owners and/or LFUCG.

The objective of this project is to improve, preserve, and encourage the growth of vegetated canopy in the green spaces of Lake Crossing property. Their initiative aims to enhance the overall health and ecological health of the underused area while improving communal spaces. This project aims to revitalize the retention basin of Lake Crossing and supports its ecological integrity. The project elements will include:

1) Invasive Removal and Native Planting Installation - replace invasive species with a variety of native trees and shrubs that are better suited to the local environment and will contribute to the restoration of the canopy and improvement of stormwater runoff.
2) Stormwater Education - install a permanent educational signage at the retention basin.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project:

1) The Organization shall submit copies of the herbicide application plan to the LFUCG Grant Manager and the Division of Environmental Services prior to work beginning.

2) All attachments to Requests for Funds & Project Status Reports shall reference the associated line in Table 2 – Eligible Expenses.

PERMANENT FACILITIES / INFRASTRUCTURE

Permanent Capital Infrastructure: This grant does include Permanent Capital Infrastructure for purposes of the Grant Award Agreement.

Ownership: The proposed permanent facilities are expected to reside on private property in Fayette County and be owned by the property owners.

Future Inspection and Maintenance: The Organization (and / or Property Owner) agrees to sign and abide by the terms of the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* included as Attachment B to the Grant Award Agreement. At the end of construction, the Organization may choose to: a) enter into the Agreement with LFUCG and assume responsibility for maintenance, or b) enter into the Agreement with LFUCG for responsibility to ensure maintenance and enter into a second private agreement with the property owners to perform the future maintenance.

Monitoring by LFUCG: The Organization agrees to allow LFUCG staff future access to any property on which work is performed to monitor the installed features for compliance with this Agreement following the grant period. After the grant period has ended, the Organization agrees to allow LFUCG access for monitoring per the terms of the Maintenance Agreement. Water quality sampling via grab samples or other methods may be employed by LFUCG staff as part of its Kentucky Pollutant Discharge Elimination System (KPDES) MS4 Phase 1 Permit.

SITE / CONSTRUCTION ACCESS

If work is to be performed on private property (including LFUCG-owned), the Organization is responsible to obtain written authorization from the affected property owner(s) allowing such access. No permanent feature (including plantings) shall be placed upon private property without prior signed authorization from the owner. The written authorization(s) shall be provided to the LFUCG Grant Manager prior to work commencing.

ADDITIONAL GRANT STIPULATIONS

1. Applicant shall obtain written approval / agreement prior to work being done on properties not owned by the Applicant.
2. Tree removal and planting activities shall be reviewed and approved by the Division of Environmental Services Urban Forester and/or Arborist prior to any tree removal or planting activities.
3. Tree plantings shall be coordinated with existing utilities prior to plantings, and if possible, trees shall not be planted within 10' of an existing utility.
4. Encroachment agreements shall be obtained when working within any private utility areas.
5. A maintenance plan for tree plantings shall be provided for approval to the Grant Manager prior to plantings.
6. Applicant shall verify the need and ensure all permits are received (e.g., State, Local, and Federal) prior to any work.
7. Applicant shall provide the Division of Water Quality with a detailed budget listing how the funds and associated cost share will be allocated for inclusion in the Grant Award Agreement.
8. Permanent signage to be approved by the Grant Manager or Administrator prior to production.

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the

project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Schedule
Approval of Grant Award Agreement and Notice to Proceed (NTP)	Anticipated February 2026
Green Initiative	March 2026 – March 2027
Design Phase	April 2026
Planting Phase	April - May 2026
Educational walk-through tour	May 2026
Maintenance and Observation	June 2026 - June 2027
Provide Project Final Report to LFUCG	July 2027

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization's cost share.

Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the LFUCG Grant Manager for review prior to construction and again once bids are received. **The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee**. Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 – ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	**Project Element 2: Tree and Native Species Planting**								
2	Materials and Labor	EcoGro	Acquisition and planting of 1.5" caliper trees with mulch	$ 928.57	per tree	14	$ -	$ 13,000.00	$ 13,000.00
3	Materials and Labor	EcoGro	Acquisition and planting of shrubs and plant plugs around pond inlet			5 shrubs; 20 plant plugs	$ 730.00	$ 2,770.00	$ 3,500.00
4	Labor	EcoGro	Remove existing invasive species	$ 550.00	per spray	1	$ -	$ 550.00	$ 550.00
5	Materials and Labor	EcoGro	Planting native wildflower and grass meadow	$ 3,000.00	per planting	1	$ 3,000.00	$ -	$ 3,000.00
6	Materials and Labor	EcoGro	Maintaining meadow free of invasive species with year-round treatments	$ 200.00	per treatment	8	$ 1,000.00	$ 600.00	$ 1,600.00
7	**Project Element 3: Educational Components**								
8	Supplies	EcoGro	Educational Signage	$ 2,000.00	per sign	1	$ -	$ 2,000.00	$ 2,000.00
9					***TOTAL PROJECT BUDGET:***		**$ 4,730.00**	**$ 18,920.00**	**$ 23,650.00**
10							**ORGANIZATION**	**GRANT**	
11			**COST SHARE % =**	**20.00%**	OK		**SHARE***	**SHARE**	
12			**MUST BE ≥ 20%**				**20.0%**	**80.0%**	

FIGURE 1 – MAP OF PROJECT AREA (FROM PROPERTY VALUATION ADMINISTRATOR)



FIGURE 2 – SIDEVIEW PICTURE AT THE LAKEVIEW CROSSING RETENTION BASIN ILLLUSTRATING OVERGROWTH OF INVASIVE SPECIES FOUND IN THE SOUTHERN SIDE OF THE RETENTION BASIN (FROM APPLICATION)



FIGURE 3 – PICTURE AT THE LAKEVIEW CROSSING RETENTION BASIN ILLLUSTRATING THE WINTERCREEPER VINES TAKING OVER AN AREA LOCATED ON THE SOUTHWEST SIDE OF THE RETENTION POND (FROM APPLICATION)