

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507



Docket

Tuesday, February 17, 2026

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 [0143-26](#) Table of Motions: Council Work Session, February 10, 2026
Attachments: [TOM 021026](#)
- 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 [0137-26](#) Council Capital Projects, February 17, 2026
Attachments: [Capital List 2.17.26](#)
 - b [0142-26](#) Summary: Social Services and Public Safety Committee, January 13, 2026
Attachments: [ssps_summary_2026-1-13](#)
[clean_CO Ord_creating section 9-2.1](#)
[clean_CO Ord_amending Sec 12-1\(c\)](#)
- XI. **Council Reports**
- XII. **Public Comment - Issues Not on Agenda**
- XIII. **Adjournment**

Administrative Synopsis - New Business Items

- a** **0098-26** Authorization to execute a Ground Lease, pursuant to RFP No. 35-2025 with Social Impact Solar LLC (“SIS”), and a platform entity of Edelen Strategic Ventures LLC, for approximately 357 acres for the development, construction, and operation of a solar photovoltaic project located on the Haley Pike Landfill. Lease revenue estimate for year one is \$30,345. (L0098-26) (Dugas/Albright)
- Attachments:** [Bluesheet memo - Signed](#)
 [Lease - Version 8 Final](#)
 [Exhibit A - Leased Premises Schematic](#)
 [Exhibit C - Easements Schematic](#)
 [Exhibit D - Mineral Rights](#)
 [Exhibit E RFP #35-2025 Haley Pike Solar Lease](#)
 [Exhibit E RFP 35-2025 SIS Response](#)
- b** **0104-26** Authorization to execute an agreement with Cumulus Radio Lexington, KY for radio advertising for Lexington Fayette Urban County Government golf courses at no charge, in exchange for providing rounds of golf, from the date of execution through October 31st, 2026. (L0104-25) (Conrad/Ford)
- Attachments:** [Cumulus 2026 Spring and Fall Golf Card Agreement Bluesheet - Signed](#)
 [Cumulus Golf Card 2026](#)
- c** **0105-26** Authorization to execute change order #3 with Gresham Smith to increase the original design scope of work of the Kelley’s Landing Phase 0 Project to provide construction administration and partial design change. The increased amount is \$7,626.72, bringing the new contract total to \$79,476.72. (L0105-26) (Conrad/Ford)
- Attachments:** [Kelley's Landing Change Order 3 Memo - Signed](#)
 [CO Form](#)
 [LFUCG KL Proposal-Parking Study -Add 3](#)
 [RE Gresham Smith November Services Kelley's Landing Parking](#)
- d** **0107-26** Authorization to execute the necessary documents with Wastequip Manufacturing Company LLC dba Wastequip to procure dumpster units pursuant to Sourcewell contract 010825-WQI. At a cost of \$33,845.66. Funds are budgeted. (L107-26)(Baldon/Albright)
- Attachments:** [BS Wastequip Dumpster Purchase](#)
 [WQ-10370222](#)
 [107-26 wastequip 4903-4264-0526 v.1.doc](#)

- e** **0108-26** Authorization to approve a project services agreement with EverestLabs to participate in a national study on aluminum container capture rates at Materials Recovery Facilities. No budgetary impact. (L0108-26) (Baldon/Albright)
- Attachments:* [BS Closed Loop Aluminum Study 2.3.2026](#)
 [Service Agreement UBC Project Lexington Signed](#)
 [RESO 0108-26 Aluminum Container Study at MRF 4922-5211-1759 v.1.docx](#)
- f** **0109-26** Authorization to enter into a purchase agreement with Atlantic Emergency Solutions, Inc. (Sourcewell Contract #082025-PMI) for (1) Custom Pierce Enforcer Heavy Duty Rescue at a cost not to exceed \$1,960,731.00. Funds are budgeted. (L0109-26) (Wells/Armstrong)
- Attachments:* [Atlantic Emergency Solutions contract_022026](#)
 [Atlantic Emergency Solutions Purchase Agreement Heavy Rescue_022026](#)
 [LEXINGTON - Sourcewell Pricing Worksheet 2.06.2026](#)
- g** **0118-26** Authorization to execute a first amendment to the agreement with Arbor Youth Services, Inc. (Reso. 190-2025) to move Emergency Solutions Grant funds in the amount of \$23,994 from case management to rapid rehousing and to authorize the execution of any other agreements or amendments with Arbor Youth Services, Inc. related to the use of these funds. Funds are budgeted. (L0118-26) (Reynolds/Lanter)
- Attachments:* [26-Blue Sheet Amendment - Arbor RRH](#)
 [BA 14104](#)
 [First Amendment Arbor Youth Service RRH FY2025 ESG - Unsigned](#)
 [FY25-Arbor Youth Services RRH Agreement - Fully Executed](#)
- h** **0119-26** Authorization to submit an application, and accept award if offered, to the Kentucky Department for Environmental Protection - Division of Waste Management in the amount of \$110,000 for the support of a household hazardous waste collection event for Fayette County, the acceptance of which obligates the government to provide match in the amount of \$27,500. (L0119-26)(Baldon/Albright)
- Attachments:* [26 - Blue Sheet Memo HHW](#)
 [2026-27 HHW Grant Application - Lexington Fayette Co - signature page](#)
 [DEP 7127 2026-2027 HHW Grant Application Packet](#)
 [HHW Grant Management Handbook 2026 2027](#)
 [119-26 envro grant 4932-9457-9086 v.1.docx](#)
- i** **0123-26** Authorization to execute a Conditional Commitment Letter and accept additional federal funding from the Kentucky Cleaner Water

Round 2 Grant (American Rescue Plan Act funds) in the amount of \$990,202 for the East Hickman Pump Station Expansion and Rehabilitation Consent Decree project, bringing the total project cost to \$3,770,202. No match required. Budget amendment in process. (L0123-26)(Martin/Albright)

Attachments: [26-Blue Sheet to East Hickman Add'l KY Clean Water ARPA Funds](#)

[BA 14102](#)

[KIA_GrantCommitmentLetter_21CWS142_Supplemental](#)

[Map](#)

[Resolution 011-2026](#)



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0143-26

File ID: 0143-26

Type: Summary

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County Council

File Created: 02/12/2026

File Name: Table of Motions: Council Work Session, February 10, 2026

Final Action:

Title: Table of Motions: Council Work Session, February 10, 2026

Notes:

Sponsors:

Enactment Date:

Attachments: TOM 021026

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

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

Text of Legislative File 0143-26

Title

Table of Motions: Council Work Session, February 10, 2026

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
February 10, 2026

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

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

Motion by Baxter to approve the February 12, 2026 Council Meeting Docket. Seconded by Lisa Higgins-Hord. Motion passed without dissent.

III. Approval of Summary

Motion by Curtis to approve the February 3, 2026 Table of Motions. Seconded by Wu. Motion passed without dissent.

IV. Budget Amendments

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

V. Budget Adjustments – For Information Only

VI. New Business

Motion by Baxter to approve New Business, as amended. Seconded by Curtis. Motion passed without dissent.

Motion by Sevigny to postpone Item d until the February 17, 2026 Council Work Session. Seconded by Morton. Motion passed without dissent.

VII. Communications from the Mayor- Appointments

Motion by Wu to approve Communications from the Mayor- Appointments. Seconded by Reynolds. Ellinger II recused. Motion passed without dissent.

VIII. Communications from the Mayor- Donations

IX. Communications from the Mayor- Procurements

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

X. Continuing Business/Presentations

Motion by Reynolds to approve Council Capital Projects. Seconded by Wu. Motion passed without dissent.

Sheehan, GGP Chair, provided a summary of the January 20, 2026 General Government and Planning Committee Meeting.

XI. Council Reports

Motion by Morton to place 'Experimental Engagement and Placemaking' in the Environmental Quality and Public Works Committee. Seconded by Sevigny. Motion passed without dissent.

Motion by Hale to place 'Complete Streets Education and Messaging' in the Environmental Quality and Public Works Committee. Seconded by Morton. Motion passed without dissent.

Sevigny, EQPW Chair, placed the following items into the Environmental Quality and Public Works Committee:

- Engineering Manual Updates
- Safe Streets Update

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Motion by Sevigny to adjourn at 4:20 p.m. Seconded by Beasley. Motion passed without dissent.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0137-26

File ID: 0137-26

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County Council

File Created: 02/12/2026

File Name: Capital List 2/17/26

Final Action:

Title: Council Capital Projects, February 17, 2026

Notes:

Sponsors:

Enactment Date:

Attachments: Capital List 2.17.26

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

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

Text of Legislative File 0137-26

Title

Council Capital Projects, February 17, 2026

..Summary

Organization:

WiseGuys Urban Uplift Foundation

James Hudson

1105-121001-0001-71102

Purpose:

To assist with purchasing a boxing ring and trailer for the community boxing program

Amount:

\$ 13,072.00

Organization:

Lexington History Museum

Mandy Higgins
1105-121001-0001-71102

Purpose:

For two archival storage units; a wardrobe cabinet to store textiles and a flat file storage system for maps and other paper documents

Amount:

\$ 1,500.00

Organization:

Levee Collective
Tosha Sun
1105-121001-0001-71102

Purpose:

For the refurbishment and improvements to their space including a new deck, lighting replacements, and wall repair

Amount:

\$ 8,000.00

**Council Capital Projects
February 17, 2026
Work Session**

Amount	Recipient	Purpose
\$ 13,072.00	WiseGuys Urban Uplift Foundation James Hudson 1105-121001-0001-71102	To assist with purchasing a boxing ring and trailer for the community boxing program
\$ 1,500.00	Lexington History Museum Mandy Higgins 1105-121001-0001-71102	For two archival storage units; a wardrobe cabinet to store textiles and a flat file storage system for maps and other paper documents
\$ 8,000.00	Levee Collective Tosha Sun 1105-121001-0001-71102	For the refurbishment and improvements to their space including a new deck, lighting replacements, and wall repair



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0142-26

File ID: 0142-26

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County Council

File Created: 02/12/2026

File Name: Summary: Social Services and Public Safety Committee, January 13, 2026

Final Action:

Title: Summary: Social Services and Public Safety Committee, January 13, 2026

Notes:

Sponsors:

Enactment Date:

Attachments: ssps_summary_2026-1-13, clean_CO Ord_ creating section 9-2.1, clean_CO Ord_ amending Sec 12-1(c)

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

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

Text of Legislative File 0142-26

Title

Summary: Social Services and Public Safety Committee, January 13, 2026



Social Services and Public Safety Committee

January 13, 2026

Summary and Motions

Chair Jennifer Reynolds called the meeting to order at 1:00 p.m. Committee Members Vice Mayor Dan Wu, Council Members Chuck Ellinger, Tyler Morton, Shayla Lynch, Lisa Higgins-Hord, Joseph Hale, Amy Beasley, Whitney Elliott Baxter, and Hilary Boone were present. Council Members Emma Curtis and Dave Sevigny were present as non-voting members.

I. APPROVAL OF OCTOBER 14, 2025 COMMITTEE MEETING SUMMARY

Motion by Ellinger for approval of the October 14, 2025 Committee Meeting Summary. Seconded by Higgins-Hord. Motion passed without dissent.

II. CARBON MONOXIDE DETECTION REQUIREMENTS

Chair Reynolds introduced the item and explained that this work stemmed from a fatal carbon monoxide poisoning incident in her district that resulted in one death and eleven hospitalizations, prompting a review of local regulations. She said a cross-departmental working group, including Fire, Public Safety, Code Enforcement, Housing, and Law, was convened to evaluate potential regulatory changes, and this presentation reflected the outcome of that work.

Battalion Chief and Fire Marshal Jeff Johnson noted that carbon monoxide (CO) is a long-recognized life-safety hazard, with more than 400 deaths and 100,000 emergency room visits nationwide in 2025. Locally, Lexington reported approximately 30 cases and one fatality last year. Chief Johnson explained that since 2011, building codes have required CO detection in new construction and major remodels, but existing structures built before 2011 are not covered, creating a regulatory gap. The proposed approach adopts International Fire Code (IFC) Section 1103.9, which requires CO detection in existing structures.

Two ordinances were presented:

- Section 9-2.1 establishes safety standards for CO detection, including the installation of CO detectors in existing commercial structures.
- Amendment to Section 12-1(C) establishes the required standards for CO detection, including the installation of CO detectors in existing single and two-family dwellings.

The purpose of these requirements is to reduce preventable injuries and deaths from CO poisoning by requiring CO detection in existing residential and commercial buildings where CO sources are present (fuel-burning fireplaces, space heaters, furnaces, stoves, water heaters, or attached garages). These ordinances close a safety gap for older buildings, align Lexington with International Fire Code standards, and address a documented, preventable public health risk with a low-cost, high-impact solution.

Enforcement would follow existing processes:

- The Fire Marshal's office would enforce Section 9-2.1, which includes receiving notice through an order to remedy and a fire marshal order. The section also outlines an appeal process.
- Code Enforcement will identify CO hazards during routine inspections when invited in by a resident. Failure to comply results in punitive citations

During the discussion, members clarified the applicability to specific occupancies, placement guidance, homeowner responsibility, and coordination with existing smoke and CO alarm assistance programs. Chief Johnson noted that the Fire Department can currently provide limited CO alarms upon request, subject to funding availability.

Motion by Morton to approve the draft language for Sections 9-2.1 and 12-1(C) [as presented to the Social Services & Public Safety Committee on January 13, 2026]. Seconded by Hale. Motion passed without dissent. [Note from Law Department: Language was cleaned up in Section 12-1(C) under PM-705.1, removing a reference to the International Residential Code, as the Kentucky Residential Code establishes building code requirements for single-family and two-family dwelling units in Kentucky – this is a non-material change]

III. STREET OUTREACH AND HOMELESS ENCAMPMENT RESPONSE

Jeff Herron, Homelessness Prevention Manager, delivered the presentation. Herron explained that street outreach provides mobile, community-based services for individuals experiencing unsheltered homelessness, particularly those least likely to seek help on their own. Street outreach is a core component of effective homeless response systems, providing mobile, trauma-informed engagement to connect unsheltered individuals with shelter, housing, healthcare, treatment, basic needs, employment, education, and benefits—particularly for those least likely to seek help independently.

He outlined the evolution of Lexington’s outreach program:

- 2016-2019 Hope Center Pilot: First-touch outreach model (\$75,000 annually).
- 2019-2023 Community Action Council Assertive Outreach: Expanded case management and pandemic response (\$280,000 annually),
- 2023-Present Hope Center Progressive Outreach: Expanded hours and clinical support (approximately \$316,000 annually).

Since August 1, 2023, the Hope Center has made over 800 unique contacts, with nearly 30% resulting in positive housing outcomes. Approximately 32% of participants enrolled in intensive case management, and 63% of those exited to permanent housing. The addition of an Encampment Coordinator (hired in September) has improved coordination, efficiency, oversight, and case-specific responses.

Looking ahead, the downtown outreach team will include weekend coverage and enhanced clinical support. The Hope Center contract expires in July 2026, and an RFP will be issued in spring 2026 to rebid services, informed by the Encampment Coordinator and downtown expansion data. A Mayor’s Task Force on homelessness is also developing recommendations for continued system improvements.

In response to questions, Herron stated that an ideal future model would include 24/7 outreach coverage, which would require approximately four additional full-time staff and increase annual costs from roughly \$500,000 to \$800,000. The initial downtown service area will cover the downtown entertainment district and surrounding blocks, with flexible boundaries extending roughly to Third Street, the north end of UK’s campus, and toward the convention center. Council members acknowledged successful interdepartmental coordination, including the cleanup of the Russell Cave Road encampment. The Chair noted the item may be returned for future discussion. No action was taken on this item.

IV. AUDREY GREVIOUS CENTER UPDATE

Felicia Lindsay, Principal of Audrey Grevious Center (AGC), provided the update. Principal Lindsay explained that AGC is a public-school treatment and education program serving Fayette County youth

ages 12–18 (up to 21 for qualifying special education services). It is designed for young people involved in the juvenile justice system and with significant social/emotional needs, enabling them to remain in the community. AGC provides individualized and group counseling, clinical assessments, treatment planning, and collaborative treatment team meetings that include families, as well as academic instruction aligned with Board of Education guidelines. The treatment model emphasizes trauma-informed and cognitive/behavioral therapies, with students receiving daily group therapy and individual support. Grant funding supported the creation of a calming room, and a \$10,000 grant was used to update the school library.

The presentation highlighted extensive community partnerships supporting employment, mentoring, literacy, and enrichment, as well as student and parent testimonials demonstrating improved attendance, behavior, academic progress, and successful transitions back to A1 district schools, with continued support from a transition specialist. Enrollment and outcome data showed that students with IEPs, 504 plans, English language learners, and gifted/talented students have recovered multiple credits toward graduation since August. Discipline data reflected a reduction in incidents through therapeutic interventions and alternatives to suspension, and academic data showed growth in reading and math.

Kacy Allen-Bryant, Commissioner of Social Services, provided historical context, noting the program’s origins as a day treatment model and its evolution into the current partnership, in which FCPS provides education and therapeutic services while LFUCG provides infrastructure and operational support. Principal Lindsay emphasized that AGC is open to additional community partnerships and welcomes mentors and organizations interested in supporting students. No action was taken on this item.

V. ANNUAL REVIEW OF COMMITTEE AGENDA ITEMS

No items were removed from the committee.

The meeting adjourned at 2:14 p.m.

ORDINANCE NO. _____ - 2026

AN ORDINANCE CREATING SECTION 9-2.1 OF THE CODE OF ORDINANCES OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, RELATING TO FIRE PREVENTION, TO ADOPT AND INCORPORATE CERTAIN PROVISIONS OF THE 2024 INTERNATIONAL FIRE CODE ESTABLISHING REQUIRED STANDARDS FOR CARBON MONOXIDE DETECTION, INCLUDING THE INSTALLATION OF CARBON MONOXIDE DETECTORS IN EXISTING BUILDINGS, EFFECTIVE ONE HUNDRED AND EIGHTY (180) DAYS FOLLOWING PASSAGE OF COUNCIL.

WHEREAS, carbon monoxide is a colorless, odorless gas which poses a hazard to life and safety when undetected in dwellings and other structures; and

WHEREAS, the Lexington-Fayette Urban County Government is empowered under Section 156b of the Kentucky Constitution, KRS 82.082, KRS 67A.060, and KRS 67A.070 (“Home Rule”) to enact laws which are in furtherance of a public purpose, including laws which promote the health and safety of Lexington-Fayette County residents; and

WHEREAS, the Lexington-Fayette Urban County Government considers the health and safety of its residents to be of the utmost importance and wishes to enact legislation ensuring that carbon monoxide leaks in homes and other structures do not go undetected, by adopting standards for carbon monoxide detection and requiring the installation of carbon monoxide detectors in existing buildings.

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

Section 1 – That Section 9-2.1 of the Code of Ordinances of the Lexington-Fayette Urban County Government be and hereby is created to read as follows:

Sec. 9-2.1. – Standards of safety as they pertain to carbon monoxide detection.

(1) The provisions of the International Fire Code Section 1103.9, relating to carbon

DRAFT – 12/15/25

monoxide detection, as currently codified and as may be amended from time to time, be and hereby are adopted and incorporated into this section as if fully set forth herein.

Section 2 – That this Ordinance shall become effective one hundred and eighty (180) days following passage of Council.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

4900-5943-2838, v. 1

AN ORDINANCE AMENDING SECTION 12-1(C) OF THE CODE OF ORDINANCES OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, RELATING TO THE ADOPTION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, TO ADOPT AND INCORPORATE ADDITIONAL PROVISIONS ESTABLISHING REQUIRED STANDARDS FOR CARBON MONOXIDE DETECTION, INCLUDING THE INSTALLATION OF CARBON MONOXIDE DETECTORS IN EXISTING SINGLE- AND MULTI-FAMILY DWELLINGS, WHICH SHALL BE EFFECTIVE ONE HUNDRED AND EIGHTY (180) DAYS FOLLOWING PASSAGE OF COUNCIL.

WHEREAS, carbon monoxide is a colorless, odorless gas which poses a hazard to life and safety when undetected in dwellings and other structures; and

WHEREAS, the Lexington-Fayette Urban County Government is empowered under Section 156b of the Kentucky Constitution, KRS 82.082, KRS 67A.060, and KRS 67A.070 (“Home Rule”) to enact laws which are in furtherance of a public purpose, including laws which promote the health and safety of Lexington-Fayette County residents; and

WHEREAS, the Lexington-Fayette Urban County Government considers the health and safety of its residents of the utmost importance and wishes to enact legislation ensuring that carbon monoxide leaks in homes and other structures do not go undetected, by adopting standards for carbon monoxide detection and requiring the installation of carbon monoxide detectors in existing single- and multi-family dwellings.

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

Section 1 – That Section 12-1(c) of the Code of Ordinances of the Lexington-Fayette Urban County Government be and hereby is amended in pertinent part to add the following sequentially numbered sections, to read as follows:

Sec. 12-1. - Property maintenance code.

(c) *Revisions.* Certain sections of this code are hereby revised to read as follows:

[...]

PM-705.1

Carbon monoxide alarms shall be installed in existing single- and multi-family dwellings in accordance with Section 1103.9 of the International Fire Code.

PM-705.2

Carbon monoxide alarms and carbon monoxide detection systems for existing single- and multi-family dwellings shall be maintained in accordance with NFPA 720. Carbon monoxide alarms and carbon monoxide detectors that become inoperable or begin producing end-of-life signals shall be replaced.

[...]

Section 2 – That this Ordinance shall become effective one hundred and eighty (180) days following passage of Council.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

4899-8052-7494, v. 2



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

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

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

Text of Legislative File 0927-23



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0098-26

File ID: 0098-26

Type: Agenda Item

Status: Tabled and held in Committee

Version: 1

Contract #:

In Control: Urban County Council

File Created: 02/02/2026

File Name: Haley Pike Landfill - Ground Lease for Solar Project

Final Action:

Title: Authorization to execute a Ground Lease, pursuant to RFP No. 35-2025 with Social Impact Solar LLC ("SIS"), and a platform entity of Edelen Strategic Ventures LLC, for approximately 357 acres for the development, construction, and operation of a solar photovoltaic project located on the Haley Pike Landfill. Lease revenue estimate for year one is \$30,345. (L0098-26) (Dugas/Albright)

Notes:

Sponsors:

Enactment Date:

Attachments: Bluesheet memo - Signed, Lease - Version 8 Final, Exhibit A - Leased Premises Schematic, Exhibit C - Easements Schematic, Exhibit D - Mineral Rights, Exhibit E RFP #35-2025 Haley Pike Solar Lease, Exhibit E RFP 35-2025 SIS Response

Enactment Number:

Deed #:

Hearing Date:

Drafter: Richard Dugas

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/10/2026	Table	Urban County Council	02/17/2026		Pass

Text of Legislative File 0098-26

Title

Authorization to execute a Ground Lease, pursuant to RFP No. 35-2025 with Social Impact Solar LLC ("SIS"), and a platform entity of Edelen Strategic Ventures LLC, for approximately 357 acres for the development, construction, and operation of a solar photovoltaic project located on the Haley Pike Landfill. Lease revenue estimate for year one is \$30,345. (L0098-26) (Dugas/Albright)

Summary

Authorization to execute a Ground Lease, pursuant to RFP No. 35-2025 with Social Impact Solar LLC ("SIS"), and a platform entity of Edelen Strategic Ventures LLC, for approximately 357 acres for the development, construction, and operation of a solar photovoltaic project located on the Haley Pike Landfill. Lease revenue estimate for year one is \$30,345.

(L0098-26) (Dugas/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Yes, Completed by [E. Thompson, 1/30]}

Risk Management: {No}

Fully Budgeted [select]: N/A

Account Number: 4121-303102-3062-42150

This Fiscal Year Impact: \$30,345 revenue

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:



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

FROM: 
Richard Dugas
ADMINISTRATIVE OFFICER Sr.
ENVIRONMENTAL QUALITY & PUBLIC WORKS

DATE: February 1, 2026

SUBJECT: Haley Pike Landfill Ground Lease with Social Impact Solar (SIS)

Request: Council authorization for the Mayor on behalf of LFUCG sign a Ground Lease with Social Impact Solar LLC (“SIS”), a Kentucky limited liability company and a platform entity of Edelen Strategic Ventures LLC for approximately 357 acres for the development, construction, and operation of a solar photovoltaic project located on the Haley Pike Landfill.

Purpose of Request: Council authorization for the Mayor on behalf of LFUCG sign a Ground Lease allowing for the development, construction, and operation of a solar photovoltaic project to be located on a leased portion of the Haley Pike Landfill (the “Project”). This lease was negotiated with Social Impact Solar LLC (“SIS”) the single respondent to RFP 35-2025. The lease terms require the lessor to establish a Community Benefits Plan to run for the first 15 years of the lease. The initial term of the lease will be 21 years, with two (7) year extensions.

Termination Summary: LFUCG, through the Mayor or Mayor’s designee, terminate this agreement based on the tenant’s actions or inactions that meet any of the multiple conditions set forth in the lease. The tenant may terminate this agreement with (10) days’ written notice, only prior to the Commercial Operation Date.

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

Lease Revenue of \$85/acre year one, with a minimum 1.4% annual escalation.

Year one estimate \$30,345

*Project is estimated to generate a year one Water Quality Management Fee of \$43,618

Are the funds budgeted? N/A

Legal Review: Yes, E. Thompson 1/30

File Number:

Director/Commissioner: Dugas/Albright



GROUND LEASE AGREEMENT

This GROUND LEASE AGREEMENT (this “**Lease**”) is made as of [_____] __, 2026 (the “**Effective Date**”), by and between the **Lexington-Fayette Urban County Government**, a political subdivision of the Commonwealth of Kentucky, whose principal office address is 200 E. Main Street, Lexington, Kentucky 40507, the **Lexington-Fayette Urban County Government Public Facilities Corporation**, a Kentucky nonprofit corporation and agency and instrumentality of the Lexington-Fayette Urban County Government (the Lexington-Fayette Urban County Government and the Lexington Fayette Urban County Government Public Facilities Corporation collectively referred to as “**Landlord**” to the portion of the Leased Premises, as defined below, owned by that entity) and **Social Impact Solar LLC**, a Delaware limited liability company, whose principal place of business is 175 E. Main St., Suite 300, Lexington, KY 40507 (“**Tenant**” “or “**SIS LLC**”). Social Impact Solar LLC is a platform entity of Edelen Strategic Ventures LLC (dba Edelen Renewables); Edelen Renewables is the manager and majority shareholder and holds all voting rights for SIS LLC. Landlord and Tenant are each sometimes referred to in this Lease as a “**Party**,” and together they are sometimes referred to in this Lease as “**Parties**”.

1. **Leased Premises.**

(a) **Leased Premises.** Upon and subject to the terms and conditions of this Lease, Landlord leases and grants to Tenant and Tenant agrees to and does hereby lease from Landlord that real property and all present and future appurtenances, easements and rights-of-way, rights and benefits related thereon and appurtenant to parcel(s) consisting of approximately 357 acres of land in Fayette County, Kentucky, known and used as the County’s Haley Pike landfill and preliminarily described and depicted on **Exhibit A**¹ attached hereto (the “**Leased Premises**”), to have and to hold the Leased Premises and appurtenant interests to the Tenant for the Term (as defined in **Section 2** hereof). Existing roadways on the landfill shall not be part of the Leased Premises but may be subject to access easements as provided in Section 3(c) to the extent necessary to access the Leased Premises, which may not be blocked or restricted by Tenant at any time. The specific legal description of the Leased Premises

¹ The acreage and legal description of the Leased Premises to be updated upon Tenant’s exercise of the Option and prior to Closing.

shall be delineated by Tenant, at Tenant's expense, in coordination with and with the approval of Landlord; provided that such approval shall not be unreasonably withheld, conditioned or delayed. Upon approval by Landlord, the specific legal description shall replace preliminary Exhibit A for the purposes of this Lease, except as it relates to the mowing and fencing responsibilities of the Tenant described in Section 3(a), below.

(b) **Exclusivity**. Landlord agrees that during the Term of this Lease, Landlord shall not lease, sell or permit the use of any portion of the Haley Pike Landfill Property by any party other than Tenant or its assignees or transferees for the purpose of the development, construction, ownership, operation or maintenance of a solar system. Landlord shall not use any portion of the Leased Premises, except as expressly provided herein and with applicable reservations to Landlord including the right to enter and use the property for periodic monitoring and environmental remedial activities, and for any activity authorized in this Lease or as required by applicable law, to the extent the same (i) does not include solar energy development or use of any facilities related to solar energy development or generation on the Leased Premises, the right to which is exclusively granted to Tenant herein, and (ii) does not affect the amount of sunlight emitted on the Property and solar facilities located thereon.

(c) **Memorandum**. It is agreed that this Lease will not be recorded in any public records. In lieu of recording this Lease for record, the Parties agree that a memorandum of this Lease in the form attached as **Exhibit B** hereto will be filed for record, at Tenant's expense, in the official records of the Fayette County Clerk's office (the "**Memorandum**"), but not until after Tenant has paid its first installment of Construction Period Rent to Landlord, and Landlord has approved the specific legal description referenced in Section 1(a), above. In the event of any conflict between the Memorandum and this Lease, the provisions of this Lease will control.

2. Term.

(a) **Initial Term**. The initial term of this Lease (the "**Initial Term**") shall be for a term which commences on the Effective Date (also known as the "**Lease Commencement Date**") and ends at midnight (prevailing Eastern time), on the twenty-first (21st) anniversary of the Commercial Operation Date, subject to the provision of Section 2(c) below relating to renewals.

(b) **Construction Period; Operating Period.** The “**Construction Period**” shall run from the Effective Date until the earlier of (i) the Commercial Operation Date, or two (2) years from the Effective Date unless extended by a Force Majeure event. Notwithstanding anything to the contrary contained herein, Tenant may terminate this Lease at any time prior to the Commercial Operation Date for any reason or for no reason whatsoever, without penalty, by providing ten (10) business days’ written notice to Landlord prior to the Commercial Operation Date. The “**Commercial Operation Date**” is the date on which Tenant provides Landlord with written notice that the Project has achieved commercial operation. The “**Operating Period**” shall run from the Commercial Operation Date until the end of the Term or earlier termination in accordance with this Lease.

(c) **Renewal Terms.** So long as no uncured Event of Default exists, Tenant may elect to renew this Lease for up to two (2) additional successive seven (7) year terms (each a “**Renewal Term**”) exercisable by notice of such renewal given to Landlord in writing no less than one hundred and twenty (120) days prior to the last day of the Initial Term or the immediately preceding Renewal Term, as applicable. Tenant’s lease of the Leased Premises during any Renewal Term shall be on the same terms and conditions as applicable to this Lease during the immediately preceding term of this Lease.

(d) **Term and Lease Year Defined.** This Lease shall be in effect commencing on the Effective Date. As used herein, “**Term**” means the period of time consisting of the Initial Term, and if timely exercised by Tenant hereunder, any applicable Renewal Term. The term “**Lease Year**” means any twelve (12) month period of time beginning at midnight (prevailing Eastern time) on the Commercial Operation Date or an anniversary of the Commercial Operation Date and ending at midnight (prevailing Eastern time) on the next ensuing anniversary of the Commercial Operation Date.

3. **Tenant’s Use of the Leased Premises.**

(a) **Use by Tenant.** Tenant shall use and occupy the Leased Premises for the following purposes only (each a “**Permitted Use**”): the developing, constructing, placing, owning, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, testing, surveying, inspecting, modifying and/or repairing a solar power generation system (“**Solar**”) and system foundations, poles, towers, inverters, transformers, integrators, all electrical lines and conduits required to receive and transmit electrical energy and such additional

utility lines, cables, conduits, transformers, wires, meters, monitoring equipment, battery energy storage system, and other necessary and convenient equipment and appurtenances common to such a facility (collectively, the “**Project**”). Tenant shall not have the right to trim or remove any tree or vegetation on Leased Premises or any easement without the written approval of Landlord. Landlord may require replacement of lost tree canopy at Tenant’s expense as part of any necessary approval. Tenant shall, at its sole expense, obtain, maintain and comply with all governmental permits, licenses and orders of any kind, affecting construction of Tenant’s Improvements, Tenant’s Operations and use of the Leased Premises and the Decommissioning of Tenant’s Facilities at the end of this Lease or any renewal term. Tenant shall not occupy nor use all or any part of the Leased Premises for any unlawful purpose, and Tenant may not use or occupy all or any part of the Leased Premises for any use other than the Permitted Use without Landlord’s prior written consent which may be withheld in Landlord’s sole discretion. Tenant shall fence the entirety of Area’s E and B, as depicted in preliminary Exhibit A, at its sole expense. Tenant also agrees to mow the non-leased portion of Area B, as depicted in preliminary Exhibit A, at its sole expense.

(b) **Land Use**. In the event that either Landlord or Tenant receives a written notice from a Governmental Authority (defined below) of a proposed change in code, zoning or new zoning of the Leased Premises or any other limitation or modification of the Permitted Use of the Leased Premises as of the Effective Date, it shall promptly provide written notice to the other of said proposition. Landlord and Tenant agree to cooperate with the other in maintaining the land use entitlements applicable to the Project and/or the Leased Premises as of the Effective Date. The term “**Governmental Authority**” or “**Governmental Authorities**” means any federal, State of Kentucky, the Kentucky State Board on Electric Generation and Transmission Siting (“Kentucky Siting Board”), or any department, agency, bureau, planning commission, fire department or other similar type body with jurisdiction over the Project and/or Leased Premises and obtaining authority therefrom or created pursuant to any Applicable Laws (defined below). The term “**Applicable Laws**” means all statutes, ordinances, codes, rules, regulations, orders, directives and requirements of any Governmental Authority, including, without limitation, Environmental Laws (as hereinafter defined), applicable to this Lease, the Leased Premises, Landlord or Tenant in the particular instance, event, circumstance, status or situation in which the term is used (an in the case of Landlord’s ordinances and regulations, not inconsistent with this Lease).

(c) **Easements; Encumbrances; Mineral Rights.**

(i) *Easement Areas.* Landlord hereby grants to Tenant the access Easements and transmission easements described in **Exhibit C**, if any, for a period coterminous with this Lease and may, upon Tenant's request, be memorialized in a separate easement agreement to be negotiated by Landlord and Tenant in good faith and entered into on commercially reasonable terms. Landlord will reasonably assist Tenant in obtaining any necessary access, transmission, or temporary easements required to construct, maintain, or operate the project on property not owned by Landlord. Failure of Tenant to obtain any necessary easements on property not owned by Landlord shall not be considered breach of the Lease by Landlord.

(A) Access Easements are non-exclusive, appurtenant easements to access the Leased Premises and to construct, maintain, reconstruct, and/or repair a road and/or pedestrian access on, over, across and through the Leased Premises and/or any contiguous or adjacent land or other property owned by Landlord or Landlord's affiliate.

(B) Transmission Easements are non-exclusive, appurtenant easements for constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, modifying and/or repairing aboveground electrical transmission or distribution lines and a line or line of poles or towers, together with such wires and cables and communications lines as from time to time are suspended therefrom, and/or underground wires or cables, for the transmission and distribution of electrical energy and/or for communication purposes, and all necessary and proper anchors, support structures, foundations, footings, cross arms and other appliances and fixtures for use in connection with such towers, wires or cables, in each case upon, through, over, across and/or under, as applicable, the Leased Premises and/or any contiguous or adjacent land or other property owned by Landlord or Landlord's affiliate, but only in such locations and manner as do not interfere with other existing users, structures, wires and cables.

(C) Such easement areas, if any, (A) shall not be included in the calculation of the acreage of the Leased Premises, (B) shall not render Landlord's remaining Property that is not under Lease unusable, and (C) no additional Rent shall be paid by Tenant for the use of such easement areas. The Easements, if any, shall run with the Property and the Leased Premises for the term of this Lease. Notwithstanding the fact that

the Easements, if any, are non-exclusive, any current uses of the easement areas by Landlord or any third parties shall not interfere with Tenant's rights granted herein. If Tenant determines in its reasonable discretion that any additional easements across the Property or for the benefit of the Project are necessary to effectuate the purpose and intent of this Lease, Landlord and Tenant shall negotiate in good faith an amendment to this Lease or a separate agreement entered into on commercially reasonable terms. This Section 3(c)(i) shall not require Landlord to provide Easements on property already leased by Landlord to a third party.

(ii) Temporary Easement. Landlord may at their reasonable discretion grant upon request to the Tenant the right, privilege, and non-exclusive easement to be located at a mutually acceptable location on the Property and/or any contiguous or adjacent land or other property owned by Landlord or Landlord's affiliate to be used for temporary (A) storage and staging of tools, materials and equipment; (B) construction laydown; (C) parking of construction crew vehicles and temporary construction trailers, (D) vehicular and pedestrian access and access for rigging and material handling; and (E) construction or installation of other facilities reasonably necessary to construct, erect, install, expand, modify or remove the Project; provided, however, that the quantity of acreage and location of all such temporary easements shall not interfere with Landlord's ongoing landfill operations and obligations, and shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Upon completion of construction of the Tenant Improvements, Tenant shall clean up and restore, at its expense, any area disturbed to its previous condition pre-disturbance. This Section 3(c)(ii) shall not require Landlord to provide temporary easements on property already leased by Landlord to a third party.

(iii) Encumbrances. Tenant shall keep the Property free and clear of any and all mortgages, deeds of trust, mechanic's and materialmen's liens and all other liens, security interests, pledges, conditional sale contracts, claims (legal or equitable), rights of first refusal, options, charges, liabilities, obligations, easements, rights-of-way, limitations, reservations, restrictions and other encumbrances of any kind, including, without limitation, liens or claims arising out of, or alleged to arise out of, the operations or activities of Tenant, or any Tenant Party (as hereinafter defined), on the Property (collectively, "**Encumbrances**"). In the event any such lien or claim is filed against Tenant or the Property by anyone claiming by, through or under

Tenant, Tenant shall cause the same to be released and discharged (whether through payment or through bonding over in accordance with Applicable Laws and in a manner satisfactory to Landlord) from the Property to the satisfaction of Landlord within twenty (20) days of the filing thereof and Tenant shall indemnify, defend and hold Landlord harmless from and against any and all Claims (as hereinafter defined) that Landlord may incur, resulting directly or indirectly, wholly or partly, from the filing of such lien or claim. Those easements described in Exhibit D are hereby excepted from the requirements contained herein, to the extent said easements are located within the Leased Premises.

(iv) Leasehold Mortgages. Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right with Landlord's written consent, which shall not be unreasonably withheld, to encumber by mortgage, deed of trust, or security agreement (the "**Leasehold Mortgage**") Tenant's leasehold estate in the Leased Premises, together with Tenant's rights and interests in all buildings, fixtures, equipment, and other Tenant Improvements (as defined in Section 1111 hereof) situated thereon, and all rents, issues, profits, revenues, and other income to be derived by Tenant therefrom, to secure such loans from time to time made by any Person to Tenant; provided, however, that such Leasehold Mortgage shall in no event (1) encumber Landlord's fee title in the Leased Premises or Landlord's interest under this Lease, or (2) limit or impair Landlord's rights to access and conduct necessary landfill monitoring and remediation activity on its nonleased property and the Leased Premises. In the event that Tenant grants a Leasehold Mortgage, Tenant shall promptly provide Landlord with written notice of the name, address and other contact information of the holder or grantee of such Leasehold Mortgage (the "**Leasehold Mortgage**").

(v) Mineral Rights. Landlord retains and reserves all subsurface oil, methane and natural gas, other minerals and other natural resources in, on, under or that may be produced from the Leased Premises, subject to the surface rights waiver included in this provision (collectively, "**Mineral Rights**").

To the best of Landlord's knowledge, Landlord is the sole owner of the Mineral Rights and Landlord holds good, indefeasible and insurable title to the Mineral Rights and there are no leases or other agreements in effect with respect to the Mineral Rights except as set forth on the attached Exhibit D (a title abstract prepared by

Kentucky attorney familiar with the area, but not warranted by Landlord or the various individual members thereof).

Landlord hereby expressly releases and waives, on behalf of itself and its successors and assigns (and agrees that all future owners and optionees of any rights, title, or interest in or to the Mineral Rights reserved by Landlord or other mineral rights underlying the Leased Premises, shall be subject to and burdened by the following waiver of rights and automatically be deemed to include a contractual waiver by the Landlord or grantee, as applicable) to refrain from any activity during the Lease Term or any Renewal Term beyond existing methane gas venting and capture of same for sale on or under the surface of the Leased Premises for purposes of exploring for, developing, drilling, producing, transporting, or any other purposes incident to the development or production of the Mineral Rights or any use, occupancy or placement of any fixtures, equipment, buildings or other structures upon the Leased Premises related thereto. The foregoing provision shall be a covenant running with the land binding upon any party owning any interest in, or rights to develop or use the Mineral Rights reserved by Landlord during the Term hereof. The parties hereto agree that Tenant reserves the right to specifically enforce this Section 3(c)(v), including by means of injunctive relief, or other relief to cause any owner or holder of Mineral Rights to perform under this Section 3(c)(v).

To the extent Landlord, its predecessor, or any other owner or holder of Mineral Rights has leased or conveyed the Mineral Rights and such leases and conveyances are still in effect, Landlord shall cooperate with Tenant in obtaining a waiver of the surface rights from such Mineral Rights owner or lessee, or other curative documentation (collectively, the “**Mineral Rights Waiver**”).

(d) **Community Benefits Plan Contingency** This lease is contingent on the Tenant establishing and maintaining a Community Benefits Plan for a term of no less than 15 years with Lexington-Fayette Urban County Government or an approved Community-Based Organization. Failure to do so before commencement of the Operating Period shall result in an Event of Default (as defined in Section 18), unless an extension is provided by Landlord at its sole and absolute discretion.

(i) The plan will be funded per annum at a rate of \$125/MWdc. The overall MW DC size of the project (and therefore the applicable multiplier for community benefit funding) shall be calculated at

the final design capacity for the construction period and adjusted as the final built capacity is determined as defined by capacity availability studies by the utility.

4. **Industrial Revenue Bond.** The Tenant will pursue separately an Industrial Revenue Bond via the Economic Development Investment Board and the Urban County Council.

5. **Rent.**

(a) **Rent.**

(i) *Construction Period Rent.* During the Construction Period, Tenant shall pay Landlord rent in the amount of \$85.00 per acre of the Leased Premises per year (the “**Construction Period Rent**”) payable in advance in twelve (12) equal consecutive monthly installments on the fifth (5th) business day of each calendar month of the Construction Period; provided, that (A) the first payment of the Construction Period Rent shall be payable on the Effective Date prorated to the end of the first month of the Construction Period, and (B) the final payment of Construction Rent shall be prorated through the Commercial Operation Date, or such earlier date if the last day of the Construction Period is other than the Commercial Operation Date.

o *Operating Period Rent.* During the Operating Period, Tenant shall pay Landlord rent in the amount of \$85.00 per acre of the Leased Premises per year (the “**Operating Period Rent**”) payable in advance annually or in twelve (12) equal consecutive monthly installments, on the fifth (5th) business day of each calendar month of the Operating Period. If the (i) first day of the Operating Period is other than the first day of the calendar month, and/or (ii) the last day of the Operating Period is other than the last day of the calendar month, in each case, Operating Rent for such calendar month of the Operating Period shall be prorated for the number of days in the Operating Period. Operating Period Rent for each Lease Year will increase by the greater of the two calculations:

- o 101.4% of the immediately preceding Lease Year Rent, or
- o 100% + average percentage change of all Public Service Commission annual Large Qualifying Facility Tariff for the preceding seven (7) year period, as calculated when the next seven-year tariff is applied to the project (i.e., upon publication of a new LQF Tariff)

As an example, if in 2034 a new seven-year LQF tariff is introduced, Tenant will calculate if the new tariff yields an increase greater than an average of 1.4% per year, as opposed to tariff previously in effect. The “current tariff” is defined as the tariff that is in effect at the time that the Power Purchase Agreement is signed.

(b) **Place of Payment of Rent.** Landlord’s Division of Revenue will provide detailed instructions upon execution of the lease for electronic payment processing.

6. Statutory Fees and Assessment based on Tenant improvements and Operations

(a) **Water Quality Management Fee (“WQMF”).** Tenant shall be liable for all required WQMF that may be due as a result of Tenant Improvements and Tenant Operations on the Leased Premises as determined by applicable ordinances, including Sections 16-401 through 16-410. Tenant shall establish a LexServ account for processing payment of the WQMF. Nothing contained herein shall act as a prohibition on the Tenant’s right to appeal as provided in Section 16-407.

(b) **Any other Fee or Assessment based on Tenant improvement or Tenant Operations.** Tenant is solely responsible for any other fees or assessments that result from Tenant improvements or Tenant Operations.

7. Taxes.

(a) **Personal Property Taxes; Other Taxes.** To the extent applicable, Tenant shall be liable for all taxes levied against the Tenant Improvements or personal property and trade fixtures owned or placed by Tenant on the Leased Premises. Tenant shall not be responsible for payment of any municipal, state or federal income, income profits or revenue tax imposed on rent, inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy or any tax related to a change of ownership of the Property.

(b) **Real Estate Taxes.** To the extent applicable, from and after the Lease Commencement Date, Tenant shall pay all real estate taxes and assessments levied upon the Leased Premises when due each year of this Lease to the extent applicable to the actual leased acreage and Tenant Improvements. Tenant shall have the right to initiate proceedings to replat the Leased Premises as a separate parcel to allow the Leased Premises to be separately assessed for real estate tax purposes. Landlord agrees to fully cooperate with Tenant in the replatting

process for the Leased Premises and to execute and deliver any necessary documents or instruments required to effectuate such replatting. The costs of any such replatting shall be paid by Tenant. Tenant shall pay all taxes and assessments directly to the taxing authority as the same become due and payable.

(c) Contest of Taxes. Tenant, at its own cost and expense, may, if it in good faith so desires, contest by appropriate proceedings the amount of any personal or real property tax. Tenant may, if it desires, endeavor at any time or times, by appropriate proceedings, to obtain a reduction in the assessed valuation of the Leased Premises for tax purposes. Tenant shall have the right to contest the amount of any such tax and shall have the right to withhold payment of any such tax, if permitted under the statute under which Tenant is contesting such tax.

(d) Payment of Ordinary Assessments and PILOT. Tenant shall pay all fees and assessments, including any Payments In Lieu of Taxes, and any WQMFs, ordinary and extraordinary, attributable to or against the Leased Premises when due. Tenant may take the benefit of any law allowing assessments to be paid in installments and, in such event, Tenant shall only be liable for such installments of assessments due during the term hereof.

(e) Changes in Method of Taxation. Landlord and Tenant further agree that if at any time during the Term of this Lease, the present method of taxation or assessment of real estate is changed so that the whole or any part of the real estate taxes, assessment or governmental impositions now levied, assessed or imposed on the Leased Premises shall, in lieu thereof, be assessed, levied, or imposed wholly or in part, as a capital levy or otherwise upon the rents reserved herein or any part thereof, or as a tax, corporation franchise tax, assessment, levy or charge, or any part thereof, measured by or based, in whole or in part, upon the Leased Premises or on the rents derived therefrom and imposed upon Landlord, then Tenant shall pay all such taxes, assessments, levies, impositions, or charges.

8. Condition, Utilities, Access and Storage on the Leased Premises.

(a) As Is Condition. Tenant accepts the Leased Premises “AS IS, WITH ALL KNOWN AND DISCLOSED FAULTS” – including actual knowledge that same has been and will continue to be a municipal landfill requiring periodic monitoring and environmental remedial activity – and without any warranty or

representation by Landlord of any kind, including, without limitation, compliance or non-compliance with any Applicable Laws or fitness for any use or purpose. Tenant acknowledges it has been given reasonable access to the Leased Premises to allow it to satisfy itself as to the condition of the Leased Premises. Except as otherwise provided herein, Landlord has no obligation beyond its municipal landfill responsibilities – to repair, replace or maintain any part of the Leased Premises, or to repair, replace or remove debris resulting from storm damage on the Leased Premises or to Tenant’s Improvements or Facilities. Notwithstanding the foregoing, Landlord shall repair and pay for any damage to the Leased Premises caused by the negligence of Landlord or any of its employees, guests, invitees, contractors or agents.

(b) **Utilities.** Tenant shall be solely responsible for the payment of any fees or charges by applicable governmental jurisdictions or utility providers related to its development and use of the Leased Premises. All utilities serving the Leased Premises shall be separately metered or sub-metered and the installation of said meters or sub-meters will be at Tenant’s expense. Tenant shall pay all charges associated with the commencement of utility services at the Leased Premises and ongoing utility usage, as well as arrange for the termination of all utilities at the end of the Term unless otherwise requested in writing by Landlord.

(c) **Electrical Utility Service** The Property currently has electrical utility service access available from both Kentucky Utilities and Clark Energy Cooperative.

(d) **Water Service** The leased property currently does not have water service available. The Haley Pike Landfill site does have a shared limited water supply that can be made available on a cost for consumption basis, at cost. If the existing water service is deemed insufficient to meet the Tenants needs, costs shall be split evenly with the Tenant to upgrade the water service to meet the Tenant’s needs. This is limited to only minimum infrastructure needed to provide service to the nearest point of the leased parcel. Any addition infrastructure needed on the parcel will be at the Tenant’s sole cost.

(e) **Sewer Service** There is no public sanitary sewer service available. Any proposed Sanitary Sewer or Septic System are subject to review and approval by the Landlord and must be constructed and operated according to all applicable statutes and regulations. Temporary or Portable restrooms are permitted and must

comply with all applicable statutes, regulations, and kept in a clean and serviceable condition. Any addition infrastructure, or temporary or portable restrooms, needed on the parcel will be at the Tenant's sole cost.

(f)

9. Insurance.

(a) Tenant shall keep and maintain, or cause to be kept and maintained, a policy or policies of insurance on the Tenant Improvements (as defined in Section 111) against loss or damage by a casualty and against loss or damage by other risks as determined by Tenant in such amounts as determined in Tenant's reasonable discretion or as may otherwise be required by any Leasehold Mortgagee. Notwithstanding the foregoing, Tenant shall maintain all insurance required by Exhibit E, with limits of liability coverage as provided in Exhibit E.

(b) Tenant shall keep and maintain, or cause to be kept and maintained, a policy or policies of commercial general liability insurance insuring Tenant and Landlord and Leasehold Mortgagee as additional insureds, against liability for bodily injury, death and property damage occurring upon or in the Leased Premises or as a result of the presence or operation of the Tenant Improvements, with limits of liability coverage as provided in Exhibit E.

(c) Landlord and Tenant each hereby waives any right of recovery against the other for any loss or damage that is covered or required by this Lease to be covered by any policy of insurance maintained with respect to the Leased Premises, the Tenant Improvements or any operations therein, even though such loss or damage might have been occasioned by the negligence of such Party. Each Party shall cause insurance policies relating to this Lease, the Property, the Leased Premises or the Tenant Improvements to provide that such insurers waive all right of recovery by way of subrogation against the other Party in connection with any claim, loss or damage covered by such policies.

(d) Landlord shall not interfere with Tenant's adjustment to loss under any insurance policy.

(e) This Section 9 shall survive the expiration or earlier termination of this Lease until such time as the applicable statute of limitations for all claims which are covered by the aforementioned insurance expires.

10. Compliance with Laws.

(a) **General Compliance with Laws.** Tenant, at its expense, shall comply with all Applicable Laws relating to Tenant's use of and its operations at the Leased Premises. Tenant shall have the right to contest, by appropriate legal proceedings, in the name of Tenant, the validity or applicability of any Applicable Laws, and Landlord shall, at no cost to Landlord, cooperate reasonably with Tenant in connection with such contest, including, without limitation, signing such affidavits and certifications as may be requested by Tenant and giving testimony at depositions, hearings or trials with respect to such contest. Notwithstanding anything else contained herein to the contrary, Tenant shall comply with all requirements contained in KRS 278.710(3) and any grant of certificate of construction by the Kentucky Siting Board.

(b) **Environmental Law.**

(i) Landlord shall continue to be the owner and operator of the entire Haley Pike landfill, including those areas within the boundaries of the Leased Premises. Landlord shall be solely responsible for all required monitoring, inspection, repairs and other activities relating to existing monitoring wells, outfalls, methane vents, leachate manholes, groundwater and storm/surface water, and other requirements now or hereafter imposed by Applicable Laws or written actions of the Kentucky Division of Waste Management.

(ii) **Background; Closure and Post-Closure Framework.** The Parties acknowledge that portions of the Leased Premises are located on or adjacent to a municipal solid waste landfill (the "Landfill") that is or has been subject to closure and post-closure care and use restrictions, including a final cover/cap system and related methane, leachate, groundwater and storm/surface water management systems (collectively, the "Landfill Systems"). For purposes of this Section 10(b), "Closure/Post-Closure Requirements" means the closure plan, post-closure plan, operation and maintenance requirements, institutional controls, permits, approvals, and written directives issued by any Governmental Authority with jurisdiction over the Landfill, including the Kentucky Division of Waste Management (or its successor), as each may be amended from time to time. Tenant shall design, construct, operate, maintain, and decommission the Project so as to avoid material impairment of

the integrity, stability, and performance of the cap and other Landfill Systems and to avoid interfering with Landlord's performance of the Closure/Post-Closure Requirements.

(iii) **Landlord Environmental Disclosures and Limited Representations.** To the best of Landlord's knowledge, and subject to Section 87 (As Is; no warranty except as expressly stated), Landlord represents and warrants that: (A) Landlord is the owner and operator responsible for the Closure/Post-Closure Requirements for the Landfill, including the monitoring, inspection, maintenance and corrective actions required by applicable permits and approvals; (B) Landlord has provided or will provide Tenant, upon request and to the extent in Landlord's possession and reasonably available, copies of material documents relating to the Closure/Post-Closure Requirements that are necessary for Tenant's reasonable design and construction planning, including available cap design/record drawings, post-closure plans, relevant permits/approvals, and the most recent available monitoring and reporting summaries; (C) Landlord has not received written notice of a material violation of the Closure/Post-Closure Requirements that is specifically attributable to Tenant's activities (if any) on the Leased Premises; and (D) Landlord will not authorize any new landfill-related construction, excavation, or material modification within the Leased Premises that would reasonably be expected to materially interfere with the Project, without first providing Tenant prior written notice and a reasonable opportunity to coordinate sequencing, access, and safety measures. Except as expressly set forth above, Landlord makes no representation or warranty regarding the presence, absence, or extent of Contaminants in, on, or under the Leased Premises.

(iv) **Extension of Landfill monitoring** If Kentucky Division of Waste Management determines that due to the Project and/or Tenants actions an extension of the post closure monitoring period is required. The Tenant shall be solely responsible for the cost of the third-party monitoring for the additional required time and shall pay such cost within thirty (30) days of request by Landlord.

(v) **Landlord Access to Leased Premises and Approval of Location of Tenant's Improvements**. In order for Landlord to fully perform all of its responsibilities as owner and operator the Haley Pike landfill, and in the process, protect Tenant from inconvenience and expense, Landlord has disclosed to Tenant, and Tenant acknowledges that the number and location of all monitoring wells, outfalls, leachate manholes, methane vents, and drains have been disclosed to Tenant, and Tenant will, during the Lease Term and

any renewal term allow Landlord, its employees, contractors or agents free and unfettered access by qualified personnel that meet all required training requirements to enter onto or dwell on the leased property (“Landlord Qualified Personnel”) at all reasonable times to any and all of said locations and area for the purposes of monitoring, inspecting, repairing as part of Landlord’s environmental compliance obligations. Further, Tenant agrees to disclose to Landlord in advance of any construction its proposed location of all solar panel arrays and other physical improvements to assure that Tenant Improvements will not interfere with any of Landlord’s existing environmental monitoring and service areas so identified.

(vi) **Required Training**. Tenant shall be required at its expense to provide all training Tenant may require for entering the Project or Leased Areas that exceeds Landlord’s existing training. Landlord shall inform Tenant of Landlord’s existing training for each Landlord Qualified Personnel whom Landlord desires to enter the Project or Leased Areas. Landlord and Tenant shall cooperate to ensure that Landlord Qualified Personnel receive all Required Training in within a reasonable timeframe. Any additional personal protective equipment required by Tenant shall be provided to Landlord Qualified Personnel at Tenant’s expense.

(vii) **Environmental Responsibility; Landfill-Specific Allocation**. In the event any material Landlord Environmental Disclosure or Limited Representation proves to be incorrect and results in action or expenditure of funds to comply with Applicable Laws or governmental orders, Landlord shall be solely responsible for such performance. Nothing in this Lease transfers Landlord’s regulatory status as owner/operator of the Landfill to Tenant, and nothing in this Lease obligates Tenant to perform Landlord’s Closure/Post-Closure Requirements except to the extent expressly provided herein (including reimbursement obligations for incremental costs caused by Tenant).

(viii) **Tenant Environmental Representations and Covenants**. Tenant represents and warrants that Tenant and the Tenant Parties will: (A) not cause a Discharge of Contaminants at, on, under, or from the Leased Premises; (B) not bring onto the Leased Premises any Contaminants except in commercially reasonable quantities customarily used in the construction, operation, and maintenance of solar facilities (e.g., fuels, lubricants, cleaning agents) and then only in compliance with Applicable Laws, in sealed containers, and with secondary containment where appropriate; (C) implement spill prevention, response, and reporting

procedures consistent with Applicable Laws and good industry practice; and (D) comply with all Environmental Laws to the extent, and only to the extent, triggered by an act or omission of Tenant or any Tenant Party, as set forth in Section 10(b)(viii).

(ix) **Triggered Environmental Law.** Tenant, at its expense, shall comply with all Applicable Laws relating to pollution, protection of the environment or regulating the use, storage, transportation or disposal of Contaminants not already residing in the landfill (hereinafter defined), and including without limitation, those listed in Section 10(b)(xi)(A) below, the regulations promulgated thereunder and any amending and successor legislation and regulations, now or hereafter existing (“**Environmental Laws**”) related to Tenant’s use of the Leased Premises, to the extent, and only to the extent, that the applicability of the Environmental Laws is triggered by an act or omission of Tenant or its affiliates, officers, directors, partners, members, employees, agents, contractors, guests, licensees, sublicensees, invitees or any other party that tenant controls or exercises control over, and their respective successors and assigns (collectively, “**Tenant Parties**”). Tenant, at its expense, shall make all submissions to provide all information to and comply with all requirements of all Governmental Authorities with powers to enforce any Environmental Laws. Notwithstanding anything to the contrary, in no event shall Tenant have any obligation to undertake any environmental investigation or remediation of any Contaminants, unless such Contaminants were Discharged (hereinafter defined) by Tenant or any Tenant Party.

(x) **Notice of Meetings.** Each Party shall be notified of all meetings by a Party or such Party’s representatives with any Governmental Authority relating to an Environmental Laws action against Tenant or the Leased Premises and shall have the right to attend and participate in all such meetings.

(xi) **Interpretation and Definitions.**

(A) **Contaminants.** The term “**Contaminants**” shall include, without limitation, any regulated substance, toxic substance, hazardous substance, hazardous waste, pollution, pollutant or contaminant, as defined or referred to in the Resource Conservation and Recovery Act, as amended from time to time, 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time, 42 U.S.C. § 9601 et seq., the Water Pollution and Control Act, as amended from time to time, 33 U.S.C. § 1251 et seq.; analogous state laws; together with any amendments thereto, regulations

promulgated thereunder and all substitutions thereof, as well as words of similar purport or meaning referred to in any Applicable Laws, including, without limitation, asbestos, polychlorinated biphenyls, urea formaldehyde and petroleum products and petroleum based derivatives. Where a statute, ordinance, code, rule, regulation, order, directive or requirement defines any of these terms more broadly than another, the broader definition shall apply.

(B) **Discharge**. The term “**Discharge**” shall mean the releasing, spilling, leaking, leaching, disposing, pumping, pouring, emitting, emptying or dumping of Contaminants at, into, onto or migrating from or onto the Leased Premises, regardless of whether the result of an intentional or unintentional action or omission.

(c) **Survival**. This Section 10 shall survive the expiration or earlier termination of this Lease and enforcement hereof may be effective in any manner authorized by Applicable Laws.

11. Tenant Improvements and Tenant Personal Property.

(a) **Construction of Tenant Improvements**. Tenant may, but is under no obligation to, install at Tenant’s cost on the Leased Premises the tenant improvements that constitute the Project and related services and equipment. Said services and equipment shall include but not be limited to, photovoltaic modules, racking, trackers, switchgear, wiring, battery energy storage system, and all other material equipment, facilities, and improvements reasonably necessary for the ownership, operation, and maintenance of the Project (collectively, “**Tenant Improvements**”). Tenant agrees to perform all required due diligence in the design and construction of improvements. Tenant understands and agrees that no penetrations are permitted on the capped cells. All improvements on the capped cells but utilize ballast or above grade spread footings. Any damage to or failure of the cap as a result of the Tenant Improvements or activities shall be repaired at the Tenants cost. The Parties agree that the Tenant Improvements are hereby severed by agreement and intention of the Parties and shall be severed from the Property, and shall be considered with respect to the interests of the Parties as the exclusive property of the Tenant or a Leasehold Mortgagee or other Financing Party designated by the Tenant, and, even though attached or affixed to or installed upon the Leased Premises, shall not be considered fixtures or a part of the Property and shall not be subject to the lien of any mortgage or deed of trust heretofore or hereafter placed on the Property by Landlord. Landlord shall be prohibited from entering into a mortgage or encumbering the property in any way

where the Tenant Improvements, Environmental Attributes and/or Tax Benefits (each as defined in Section 11(b) below) are used as collateral. Landlord waives any rights it may have under the laws of any state wherein the Leased Premises are located arising under this Lease or otherwise to any lien upon, or any other interest in, any item constituting part of the Project or any other equipment or other Tenant

(b) Improvements. The Parties further agree that all Environmental Attributes (defined below) and Tax Benefits (defined below) belong solely to Tenant and shall remain the personal property of Tenant and shall not attach to or deemed part of, or fixture to, the Leased Premises. The Project and Tenant Improvements shall at all times retain the legal status of personal property under the law in the State where the Leased Premises is located. “**Environmental Attributes**” mean, without limitation, carbon trading credits, renewable energy credits or certificates, emission reduction credits, emission allowances, green tags, tradable renewable credits or similar products applicable to the Project and the Tenant Improvements. “**Tax Benefits**” mean, without limitation, any accelerated depreciation, installation or production-based incentives, investment tax credits, production tax credits and subsidies applicable to the Project and the Tenant Improvements.

(c) Permitted Uses. The Tenant Improvements shall, at all times, be used for the Permitted Use, and for no other purposes.

(d) Maintenance. Tenant, at its sole costs and expense, shall operate and maintain the Project and the Tenant Improvements throughout the Term, including without limitation, making all necessary repairs and replacements to the Project and the Tenant Improvements, as determined by Tenant in its reasonable discretion. Tenant shall have the right, but not the obligation, at any time and from time to time during the Term, at its expense and pursuant to Sections 1111(e) and (g), to (i) make additions, changes, alterations, or improvements, structural or otherwise, to the Project and the Tenant Improvements; and (ii) demolish and remove the Project or any other Tenant Improvements hereafter located on the Leased Premises.

(e) Alterations. Tenant may, at any time and from time to time, at its sole cost and expense and without obtaining the consent or approval of Landlord, except as necessary pursuant to existing federal, state, or local laws, construct the Project and the Tenant Improvements, and make changes, alterations or modifications to the Project and the Tenant improvements (collectively, “**Alterations**”) including, but not limited to demolition,

removal and/or reconstruction of the Tenant Improvements, or any part thereof; provided, however, that such Alterations shall comply with all Applicable Laws.

(f) **Land Management Plan.** Prior to initiation of construction the Tenant shall provide a Land Management Plan that includes at a minimum the following: Documentation of baseline site conditions, design development plans, landscape disturbance plan (if applicable), erosion control plan, and vegetation management plan. The plan shall cover construction and operation periods and be updated every five (5) years.

(g) **Performance and Decommissioning Bonds.** Tenant has posted a Seven Hundred Fifty Thousand Dollar (\$750,000.00) Performance Bond, which shall remain in effect during all terms of the Lease. Additionally, Tenant shall post a Decommissioning Bond in the amount as potentially advised by Kentucky Public Service Commission, Kentucky Energy and Environment Cabinet and/or the Kentucky Siting Board and **as agreed upon between Tenant and LFUCG**, prior to initiation of any construction activities. Any Decommissioning Bond or security shall not be released until Restoration of the Leased Premises is satisfactorily completed, as evidenced by either Landlord's written acceptance or a certificate of completion by a civil engineer. This subsection shall survive the expiration or earlier termination of this Lease.

(h) **Removal of Tenant Improvements and Personal Property.** Tenant at its sole expense shall remove, within twelve months following the expiration of the Term or the earlier termination of this Lease (such twelve-month period being referred to herein as the "**Decommissioning Period**"), and after thirty-five (35) days written notice to Landlord, any or all of the Tenant Improvements above 3' below grade, as mutually agreed. Tenant will honor any request by the Landlord to reappropriate any equipment or improvements that the Landlord expresses interest in owning at the end of the lease. Landlord may within thirty (30) days after Tenant's notice request that nonproprietary ordinary improvements to the Leased Premises such as interior roads, driveway aprons, bridges, fences, gates, poles and power lines – i.e., not incorporating any proprietary information or technology owned by or licensed to Tenant – be left and remain in place as to which Tenant's consent shall not be unreasonably withheld. Tenant shall repair any damage, infill the Leased Premises and otherwise restore the Leased Premises at Tenant's sole cost to the reasonably similar condition that existed as of the Lease Commencement Date. Any Tenant Improvements left on the Leased Premises pursuant to this section shall automatically become Landlord's

property on an AS-IS, no warranty basis without cost to Landlord. All unattached and moveable partitions, trade fixtures, moveable equipment or furniture located in the Leased Premises and acquired by or for the account of Tenant, which can be removed without structural damage to the Tenant Improvements, any electronic, phone and data cabling in the Leased Premises, and all personality brought into the Leased Premises by Tenant (collectively, “**Tenant Personal Property**”) shall be owned and insured by Tenant and shall be removed by Tenant within one hundred and twenty (120) days following the expiration of the Term or the earlier termination of this Lease. This subsection shall survive the expiration or earlier termination of this Lease.

12. Fire and Other Casualty Affecting the Leased Premises.

(a) **Notice of Casualty by Tenant.** If the Tenant Improvements are damaged or destroyed by any peril, including, but not limited to, fire, windstorm or any other casualty (each such occurrence, a “**Casualty**”), at any time, whether or not covered by the insurance provided by Landlord or Tenant under this Lease, Tenant shall give prompt notice thereof to Landlord, and this Lease shall continue in full force and effect unless otherwise provided in this Lease.

(b) **No Restoration by Landlord; No Tenant Right to Landlord Insurance Proceeds.** If during the Term any Casualty occurs that damages the Leased Premises, Landlord shall not be required to rebuild any Tenant Improvements or make any repairs or replacements of any nature or description to the Tenant Improvements or the Leased Premises. The Rent payable hereunder shall be reduced during any period of casualty damage, restoration, rebuilding, repairs or replacements of any kind, in proportion to the value of the Tenant Improvements which have been damaged by the Casualty to the value of the Project. Landlord shall have no right to any Casualty insurance proceeds payable to Tenant to restore the Leased Premises (or for any other purpose), and, for the avoidance of doubt, Landlord shall not be responsible for any deficiency if Casualty proceeds payable to Tenant are insufficient to restore the Tenant Improvements.

(c) **Right to Terminate.** Notwithstanding anything contained in this Section 1212 to the contrary, if, at any point during the Term as reasonably determined by Tenant, (i) all or a substantial part of the Tenant Improvements are rendered unusable by a Casualty or (ii) restoration of the Tenant Improvements substantially to the prior use and character of said Tenant Improvements is made uneconomic or is prohibited by

Applicable Laws, then Tenant may elect to terminate this Lease by giving a written notice to Landlord not later than ninety (90) days following the Casualty that caused said damage and, upon Tenant's election, to terminate the Lease, subject to payment of Rent [or as adjusted under Section 1212(b)] through the termination date. The Term shall expire on the ninetieth (90th) day after notice of such election, and Tenant shall vacate the Leased Premises and surrender the same to Landlord subject to and in accordance with provisions of this Lease applicable upon expiration of the Term or the earlier termination of this Lease. Early termination by Tenant shall not entitle Tenant to refund of any Partial Prepayment of Rent. Tenant shall have no right to early termination of the Lease under this Section 1212(c) for reasons unrelated to a Casualty.

13. Assignment. This Lease may not be assigned, in whole or in part, by Tenant, except with the prior written consent of Landlord, which may be provided in Landlord's absolute discretion; conditioned or delayed; provided, that Tenant shall, upon written notice to Landlord, have the unrestricted right to assign this Lease without Landlord's consent to (i) an affiliate of Tenant, (ii) an affiliate of Tenant's Project development partner or investor, (iii) a transferee of equal or better creditworthiness as Tenant, as determined by Landlord, or (iv) to a previously identified Leasehold Mortgagee, lender, tax equity partner, sponsor equity provider, or other financial counterparty ("**Financing Party**") as collateral security, or any successor by means of foreclosure, deed in lieu of foreclosure, purchase by Leasehold Mortgagee or in connection with a subsequent transfer by Leasehold Mortgagee, (v) any entity engaged in a joint venture, partnership or similar arrangement with Tenant or any affiliated party, or (vi) to a successor entity in a merger or acquisition transaction. Except in the case of any collateral assignment of this Lease by Tenant to any Financing Party, any assignment by Tenant shall relieve Tenant of all future performance, liabilities, and obligations of Tenant under this Lease; provided, that the assignee assumes all of the obligations of Tenant under this Lease. Landlord may not assign this Lease, or convey, assign or otherwise transfer its right, title or interest in, to or with respect to the Property or the Leased Premises, in whole or in part, without the prior written consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed.

14. Signs. Tenant shall have the right to place and maintain signs identifying the Leased Premises as occupied by Tenant and directional and informative signage concerning the Leased Premises and its features, characteristics and conditions. All signs of Tenant at the Leased Premises shall conform with Applicable Laws.

Tenant may remove or relocate any or all of Tenant's signs during the Term. Tenant shall remove all of Tenant's signs, at its sole cost, upon the expiration of the Term or earlier termination of Tenant's possession of the Leased Premises.

15. Force Majeure. The performance by a Party of its obligations hereunder shall be suspended, and no rights to indemnification shall arise, if and for so long as such performance has been prevented by an event or circumstance beyond the reasonable control of such Party ("**Force Majeure**") including, without limitation: fire, storm, flood, act of God, war, earthquake, explosion, sabotage, epidemic, quarantine restrictions, embargo, supply chain disruptions and delays, construction disruptions and delays, expropriation, strikes or other labor trouble, compliance with law, failure of the usual means of production (including, without limitation, equipment failure and facility siting requirements) or of transportation, shortage of labor, raw materials, utilities, fuel and/or energy, or delay or failure by Tenant to obtain or maintain required approval to interconnect to the transmission grid, any rule, regulation, tariff or protocol of any interconnection or transmission service provider, the Public Utilities Commission of the State where the Leased Premises is located, Federal Energy Regulatory Commission or similar agency or entity affecting Tenant's ability to accept delivery of, store and transmit and distribute electricity through the transmission grid, or the inability, delay or failure by Tenant for any reason to maintain the Power Purchase Agreement ("PPA") between Tenant and its PPA Offtaker (the utility) which affects or impacts Tenant's PPA Offtaker's ability or responsibility to purchase and pay for the energy distributed through the transmission grid, or the termination or expiration of the PPA. Neither Party shall be required to submit to the demands of labor if in its sole decision it determines that submission to such demands is not in its interest. Actions of labor unions (including, but not limited to, strikes and slowdowns) which cause performance by a Party to be prevented or delayed shall always be considered a Force Majeure event, regardless of cause and regardless of when the cause arose. Upon the occurrence and continuance of a Force Majeure event for a continuous period of one hundred and twenty (120) days or more, either Party shall have the right to terminate this Lease.

16. Subordination. Landlord represents and covenants that the Leased Premises are not subject to or subordinate to (i) any mortgage, deed of trust, trust indenture, assignment of leases or rents or both, or other instrument evidencing a security interest, lien or encumbrance which may now or hereafter affect any portion of the

Leased Premises, or be created as security for the repayment of any loan or any advance made pursuant to such an instrument or in connection with any sale-leaseback or other form of financing transaction and all renewals, extensions, supplements, consolidations, and other amendments, modifications and replacements of any of the foregoing instruments (each such instrument a “**Lien**”), nor (ii) any ground lease or underlying lease of the Leased Premises or any portion of the Leased Premises whether presently or hereafter existing and all renewals, extensions, supplements, amendments, modifications and replacements of any of such leases (each such lease a “**Superior Lease**”), except to the extent that Tenant has received a subordination and non-disturbance agreement (“**SNDA**”) as set forth below with respect to a Lien or Superior Lease. As a condition to Tenant’s obligations under this Lease, Landlord shall secure from the lienholder under any Lien or tenant under any Superior Lease (“**Third Party Lienholder**”) (whether the Lien or Superior Lease was entered into before or after the Effective Date) an SNDA in recordable form and otherwise in form and substance reasonably acceptable to Tenant and any Financing Party and for Tenant’s benefit whereby the Third Party Lienholder or tenant under any Superior Lease agrees not to disturb Tenant’s possession of the Leased Premises provided that no Event of Default (as defined in Section 1818) exists by Tenant. Such SNDA shall be recorded in the official records of the county where the Leased Premises are located.

17. Condemnation.

(a) **Substantial Taking.** If a portion of the Leased Premises is taken so that ingress to and egress from the Leased Premises or if parking for the Leased Premises is materially and adversely reduced or altered, or any substantial portion of the Leased Premises is taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, such that Tenant’s Permitted Use of the Leased Premises or Tenant Improvements are materially and adversely affected in the reasonable commercial judgment of the Tenant (“**Substantial Taking**”), this Lease shall, at the election of the Tenant and upon written notice to Landlord, terminate without penalty, and the Rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of the Leased Premises occurs at the end of the month in which Tenant gives its written notice of termination. In the event Tenant does not elect to terminate this Lease in the event of a Substantial Taking, this Lease shall terminate as to the portion of the Leased Premises so taken as of the date of the physical taking of the Leased Premises occurred and shall remain in effect

with respect to the remaining portion of the Leased Premises, and the Rent shall be reduced effective as of the date of the physical taking of the Leased Premises occurred proportionately to the reduction of acreage of the Leased Premises.

(b) **Partial Taking.** If less than a Substantial Taking has occurred for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, Tenant shall have the option to either (i) terminate the Lease without penalty if Tenant in its sole and absolute discretion determines that such partial taking renders the Leased Premises no longer suitable for Tenant's intended use, or (ii) continue under the Lease with respect to the remaining portion of the Leased Premises not taken, but only to the extent that such partial taking does not materially interfere or hamper Tenant's ability to conduct its business or operate the Project on the Leased Premises, in which case the Rent payable hereunder during the unexpired portion of the Term shall be reduced effective as of the date of the physical taking of the Leased Premises occurred proportionately to the reduction of acreage of the Leased Premises.

(c) **Right to Proceeds.** Subject to the rights of any Leasehold Mortgagee to participate in any condemnation award, in the event of any such taking or private purchase in lieu thereof, Landlord and Tenant shall each be entitled to receive and retain such portion of the net proceeds of any award as may be allocated to their respective interests as specified in any condemnation proceeding, or, if not so specified, in proportion to the fair value of Landlord's and Tenant's respective interests in the Lease and the Leased Premises; provided, to the extent the net proceeds of any condemnation are attributable to Tenant Improvements, such proceeds shall be paid solely to Tenant with Landlord receiving any proceeds attributable solely to the residual value of the fee estate of the Leased Premises. Tenant may pursue any claim for relocation or removal of its Tenant Improvements against the condemning authority separately.

18. Default by Tenant and Landlord's Remedies.

(a) **Event of Default.** If any one or more of the following events shall occur and be continuing beyond the period set forth in any default notice provided to be given, then an "Event of Default" by Tenant shall have occurred under this Lease:

(i) **Non-Payment.** Tenant fails to pay any installment of Rent as the same becomes due and payable, and such failure continues for twenty (20) business days after written notice of such failure from Landlord has been received by Tenant; or

(ii) **Non-Performance.** Tenant fails to comply with any of the other material terms, covenants, conditions or obligations of this Lease, other than the payment of Rent, and such failure continues for sixty (60) days after Tenant receives written notice from Landlord specifying the failure. If such failure cannot, in the reasonable discretion of Landlord, be remedied by Tenant with due diligence within sixty (60) days, Tenant shall, in good faith, commence within said sixty (60) day period action to remedy such failure and continue diligently and continuously thereafter to prosecute the same to completion, provided completion occurs within one hundred and twenty (120) days of commencement, subject to extensions as provided in writing by Landlord in its reasonable discretion.

(iii) **Transfer of the Lease.** Tenant transfers the Lease in violation of the terms and conditions in the Lease.

(b) **Right to Terminate the Lease; Remedies.** Upon occurrence and continuance of an Event of Default by Tenant that is not cured prior to the expiration of all applicable notice and cure periods, Landlord may, at Landlord's option and after giving Tenant not less than thirty (30) days' prior written notice, (i) terminate the Lease at the expiration of said thirty (30) day period, at which time Tenant shall quit and surrender possession of the Leased Premises; provided, however, Tenant shall remain liable to Landlord for all Rent that has accrued and remains unpaid up to the date of such termination, and (ii) pursue all other remedies Landlord has at law or in equity. Landlord shall retain any Partial Prepayment of Rent free of setoff or claim for refund by Tenant if Tenant commits the first Default causing termination. For the avoidance of doubt, if Landlord breaches the Lease hereunder, Tenant shall be entitled to credit for any unearned Partial Prepayment of Rent, measured by Section 1(a)●o and Tenant shall owe no more Rent after the date of Landlord's breach, as identified in written notice by Tenant.

(c) **Right to Re-Enter.** Upon occurrence of an Event of Default by Tenant and as an alternative to pursuing the remedies set out in Section 1818(b) above, Landlord shall have the right to seek and

obtain possession of the Leased Premises without terminating this Lease, by re-entry pursuant to legal or equitable actions or proceedings or other lawful means. Upon regaining possession of the Leased Premises, Landlord shall have the right, without the obligation, to make reasonable renovations, alterations and repairs to the Leased Premises required to restore the Leased Premises as Landlord may deem fit. Landlord shall have the obligation to use reasonable efforts to re-let the Leased Premises in mitigation of Landlord's damages, which re-letting may be for a term or terms longer or shorter than the full remaining Term. Landlord may grant reasonable concessions in the re-letting to a new tenant, without affecting the liability of Tenant under this Lease. All sums received by Landlord from said re-letting shall be applied to reduce Tenant's obligations to Landlord under this Lease.

(d) **Leasehold Mortgagee Provisions.** Tenant shall have the right to encumber by mortgage, deed of trust, or security agreement (the "**Leasehold Mortgage**") Tenant's leasehold estate in the Leased Premises, together with Tenant's rights and interests in all Easements, buildings, fixtures, equipment, and other tenant improvements situated thereon, and all rents, issues, profits, revenues, and other income to be derived by Tenant therefrom, to secure such loans from time to time made by any Person to Tenant; provided, however, that such Leasehold Mortgage shall in no event encumber Landlord's fee title in the Leased Premises or Landlord's interest under the Ground Lease. In the event that Tenant grants a Leasehold Mortgage, Tenant shall promptly provide Landlord with written notice of the name, address and other contact information of the holder or grantee of such Leasehold Mortgage (the "**Leasehold Mortgagee**"). If Tenant enters into a Leasehold Mortgage with Landlord's consent, Landlord thereafter shall give to any Leasehold Mortgagee, at the address of such Leasehold Mortgagee set forth in the notice mentioned in Section 3(c)(iv), a written copy of each notice of (i) default by Tenant of any of its obligations under this Lease ("**Default**"), (ii) termination of this Lease, and (iii) renewal of the Term, and any other materials notices delivered under this Lease, at the same time as, and whenever, any such notice shall be given to Tenant, and no such notice shall be deemed to have been duly given to Tenant unless and until a copy thereof shall have been so given to each such Leasehold Mortgagee. Each Leasehold Mortgagee (A) shall thereupon have a period of thirty (30) days from the date of notice in the case of a monetary Default and sixty (60) days from the date of notice (or such longer period of time as may be reasonably necessary under the circumstances if commencement to cure occurs within sixty (60) days from the date of notice, up to one hundred and twenty (120)

days, subject to extensions provided by the Landlord) in the case of any non-monetary Default, after notice of such Default or termination is given to the Leasehold Mortgagee, for curing the Default, or causing the same to be cured by Tenant or otherwise, and (B) shall, within such period and otherwise as herein provided, have the right to cure such Default, or to cause the same to be cured by Tenant or otherwise. Landlord shall accept performance by a Leasehold Mortgagee or Tenant of any covenant, condition, or agreement on Tenant's part to be performed hereunder with the same force and effect as though performed by Tenant. Leasehold Mortgagee shall have the right to exercise any renewal option available to Tenant in this Lease if not exercised by Tenant.

(e) **New Lease for Leasehold Mortgagee**. If this Lease terminates because of Tenant's default or if the leasehold estate is foreclosed, or if this Lease is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, Landlord shall, upon written request from any Leasehold Mortgagee within ninety (90) days after such event, enter a new lease agreement for the Leased Premises, on the following terms and conditions: (A) the term of the new lease agreement shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the Term of this Lease, at the same fees and payments and subject to the same terms and conditions as set forth in this Lease; (B) at the option of the Leasehold Mortgagee, the new lease agreement may be executed by a designee of such Leasehold Mortgagee without the Leasehold Mortgagee assuming the burdens and obligations of Tenant thereunder; (C) the Leased Premises may be used only for purposes consistent Section 3(a); and (D) the provisions of this Section 1818(e) shall survive the termination, rejection or disaffirmance of this Lease and shall continue in full force and effect thereafter to the same extent as if this Section were a separate and independent contract made by Landlord, Tenant and such Leasehold Mortgagee, and, from the effective date of such termination, rejection or disaffirmance of this Lease to the date of execution and delivery of such new lease agreement, such Leasehold Mortgagee may use and enjoy said Leased Premises without hindrance by Landlord or any person claiming by, through or under Landlord, provided that all of the conditions for a new lease agreement as set forth herein are complied with. In no event shall Leasehold Mortgagee be subject to any liability as the assignee of Tenant's interest in the Lease or the Leased Premises except with respect to the period during which the Leasehold Mortgagee is the tenant after foreclosure or equivalent.

(f) **Third Party Beneficiary, No Modifications.** Each Leasehold Mortgagee is and shall be an express third-party beneficiary of the provisions of Sections 1818(d), (e), (f), (g) and (h) and shall be entitled to compel the performance of the obligations of Landlord under this Lease. Notwithstanding any provision of this Lease to the contrary, the Parties agree that so long as there exists an unpaid Leasehold Mortgage, this Lease shall not be modified or amended, and Landlord shall not accept a surrender of the Leased Premises or any part thereof or a cancellation or release of this Lease from Tenant prior to expiration of the Term, without the prior written consent of each Leasehold Mortgagee. This provision is for the express benefit of and shall be enforceable by each Leasehold Mortgagee.

(g) **No Merger.** Unless Leasehold Mortgagee shall otherwise in writing consent, the fee title to the Property and the leasehold estate in the Leased Premises, shall not merge but shall always be kept separate and distinct, notwithstanding the union of said estates, either in Landlord or in Tenant, or in a third party, by purchase or otherwise.

(h) **Bankruptcy Provisions regarding Leasehold Estate.**

(1) Tenant shall not, in any event, including the bankruptcy, reorganization or insolvency of Tenant or Landlord, (i) surrender its leasehold estate, or any portion thereof, nor terminate, cancel or acquiesce in the rejection of this Lease; (ii) consent or fail to object to any attempt by Landlord to sell or transfer its interest in the Leased Premises free and clear of this Lease; or (iii) modify, change, supplement, alter or amend this Lease in any respect, either orally or in writing. Except for any unearned Partial Prepayment of Rent, measured by Section 1(a) of this Lease, Tenant shall not seek refund or clawback from Landlord in any bankruptcy or receivership of any portion of Partial Prepayment of Rent. Tenant does hereby expressly release, assign, relinquish and surrender unto Leasehold Mortgagee all its right, power and authority to terminate, cancel, acquiesce in the rejection of, consent or object to any attempted transfer of Landlord's interest in the Leased Premises free and clear of this Lease, or modify, change, supplement, alter or amend this Lease in any respect, either orally or in writing, at any time, including in the event of the bankruptcy, reorganization or insolvency of Tenant or Landlord, and any attempt on the part of Tenant to exercise any such right without the consent of Leasehold Mortgagee shall be null and void.

(2) In the event this Lease is rejected by Landlord, as debtor in possession, or by a trustee for Landlord, pursuant to Section 365 of the Bankruptcy Code, Tenant shall not exercise its right to elect under Section 365(h)(1) of the Bankruptcy Code to terminate or treat this Lease as terminated without the express consent and direction of the Leasehold Mortgagee. Any such election made shall be null and void.

(3) In the event Landlord, as debtor in possession, or by a trustee for Owner, attempts to transfer its interest in the Leased Premises free and clear of the Lease pursuant to Section 363 of the Bankruptcy Code, Tenant shall not consent, acquiesce or fail to object to such attempted transfer. Any such consent, acquiescence or failure to object made shall be null and void.

19. Landlord Default. Landlord's failure to perform any of its duties or obligations under this Lease for a period of sixty (60) days after written notice from Tenant to Landlord specifying such failure in detail shall be deemed an event of default by Landlord hereunder. If such failure cannot with due diligence be remedied by Landlord within sixty (60) days, Landlord shall, in good faith, commence within said sixty (60) day period action to remedy such failure and continue diligently and continuously thereafter to prosecute the same to completion. Upon the occurrence and continuance of an event of default past any applicable notice and cure periods by Landlord, Tenant may, at its option, without waiving any claim for damages for breach of agreement, (i) at any time thereafter cure such default for the account of Landlord and any amount paid or any contractual liability incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord and Landlord shall reimburse Tenant therefor and save Tenant harmless therefrom, and (ii) pursue any right or remedy now or hereafter available to Tenant at law, in equity and/or under this Lease, including the remedy of specific performance. If Landlord fails to reimburse Tenant upon demand for any amount paid or liability incurred for the account of Landlord hereunder, said amount or liability may be deducted by Tenant from the next or any succeeding payments of Rent due hereunder. In addition to any remedies Tenant may have, Tenant shall be entitled to injunctive relief.

20. Notices. All notices, consents, demands, communications or approvals required or permitted by this Lease shall be in writing and shall be delivered personally or delivered by certified mail, return receipt requested, addressed as follows:

If to Landlord:

Name: Lexington Fayette Urban County Government
(a) Department of Law
(b) Department of Environmental Quality and Public Works
Address: 200 E. Main Street
Lexington, KY 40507

With copy to: M. Todd Osterloh
Sturgill, Turner, Barker & Moloney, PLLC
333 W. Vine Street, Suite 1500
Lexington, KY 40507

If to Tenant:

Name: Social Impact Solar LLC

Attn: Adam Edelen
Address: 175 E. Main St., Suite 300
Lexington, KY 40508

With copy to: Kenneth J. Gish, Jr.
Stites & Harbison, PLLC
250 West Main Street, Suite 2300

Lexington, KY 40507

Landlord and Tenant may, by notice given in the same manner set forth above, designate a different address to which subsequent notices shall be sent. Notice shall be deemed given when delivered, if delivered personally or by reputable overnight delivery service that provides proof of delivery, or if sent by certified mail, return receipt request on the date of the receipt.

21. Broker. Tenant and Landlord each represents and warrants to the other that no real estate broker was instrumental in effecting this Lease. To the extent permitted by law, and without waiving the defense of sovereign immunity, EACH PARTY SHALL INDEMNIFY AND DEFEND THE OTHER PARTY FROM THE CLAIM OF ANY BROKER FOR A COMMISSION OR FEE ON ACCOUNT OF THIS LEASE THAT ARISES BY, THROUGH OR UNDER SUCH PARTY.

22. Quiet Enjoyment. Landlord covenants that Tenant, on paying the Rent and performing and observing all of the covenants and agreements herein contained and provided to be performed by Tenant, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Leased Premises for the entire Term, and may

exercise all of its rights hereunder, subject only to the provisions of this Lease and all Applicable Laws; and Landlord agrees to warrant and forever defend Tenant's right to such occupancy, use, and enjoyment and the title to the Leased Premises against the claims of any of those persons whomsoever lawfully claim the same, or any part thereof by through or under Landlord, and subject to the terms and provisions of this Lease and all Applicable Laws. Further, Landlord covenants that as long as Tenant pays the Rent and performs and observes all of the covenants and agreements herein contained and provided to be performed by Tenant, Landlord will not interfere with the use and enjoyment of the Leased Premises and the operation of Tenant's businesses in, on, above, below or about the Leased Premises during the Term. In no event shall Landlord permit or suffer to exist any tax lien or other encumbrance on or against the Project or Tenant Improvements without Tenant's prior written consent, which may be withheld by Tenant in its sole and absolute discretion. Landlord shall pay when due all of its obligations secured by a mortgage, deed of trust or other security instrument on its fee interest in the Property. Upon either Party's discovery of any such lien or failure to pay any secured obligations, such Party shall (a) promptly give written notice thereof to the other Party, and (b) Landlord shall cause (i) the same to be discharged of record or paid or shall deliver to Tenant appropriate security for payment within thirty (30) days after Landlord receives notice of delinquency or filing of same, either by payment, deposit or bond. If Landlord fails to discharge any such lien or make such payment within such period, or to pay any taxes or assessments on the Property or Leased Premises, then, in addition to any other rights or remedy hereunder, Tenant may, but shall not be obligated to, make the payment or procure the discharge of the same. Any amounts so paid or discharged by Tenant and all costs and other expenses related thereto including reasonable attorneys' fees in defending any such action or in procuring the discharge of such lien, shall be payable by Landlord to Tenant upon demand or may be deducted from the amounts owed to Landlord under this Lease. Nothing contained in this Section 22 shall be construed as requiring the Landlord to pay any tax liens or mortgages, deed of trust, or other security instrument created, in whole or in part, by the actions of the Tenant.

23. Landlord's Representations Warranties and Covenants. Subject to the limitations provided in Section 8, Landlord hereby represents, warrants and covenants to Tenant as of the Effective Date (a) to give Tenant possession of the Leased Premises free and clear of all tenants and occupants and Landlord's personal property and equipment; (b) that there are no pending Superior Leases, mortgages or liens that affect the Leased Premises that

have not been subordinated to this Lease in a form reasonably acceptable to Tenant; (c) that there are no pending or threatened claims, actions or suits affecting the Property, the Leased Premises or any portion thereof; (d) there is no threatened or pending eminent domain or condemnation proceeding in respect of the Property, the Leased Premises or any part thereof or access thereto; (e) each person signing this Lease on behalf of Landlord is authorized to do so and Landlord has the unrestricted right, power, and authority to enter into and perform its obligations under this Lease, and to grant the rights granted to Tenant hereunder; (f) the Landlord is an urban-county government and political subdivision of the Commonwealth of Kentucky, owning the Leased Premises; (g) the execution, delivery and performance of this Lease by Landlord does not violate any contract or agreement or instrument to which Landlord is a party and Landlord has not entered into any contract, agreement or instrument with respect to the Leased Premises with any third party other than Tenant; (h) the execution, delivery and performance by Landlord under this Lease has been duly authorized by all necessary action by Landlord's Council (legislative body) and does not violate any provision of any Applicable Law or any order, judgement or decree of any court or other Governmental Authority or conflict with or result in a breach of or constitute a default under any contractual obligation of to which Landlord is a party or any agreement to which Landlord and/or the Leased Premises is bound or subject; and (i) Landlord is not the subject of any bankruptcy, insolvency or probate proceeding. Subject to the limitations provided in Section 8, Landlord represents and warrants that, as of the Effective Date, (1) there are no outstanding Claims, (2) Landlord has not received any notice of any violations by any Governmental Authority with respect to the compliance of the Leased Premises as a municipal landfill with any Applicable Laws or alleging a violation of Applicable Laws, and 3) the Leased Premises and said landfill as such are in compliance with all Applicable Laws and Environmental Laws or currently working towards compliance as previously disclosed to Tenant, ; (iii) there are no covenants, conditions or restrictions or other private restrictions encumbering the Leased Premises which in any way limit or otherwise restrict the use of the Leased Premises as contemplated by this Lease;

24. **Memorandum of Lease.** A Memorandum of this Lease may be recorded as provided in Section 1(c).

25. Indemnification or Allocation of Responsibility; Limitation of Liability.

(a) Tenant Indemnification. TENANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LANDLORD, ITS AFFILIATES, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, GUESTS, LICENSEES, SUBLICENSEES AND INVITEES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, "**LANDLORD PARTIES**") FROM AND AGAINST ANY LIABILITIES, DAMAGES, AND LOSSES, INCLUDING, BUT NOT LIMITED TO CLAIMS, REASONABLE ATTORNEYS' FEES, DEMANDS, LIENS, COSTS, EXPENSES, PENALTIES, FINES, LAWSUITS, OR ACTIONS (COLLECTIVELY, "**CLAIMS**"), TO THE EXTENT RESULTING FROM (I) THE NEGLIGENT OR WILLFUL MISCONDUCT OF TENANT OR ANY TENANT PARTY (DEFINED BELOW); AND (II) THE BREACH BY TENANT OF ANY OBLIGATION, REPRESENTATION OR WARRANTY ARISING UNDER THIS LEASE. FURTHER, TENANT SHALL INDEMNIFY, DEFEND AND HOLD THE LANDLORD PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS THAT LANDLORD OR ANY OF THE LANDLORD PARTIES MAY INCUR, RESULTING DIRECTLY OR INDIRECTLY, WHOLLY OR PARTLY, FROM: (A) A DISCHARGE OF CONTAMINANTS AT THE LEASED PREMISES AS A RESULT OF THE ACTIONS OR OMISSIONS OF TENANT OR ITS CONTRACTORS, EMPLOYEES, AGENTS, LICENSEES OR INVITEES (COLLECTIVELY, "**TENANT PARTIES**") DURING THE LEASE TERM, (B) ANY CLAIM OR ACTION BY ANY GOVERNMENTAL AUTHORITY OR ANY THIRD-PARTY ACTION BROUGHT UNDER FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAWS OR REGULATIONS, WHETHER ADMINISTRATIVE OR JUDICIAL IN NATURE, AS A RESULT OF ANY ACTIVITIES OF TENANT OR ANY OF THE TENANT PARTIES RELATED AT THE LEASED PREMISES, TO THE EXTENT, AND ONLY TO THE EXTENT, THAT THE APPLICABILITY OF THE ENVIRONMENTAL LAWS OR REGULATIONS IS TRIGGERED BY AN ACT OR OMISSION OF TENANT OR ANY OF THE TENANT PARTIES; OR (C) ANY PERSONAL INJURY, TRESPASS, NUISANCE OR PROPERTY DAMAGE CLAIMS BY THIRD PARTIES RESULTING FROM THE ACTIVITIES OF TENANT OR ANY OF THE TENANT PARTIES AT THE LEASED PREMISES. Landlord will promptly advise Tenant in writing of any Claim or action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Tenant, at Landlord's expense to the extent of the negligence or willful misconduct of Landlord or any Landlord Party, will assume on behalf of Landlord and the other Landlord Parties, and will conduct with due diligence and in good faith, the defense of Landlord and any Landlord Parties thereof;

provided, however, that any Landlord Party will have the right, at its option, to be represented therein by advisory legal counsel of its own selection and at its own expense.

(b) Landlord Responsibility. To the extent allowable by law, and without waiving the defense of sovereign immunity, LANDLORD SHALL BE RESPONSIBLE FOR, TAKE SUCH ACTION, AND ADDRESS OR PAY SUCH CLAIMS, LIABILITIES, LOSSES, DAMAGES, PENALTIES AND COSTS, INCLUDING, WITHOUT LIMITATION, COUNSEL, ENGINEERING AND OTHER PROFESSIONAL OR EXPERT FEES (COLLECTIVELY, "CLAIMS"), RESULTING DIRECTLY OR INDIRECTLY, WHOLLY OR PARTLY, FROM (A) ANY KNOWN LEGACY ENVIRONMENTAL CONDITION EXISTING OR PRE-EXISTING AS OF THE LEASE COMMENCEMENT DATE; (B) A DISCHARGE OF CONTAMINANTS AT THE LEASED PREMISES AS A RESULT OF THE ACTIONS OR OMISSIONS OF LANDLORD OR ANY OF THE LANDLORD PARTIES, WHICH ACTIONS SHALL NOT INCLUDE THE LEASE OF THE LEASED PREMISES TO TENANT; (C) THE NEGLIGENT OR WILLFUL MISCONDUCT OF LANDLORD OR ANY LANDLORD PARTY; AND (D) ANY MATERIAL BREACH BY LANDLORD OF ANY OF ITS OBLIGATIONS, REPRESENTATIONS AND WARRANTIES UNDER THIS LEASE. Tenant will promptly advise Landlord in writing of any Claim or action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Landlord, at Tenant's expense to the extent of the negligence or willful misconduct of Tenant or any Tenant Party, may assume on behalf of Tenant and the other Tenant Parties, and will conduct with due diligence and in good faith, the defense of Tenant and any Tenant Parties thereof, to the extent permitted by law and without waiving the defense of sovereign immunity; provided, however, that any Tenant Party will have the right, at its option, to be represented therein by advisory legal counsel of its own selection and at its own expense.

(c) Limitation of Liability.

(i) Any tort claim by Tenant against Landlord for property damage shall not exceed the limits of coverage under any applicable liability policy covering Landlord for its negligence, as of the date such claim arises. Notwithstanding anything to the contrary contained herein, Landlord shall not be liable to the Tenant for incidental, consequential, special, punitive or indirect damages, including but not limited to loss of use or loss of profit or revenue.

(d) Survival. The provisions of this Section 2525 shall survive the expiration or earlier termination of this Lease.

26. Further Assurances; Estoppel Certificates.

(a) Further Assurances. Landlord and Tenant each agree to cooperate, execute and deliver all further instruments and documents and take any further action that may be reasonably necessary to effectuate the purposes and intent of this Lease. Landlord shall not grant or convey any easement, right-of-way or other interest that, if used or enjoyed in accordance with its terms, would interfere with Tenant's operation, use, access to or quiet enjoyment of the Project, the Tenant Improvements or the Leased Premises. Landlord agrees that wherever it is provided in this Lease that the prior consent or approval of Landlord is required, Landlord will not unreasonably withhold, condition or delay the giving of such consent or approval. Tenant understands that Landlord has leased a portion of the borrow area of Haley Pike Landfill to Creech Services, Inc. and otherwise provided certain easement rights as described in Exhibit D, and affirmatively states that these property interests do not violate this Section 26.

(b) Estoppel Certificates. Either Party agrees, at any time and from time to time upon not less than ten (10) business days' prior written notice by the other Party or from a Financing Party, to execute, acknowledge and deliver to the other Party, or any person designated by the other Party, a written estoppel certificate certifying that this Lease is complete, true and correct and in full force and effect and stating whether or not the other Party is in default in keeping, observing or performing any term, covenant or condition contained in this Lease on the other Party's part to be kept, observed or performed and, if in default, specifying each such default and any other factual matters pertaining to this Lease reasonably requested by the other Party. It is intended that any such estoppel certificate may be relied upon by the other Party, or any prospective purchaser or encumbrancer of the Property or Leased Premises or any part thereof (including any Financing Party), any auditor, commercial banker and investment banker of either Party or any purchaser of Landlord's interests in the Property.

27. Right of First Refusal. During the Term of this Lease, at any time prior to Landlord's acceptance of a bona fide offer or letter of intent from any third party ("**Third Party Purchaser**") to purchase all or any part of the Property, Landlord shall deliver a copy thereof to Tenant (the "**First Refusal Notice**"). Tenant shall have

thirty (30) days to agree in writing to purchase the Property pursuant to the terms and conditions set forth in such offer or letter of intent by delivering written notice to Landlord (the “**Acceptance Notice**”). In the event that Tenant does not timely agree to purchase the Property described in the First Refusal Notice by delivering the Acceptance Notice within such thirty (30) day period, Landlord shall have the right to sell the Property to the Third Party Purchaser identified in the First Refusal Notice on terms that are not materially more favorable, when considered as a whole, to the Third Party Purchaser as the basic terms and conditions contained in the first Refusal Notice.

28. Miscellaneous.

(a) Validity of Lease. The provisions of this Lease are severable. If any provision of the Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of any other provision of this Lease.

(b) Waiver. The rights, remedies, options or elections of Landlord and Tenant in this Lease are cumulative, and the failure of Landlord or Tenant to enforce performance by the other Party hereto of any provision of this Lease applicable to said Party, or to exercise any right, remedy, option or election, in any one or more instances, shall not act as a waiver or a relinquishment at the time or in the future, by Landlord or Tenant, as the case may be, of such provisions of this Lease, or of such rights, remedies, options or elections, and the same shall continue in full force and effect.

(c) Entire Agreement; Partial Invalidity.

(i) This Lease and Landlord’s Request for Proposal 35-2025 dated 9/9/2025 and Tenant’s [response], dated 9/24/2025, which are incorporated by reference herein constitute the entire agreement between the Parties with respect to the subject matter hereof. In the event of any inconsistency, the terms of this Lease shall prevail, followed by the Landlord’s Request for Proposal, followed by Tenant’s Response. No additions, changes, modifications, renewals or extensions of this Lease shall be binding unless reduced to writing and signed by both Parties. The Landlord’s Request for Proposal 35-2025 dated 9/9/2025 and Tenant’s [response], dated 9/24/2025 is attached hereto as Exhibit E. The exhibits (A-E) attached hereto are incorporated herein by this reference for all purposes.

(ii) If any term or provision of this Lease is, to any extent, determined by a court of

competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and such remaining term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(d) Effective Law; Venue. The validity, interpretation, and performance of this Lease and any dispute connected herewith shall be governed and construed in accordance with the internal laws of the State where the Leased Premises are located without reference to the choice-of-law or conflicts-of-law principles that would result in the application of the laws of a different jurisdiction. The Parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of, or in connection with this Lease or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in the Fayette Circuit Court, Lexington, Kentucky. Each of the Parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such action, suit or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now have or hereafter have to the action, suit or proceeding that it is brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice or other document by registered mail to the notice address set forth in Section of this Lease shall be effective service of process for any such suit, action, or other proceeding brought in any such court.

(e) Waiver of Jury Trial. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO A JURY TRIAL IN ANY SUIT, ACTION OR OTHER PROCEEDING CONCERNING THIS LEASE OR ANY DEFENSE, CLAIM, COUNTERCLAIM OR SET-OFF OR SIMILAR CLAIM OF ANY NATURE.

(f) Commercial Lease. This Lease shall be construed as a commercial lease.

(g) Captions. The captions of the sections in this Lease and any index or table of contents are for reference purposes only and shall not in any way affect the meaning or interpretation of this Lease.

(h) Counterparts. This Lease may be executed in one or more counterparts, including by facsimile or other electronic means, each of which shall be an original, and all of which constitutes one and the same Lease.

(i) Remedies and Rights Not Exclusive. No right or remedy conferred upon Landlord or Tenant shall be considered exclusive of any other consistent right or remedy but shall be in addition to every other consistent right or remedy available to Landlord or Tenant under this Lease. Any right or remedy of Landlord or Tenant may be exercised from time to time, and as often as the occasion may arise. The granting of any right, remedy, option or election to Landlord or Tenant under this Lease shall not impose any obligation on Landlord or Tenant, as the case may be, to exercise said right, remedy, option or election.

(j) Drafting Ambiguities; Interpretation. In interpreting any provision of this Lease, no weight shall be given to nor shall any construction or interpretation be influenced by the fact that counsel for one of the Parties drafted this Lease, each Party recognizing that it and its counsel have had an opportunity to review this Lease and have contributed to the final form of this Lease. Unless otherwise specified, the words “include” and “including”, and words of similar import shall be deemed to be followed by the words “but not limited to” and the word “or” shall be “and/or”.

(k) References. In all references to any persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require.

(l) Binding Effect. This Lease is binding upon and shall inure to the benefit of the Parties, their legal representatives, successors and permitted assigns.

(m) Time of the Essence. Time is of the essence of this Lease. If, pursuant to this Lease, any date indicated herein falls on a Holiday or a Saturday or Sunday then such day shall not be a business day, and the date so indicated shall mean the next business day following such date. The term “**Holiday**” shall mean any day on which state or national banks are not open for business in the State where the Leased Premises is located.

[Signature page follows]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the dates set forth below, to be effective as of the Effective Date.

LANDLORD:

TENANT:

Lexington-Fayette Urban County Government

SOCIAL IMPACT SOLAR LLC

By: _____

Name: _____

Title: _____

Date: _____

By:

Name:

Title:

Date:

Exhibit A – Leased Premises - Schematic

Exhibit B – Lease Summary Memorandum

Exhibit C – Easements - Schematic

Exhibit D – Mineral Rights

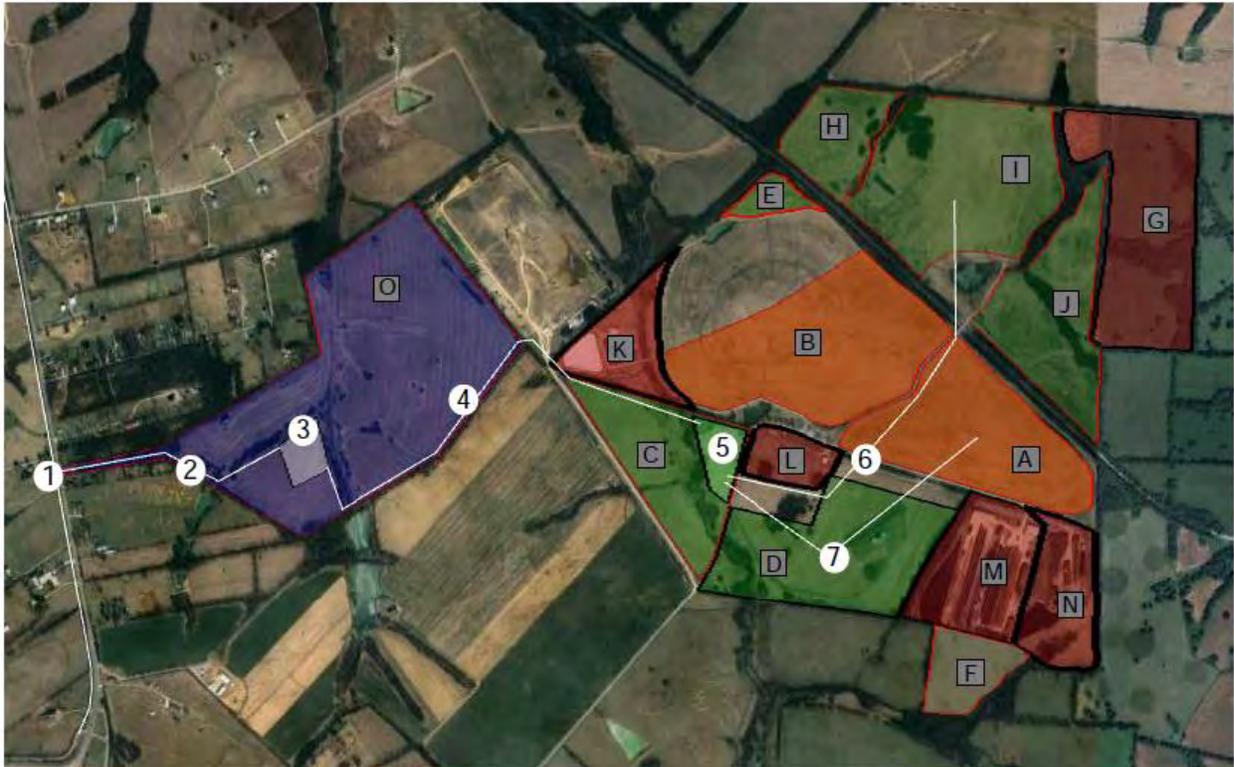
Exhibit E – RFP 35-2025 and SIS Response

Exhibit A - Leased Premises (Schematic)

Table A: HPSP Area Breakdown table to crosswalk known areas to proposed for utilization.

Haley Pike Solar Project Area Breakdown				
Area	Name/Use	Approx. Acres	Note	Proposed Usage for HPSP
A	Closed Cell	53	Required to be used for PV Array Lease	Area A: 53 of 53 used for solar
B	Closed Cell	105	Required to be used for PV Array Lease	Area B: 70 of 105 used for solar
C	Unused	39	Available for PV Array Lease	Area C: 39 of 39 used for solar and array substation
D	Leased - Model Airplane Club*	68	Available for PV Array Lease *LFUCG will be expanding operations in area L. This will reduce the available acreage in area D by 5 -10 acres	Area D: 58 of 68 used for solar (utilization acknowledges reduced availability)
E	Unused	6	Available for PV Array Lease	Area E: 6 of 6 acres used for solar
F	Unused*	15	Reserved for LFUCG Use	Area F: 0 of 15
G	LFUCG Spray field	59	This area is currently used for LFUCG spray fields.	Area G: 0 of 59 acres used for solar
H	Permitted unused cell	20	Available for PV Array Lease	Area H: 20 of 20 acres used for solar
I	Permitted unused cell	69	Available for PV Array Lease	Area I: 69 of 69 acres used for solar
J	Permitted unused cell	42	Available for PV Array Lease	Area J: 42 of 42 acres used for solar
K	Wetland/Leachate System	20	LFUCG Operations	Area K: 0 of 20 acres used for solar
L	Scale House - LFUCG Operations	11	LFUCG Operations	Area L: 0 of 11 acres used for solar
M	Leased - Creech	32	Leased - Not available for Lease	Area M: 0 of 32 acres used for solar
N	LFUCG Mulch - Contractor operated	26	LFUCG Operations	Area N: 0 of 6 acres used for solar
O	Right of Way	21.5	Proposed ER/SIS-negotiated Right of Way (ROW #1: 20 acres, ROW #2: 1.5 acres)	Non- LFUCG Property - Shown for consistency with submitted plans

Image 1: Schematic of land use for HPSP, with notation of known areas.

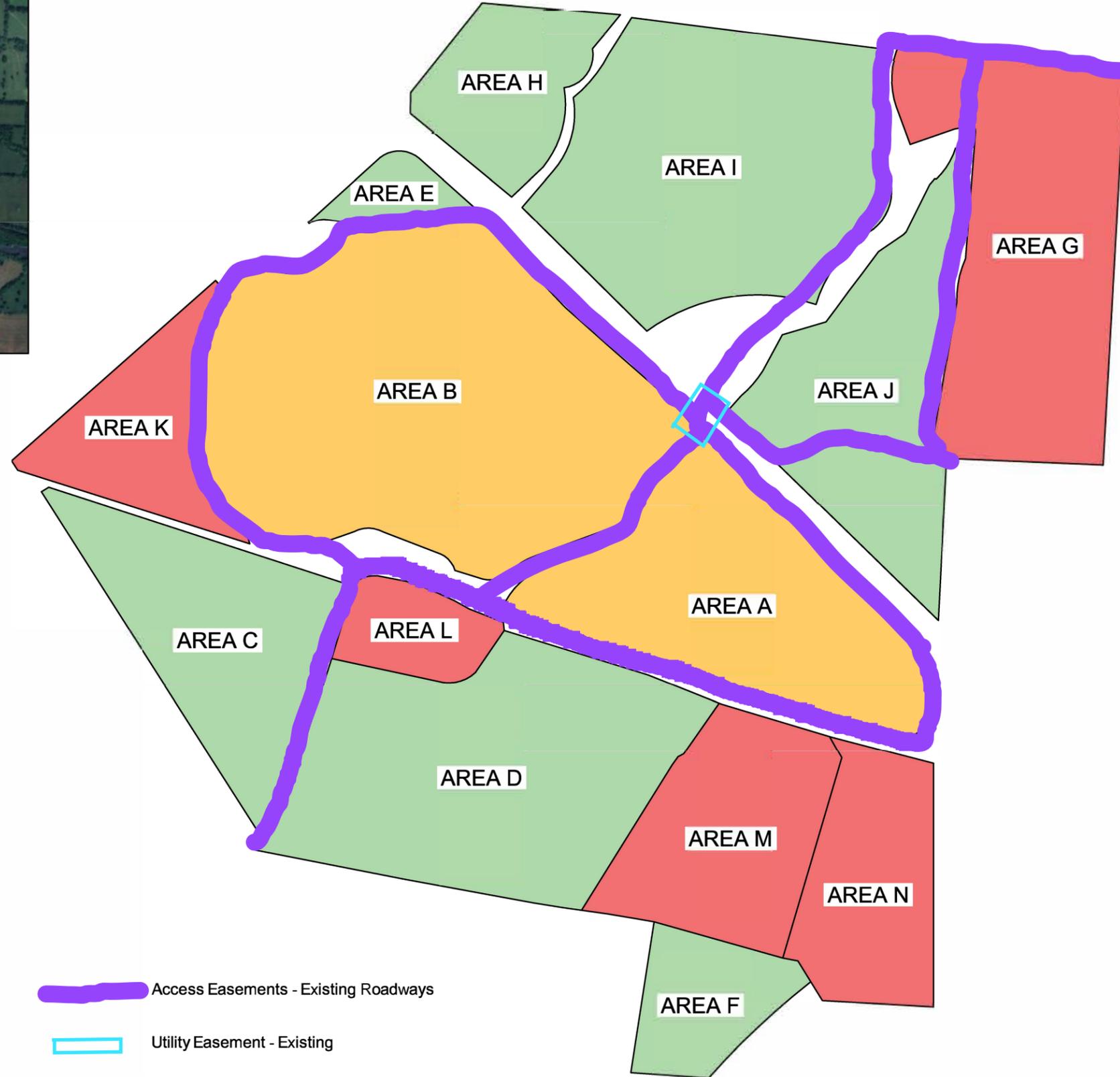


MAP KEY		
Marker	Component Type	Color Shading Code
1	Point of Interconnection (69kV line)	Purple: ER/SIS negotiated Right of Way Green: LFUCG designated 90% usable land for PV Orange: LFUCG designated 50% usable land for PV Red: LFUCG designated 0% usable land for PV No Color: where segments in project area are not shaded, no activities are planned to allow for LFUCG future use
2	Feeder to Switchyard	
3	Switchyard	
4	Feeder to Array Substation	
5	Array Substation	
6	Collection Feeder 1 to Arrays	
7	Collection Feeder 2 to Arrays	

Exhibit B Easement (Schematic)



PRELIMINARY DESIGN



LEGEND

- 90% Usable Land for PV
- 50% Usable Land for PV
- 0% Usable Land for PV

AREA DESCRIPTION

- A Closed Landfill
- B Closed Landfill
- C Vacant Land
- D Leased Area for Model Airplane Club
- E Vacant Land
- F Vacant Land
- G Irrigation Field
- H Permitted Future Landfill
- I Permitted Future Landfill
- J Permitted Future Landfill
- K Wetland Treatment System
- L LFUCG Operational Area
- M Creech Services
- N LFUCG Mulch Area

- Access Easements - Existing Roadways
- Utility Easement - Existing

Haley Pike Landfill
4216 Hedger Lane
Lexington, KY 40516

Area Key

CLIENT/CMTA JOB #:	
DATE:	10/14/2024
DRAWN:	TW
CHECKED:	KK

REVISIONS	

PV101

Exhibit D

DATE: January 29, 2026

RE: 30-Year Title Exam
4172-4253 Hedger Lane

Map/Parcel/Account No. 94024050

Tract 1- +/- 446 Acres (North of Railroad Tracks)

Tract 2- 204.44 Acres (South of Railroad Tracks)

Total Acreage- +/-650.44 Acres

*** *** *** *** *** ***

The title to the aforementioned properties is subject to the following encumbrances:

1. Subject to a Notice (of waste disposal activity) dated May 3, 2016, of record in Deed Book 3394, Page 006, in the Fayette County Clerk's Office.
2. Subject to a Certificate of Land Use Restrictions for a conditional use permit, recorded October 9, 2001, of record in Land Use Restriction Book 10, Page 171, in the Fayette County Clerk's Office.
3. Subject to a Deed of Easement Agreement by and between Lexington-Fayette Urban County Government and Demolition Disposal Services, Inc., a Kentucky corporation, dated March 5, 1993, of record in Deed Book 1667, Page 580, in the Fayette County Clerk's Office.
4. Subject to a Deed of Easement by and between Lexington-Fayette Urban County Government and Demolition Disposal Services, Inc., a Kentucky corporation, dated April 21, 1993, of record in Deed Book 1672, Page 432, in the Fayette County Clerk's Office.
5. Subject to a Special Commissioner's Deed of Easement in favor of East Kentucky Power Cooperative, Inc., dated December 2, 1982, of record in Deed Book 1305, Page 484, in the Fayette County Clerk's Office.
6. Subject to a Distribution Line Agreement in favor of Kentucky Utilities Company, a Kentucky corporation, dated November

Exhibit D

25, 1977, of record in Deed Book 1187, Page 149, in the Fayette County Clerk's Office.

7. Subject to a Deed of Easement in favor of Lexington-Fayette Urban County Government, dated July 16, 1976, of record in Deed Book 1161, Page 605, in the Fayette County Clerk's Office.
8. Subject to a Deed of Easement in favor of Lexington-Fayette Urban County Government, dated July 27, 1976, of record in Deed Book 1161, Page 600, in the Fayette County Clerk's Office.
9. Subject to an unrecorded Lease Agreement (Contract 34486), by and between Creech Services, Inc. and Lexington-Fayette Urban County Government, dated January 25, 2001, subsequently amended by an Amendment to Lease Agreement, dated April 5, 2005.
10. The tobacco base reserved to the Grantor and having the option to be transferred to other land owned by the Grantor, dated April 12, 1977, of record in Deed Book 1167, Page 390, in the Fayette County Clerk's Office, was terminated by the Grantor's death on June 10, 1993.
11. No oil, gas or other mineral rights, in, on or under the property were found in the public records of the Fayette County Clerk's Office.

/s/ Evan P. Thompson
Evan P. Thompson, Attorney



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #35-2025 Haley Pike Solar Lease** 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 **September 24, 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 one hundred twenty (120) 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.

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.

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 contractor is expressly required to comply with the Kentucky Equal Opportunity Act of 1978 (KRS 45.560 to KRS 45.640)

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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

See complete criteria beginning on page 20

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.

The LFUCG reserves the right to request clarification of any proposal from prospective vendors, or to interview any vendor to further discuss their submitted proposal. The LFUCG further reserves the right to select more than one vendor as a preliminary finalist that will be required to make an oral presentation to the LFUCG. The LFUCG reserves the right to amend its final scoring of the proposals based upon information provided during such a presentation as long as the proposal does not materially differ from the written proposal submitted by the vendor.

Questions shall be submitted via Ion Wave at: <https://lexingtonky.ionwave.net>

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 Procurement 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.
- 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.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. 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 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.

Signature

Name of Business

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, safety 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 demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND 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:

<u>Coverage</u>	<u>Limits</u>
General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Professional Liability	\$1 million per occurrence
Auto Liability \$	\$1 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 Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$5 million per occurrence, unless it is deemed not to apply by LFUCG.
- f. 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.
- g. 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

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.

00548704

Introduction

On July 28th, 2025, Lexington Fayette Urban County Government (LFUCG) received an unsolicited proposal for the potential development of Utility Scale Solar development at Haley Pike Landfill (HPLF). Pursuant to KRS 65.028(17) and KRS 424, LFUCG has provided public notice of the unsolicited proposal and is now initiating a formal Request for Proposal process to receive formal proposals in a uniform format for evaluation.

LFUCG fully understands that the Investment Tax Credit (ITC) is an integral part of the financing model making this project possible. With that in mind, LFUCG intends to proceed quickly, if possible. However, redevelopment of a permitted landfill with closed and permitted cells will require review and approvals by outside entities such as Kentucky Energy and Environmental Cabinet (KEEC), which oversees all permitted and closed landfills.

Due to the accelerated timeframe needed to meet ITC deadlines, LFUCG is fully committed to acting as quickly as possible while ensuring all statutory requirements, reviews, and due diligence are completed.

Background

LFUCG has been researching and exploring the feasibility and restrictions associated with Utility Scale Solar on Haley Pike Landfill since 2020. In 2024, a Phase 1 Desktop Feasibility Study was completed by external subject matter experts. The attached Executive Summary and Study identified that a third party could economically construct a 110 MWdc array on approximately 320 buildable acres. The desktop level study identified several items that would benefit from additional study or development that could impact the final design, operations, and environmental impacts. We recommend a full review of the Desktop Feasibility Study and Executive Summary to best inform your RFP response.

Haley Pike Landfill is approximately 687 acres located primarily in Eastern Fayette County and Clark County. The landfill has two closed and capped cells (Area A closed/capped in early 1980s and Area B closed/capped in 2014) and three permitted but unused cells (Areas H, I, and J). Additionally, LFUCG uses some adjacent land areas for internal operations and leases other areas for operations to external organizations. LFUCG intends to continue operations at HPLF and expects to expand some operations in the near future, as described in Table 1. The anticipated expansion will restrict some areas from solar development, as LFUCG does not have alternative facilities available or appropriate for those activities. These restrictions were considered in the most recent Desktop Feasibility Study.

As a result of LFUCG's Desktop Feasibility Study, LFUCG identified leasable areas for Utility Scale Solar development. Please see diagram PV101 and Table 1 for more detailed information. Note listed acreage is approximate actual acreage may vary.

Assumptions

The following are assumptions for the Utility Scale Solar Project at the Haley Pike Landfill:

- LFUCG will NOT be involved in financing, bonding, or being the guarantor of the project.
- LFUCG will NOT be involved in day-to-day operations or construction of the project.
- LFUCG'S role will be limited to that of the Lessor and the administrator of the Landfill Permit. This WILL include monitoring of any/all activities that occur at Haley Pike Landfill, including any leased areas, to ensure compliance with the lease and all landfill and environmental compliance.
 - o Monitoring includes, but is not limited to, the following:
 - Oversight of the leachate collection and treatments system;
 - Groundwater and methane monitoring; and
 - Storm/surface water sampling.
- Any Utility Scale Project should be a Reuse/Repurpose project that provides maximum utilization of the capped landfill cells (Area A & Area B). LFUCG considers this to be a core component of the RFP. LFUCG would prefer a minimum of 25% of the total array be located on these areas (with a target of 33%). The total rate of utilization of closed cells will be a factor in scoring proposals.
- The developer will be responsible for acquiring any easement and Rights-Of-Way (ROW) needed for the project. This includes the CSX/RJ Corman rail line and ROW that bisects the property. LFUCG may assist as necessary and where possible, in its discretion.

Definitions and Abbreviations

Area –refers to one of the designated sub-areas of the Haley Pike Landfill, each designated by a letter as shown on the PV101.

Developer - used interchangeably for the Bidder, Developer, Lessee, and Operator.

DWM – LFUCG Division of Waste Management

EQPW – Lexington Fayette Urban County Government Environmental Quality and Public Works Department

HPLF – Haley Pike Landfill

ITC – Investment Tax Credit

KDWM – Kentucky Division of Waste Management

KEEC – Kentucky Energy and Environmental Cabinet

LFUCG – Lexington Fayette Urban County Government

MWdc – Megawatts Direct Current

PSC or KYPSC – Kentucky Public Service Commission

RFP – This Request for Proposal provided herein

ROW - Rights-Of-Way

USS – Utility Scale Solar

Scope

LFUCG is soliciting proposals from interested and qualified parties for a long-term lease (20-40 years) of a substantial portion of the Haley Pike Landfill for use as a Utility Scale Solar facility. The interested party or Developer should review this RFP and all attached documents in depth. To provide for a quick and accurate review process, it is highly recommended that RFP responses are formatted in a manner that conforms to the scoring criteria outlined below. This ensures that reviewers can locate and evaluate information that will be utilized for scoring the submission during the review process.

This RFP process will utilize the “Best Value” process due to the unique nature of the project proposal. LFUCG will consider multiple factors in selecting the most qualified developer to work with LFUCG for a long-term relationship. The Developer should have sufficient experience and qualifications to demonstrate its ability to complete the project and to continuously operate in a fiscally and environmentally responsible manner. Additionally, this project and subsequent lease must provide economic, social, and educational benefits to the citizens of Fayette County and beyond.

Array configuration and technical component review is a part of this RFP submittal to verify the Developers’ technical understanding and to validate economic assumptions as part of the review process. In order to perform due diligence and to ensure the Developer understands the critical nature of development and construction on a landfill cap and permitted landfill property, sufficient technical information must be provided in the Developer’s RFP response to validate its overall project proposal, technical understanding, and experience.

It is understandable that Developers may not have definitive solutions regarding all relevant information due to the ITC timeline. However, experienced and qualified Developers in a project of this scale are expected to have sufficient expertise to provide preliminary responses that sufficiently address each requested section.

A summary of the information being requested is provided below in the Submission Format Sections of this RFP.

Submission Format Sections – Percent of score

1. Background and Qualifications Section – 15%

- a. Company Background and Qualifications of Key Staff of the primary Bidder/Developer. Please limit information to Key Staff that will have a direct role in the development, construction, and operation of the proposed array.
 - i. Developer Entities – Company Background and Qualifications of Key Staff of critical partner entities or sub-contractors (if known). Please limit information to Key Staff that will have a direct role in development, construction, and operation of the proposal.
- b. Experience with similar projects
 - i. Please provide a detailed summary of at least two solar projects of similar scope and size. Include project references and date of installation.
 1. Projects under KY PSC or Kentucky State Board on Electric Generation and Transmission Siting (Ky Siting Board) authority preferred.
 - ii. Please provide a summary of any other relevant projects including size, location, date of installation and other key metrics of the project.
 1. Including, for example, projects with similar environmental considerations and regulations to the project described in this RFP, such as Brownfield projects.
- c. Interconnection & Regulatory Experience
 - i. Please provide a list of utilities & regulatory bodies that the Developer has successfully worked with. Provide the size of the associated projects.
 - ii. Outline past experience working with KY PSC and the KY Siting Board and experience working with state/local Waste Management divisions or similar regulatory entities for other Brownfield projects.
 - iii. If applicable, please provide a list and description of Interconnection Agreements with transmission organizations, such as PJM in the last five years.

2. Project Configuration and Technical Details – 25%

- a. PV Array and Equipment
 - i. Please provide a schematic level breakdown by area of the proposed Solar Array capacity.

- ii. Racking Systems – Provide preliminary proposal of racking systems to be used. Areas A & B must use a ballasted racking system to protect landfill cap.
 - 1. Spec sheets of proposed racking system may be included, if known.
 - iii. Provide a brief explanation describing how your design will address and protect the landfill cap in areas A & B for other necessary equipment (mounting of inverters, balance of system equipment, communications equipment)
 - iv. Provide a brief explanation of how equipment will be transported and staged in a manner that protects the earthen cap in Areas A & B.
 - b. Storm Water Management & Erosion Control
 - i. Utility Scale Solar arrays meet the definition of Impervious Surface (LFUCG Code of Ordinances Chapter 16, Art. XIV, Sec.16-402). Please provide a preliminary plan for compliance with this ordinance and ensure the applicable Water Quality Management Fee is included and listed separately from any projected lease payment in Section 3 Financial Summary.
 - ii. Additionally, erosion control, especially at the panel drip line has the potential to create erosion and infiltration issues. Please provide a preliminary plan for addressing these issues.
 - c. Vegetation Management
 - i. Please provide a preliminary plan for addressing vegetation management. If the process will be different for the closed cell vs other areas, please address both.
 - d. Site Access Control
 - i. LFUCG and multiple contract operators will continue to have active operations at the HPLF facility. As such, please address any proposed improvements you would need to make to restrict or prevent access to your leased areas and operations to all parties other than LFUCG. LFUCG will need routine access for landfill permit compliance activities.
 - 1. Also address how you would control access from the Railroad ROW.
 - e. PSC Approval and Interconnection to grid.
 - i. Responsibility for all PSC and/or KY Siting Board approvals, Interconnection Agreements, permits, inspections, and compliance with operations of Utility Scale Solar and a Qualified Facility rest solely on the Developer.
 - f. Post Construction Monitoring & Safety Measures

- i. Briefly outline how the PV system will be monitored post construction and identify Key Staff that will be responsible for monitoring the PV system. Specify describe how electrical hazards (arc faults, etc.) are recognized & flagged by the monitoring system.
- g. Describe the PV system’s immediate response to electrical hazards (arc faults, etc.) and the Developer’s process for addressing and fixing these issues.
- h. Overall project timeline from bidding to full development with critical milestones.
- i. Operations and Maintenance Plan – Please provide a brief outline of quantitative metrics that could be incorporated into the lease to ensure Operations and Maintenance are being maintained at a high level. Developer must be committed to maintaining and maximizing renewable energy production at the site.
 - i. Operation and Maintenance levels will be tied to a required performance bond to ensure Fayette County residents’ interests are being met. Specific criteria will be determined during the negotiation phase, but Developers are encouraged to propose a metric as part of their submission.
- j. Decommissioning Plan – Please provide a brief description of your proposed decommissioning plan, include timelines, list of infrastructure to be removed, exemptions, and disposal or recycling plans for panels and other components.

3. Financial Summary – 45%

- a. Provide a general description of the financial model to be utilized for construction and operation. Provide an estimated annual project of lease payment to LFUCG either a gross payment or per acre lease rate.
 - i. Please note that PILOT or “Payment in lieu of taxes” may not be applicable for this project due to LFUCG’s ownership and non-tax status of the subject property. LFUCG is not interested in owning or operating the solar facility.
 - ii. Total Lifecycle cost from development to post decommissioning restoration must be included for review.
 - 1. Decommissioning cost **MUST** be reflected in the lifecycle financial model.
 - iii. NOTE – LFUCG will be utilizing a **total lifecycle cost to LFUCG** that incorporates revenue, expense, deferred expense, and extended expenses when calculating the total lifecycle project cost/benefit to LFUCG for each proposal. This figure will be critical in calculating the final score and evaluations of each proposal.
- b. Quantify the economic impacts to Lexington-Fayette County regarding the following categories:

- i. Employment utilizing local companies and labor in both short term (Construction/Development) and long term (Operations).
- ii. Availability and direct impacts of local generation of renewable energy with an emphasis on benefiting Fayette County residents and businesses.
 - 1. In an effort to meet LFUCG's renewable energy goals and objectives, LFUCG may choose to include terms in any agreement requiring participation in current or future Sleeved Power Purchase Agreements or Green Tariffs, as applicable, at terms equal to any other entity contracting for power under like arrangements.
- c. The Developer will be required to provide a performance bond in the amount of \$750,000 as part of the execution of the contract. The bonding shall be continuous for the term of the lease. This bond shall be in addition to any decommissioning bond required by the Ky PSC or the Ky Siting Board.
- d. Renewable Energy Credits – Please note in the financial summary how Renewable Energy Credits will be handled in the financial model including anticipated income and model terms.
 - i. LFUCG reserves the right to negotiate for a portion of the RECs as part of the lease compensation package.
- e. Lease Terms - 20-year minimum initial term with 5-year renewal periods after the initial term.
 - i. Lease will only include those areas specifically agreed to during the negotiation process. LFUCG will continue to operate in the areas noted in Table 1.
- f. Confidential financial information – Anything not specifically marked as confidential may be subject to release, as required by the Kentucky Open Records Act.
- g. LFUCG reserves the right to later request the names of any potential offtakers of the electricity generated under a confidentiality agreement.

4. Environmental Compliance Haley Pike Landfill – 10%

- a. As the owner, operator, and permit holder for the Haley Pike Landfill, LFUCG will remain responsible for overall compliance. The Developer will be responsible for all actions, activities, and results of its activities and operations on the leased facility. LFUCG will work closely with the Developer to obtain all required approvals for permit modifications or any other required regulatory approvals from Kentucky Energy and Environmental Cabinet (KEEC) and KDWM. The Developer shall be responsible for any and all required costs associated with approvals or required modification, inspections, or additional

compliance measures required or recommended by KEEC or KDWM for operation of USS at Haley Pike Landfill. Please ensure your proposal addresses your understanding of the requirements for redevelopment on a landfill and note any staff or contractors that you propose to utilize for compliance.

- b. Please ensure your proposal addresses your understanding of ITC timelines, if utilizing these credits. As this project involves a permitted landfill, approval from the KDWM is required. The Developer should summarize its understanding of KDWM requirements for minor or major modifications to the existing Solid Waste Permit and to make sure those requirements are reflected on the project timeline included with this submittal.
- c. LFUCG will continue with Methane monitoring and Leachate management on leased areas. The Developer must ensure their activities do not impact or interfere with either activity.
- d.

5. Social and Educational Impacts and Initiatives 5%

- a. Imagine Lexington: 2045 Comprehensive Plan sets a communitywide net zero greenhouse gas emissions goal by 2050. This project represents a tremendous opportunity for LFUCG to strive towards that goal. Additionally, LFUCG has a Sustainability Program and Environmental Education Program to actively engage the public. Please provide an example of your past participation in community Social and Educational programs.
- b. Please provide a brief description of any potential Social or Educational programs or opportunities that you may undertake as a part of this proposal.

Request for Proposal Scoring

Section	Percent
Background and Qualifications	15
Project Configuration and Technical Details	25
Financial Summary	45
Environmental Compliance	10
Social and Educational Initiatives	5

Table 1 - Area Breakdown

Area	Name/Use	Approximate Acreage	Note
A	Closed Cell	53	Required to be used for PV Array Lease
B	Closed Cell	105	Required to be used for PV Array Lease
C	Unused	39	Available for PV Array Lease

D	Leased - Model Airplane Club*	68	Available for PV Array Lease *LFUCG will be expanding operations in area L. This will reduce the available acreage in area D by 5 -10 acres
E	Unused	6	Available for PV Array Lease
F	Unused*	15	*LFUCG will be expanding operations that will most likely incorporate this area.
G	LFUCG Spray field	59	This area is currently used for LFUCG spray fields. It would only be available for PV Array Lease if the cost to relocate those operations is borne solely by the Developer.
H	Permitted unused cell	20	Available for PV Array Lease
I	Permitted unused cell	69	Available for PV Array Lease
J	Permitted unused cell	42	Available for PV Array Lease
K	Wetland/Leachate System	20	LFUCG Operations - Not available for Lease
L	Scale House - LFUCG Operations	11	LFUCG Operations - Not available for Lease
M	Leased - Creech	32	Leased - Not available for Lease
N	LFUCG Mulch - Contractor operated	26	LFUCG Operations - Not available for Lease



 **SOCIAL IMPACT SOLARSM**

 **EDELEN
RENEWABLES**
Social Impact SolarSM

**A Proposal to Lexington-Fayette Urban County Government
to deliver Haley Pike Solar Project**

Submission in Response to Request for Proposals

RFP Number: 35-2025

RFP Title: Haley Pike Solar Lease

**Applicant: Social Impact Solar LLC,
a platform of Edelen Renewables**

Contact: Adam Edelen, Manager, Social Impact Solar LLC

Founder & CEO, Edelen Renewables

adam@edelenrenewables.com | 859-977-6267

AFFIDAVIT

Comes the Affiant, Adam Edelen, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Adam Edelen and he/she is the individual submitting the proposal or is the authorized representative of Social Impact Solar LLC, 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 Procurement 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."
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.

CONTINUED ON NEXT PAGE

Further, Affiant sayeth naught.



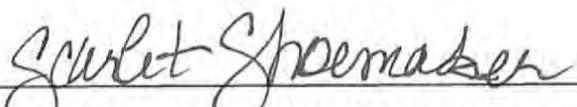
STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Adam Edelen on this the 22nd day of September, 2025.

My Commission expires: Sept 27, 2027



NOTARY PUBLIC, STATE AT LARGE
KYNP 19826

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.
- 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.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. 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 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.



 Signature

Social Impact Solar, LLC

 Name of Business

Firm Submitting Proposal: Social Impact Solar, LLC
A platform entity of Edelen Renewables

Complete Address: 175 E. Main Street, Ste 300
Lexington, KY 40507

Contact Name: Adam Edelen

Title: Manager

Telephone Number: 859-977-6267

Fax Number: 859-788-3240

Email Address adam@edelenrenewables.com

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.

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, safety or welfare of the LFUCG or its citizens.

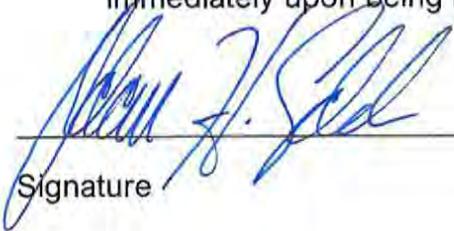
B. At Will Termination

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

22 Sept 25

 Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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.

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.

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.

These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

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.

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.

TABLE OF CONTENTS

- 1. Background and Qualifications 4
 - Company Background 4
 - Key Staff 4
 - Experience with Similar Projects 6
 - Interconnection & Regulatory Experience..... 8
 - Navigating Regulatory Processes 10
- 2. Project Configuration and Technical Details 10
 - Photovoltaic Array 10
 - Schematic..... 10
 - Right of Way 17
 - Equipment and Design 18
 - Racking Systems..... 19
 - Landfill Cap & Transportation Plan 19
 - Storm Water Management & Erosion Control 20
 - Erosion Control..... 20
 - Vegetation Management..... 21
 - Methane & Leachate Management 21
 - Site Access Control..... 22
 - Public Service Commission Approval and Interconnection 22
 - Utility and permitting approvals 23
 - Post-Construction Monitoring & Safety Measures 23
 - System Design Considerations for Arc Hazard Control & Ongoing Safety 24
 - Response to Electrical Hazards..... 25
 - Protection Design Methods..... 25

NFPA 70E ARC Flash Training.....	26
Project Timeline.....	26
Investment Tax Credit Timelines.....	28
Operations and Maintenance Plan.....	28
Decommissioning Plan & Bond	29
3. Financial Summary	29
Developer Financial Model Description.....	30
Production Calculation	30
Capital Costs.....	30
Revenues	30
Expenses	30
Project Cost Overview	31
Revenue to LFUCG	31
Land Lease Revenue	32
Payment In Lieu of Taxes (PILOT) Revenue	32
Water Quality Management Fee Revenue.....	33
Deferred Expense	33
Extended Expenses	33
Economic Impacts to Lexington-Fayette County	34
Performance Bond	34
Renewable Energy Certificates.....	35
LFUCG REC Strategy	35
Lease Terms	36
4. Environmental Compliance Haley Pike Landfill	37
Summary of relevant environmental and landfill regulations.....	38
5. Social and Educational Impacts and Initiatives	39
Past Participation in Community, Social, and Educational Programs.....	40
Coal-to-Solar Workforce Development	40
Catholic Diocese of Lexington - Net Zero Advisory Board.....	41
Comprehensive Plan & Sustainability Contributions	41

HPSP Social & Educational Programs	42
Land Use Best Practices	43
Agrivoltaics	43
Local Hires & Training.....	44
CONCLUSION	45

Appendices

Appendix A: Tracker Spec Sheet #1: GameChange Genius Tracker 1P

Appendix B: Fixed Rack Spec Sheet #2: GameChange Pour-in-Place Ballasted Ground System

Appendix C: Fixed Rack: GameChange Pour-in-Place Ballasted Ground System Diagram

Appendix D: Inverter Spec Sheet: SMA Medium Voltage Power Station

Appendix E: Landfill cap transportation and laydown protective measures (examples)

Appendix F: Water Quality Management Fee Calculations

1. Background and Qualifications

Company Background

Edelen Strategic Ventures LLC, dba Edelen Renewables, was established in 2016 with headquarters in Lexington, Kentucky. Since then, the firm has opened satellite offices in downtown Hazard, Kentucky and Water Valley, Mississippi.

In 2024, Edelen Renewables (ER) introduced Social Impact Solar LLC (SIS), a platform entity to host new project development efforts. All projects are staffed by the Edelen Renewables team and our partners. ER and SIS have a management agreement in place, and Edelen Strategic Ventures LLC (dba Edelen Renewables) holds the majority ownership of Social Impact Solar LLC. The remainder of the SIS LLC investors have no voting rights or decision-making authority; they only have an economic interest. This application by **Edelen Renewables and Social Impact Solar LLC (“ER/SIS”)** is submitted under the authority of the described management structure.

Edelen Renewables/Social Impact Solar LLC (ER/SIS) is the only solar development firm in America with a sole focus on socially impactful projects that provide the triple-bottom line return of meeting the climate challenge, driving economic transition in forgotten communities, and creating legacy impact for offtakers and communities alike.

Spanning Appalachia to Nations, Tribes, and Pueblos, ER/SIS is bringing the promise of renewable energy to the forgotten places, where coalminers and oil and gas workers powered the industrial development of America for a century. Squaring that deal – putting displaced energy workers back to work in a new, greener economy – is our passion. And our business. Our growing portfolio prioritizes brownfield redevelopment to target energy facility development on areas previously disturbed and to create new value from often stranded assets.

From land acquisition, facilitating public engagement and incentives, and shepherding projects through regulatory processes, to securing corporate offtake agreements (e.g., virtual power purchase agreements), we utilize a “boots-on-the-ground” approach to produce results for communities across America.

Key Staff

Adam Edelen, Founder and CEO of Edelen Renewables – and Manager of Social Impact Solar LLC – is a proven leader in public service and renewable energy. At Edelen Renewables, he pioneers renewable energy projects that create economic opportunity

in energy communities. A former Kentucky elected official, he's known for bipartisan, results-driven leadership and a commitment to social impact.

David Absher, Chief Development Officer at Edelen Renewables, brings decades of leadership in sustainability and innovation from his career at Toyota. A native of Eastern Kentucky, he led major environmental initiatives, including Toyota's Environmental Challenge 2050. He also led the renewable energy programs for Toyota Motor North America. At Edelen Renewables, he oversees Design Solutions, helping partners meet energy and economic goals through community-focused renewable energy strategies.

Amy Samples, Chief Operating Officer of Edelen Renewables, has two decades of experience in organizational management. She first joined Edelen Renewables in 2023 as Chief of Staff, and she continues to support the team to advance the social impact mission.

Tim Hennessy, Chief Engineer, has a diverse background as a senior executive and leader of technology and energy service companies. He is both a technical expert and solutions innovator, pioneering advanced energy solutions and products for multinational corporations and early-stage companies.

Lee Ullman, Director of Structured Finance at Edelen Renewables, is an experienced attorney and entrepreneur with a background in real estate and renewable energy. Since 2009, he has led over 40 energy partnerships and structured more than \$1 billion in projects across solar, natural gas, carbon sequestration, and EV infrastructure.

Brad Clark, Vice President of Social Impact, is a twenty-year educator, workforce development, and economic development leader. Brad has demonstrated expertise in designing and implementing multi-stakeholder community engagement models that increase local employment and workforce outcomes, develop community benefit programs, and maximize economic and social impact at the local level.

Haley Pike Solar Project Core Team

Edelen Renewables/Social Impact Solar LLC (ER/SIS) proposes to deliver the **Haley Pike Solar Project (HPSP)** as a **67.4 MW DC renewable energy facility** at the city LFUCG-owned landfill. Design and delivery of the renewable energy generation system and the day-to-day project management will be overseen by David Absher, Chief Development Officer with design guidance by Tim Hennessy, Chief Engineer. Adam Edelen, Chief Executive Officer, and Amy Samples, Chief Operating Officer, will track and manage overall project progress and collaboration with Lexington-Fayette Urban County Government (LFUCG). Brad Clark, Vice President of Social Impact will be the

liaison for social programs. Lee Ullman, Director of Structured Finance will oversee the establishment of bonds and project finance.

Through a competitive request for proposals, an engineering, procurement, and construction (EPC) firm will be selected to deliver the project. The EPC's assigned Project Manager will be a critical member of the core team. A short-list of competitive and regional EPC firms is in place and the RFP will be circulated for open review. A representative from Lexington-Fayette Urban County Government (LFUCG) will be invited to participate regularly in project meetings. Representatives from regulatory agencies with jurisdiction over the landfill property and its use will be engaged, as per the plans outlined below. This will include the Kentucky Energy and Environmental Cabinet (KEEC), Kentucky Division of Waste Management (KDWM), LFUCG Environmental Quality & Public Works (EQPW), LFUCG Planning Commission, LFUCG Division of Environmental Services. ER/SIS will also present the HPSP to the Kentucky Public Service Commission (PSC) and Kentucky Siting Board for review and approval.

Experience with Similar Projects

Social Impact Solar LLC, a platform entity of Edelen Strategic Ventures LLC (dba Edelen Renewables), has completed or is developing the following selected projects:

- Martin County Solar Project is located on a 2,541-acre site in Martin County, Kentucky. In Phase 1 solar installation being constructed on the former Martiki Coal Mine site near the border of West Virginia and Kentucky.
 - Capacity: Phase 1: 200 MW_{AC} (additional phase in consideration)
 - Type: Brownfield, coal-to-solar
 - ER Role: Origination, Developer Services (support for permitting, negotiation of Industrial Revenue Bond, local engagement, etc.)
Development partner: Savion
 - Regulatory Landscape: Hearings with Kentucky Public Service Commission, State Siting Board, collaboration with KY Division of Mine Reclamation and Enforcement, KY Economic Development Finance Authority
 - Commercial Operation Date: December 2024 (Phase 1)
- Starfire Solar Project (Perry, Knott, Breathitt Counties, Kentucky)
 - Capacity: 200-400 MW_{AC} (Phase 1-2; Phases 3-4 proposed for a total of 800 MW)
 - Type: Brownfield, coal-to-solar

- ER Role: Origination, Developer Services (support for permitting, negotiation of Industrial Revenue Bond, local engagement, etc.)
Development partner: BrightNight
 - Regulatory Landscape: Hearings with Kentucky Public Service Commission, State Siting Board, collaboration with KY Division of Mine Reclamation and Enforcement, KY Economic Development Finance Authority
 - Commercial Operation Date: TBD, start of construction by June 30, 2026. COD by Q4 2030
- Bright Mountain Solar Project (Perry County, KY)
 - Capacity: 80 MW_{AC}
 - Type: Brownfield, coal-to-solar
 - Regulatory Landscape:
 - ER role: Origination, Developer Services (support for permitting, negotiation of Industrial Revenue Bond, local engagement, etc.).
Development partner: Avangrid
 - Regulatory Landscape: Hearings with Kentucky Public Service Commission, State Siting Board, collaboration with KY Division of Mine Reclamation and Enforcement, KY Economic Development Finance Authority
 - Commercial Operation Date: TBD, start of construction by Q1 2026. COD by Q2 2027
- Paradise Solar Project (Muhlenberg County, KY)
 - Capacity: 80 MW_{AC}
 - Type: Brownfield, coal-to-solar
 - ER role: Origination, Developer Services (support for permitting, negotiation of Industrial Revenue Bond, local engagement, etc.), co-developer
 - Development partner: Established, not yet publicly announced
 - Regulatory Landscape: Hearings with Kentucky Public Service Commission, State Siting Board, collaboration with KY Division of Mine Reclamation and Enforcement, KY Economic Development Finance Authority
 - Commercial Operation Date: TBD, COD anticipated Q4 2027
 - Project webpage: www.paradisesolarproject.com
- ER/SIS partners with [American Farmland Trust](#) and [Reactivate](#) on the Farmers Powering Communities initiative to site community solar projects using Smart SolarSM principles
 - In New York and Illinois, three 6.25 MW solar development projects are underway, with land control and queue positions secured. Four additional

projects have lease options in negotiation. An additional 18 projects are in the queue at the vetting stage of feasibility assessment.

- [Smart SolarSM principles](#), developed by American Farmland Trust, are used to guide solar projects to meet three main, equally important goals: (1) safeguarding land well-suited for farming and ranching, (2) strengthening farm viability, and (3) accelerating solar energy development.
- Webpage: fpc.community
- Prior to joining ER, David Absher, Chief Development Officer, was with Toyota for 37 years and has oversaw the development of projects in the small to utility scale range.
 - Toyota Motor North America headquarters, Plano, TX
 - Size of project: 8.9 MW_{AC}
 - Long span mount atop parking garages. No storage. Used on site & exported through ERCOT. Time of Build: 2016
 - Toyota Motor North America, Virtual Power Purchase Agreement (VPPA) and Direct Power Purchase Agreement Projects
 - Size of Projects: 981 MW_{AC}
 - Multiple locations, including KY, WV, AL, MS, TX, MI, CA.
 - Time of Build: 2016 through 2025
- Tim Hennessy, Chief Engineer, has extensive experience developing federal government related Build America, Buy America (BABA) projects, including:
 - Project located on Arizona/New Mexico border
 - PV+BESS 543MWp and 1100MWH connected at 345kV via a ringbus configuration
 - Project build - 2005/6/7
 - Yield - 2080kWh/kWp
 - Project objective was to firm up using a 16hour strip, the PV energy at a 400MW_{AC} POI

ER/SIS will bring lessons learned and best practices from these projects forward to serve as a strong, local partner to LFUCG, exhibiting a shared premium placed on being a good business partner within our shared community.

Interconnection & Regulatory Experience

As a successful originator and development services provider, the ER/SIS core team has experience with a range of utilities and regulatory bodies, including permitting and the

negotiation of interconnection agreements. Project team has advanced renewables energy projects in the following markets:

- Louisville Gas & Electric – Kentucky Utilities (LG&E-KU)
 - Originated and advancing the Paradise Solar Project (113 MW_{DC} solar in Muhlenberg County, KY)
 - Status: interconnection agreement pending with Kentucky Utilities, full permitting process underway on reclaimed coal mine site
- Tennessee Valley Authority (TVA)
 - Developed 52 MW_{DC} solar project (David Absher)
- PJM Interconnection (PJM)
 - Originated Martin County Solar Project (250 MW_{DC} solar in Kentucky)
 - Developed Black Rock Wind (52 MW_{DC} wind in West Virginia; David Absher)
- MISO:
 - Developed Wildflower Solar (110 MW_{DC} solar in Mississippi; David Absher)
- Southern California Edison (SCE)
 - Advanced BESS project with PV in California (Tim Hennessy)
- Tucson Electric Power (TEP)
 - Advanced PV and BESS in Arizona and New Mexico (Tim Hennessy)
- Tri-State Utilities
 - Advanced Multiple PV projects in Georgia (Tim Hennessy)

Edelen Renewables and Social Impact Solar LLC (ER/SIS) are familiar with navigating the Kentucky Public Service Commission (PSC) and Kentucky Siting Board to gain required approvals for renewable energy projects. This includes establishing industrial revenue bonds and payment in lieu of tax (PILOT) mechanisms to create local economic value.

Successfully Permitted Kentucky Projects (Edelen-contracted portion):

- Martin County Solar Project. 200MW. Local government support secured. State Siting Board approved. Negotiated and executed IRB/PILOT.
- Blue Moon Solar Project. Harrison County. 125MW. Local government support secured. Planning and Zoning approved. State Siting Board Approved. Negotiated and executed IRB/PILOT.
- Bright Mountain Solar Project. Perry County. 85MW. State Siting Board approved. Negotiated and executed IRB/PILOT.
- Stonefield Solar Project. Hardin County. 100MW. Planning and Zoning approved. (Edelen not contracted at present for State Siting Board or IRB/PILOT). Project pending in litigation at present.

- Starfire Solar Project. 200-800MW. Breathitt, Knott, Perry Counties. Local government support secured. State Siting Board approval and IRB/PILOT approved.

Navigating Regulatory Processes

Additionally, the ER/SIS team has navigated the permit and evaluation processes of developing on a landfill. David Absher, Chief Development Officer, has direct experience with navigating development on landfill property, having initiated and managed a landfill gas recovery and power generation system as well as power distribution and delivery system through a 7.5 mile right of way at the Scott County Landfill in Kentucky.

Additional information on the HPSP approach to regulatory compliance is included in the Interconnection and Environmental Compliance sections below.

2. Project Configuration and Technical Details

Photovoltaic Array

ER/SIS proposes a **67.4 MW DC** project installed at the site as indicated in the basic proposed layout shown. The layout may change as the project progresses and changes are made to the final design

The indicative project design is contingent upon final capacity available on the selected utility lines and systems. Any revisions to the indicative project will require remodeling of the design and financial models. The indicative design for the project is based on an effort to optimize the overall utilization of the space available, including targeting a high utilization rate of the closed cell areas.

Schematic

The Haley Pike Landfill is approximately 687 acres located primarily in Eastern Fayette County and Clark County. The landfill has two closed and capped cells (Area A closed/capped in early 1980s and Area B closed/capped in 2014) and three permitted but unused cells (Areas H, I, and J).

ER/SIS understands that several areas are not available for use and has proposed a site layout to reflect the specifications of the available area.

This project is a **reuse/repurpose project** aiming to provide maximum utilization of the capped landfill cells (Area A & Area B), and an optimized solution for the landfill areas overall. ER/SIS has proposed an indicative layout that places **34.45% of the total array on**

capped landfill Area A and Area B. This signals directly to LFUCG's request for a 25-33% utilization rate of the capped area.

Our analysis shows this utilization is the maximum capacity for the closed cell landfill footprint (Areas A & B). Further study will determine the final ratio of arrays to be placed on the capped and other areas, based on financial outcomes and evaluations that consider yield, capital cost, available tariffs, and current offtake markets available.

Any factor that changes design based on utility system capacity, KEEC/KDWM input regarding design restrictions on the landfill, or other factors as they become known, may affect final design and percentage of capped area used.

The ER/SIS proposal for the Haley Pike Solar Project will utilize Areas A, B, C, D, E, H, I, and J. No activities are planned for Area F, G, K, L, M, or N.

A series of tables and images is provided to further illustrate the HPSP commitment to clarity and compliance.

Table A: HPSP Area Breakdown table to crosswalk known areas to proposed for utilization.

Haley Pike Solar Project Area Breakdown – Annotated for Proposed HPSP Purpose				
Area	Name/Use	Approx. Acres	Note	Proposed Usage for HPSP
A	Closed Cell	53	Required to be used for PV Array Lease	Area A: 53 of 53 used for solar
B	Closed Cell	105	Required to be used for PV Array Lease	Area B: 70 of 105 used for solar
C	Unused	39	Available for PV Array Lease	Area C: 39 of 39 used for solar and array substation
D	Leased - Model Airplane Club*	68	Available for PV Array Lease *LFUCG will be expanding operations in area L. This will reduce the available acreage in area D by 5 -10 acres	Area D: 58 of 68 used for solar (utilization acknowledges reduced availability)
E	Unused	6	Available for PV Array Lease	Area E: 6 of 6 acres used for solar
F	Unused*	15	*LFUCG will be expanding operations that will most likely incorporate this area.	Area F: 0 of 15 acres used for solar to allow for LFUCG future use
G	LFUCG Spray field	59	This area is currently used for LFUCG spray fields. Only available for PV if the cost to relocate those operations is borne solely by the Developer.	Area G: 0 of 59 acres used for solar
H	Permitted unused cell	20	Available for PV Array Lease	Area H: 20 of 20 acres used for solar
I	Permitted unused cell	69	Available for PV Array Lease	Area I: 69 of 69 acres used for solar
J	Permitted unused cell	42	Available for PV Array Lease	Area J: 42 of 42 acres used for solar
K	Wetland/Leachate System	20	LFUCG Operations - Not available for Lease	Area K: 0 of 20 acres used for solar
L	Scale House - LFUCG Operations	11	LFUCG Operations - Not available for Lease	Area L: 0 of 11 acres used for solar
M	Leased - Creech	32	Leased - Not available for Lease	Area M: 0 of 32 acres used for solar
N	LFUCG Mulch - Contractor operated	26	LFUCG Operations - Not available for Lease	Area N: 0 of 6 acres used for solar
O	Right of Way	21.5	Proposed ER/SIS-negotiated Right of Way (ROW #1: 20 acres, ROW #2: 1.5 acres)	Area O 21.5 acres used for ROW

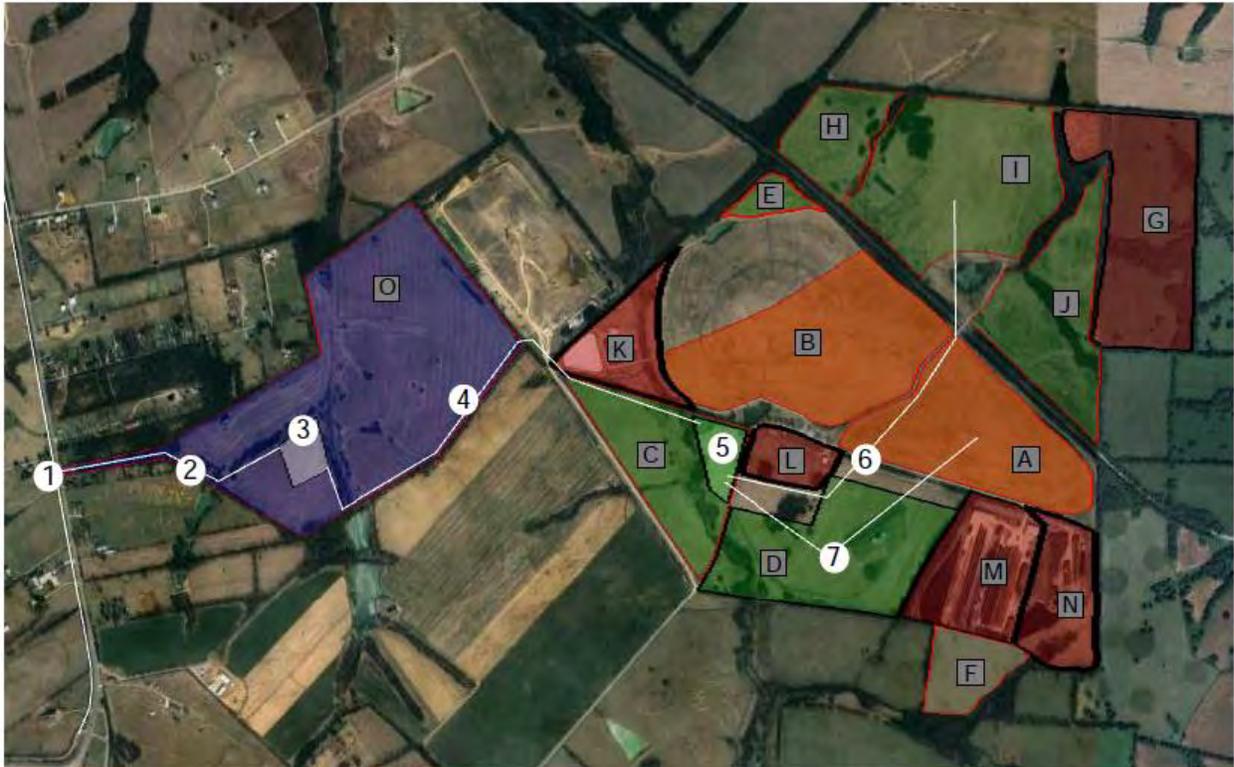
Table B: Utilization Rate for Landfill Cap Areas A and B, yielding an overall 34.45% utilization rate for reuse of the capped landfill. (Calculation: 53+70/357)

Haley Pike Solar Project Land Usage Calculations

	Size Acres	Avail. For solar	Used for Solar	Color Coding per LFUCG
Area A	53	53	53	50% usable for PV
Area B	105	105	70	
Area C	39	39	39	90% usable for PV
Area D	68	58	58	
Area E	6	6	6	
Area F	15	0	0	
Area G	59			Not usable for PV
Area H	20	20	20	
Area I	69	69	69	
Area J	42	42	42	
Area K	20			Not usable for PV
Area L	11			Not usable for PV
Area M	32			Not usable for PV
Area N	26			Not usable for PV
	565	392	357	

% of A+B / overall solar	27.96%	40.31%	34.45%
--------------------------	--------	--------	--------

Image 1: Schematic of land use for HPSP, with notation of known areas.

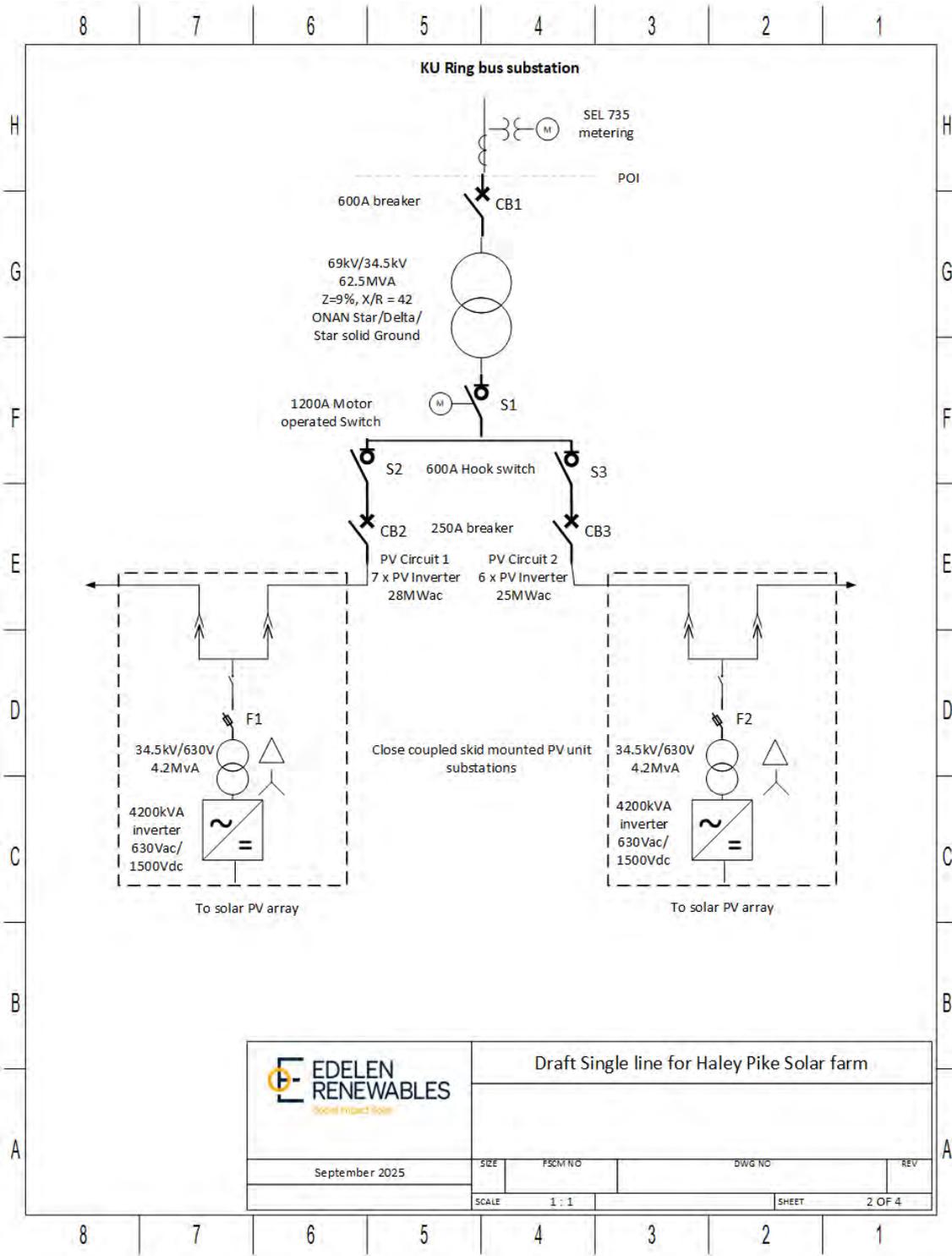


MAP KEY		
Marker	Component Type	Color Shading Code
1	Point of Interconnection (69kV line)	Purple: ER/SIS negotiated Right of Way Green: LFUCG designated 90% usable land for PV Orange: LFUCG designated 50% usable land for PV Red: LFUCG designated 0% usable land for PV No Color: where segments in project area are not shaded, no activities are planned to allow for LFUCG future use
2	Feeder to Switchyard	
3	Switchyard	
4	Feeder to Array Substation	
5	Array Substation	
6	Collection Feeder 1 to Arrays	
7	Collection Feeder 2 to Arrays	

Image 2: Photovoltaic panel layout developed in PVSyst. Layout includes both fixed tilt (shaded in black) and single axis tracker panel sections (shaded in red).



Image 3: Single Line diagram (SLD) of the engineering specifications for the system connection.



Right of Way

As developer, ER/SIS will acquire the easements and right-of-way (ROW) allowances required for the project. This includes a railway and land crossing for utility access:

- **Railway crossing:** A connector line will need to cross the CSX/RJ Corman rail line and ROW that bisects the landfill property. The project design accounts for the need to cross over the railway with necessary clearance. The agreement for the crossing will be made in negotiation with CSX/RJ Corman; ER/SIS welcomes LFUCG engagement with this process.

Image 4: Aerial image of the railroad crossing where wires already cross the railway. Intention is to cross HPSP lines at this crossing, respecting the existing right of way.



- **Right of Way to Utility Access:** Negotiations with a commercial landowner are underway to secure a right of way for interconnection. The approach will ensure connection to the utility line.

Image 5: Right of Way to utility point of connection line (shaded in yellow); the box outline represents the Switchyard to be constructed (i.e., marker #3 depicted in Image 1).



Equipment and Design

The following general materials will be supplied to the project site for construction:

- Miscellaneous steel
- Support steel posts
- Components (nuts, bolts, clamps, etc.)
- PV modules
- Fixed tilt, trackers and racking equipment and components (See Appendices A, B, and C for specifications)
- DC cabling and combiner boxes
- DC junction boxes
- AC cabling
- Power centers, including inverters (See Appendix D for inverter specifications)

- Electrical switchgear
- Transformers
- Remotely accessible data acquisition system
- All materials related to drainage required by the civil engineering plan
- All electrical conduit and junction boxes
- Concrete equipment pads
- Communications structure or fiber runs

Racking Systems

Our plan will be engineered in coordination with the Kentucky Division of Waste Management (KWWM) and other agencies to not inhibit the current function of the landfill. Any racking systems and or other development that require ground penetration will be carefully designed and coordinated to avoid sensitive areas.

- Borrow Areas/Permitted Future Landfill/Vacant Land: The non-capped areas will use **single axis tracker panels** and a **traditional solar tracking system** designed to maximize yield. A single axis tracking system is a tracking system for solar panels where the pivot of the photovoltaic support structure is installed parallel to the surface. Environmental testing will be conducted to determine the best method to support the trackers (piles or screws, etc.). For more information on the tracking system, refer to Appendix A.
- Closed Cell/Capped Areas:
 - The capped areas will utilize **fixed tilt panels** with a **ballasted racking system** designed to avoid surface penetration; this is the accepted method for landfill solar design. For more information on ballasted racking, refer to Appendix B and C.
 - The system on the capped areas will utilize above-ground cabling systems that do not require ground penetration. Multiple manufacturer systems will be analyzed for incorporation into the design.

Landfill Cap & Transportation Plan

To preserve the integrity of the landfill cap, Areas A and B will use ballasted supports for the solar structures, which are non-penetrating. Fixed tilt ballasted racking will be utilized for all capped areas. Appendices B and C provide proven examples of equipment for fixed tilt ballasted racking. Cabling to connect the arrays will be laid in above-ground cable trays/conduits to link to combiner boxes and central inverters which will be mounted atop the capped areas. This approach preserves the capped area landfill seals.

To limit uncontrolled access, the total area on which the solar modules are installed will be fenced. Any fencing near the closed cell areas will be held to the perimeter (i.e., bottom of grade to skirt the base to avoid puncturing the membrane). Detailed designs will consider the access, spacing, water management/drainage and performance (e.g., north facing slopes to be avoided).

Construction practices for the capped areas will require a specific method. Capped areas will require preassembly of racking and long boom crane placement on or close to locations with onsite assembly at the capped area. Maximum load bearing studies will determine what vehicles can be used onsite and ballasted foundations will be placed and poured onsite using primarily manual or small load means.

Moving some devices, panels, etc., will be necessary and our EPC will utilize light equipment to ensure there is no damage to the capped landfill areas or methane vents. For example, installers may utilize small trailers with a 1,000-pound limit towed by offroad ATV vehicles both equipped with floatation tires. Refer to Appendix E for sample images protective measures for placing and moving equipment on landfill cap.

Storm Water Management & Erosion Control

As referenced in the Water Quality Management Fee section in the Finance section, below, ER/SIS will comply with the Water Quality Management Fees ordinance ([Article 16](#)), including adhering to the LFUCG finding that the fee is applicable. Per the Haley Pike Landfill Potential Reuse for Utility Scale Solar Report's noted concern for potential stormwater impact to the site, stormwater management and monitoring through and following the installation of PV panels will be a focus.

The project design will account for stormwater management to ensure adequate surface water runoff management and that established features within the water quality management area, including Wetland Treatment System, are maintained appropriately.

Erosion Control

Erosion control at the panel drip line will be evaluated. Vegetation and drainage systems, with consideration of retaining integrity of the cap membrane will be introduced. Strategies may also include using non-vegetative controls like gravel, erosion blankets, or specialized ground covers beneath the drip lines. This control plan will be determined in the final design phase.

Vegetation Management

The HPSP will focus on low growth vegetation to complement the solar array functionality. Vegetation and habitat considerations will also be informed by agrivoltaics opportunities further described in Section 5 of this proposal.

ER/SIS will conduct an assessment of current vegetation in place to determine if onsite plants qualify as low growth. Site visits appear to indicate the current vegetation is low growth and typical vegetation management is sufficient for the site. If adequate, the current low growth vegetation will be left in place in order to reduce ground disturbance. If the vegetation currently in place is adequate, ER/SIS will request the details of the current vegetation management plan in place with LFUCG and will adopt the plan currently approved and in place for vegetation management, and to be confirmed confirm with other authorities having jurisdiction (AHJs).

For the **Borrow Areas/Permitted Future Landfill/Vacant Land** areas of the site, where suitable low growth vegetation is not present, or the current vegetation is not adequate, native plants, pollinators, and potentially grasses suitable for grazing will be utilized. These sections will facilitate revegetation to complement solar array productivity and may further Comprehensive Plan goals and outcomes (e.g., Theme B: to protect, conserve, and restore landscapes and natural resources).

The **Closed Cell** areas of the landfill will not be replanted unless the vegetation declines due to weather conditions or other factors that may cause a decline in the health and cover of the current vegetation in place. The developer aims to avoid disturbances to the capped areas, including the slopes.

Methane & Leachate Management

The methane vents at the landfill are subject to quarterly monitoring. For example, in Area B, there are 97 methane vents onsite (located approximately every 100' in an offset triangular pattern). HPSP will be designed and constructed to not impact the existing landfill gas collections system. Construction phase will account for navigating around and securing all vents, including safety protocols.

The wetland leachate system (Area K) nor spray field (Area G) will be developed for solar. Monitoring already required and in place will track any impacts which will be addressed and mitigated.

Site Access Control

ER/SIS understand that LFUCG and multiple contract operators will continue to have active operations at the HPLF facility. Any project fencing or other infrastructure installations will be designed to allow for routine access for landfill permit compliance activities.

- Fencing:
 - Additional fencing will be added to limit access to the PV areas
 - All fencing plans will be proposed to LFUCG and will be designed to provide ongoing site access for LFUCG for all required testing and activities.
 - Agrivoltaics/grazing fencing and gating will be considered.
 - Per National Electric Code (NEC) requirements, fencing standard for solar arrays and will be installed (i.e., six-foot chain link with three strings of wire at the top)
- ROW setbacks:
 - As shown in Image 4 (above), the tree line generally marks the railroad ROW and will be left intact.
 - Required railway setback areas are accounted for in the HPSP layout.
- ER/SIS will work with the LFUCG to secure site control at HPLF:
 - The mechanism may entail a written contract or land lease, as negotiated with the City.
 - A special purpose entity (SPE) will be established to hold ownership of the project (i.e., the infrastructure which sits atop the LFUCG-owned land).

Public Service Commission Approval and Interconnection

The developer's intention is to submit the Haley Pike Solar Project for review with the utility as either a Large Qualified Facility or a wholesale power market participant. Determination will be made upon utility system capacity available and market availability for each potential option. The interconnection process will include several key phases:

- Formal Generator Interconnection (GI) analysis by utility,
- Application to Federal Energy Regulatory Commission (FERC) for Large Qualified Facility status – FERC 556 application, if necessary, and
- Transmission Service Request (TSR) application or similar as required by utility.

The project will follow KY Public Service Commission (KPSC) processes to engage the Kentucky Siting Board and the requirements broadly defined in KRS 728 and specific requirements detailed in “Electric Generation and Transmission Siting.”

Utility and permitting approvals

- **Certificate of Public Convenience and Necessity (CPCN):** ER/SIS will file for a Certificate of Public Convenience and Necessity (CPCN) with the Kentucky Public Service Commission (PSC). The PSC is responsible for approving the construction and operation of major new energy infrastructure.
- **Site Compatibility Certificate:** ER/SIS will determine if a Site Compatibility Certificate is necessary before we approach the PSC.
- **Interconnection agreements:** ER/SIS will work with the local utility to establish an interconnection agreement for connecting the solar facility to the power grid. The firm has experience and existing relationships with the utilities in question and with the interconnection process, as summarized in Section 1 of this proposal.
- **Local ordinances and zoning:** ER/SIS will ensure that the project complies with applicable county or city-adopted solar ordinances. The project will need to be approved by the local planning and zoning commission.
 - The landfill property will need to be rezoned for use other than landfill, per the feasibility report’s PV evaluation, solar farms would be permitted. ER/SIS will partner with LFUCG to navigate this process.
 - Fayette County is currently reviewing zoning rules via a Zoning Ordinance Text Amendment (ZOTA) to regulate solar energy systems. The current proposal prohibits large-scale, ground-mounted solar farms (i.e., over 5 acres) Agricultural-Rural zones. Although the Planning Commission has approved language banning industrial-scale solar in agricultural zones, the full ordinance has not yet been finalized, and ongoing workgroup discussions are in process to refine the terms (e.g., limits, vegetative cover, land management plans). As the HPSP is a **reuse/repurpose project on a brownfield**, it is the developer’s view that this potential restriction will not apply.

Post-Construction Monitoring & Safety Measures

The firm and engaged contractors will establish standards and expectations regarding workplace injuries and incidents. ER/SIS considers only one standard to be acceptable:

zero injuries in all facets of our business and the firm requires the same from subcontractors.

The Safety Management System provides the tools to integrate safety into work planning and execution throughout the organization and on all projects, the system entails:

- A Safety Policy that establishes vision and values,
- Safety Principles that guide decisions, planning and work performance,
- Safety Standards that are set forth in the Health & Safety manuals for operations, construction, maintenance and offices, and
- Safety Plans and Procedures that include site-specific safety plans, safety improvement plans for all plants and projects, and manuals tailored to site-specific safety programs.

ER/SIS follows a cycle of continuous improvement through planning, implementation, performance, measurement, assessment and improvement.

Based on established processes and procedures, ER/SIS fosters a safe working environment through training, communication and quality execution. The firm works closely with customers/clients to solicit feedback and has/will integrate “lessons learned” into all projects and safety programs.

ER/SIS will select an EPC firm that will issue a safety control plan for the construction work at the site. ER/SIS and our partners will assume responsibility for contractors and will supply LFUCG with the safety plan.

System Design Considerations for Arc Hazard Control & Ongoing Safety

All electrical engineering design shall meet applicable codes and standards and the requirements of the interconnecting utility. Specific considerations:

- The engineering and design include the appropriate sizing and cabling (above and below ground) that will connect all applicable equipment to the point of interconnection.
- The Plant electrical system shall be designed for electrical system losses on the DC wiring system to be no more than 2 percent and losses on the AC wiring system no more than 2 percent.
- All DC disconnects at the inverter(s) and combiner boxes shall include a visible gap when in the open position.
- All protection equipment used throughout the system shall be sized and specified to reduce damage to all components to the utility interconnection point in the event of electrical failure.

- The electrical design shall include the design of equipment grounding and lightning and surge protection for the entire Plant Site.
- A comprehensive surge protection system and a lightning risk assessment will be provided.
- The results of the lightning risk assessment will be the basis for determining the extent of the lightning protection system (LPS) that is required.
- An arc flash study shall be performed per IEEE 1584.
- All communications hardware and software required for system protection and remote monitoring and control will be specified to consider remote access and monitoring.
- All monitoring and communication supplemental equipment and cabling shall be designed and specified.

The developer will work with the landowner (LFUCG) and contracted EPC to confirm details of construction materials and safety requirements.

Response to Electrical Hazards

All types of fault monitoring are typical for a PV system of the scale proposed. The operations and maintenance entity contracted by ER/SIS for the HPSP will conduct live and automated monitoring. Specific measures include:

- O&M entity will oversee emergency response plan and will provide a copy of the plan to LFUCG, with notification to Fire Marshall.
- Reporting of arc faults, electrical interruptions, or departure from standard operating range values will be constantly monitored via Self Contained Automated Data Acquisition and Reporting systems that are typical of PV systems. A remote notification system will notify operations managers of any non-normal events or departures from normal operations.
- System design will adhere to industry standards throughout design and operations and training shall be required for operations to meet all codes and standards.

Protection Design Methods

In accordance with professional practice, adherence to regulations and codes, the electrical system and equipment design and selection consider the likelihood of unforeseen events causing damage or injury. In solar plants Arc Faults warrant specific consideration. An arc flash study shall be performed per IEEE 1584.

Additionally, the following seven (7) protection design methods greatly mitigate such events occurring:

1. Zone selective interlocking (ZSI)
2. Differential relaying
3. Energy-reducing maintenance switching with a local-status indicator
4. Energy-reducing active arc flash mitigation system
5. An instantaneous trip setting. Temporary adjustment of the instantaneous trip setting to achieve arc energy reduction is not permitted.
6. An instantaneous override
7. An approved equivalent means with the local authority having jurisdiction (AHJ)

NFPA 70E ARC Flash Training

All site operators and HPSP staff shall have been trained in accordance with NFPA 70E ARC FLASH requirements along with electrical equipment service, emergency response and treatment, CPR, Contact release, tools and equipment including PPE. Safe working conditions and practice, tagging and lockout procedures form a critical part to the safe site operations. Training references:

- OSHA 29 CFR 1910 – General Industry
 - 29 CFR 1910.269 Subpart R – Special Industries
 - 29 CFR 1910.269 Subpart S – Electrical, General Industry
- OSHA 29 CFR 1926 – Construction Industry
 - 29 CFR 1926 Subpart V – Electric Power Transmission and Distribution, Construction
- ANSI Z535 – Series of Standards for Safety Signs and Tags

Project Timeline

Table C: Haley Pike Solar Project Development Timeline

Action	Estimated Timing
Public announcement of intent and filing of public-private unsolicited proposal to LFUCG	July 2025
Public review and comment period	September 2025
LFUCG Notification to ER/SIS	Below dates assume notification in September 2025
<ul style="list-style-type: none"> • Contract signed (ER/SIS-LFUCG) • Finalize project development timeline • Capacity and process discussion with Utility • Secure right of way with landowner & railway 	Project Month 1: October 2025

	(i.e., Proposal Acceptance Date + 1 Month)
<ul style="list-style-type: none"> • Utility capacity analysis • Prep for Generation Interconnection (GI) and Transmission Service Request (TSR) & Qualified Facility application w/ FERC (if applicable) • Additional economic analysis based on any feedback from LFUCG that impacts design/economics • Preliminary construction plans 	Project Month 2: November 2025
<ul style="list-style-type: none"> • Project design completed (80%) • Confirm permit requirements: <ul style="list-style-type: none"> ○ Secure opinion from the KDWM on use modification. If required, submit “Application for a Major Modification” ○ KPDES Permit review to confirm no impact to WTS • Safe Harbor plan <ul style="list-style-type: none"> ○ Prep material order sequence ○ Ordering material and active preliminary construction work • Confirm state requirements – KPSC, siting, etc. 	Project Month 4: January 2026 <i>GO/NO GO DECISION PERIOD</i>
<ul style="list-style-type: none"> • Continue permit sequence • Confirmation of design plans with LFUCG • Initiate Civil Work – fencing, lighting, etc. 	Project Month 5: February 2026
<ul style="list-style-type: none"> • Construction final planning & kick-off • Interconnection Agreement with Utility 	Project Month 8: May 2026 (construction term estimated at 18 mos.)
<ul style="list-style-type: none"> • Project substantially completed (90%) • Interconnection completed • Final inspections completed • Permission to operate (PTO) granted 	Project Month 26: November 2027
<ul style="list-style-type: none"> • Commercial Operation Dated (COD), anticipated • Punch list corrections 	Project Month 27: December 2027
<ul style="list-style-type: none"> • Operations & Maintenance begins at COD • Initial Term begins (21 years, begins at COD) 	Ongoing from Project Month 28: January 2028 through January 2049
<ul style="list-style-type: none"> • Subsequent Terms, optional: Up to two (2) 7-year extensions (35-year total lease period). Subsequent 21-35 years. 	2049-2063

Investment Tax Credit Timelines

The proposed project development timeline incorporates milestones that are necessary to meet current guidelines to achieve Investment Tax Credit (ITC) Safe Harbor as of September 2025. Safe Harbor requirements are for continuous construction beginning July 2026 or full project completion by December 31, 2027. To preserve options, the project timeline accounts for either of these tracks to qualify for full ITC.

Operations and Maintenance Plan

Ongoing operations and maintenance (O&M) will be provided by contractors engaged by ER/SIS. The broad items for O&M are listed below. This is not comprehensive but covers major items and is based on both National Renewable Energy Laboratory (NREL) benchmarks and agreed upon industry standards.

Local contractors will be engaged to perform vegetation maintenance on the property on an ongoing basis. Every effort will be put forth to identify, engage, and select local subcontractors that employ local workers on the operation, maintenance, security, and land management of the HPSP.

It is understood that the required Performance Bond will be established to ensure operations and maintenance are being conducted at a high standard which will ensure that the project will be capable of producing the energy output expected. Developers will commit to an industry-standard operations and maintenance plan for the HPSP that is designed for a P50 median yield over the period of the contract; further detail can be provided in a PVSyst report.

Table D: Operations and Maintenance Table (activities, frequency)

	Activity	Frequency
1	PV modules cleaning	Biannually
2	PV Inverter testing, protection, fuses, capacitors control	Annually
3	Tracker motors and control testing	Annually
4	DC cable checks sample tests (Pass through string samples)	Annually
5	Grounding inspections and tests	Annually
6	I-V curve tracing per Inverter	Annually
7	Protection (transfer/trip) / High POT – MV (per utility req.)	Every 3 years
8	Plant visual inspections/=hot spot	Biannually
10	Control system / testing, communications/weather stations	Every 3 years

11	Metering	Every 2 years
12	General PV plant: fencing/vegetation clearance, maintenance	Biannually
13	Reporting	Quarterly
14	Compliance/training/updates/ Health and safety	Annually

Decommissioning Plan & Bond

A formal decommissioning plan will be incorporated into the final LFUCG lease documents. The generation system will be decommissioned and dismantled following the end of the lease period, or the end of its useful life.

General decommissioning considerations:

- The KY Division of Waste Management (KDWM) requires a plan for the proper management and disposal of solar panels at the end of their lifecycle. The HPSP decommissioning plan will address this, and all relevant issues related to the end of service life of the solar array and related equipment.
- Unless otherwise requested by the LFUCG, the decommissioning plan shall, at a minimum, include plans to: remove all above ground facilities; remove any underground components and foundations of above-ground facilities to a depth of three (3) feet below the surface grade of the land in or on which the component was installed; return the land to a substantially similar state as it was prior to the commencement of construction; leave any interconnection or other facilities in place for future use at the completion of the decommissioning process.
- There are no exemptions to the removal of infrastructure added.

A **decommissioning bond** will be secured at a value equal to **\$0.045 per watt of installed watts DC**. The current modeled design is 67,460,000 watts DC (67.46MW_{DC}). If this design were to be the final design, the accompanying bond would equal 67,460,000 W_{DC} X \$.045/w = **\$3,035,700**.

3. Financial Summary

The estimated cost of the Haley Pike Landfill Solar Project is expected to fall within the general costs for this region of the United States. ER/SIS will source a real asset, climate-technology-focused infrastructure financier to support the project. ER/SIS and our development partners will develop a special purpose entity (SPE), to manage project

development. The entity will likely be incorporated as a limited liability corporation (LLC) to manage project administration as the partner entity to collaborate with LFUCG.

Developer Financial Model Description

The financial model used to qualify the project incorporates a detailed financial projection of the production, expected capital costs, revenues, expenses, and tax implications to assess the financial feasibility of the project. The model accurately projects the capital costs of the project on a monthly basis through predevelopment, construction, and post-construction. The combination of the revenues, expenses, and tax benefits are used to ensure that these capital costs can be paid for with industry-standard returns.

Production Calculation

The entire project is accurately modeled in PVSyst, an industry standard design and production calculation software. Given the layout and location of a given project, PVSyst projects the expected solar production over all **8,760 operating hours in a year**. This projection is then inputted into the model along with industry-standard degradation assumptions to yield the expected solar production for every month over the lifespan of the project.

Capital Costs

The model incorporates assumptions for costs to developer as:

- Predevelopment costs such as permitting, engineering, and equipment deposits,
- Construction costs such as the equipment (modules, racking, inverters, transformer/switchgear), interconnection costs, land costs, and any other project-specific costs which are expected, and
- Post-Construction costs such as the payment of fees, legal costs, performance bond, and decommissioning bond.

All these costs are paid on a monthly schedule which allows the model to calculate both the expected construction interest costs and the financial return which the project is expected to provide.

Revenues

This project assumes revenues to the developer from two sources: power sales under the tariff and the sale of Renewable Energy Credits (RECs).

Expenses

The developer's expenses include payment in lieu of taxes (PILOT) for the property tax,

insurance, operations and maintenance cost, lease expenses, and the funding of accounts to pay for the eventual replacement of the inverters in year 15, and for the provision of miscellaneous spares and parts through the lifecycle of the project.

This project will qualify for Investment Tax Credits (ITC), and the ITC plays an integral role in the financials of the project.

Project Cost Overview

The total project capital cost is estimated to be \$88,483,800 which includes the performance and decommissioning bonds as well as reserves for inverter replacement and spares. Renewable energy certificates (RECs) will be retained by the project company and monetized, as required for the project to achieve the desired returns. (Note: LFUCG may purchase RECs, as an option.)

Table E: Estimated Haley Pike Solar Project Costs by Category

Category	Gross Cost	Cost per Watt dc	Fraction of Total
Land Fees	\$197,601	\$0.003	0.22%
Permits	\$819,293	\$0.012	0.93%
Interconnection	\$7,643,016	\$0.113	8.64%
Engineering	\$1,272,999	\$0.019	1.44%
Construction	\$63,322,537	\$0.939	71.56%
Financing	\$10,275,909	\$0.152	11.61%
Fees	\$1,348,620	\$0.020	1.52%
Misc	\$3,603,824	\$0.053	4.07%
Total	\$88,483,800	\$1.312	100.00%

Revenue to LFUCG

Over the initial project period of 21 years (2028-2049), significant revenue will accrue to Lexington Fayette Urban County Government:

- **Estimated Revenue to LFUCG: \$2,261,944 over the initial 21-year project period**
- Delivered as an estimated **\$107,712 annually** for 21 years via a land lease payment, Water Quality Management Fee, and Payment In Lieu of Taxes (PILOT).

The overall per acre payment paid to LFUCG is proposed as **\$301/acre**. ER/SIS is open to negotiation with LFUCG to settle on a mutually agreeable rate and breakdown. This could

include some balancing between three revenue streams envisioned (Water Quality Management Fee, PILOT, and Lease Rate) to deliver equivalent value to LFUCG of approximately \$301/acre.

Table F: Summary of Revenue Sources for LFUCG via the HPSP proposal

Revenue Type	# of Acres Leased	Revenue per Acre	Revenue per Month	Total Revenue Annually
Water Quality Management Fee	357	\$122.18	\$3,635	\$43,617
PILOT (\$500 per MW @ 67.5)	n/a	\$94.54	\$2,813	\$33,750
Lease rate per acre (\$85/acre)	357	\$85.00	\$2,529	\$30,435
TOTAL =		\$301.71	\$8,976	\$107,712

ER/SIS anticipates requiring **357 acres** for the HPSP. Three revenue streams to LFUCG are envisioned, as follows:

Land Lease Revenue

- Land Lease Payment: **\$30,345 annually** over 21-year project period
 - Whereas the feasibility report suggests a \$500-800 lease rate, an alternate lease rate is suggested based on review of equivalent land values.
 - Proposed rate: \$85/acre per year for 357 acres.
 - Sources to corroborate proposed lease rate:
 - \$25/acre on unimproved ground. Source: University of Kentucky, ANR Agent Land Value and Cash Rent Survey AEC 2018-90. Available: <https://agecon.ca.uky.edu/files/kycashrentnew.pdf>
 - \$25.5/acre for pastureland. Source: US Department of Agriculture, Land Value and Tenure 2024. Available: <https://www.ers.usda.gov/topics/farm-economy/land-use-land-value-tenure/farmland-value/>
 - Additionally, there will be an option to extend for two (2) seven-years periods for an additional 14-year revenue stream.

Payment In Lieu of Taxes (PILOT) Revenue

- PILOT: **\$33,700 annually** over 21-year project period
 - Valuation of the proposed PILOT, subject to negotiation: \$500 per MW (67.4 MW_{DC}) for 21 years.
 - The ER/SIS viewpoint on the applicability of the PILOT is that the PILOT

opportunity is applicable to the HPSP. While the leased property is not subject to taxation and therefore would not be PILOT-eligible, the solar array infrastructure atop the leased land will be owned by a for-profit special purpose entity which will be subject to taxes, making the HPSP eligible for PILOT.

- Should the PILOT not be applicable, the Lease Rate will be adjusted to deliver equivalent value to LFUCG (i.e., \$301/acre).

Water Quality Management Fee Revenue

- Water Quality Management Fee with proposed area adjustment: **\$43,617 annually** over 21-year project period.
 - Per the RFP and LFUCG Code of Ordinances Chapter 16, Art. XIV, Sec. 16-402, LFUCG finds that photovoltaic panels meet the definition of Impervious Surface and that the Water Quality Management Fee should apply.
 - To account for the fact that the solar array includes both fixed and adjustable panels (indicated as “trackers”), the impervious surface calculation requires additional consideration. The proposed single axis (adjustable) panels are equipped with automated trackers to follow the sun for maximum efficiency. These panels are also scheduled to orient perpendicular to the surface at night when no irradiance is available for capture. Therefore, the adjustable tilt of the panels and the perpendicular positioning functionally decrease the overall amount of impervious surface. Therefore, to more accurately calculate impervious surface “area adjustment percentages” were calculated and proposed to inform square footage and the Equivalent residential unit (ERU) multiplier for the \$4.32 rate.
- Water Quality Management Fee calculation with proposed area adjustment: \$122.18 average fee per acre for 357 acres.
 - Details of the calculation are included in Appendix F: Water Quality Management Fee Calculations.

Deferred Expense

- LFUCG will enjoy deferred expense from eliminated mowing and ground management expenses on the Areas that will be developed for solar.
- ER/SIS will assume costs of grounds management as part system operations & maintenance.

Extended Expenses

- As an option, LFUCG may purchase Renewable Energy Certificates (RECs) to offset the LFUCG carbon footprint. ER/SIS and LFUCG may negotiate toward such a

purchase of a subset of the RECs made available through this project. Refer to the RECs section below for more information.

- No required new expenses are expected. For example, access to the site will be via currently existing and maintained roadways.
- Costs for operations and maintenance and insurance through the initial term of the project will be maintained by ER/SIS. The only new/future expenses for LFUCG would occur if LFUCG decided to negotiate ownership of the system (to capture residual values and/or re-power the system) after the initial project term, as an alternative to decommissioning proposed.

Economic Impacts to Lexington-Fayette County

In addition to direct revenue to LFUCG, the Lexington-Fayette County community will experience indirect economic benefits related to the project.

Based on an established commitment to Social Impact SolarSM, ER/SIS will make every effort to identify, engage, and select local subcontractors and unions that employ local workers on the construction, operation, maintenance, security, and land management to support the HPSP. Additionally, a series of local job fairs will be used to recruit and hire individual local laborers and electrical workers (outside of selected subcontractors) for the construction phase of the project. Job projections are estimated at **140 to 200 jobs during the construction phase** and **5 to 10 jobs during operational phase** of the project. During the construction phase of the project, LFUCG can expect an increase in consumer spending and therefore regional gross domestic product on account of the payroll expenditures associated with the project.

The project will be designed and permitted to operate as a Large Qualifying Facility (LQF) within the Federal Energy Regulatory Commission (FERC) and Kentucky Public Service Commission (KPSC) guidelines. As such, all costs to build the project will be borne by the developer and will have **no cost increase impact on the electricity service rates**. The rates for the power are ultimately determined by the Kentucky PSC. Solar facilities have the lowest levelized cost of power of any source of generation and have demonstrated solar is competitive with all other sources of generation.

Performance Bond

ER/SIS will provide a performance bond for the project to ensure Fayette County residents' interests are being met. The performance bond ensures that the project will be completed as designed and at the anticipated cost, and that the project will be operational and

efficient through the term of the lease. The performance bond becomes active at the start of construction.

The surety value of the performance bond ensures that the project will be delivered to a high standard (e.g., that the project will be completed in a timely fashion and generally meets performance as represented). Surety ensures LFUCG will have funds in place to reconcile any deficiencies or alternative resolutions, should such action be required. The cost of procuring this bond has been included in project development, and it will be provided in addition to a decommissioning bond.

Renewable Energy Certificates

A renewable energy certificate (REC) is a market-based instrument that represents the property rights to the environmental, social, and other non-power attributes of renewable electricity generation. RECs allow businesses and individuals to support renewable energy projects and claim to use renewable electricity, even if their physical location does not have renewable generation, by "unbundling" the renewable attributes from the actual electrons. RECs are issued when one megawatt-hour (MWh) of electricity is generated and delivered to the electricity grid from a renewable energy resource. Note: one (1) MWh of generated power equals one (1) REC.

The modeled Year-1 photovoltaic system (P50 – highest probability) output based on the current indicative design is expected to be approximately 167,367 megawatt hours (MWh) per year, therefore delivering **167,367 renewable energy certificates (RECs)**.

Based on the indicative design and modeled output **project should reduce greenhouse gas emissions measured by approximately 37,193 metric ton carbon equivalent (MTCE) per year** based on most recent (2023) Environmental Protection Agency (EPA) information. The HPSP system design will include metering that fulfills the requirements of accepted renewable energy certificate (REC) reporting and compliance.

LFUCG REC Strategy

If LFUCG has interest in the purchase of RECs to advance the Imagine Lexington Comprehensive Plan's net-zero goal and to potentially create cost-savings, ER/SIS will facilitate this exploration.

REC values are determined by the market value of the RECs specific to a given project, and the scale of the project. REC values and monetization of RECS are key components of the

current financial model at the indicative system scale. Any change in design that results in a smaller scale will likely result in increased REC cost value being necessary to achieve project financial viability.

Pricing as proposed:

- The currently assigned value for the RECs created by this project is **\$5-\$7 per REC**
- If desired, LFUCG can pursue RECs through various means. For example, a compensation plan such as a reduction in lease fee or other remedies to offset the value may be negotiated. Or, direct purchase is an option.

LFUCG may negotiate to acquire/purchase RECs. LFUCG will have the opportunity to acquire the RECs at an estimated cost of \$5.00 to \$7.00 per REC, or negotiate this as a displacement of the lease fee paid by ER/SIS to LFUCG. The agreed REC acquisition rate will be informed by the city's load and appetite for RECs (or otherwise capped at the number of available credits, estimated at 167,367 RECs). ER/SIS reserves the right to market any remaining RECs, after LFUCG has confirmed load and related interest in available RECs.

ER/SIS asserts that this is competitive pricing for LFUCG to consider. The RECs made available through the HPSP may be marketed as high-quality, locally created RECs, creating an intangible value in addition to the direct transaction (e.g., messaging about local brownfield reuse, demonstration purposes, etc.).

In addition to any RECs LFUCG may obtain, ER has established relationships with a network of large-scale, industrial and big data corporate partners that have an interest in partnering to offset their carbon footprints. Remaining RECs, therefore, may be structured with an additional renewable energy credit (REC) arrangement for any selected corporate partner(s).

The local hosting utility will likely be the offtaker of the power produced by the proposed solar array. ER/SIS is open to discussing additional options to the REC, such as Sleeved Power Purchase Agreements or Green Tariffs, as applicable, at terms equal to any other entity contracting for power under like arrangements.

Lease Terms

ER/SIS proposes \$85/acre for either of two potential lease term scenarios. The decision between options will be determined in collaboration with LFUCG at the outset of the project. These options are necessary for ER/SIS to fully explore the utility market to determine financial viability at the final design scale of the project based on the capacity

and market values of the utility system(s) we may be able to access, and as agreed by ER/SIS and LFUCG.

The options are:

- Option 1: A 21-year initial term with an option to extend for 7 years at the end of year 21 and an option to extend at the end of year 28, for a total potential lease period of 35 years, or;
- Option 2: A 20-year initial term with an option to extend for 5 years at the end of year 20, an option to extend at the end of year 25, and option to extend at the end of year 30, and an option to extend at the end of year 30, for a total potential lease period of 35 years.

The above proposed lease terms are proposed to match the KY Public Service Commission (PSC) tariff terms and PPA terms.

General timeline for term Option 1, as an example:

- Construction Term: Estimated at 18 months (targeting May 2026 start)
- Initial Term: 21 Years (begins Commercial Operation Date)
- Subsequent Terms: With up to two (2) 7-year extensions (35-year total lease period)

4. Environmental Compliance Haley Pike Landfill

The HPSP design team has considered active permits and best practices for landfill redevelopment. It is understood that LFUCG will remain responsible for overall compliance at the landfill, and concurrently, the HPSP core team will be committed to the project partnership and to ensuring the project does not interfere with compliance requirements.

General measures:

- The project team will work with LFUCG to ensure the solar project does not interfere with compliance obligations, including post-closure requirements.
- LFUCG staff will be engaged in the development process to ensure that compliance is maintained.
- Developer will obtain required approvals for permit modifications or any other required regulatory approvals from Kentucky Energy and Environmental Cabinet (KEEC) and Kentucky Division of Waste Management (KDWM).

- The Developer will be responsible for costs associated with approvals or required modification, inspections, or additional compliance measures required or recommended by KEEC or KDWM for operation of the solar facility at the Haley Pike Landfill.

Haley Pike Landfill active permits in consideration:

- Kentucky Department for Environmental Protection, Division of Waste Management (Solid Waste Permit #SW03400007).
 - Relevance: Pertains to regulation of closed landfill cells (Area A and Area B), potential future landfill cells (Areas H, I, J), mulch operations and spray field (Area G).
 - Permit revision required for Area A & B, H, I, and J. No usage of Area G.
 - ER/SIS in collaboration with LFUCG will submit a written request to the Division for Waste Management (DWM) detailing the requested changes (i.e., operational adjustment to allow for solar). The KDEP will determine if the modification is major or minor. In the case of a “major modification” finding, developer will submit the "Application for a Major Modification to a Solid Waste Permit" form ([DEP7016](#)) and provide supporting documents (drawings and calculations), and \$1,000 fee. ER/SIS understands that a major modification may require public notice and fees.
- Kentucky Pollutant Discharge Elimination System (KPDES Permit #KL0092100).
 - Relevance: Ensuring wetland treatment system permit requirements are met (e.g., leachate and water sampling, monitoring discharge in relation to limits).
 - HPSP will survey the Wetland Treatment System upgrades completed in 2024 and commit resources to ensure the addition of panels does not harm the system.
 - Engage LFUCG to understand how Water Quality Management Fee is used in relation to any in situ impact.
 - Should there be an extension in the monitoring period required by the new use of the parcels adjacent to the wetland treatment system, developer will partner with LFUCG to navigate revisions and compliance.

Summary of relevant environmental and landfill regulations

- **Coordination with the Kentucky Energy and Environmental Cabinet (KEEC):** The Kentucky EEC and its Brownfield program offer a full spectrum of resources to developers to help identify barriers and ensure governmental compliance on

redevelopment projects. ER/SIS will work closely with this organization and use these resources to guide and plan an effective strategy to move this project forward.

- **Coordination with the Kentucky Division of Waste Management (KDWM):** The Kentucky EEC's Division of Waste Management (KDWM) oversees landfill closure and post-closure care. The HPSP final design will not interfere with the long-term maintenance and monitoring of the landfill's final cover, ground water monitoring systems, or gas collection systems.
- **Update the post-closure care plan:** ER/SIS will partner with LFUCG to submit a revised post-closure care plan to the KDWM for approval. This updated plan will detail how the landfill will continue to meet regulatory requirements with the new solar infrastructure in place.
- **Environmental performance standards:** The final project design will comply with state environmental performance standards for solid waste site or facility permits, which are outlined in the Kentucky Administrative Regulations (KAR), specifically 401 KAR Chapters 47 and 48.
- **Solar panel disposal plan:** The KDWM requires a plan for the proper management and disposal of solar panels at the end of their lifecycle. The HPSP decommissioning plan will address this, and all relevant issues related to the end of service life of the solar array and related equipment.

5. Social and Educational Impacts and Initiatives

Edelen Renewables/Social Impact Solar LLC was the first to employ a “Social Impact Solar” approach to ensure communities that host projects are positioned to directly benefit from positive results and legacy impact. Edelen Renewables’ Social Impact SolarSM approach to renewable energy entails a three-pillar approach to ensuring projects deliver legacy, community-scale economic and social impact with a focus on local workforce development.

Image 6: ER branding reflecting service-marked approach and longstanding commitment to Social Impact pillars.



At the Haley Pike Landfill site, the ER/SIS team imagines several opportunities for LFUCG to activate additional, achievable projects to increase positive local social impact of the project. These include but are not limited to project messaging aligned to the LFUCG comprehensive plan, framing for demonstration projects, and educational and training opportunities for local citizens.

Past Participation in Community, Social, and Educational Programs

ER/SIS has a demonstrated track record of designing community benefit programs that authentically integrate local stakeholder input, create coalitions of education, workforce, and nonprofit institutions to remove barriers to employment and create measurable improvements to economic, environmental, and social outcomes.

Coal-to-Solar Workforce Development

To support solar development in rural communities, workforce development has been a focus for the firm. For example, as development service providers for the Martin County Solar Project, ER collaborated with local partners to provide training for fifty-seven (57) workers that led to one hundred-seventy-seven (177) industry credentials earned on a utility scale solar project in the rural Appalachian county with the lowest labor force participation rate in Kentucky. These credentials included OSHA-10, HAZWOPER-40, lead/asbestos/mold mitigation, CAT simulation, first aid/CPR/AED, and Northstar digital literacy. Creating transferable skills is an investment in the local workforce that opens doors for future employment opportunities.

To reach these high output workforce impact goals, ER built coalitions with the local Economic Development District, Community and Technical College system, workforce board, regional career center, local and regional nonprofits, and individual advocates

to identify barriers to employment and engagement for local workers, design localized outreach strategies, and increase participation in job fairs.

Furthermore, the first job fair for the Martin County Solar Project had over 500 attendees when local officials anticipated 50 attendees at best. These proven methods for building coalitions and partnerships that remove barriers and increase access to training, credentials, employment, and high-quality wages can be replicated to support local hiring on the HPSP. ER will utilize contract language with the selected EPC contractors to establish preferences and metrics for local hiring to ensure the project yields local and regional investment during construction of the project and once completed, the ongoing management of the site.

Catholic Diocese of Lexington - Net Zero Advisory Board

In April 2024, Bishop John Stowe of the Catholic Diocese of Lexington announced a “net zero” initiative to make the Lexington Diocese the first in America to adopt such a commitment. The diocese has 45,000 members across 59 parishes and 50 counties that span Central and Eastern Kentucky.

The taskforce is chaired by ER Founder and CEO, Adam Edelen, who assembled leaders in sustainability from Alltech, Solar Energy Solutions, Appalachian Regional Healthcare, Lexmark, and Boxcar PR to accelerate the Dioceses' goals, timelines and outcomes so that they will not only be the first Diocese in the world to make such commitments but also the first to bring those commitments to fruition.

Comprehensive Plan & Sustainability Contributions

The Haley Road Solar Project (HPSP) will help to advance the Imagine Lexington: 2045 Comprehensive Plan. The project is fully aligned to the LFUCG objective to pursue community-wide net zero greenhouse gas emissions by 2050 (Goal 2 in the comprehensive plan). Furthermore, Lexington's Race to Net Zero plan addresses the emissions portion of Empower Lexington, the city's overall sustainability plan. As a direct advancement toward these aims, the HPSP yields projected reductions of greenhouse gas emissions measuring approximately **37,193 metric ton carbon equivalent (MTCE)** per year for the lifetime of the project.

Not only does the HPSP represent a tremendous opportunity for LFUCG to strive toward the goal of net zero greenhouse gas emissions by 2050, but the project will also support implementation of or furtherance of additional Comprehensive Plan goals:

- **Theme A: GROWING AND SUSTAINING SUCCESSFUL NEIGHBORS**

- **Goal 2:** Support infill and redevelopment throughout urban service area a strategic component of growth.
- **THEME B: PROTECTING THE ENVIRONMENT**
 - **Goal 1:** Protect water resources by improving urban stormwater and sanitary sewer infrastructure
 - **Goal 2:** Identify and mitigate local impacts of climate change by tracking and reducing Lexington-Fayette County’s carbon footprint and greenhouse gas emissions, and commit to community-wide net zero greenhouse gas emissions by the year 2050.
 - **Goal 3:** Apply environmentally sustainable practices to protect, conserve, and restore landscapes and natural resources.
- **Theme C: CREATING JOBS & PROSPERITY**
 - **Goals 1 and 2:** Support and showcase local assets to further the creation of a variety of jobs AND attract a wide array of employment opportunities that encourage an entrepreneurial spirit and enhance our ability to recruit and retain a talented, creative workforce by establishing opportunities that embrace diversity, equity, and inclusion in our community.
- **Theme E: MAINTAINING A BALANCE BETWEEN PLANNING FOR URBAN USES AND SAFEGUARDING RURAL LAND**
 - **Goals 1 and 4:** Uphold the urban service area concept AND Protect Lexington’s invaluable rural resources and inform long-range planning for housing, infrastructure, community facilities, and economic development by finalizing on the work of the sustainable growth task force and the goal 4 workgroup...for determining long term land use decisions involving the urban service boundary and rural activity centers.
- **Theme F: IMPLEMENTING THE PLAN FOR LEXINGTON FAYETTE COUNTY AND THE BLUEGRASS**
 - **Goals 1, 2, and 3:** Engage and educate the residents of Lexington Fayette County in the planning process AND implement the 2045 comprehensive plan AND increase regional planning to ensure greater collaboration and stewardship of shared resources.

HPSP Social & Educational Programs

LFUCG, ER/SIS, and local education institutions and nonprofits will have the opportunity to frame the HPSP as an initiative to foster community accountability, civic engagement, and showcase Lexington-Fayette County leadership.

The HPSP team anticipates close collaboration with the LFUCG staff responsible for Environmental Quality and Public Works, Sustainability Program, Environmental Education

Program, Comprehensive Plan tracking, and potentially the communications team to deliver and message HPSP outcomes.

The HPSP also represents key collaboration opportunities to deliver Social Impact, including developing and messaging for best practices in land use, agrivoltaics, and local hires/training.

Land Use Best Practices

The proposed project is located 11.5 miles from downtown Lexington, making the site easily accessible for demonstration purposes. If the capacity and land allow, the proposed project will be one of the largest solar arrays installed on a retired landfill in the nation. This scale provides LFUCG the opportunity to demonstrate best-in-class emerging practices for developing brownfields to meet sustainability goals, generate revenue, and offset energy costs, while positioning local elected officials and economic development staff to demonstrate national thought leadership in the ongoing conversation about land use and development as the site is an easy drive for visitors to the downtown city offices.

Initial discussions with the Fayette County Public Schools (FCPS) Office of Innovation leadership have yielded a preliminary concept to introduce a HPSP student task force to potentially guide demonstration project design (informationally) and related messaging, with guidance provided by the ER Vice President of Social Impact. This task force may be called upon to support the programs detailed below.

Additionally, early conversations with the National Association of Development Organizations (NADO) and the National Association of Counties (NACo) note that landfill-to-solar models, like the Haley Pike Solar Project, are of high interest for their members' professional learning, case studies, and conference presentations, positioning our local leaders as national experts on brownfield development, land use, sustainability, and economic development.

Agrivoltaics

Agrivoltaics is the dual use of land for solar energy generation and agriculture. Edelen Renewables is partnered with American Farmland Trust on a separate initiative, titled Farmers Powering Communities, wherein best practices and implementation of agrivoltaics are deployed using national standards agreed upon by the agricultural sector.

As examples of agrivoltaic applications, a selected area within the HPSP layout may include the introduction of native species or grazing species, or the introduction of native pollinators.

Through the conceptualized student task force, the FCPS Office of Innovation has expressed interest to ER/SIS in identifying student leaders across academic and Career

and Technical Education (CTE) pathways – pulling largely from agriculture students at the Locust Trace Agri-Science Center and electrical pathway students at the downtown Hub for Innovative Learning and Leadership – to participate in co-designing potential demonstration project logic models, strategies and outcomes that create opportunities for the next generation of community leaders here in Central Kentucky. The Bluegrass Community and Technical College (BCTC) and additional higher education partners may also be engaged, in partnership with FCPS leaders, to form a coalition that removes barriers and creates access to opportunities for 16-to-25-year-olds interested in the emerging field of agriculture and energy.

Local Hires & Training

Edelen Renewables was the first to employ a “social impact” approach to solar development to ensure the benefits of solar investments are felt locally. In practice, this approach includes:

- Building coalitions of education and workforce partners to remove barriers and create training opportunities for the local workforce
- Intentional recruiting of local workers
- Prioritizing the hiring and training of local workforce to construct projects
- Payments in lieu of taxes tailored to each community’s needs
- Working closely with local stakeholders to create legacy projects that maximize community benefits that live beyond the life of the solar project

Leveraging our trademarked Social Impact SolarSM framework, ER/SIS is committed to recruiting, hiring, and preparing a local workforce to construct the HPSP through local partnerships with the Kentucky Career Center, Kentucky Workforce Innovation Board (KWIB), the Kentucky Solar Energy Industry Association (KYSEIA), BCTC, FCPS and local trade unions, such as LiUNa, International Brotherhood of Electrical Workers (IBEW), the International Union of Operating Engineers, and the Central Midwest Carpenters. Through these partnerships, low barrier workforce training programs and pathways from CTE and academic coursework to solar industry jobs will be codesigned to prepare our local Central Kentucky workforce for the on-the-job tasks and competencies necessary to be employable in the available civil, labor and electrical jobs on the HPSP.

Based on the JEDI tool, managed by National Renewable Energy Laboratory (NREL), industry standards for projecting the number of jobs estimate 140 to 200 jobs during the construction phase and 5 to 10 jobs during the operational phase of the project. All persons employed through this project will be paid prevailing wages based on Lexington, Kentucky metrics. Project and labor elements of the development process will be compliant with federal regulations (2 CFR Part 200 and 2 CFR Part 1500) and EPA-specific

guidelines, including Davis Bacon and Related Acts (DBRA) requirements. Edelen Renewables will comply with DBRA and submit certified payroll reports/submissions on its own behalf and for any subcontractors. That submission will include a Signed Statement of Compliance.

Additionally, ER/SIS will work with training providers such as KY Career Center, Kentucky Workforce Innovation Board (KWIB), Kentucky Community and Technical College System (KCTCS) and local trade unions to recruit and source local subcontractors, create pathways to employment for local workers seeking to enter the solar construction workforce, provide on-the-job training as necessary in service to project outcomes, and ensure that any worker seeking an industry credential is able to earn one through a local provider so that the worker is equipped to earn prevailing wages, get necessary work experience, be more employable on future solar projects, and have the opportunity to earn a stackable credential that leads to upward economic mobility long term.

With close proximity to FCPS, the specialty programs at Locust Trace, and the new HILL program, as well as the BCTC campus, there is ample opportunity to engage the next generation of community leaders in this future-focused project.

CONCLUSION

The Edelen Renewables/Social Impact solar LLC team is well prepared to deliver the Haley Pike Solar Project to supply renewable energy to power the local energy grid, as per the ultimate qualification of transmission system capacity available to inform the final, confirmed scale of the project.

As proposed, the HPSP yields no expected negative impact to rate-payers and will deliver revenue to LFUCG alongside progress toward the Net Zero comprehensive plan goals for our community. Our team is highly qualified and locally invested in positive outcomes for LFUCG – and our offer terms are comprehensive and competitive. The ER/SIS team will welcome any feedback or questions you may have on the Project as proposed.

Haley Pike

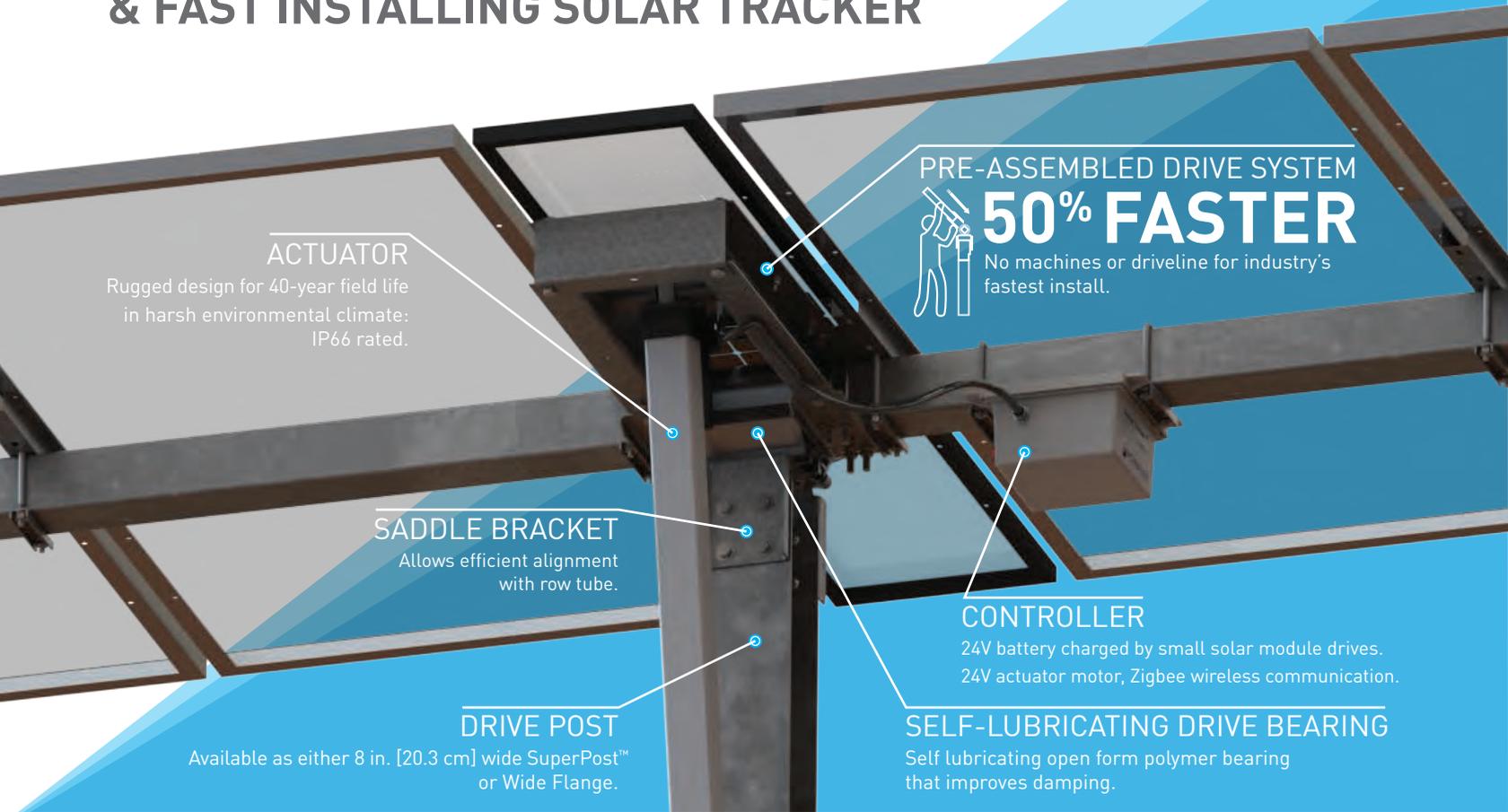
Solar Project

Appendix A
Tracker Spec Sheet #1:
GameChange Genius
Tracker 1P

TECHNICAL DATASHEET

GENIUS TRACKER™ 1P

**HIGH POWER PRODUCING
& FAST INSTALLING SOLAR TRACKER**



ACTUATOR

Rugged design for 40-year field life in harsh environmental climate: IP66 rated.

PRE-ASSEMBLED DRIVE SYSTEM



50% FASTER

No machines or driveline for industry's fastest install.

SADDLE BRACKET

Allows efficient alignment with row tube.

CONTROLLER

24V battery charged by small solar module drives. 24V actuator motor, Zigbee wireless communication.

DRIVE POST

Available as either 8 in. [20.3 cm] wide SuperPost™ or Wide Flange.

SELF-LUBRICATING DRIVE BEARING

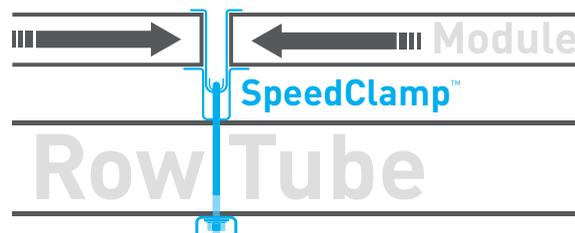
Self lubricating open form polymer bearing that improves damping.

OWNER BENEFITS

UP TO 2% MORE POWER PRODUCTION
RESULTS IN **HIGHER** KWH OUTPUT
based on project specifics

INSTALLER BENEFITS

200% FASTER INSTALL SPEED WITH **SPEEDCLAMP™** THAN ANY OTHER TRACKER



OWNER BENEFITS

UP TO 2% MORE POWER PRODUCTION
 Results in higher kWh output.

HIGHER MODULE DENSITY
 Increased row spacing means more time facing the sun and less time running from the shade. Adds up to 5% more power production than competitors.

WEATHERSMART™
 Proprietary algorithm optimizes tilt angle based on weather data to maximize power production. Adds up to 1.25% additional power production.

LOWEST O&M COST
 Lowest grass cutting & module washing cost.

ZERO MAINTENANCE DRIVE SYSTEM

INSTALLER BENEFITS

FASTEST INSTALLING SYSTEM
 Advanced design innovations & pre-assembled components.

SPEEDCLAMP™
 Mounts modules with no mounting hardware, speeds module installation up to 200%.

PRE-ASSEMBLED DRIVE ARM
 Can be lifted by one worker. No machine required. 50% faster than most competing systems.

PE STAMPED DRAWINGS
 Design loads according to local building codes: ASCE 7, NBC, Eurocode, AS1170, IS 875.

PROPRIETARY INTEGRATED-HARDWARE™
 Proprietary hardware allows for faster structure assembly, module mounting, and reduced O&M cost. Oversized Serrated Flange Nyloc Nut and Oversized Flange Star Bolt with integrated star washer eliminates the need for washers and star washers.

GameChange Solar

HEADQUARTERS
 230 East Ave, Suite 100, Norwalk, CT, USA
 Phone: +1 (203) 769-3900
 Fax: +1 (646) 607-2223
 gamechangesolar.com
 media@gamechangesolar.com

GLOBAL LOCATIONS

El Paso, TX
 Florence, SC
 Dublin, Ireland
 Madrid, Spain
 Wuxi, China
 Bangalore, India
 Dubai, UAE
 Buenos Aires, Argentina
 Johannesburg, South Africa
 Newcastle, Australia

SERVICE SUPERCENTERS

& TRAINING FACILITIES
 Lakeland, FL, USA Santiago, Chile
 Mesa, AZ, USA Madrid, Spain
 Bogotá, Colombia

RESEARCH & DEVELOPMENT CENTER
 Brimfield, MA, USA

DISCLAIMER: GameChange Solar provides this documentation without warranty in any form either expressed or implied. GameChange Solar may revise this document at any time without notice.

Modules	Modules Supported	Most commercially available modules, including frameless crystalline and thin film	
Civil	Slope Tolerance (N-S)	7% standard, can go to 15% special order	
	Slope Tolerance (E-W)	15%	
	Tracker follows slope (Y/N)	Yes	
Structural	Drive Type	Robust linear actuator stainless steel & aluminum	
	Posts per MW	350-400/MW for 1 up portrait / 2 up landscape or 250-300/MW for 2 up portrait	
	Design Wind Load	105 mph [46.9 m/s](Std) / 130 mph [58.1 m/s](Premium 1) / 160 mph [72 m/s](Premium 2)	
	Snow Load	5 psf [0.24 kPa](Std) / 20 psf [0.96 kPa](Premium 1) / 40 psf [1.92 kPa](Premium 2) / 60 psf [2.87 kPa](Premium 3)	
	Tracking Range (Std)	45°, 52°	
	Tracking Range (Premium)	60°	
	Post Sections	Wide Flange or Roll formed posts	
	Coatings	G90/120/180 Pregalvanized, ZnMgAl, and HDG available	
	Post Size (Interior) & (Exterior)	6 x 6 in. [15.24 x 15.24 cm] roll form shape or W6x7, W6x9, W6x12 or W6x15 wide flange	
	Motor Foundation	6.5 x 8 in. [16.51 x 20.32 cm] roll form hat or W6x15 or larger wide flange	
	Standard Embedment	5 - 7 ft. [1.52 - 2.13 m]	
	Flood Plain Allowance	Up to 6 ft. [1.83 m]	
	Design	Module Configuration	1 or 2 up in portrait for crystalline & First Solar Series 6™, 2 up landscape or 1 or 2 up in portrait for Bifacial, 3 to 4 up landscape for First Solar Series 4™
		Length per Table	Up to 500 ft. [150 m]
Module Attachment		SpeedClamp™ or bolts available for bottom mount frame modules or clamps for glass on glass modules	
Ground Coverage Ratio		0.25 to 0.65	
Rows per Drive		1 drive per tracker(table), distributed drive system	
Powering System		Onboard solar module with battery	
Ground Clearance To Module		18 - 48 in. [45.7 - 121.9 cm] typical	
Min / Max Ground to Top of Post		3'-8" [1.12 m] typical + 9 in. [22.86 cm] min. adjustment range	
Backtracking / Anti-shading		Yes, although can be turned off as requested (i.e. for FSLR modules)	
Temperature Range		-20° C [-40° C also available] + 48° C	
Electromagnetic Interference		Compliant with FCC guidelines/ Applicable sections EN 61000	
Install		Specialty Tools Required	No
		Max Offload for Deliveries	As per customer requirement
Electrical	Tracking Method	Time and location based algorithm	
	String Design	Compatible with any string size	
	Cable Supports	Hole punching per customer requirement for nominal cost	
	Linear Actuator Motor	24V DC UL Listed	
	Parasitic Loss	0 amps	
	Controller Box	Zigbee wireless communications, 24V solar module and battery	
	Control System	Master to Node: Zigbee wireless communications Master to SCADA/DAS: Modbus TCP communications	
	# of Motors	20 to 52 / MW depending on module wattage and loading conditions (35 for typical conditions)	
	1000V System or 1500V System	Both	
	Grounding Method	Tracker structure is part of grounding path per UL 2703	
	UL Compliance	UL 2703 / UL 3703	
	Ingress Protection	IP66 Actuator (NEMA 4 equivalent)	
# Anemometers	1 per 6 MW - 10 MW typical		
Monitoring System	Web portal interface available Compatible with all standard third party monitoring vendors		
Snow & Flood Sensors	Move modules to optimum location for weather events		
Backup Power	Solar module and battery providing integrated backup - 3 days		
O&M	Warranty	5 year drive & control, 10 year structural standard, 10 / 20 also available	
Shipping	Max load	International - 18.5 to 22.5 metric tons per container USA - 45,000 lbs. [20,411 kg] per truckload, 5,000 lbs. [2,267 kg] maximum bundle size, 2,900 lbs. [1315.4 kg] or other maximum as requested by customers	
	Shipping Containers or Flatbeds	Flat beds for structure, dry vans for hardware	
	# Trucks or Containers per MWdc	4 typical for trucks, 5 typical for containers	
	Commissioning	Backfeed required?	No, generator for power as alternative

Haley Pike

Solar Project

Appendix B
Fixed Rack Spec Sheet #2:
GameChange Pour-in Place
Ballasted Ground System

TECHNICAL DATASHEET

POUR-IN-PLACE™
BALLASTED GROUND SYSTEM

LANDFILL LEADER AND
BEST SOLUTION FOR ROCKY SITES

PLACE

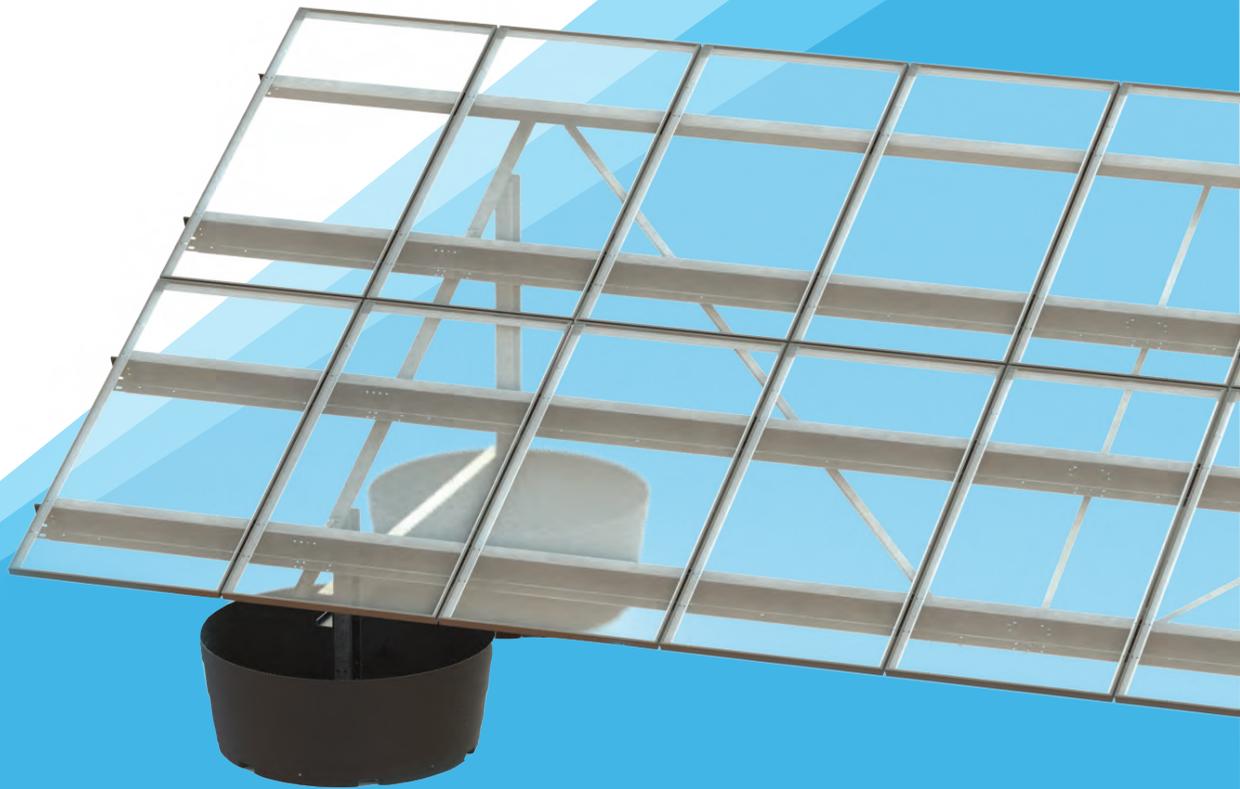
LEAVE BEHIND TUBS

BUILD

SELF LEVELING RACKING

POUR

STANDARD CONCRETE



WHY FIGHT ROCKY GROUND WITH POSTS OR SCREWS?

- **68% FASTER THAN PRECAST**
- **MINIMAL IMPACT ON DRAINAGE**

POUR-IN-PLACE™ BALLASTED GROUND SYSTEM

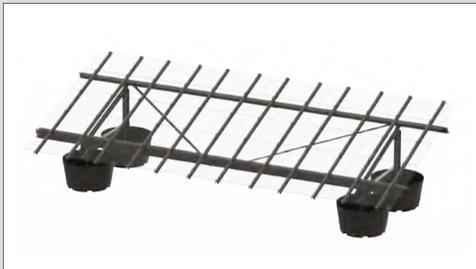
- ✓ Complete your site on time and on budget
- ✓ Peace of mind with risk-free install
- ✓ Up to 20% lower install racking cost than screw or post systems

SCREW OR POST SYSTEMS

- ✗ Slow drilling needed for every hole
- ✗ Slow and uncertain install timeline and budget
- ✗ Up to 25% higher install racking cost for screw or post systems



Pour-in-Place™ Ballasted Ground System has self-leveling technology which enables fast install



Pour-in-Place™ thin film panel clamps mount using socket head bolts



Slots combine with rail support self-leveling technology enables up to 7" [18 cm] vertical adjustment



Galvanized purlins with integrated wire management tray



Large hoop-shaped brackets slide to enable over 7" [18 cm] of vertical adjustment to facilitate install on ground sloping in all directions

FEATURES

- Pour-in-Place™ Ballasted Ground System: less concrete, faster install, steeper slopes
- Substantial adjustability allows for slopes up to 15%
- Self-leveling technology enables up to 7" [18 cm] total vertical adjustability including use of slots
- No gravel beds or other expensive ground preparations required for leveling as needed for precast - save up to USD 0.05/watt
- Up to 4'-0" [122 cm] high ground clearance to allow for snow and vegetation
- 10° to 35° tilt with multiple inter-row spacing options
- Full layout and engineering analysis for every project
- Integrated grounding and wire management

TEST & CERTIFICATION

- Wind tunnel tested by industry leader CPP and rated for 175 mph [78 m/s] wind speed
- Independent assessment by Black & Veatch
- Rated up to 90 psf [4,300 Pa] snow load
- ETL / UL 2703 tested (similar to the relevant sections of IEC 61215 & 61730)
- Meets IBC and ASCE standards for structural loading
- Warranty 20 years

CALCULATIONS

- PE Stamped Drawings - Design loads according to local building codes: ASCE 7, NBC, Eurocode, AS1170, GB 50009
- 100% code compliant designs for any jurisdiction
- Individual system structural calculations

MATERIAL

- Rail support structure components and module mounting rails: G90+ [20 µm] galvanized steel. Standard up to G180 [40 µm] special order.
- HMWPE forms
- Magnicoat bolts and serrated flange nuts for structural member connections
- Module mounting hardware - Top mount: module mounting clips & serrated flange nuts: magnicoat. Bottom mount: hex bolts, serrated flange nuts, star washers: magnicoat
- Integrated grounding with star bolts or teathed module clamps included - both approved under ETL / UL 2703, (similar to the relevant sections of IEC 61215 & 61730)
- Proprietary Integrated Hardware™: For faster structure assembly, module mounting and reduced O&M cost. Oversized Serrated Flange Nyloc Nut and Oversized Flange Star Bolt with integrated star washer eliminates the need for washers and star washers.

GameChange Solar

HEADQUARTERS
152 W 57th Street 44th Fl.
New York, NY 10019, USA
Phone: +1 [212] 388-5160
Fax: +1 [646] 607-2223
media@gamechangesolar.com
gamechangesolar.com

EUROPE OFFICES

Dublin, Ireland
Zug, Switzerland
Madrid, Spain

ASIA OFFICES

Wuxi, China
Mumbai, India

DISCLAIMER: GameChange Solar provides this documentation without warranty in any form either expressed or implied. GameChange Solar may revise this document at any time without notice.

Rev. 5-7-2020

Haley Pike

Solar Project

Appendix C
Fixed Rack: GameChange
Pour-in-Place Ballasted
Ground System Diagram

8 7 6 5 4 3 2 1

D

C

B

A

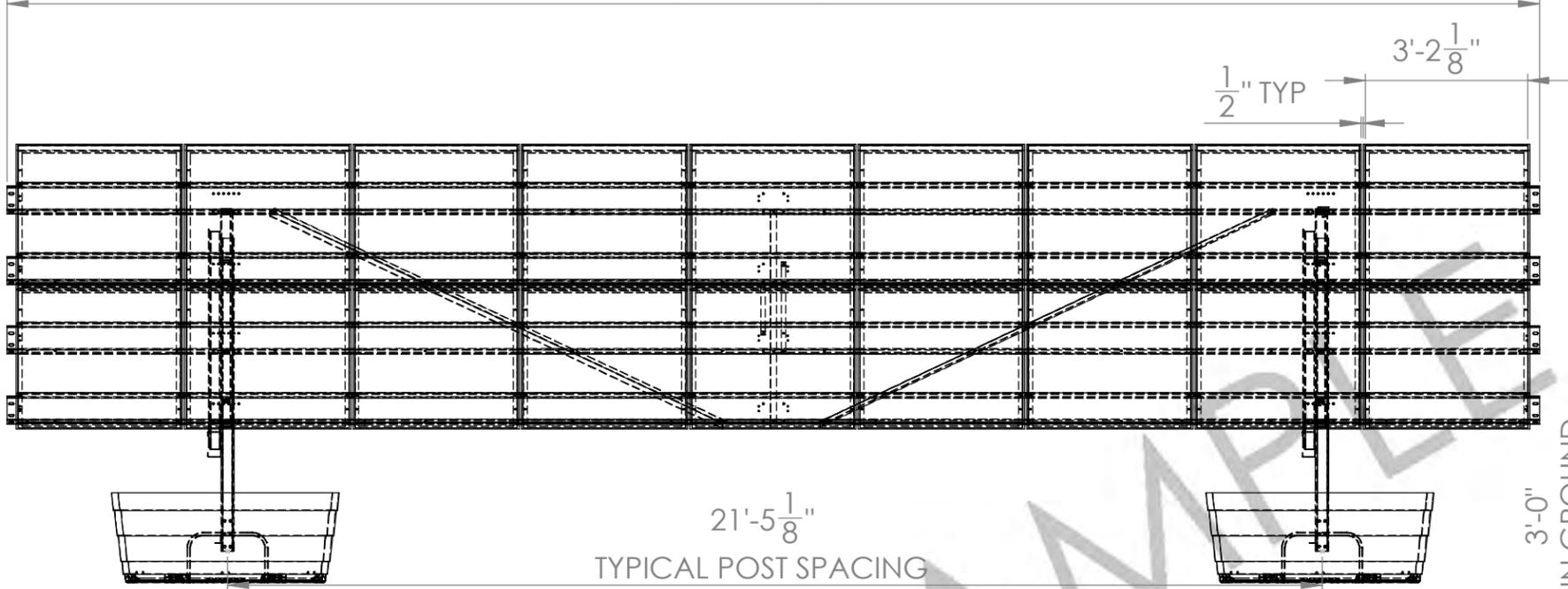
D

C

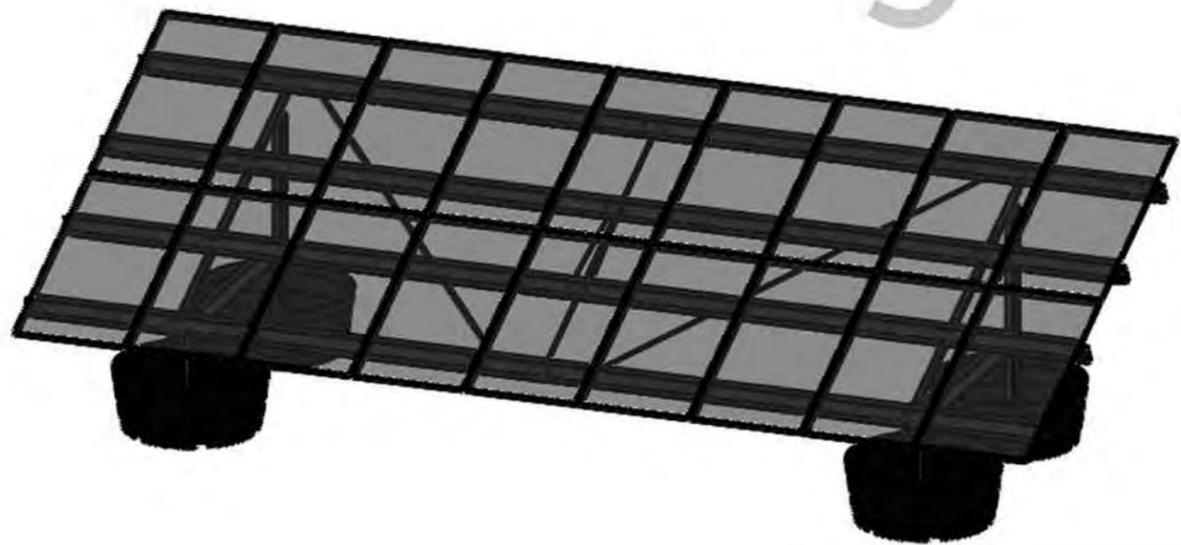
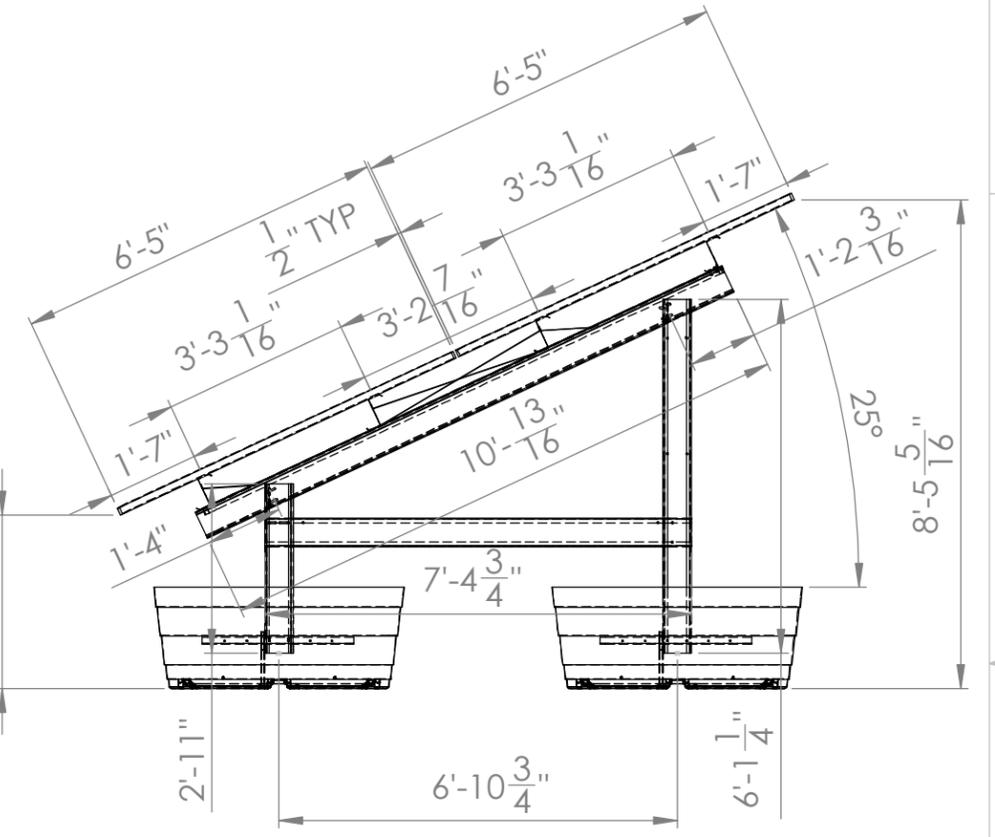
B

A

30'-0"
9 SPAN
PURLIN LENGTH



3'-0"
MIN GROUND
CLEARANCE



PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS
DRAWING IS THE SOLE PROPERTY OF
GAMECHANGE RACKING. ANY
REPRODUCTION IN PART OR AS A WHOLE
WITHOUT THE WRITTEN PERMISSION OF
GAMECHANGE RACKING IS PROHIBITED.

		UNLESS OTHERWISE SPECIFIED:		NAME	DATE
		DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ±1/64 ANGULAR: MACH ±1 BEND ±1 TWO PLACE DECIMAL ±.02 THREE PLACE DECIMAL ±.005		DRAWN	
		INTERPRET GEOMETRIC TOLERANCING PER:		CHECKED	
		MATERIAL		ENG APPR.	
		FINISH		MFG APPR.	
NEXT ASSY	USED ON			Q.A.	
APPLICATION		DO NOT SCALE DRAWING		COMMENTS:	
TITLE: Sample GC Pour-in-Place™ Ballasted Ground					
SIZE	DWG. NO.			REV	
B	GCIIPS				
SCALE: 1:38 WEIGHT:				SHEET 1 OF 1	

8 7 6 5 4 3 2 1

Haley Pike

Solar Project

Appendix D
Inverter Spec Sheet: SMA
Medium Voltage
Power Station



Medium Voltage Power Station

4000-S2-US / 4200-S2-US /
4400-S2-US / 4600-S2-US

Turnkey solution for PV, storage and
PV plus storage power plants



Robust

- Complete station is UL 1741-listed* for higher safety and lower risk
- Station and all individual components type-tested for maximum reliability
- Optimally suited to extreme ambient conditions with galvanized base frame

Simple Integration

- Plug and play concept
- Completely pre-assembled for easy set-up and commissioning

Cost-Effective

- Fully integrated transformer and switchgear simplifies logistics
- Minimum O&M requirements create lowest cost of ownership

Flexible

- One product for all markets and applications
- Ideally suited for PV applications, PV plus storage (DC coupled) and storage applications (AC coupled)

With the power of the SMA's robust central inverters, the Sunny Central UP or Sunny Central Storage UP, and with perfectly integrated medium-voltage components, the Medium Voltage Power Station (MVPS) offers high power density in a turnkey solution available worldwide.

The solution is the ideal choice for next-generation PV power plants and battery-storage power plants operating at 1500 VDC. Delivered pre-configured on a 20-foot container-integrated skid, the solution is easy to transport and quick to commission. The UL 1741-listed* MVPS combines rigorous plant safety with maximum energy yield and minimized operating risk.

*All individual components are UL or IEEE listed. When specified with Siemens switchgear, the complete platform is UL listed.

MEDIUM VOLTAGE POWER STATION

4000-S2-US / 4200-S2-US

Technical Data	MVPS 4000-S2-US	MVPS 4200-S2-US
Input (DC)		
Available inverters	1 x SC 4000 UP-US or 1 x SCS 3450 UP-US or 1 x SCS 3450 UP-XT-US	1 x SC 4200 UP-US or 1 x SCS 3600 UP-US or 1 x SCS 3600 UP-XT-US
Max. input voltage	1500 V	1500 V
Number of DC inputs	dependent on the selected inverter	
Integrated zone monitoring	○	
Output (AC) on the medium-voltage side		
Rated power with SC-UP-US (at -25°C to +35°C / 40°C optional 50°C) ¹⁾	4000 kVA / 3600 kVA	4200 kVA / 3780 kVA
Rated power with SCS-UP-US (at -25°C to +25°C / 40°C optional 50°C) ¹⁾	3450 kVA / 2930 kVA	3620 kVA / 3075 kVA
Charging power with SCS-UP-XT-US (at -25°C to +25°C / 40°C optional 50°C) ¹⁾	3590 kVA/3000 kVA	3770 kVA / 3150 kVA
Discharging power with SCS-UP-XT-US (at -25°C to +25°C / 40°C optional 50°C) ¹⁾	4000 kVA / 3400 kVA	4200 kVA / 3570 kVA
Typical nominal AC voltages	12 kV to 34.5 kV	12 kV to 34.5 kV
AC power frequency	50 Hz / 60 Hz	50 Hz / 60 Hz
Transformer vector group Dy11 / YNd11 / YNy0	● / ○ / ○	● / ○ / ○
Transformer cooling methods	KNAN ²⁾	KNAN ²⁾
Transformer efficiency: Standard / Eco Design 1 / Eco Design 2	● / ○ / ○	● / ○ / ○
Max. total harmonic distortion	< 3%	
Reactive power feed-in (up to 60% of nominal power)	○	
Inverter efficiency		
Max. efficiency ³⁾ / European efficiency ³⁾ / CEC weighted efficiency ⁴⁾	98.7% / 98.6% / 98.5%	
Protective devices		
Input-side disconnection point	DC load-break switch	
Output-side disconnection point	Medium-voltage vacuum circuit breaker	
DC overvoltage protection	Surge arrester type I	
Galvanic isolation	●	
Internal arc classification medium-voltage control room (according to IEC 62271-202)	IAC A 25 kA 1 s	
General data		
Dimensions equal to 20-foot HC shipping container (W / H / D)	6058 mm / 2896 mm / 2438 mm	
Weight	< 18 t	
Self-consumption (max. / partial load / average) ¹⁾	< 8.1 kW / < 1.8 kW / < 2.0 kW	
Self-consumption (stand-by) ¹⁾	< 370 W	
Environment: standard / harsh / harsh+	● / ○ / ○	
Maximum permissible value for relative humidity (condensing / non-condensing)	95% to 100% (2 month per year) / 0% to 95%	
Max. operating altitude above mean sea level 1000 m / 2000 m	● / ○	
Fresh air consumption of inverter	6500 m ³ /h	
Features		
DC terminal	Terminal lug	
AC connection	Outer-cone angle plug	
Station enclosure color	RAL 7004	
Transformer for external loads: without / 10 / 20 / 30 / 40 / 50 / 60 kVA	● / ○ / ○ / ○ / ○ / ○ / ○ / ○ / ○ / ○	
Fuses for external transformers: without / 120 kVA / 180 kVA	● / ○ / ○	
Medium-voltage switchgear: without / 1 panel / 3 panels / 600 A / 800 A	● / ○ / ○ / ○ / ○	
2 cable feeders with load-break switch, 1 transformer feeder with circuit breaker, internal arc classification IAC A FL 25 kA 1 s, partly with UL or ETL Listing	● / ○ / ○ / ○ / ○	
Short circuit rating medium voltage switchgear (20 kA 1 s / 20 kA 3 s / 25 kA 1 s)	● / ○ / ○	
Integrated oil containment: without / with	● / ○	
Industry standards (for other standards see the inverter datasheet)	IEC 60076, IEC 62271-200, IEC 62271-202, EN50588-1 IEEE 1547-2018 ⁵⁾ , IEEE C37.100.1, IEEE C57.12, C37.20.9, UL 1741 listed ⁶⁾ , CSC Certificate, UL 347	
● Standard features ○ Optional features – Not available		
Type designation	MVPS-4000-S2-US	MVPS-4200-S2-US

1) Data based on inverter. Further details can be found in the data sheet of the inverter. Cold weather -37° is an option.

2) KNAN = Natural ester fluid with natural air cooling

3) For SCS UPS, for other efficiency values check specific inverter datasheet

4) Efficiency measured at inverter with internal power supply

5) Harmonics are within IEEE 1547-2018 limits with at least two inverters in operation.

6) UL listing of the MVPS skid requires UL listed medium voltage switchgear

* Preliminary

MEDIUM VOLTAGE POWER STATION

4400-S2-US / 4600-S2-US

Technical Data	MVPS 4400-S2-US	MVPS 4600-S2-US
Input (DC)		
Available inverters	1 x SC 4400 UP-US or 1 x SCS 3800 UP-US or 1 x SCS 3800 UP-XT-US or 1 x SCS 4400 UP-S-US	1 x SC 4600 UP-US or 1 x SCS 3950 UP-US or 1 x SCS 3950 UP-XT-US or 1 x SCS 4600 UP-S-US
Max. input voltage	1500 V	1500 V
Number of DC inputs	dependent on the selected inverter	
Integrated zone monitoring	○	
Output (AC) on the medium-voltage side		
Rated power with SC-UP-US (at -25°C to +35°C / 40°C optional 50°C) ¹⁾	4400 kVA / 3960 kVA	4600 kVA / 4140 kVA
Rated power with SCS-UP-US (at -25°C to +25°C / 40°C optional 50°C) ¹⁾	3800 kVA / 3230 kVA	3960 kVA / 3365 kVA
Charging power with SCS-UP-XT-US (at -25°C to +25°C / 40°C optional 50°C) ¹⁾	3950 kVA / 3300 kVA	4130 kVA / 3455 kVA
Discharging power with SCS-UP-XT-US (at -25°C to +25°C / 40°C optional 50°C) ¹⁾	4400 kVA / 3740 kVA	4600 kVA / 3910 kVA
Rated power with SCS-UP-S-US (from -25°C to +35°C / 40°C; optional 50°C) ¹⁾	4400 kVA / 3960 kVA*	4600 kVA / 4140 kVA*
Typical nominal AC voltages	12 kV to 34.5 kV	
AC power frequency	50 Hz / 60 Hz	
Transformer vector group Dy11 / YNd11 / YNy0	● / ○ / ○	
Transformer cooling methods	KNAN ²⁾	
Transformer efficiency: Standard / Eco Design 1 / Eco Design 2	● / ○ / ○	
Max. total harmonic distortion	< 3%	
Reactive power feed-in (up to 60% of nominal power)	○	
Inverter efficiency		
Max. efficiency ³⁾ / European efficiency ³⁾ / CEC weighted efficiency ⁴⁾	98.7% / 98.6% / 98.5%	
Max. efficiency of SCS-UP-S-US ³⁾	99.2%	
Protective devices		
Input-side disconnection point	DC load-break switch	
Output-side disconnection point	Medium-voltage vacuum circuit breaker	
DC overvoltage protection	Surge arrester type I	
Galvanic isolation	●	
Internal arc classification medium-voltage control room (according to IEC 62271-202)	IAC A 25 kA 1 s	
General data		
Dimensions equal to 20-foot HC shipping container (W / H / D)	6058 mm / 2896 mm / 2438 mm	
Weight	< 18 t	
Self-consumption (max. / partial load / average) ¹⁾	< 8.1 kW / < 1.8 kW / < 2.0 kW	
Self-consumption (stand-by) ¹⁾	< 370 W	
Environment: standard / harsh / harsh+	● / ○ / ○	
Maximum permissible value for relative humidity (condensing / non-condensing)	95% to 100% (2 month per year) / 0% to 95%	
Max. operating altitude above mean sea level 1000 m / 2000 m	● / ○	
Fresh air consumption of inverter	6500 m ³ /h	
Features		
DC terminal	Terminal lug	
AC connection	Outer-cone angle plug	
Station enclosure color	RAL 7004	
Transformer for external loads: without / 10 / 20 / 30 / 40 / 50 / 60 kVA	● / ○ / ○ / ○ / ○ / ○ / ○ / ○	
Fuses for external transformers: without / 120 kVA / 180 kVA	● / ○ / ○	
Medium-voltage switchgear: without / 1 panel / 600 A / 800 A	● / ○ / ○ / ○ / ○	
2 cable feeders with load-break switch, 1 transformer feeder with circuit breaker, internal arc classification IAC A FL 25 kA 1 s, partly with UL or ETL Listing	● / ○ / ○ / ○ / ○	
Short circuit rating medium voltage switchgear (20 kA 1 s / 20 kA 3 s / 25 kA 1 s)	● / ○ / ○	
Integrated oil containment: without / with	● / ○	
Industry standards (for other standards see the inverter datasheet)	IEC 60076, IEC 62271-200, IEC 62271-202, EN50588-1 IEEE 1547-2018 ⁵⁾ , IEEE C37.100.1, IEEE C57.12, C37.20.9, UL 1741 listed ⁶⁾ , CSC Certificate, UL 347	
● Standard features ○ Optional features – Not available Last revised: 08/2025		
Type designation	MVPS-4400-S2-US	MVPS-4600-S2-US

1) Data based on inverter. Further details can be found in the data sheet of the inverter. Cold weather -37° is an option.
 2) KNAN = Natural ester fluid with natural air cooling
 3) Efficiency measured at inverter without internal power supply
 4) Efficiency measured at inverter with internal power supply

5) Harmonics are within IEEE 1547-2018 limits with at least two inverters in operation.
 6) UL listing of the MVPS skid requires UL listed medium voltage switchgear
 * Preliminary

Haley Pike

Solar Project

Appendix E

Landfill Cap Transportation and Laydown Protective Measures (examples)

Landfill Cap Transportation and Laydown Protective Measures



Example: Light hauling eqpt with floatation tires.
Equipment to be lifted onto capped areas via crane.



Example: ground protection mats for laydown and staging areas etc.

Haley Pike

Solar Project

Appendix F

Water Quality Management Fee Calculations

Appendix F: Water Quality Management Fee Calculations

Water Quality Management Fee Calculation

	Number of panels	Panel size Sq Ft	Total Unadjusted Sq Ft	Area Adjustment %	Total Adjusted Sq Ft	Equivalent Residential Unit		Rate	Total Monthly Rate	Total Annual Rate	Acres	Fee/Acre/Year
						(ERU)	Unit					
<i>Trackers</i>	63,560	33.5	2,129,260	46.95%	999,642	399.86	\$	4.32	\$ 1,727	\$20,729	219	\$ 94.65
<i>Fixed</i>	40,223	33.5	1,347,471	81.92%	1,103,783	441.51	\$	4.32	\$ 1,907	\$22,888	138	\$ 165.86
										\$43,617	357	\$ 122.18 Average fee per acre

Tilt Calculation

	Storage at 0	Maximum Tilt	Minimum Tilt			% Coverage	% Coverage	Average Tilt	Total Adjusted
	Degrees	During Day	During Day	Max in Radians	Min in Radians	Max Tilt (+)	Max Tilt (-)		Area %
<i>Trackers</i>	50%	35	-35	0.611	-0.611	82%	82%	94%	46.95%
<i>Fixed</i>	0%	<u>Tilt</u> 35	<u>Tilt in Radians</u> 0.611			<u>% Coverage</u> 0.819			Total Adjusted Area % 81.92%

Panel Type Acreage Calculation

	Number of panels	Panel size sq. ft.	Acres leased for panels
		103,783	33.5
		Percentage of Total Panels	Acres per Panel Type
<i>Trackers</i>	63,560	61.24%	219
<i>Fixed</i>	<u>40,223</u>	38.76%	<u>138</u>
	103,783		357



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0104-26

File ID: 0104-26

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Parks and Recreation

File Created: 02/03/2026

File Name: Cumulus 2026 Spring and Fall Golf Card Agreement

Final Action:

Title: Authorization to execute an agreement with Cumulus Radio Lexington, KY for radio advertising for Lexington Fayette Urban County Government golf courses at no charge, in exchange for providing rounds of golf, from the date of execution through October 31st, 2026. (L0104-25) (Conrad/Ford)

Notes:

Sponsors:

Enactment Date:

Attachments: Cumulus 2026 Spring and Fall Golf Card Agreement Bluesheet - Signed, Cumulus Golf Card 2026

Enactment Number:

Deed #:

Hearing Date:

Drafter: Roger Daman

Effective Date:

History of Legislative File

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

Text of Legislative File 0104-26

Title

Authorization to execute an agreement with Cumulus Radio Lexington, KY for radio advertising for Lexington Fayette Urban County Government golf courses at no charge, in exchange for providing rounds of golf, from the date of execution through October 31st, 2026. (L0104-25) (Conrad/Ford)

Summary

Authorization to execute an agreement with Cumulus Radio Lexington, KY for radio advertising for Lexington Fayette Urban County Government golf courses at no charge, in exchange for providing rounds of golf, from the date of execution through October 31st, 2026. (L0104-25) (Conrad/Ford)

Budgetary Implications [select]: No

Advance Document Review:

Law: Yes, Completed by Ella Helmuth, 2/3/2026

Risk Management: No

Fully Budgeted [select]: N/A

Account Number:

This Fiscal Year Impact:

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: 
Monica Conrad, Director, Parks and Recreation

DATE: January 16th, 2026

SUBJECT: Cumulus 2026 Spring and Fall Golf Card Agreement

Request:

Request Council Authorization for the Mayor to execute an agreement with Cumulus Radio Lexington, KY for a one year agreement of radio advertising for Lexington Fayette Urban County Government golf courses for zero (\$0.00) dollars from the date of execution through October 31st, 2026.

Purpose:

This agreement with Cumulus Radio provides an even trade for radio advertising and golf course rounds on Lexington Fayette Urban County golf courses.

Budgetary Implication:

\$0.00 for FY26 budget year

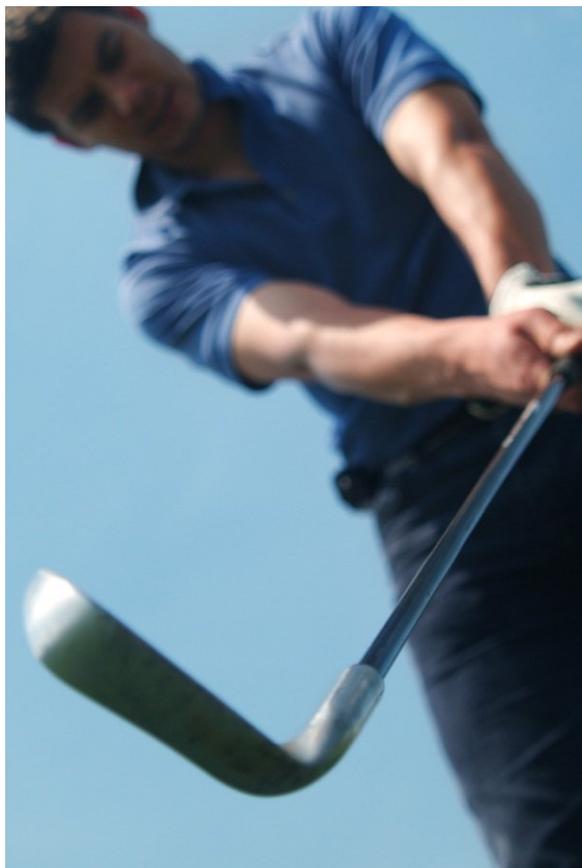
Are the funds budgeted?

N/A

File Number: 0104-26

Director/Commissioner: Monica Conrad/Chris Ford





200,000+ Weekly Listeners

*66% of Cumulus Listeners play golf

*More than 20,200 Cumulus Listeners play weekly

*Cumulus Listeners are 24% more likely than other stations' Listeners to play golf

Source: Nielsen Fall 2022 Ratings Book

2026 Spring Golf Card



Listener Rewards Program Program Concept:

Cumulus Lexington radio stations promote the opportunity for listeners to purchase a golf card – valid for 18 holes of golf at several courses. The Cumulus Golf Cards are sold to listeners online starting **Friday, April 3rd** on a first come – first served basis. Purchased Cumulus Golf Cards are then redeemed at your business by consumers who often bring friends and/or purchase additional merchandise.



Cumulus Lexington Provides:

- A Three-week promotional schedule to promote your business and the Cumulus Golf Card offer
- Online store front, including a link to your website and a map of your business' location
- Order processing, Cumulus Golf Card printing and delivery of certificates to consumers

You Provide:

Your business honors 250 single rounds of 18 hole golf with cart rental upon presentation of the Cumulus Golf Card by customers

Lexington's Premiere Golf Program



Promotional Value

Golf cards go on sale Friday, April 3rd at 8:40am and will be available for purchase online – accessible through all of Cumulus Lexington's station websites.

For your participation in the Cumulus Golf Card program, your business will receive:

- Minimum of (300) :60 second pre-recorded promos to run March 13th – April 3rd (3 courses are included per promo)
- Inclusion in LIVE mentions as available running March 16th – April 3rd
- A LIVE interview with one of our station's hosts promoting your business' participation with Golf Card on WVLK-AM (News Talk 590) and WXZZ (ZRock)
- Business logo featured on the online Cumulus Golf Card storefront
- Link to your business' website with other Cumulus Golf Card participants



Lexington's Premiere Golf Program



Golf Card Guidelines:

- ✓ Golf Card will be produced for you at no cost
- ✓ Golf Card will be valid now till December 31st, 2026.
- ✓ No restriction on play except "tee times required in advance"
- ✓ Golf Cards are not to be used as cash towards purchase
- ✓ Golf Card good for green fees and cart only
- ✓ Round of golf defined as 18 holes of golf with cart
- ✓ Golf Card becomes property of the Cumulus Media

Information:

- ✓ Course Name: _____
- ✓ Course Address: _____
- ✓ Course Website: _____
- ✓ Course Phone: _____
- ✓ Course Round & Cart Price: _____

Each Course Will Provide:

- ✓ Commitment to honor and redeem 250 Golf Cards
- ✓ Complete this form
- ✓ Digital copy of logo and description of each course for our website

Cumulus Lexington Provides:

- ✓ Minimum of 300 (:60) pre-recorded promos to run 3/13 thru 4/3.
3 courses are included per promo
- ✓ LIVE mentions as available promos to run 3/16 thru 4/3.
- ✓ Golf Card Promotion on each radio station website links to your golf course website.
- ✓ All production costs of on-air and online promotion included.

Golf Course Agreement to Participate to Terms above:

- ✓ Client Name: _____
- ✓ Client Signature: _____
- ✓ Date: _____





Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0105-26

File ID: 0105-26

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Parks and Recreation

File Created: 02/03/2026

File Name: Kelley's Landing Change Order No. 3

Final Action:

Title: Authorization to execute change order #3 with Gresham Smith to increase the original design scope of work of the Kelley's Landing Phase 0 Project to provide construction administration and partial design change. The increased amount is \$7,626.72, bringing the new contract total to \$79,476.72. (L0105-26) (Conrad/Ford)

Notes:

Sponsors:

Enactment Date:

Attachments: Kelley's Landing Change Order 3 Memo - Signed, CO Form, LFUCG KL Proposal-Parking Study -Add 3, RE_ Gresham Smith November Services_ Kelley's Landing Parking

Enactment Number:

Deed #:

Hearing Date:

Drafter: Roger Daman

Effective Date:

History of Legislative File

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

Text of Legislative File 0105-26

Title

Authorization to execute change order #3 with Gresham Smith to increase the original design scope of work of the Kelley's Landing Phase 0 Project to provide construction administration and partial design change. The increased amount is \$7,626.72, bringing the new contract total to \$79,476.72. (L0105-26) (Conrad/Ford)

Summary

Authorization to execute change order #3 with Gresham Smith to increase the original design scope of work of the Kelley's Landing Phase 0 Project to provide construction administration and partial design change. The increased amount is \$7,626.72, bringing the new contract total to \$79,476.72. (L0105-26) (Conrad/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 1105-707602-7221-90319-794-2023

This Fiscal Year Impact: \$7,626.72

Annual Impact: No

Project: KELLEYPROP_2023

Activity: CONSTRUCT_CAP

Budget Reference:

Current Balance: \$18,377.58

LINDA GORTON
MAYOR



LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

TO: Linda Gorton, Mayor
Urban County Council

FROM: 

Monica Conrad, Director, Division of Parks and Recreation

DATE: 2/3/2026

SUBJECT: Kelley's Landing Change Order No. 3

Request

Authorization to execute change order No.3 with Gresham Smith to increase the original design scope of work for Kelley's Landing to provide construction administration and partial design change. The increased amount is \$7,626.72, bringing the new contract total to \$79,476.72.

Why are you requesting?

This change order is to fund \$7,500.00 for construction administration that includes coordination with permitting agencies including KDOW, KYTC and LFUCG Floodplain Permit Coordinator and three design changes if needed. \$126.72 to fund a required newspaper ad for floodplain permitting.

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

The cost for this FY is: \$7,626.72

The cost for future FY is: \$0.00

The funds are budgeted in:

KELLEYPROP_2023/CONSTRUCT_CAP 1105-707602-7221-90319-794-2023

File Number: 0105-26

Director / Commissioner: Conrad / Ford



LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER Page 1		Date:	January 29, 2026
To (Contractor):		Project:	Kelleys Landing Phase 0
Gresham Smith		Location:	8949 Old Richmond Road Kelleys Landing
100 West Main Street		Contract No.	147-2025
Lexington, KY 40507		Original Contract Amt.	\$38,000.00
		Cumulative Amount of Previous Change Orders	\$33,850.00
		Percent Change - Previous Change Orders	89.08%
		Total Contract Amount Prior to this Change Order	\$71,850.00
		Change Order No.	3
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
1	Project construction administration		\$7,500.00
	Required floodplain permitting newspaper ad.		\$126.72
	See Attached Sheet		
	Total decrease	\$0.00	
	Total increase		\$7,626.72
	Net Amount of this Change Order	\$7,626.72	
	New Contract Amount Including this Change Order	\$79,476.72	
	Percent Change - This Change Order		20.07%
	Percent Change - All Change Orders		109.15%
The time provided for the completion in the contract and all provisions of the contract will apply hereto.			
Recommended by:	<u>Jeffrey M. Walley</u>	(Proj. Mngr.)	Date: 01/29/2026
Accepted by:	<u>Eric Maguire</u>	(Contractor)	Date: 02/02/2026
Approved by:	<u>[Signature]</u>	(Director)	Date: 2/2/2026
Approved by:	<u>[Signature]</u> <i>Add SLD</i>	(Director - Procurement)	Date: 2-2-26
Approved by:	<u>[Signature]</u>	(Commissioner)	Date: 2/02/26
Approved by:	_____	(Mayor or CAO)	Date: _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CHANGE ORDER Page 2	DATE:	January 29, 2026
	Change Order #:	3
	CONTRACT #:	147-2025

Project: Kelleys Landing Phase 0

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
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
Total decrease						\$ -	
Total increase							\$ -
Net (increase) in contract price							\$ -

JUSTIFICATION FOR CHANGE	PROJECT:	Kelleys Landing Phase 0
	CONTRACT NO.	147-2025
	CHANGE ORDER:	3
<p>1. Necessity for change: Design change to add a gravel drive from temporary parking lot to the boat ramp for use by the Fire Department water rescue team and addition of second security gate to control vehicular access into park.</p> <p>2. Is proposed change an alternate bid? ___ Yes <u> X </u> No</p> <p>3. Will proposed change alter the physical size of the project? ___ Yes <u> X </u> No If "Yes", explain.</p> <p>4. Effect of this change on other prime contractors: N/A</p> <p>5. Has consent of surety been obtained? ___ Yes <u> X </u> Not Necessary</p> <p>6. Will this change affect expiration or extent of insurance coverage? ___ Yes <u> X </u> No If "Yes", will the policies be extended? ___ Yes ___ No</p> <p>7. Effect on operation and maintenance costs: None</p> <p>8. Effect on contract completion date: None</p>		
<p>_____ Mayor</p>		<p>_____ Date</p>



January 22, 2026

EXHIBIT A

Jeffrey Nalley
Project Manager, Lexington Parks & Recreation
469 Parkway Drive
Lexington, KY 40504

**Subject: Kelley's Landing Park
Construction Contract Administration Services for Phase 0
Lexington, KY**

Dear Mr. Nalley:

Gresham Smith looks forward to continuing our collaborations with Lexington Parks & Recreation (Client) in building upon the Phase 0 construction documents and permit plans by adding the requested construction contract administration services. The larger project area for Kelley's Landing Park is shown in Exhibit B.

Scope of Work:

Additional Scope: Construction Contract Administration

Based on previous discussions and communications, Gresham Smith will construction contract administration services including:

- Up to three design changes if field issues arise, including revising and reissuing construction plans as necessary, and coordinating with contractor and Client.
- Coordination with permitting agencies including KDOW, KYTC and LFUCG Floodplain Permit Coordinator.
- Final walk through and acceptance of work.

Assumptions:

- Construction to be completed by mid-March
- Client will handle most coordination with contractor
- Site visits will be limited and on an as needed basis for design changes

Genuine Ingenuity

100 West Main Street
Suite 350
Lexington, KY 40507
859.469.5610

GreshamSmith.com

Compensation:

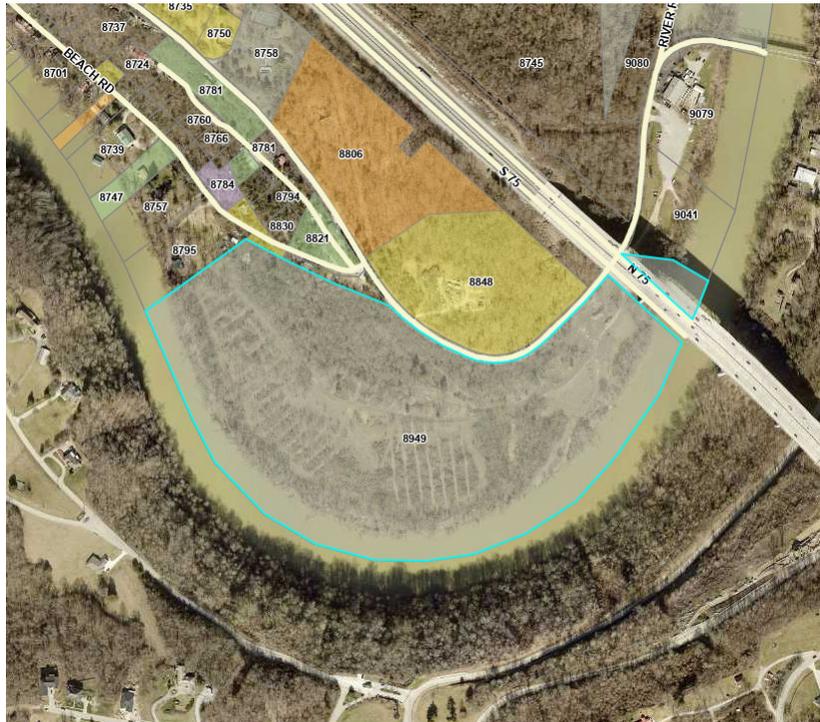
For services as described herein, the Client agrees to pay Gresham Smith as follows:
Additional Scope a Lump Sum fee of \$7,500

Sincerely,



Erin Masterson
Project Manager
Gresham Smith

EXHIBIT B
Project Extents – 8949 Old Richmond Road



From: [Erin Masterson](#)
To: [Jeffrey Nalley](#)
Subject: RE: Gresham Smith November Services: Kelley's Landing Parking
Date: Thursday, January 29, 2026 1:14:59 PM
Attachments: [image001.png](#)
[image002.png](#)

[EXTERNAL] Use caution before clicking links and/or opening attachments.

Hi Jeff,

The difference is the \$126.72, a fee for the legal ad for the floodplain permit.

Erin Masterson, PLA, ASLA
Gresham Smith
D: 859.422.1960

From: Jeffrey Nalley <jonalley@lexingtonky.gov>
Sent: Thursday, January 29, 2026 9:44 AM
To: Erin Masterson <erin.masterson@greshamsmith.com>
Subject: RE: Gresham Smith November Services: Kelley's Landing Parking

Erin

Our accountant noted this invoice should be for \$2,180.76 to close out the PO attached is account history.

Jeff Nalley
Project Manager
Parks and Recreation

[859-288-2918](tel:859-288-2918) office
[859-533-4420](tel:859-533-4420) cell
lexingtonky.gov

From: Michelle (Olup) Kosieniak <michello@lexingtonky.gov>
Sent: Friday, December 19, 2025 2:10 PM
To: Jeffrey Nalley <jonalley@lexingtonky.gov>
Subject: Fw: Gresham Smith November Services: Kelley's Landing Parking

Did you want me to review/process for payment or have you been doing these? (I can't recall...)

Michelle Kosieniak, RLA

She | Her | Hers

Superintendent of Planning & Design

Parks & Recreation

859.288.2982 office

859.489.9759 cell

lexingtonky.gov



1775 - 2025

From: Chris Gary <chris.gary@greshamsmith.com>
Sent: Monday, December 15, 2025 3:20 PM
To: Michelle (Olup) Kosieniak <michello@lexingtonky.gov>
Cc: Erin Masterson <erin.masterson@greshamsmith.com>
Subject: Gresham Smith November Services: Kelley's Landing Parking

[EXTERNAL] Use caution before clicking links and/or opening attachments.

We at Gresham Smith truly appreciate your business, and we're grateful for the trust you've placed in us.

Attached is our invoice for **November 2025** services for the LFUCG – Kelley's Landing Parking Study project.

Please contact Erin Masterson at erin.masterson@greshamsmith.com or 859.422.1960 with any questions regarding this invoice.

We look forward to serving you in the future.

Christine Huninghake
Senior Administrative Assistant
D: 502.627.8940
M: 502.445.2023

Gresham Smith
111 West Main Street, Suite 201
Louisville, KY 40202
GreshamSmith.com

This E-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain proprietary, legally privileged, confidential or copyrighted information belonging to the sender. If you are not the intended recipient of this E-mail, you are hereby notified that any use of, reliance on, disclosure, dissemination, distribution or copying of the contents of this email, and any attachments thereto, in whole or in part, is strictly prohibited. If you have received this E-mail in error, please immediately notify me by phone or by return E-mail and permanently delete the original and any copy of any E-mail and any printout thereof. Mail delivered by Gresham Smith mail system.

This E-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain proprietary, legally privileged, confidential or copyrighted information belonging to the sender. If you are not the intended recipient of this E-mail, you are hereby notified that any use of, reliance on, disclosure, dissemination, distribution or copying of the contents of this email, and any attachments thereto, in whole or in part, is strictly prohibited. If you have received this E-mail in error, please immediately notify me by phone or by return E-mail and permanently delete the original and any copy of any E-mail and any printout thereof. Mail delivered by Gresham Smith mail system.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0107-26

File ID: 0107-26

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Waste Management

File Created: 02/03/2026

File Name: Dumpster Purchase

Final Action:

Title: Authorization to execute the necessary documents with Wastequip Manufacturing Company LLC dba Wastequip to procure dumpster units pursuant to Sourcewell contract 010825-WQI. At a cost of \$33,845.66. Funds are budgeted. (L107-26)(Baldon/Albright)

Notes:

Sponsors:

Enactment Date:

Attachments: BS Wastequip Dumpster Purchase, WQ-10370222, 107-26 wastequip 4903-4264-0526 v.1.doc

Enactment Number:

Deed #:

Hearing Date:

Drafter: Mason Coffey

Effective Date:

History of Legislative File

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

Text of Legislative File 0107-26

Title

Authorization to execute the necessary documents with Wastequip Manufacturing Company LLC dba Wastequip to procure dumpster units pursuant to Sourcewell contract 010825-WQI. At a cost of \$33,845.66. Funds are budgeted. (L107-26)(Baldon/Albright)

Summary

Authorization to execute the necessary documents with Wastequip Manufacturing Company LLC dba Wastequip to procure dumpster units pursuant to Sourcewell contract 010825-WQI. At a cost of \$33,845.66. Funds are budgeted. (L107-26)(Baldon/Albright)

Budgetary Implications [select]: Yes/**NO**

Advance Document Review:

Law: { Select **Yes/No**, Completed by [Michael Sanner, 2/2/2026]}

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

Fully Budgeted [select]: **Yes/No/Partial**

Account Number: 1115-303503-3532-96455

This Fiscal Year Impact: \$33,845.66

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance: \$115,967.26



MEMORANDUM

TO: Mayor Linda Gorton
Urban County Council

FROM: 
Antonio Baldon, Director
Division of Waste Management

DATE: January 20, 2025

SUBJECT: Dumpster Units for LFUCG Facilities and Recycling Drop-Off Program

Request: Council authorization to approve purchase agreement with Wastequip for dumpster units, pursuant to Sourcewell contract 010825-WQI.

Why are you requesting? The Division of Waste Management will purchase and provide dumpsters to other LFUCG facilities to improve efficiency across the city. Some of these units will be used to expand Lexington's Recycling Drop-off program. There are currently four of these drop-off locations.

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

The cost for this FY is: **\$33,845.66**

The cost for future FY is: **N/A**

Are the funds budgeted? Yes

Account Number: 1115-303503-3532-96455

cc: Nancy Albright, Commissioner- EQPW





395 South Main Street, Eagleville, TN, 37060

PHONE: 800-643-8713 FAX: 615-274-2636

WQ-10370222

Sourcewell

Awarded Contract

Contract #010825-WQI

Sell To:

Contact Name	James Brown	Ship To Name	Lexington - Fayette Urban County Government
Bill To Name	Lexington - Fayette Urban County Government	Ship To	1793 Liberty Rd
Bill To	200 E Main St Rm 338 Lexington, KY 40507 USA	Quick Ship	<input type="checkbox"/>
Email	sbrown@lexingtonky.gov		
Phone	(859) 258-3320		
Mobile	(859) 425-2255		

Quote Information

Salesperson	Liz Bauer	Expiration Date	1/19/2026
Salesperson Email	lbauer@wastequip.com	Quote Number	WQ-10370222
Salesperson Phone	(980)300-6691		Please Reference Quote Number on all Purchase Orders

Product	Product Description	Description	Quantity	Sales Price	Total Price
Container - TN - 154439	20 Cubic Yard Standard Duty Rectangular Roll Off Container 22' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6" x 2" x 3/16" Structural Tubing Main Rails, Walls: 12 gauge with side columns on 36" centers and 3" x 4" x 11 gauge Top Rails, Primed and Painted any Standard Color	GRY1039	2.00	\$4,914.00	\$9,828.00
Container - TN - 134029	30 Cubic Yard Standard Duty Rectangular Roll Off Container 22' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6" x 2" x 3/16" Structural Tubing Main Rails, Walls: 12 gauge with side columns on 36" centers and 3" x 4" x 11 gauge Top Rails, Primed and Painted any Standard Color	GRY1039	2.00	\$5,334.00	\$10,668.00
Container - TN - 125537	8 Cubic Yard Standard Duty Flat Front Load Container - Floor: 10 gauge, Walls: 12 gauge with Horizontal V-Crimps for Added Strength, Doors: (2) 30"x 30" Sliding, Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Bottom Runners: 2 1/2" Tall Formed, Primed and Painted Any Standard Color	GRY1039	10.00	\$1,046.00	\$10,460.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$30,956.00
Shipping Terms	FOB Origin	Shipping	\$2,889.66
		Tax	\$0.00
		Grand Total	\$33,845.66

Special Instructions

Special Instructions Customers are responsible for offloading, forklifts are highly recommended.

Additional Information



395 South Main Street, Eagleville, TN, 37060

PHONE: 800-643-8713 FAX: 615-274-2636

WQ-10370222



Awarded Contract

Contract #010825-WQI

Special Contract Information

Sourcewell-Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip Manufacturing Company LLC (#010825-WQI, eff. 05/29/2025) and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

RESOLUTION NO. ____-2026

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE NECESSARY DOCUMENTS WITH WASTEQUIP MANUFACTURING COMPANY LLC., FOR DUMPSTER UNITS AT A COST NOT TO EXCEED \$33,845.66.

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 and directed to execute the necessary documents, which are attached hereto and incorporated herein by reference, with Wastequip Manufacturing Company LLC., for dumpster units.

Section 2 - That an amount, not to exceed the sum of \$33,845.66, be and hereby is approved for payment to Wastequip Manufacturing Company LLC., from account #1115-303503-96455.

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

0107-26:MRS: 4903-4264-0526, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0108-26

File ID: 0108-26

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Waste Management

File Created: 02/04/2026

File Name: Aluminum Container Study at MRF

Final Action:

Title: Authorization to approve a project services agreement with EverestLabs to participate in a national study on aluminum container capture rates at Materials Recovery Facilities. No budgetary impact. (L0108-26) (Baldon/Albright)

Notes:

Sponsors:

Enactment Date:

Attachments: BS Closed Loop Aluminum Study 2.3.2026, Service Agreement UBC Project Lexington Signed, RESO 0108-26 Aluminum Container Study at MRF 4922-5211-1759 v.1.docx

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 0108-26

Title

Authorization to approve a project services agreement with EverestLabs to participate in a national study on aluminum container capture rates at Materials Recovery Facilities. No budgetary impact. (L0108-26) (Baldon/Albright)

Summary

Authorization to approve a project services agreement with EverestLabs to participate in a national study on aluminum container capture rates at Materials Recovery Facilities. No budgetary impact. (L0108-26) (Baldon/Albright)

Budgetary Implications [select]: Yes/**NO**

Advance Document Review:

Law: { Select **Yes/No**, Completed by [Todd Henning, 1/28/2026]}

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

Fully Budgeted [select]: **Yes**/No/Partial

Account Number:

This Fiscal Year Impact: N/A

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance:



MEMORANDUM

TO: Mayor Linda Gorton
Urban County Council

FROM: 
Antonio Baldon, Director
Division of Waste Management

DATE: February 3, 2026

SUBJECT: Aluminum Container Study with EverestLabs

Request: Council authorization to approve project services agreement with EverestLabs to participate in a national study on aluminum container capture rates at Materials Recovery Facilities ("MRFs").

Why are you requesting? The Division of Waste Management's Materials Recovery Facility will participate in a study on aluminum containers passing through the facility. EverestLabs will install ai-assisted cameras at the MRF and train their software to identify aluminum containers. This study will provide valuable data about the MRF's collection of aluminum containers. The duration of the study will be four months following the installation of the necessary equipment and software.

What is the cost this budget year and future budget years?
The cost for this FY is: **N/A**
The cost for future FY is: **N/A**

Are the funds budgeted?

Account Number:

cc: Nancy Albright, Commissioner- EQPW



Project Services Agreement

1. The terms and conditions set forth in this Services Agreement (SA) shall govern all Equipment and Services provided by, and Software licensed from EverestLabs (referred herein as "Company") to Lexington-Fayette Urban County Government or LFUCG (referred herein as "Customer") for the service duration listed below. The terms and conditions of this SA (including any terms referenced herein) shall constitute the full agreement of the parties.
 - List of Equipment and Services Provided:
 - i. Vision system hardware
 - ii. Compute panel hardware
 - iii. RecycleOS data platform access
 - iv. Implementation support outlined in section 3
 - Service Duration from Date of Installation: 4 Months
2. **License Agreement: Click-Through Terms.** Terms and conditions set forth at the following url: <https://www.everestlabs.ai/license-agreement> and referenced in Appendix A of this agreement, and the terms herein shall govern Customer's use of any Software. Customer acknowledges that any Software provided by Company as part of any use of Equipment, or otherwise embedded, included or accompany the Equipment, is licensed to Customer for its internal use solely for the duration of the service. Following the expiration of the service, at Company's election, the Software shall either be erased or removed from any Equipment. In addition, the click-through terms when accessing Company's Services are hereby incorporated herein by this reference, and in addition to these terms, govern Customer's use of the Services.
3. **Implementation of Equipment.** Customer shall be solely responsible for the preparation of the designated site (i.e. electrical, networking, mounting or structural modifications) and for the installation and implementation of the Equipment. Company shall provide implementation support to Customer, which will involve attendance of a Company employee during the dates agreed upon by the parties to act as a subject matter expert during Customer's installation and implementation of the Equipment.
4. **Recordings.** Customer understands and agrees that each element, component, or unit of Equipment includes one or more video cameras that may automatically activate and record images or moving video of its surroundings in the event a person attempts to gain unauthorized access to or otherwise interfere with such Equipment or portion thereof. Customer hereby consents to such recordings and the transmission of such recordings to Company, as well as to Company's use thereof for Company's internal business purposes related to enforcement of the provisions hereof or for law enforcement purposes. Customer agrees to post one or more appropriate notices, compliant with applicable law, conspicuously notifying persons in proximity to each element, component, or unit of Equipment of this recording feature and the use of such recordings by Company. Company shall not be liable, financially or otherwise, to Customer or to any third party for use of such recordings in accordance with this Section, or in accordance with applicable law.
5. **Term; Termination.** Unless earlier terminated pursuant to the provisions of this "SA", this Agreement shall continue until the expiration or termination of the service. In the event of any breach by Customer that has not been cured within 30 days of receipt of Company's notice thereof, Company shall have the right to terminate this agreement. In

the event of such early termination, Company shall have a right to take possession of, or render unusable, any Equipment, and uninstall or render inoperable any Software in any Equipment wherever it may be located, without demand or notice, without any court order or other process of law, and without liability to Customer for any damages occasioned or alleged to have been occasioned by such action.

6. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF COMPANY AND ITS LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS UNDER OR IN CONNECTION WITH THE "SA", OR THEIR SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED \$2,000,000. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT OR THEIR SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (c) COST OF REPLACEMENT GOODS OR SERVICES; (d) LOSS OF GOODWILL OR REPUTATION; OR (e) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
7. **Confidential Information.** In connection with the "SA", each party (the "Disclosing Party") may disclose or make available Confidential Information to the other party (the "Receiving Party"). "Confidential Information" means information, data, or materials, in any form or medium (whether oral, written, electronic, or other), that the Disclosing Party reasonably considers confidential in nature including, without limitation, information, data, or materials consisting of or relating to, or comprising, the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case marked, designated or otherwise identified as "confidential." Without limiting the foregoing all Software and Collected Data is the Confidential Information of Company. Confidential Information does not include information, data, or materials that the Receiving Party can demonstrate by written or other documentary records: (i) was rightfully known to the Receiving Party without restriction on use or disclosure prior to it being disclosed or made available to the Receiving Party in connection with the "SA"; (ii) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' non-compliance with this Agreement; (iii) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (iv) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party. As a condition to being provided with any disclosure of or access to

Confidential Information, the Receiving Party shall: (a) perform its obligations under and in accordance with the "SA"; (b) except as may be permitted by and subject to its compliance with this Agreement, not disclose or permit access to Confidential Information other than to its employees (and with respect to Company to its licensors, manufacturers and service providers) who: (1) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with the Agreement; (2) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under the "SA"; and (3) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section; (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and (d) ensure its representatives' compliance with and be responsible and liable for any of the foregoing's noncompliance with, the terms of this Section. The Receiving Party's obligations under this Section survive for a period of 5 years from termination or expiration or the longest amount of time permitted per applicable law, whichever is less; provided, however, with respect to any Confidential Information that constitutes a trade secret under applicable law, the obligations under this Section will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under such applicable law other than as a result of any act or omission of the Receiving Party or any of its Representatives. The Receiving Party shall be responsible for any breach of or non-compliance with this Section by any of its Representatives.

8. **Governing Law; Venue.**

This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Venue for any action or proceeding arising under this Agreement shall be in a court of competent jurisdiction in Fayette County, Kentucky.

9. **Force Majeure.** No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached the "SA", for any failure or delay in fulfilling or performing any term of the "SA" (except for Customer's obligation to make payments to the Company under the "SA"), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of the Agreement; (f) action by any Governmental Authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (i) shortage of adequate power or transportation facilities (each a "Force Majeure Event"). The party suffering a Force Majeure Event shall give Notice within 15 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to mitigate the impact of such Force Majeure Event on its performance of the Agreement.

10. **IP Rights.** Except for the limited rights provided in this "SA", all other rights with respect to the Equipment and the Services shall be retained by Company or its manufacturers or licensors. Customer is only acquiring the limited right to use or access the Software and the Services, subject to the terms of this "SA". Company retains ownership of all data gathered by the Hardware, Services and Software (including images or video captured,

input/output data and other diagnostic information) and all intellectual property rights therein. The Company will provide this data to The Center for the Circular Economy, LLC, who has the right to use the data to (a) Analyze opportunities to improve UBC capture at Company facility and communicate findings to Company, and (b) Support public reporting on opportunities to improve UBC capture at MRFs, provided the data is anonymized and aggregated. The Company can provide this data to third parties other than The Center for Circular Economy, LLC only with written permission from the Customer and for specific purposes agreed upon in writing by both the Company and Customer.

11. **Privacy Policy.** Customer understands and acknowledges that to the extent it provides Company with any personal data, such information shall be subject to the terms of the Company's privacy policy as made available to Customer and subject to periodic updates. The Company shall be solely responsible for obtaining all necessary consents or other approvals in connection with personal data provided to the Company.

12. **Miscellaneous.** This "SA", including and together with the License Agreement, and all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. No amendment to or rescission, termination, or discharge of the "SA" is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of the "SA" and signed by an authorized representative of each party to the "SA". If any term or provision of this "SA" is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision of the "SA" or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify the "SA" so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. Nothing herein creates a joint venture or partnership between the parties to the "SA" or an employee/employer relationship. The Company is an independent contractor pursuant to the "SA". The terms of Sections 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, and 12 of this "SA" shall survive any termination or expiration of this "SA".

APPENDIX A: LICENSE AGREEMENT

1. License.

1.1. License Grants and Assignment. (a) Subject to the terms and conditions of this License Agreement, the Company hereby grants to Customer, Customer's Sublessees, and its and their Authorized Users during the Term a non-exclusive, irrevocable (except as otherwise set forth in this License Agreement), non-transferable (except as set forth in Section 16.7), and non-sublicensable license to use (as set forth in Section 2.2) the Software for the Permitted Use. (b) The Customer understands that in the course of normal operation of the Equipment, the Equipment and/or its Software collects certain data, information, video, visual content, and other feedback that either the Equipment and/or its Software uses to improve such Equipment and/or its Software ("Equipment-Created Modification"), or which the Equipment stores or otherwise transmits or uploads to the Company ("Collected Data"). Customer agrees that, to the fullest extent permitted per applicable Laws, all rights, title, and interests in and to the Equipment-Created Modifications and Collected Data shall be owned by Company and Customer hereby assigns, transfers, and conveys to Company, automatically and irrevocably, for no additional consideration, all rights, title, and interests including, without limitation, Intellectual Property Rights, in and to the Equipment-Created Modifications and/or Collected Data to Company immediately upon its collection or coming into existence. In the event the foregoing assignment is unenforceable, void, or invalid for any reason, Customer hereby grants to the Company a perpetual, non-exclusive, royalty-free, irrevocable, worldwide, fully transferable, fully sublicensable license to use, install, execute, run, copy, distribute, perform, display, modify, make derivative works of, advertise, market, promote, offer for sale, sell, rent, lease, license, transfer, export, import, make, have made, manufacture, and/or otherwise exploit such Collected Data and Equipment-Created Modifications for any reason or no reason including, without limitation, for purposes of improving and modifying the Software and/or the Equipment.

1.2. Scope of Licensed Access and Use. The Customer understands and agrees that the term "use" in the license grant in Section 2.1(a) means the right and license to do each of the following for or in connection with the Permitted Use (and subject to the terms and conditions of this License Agreement):

(a) execute, and run one copy of the Software on the Computer Equipment provided by Company for use by the Customer, its Sublessees and its and their Authorized Users solely in connection with and in the course of the operation of the Items of Equipment; and

(b) copy, internally display, and internally distribute copies of the Resultant Analyses for internal business purposes (and in no event for commercial purposes). The Customer understands and agrees that the Software will be stored on and run from the Computer Equipment provide by Company, which Computer Equipment shall be equipped with access control software or other features that permit access thereto solely by the Company. Customer shall have no, and "use" as set forth in Section 2.1(a) shall not include, the right to access the Computer Equipment or to run, copy, or execute the Software contained thereon directly via the Computer Equipment;

rather, the Software will be executed by the Items of Equipment in the normal course of operation.

1.3. Third Party Licenses. The Customer understands and agrees that the Software may contain or include software that is licensed to Company from one or more third parties (“Third Party Software”) including, without limitation, Open Source Components. The Customer understands and agrees that, in addition to the terms and conditions in this License Agreement, the Customer’s (and its Sublessees’ and its and their Authorized Users’) use of such Software shall be governed by, and subject to, the terms and conditions of the applicable third party licenses for such Third Party Software (“Third Party Licenses”). The additional terms governing such Third Party Licenses will be provided by Company within 10 Business Days upon request by Customer and such terms and conditions may be subject to change from time to time during the Term. Company will use commercially reasonable efforts to notify Customer of any change in the applicable terms and conditions of the Third Party Licenses prior to such change coming into effect. However, it is Customer’s responsibility to check the website from time to time to ensure its compliance with the Third Party Licenses.

1.4. Terms of Use. The Parties understand and agree that this License Agreement does not govern any software-as-a-service that may be made available to Customer from Company accessible via a web browser that, among other things, provides the Customer with a dashboard of information concerning the Equipment and the Customer’s use or operation thereof (the “SaaS Services”). The Customer’s (and its Authorized Users’) rights, duties, and obligations with respect to such SaaS Services are set forth in Company’s Terms of Use which will be made available by Company in connection with the SaaS Services, and which may be modified or updated from time to time as set forth therein. The Customer agrees to be bound by such Terms of Use to the extent it uses the SaaS Services.

2. License Restrictions.

(a) Except as expressly permitted by this Agreement or any Third Party Licenses, or the extent the following restrictions are prohibited per applicable Laws, Customer shall not, and shall not permit others to:

(i) access, copy, modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of the Software;

(ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Software available, in whole or in part, to any third party, including by merger, acquisition, operation of law, sale of equity securities representing a majority of the voting power of Customer’s voting securities or similar transaction; or

(iii) reverse engineer, disassemble, decompile, decode, or adapt the Software, or otherwise attempt to derive or gain access to the Source Code of the Software, in whole or in part.

(b) Customer understands and agrees that, except as may be set forth in the Third Party Licenses, nothing in this License Agreement grants to Customer any right, title, or interest in and to the Source Code of the Software, the rights in which are expressly reserved by Company.

3. Delivery and Installation.

3.1. Delivery and Installation. Company shall install the Software onto the Computer Equipment on or prior to the installation of the Items of Equipment. Customer will provide all necessary cooperation and assistance requested by Company.

3.2. Installation of Company Systems; No Interference. Customer understands and agrees that in order to ensure proper operation of the Computer Equipment and, by extension, the Items of Equipment, the Computer Equipment must have access to and be connected to the internet via an appropriate internet connection. During the term, Company shall procure and maintain, at its cost and expense, equipment that the Company deems, in its sole discretion, reasonable to connect the Computer Equipment to the internet (the Computer Equipment, together with such other computer or network equipment provided by or on behalf of Company is referred to herein as the “Company Systems”). Customer agrees that at all times all rights, title, and interests in and to the Company Systems shall be owned by Company or its third party service providers and Customer shall have no right, title, or interest in and to such Company Systems. Customer shall not interfere with the Company Systems in any manner, nor shall Customer attempt to gain access to the Company Systems or otherwise connect to the internet via any device via the Customer Systems. Upon the expiration or termination of this License Agreement for any reason, Customer shall return to Company all Company Systems and/or otherwise permit or allow Company or its authorized representatives to access Customer’s facilities and remove the Company Systems. Customer shall take no action to encumber in any manner the Company Systems.

4. Professional Services.

4.1. Custom Software. The Customer understands and agrees that, unless otherwise mutually agreed upon by the Parties in writing pursuant to a separate Professional Services Agreement, the Company shall not be required to provide the Customer with any modified, altered, or custom Software (“Custom Software”). In the event the Customer desires Custom Software for use with the Equipment, the terms and conditions concerning such development, customization, and other professional services to be provided by Company in connection with the creation or development of such Custom Software (“Professional Services”) will be set forth in a mutually agreed upon Professional Services Agreement, provided, however, that upon its creation and delivery to Customer, the Custom Software shall be deemed Software for purposes of this License Agreement. As between the parties, all rights, title, and interests including, without limitation, Intellectual Property Rights, in and to the Custom Software shall be owned by Company and Customer hereby assigns, transfers, and conveys to Company automatically and irrevocably, all rights, title, and interests including, without limitation, all Intellectual Property Rights in and to such Custom Software for no additional consideration immediately upon its coming into existence. In the event the foregoing assignment is unenforceable, void, or invalid, Customer hereby grants to the Company a perpetual, non-exclusive, royalty-free, irrevocable, worldwide,

fully transferable, fully sublicensable license to use, install, execute, run, copy, distribute, perform, display, modify, make derivative works of, advertise, market, promote, offer for sale, sell, rent, lease, license, transfer, export, import, make, have made, manufacture, and/or otherwise exploit such Custom Software for any reason or no reason including, without limitation, for purposes of improving and modifying the Software and/or the Equipment.

5. Customer Feedback, Customer Data, and Resultant Analyses.

5.1. Customer Feedback. In the event Customer (or its Sublessees or its or their Authorized Users) provide Company or its authorized representatives with any feedback, ideas, improvements, modifications, content, discoveries, inventions or other information, data, content, or materials intended to improve the Equipment or the Software (“Customer Feedback”), Customer hereby assigns, transfers, and conveys to Company automatically and irrevocably, all rights, title, and interests including, without limitation, all Intellectual Property Rights in and to such Customer Feedback for no additional consideration. Customer shall obtain appropriate assignments from its Sublessees and its and their Authorized Users. In the event the foregoing assignment is unenforceable, void, or invalid, Customer hereby grants to the Company a perpetual, non-exclusive, royalty-free, irrevocable, worldwide, fully transferable, fully sublicensable license to use, install, execute, run, copy, distribute, perform, display, modify, make derivative works of, advertise, market, promote, offer for sale, sell, rent, lease, license, transfer, export, import, make, have made, manufacture, and/or otherwise exploit such Feedback for any reason or no reason including, without limitation, for purposes of improving and modifying the Software and/or the Equipment. Notwithstanding the foregoing, Feedback expressly excludes Customer Data.

5.2. Customer Data. The Parties understand and agree that in connection with this License Agreement or the Agreements, the Customer may provide the Company with information, data, or materials (including Confidential Information or trade secrets) concerning the operation of the Customer’s business that is in existence prior to the Effective Date or independently created by the Customer outside the scope of this License Agreement or the Agreements (“Customer Data”). Customer shall retain all rights, title, and interests in and to such Customer Data; provided, however, that Customer hereby grants to Company a perpetual, non-exclusive, royalty-free, irrevocable, worldwide, fully transferable, fully sublicensable license to use, install, execute, run, copy, distribute, perform, display, modify, make derivative works of, advertise, market, promote, offer for sale, sell, rent, lease, license, transfer, export, import, make, have made, manufacture, and/or otherwise exploit such Customer Data for purposes of improving and modifying the Software and/or the Equipment and as needed to fully exploit such improvements or modifications.

5.3. Resultant Analyses and Reports. From time to time during the Term, the Company may make available to Customer certain data, information, documents, reports, or analyses concerning the Customer’s or its Sublessees’ use or operation of the Software or Equipment, which may or may not be created via the Software (“Resultant Analyses”). Company shall own all rights, title, and interests including, without limitation, all Intellectual Property Rights in and to the Resultant Analyses and Customer hereby assigns, transfers, and conveys to Company any and all rights, title, and interests including, without limitation, all Intellectual Property Rights,

in and to such Resultant Analyses automatically and irrevocably upon their coming into existence for no additional consideration.

6. Maintenance Releases; New Versions. During the Performance Period and Extended Performance Period and as part of the Support Services, the Company may provide Customer and its Sublessees with Maintenance Releases and/or New Versions as set forth in the Support Services Agreement.

7. Section seven is intentionally left blank.

8. Confidentiality. The Parties agree that the confidentiality obligations, terms, and conditions set forth in the Services Agreement are incorporated herein and shall apply with equal force to this License Agreement. Without limiting the foregoing all Software, Collected Data, and Feedback is the Confidential Information of Company.

9. Intellectual Property Rights.

9.1. Ownership Rights in Software. Subject to the rights and licenses granted by the Company in this Agreement, and the provisions of Section 11.2:

(a) The Company and its licensors, if any, reserve and retain their entire right, title, and interest in and to all Intellectual Property Rights arising out of or relating to the Software (including, without limitation, the Custom Software), the Collected Data, Resultant Analyses, and any and all Work Product; and

(b) None of the Customer, Sublessees or Authorized Users acquire any ownership of Intellectual Property Rights in or to any of the foregoing as a result of this License Agreement or otherwise.

9.2. Rights in Third Party Software. Notwithstanding anything to the contrary in this Agreement, the ownership of all Intellectual Property Rights in Third Party Software remains with the respective owners thereof.

10. Representations and Warranties.

10.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is a duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into, and to perform its obligations and grant the rights and licenses it grants or is required to grant under, the Agreements; (c) the execution of the Agreements by its representative whose signature is set forth at the end of the Agreements has been duly authorized by all necessary corporate or organizational action of such Party; and (d) when executed and delivered by both Parties, the Agreements will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10.2. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE AGREEMENTS, EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER

EXPRESS, IMPLIED, STATUTORY, ORAL OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY WARRANTY THAT CUSTOMER WILL ACHIEVE ANY PARTICULAR RETURN ON INVESTMENT WITH RESPECT TO THE AGREEMENTS OR ANY SUBJECT MATTER HEREOF. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY RESULTS OBTAINED FROM USING THE SOFTWARE. THE COMPANY DOES NOT WARRANT THAT THE OPERATION OR OTHER USE OF THE SOFTWARE OR THE EQUIPMENT WILL BE UNINTERRUPTED OR ERROR FREE OR WILL NOT CAUSE DAMAGE OR DISRUPTION TO CUSTOMER'S DATA, EQUIPMENT, COMPUTERS OR NETWORKS. WITHOUT LIMITING THE FOREGOING, THE COMPANY WILL HAVE NO LIABILITY ARISING FROM ANY SECURITY INCIDENT OR DATA LOSS THAT WOULD HAVE BEEN PREVENTED IF CUSTOMER HAD COMPLIED WITH ITS DUTIES OR OBLIGATIONS UNDER THE AGREEMENTS. No third party, including any employee, partner, distributor or agent of the Company or sales agents is authorized to give any representations, warranties or covenants greater or different than those contained in the Agreements with respect to any Software or Support Services, except as specifically set forth in a written agreement signed on behalf of the Company and Customer, each by an authorized officer.

11. Indemnification. The indemnification rights and obligations set forth in the Services Agreement shall apply with equal force to this License Agreement.

12. Mitigation; Limitations of Liability. The terms and conditions set forth in Article XVIII of the Services Agreement are hereby incorporated by reference.

13. Termination.

13.1. Term and Termination. Unless earlier terminated as set forth in the Agreements, this License Agreement is effective as of the Effective Agreement and shall continue in force during the Term (as defined in the Services Agreement). In addition to any other express termination right set forth elsewhere in this License Agreement or in the Agreements:

(a) either Party may terminate this License Agreement, effective on written notice to the other party, if the other Party materially breaches this License Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(b) this License Agreement and the Support Services Agreement shall automatically and immediately terminate upon termination of the Services Agreement for any reason. 13.2. Effect of Expiration or Termination. Upon termination or expiration of this License Agreement for any reason, all licenses granted hereunder that are not perpetual in nature shall automatically and immediately be revoked and, except to the extent it is licensed to Company pursuant to Section 6.2 or otherwise hereunder or pursuant to the Agreements, in which case the confidentiality obligations concerning such Confidential Information shall continue, the Receiving Party shall: (i) return to the Disclosing Party all documents and tangible materials containing, reflecting, incorporating or based on the Disclosing Party's Confidential Information; and (ii) permanently

erase the Disclosing Party's Confidential Information from its computer systems, except, in each case, to the extent that the Receiving Party requires or will require such Confidential Information to exercise any of its surviving rights or to perform any of its surviving obligations under the Agreements; (iii) permanently erase the Disclosing Party's Confidential Information from its computer systems; and (iv) certify in writing to the Disclosing Party that it has complied with the requirements of this Section 15.2.

13.3. Survival. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 9, Section 10, Section 11, Section 12, Section 13, Section 14, Section 16, Section 15.2, and this Section 15.3.

14. Miscellaneous. 14.1. UCITA Not Applicable. To the fullest extent permitted per applicable Law, the Uniform Computer Information Transactions Act and any state law based thereon or enacting same is not applicable to the subject matter of this License Agreement or the Software licensed by Company hereunder.

Company: NYPIT, Inc. (dba EverestLabs)
Signed By: Apurba Pradhan
Title: VP Product
Date: January 20th 2026

A handwritten signature in black ink, appearing to be 'Apurba Pradhan', written in a cursive style.

Signature:

Company:
Signed By:
Title:
Date:
Signature

RESOLUTION NO. _____ – 2026

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PROJECT SERVICES AGREEMENT WITH EVERESTLABS, TO PARTICIPATE IN A NATIONAL STUDY ON ALUMINUM CONTAINER CAPTURE RATES, FOR THE DIVISION OF WASTE MANAGEMENT, AT NO COST TO THE GOVERNMENT.

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 and directed to execute the project services agreement, which is attached hereto and incorporated herein by reference, with EverestLabs, to participate in a national study on aluminum container capture rates, for the Division of Waste Management.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF THE URBAN COUNTY COUNCIL



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0109-26

File ID: 0109-26

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Fire and
Emergency
Services

File Created: 02/04/2026

File Name: Atlantic Emergency Solutions Purchase Agreement
2026

Final Action:

Title: Authorization to enter into a purchase agreement with Atlantic Emergency Solutions, Inc. (Sourcewell Contract #082025-PMI) for (1) Custom Pierce Enforcer Heavy Duty Rescue at a cost not to exceed \$1,960,731.00. Funds are budgeted. (L0109-26) (Wells/Armstrong)

Notes:

Sponsors:

Enactment Date:

Attachments: Atlantic Emergency Solutions contract_022026,
Atlantic Emergency Solutions Purchase Agreement
Heavy Rescue_022026, LEXINGTON - Sourcewell
Pricing Worksheet 2.06.2026

Enactment Number:

Deed #:

Hearing Date:

Drafter: Tammy James

Effective Date:

History of Legislative File

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

Text of Legislative File 0109-26

Title

Authorization to enter into a purchase agreement with Atlantic Emergency Solutions, Inc. . (Sourcewell Contract #082025-PMI) for (1) Custom Pierce Enforcer Heavy Duty Rescue at a cost not to exceed \$1,960,731.00. Funds are budgeted. (L0109-26) (Wells/Armstrong)

Summary

Authorization to enter into a purchase agreement with Atlantic Emergency Solutions, Inc. . (Sourcewell Contract #082025-PMI) for (1) Custom Pierce Enforcer Heavy Duty Rescue at a cost not to exceed \$1,960,731.00. Funds are budgeted. (L0109-26) (Wells/Armstrong)

Budgetary Implications: YES

Advance Document Review:

Law: Yes, S. Jones

Risk Management: No

Fully Budgeted: yes

Account Number: 2025 1105 505707 5713 96957 - \$572,279.05

2026 1105 505707 5713 96957 - \$1,388,451.95

This Fiscal Year Impact: \$1,960,731.00

Annual Impact: \$1,960,731.00

Project: PSFI_HEAVYTRUCK

Activity: VEHICLE

Budget Reference: 2025, 2026

Current Balance: 2025 - \$572,279.05

2026 - \$2,458,222.00



This purchase agreement (together with all attachments referenced herein, collectively, the “Agreement”), made and entered into by and between Atlantic Emergency Solutions, Inc., a Virginia corporation (“Atlantic”), and **Lexington-Fayette Urban County Government**, (“Customer”) is effective on the last signature date set forth on the signature lines below (the “Effective Date”).

1. Purchase and Payment. Customer agrees to purchase and Atlantic agrees to sell to Customer the fire apparatus (and any associated equipment) furnished by Atlantic to Customer (hereinafter referred to, collectively, as the “Apparatus”) as more fully described in the specifications attached hereto as Exhibit A (the “Specifications”) and incorporated herein for the total purchase price not to exceed **\$1,960,731.00** USD (the “Purchase Price”). Payment shall be made as set forth on Exhibit A. In the event of a conflict between the Specifications and any request for proposal, request for bid, or other Customer provided or drafted documents, the Specifications shall control. The Purchase Price does not include any applicable state, local, and/or transit rates of sales and use tax. Any discount(s), whether implied or explicit, will be applied upon delivery, acceptance, and final invoicing of Apparatus.

2. Changes to Specifications. If, subsequent to the Effective Date of this Agreement: 1) the manufacturer of the Apparatus (or a manufacturer of a component therein) makes design and/or production changes, including, but not limited to future drivetrain upgrades (such as engine, transmission or axle upgrades) (“Manufacturer Modifications”); or 2) design or production changes are made to the Apparatus to comply with any applicable government regulation (such as the Federal Motor Vehicle Safety Standards or the Environmental Protection Agency Emissions Standards) or industry standards (such as those adopted by the National Fire Protection Association) (cumulatively referred to hereinafter as “Compliance Modifications”), and if there is an increase in costs to Atlantic as a result of Manufacturer Modifications or Compliance Modifications, the Purchase Price shall be automatically adjusted to reimburse Atlantic for said costs. Atlantic shall make reasonable efforts to advise the Customer of such changes within a reasonable time and provide documentation to support any changes in price to Customer upon request. In addition, Customer and Atlantic may agree to make changes to the Specifications, but any such changes must be by written change order signed by Customer and Atlantic (“Change Order”). However, in the case of Manufacturer Modifications or Compliance Modifications resulting in additional costs to Atlantic, Atlantic may execute Changes Orders without joinder of Customer, and any such Change Orders shall be binding on Customer. Atlantic shall not be liable to Customer for any delay in performance or delivery arising from any Change Order.

3. Persistent Inflationary Environment. If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (“PPI”) has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order (“Order Month”) and a month 14 months prior to the then predicted Ready For Pickup date (“Evaluation Month”), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. Atlantic will document any such updated price for the Customer’s approval before proceeding and provide an option to cancel the order.

4. Cancellation or Default by Customer. In the event that Customer cancels its order or otherwise breaches this Agreement by reason of non-payment or otherwise prior to delivery, Atlantic shall be permitted to retain possession and ownership of the Apparatus and shall not be obligated to deliver same to Customer. In addition, Atlantic and Customer agree that if such Customer breach were to occur, it would be difficult to determine actual damages to Atlantic. Customer acknowledges and agrees that: 1) the Apparatus is a unique and highly customized vehicle, made specifically for Customer; 2) Atlantic has invested a significant effort and incurred significant expense in the design and engineering of the Apparatus for Customer; and 3) due to its unique and customized nature, resale of the Apparatus will be difficult to a third-party without a significant loss to Atlantic. As a result, Atlantic and Customer agree that an amount equal to Thirty Percent (30%) of the Purchase Price (“Liquidated Damages”) is a reasonable estimate of the damages that would be incurred by Atlantic if a breach occurred in the future and shall be due and payable to Atlantic by Customer in the case of such a breach. Customer and Atlantic agree that this amount of Liquidated Damages is fair and reasonable and would not constitute a penalty to Customer. In the event of non-payment by Customer subsequent to delivery, Atlantic may recover full possession of the Apparatus by any lawful means, and shall be entitled to any additional damages sustained by Atlantic as a result of any diminution of value of the Apparatus resulting from use or damage thereto to the extent that such damages exceed the Liquidated Damages amount set forth above. Atlantic shall have and retain a purchase money security interest in the Apparatus to secure payment of the Purchase Price and all other sums owed by Customer to Atlantic. In the event of nonpayment by Customer of any debt, obligation or liability now or hereafter incurred or owing by Customer to Atlantic, Atlantic shall have and may exercise all rights and remedies of a secured party under the Uniform Commercial Code (UCC) Secured Transactions provisions as adopted by the Commonwealth of Kentucky. In addition, Atlantic

shall be entitled to recovery from Customer an amount equal to all of Atlantic's reasonable attorneys' fees and all costs of collection resulting from non-payment, breach or other non-performance hereunder by Customer.

5. Delivery, Inspection and Acceptance. (a) Delivery. It is estimated that the Apparatus shall be ready for delivery F.O.B. (AES's location of sale) within 42-45 months from the Effective Date of this Agreement, subject to delays caused by the Customer, delays caused by Change Order(s) or delays provided for in Paragraph ten (10) below. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible. Atlantic shall advise Customer when the Apparatus is ready for delivery to (or pick-up by) Customer. (b) Inspection and Acceptance. Upon delivery of possession of the Apparatus of Customer, Customer shall have fifteen (15) days within which to inspect the Apparatus for substantial conformance to the Specifications. In the event of substantial and material non-conformance to the Specifications, Customer shall furnish Atlantic with written notice sufficient to permit Atlantic to evaluate such non-conformance ("Notice of Defect") within said fifteen (15) day period. If the Apparatus is not in substantial and material conformance with the Specifications, any material and substantial defects shall be remedied by Atlantic within thirty (30) days from the Notice of Defect. In the event Atlantic does not receive a Notice of Defect within said fifteen (15) day period, the Apparatus shall be deemed to be in conformance with the Specifications and fully accepted by Customer.

6. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: 1) hand delivery; 2) registered, express, or certified mail, postage prepaid, return receipt requested; or 3) nationally-recognized commercial overnight courier.

Atlantic Emergency Solutions, Inc.
Director of Order Management
12351 Randolph Ridge Lane
Manassas, Virginia 20109

Customer
Lexington-Fayette Urban County Government
Lexington Fire Department
219 East Third Street
Lexington, Kentucky 40508

7. Warranty. Any applicable warranty or warranties are attached hereto as **Exhibit B** (collectively, the "Warranty") and made a part hereof. Any additional warranties must be expressly approved in writing by Atlantic.

8. Disclaimer of Additional Warranties. OTHER THAN AS EXPRESSLY SET FORTH IN PARAGRAPH SEVEN (7) ABOVE AND **EXHIBIT B** TO THIS AGREEMENT, ATLANTIC (AS WELL AS ITS SUPPLIERS), THEIR PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES MAKE NO WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE. FURTHERMORE, ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF QUALITY, IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. CUSTOMER FURTHER ACKNOWLEDGES THAT STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Exclusions of Incidental and Consequential Damages. IN NO EVENT SHALL ATLANTIC (OR ITS SUPPLIERS) BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES INCURRED BY CUSTOMER (INCLUDING, BUT NOT LIMITED TO LOSS OF USE AND/OR LOST PROFITS) AS A RESULT OF ANY BREACH OF THIS AGREEMENT, WHETHER ARISING UNDER THEORIES OF BREACH OF CONTRACT, STRICT LIABILITY, STATUTORY LIABILITY, BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE.

10. Force Majeure. Atlantic shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Atlantic's control which make Atlantic's performance impracticable, including but not limited to, wars (declared or not), terrorism, insurrections, strikes, riots, fires, hurricanes, storms, floods, earthquakes, other acts of nature, acts of God, explosions, accidents or mechanical breakdown, acts of sabotage or vandalism, any acts of government authority, delays or failures in transportation, inability to obtain necessary labor supplies, inability to utilize manufacturing facilities, regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates,

epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

11. Manufacturer’s Statement of Origin. It is agreed that the manufacturer’s statement of origin (“MSO”) for the Apparatus covered by this Agreement shall remain in the possession of Atlantic until the entire Purchase Price has been paid. If more than one Apparatus is covered by this Agreement, then the MSO for each individual Apparatus shall remain in the possession of Atlantic until the Purchase Price for that Apparatus has been paid in full.

12. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

13. Severability. If any provision, or part hereof, of this Agreement shall be declared invalid by judicial determination or legislative action, only such provision, or part thereof, so declared invalid shall be affected, and all other provisions not consistent therewith or directly dependent thereon shall remain in force and effect.

14. Governing Law; Waiver of Jury Trial; Jurisdiction. The law of the Commonwealth of Kentucky shall govern: (a) all claims or matters related to or arising from this Agreement; and (b) any questions concerning the construction, interpretation, validity and enforceability of this Agreement, and the performance of the obligations imposed by this Agreement, in each case without giving effect to any choice-of-law or conflict-of-law rules or provisions (whether of the Commonwealth of Kentucky or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the Commonwealth of Kentucky. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ALL RIGHTS TO TRAIL BY JURY IN ANY PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN THE PARTIES (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, CONNECTED WITH, OR RELATED OR INCIDENTAL TO THE AGREEMENT. Each of the parties submits to the exclusive jurisdiction of a court of competent jurisdiction in Fayette County, Kentucky, with respect to any litigation arising out of or relating to this Agreement and agrees that all claims in respect of any such litigation shall be heard and determined exclusively in such courts. Each party also agrees not to bring any litigation arising out of or relating to this Agreement in any other court.

15. Entire Agreement and Amendments. This Agreement constitutes the sole and only agreement between Atlantic and Customer relating to the Apparatus, and supersedes any prior understanding or written or oral agreements between the parties relating to the Apparatus. No amendment, modification or alteration of the terms hereof shall be binding unless the same is executed in writing, dated subsequent to the date hereof and duly executed by Atlantic and Customer.

16. Waiver. The waiver of any breach of any term or provision hereof by either party hereto shall not be considered a waiver of any other term or provision or of any other or later breach of this Agreement, regardless of the nature of such subsequent event or breach, unless such waiver is expressly stated in writing by an authorized representative of the waiving party.

17. Captions; Counterparts. The captions and paragraph numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor to in any way affect this Agreement or the interpretation or application thereof. This Agreement may be executed in duplicate counterparts which, when taken together, shall constitute one and the same Agreement.

Accepted and agreed to by:

ATLANTIC EMERGENCY SOLUTIONS, INC.

CUSTOMER: _____

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

**SPECIFICATIONS AND
PURCHASE DETAIL FORM**

Atlantic Emergency Solutions, Inc.
Director of Order Management
12351 Randolph Ridge Lane
Manassas, Virginia 20109

Date: December 31, 2025

Customer Name: Lexington-Fayette Urban County Government – Lexington Fire Department

Quantity	Chassis Type	Body Type	Price per Unit
1	Enforcer	Pumper	\$1,960,731.00
			\$
			\$
			\$
			\$

Payment Terms: If not sooner paid, the Purchase Price, plus Change Order(s) shall be due and payable in full upon delivery of notice to Customer that the Apparatus is available for delivery to (or pickup by) Customer. Except as specifically set forth in the attached Agreement or otherwise agreed to by Atlantic in writing, Atlantic shall not be obligated to release or deliver possession of the Apparatus to Customer until Atlantic has received payment in full of the Purchase Price plus any Change Order(s).

Prepay Discount: Prepay Discount is available if customer pays in full or for a portion of the apparatus.

- Payment within 90 days of execution of this contract provides a \$185,000.00 discount on the listed contract price, making the price of the apparatus **\$1,775,731.00**
- A performance bond will be issued, if not already required.

Other Terms:

- The listed contract price includes \$50,000.00 allowance for the customer to make changes, add items, or purchase equipment to be supplied with the apparatus.
- There is a price increase expected in February of 2026. If this contract is not fully executed prior to an increase, pricing will be adjusted.

Specifications: A complete copy of the applicable Specifications is attached hereto and incorporated herein by this reference.

Training Requirements: Safety and Orientation Training will be provided on three consecutive days for members of the department.

If any portion of the Purchase Price is to be made subsequent to delivery of the Apparatus to Customer and it is necessary for Customer to obtain third-party financing for said payment, Customer shall provide Atlantic proof of the availability of financing at the time of the execution of this Agreement. All taxes, excises and levies that Atlantic may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Apparatus sold by Atlantic to Customer shall be added to the Purchase Price and paid by Customer. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the Purchase Price will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge equal to one and one-half percent (1.5%) per month or, if such amount exceeds that permitted under the law, then the maximum lesser percentage amount which is permitted by law.

EXHIBIT B

WARRANTY

**(A complete copy of any and all applicable warranties is attached
hereto and incorporated herein by this reference.)**



TO: Mayor Linda Gorton
FROM: Jason G. Wells, Fire Chief
DATE: February 4, 2026
SUBJECT: Purchase Agreement with Atlantic Emergency Solutions

The Division of Fire and Emergency Services request authorization to enter into a purchase agreement with Atlantic Emergency Solutions, Inc. (Sourcewell Contract #082025-PMI) for (1) Custom Pierce Enforcer Heavy Duty Rescue at a cost not to exceed \$1,960,731.00.

Why are you requesting? The existing heavy rescue unit is nearing a stage in its service life where ongoing maintenance and ownership costs are no longer cost-effective.

Department needs this action completed because: This apparatus is unique within the department's fleet, it experiences high utilization and is critical to meeting specialized emergency response needs. Given the extended lead time associated with the design, construction, and delivery of a replacement unit, timely approval of this purchase is essential to maintain operational readiness and meet established service requirements.

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

The cost for this FY is: \$1,960,731.00
The cost for future FY is: N/A

Are the funds budgeted? Yes, funds are budgeted.

Account # 1105-505707-5713-96957 FY25 -\$572,279.05
#105-505707-5713-96957 FY26- \$1,388,451.95

File Number:

If there is a contract, please indicate the cancelation clause: Cancellation or Default by Customer. In the event that the Customer cancels its order or otherwise breaches this Agreement by reason of non-payment or otherwise prior to delivery, Atlantic shall be permitted to retain possession and ownership of the Apparatus and shall not be obligated to deliver same to Customer.

Director/Commissioner: Wells/Armstrong





CONTRACT PRICING WORKSHEET

Contract No. #082025-PMI	Date Prepared 2/10/2026
------------------------------------	----------------------------

Buying Agency: Lexington Fayette UCG	Dealer: Atlantic Emergency Solutions
Contact Person: Jason Wells	Sales Rep: Eric Colson
Member Number: 45743	Phone: 502-370-7954
Phone: 859-231-5660	Email: ecolson@atlanticemergency.com
Email: welljg@lexingtonky.gov	Pierce Bid #: 1810

Base Spec.

Sourcewell ID #	Description:	Sourcewell Price List Date	Published Contract Price
1810	Rescue - Walk In - Tandem 22.5'	2/6/2026	\$ 945,464.77

Removed Options from Base Spec.

Notes: (do not list options removed)	Before Discount Price
<i>If audited by Sourcewell be prepared to show detail.</i>	\$ 10,070.49
<i>With Pierce Discount (5.5%)</i>	\$ 9,516.61

Added Options to Base Spec.

Notes: (do not list options added)	Before Discount Price
<i>If audited by Sourcewell be prepared to show detail.</i>	\$ 971,939.51
<i>With Pierce Discount (5.5%)</i>	\$ 918,482.84

Qty	1	Subtotal (Base Spec+Added/Removed Options)	\$ 1,854,431.00
-----	----------	---	------------------------

Other Expenses

Description	Price
Dealer to furnish - Reports, Travel, Delivery, Prep, Training, Etc.	\$ 51,300.00
Customer Allowance	\$ 50,000.00
Performance Bond	\$ 5,000.00
Applicable State Fees (Tire Fee, etc.)	\$ -
Total Other Expenses	\$ 106,300.00

Discounts

Description	Price
100% Pre-Payment Discount	\$ -
Chassis Pre-Payment Discount	\$ -
Aerial Pre-Payment Discount	\$ -
Trade-In Value / Other Customer Adjustments	\$ -
Total Discount	\$ -

Total Purchase Price (matches customer PO)	\$ 1,960,731.00
---	------------------------



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0118-26

File ID: 0118-26

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special Programs

File Created: 02/06/2026

File Name: Request Council authorization to execute an amendment to the agreement with Arbor Youth Services, Inc. to move Emergency Solutions Grant funds in the amount of \$23,994 from case management to rapid rehousing and authorizing the Mayor to execute any other

Final Action:

Title: Authorization to execute a first amendment to the agreement with Arbor Youth Services, Inc. (Reso. 190-2025) to move Emergency Solutions Grant funds in the amount of \$23,994 from case management to rapid rehousing and to authorize the execution of any other agreements or amendments with Arbor Youth Services, Inc. related to the use of these funds. Funds are budgeted. (L0118-26) (Reynolds/Lanter)

Notes:

Sponsors:

Enactment Date:

Attachments: 26-Blue Sheet Amendment - Arbor RRH, BA 14104, First Amendment Arbor Youth Service RRH FY2025 ESG - Unsigned, FY25-Arbor Youth Services RRH Agreement - Fully Executed

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 0118-26

Title

Authorization to execute a first amendment to the agreement with Arbor Youth Services, Inc. (Reso. 190-2025) to move Emergency Solutions Grant funds in the amount of \$23,994 from case management to rapid rehousing and to authorize the execution of any other agreements or amendments with Arbor Youth Services, Inc. related to the use of these funds. Funds are budgeted. (L0118-26) (Reynolds/Lanter)

Summary

Authorization to execute a first amendment to the agreement with Arbor Youth Services, Inc. (Reso. 190-2025) to move Emergency Solutions Grant funds in the amount of \$23,994 from case management to rapid rehousing and to authorize the execution of any other agreements or amendments with Arbor Youth Services, Inc. related to the use of these funds. Funds are budgeted. (L0118-26) (Reynolds/Lanter)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by William Razor, 2/9/2026

Risk Management: N/A

Fully Budgeted: Yes, budget amendment is in process.

Account Number:

This Fiscal Year Impact: All funds were previously budgeted.

Annual Impact: \$0

Project: EMRG_SOL_2026

Activity: RAP_REHO

Budget Reference: 2026

Current Balance: BA in process



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

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

DATE: FEBRUARY 6, 2026

SUBJECT: Amendment to Agreement with Arbor Youth Services, Inc.

Request: Council authorization to execute an amendment to the agreement with Arbor Youth Services, Inc. to move Emergency Solutions Grant funds in the amount of \$23,994 from case management to rapid rehousing and authorizing the Mayor to execute any other agreements or amendments with Arbor Youth Services, Inc. related to the use of these funds.

Purpose of Request: On May 8, 2025 (Resolution 190-2025), Council authorized the submission of the 2025 Consolidated Plan and acceptance of the award for federal funds from the U.S. Department of Housing and Urban Development for the Community Development Block Grant Program in the amount of \$2,320,758, HOME Investment Partnerships Program in the amount of \$1,206,372.03 and Emergency Solutions Grants Program in the amount of \$205,743, and to authorize the execution of agreements with subrecipients in accordance with the approved plan allocation amounts for the Fiscal Year 2025.

Arbors Youth Services, Inc. was awarded \$73,913 for a Rapid Rehousing Program for youth between ages of 18 and 24 who are homeless or at risk of homelessness. A grant adjustment is needed to reduce case management and increase rapid rehousing rental assistance in the amount of \$23,994 for the FY2025 funds as there are enough case management funds budgeted for services in the prior year's grant.

What is the cost in this budget year and future budget years? All funds were previously budgeted. Funds for future budget years are dependent upon availability of grant funds.

Are the funds budgeted? Grant funds are budgeted

File Number: 0118-26

Director/Commissioner: Reynolds/Lanter





Search in Menu



LFUCG Budget Amendment Request Form

Requester: Moore,Celia E Date: 02/10/2026 Status: Pending Approval Amend Nbr: 14104

Business Unit: LFUCG Journal Date: 02/10/2026 Budget Period: 2026 Bid: Admin Review:

▼ Personnel, Operating & Capital Accounts Personalize | Find | View All | [Print] [Refresh] First 1-2 of 2 Last

Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1 3120	900313	0001	82301	Other Grant Match - Intangible	-23,994.00	059223	ELIZABET	
2 3120	900313	0001	78112	Assistance-Other	23,994.00	059223	ELIZABET	

▶ Revenue Accounts

▶ Project/Grant Revenue

▶ Project/Grant Expenditures

Comments:

To move funds from Other Grant Match-Intangible to Assistance-Other on EMRG_SOL_2026

Net Amend Amt: 0.00 [Calculator Icon]

Submit for Approval

Save

Add

**FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT
EMERGENCY SOLUTIONS GRANT PROGRAM (ESG)**

THIS AMENDMENT TO AGREEMENT, made and entered into on this _____ day of _____, 2026, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government"), and **ARBOR YOUTH SERVICES, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose post office address is 540 West Third Street, Lexington, Kentucky 40508 (hereinafter referred to as (hereinafter referred to as ‘SUBRECIPIENT’)).

WHEREAS, Government and Grantee entered into an Agreement dated November 17, 2025 (“Agreement”), in which the SUBRECIPIENT was allocated \$73,913 in federal funds from the United States Department of Housing and Urban Development's (hereinafter referred to as “HUD”) Emergency Solutions Grant Program (CFDA #14.231) pursuant to which HUD has agreed to make a grant to the Government under Federal Award Number E-25-MC-21-0004 awarded September 17, 2025;

WHEREAS, SUBRECIPIENT has requested an amendment to **I. STATEMENT OF WORK C. Budget and Use of Funds**;

WHEREAS, the GOVERNMENT's responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT; and

WHEREAS, the Agreement provides that the Agreement may be amended only in a writing executed by the GOVERNMENT and the SUBRECIPIENT.

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree as follows:

1. Section I of the Agreement, titled **STATEMENT OF WORK**, Part C., titled Budget and Use of Funds, shall be amended to read:

Grant funds in the amount of \$127,239 shall be used exclusively as follows:

	ESG	MATCH
<u>Case management</u>	\$20,587	\$20,587 SUBRECIPIENT
Total:	\$20,587	\$20,587

Case Management includes salaries, fringe, and travel costs.

	ESG	MATCH
<u>Rapid Rehousing</u>	\$53,326	\$53,326 GOVERNMENT
Total:	\$53,326	\$53,326

SUBRECIPIENT must adhere to the Lexington-Fayette Continuum of Care Rapid Rehousing Program Standards (Exhibit 1) and must adhere to a set of ESG Program Policies and Procedures as previously approved in writing by LFUCG and must obtain approval for changes to those Policies and Procedures.

The SUBRECIPIENT may only carry out the activities described in this agreement. The

SUBRECIPIENT is prohibited from charging to the subaward the costs of ESG ineligible activities and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

2. In all other respects, except as specifically modified herein, the terms of the Agreement dated November 17, 2025, shall remain in full force and effect with respect to the provisions outlined therein.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the parties executed this Amendment the day, month, and year above written.

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

BY _____
Linda Gorton, Mayor

ATTEST:

Clerk of Urban County Council

ARBOR YOUTH SERVICES, INC.

BY: _____
Joshua McKinley, Executive Director

**EMERGENCY SOLUTIONS GRANT PROGRAM
SUBRECIPIENT AGREEMENT**

THIS AGREEMENT, made and entered into on 17th day of November, 2025, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **ARBOR YOUTH SERVICES, INC.**, a Kentucky non-stock non-profit corporation pursuant to KRS Chapter 273, and whose post office address is 540 West Third Street, Lexington, Kentucky 40508 (hereinafter referred to as "SUBRECIPIENT");

WHEREAS, the GOVERNMENT has been awarded federal funds from the U.S. Department of Housing and Urban Development's (hereinafter referred to as "HUD"), Emergency Solutions Grant Program (CFDA #14.231) pursuant to which HUD has agreed to make a grant to the Government under Federal Award Number E-25-MC-21-0004 awarded September 17, 2025;

WHEREAS, the Government's 2025 Consolidated Plan provides for the allocation of funds to the Subrecipient, Arbor Youth Services Inc, with Unique Entity Identifier FKDEQFFSJJ46 for the purpose of supporting case management, prevention, and rapid rehousing services for youth between the ages of 18 and 24 who are homeless or at risk of homelessness;

WHEREAS, the SUBRECIPIENT has agreed to be responsible for the provision of these services;

WHEREAS, the GOVERNMENT's responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

I. STATEMENT OF WORK

A. Activities

The SUBRECIPIENT will be responsible for providing case management, prevention, and rapid rehousing services for youth between the ages of 18 and 24 who are homeless or at risk of homelessness in accordance with the federal regulations at 24 CFR Part 576, and with the regulations that have been developed and/or approved by the Lexington-Fayette Urban County Government.

The services shall be operated in a manner satisfactory to the GOVERNMENT and in compliance with all local, state, and federal laws and regulations.

B. Performance Monitoring

The GOVERNMENT shall monitor the performance of the SUBRECIPIENT as necessary and in accordance with regulations on SUBRECIPIENT Monitoring and

Management, 2 CFR 200.330 – 2 CFR 200.332, to ensure SUBRECIPIENT compliance with all of the requirements of this agreement, including the timeframes and performance goals associated with the activities. Substandard performance as determined by the GOVERNMENT will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within 15 days after being notified by the GOVERNMENT, the GOVERNMENT may impose additional conditions on the SUBRECIPIENT and its use of ESG funds consistent with 2 CFR 200.207, suspend or terminate this agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

C. Budget and Use of Funds

Grant funds in the amount of \$127,239 shall be used exclusively as follows:

	ESG	MATCH
		\$20,587 SUBRECIPIENT
<u>Case management</u>	\$44,581	\$23,994 GOVERNMENT
Total:	\$44,581	\$44,581

Case Management includes salaries, fringe, and travel costs.

	ESG	MATCH
Rapid Rehousing	\$26,832	\$26,832 GOVERNMENT
<u>Prevention</u>	\$ 2,500	\$ 2,500 GOVERNMENT
Total:	\$29,332	\$29,332

SUBRECIPIENT must adhere to the Lexington-Fayette Continuum of Care Rapid Rehousing Program Standards (Exhibit 1) and must adhere to a set of ESG Program Policies and Procedures as previously approved in writing by LFUCG and must obtain approval for changes to those Policies and Procedures.

The SUBRECIPIENT may only carry out the activities described in this agreement. The SUBRECIPIENT is prohibited from charging to the subaward the costs of ESG ineligible activities and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

D. Matching Funds

In accordance with Sec. 416, 42 USC 11375, ESG Funds must be matched 100% with eligible sources. Eligible match sources are identified in 24 CFR 576.201. The commitment of match from the SUBRECIPIENT is for the amount of \$20,587 as defined above. The SUBRECIPIENT will provide, from its own revenues, matching funds equal to the amount of grant funds expended. The GOVERNMENT will also provide matching funds as outlined above.

E. Payment

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed \$127,239.

F. Invoicing

The SUBRECIPIENT shall invoice the GOVERNMENT on a monthly basis for the reimbursement of actual expenditures incurred. SUBRECIPIENT's invoice must be for the services and eligible expense specified in Paragraph C above.

All requests for payments through this program will be submitted to the GOVERNMENT's Division of Grants and Special Programs for processing.

For Case Management invoices, shall include copies of employee timesheets, payroll registers, documentation of fringe benefits, and copies of invoices for goods and services for which reimbursement is requested. Monthly invoices shall also include SUBRECIPIENT's documentation and source of matching funds.

Initial enrollment invoices for rapid rehousing will contain:

- the amount of payment
- participant's name and address
- vendor to be paid
- proof of participant income
- proof of rent reasonableness
- utility allowance work sheet
- HMIS 640 report
- rental assistance agreement; and
- completed Housing Barriers Assessment Tool.

Requests for current program enrollees should include:

- amount of payment
- participant's name and address
- vendor to be paid
- proof of participant income if changes have occurred
- HMIS 640 report
- documentation of monthly meeting, and
- completed Housing Barriers Assessment Tool.

In determining eligibility of participants, all federal criteria on definition of "homeless" and "at-risk of homelessness" must be followed. The SUBRECIPIENT shall maintain documentation of program eligibility

G. Schedule – Time of Performance

The term of this Agreement shall be September 17, 2025, through June 30, 2027.

H. Timeliness

SUBRECIPIENT must invoice the GOVERNMENT for funds expended at least monthly beginning no later than three months from the effective date of this Agreement. Failure to submit an invoice in two or more consecutive quarters may result in termination of the agreement and reallocation of unspent funds at the discretion of the GOVERNMENT.

I. RECORDS AND REPORTS

A. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the federal regulations specified in 24 CFR Part 570.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records documenting homeless and/or at-risk of homelessness status of program participants;
2. Records documenting ineligible clients;
3. Records documenting annual income of program participants;
4. Records documenting rental assistance agreements and payments, utility allowances, shelter and housing standards, emergency shelter facilities, services and assistance provided, coordination with Continuum of Care and other programs, participation in HMIS, matching funds;
5. Records documenting Matching Funds. The SUBRECIPIENT must keep records of the source and use of contributions made to satisfy the matching requirement in § 576.201;
6. Records documenting conflicts of interest. The SUBRECIPIENT must keep records to show compliance with the organizational conflicts-of-interest requirements in § 576.404(a), a copy of the personal conflicts of interest policy or codes of conduct developed and implemented to comply with the requirements in § 576.404(b), and records supporting exceptions to the personal conflicts of interest prohibitions;
7. Records documenting Homeless participation (§ 576.405);
8. Records documenting Faith-based activities (§ 576.406);
9. Records documenting financial records which includes supporting documentation for all costs charged to the ESG grant;
10. Records documenting other federal requirements as detailed below.

B. Client Data and Other Sensitive Information

The SUBRECIPIENT must develop and implement written procedures to ensure:

- i) All records containing personally identifying information (as defined in HUD's standards for participation, data collection, and reporting in HMIS) of any individual or family who applies for and/or receives ESG assistance will be kept secure and confidential;
- ii) The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under the ESG will not be made public, except with written authorization of the person responsible for the operation of the shelter; and

- iii) The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the GOVERNMENT or SUBRECIPIENT and consistent with state and local laws regarding privacy and obligations of confidentiality.

The confidentiality procedures of SUBRECIPIENT must be in writing and must be maintained in accordance with this section. The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the GOVERNMENT's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

C. Retention

The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five -year period, whichever occurs later.

D. Reporting

1. Quarterly Reports

The SUBRECIPIENT shall submit to the GOVERNMENT quarterly reports for each quarter during which these federal funds are used for program operations. Quarterly reports are due as follows:

Quarter	Due
July-September	October 30
October-December	January 30
January-March	April 30
April-June	July 30

Quarterly reports shall provide information on the activities accomplished. Specifically, quarterly reports shall provide information on the number of youths served by the SUBRECIPIENT between the ages of 18-24 that are homeless, living on the streets, or at risk of homelessness.

The SUBRECIPIENT must also provide Division of Grants and Special Programs with quarterly reports describing the clients served. This report shall include data concerning the number, age, sex, race, ethnicity, and family status of the adults and children served under this project along with the HMIS 640 report.

2. Annual Reports

An annual report is required and shall provide the following information about the employees of the SUBRECIPIENT'S organization: race, age, sex, and disability. Additional annual reports required are the "Unserviced" and the "Program Participant" reports. The Program Participant report shall provide an unduplicated count of the individuals receiving financial assistance under this program and the number of persons who received other types of prevention services. A form will be provided for use in meeting these reporting requirements. Annual reports shall be submitted to the GOVERNMENT no later than July 30th.

E. Project Close-out

The SUBRECIPIENT's obligation to the GOVERNMENT shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials), equipment, unspent cash advances, program income balances, and accounts receivable to the GOVERNMENT and determining the custodianship of records.

F. Audits, Inspections and Monitoring

1. Single Audit

The SUBRECIPIENT must be audited as required by 2 CFR part 200, subpart F when it is expected that the SUBRECIPIENT's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

SUBRECIPIENT shall submit a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt of the audit report, but not later than nine months after the end of the audit period. Concurrently with the submission of the audit report to the Federal Audit Clearinghouse, SUBRECIPIENT shall submit a copy of the audit report to the GOVERNMENT'S Division of Grants and Special Programs. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of the future payments.

2. Inspections and Monitoring

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the GOVERNMENT, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data to meet the requirements of 2 CFR part 200. The SUBRECIPIENT must submit to monitoring of its activities by the GOVERNMENT as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement.

G. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by GOVERNMENT, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

II. GENERAL PROGRAM CONDITIONS

The SUBRECIPIENT shall comply with the McKinney-Vento Homeless Assistance Act as amended by the HEARTH ACT of 2009 (42 U.S.C. §§ 11371-11378) and will acknowledge that the funds being provided by the GOVERNMENT for said activity are received by the GOVERNMENT pursuant to Title 42 of the U.S. Code, as well as Title 24, Part 576 of the Code of Federal Regulations. Expenditures of these funds will be in accordance with ESG Program related laws and with all pertinent regulations issued by agencies of the federal government.

A. HMIS

The SUBRECIPIENT must ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide Homeless Management Information System (HMIS) in accordance with standards of HUD and the Lexington Continuum of Care.

B. Coordinated Entry

The SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, with other programs targeted to homeless people in the area covered by the Lexington Continuum of Care, which provides a strategic, community-wide system to prevent and end homelessness for the area. The SUBRECIPIENT must contact the Continuum of Care Coordinator with the GOVERNMENT's Office of Homelessness Prevention and Intervention to ensure program participation in the Lexington Continuum of Care's Coordinated Entry system. All program participants enrolled by the SUBRECIPIENT must come from the Coordinated Entry process ensuring that the screening, assessment and referral of program participants are consistent with the Lexington Continuum of Care's written Coordinated Entry standards. A victim service provider must use the Continuum of Care's centralized or coordinated assessment system.

C. Client Eligibility and Evaluation of Program Participants Eligibility and Needs

The SUBRECIPIENT must conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under §576.400(d) and the written standards established under §576.400(e).

The SUBRECIPIENT must re-evaluate the program participant's eligibility and the types and amounts of assistance the program participant needs not less than once every three (3) months for program participants receiving homelessness prevention assistance, and not less than once annually for program participants receiving rapid re-housing assistance as outlined in 24 CFR 576.401(b).

D. Calculating Income

When determining the annual income of an individual or family, the SUBRECIPIENT must use the standard for calculating annual income under 24 CFR 5.609 as outlined in 24 CFR 576.401(c).

E. Case Management

The SUBRECIPIENT shall follow the requirements for housing stability case management outlined in 24 CFR 576.401(e).

F. Terminating Assistance

If a program participant violates program requirements, the SUBRECIPIENT may terminate the assistance in accordance with a formal process established by the SUBRECIPIENT that recognizes the rights of individuals affected. See 24 CFR 576.402

G. Shelter and Housing Standards

The SUBRECIPIENT certifies that shelters and housing supported by ESG funds and used by ESG beneficiaries will conform to 24 CFR 576.403.

H. Homeless Participation

The SUBRECIPIENT must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity of the recipient, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance that receive funding under ESG. See 24 CFR 576.405(a)

If the SUBRECIPIENT is unable to meet requirement, it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under Emergency Solutions Grant (ESG). See 24 CFR 576.405(b)

The SUBRECIPIENT certifies that it will involve, to the maximum extent practicable, homeless individuals and families in constructing renovating, maintaining, and operating facilities assisted under the ESG program, and in providing services for occupants of these facilities. See 24 CFR 576.405(c) and 42 USC 1 1375(d).

I. Immigration Status Verification

The SUBRECIPIENT, as a nonprofit charitable organization, is not required under 8 U.S.C. § 1642(d) to determine, verify, or otherwise require proof of eligibility under 8 U.S.C. § 1642 of any application for such Federal, State, or Local public benefit.

III. PROGRAM INCOME

“Program Income” means, as provided by 2 CFR 200.80, gross income received by the SUBRECIPIENT directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. For purposes of ESG, program income will also include any amount of a security or utility deposit returned to the SUBRECIPIENT.

The SUBRECIPIENT shall use all income received from said funds only for the same purposes for which said funds may be expended pursuant to the terms and conditions of this Agreement.

Costs paid by program income may count toward meeting the matching requirements, provided the costs are eligible ESG costs that supplement the program.

IV. SUSPENSION AND TERMINATION

This Agreement, in accordance with 24 CFR 85.43 can be terminated if SUBRECIPIENT fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by the GOVERNMENT.

V. REVERSION OF ASSETS

SUBRECIPIENT will return to the GOVERNMENT, upon expiration or termination of this Agreement, any ESG funds that have not been expended, all Program Income, and any accounts receivable resulting from the use of ESG funds, including Program Income, within thirty (30) days after the end of the Agreement term. Any funds held by the GOVERNMENT at the end of the Agreement term or refunded to the GOVERNMENT shall be reallocated by the GOVERNMENT.

The use and disposition of equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200.

VI. UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. These provisions include:

A. Financial & Program Management

The SUBRECIPIENT shall expend and account for all CDBG funds received under this Agreement in accordance with 2 CFR part 200, including 2 CFR part 200, subpart D, which covers Standards for Financial and Program Management and agrees to adhere to

the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior Federal agency approval are allowable without prior approval of the GOVERNMENT to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this Agreement.

C. Procurement and Contractor Oversight

The SUBRECIPIENT shall comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this Agreement and shall subsequently follow property management standards as provided by 2 CFR 200.344.

1. Equipment

The SUBRECIPIENT shall comply with current GOVERNMENT policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2. Debarment Certification

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities at (24 CFR 570.489(l)). CDBG funds may not be provided to excluded or disqualified persons.

3. Contractor Oversight

The SUBRECIPIENT shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement. The SUBRECIPIENT shall impose the SUBRECIPIENT'S obligations under this Agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

4. Subcontracts

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GOVERNMENT prior to the execution of such agreement. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. The SUBRECIPIENT

shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the GOVERNMENT along with documentation concerning the selection process.

VII. ADHERENCE TO FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

A. General

The SUBRECIPIENT agrees to comply with all requirements of the ESG program and applicable cross-cutting Federal, State, and Local requirements.

B. Economic Opportunities

Economic Opportunities for Low- and Very Low-income Persons. The SUBRECIPIENT shall ensure that employment and other economic opportunities generated by the Program, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and regulations at 24 CFR part 75 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).

C. Civil Rights

The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of the Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and 41 CFR Chapter 60.

D. Nondiscrimination and Equal Employment Opportunity

During the performance under this Agreement, the SUBRECIPIENT shall not discriminate against any employee or applicant for employment based on race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, sexual orientation, or any other basis prohibited by applicable law.

The SUBRECIPIENT shall ensure that all applicants and employees are treated without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, and sexual orientation.

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity Employer.

E. Nondiscrimination and Equal Employment Opportunity in Participation

The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR S.105(a). The SUBRECIPIENT shall not discriminate against any participant on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familiar status, sexual orientation, or any other basis prohibited by applicable law. The SUBRECIPIENT shall, through affirmative outreach, make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. The SUBRECIPIENT must take appropriate steps to ensure effective communication with persons with disabilities.

F. Americans with Disabilities Act

The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Americans with Disabilities Act which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and Local government services, and public accommodations.

G. Fair Housing

Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funded subrecipients. The SUBRECIPIENT has a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act.

H. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C Section 1501 *et seq.*

I. Labor and Employment Restrictions

The SUBRECIPIENT shall comply with the labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, *et seq.*), and 29 CFR part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The SUBRECIPIENT agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the GOVERNMENT for review upon request.

J. Displacement and Relocation

The SUBRECIPIENT must assure that it has taken all reasonable steps to minimize displacement of persons. Relocation must be consistent with requirements as set forth in 24 CFR § 576.408.

K. Section 3 of the Housing and Urban Development Act of 1968

The SUBRECIPIENT shall ensure that employment and other economic opportunities generated by the Program shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of movement assistance for housing. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and regulations at 24 CFR part 75 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).

L. Conflict of Interest

The SUBRECIPIENT shall comply with 2 CFR 200.112 with respect to the use of program funds to procure services, equipment, supplies, or other property. With respect to all other decisions involving the use of program funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the SUBRECIPIENT and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself, or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter.

The SUBRECIPIENT agrees to abide by the ESG Program's Conflict of Interest provisions as expressly detailed in 24 CFR § 576.404 regarding Organizational Conflicts of Interest and Personal Conflicts of Interest. All contractors of the SUBRECIPIENT must comply with the same requirements that apply to the SUBRECIPIENT under this section.

M. Lobbying

The SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract,

- grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

N. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be used for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

O. Drug Free Workplace

The SUBRECIPIENT shall administer a policy designed to ensure that the facilities providing services under the terms of this Agreement are free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

P. Insurance & Bonding

The SUBRECIPIENT shall comply with the bonding and insurance requirements of 24 CFR §200.325 and §200.310.

Q. FFATA

The SUBRECIPIENT shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The SUBRECIPIENT must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The SUBRECIPIENT must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

R. Environmental Conditions

1. The SUBRECIPIENT must comply with the limitations in 24 CFR 58.22 even though the SUBRECIPIENT is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the GOVERNMENT'S responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the

development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

2. ESG activities are subject to environmental review by HUD under the environmental regulations in 24 CFR 50. The SUBRECIPIENT, or any contractor of the SUBRECIPIENT, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until the GOVERNMENT has performed an environmental review under 24 CFR part 50 and the recipient has received HUD approval of the property.
3. The SUBRECIPIENT agrees to comply with all applicable environmental requirements insofar as they apply to the performance of this Agreement, including but not limited to the Clean Air Act, the Federal Water Pollution Control Act and the Flood Disaster Protection Act. If applicable, the SUBRECIPIENT also shall comply with the Historic Preservation requirements of National Historic Preservation Act of 1966.

S. Lead-Based Paint

1. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-"4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by program participants that were built before 1978.
2. The purpose of Subpart K is to establish procedures to eliminate as far as practicable lead-based paint ("LBP") hazards in a residential property that receives Federal assistance under certain HUD programs for acquisition, leasing, support services, or operation.
3. In connection with the grant funds under this Agreement, the GOVERNMENT requires that the SUBRECIPIENT comply and show evidence of compliance with all applicable subparts of 24 CFR 35, and especially, Subpart K ("LBP Regs").
4. All housing occupied by program participants must meet The Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and implementing regulations. For inspections of units for compliance, call the Grant Compliance Supervisor in the GOVERNMENT's Division of Grants and Special Programs.
5. SUBRECIPIENT will be responsible for distributing "Protect Your Family From Lead In Your Home," (EPA-747-K-12-001) to program participants residing in rental units built before 1978. SUBRECIPIENT shall be responsible for documenting compliance with distribution of this document and placing proof of compliance in each client's file.

T. VAWA

1. SUBRECIPIENT is considered a covered housing provider and must be in compliance with HUD Final Rule: Violence Against Women Act 2013. SUBRECIPIENT is subject to regulations at 24 CFR 576.409 and 24 CFR part 5, Subpart L.

VI. GENERAL CONDITIONS

- A. The SUBRECIPIENT agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. SUBRECIPIENT agrees to defend, indemnify, and hold harmless GOVERNMENT from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or alleged to have arisen, directly or indirectly, in whole or in part, from the execution, performance, or breach of this Agreement by SUBRECIPIENT, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the Agreement commencement date, regardless of when such losses or claims are made or incurred. This indemnity provision shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this Agreement.

For the purposes of this Indemnity Provision:

1. The word “defend” includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at SUBRECIPIENT’S expense, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld.
 2. The word “claims” includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.
 3. The word “losses” includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; 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 SUBRECIPIENT and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.
- C. The SUBRECIPIENT shall provide Workers' Compensation insurance coverage for all its employees involved in the performance of this Agreement.
 - D. If this Agreement results in any copyrightable material or inventions, the GOVERNMENT and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
 - E. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the SUBRECIPIENT.
 - F. The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GOVERNMENT thereto; provided, however, that claims

for money due or to become due to the GOVERNMENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GOVERNMENT.

- G. GOVERNMENT and the SUBRECIPIENT each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.
- H. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by email (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) when delivered or mailed by certified mail, postage prepaid, or return receipt requested. The addresses for such communications shall be to the respective addresses or of the parties as set forth in the Agreement, or at such other address as such parties shall have furnished in writing.

LIST OF EXHIBITS

Exhibit 1	Lexington-Fayette Continuum of Care Rapid Rehousing Program Standards
Exhibit 2	Lexington-Fayette Continuum of Care Policies and Procedures for Common Assessment and Coordinated Entry
Exhibit 3	Homeless Checklist & At-risk Checklist
Exhibit 4	Income Checklist
Exhibit 5	Fair Market Rent
Exhibit 6	Rent Reasonableness Policy and Form
Exhibit 7	Eligible Incomes by Family Size
Exhibit 8	Utility Allowance Worksheet
Exhibit 9	Rental Assistance Agreement
Exhibit 10	Recertification Requirements
Exhibit 11	Disclosure of Information on Lead-Based Paint
Exhibit 12	Protect your Family From Lead in Your Home Brochure
Exhibit 13	Treatment of Assets Policy

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

BY: 
Linda Gorton, Mayor

ATTEST:


Clerk of Urban County Council

ARBOR YOUTH SERVICES, INC.

BY: 
Joshua McKinley, Executive Director



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0119-26

File ID: 0119-26

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special Programs

File Created: 02/06/2026

File Name: Request Council authorization to submit an application, and accept award if offered, to the Department of Environmental Quality and Public Works - Division of Waste Management in the amount of \$110,000 for the support of a household hazardous waste collec

Final Action:

Title: Authorization to submit an application, and accept award if offered, to the Kentucky Department for Environmental Protection - Division of Waste Management in the amount of \$110,000 for the support of a household hazardous waste collection event for Fayette County, the acceptance of which obligates the government to provide match in the amount of \$27,500. (L0119-26)(Baldon/Albright)

Notes:

Sponsors:

Enactment Date:

Attachments: 26 - Blue Sheet Memo HHW, 2026-27 HHW Grant Application - Lexington Fayette Co - signature page, DEP 7127 2026-2027 HHW Grant Application Packet, HHW Grant Management Handbook 2026 2027, 119-26 envro grant 4932-9457-9086 v.1.docx

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 0119-26

Title

Authorization to submit an application, and accept award if offered, to the Kentucky Department for Environmental Protection - Division of Waste Management in the amount of \$110,000 for the support of a household hazardous waste collection event for Fayette County, the acceptance of which obligates the government to provide match in the amount

of \$27,500. (L0119-26)(Baldon/Albright)

Summary

Authorization to submit an application, and accept award if offered, to the Kentucky Department for Environmental Protection - Division of Waste Management in the amount of \$110,000 for the support of a household hazardous waste collection event for Fayette County, the acceptance of which obligates the government to provide match in the amount of \$27,500. (L0119-26)(Baldon/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Sanner, 1/29/2026

Risk Management: N/A

Fully Budgeted: Budget amendment will be completed if approved.

Account Number:

This Fiscal Year Impact: \$137,500

Annual Impact: \$0

Project: KYHOHAZWA_2027

Activity: STA_GRANT

Budget Reference: 2027

Current Balance: BA will be completed if approved.



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

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

DATE: FEBRUARY 6, 2026

SUBJECT: Application for Household Hazardous Waste Management Grant Program

Request: Council authorization to submit an application, and accept award if offered, to the Kentucky Department for Environmental Protection - Division of Waste Management in the amount of \$110,000 for the support of a household hazardous waste collection event for Fayette County, the acceptance of which obligates the government to provide match in the amount of \$27,500. If the full grant award is not utilized at the one-day event, authorization is requested to apply for a supplemental second event during FY27 to utilize any remaining grant funds.

Purpose of Request: The Department of Environmental Quality and Public Works - Division of Waste Management has prepared an application for submission to the state agency requesting funds for support of a countywide household waste collection event. Funds will be used to contract with an approved vendor for appropriate disposal of hazardous waste. RFP 21-2025 selected Environmental Enterprises, Inc. as the winning bidder and outlines a price contract for disposal costs. The Recycling and Household Hazardous Waste Grant Program was established in 2006 by Senate Bill 50. KRS 224.43-505 (2)(c) specifies the establishment of a Recycling and Household Hazardous Waste management grant program.

Cost in this budget year and future budget years: State funds in the amount of \$110,000 will be budgeted in Fiscal Year 2027. If grant funds are awarded, a match is required in FY27 in the amount of \$27,500 in the Urban Services Funds (Fund 1115). Total cost will be \$137,500. No expenses are anticipated for future budget years.

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

File Number: 0119-26

Director/Commissioner: Baldon/Albright



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

FOR OFFICIAL USE ONLY.
DO NOT WRITE IN THIS SPACE

**Kentucky Pride Fund Household Hazardous Waste Management Grant
Application**

1. Federal ID Number	61-0858140				
2. Applicant	Name: LFUCG Waste Management		Title/Position: Lauren Monahan, Env. Initiatives Spclst		
	Signature: <i>Lauren Monahan</i>		Date Submitted: 04/01/2026		
	Mailing Address: 675 Byrd Thurman Dr.		City: Lexington		
	State: KY	Zip Code: 40510	Email Address: lmonahan@lexingtonky.gov		
	Phone Number: (859)280-8556		Fax Number: (859)254-0171		
3. Official Signatory for Applicant	Name: Mayor Linda Gorton				
	<input type="checkbox"/> Judge/Executive	<input type="checkbox"/> School Administrator	<input checked="" type="checkbox"/> Mayor	<input type="checkbox"/> 109 Board Chair <input type="checkbox"/> Other	
	Mailing Address: 200 E Main St		City: Lexington		
	State: KY		Zip Code: 40507		
	Phone Number: (859)280-3100		Fax Number: () -		
Email address: mayor@lexingtonky.gov					
4. Project Coordinator	Name: Lauren Monahan		Name: Environmental Initiatives Specialist		
	Mailing Address: 675 Byrd Thurman Dr		City: Lexington		
	State: KY		Zip Code: 40510		
	Phone Number: (859)280-8578		Fax Number: (859)254-0171		
	Email address: lmonahan@lexingtonky.gov				
5. Applicant Status	<input type="checkbox"/> City	<input type="checkbox"/> County	<input type="checkbox"/> College / University	<input type="checkbox"/> Joint (partnership between two political subdivisions within one county)	
	<input type="checkbox"/> Regional	<input type="checkbox"/> School District	<input type="checkbox"/> Solid Waste Management Area	<input type="checkbox"/> Solid Waste Management District	<input checked="" type="checkbox"/> Urban County Government
	<input type="checkbox"/> Other				

6. PROJECT SUMMARY

Provide a brief explanation of the proposed activity:

Lexington-Fayette Urban County Government Department of Environmental Quality and Public Works Division of Waste Management proposes to conduct a one-day household hazardous waste collection event for residents of the City of Lexington/Fayette County. The material collected will include traditional household chemicals and other hazardous materials that should be kept out of the regular landfill-bound waste stream. Holding the event once per year provides an easy method for Lexington residents to properly and safely dispose of hazardous household material. The collected materials are recycled and/or reused by approved vendors whenever possible. The City of Lexington/Fayette County does not have a permanent hazardous waste collection facility and therefore conducts periodic one-day events to allow for convenient residential disposal opportunities. The goal of holding a one-day event is to keep hazardous waste from entering city collection vehicles, potentially harming employees, collection equipment and the environment. The City of Lexington/Fayette County would support the project by providing 25% matching funds, widely advertise to all city/county residents, and dedicate necessary city personnel to assist with the successful execution of a collection event.

7. AUTHORIZED SIGNATURE

I hereby certify that the submission of this application has been duly authorized by the governing body of the entity, and that I am legally authorized to sign the application. For regional and joint recycling projects, signature by the governing body of each participating entity shall be required.

Printed Name Mayor Linda Gorton	Signature 	Date 
---------------------------------	---	--

2026-2027 Kentucky Pride Fund Household Hazardous Waste Management Grant Application

PURPOSE: To leverage limited funds into an efficient and cost effective one-day management event collecting Household Hazardous Waste and promoting a Household Hazardous Waste Public education program.

Application Deadline
Wednesday, April 1, 2026

*Kentucky Energy and Environment Cabinet
Department for Environmental Protection
Division of Waste Management
Recycling and Local Assistance Branch
Recycling Assistance Section
300 Sower Boulevard, 2nd Floor
Frankfort, Kentucky 40601
(502) 564-6716 FAX (502) 564-4245*

www.waste.ky.gov



Environmental and Public Protection Cabinet



Kentucky Pride Fund HOUSEHOLD HAZARDOUS WASTE MANAGEMENT Grant Application

Grant Period July 1, 2026 – June 30, 2027

NOTICE – PLEASE READ THE FOLLOWING STATEMENT

Proposals often receive low scores because applicants fail to follow instructions, leading to uncertainty about the project goals and intended results. The clearer the details, the fewer questions a reviewer will have about the validity/feasibility of a proposal. Applicants also stand a better chance of success if they adhere to the required components of the application and information package. Please contact recycling assistance staff if there are questions about the information packet or about aspects of the proposal.

BACKGROUND

The Recycling and Household Hazardous Waste (HHW) Management Grant Program was established in 2006 by Senate Bill 50, effective July 12, 2006, and incorporated as a part of the Kentucky Pride Fund. KRS 224.43-505 (2) (c) specifies the establishment of a recycling and Household Hazardous Waste (HHW) management grants program. A 25% match is required.

The goal of the program is to leverage limited funds into efficient and cost effective projects to help Kentucky develop an integrated recycling infrastructure, manage Household Hazardous Waste and provide recycling and HHW public education programs.

Priority will be given to regional recycling projects and regional household hazardous waste management programs with state approved inter-local cooperative agreements.

Note that for the 2026-26 HHW Grant cycle, Team Kentucky Healthy at Work guidelines must be followed when conducting any Household Hazardous Waste event funded by the Kentucky PRIDE grant. The cabinet reserves the right to require more specific safety protocol be followed and will provide guidance as needed prior to HHW events.

Who Can Apply?

Any county, waste management district, city, urban-county government, or other political subdivision of the state or any combination of the above, including schools/school districts, shall be eligible to apply.

Helpful Hint - Approved Agreement Process

It is imperative we receive the signed agreement for a grant award by a specific date due to the timing of the end of the commonwealth's fiscal year. To expedite the quick turnaround of the agreement, the Division of Waste Management (DWM) strongly recommends that the governing body provide written permission, in addition to the approval for the submission of the application, for the chair (judge/executive, mayor, school board chair, etc.) to affix his/her signature to the agreement without the necessity of a formal meeting. The original signed agreement would then be sent to the division for processing of the funds prior to the end of the fiscal year.

1. Household Hazardous Waste Management Grant Information

- a. Applicants are limited to one HHW event per grant period, except as provided in (d) below. The grant period is July 1, 2026 to June 30, 2027.
- b. In the application, provide an estimate based on a vendor quote. Note that public agencies can take advantage of streamlined purchasing and reduced equipment costs using <http://finance.ky.gov/services/eprocurement/pages/default.aspx>
- c. The HHW MANAGEMENT Grant Project Close-out Report shall be submitted within sixty (60) days of the HHW event completion.

- d. The grantee shall attach the vendor report to the HOUSEHOLD HAZARDOUS WASTE MANAGEMENT Grant Project Close-out Report identifying the following information: all items collected, the disposition of each product (e.g. recycled, used as fuel, neutralized, etc.), weights or number of items of each product collected, and the total cost of the project.
- e. If the grantee has grant funding remaining after the HHW event, the grantee may submit a supplemental application for an additional HHW event within the grant period.
 - (a) Supplemental applications shall be submitted by the grantee not later than February 14, 2027.
 - (b) Supplemental applications shall be accompanied by the completed HOUSEHOLD HAZARDOUS WASTE MANAGEMENT Grant Project Close-out Report, with attached invoices for vendors, and the vendor report identifying all items collected, their disposition (e.g. recycled, used as fuel, neutralized, etc), weights, and total cost.
 - (c) For an approved supplemental event, the grantee shall submit a HOUSEHOLD HAZARDOUS WASTE MANAGEMENT Grant Project Close-out Report, with attached invoices for vendors, and the vendor report for the HHW collection event approved in the supplemental application by July 31.
- f. Unspent funds and grant funds not expended in accordance with the grant agreement shall be returned to DWM within forty-five (45) days of cabinet notification.
- g. With the exception of allowed match expenditures, no changes or substitutions are allowed after the grant agreement is accepted by the DWM without prior written approval from the cabinet. Upon receipt of a proposed change or substitution by the grantee, the cabinet shall send a written determination to the grantee within five (5) business days.
- h. The grantee shall be responsible for complying with any applicable permits and regulatory standards.
- i. Grant funds to any eligible entity shall be withheld if the entity is out of compliance with KRS 224.43-315, KRS 224.43-340, KRS 224.43-345, KRS 224.43-505 or KRS 224.50-878.
- j. With regards to vendors that may be transporting and managing hazardous waste, the grantee SHALL ensure that a successful vendor is registered with the cabinet to conduct these activities. The grantee can contact Ms. Justina Bascombe, with the Kentucky Hazardous Waste Branch, at 502-782-7048.
- k. Team Kentucky Healthy at Work guidelines must be followed when conducting any Household Hazardous Waste event funded by the Kentucky PRIDE grant. The cabinet reserves the right to require more specific safety protocol be followed and will provide guidance as needed prior to HHW events.

2. Household Hazardous Waste Management Grant Funding and Match Requirements

- a. The grantee shall provide a minimum of a 25% match to the grant amount.
- b. The following formula shall be used to determine the twenty-five percent (25%) match to the grant amount.

$$\begin{aligned} \text{Grant} \quad \times \quad 0.25 &= \$ 0.00 \text{ (match)} + \$0.00 \text{ (grant)} = \$0.00 \text{ (project total)} \\ \mathbf{\$4,000 \times 0.25} &= \mathbf{\$1,000.00} \quad + \quad \mathbf{\$4,000.00} = \mathbf{\$5,000.00 \text{ (project total)}} \end{aligned}$$

- c. For allowed match in-kind and cash grant project expenditures see # 5 on page 4
- d. Other state or federal grant funds cannot be used as any part of the local match.

3. ELIGIBLE EXPENDITURES for Household Hazardous Waste Management Grant Project from Kentucky Pride Program Award

- a. Grant funds may be used to cover the cost of vendor services for the collection, and proper management of HHW.
- b. Advertising for HHW and regular reporting in local/regional media, signs, displays and banners for HHW collection events
- c. Educational materials for school programs and Personnel to teach school education.

See <http://waste.ky.gov/RLA/grants/Pages/default.aspx> for updated vendor information
 See EPA-Educational materials for school education <https://eec.ky.gov/Environmental-Protection/Waste/Pages/educational-resources.aspx>

4. INELIGIBLE EXPENDITURES for Household Hazardous Waste Management Grant Project from Kentucky Pride Program Award

- a. Office equipment, supplies, and promotional or give away items (pens, pencils, stickers, ect.)

Grant funds cannot be used to pay for the grantee or contractor to accept water based paint, automotive batteries or used motor oil.

5. ALLOWED Matching In-Kind and Cash Household Hazardous Waste Management Project Expenditures

- a. Hourly rate of pay of the staff for planning and implementing the event. **The matching salaries (includes benefits) for staff shall be the actual hours worked as they relate to the grant project.**
- b. Volunteers and inmates at the rate of \$7.25 per hour.
- c. Event advertising, signs and banners and HHW educational materials for school program.
- d. Public advertisement costs related to bidding procedures.
- e. Hourly rate for the use of the vehicle to transport recyclable commodities (use FEMA rates).
- f. Used Gaylord boxes with lids and reconditioned drums with lids to reduce overall vendor quotes.
- g. Personal Protective Equipment (PPE) for volunteers and staff working the day of the event; PPE can include a pair of gloves, a reflective vest/apron, and a pair of safety glasses ONLY for each volunteer/staff participating.
- h. Personnel for local security and/or traffic control costs for the day of the event.
- i. Meals for county employees and volunteers during the event.
- j. **Other in-kind match REQUESTS will be evaluated on a case-by-case basis.**

2026 – 2027 Kentucky Pride Fund Household Hazardous Waste Management Grant Application Submission Details

Send the completed application to:

Division of Waste Management
Recycling Assistance Section
300 Sower Blvd., 2nd Floor
Frankfort, KY 40601
ATTN: TY COLLINS

In order to be eligible for grant funds, the Grant Application MUST BE postmarked OR hand-delivered to the Recycling Assistance Section of the Recycling and Local Assistance Branch, OR Emailed (preferred) to williamt.collins@ky.gov no later than 4:00 pm on Wednesday, April 1, 2026.

Most frequent errors seen on applications:

- 1) Failure to address all items.
- 2) Failure to adhere to the required components of the application and information package

DO NOT SUBMIT YOUR APPLICATION IN A 3 RING BINDER

For regional and joint projects, signature by the governing body of each

participating entity shall be required for Section 3.

DEP 7127 Revised March 2017
401 KAR 49:080

Kentucky Department for Environmental Protection Division of Waste Management Recycling and Local Assistance Branch 300 Sower Boulevard, Second Floor – Frankfort KY 40601 (502) 564-6716		FOR OFFICIAL USE ONLY. DO NOT WRITE IN THIS SPACE									
Kentucky Pride Fund Household Hazardous Waste Management Grant Application											
1. Federal ID Number											
2. Applicant		Name: _____ Title/Position: _____									
		Signature: _____ Date Submitted: / /									
		Mailing Address: _____ City: _____									
		State: _____ Zip Code: _____	Email Address: _____								
		Phone Number: () - _____		Fax Number: () - _____							
3. Official Signatory for Applicant		Name: _____									
		<input type="checkbox"/> Judge/Executive <input type="checkbox"/> School Administrator <input type="checkbox"/> Mayor <input type="checkbox"/> 109 Board Chair <input type="checkbox"/> Other									
		Mailing Address: _____ City: _____									
		State: _____ Zip Code: _____									
		Phone Number: () - _____		Fax Number: () - _____							
Email address: _____											
4. Project Coordinator		Name: _____									
		Mailing Address: _____		City: _____							
		State: _____		Zip Code: _____							
		Phone Number: () - _____		Fax Number: () - _____							
		Email address: _____									
5. Applicant Status		<input type="checkbox"/> City		<input type="checkbox"/> County		<input type="checkbox"/> College / University		<input type="checkbox"/> Joint (partnership between two political subdivisions within one county)			
		<input type="checkbox"/> Regional		<input type="checkbox"/> School District		<input type="checkbox"/> Solid Waste Management Area		<input type="checkbox"/> Solid Waste Management District		<input type="checkbox"/> Urban County Government	
		<input type="checkbox"/> Other									
6. PROJECT SUMMARY											
Provide a brief explanation of the proposed activity:											
<div style="background-color: #cccccc; width: 100%; height: 100%;"></div>											
7. AUTHORIZED SIGNATURE											
I hereby certify that the submission of this application has been duly authorized by the governing body of the entity, and that I am legally authorized to sign the application. For regional and joint recycling projects, signature by the governing body of each participating entity shall be required.											
Printed Name _____			Signature _____				Date _____				

8. HOUSEHOLD HAZARDOUS WASTE PROJECT DETAILS

Answer the following questions on a separate sheet of paper. Use additional pages as necessary. Number each response to correspond to the question. Applications will be evaluated based upon responses.

DEP 7127 Revised March 2017
401 KAR 49:080

8(a). Project Description

- 1) Describe the proposed project - is it a new program or the expansion of an existing program?
- 2) List the service area by physical boundaries - include cities, counties, etc. that will be active participants.
- 3) List materials to be collected and the expected increase in tons for the grant period.
- 4) How will materials be collected, processed and marketed?

8(b). Project Advertising and Education

- 1) What media type (specify radio, TV, newspaper, etc.) will you use to advertise your program? Describe the proposed advertising and education plan for this proposed project. Include the target audience and media to be used.
- 2) Identify any advertising/education partners and how/what each will contribute.

9. HOUSEHOLD HAZARDOUS WASTE PROJECT EXPENDITURES

Complete the budget tables in 9(a) and 9(b).

9(a). Vendor

	Estimate
	\$
	\$
Vendor Request Total	\$

9(b). Program Advertising and Education

	\$
	\$
	\$
Program Advertising And Education Request Total	\$

10. HOUSEHOLD HAZARDOUS WASTE PROJECT MATCH EXPENDITURES

List all personnel titles, hourly rate, and number of hours projected for life of grant.

10(a). Cash and In Kind Personnel

Cash	\$
In Kind Personnel	\$
In Kind Personnel	\$
In Kind Personnel	\$
Cash and Personnel In-Kind Match Total	\$

10(b). In Kind Other
List them.

	\$
	\$
	\$
Other In Kind Total	\$

11. PROJECT TOTAL

Cash + In-Kind Personnel + In-Kind Other	MATCH	\$
---	--------------	-----------

Grant Request	GRANT REQUEST	\$
Grant Request + Match	PROJECT TOTAL	\$

Common household hazardous wastes

Most contractors will accept, for transportation and disposal, the majority of hazardous waste typically produced by households. *It is stressed for the safety of everyone involved that all materials are known and properly labeled.* Wastes in their original containers may be accepted. Wastes that **are not** in their original containers may be accepted as "known" wastes provided they are labeled. Unknown wastes, if acceptable, will be field tested and packaged for incineration. Below is a list of typical household hazardous wastes accepted for collection, but vendors may accept additional wastes not listed below:

Ammonia	Mercury thermostats
Antifreeze	Metal polish
Arts and crafts supplies	Moth balls
Bleaches	Muriatic acid
Brake fluid	Oil based paint
Cesspool cleaners	Old Chemistry sets
Compact fluorescent lamps	Oven cleaners
Creosote	Paint thinner
Drain cleaners	Pesticides
Dry cleaning fluids	Photo chemicals
Engine and radiator flushes	Pool chemicals
E-scrap*	Radiator cleaners
Floor cleaners	Rodent killers
Fluorescent tubes	Rust preventatives
Herbicides	Sealants
Household batteries	Solvents
Insect sprays	Transmission fluid
Jars of liquid Mercury	Wood preservatives
Mercury thermometers	Wood strippers

* The collection and management of E-scrap may include computers, monitors, TVs, keyboards, cables, connectors, printers, fax machines, stereos, electronic games and cell phones.

Many contractors will reserve the right to refuse any waste deemed unsafe to handle or unsuitable for the collection. Such wastes typically include:

- Large quantities of unknown materials
- Radioactive waste, including smoke detectors
- Explosives, gun powder, flares, ammunition
- Unstable wastes
- Pressurized fire extinguishers
- Unknown gas cylinders
- Substances regulated by the Drug Enforcement Agency

Be sure your contractor gives you a list of what they will and will not accept and the cost estimates for each product.

Vendor List (not all inclusive)

Household Hazardous Waste Contact Information List	R-2 Certified E-scrap Collection Contact Information List
<p>Clean Earth, Inc 1689 Shar-Cal Road Calvert City, KY 42029 Rose Burton Phone: 270-210-3937 www.cleanearthinc.com</p>	<p>C and I Electronics Recycling 1700 North Lafayette Ave. Evansville, IN 47711 812-423-9166 http://www.candielelectronics.com/</p>
<p>Clean Harbors Environmental Services, Inc. 2815 Old Greenbrier Pike Greenbrier, TN 37073 615-643-3170 FAX 615-643-6370 www.cleanharbors.com</p>	<p>Green Wave Computer Recycling 9206 East 33rd St. Indianapolis, IN 46235 317-899-0000 http://www.gwcri.com/</p>
<p>Clean Harbors Environmental Services, Inc. 4879 Spring Grave Ave. Cincinnati, OH 45232 Contact: John Stevens 513-681-6242 ext. 6304 FAX 513-681-6246 www.cleanharbors.com</p>	<p>Cohen U.S.A. 1723 Woodlawn Ave. Middletown, OH 45044 513-422-3696 http://www.cohenusa.com/</p>
<p>Environmental Enterprises, Inc. 10163 Cincinnati-Dayton Rd. Cincinnati, OH 45241 Contact: Steve Lonneman 513-772-2818 513-266-3770 FAX 513-782-8950 http://www.eeienv.com/ho Also collects e-scrap</p>	<p>Dynamic Recycling Southeast 3520 Ambrose Avenue Nashville, TN 37207 615-457-3104 http://dynamicrecycling.com/contact/</p>
<p>ERG Environmental Services PO Box 167 Bowling Green, OH 43402 800-284-9107 419-354-6110 www.ergenvironmental.com</p>	<p>KY eScrap 7430 Industrial Rd. Florence, KY 41402 859-292-8696 www.KYescrap.com</p>
<p>Heritage Environmental Services 4925 Helen Street Louisville, KY40218 502-473-0638 http://www.heritage-enviro.com/services/onsite/index.asp</p>	

Household Hazardous Waste Contact Information List	
Veolia 405 MacLean Ave., Ste 1 Louisville, KY 40209 Contact: Dave Saniga 502-375-2386 FAX 502-380-0712 http://www.veoliaes.com/en/services/governmental/waste/household-hazardous-waste.html	
Tradebe Environmental Services, LLC 4343 Kennedy Avenue East Chicago, IN 46312 219-397-3951 https://www.tradebeusa.com/	

The vendor listing is for information only. It is neither an endorsement nor a guarantee of current vendor purchasing policies. The Kentucky Division of Waste Management assumes no responsibility for services provided.

Contacts for Additional Information

Division of Waste Management
Recycling Assistance Section
300 Sower Boulevard, 1st Floor
Frankfort, Kentucky 40601
www.waste.ky.gov

Recycling and Local Assistance Branch

Recycling Assistance Section

Grant White (Supervisor)	(502) 782-6474	Grant.White@ky.gov
Donald Atha	(502) 782-6205	Donald.Atha@ky.gov
Ty Collins	(502) 871-2981	WilliamT.Collins@ky.gov
Jenny Carr	(502) 782-4663	Jenny.Carr@ky.gov
Jon Durbin	(502) 782-6863	Jon.durbin@ky.gov

Hazardous Waste Branch

Justina Bascombe	(502) 782-7048	Justina.Bascombe@ky.gov
------------------	----------------	--

HOUSEHOLD HAZARDOUS WASTE GRANT MANAGEMENT HANDBOOK

INTRODUCTION

The nature of Household Hazardous Waste (HHW), including mercury containing equipment (MCE), and scrap electronic devices (E-scrap), requires that certain controls and safety measures are taken and in place during any community sponsored collection events. If improperly handled, HHW, mercury and E-scrap can cause severe injury to people handling them or those delivering them to collection events. Safety precautions, including safety meetings, must be conducted and are of utmost importance in protecting volunteers, employees, attendees (those delivering materials to the events) and the environment. Only well qualified vendors *registered with the Division of Waste Management (DWM) Hazardous Waste Branch 502.782.7048 – Environmental Control Supervisor - Justina Bascombe*) should be used when sponsoring a collection event.

HHW Collections Guidelines:

- a. Qualified Vendors are those that meet U.S. EPA registration guidelines for hazardous waste/mercury handler/transporter, meet or exceed minimum insurance requirements for environmental spills, carry workers' compensation and other liability insurance, register with the DWM Hazardous Waste Branch and can provide verifiable business history.
- b. Collection events may be managed by having staff unload vehicles (*after training from the vendor*), with the vendor classifying and combining the HHW “behind the tables” or the vendor managing the entire unloading and “behind the tables” processes. **STAFF SHALL NOT CLASSIFY OR COMBINE HHW MATERIALS.**
- c. Grantee **shall** conduct traffic control, qualify residency of attendees (by drivers' or car licenses), ensure attendees complete provided **survey** sheet (last page of handbook), and distribute paint hardening crystals and/or brochures outlining measures for water based paint diversion and outlets for used motor oil and automotive batteries.
- d. ***Attendees must remain in their vehicles and must not be allowed to unload the items themselves at the event.***
- e. Vendors should be able to collect materials along the guidelines attached as Appendix A.

E-scrap Collection Guidelines:

- a. Qualified Vendors are those that meet U.S. EPA registration guidelines (R2, R2/RIOS, E-Steward - BAN, etc.) for hazardous waste/mercury handler/transporter, meet or exceed minimum Insurance requirements for environmental spills carry workers' compensation and other liability insurance, register with the DWM Hazardous Waste Branch and can provide verifiable business history.
- b. Vendors must have verifiable markets for materials collected, and guarantees for proper disposition/recycling of those materials. Grantee may require “no landfill and/or no export of whole units policy” for E-scrap vendors.
- c. ***Attendees must remain in their vehicles and must not be allowed to unload the items at the event.*** County residency may be verified by drivers' licenses, vehicle tags, etc. Attendees shall be surveyed per the form provided as the last page of this handbook.

Vendor Requirements:

- a. Be registered with U.S. EPA as a Hazardous Waste Transporter and with the DWM Hazardous Waste Branch.
- b. Meet minimum insurance requirements for environmental spills, automotive, workers compensation, and other liability insurance.
- c. Provide pre-event safety and education session for staff.
- d. Have site protective/spill clean-up equipment and materials set up prior to the event and meet clean-up standards of grantee after the event.
- e. Have adequate management and labor staff on site during the entire event.
- f. Provide grantee a final report *including weight of items collected by type* (i.e., for HHW events include solvents, pesticides, cleaners, household batteries, mercury, etc. For E-scrap events include monitors, CPUs, printers, peripherals, etc.) Include the disposition of items (i.e., HHW blended as fuel, re-blended as recycled paint, etc. E-scrap - shredded, refurbished for resale, disassembled for parts markets, etc.).

Grantee Guidelines:

- a. Provide a controlled site for the collection event.
- b. Provide adequate traffic control (either by local law enforcement coordination or staff).
- c. Provide the necessary Personal Protective Equipment (PPE) for staff.
- d. Assure that food, water, restroom facilities, as necessary, are available for staff.
- e. Provide qualified first aid personnel coverage during the event.
- f. Provide covered area or building in case of inclement weather during the event.
- g. Provide prior coordination for the proper control/disposition of ammunition or explosives should any be inadvertently brought to the event (law enforcement department, hazardous material response team, etc.).
- h. Provide staff to survey attendees.
- i. Provide a final report to DWM, including the vendor final report and consolidated results of attendee surveys. Include a copy of the paid invoice stamped with date paid, authorizing initials, and check number.
- j. Divert water based (latex) paints from the collection by providing “paint hardening crystals” for residents to take home and harden paint for proper disposal. Other options include fact sheets or brochures outlining home methods of using or hardening paint. See Appendix B.
- k. **Grant funds may not be used to collect Used Motor Oil (UMO) or automotive batteries; however, the applicant may collect UMO and automotive batteries for approved purposes as grant match. Visit <http://waste.ky.gov/RLA/recycling/Pages/recycling.aspx> to find the Quick Link to “Recycling Facilities by County” for facilities that accept UMO or automotive batteries.**

Staff Guidelines:

- a. All volunteer staff must sign a waiver of liability for the event. See the sample for County Attorney approval in Appendix D.
- b. Personal Protective Equipment (PPE) must be provided to all volunteers and grantee workers. Proper wearing of the PPE is the grantees’ responsibility.
- c. Survey staff should hand out “paint hardener” crystals and/or information on how to solidify water based paints and divert used motor oil and automotive batteries from the collection.

Personal Protective Equipment (PPE) Minimum Guidelines:

- A. For HHW Collections (those unloading cars):
 - Safety glasses or goggles
 - Rubber gloves under leather palm work gloves
 - Impermeable plastic/rubber apron
 - Close toed shoes (preferably steel toed)
 - Long sleeve shirt
 - Long pants
- B. For E-scrap Events:
 - Safety glasses or goggles
 - Leather palm work gloves
 - Close toed shoes (preferably steel toed)
 - Long sleeve shirt
 - Long pants
- c. At a minimum, trained, qualified First Aid staff with adequate First Aid supplies (to include eye wash station or bottles) must be on site during the event and with Emergency Medical Services (EMS) on site or immediately available in case of a medical emergency. Access to the site by EMS vehicles must be unhindered.
- d. Emergency spill responders shall be available in case of hazardous waste spills beyond the vendor’s capability. Contact information for Division of Waste Management Field Office staff shall also be available in case of any spill. See Appendix C.

APPENDIX A

Acceptable/Unacceptable Materials The vendor will accept for transportation and disposal the majority of hazardous waste typically produced by households. It is stressed for the safety of everyone involved that all materials are known and properly labeled. Wastes that are not in their original containers will be accepted as "known" wastes provided they are labeled. “Unknown” wastes, if acceptable, will be field tested and packaged for incineration.

Below is a listing of typical household hazardous wastes collected:

Aerosol Spray Cans	Muriatic acid
Ammonia	Oil based paint
Antifreeze	Old chemistry sets
Arts and crafts supplies	Oven cleaners
Bleaches	Paint thinner
Brake fluid	Pesticides
Cesspool cleaners	Photo chemicals
Creosote	Pool chemicals
Drain cleaners	Radiator cleaners
Dry cleaning fluids	Rodent killers

Engine and radiator flushes	Rust preventatives
Floor cleaners	Sealants
Herbicides	Solvents
Household Batteries	Transmission fluid
Insect sprays	Wood preservatives
Metal polish	Wood strippers
Moth balls	

Mercury Containing Equipment (MCE): thermometers, thermostats, compact florescent lamps, and florescent tubes, etc.

The vendor usually reserves the right to refuse any waste deemed unsafe to handle or unsuitable for the collection. Such wastes include:

- Large quantities of unknown materials
- Radioactive waste, including smoke detectors
- Explosives, gun powder, flares, ammunition
- Unstable wastes
- Pressurized fire extinguishers
- Unknown gas cylinders

The collection of water based paint, automotive batteries and used motor oil cannot be funded with Kentucky Pride Fund grants.

APPENDIX B

Waste Paint Hardener

http://www.ehow.com/way_5686555_homemade-waste-paint-hardener.html

<http://www.homedepot.com/buy/paint/stain/homax-waste-away-paint-hardener-for-paint-disposal-2134.html>

[Homax Waste Away Paint Hardener for Paint Disposal](http://www.homaxproducts.com/Browse-Homax-Products/Paint-Hardener)

<http://www.homaxproducts.com/Browse-Homax-Products/Paint-Hardener>

Find the Homax Products **Waste Away Paint Hardener** 2134, Fast Working Can Harden Up to 2/3 of a Gallon from The Home Depot at The Home Depot

Related Searches for waste paint hardener

- [Waste Paint Hardener Lowe's](#)
- [Crown Waste Paint Hardener](#)
- [Krud Kutter Waste Paint Harde...](#)
- [Paint Disposal Hardener](#)
- [Waste Paint Hardener Ingredie...](#)
- [Homax Waste Away Paint Harden...](#)

- [Homemade Paint Hardener](#)
- [Latex Paint Disposal Hardener](#)

Features and Benefits

One bag will harden up to 2/3 of a gallon of left over paint and one 5 gallon container will harden approximately 107 gallons.

- Easy to use
- Works in minutes
- Non-toxic
- Curbside disposal
- Environmentally sound

Typical Uses:

- Hardening leftover acrylic paint
- Hardening leftover latex paint
- Hardening leftover water-based stains
- Hardening and clean-up of spills of all of the above

Type in “Waste Paint Hardener” and you will find several options for purchase. You may also check with your local paint store to see what they may have in store.

WATER BASED PAINTS SHALL NOT BE ACCEPTED FOR GRANT FUNDED COLLECTIONS; HOWEVER, WATER BASED PAINT CAN BE COLLECTED BY THE APPLICANT TO ASSIST COMMUNITY SERVICE ORGANIZATIONS WHO REFURBISH/RENOVATE HOUSES, ETC., AND/OR AS GRANT MATCH.

APPENDIX C

DEPARTMENT FOR ENVIRONMENTAL PROTECTION ENVIRONMENTAL RESPONSE TEAM

TO REPORT AN ENVIRONMENTAL EMERGENCY CALL:

502-564-2380 or 1-800-928-2380

LINE OPEN 24 HOURS A DAY, SEVEN DAYS A WEEK

Field Operations Branch

The branch includes a central office and 10 waste management regional offices located throughout Kentucky. Staff from these offices are familiar with the local waste management issues and can respond to your questions and concerns.

DWM REGIONAL OFFICE PERSONNEL

Central Office (502) 782-6725
300 Sower Blvd. Frankfort, KY 40601
Alex Sadlin, DWM Regional Manager

Bowling Green (270) 746-7475
2642 Russellville Rd.
Bowling Green, KY 42101
Barbara Hankins, Supervisor

Columbia (270) 384-4735
2751 Campbellsville Road
Columbia, KY 42728
John Rogers, Supervisor

Florence (859) 525-4923
8020 Veterans Memorial Drive, Suite
110 Florence, KY 41042
Adam Fritsch, Supervisor

Frankfort (502) 564-3358
300 Sower Boulevard Frankfort, KY
40601
Richard Thomas, Supervisor

Hazard (606) 435-6022
1332 KY 15
Hazard, KY 41701
Kelly Fugate, Supervisor

London (606) 330-2080
875 South Main Street
London, KY 40741
Chase Whitis, Supervisor

Louisville (502) 782-8971
9116 Leesgate Road
Louisville, KY 40222
**Denise Dzurenka,
Supervisor**

Madisonville (270) 824-7532
625 Hospital Drive State
Office Bldg. 4th floor
Madisonville, KY 42431
Larry Tichenor, Supervisor

Morehead (606) 783-8655
525 Hecks Plaza Drive
Morehead, KY 40351
Ben Walter, Supervisor

Paducah (502) 782-5892
130 Eagle Nest Drive
Paducah, KY 42003
James Hathcock, Supervisor

APPENDIX D

Sample for County Attorney Approval
NAME of GRANTEE
HOUSEHOLD HAZARDOUS WASTE (HHW)
COLLECTION EVENT

Agreement to Participate Release & Waiver Form

In consideration of permission to participate in the cooperating agencies' HHW/E-scrap collection event sponsored by a grant through the Kentucky Department for Environmental Protection, Division of Waste Management (DEP/DWM) and other sponsors, and recognizing that this program will involve activities which could be dangerous, I intend to be legally bound hereby, for myself, my heirs, executors and administrators, voluntarily assume all risks of accident or injury and release and forever discharge DEP/DWM, Name of Grantee and other sponsors and their respective employees, officers and agents from any and all liability for personal injury or property damage of any kind sustained in association with participation in the program, whether such personal injury or property damage is caused by the negligence of the sponsors, their respective employees, officers, or agents, or otherwise.

I covenant and agree to indemnify and hold harmless DEP/DWM, Name of Grantee and other sponsors, their respective employees, officers, and agents, from any liability, loss and expense, including but not limited to damages, legal expenses and cost of defense, in any matter arising from my participation in the HHW/E-scrap collection event.

As used herein, "Agents" shall include local area coordinators and other volunteers working on behalf of any of the event sponsors.

I further agree to abide by all applicable rules and regulations promulgated by the sponsors and agree to follow instructions of all supervisors and/or instructors who are connected with this activity.

_____ Check here if on medication or if health problems may affect participation in the Household Hazardous Waste and/or E-scrap Collection Event. A site Coordinator must speak with you if this paragraph is checked.

Participant (Signature) Date

Participant (Name Printed) E-Mail Address

Mailing Address City
State Zip

What Did You Bring Today?

- 1. Please provide your zip code _____
- 2. Approximately how *many* of the following items did you bring?
 - _____ *Oil Based Paint _____ Solvent _____ Antifreeze
 - _____ Insecticide/Herbicide _____ Liquid Mercury
 - _____ Mercury Containing Equipment (MCE) _____ Poison
 - _____ Household Batteries _____ Fluorescent bulbs, tubes, lamps
 - _____ Pool Chemicals _____ Automotive Fluids
 - _____ Cleaners _____ Spray Cans
 - Other: _____
 - _____ Computer Monitor _____ Printer _____ Cell Phone
 - _____ TV _____ Printer/Copier _____ Fax Machine
 - _____ Lap Top _____ CPU/Tower
 - _____ Peripherals (keyboard, mouse, speakers)

We Would Like to Know...

- 1. Are you aware that scrap electronic equipment may contain hazardous components that could be harmful?
_____ Yes _____ No
 - 2. Would you be willing to pay a small fee for this type of event to help offset the cost of collection, recycling & disposal?
_____ Yes, How much? _____ \$5 _____ \$10 _____ \$15
_____ \$ other _____ No
 - 3. How far would you be willing to travel to this type of event?
_____ 1-5 miles _____ 6-10 miles _____ More than 10 miles
 - 4. How did you hear about today's event?
_____ Radio _____ Newspaper _____ TV
_____ Posted Flyer _____ Web Page
- Your comments/suggestions for future events.
- _____

***Water based (latex & acrylic) paint & used motor oil (UMO) and automotive batteries are not accepted. Ask about disposal options or recycling options for these items.**

¿Qué ha traído hoy?

1. Ingrese su código postal _____
contener
2. ¿Aproximadamente cuántos de los siguientes elementos ha traído?
_____*Pintura a base de aceite _____Solvente _____Anticongelante
____Insecticida/herbicida _____Mercurio líquido
____Equipos con contenido de mercurio (MCE) _____Veneno
____Pilas domésticas _____Bombillas, tubos y lámparas fluorescentes
____Químicos para piscina _____Fluidos automotrices
____Productos de limpieza _____Latas de aerosol
Otro: _____

____Monitor de computadora _____Impresora _____Teléfono celular
____Televisor _____Impresora/Copiadora _____Fax
____Computadora portátil _____CPU/Torre
____Periféricos (teclado, mouse, parlantes)

Nos gustaría saber...

1. ¿Está usted al tanto de que los equipos electrónicos chatarra pueden
componentes peligrosos que podrían ser dañinos?
_____Sí _____No
2. ¿Estaría dispuesto a pagar una pequeña tarifa para que este tipo
de eventos ayuden a compensar el costo de recolección, reciclado
y eliminación de desechos?
_____Sí, ¿cuánto? _____\$5 _____\$10 _____\$15
_____ \$ Otro _____No
3. ¿Qué distancia estaría dispuesto a recorrer para llegar a un evento de
este tipo?
_____1,5-8 km (1-5 millas) _____9,5-16 km (6-10 millas)
_____Más de 16 km (10 millas)
4. ¿Cómo se enteró del evento de hoy?
_____Radio _____Periódico _____Televisión
____Folleto _____Página de internet
Sus comentarios/sugerencias para futuros eventos.

***No se aceptarán pinturas a base de agua (látex y acrílico) y aceite para motor usado (UMO) ni las baterías para automóviles. Consulte acerca de las opciones de eliminación de desechos o de reciclaje para estos elementos.**

RESOLUTION NO. ____-2026

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE KENTUCKY DEPARTMENT FOR ENVIRONMENTAL PROTECTION – DIVISION OF WASTE MANAGEMENT, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$110,000.00 SUPPORT OF A HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT FOR FAYETTE COUNTY, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF \$27,500.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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 and directed to execute and submit a Grant Application, which is attached hereto and incorporated herein by reference, to the Kentucky Department for Environmental Protection – Division of Waste Management, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of \$110,000.00, the acceptance of which obligates the Urban County Government to the expenditure of \$27,500.00 as a local match.

Section 2 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

0119-26:MRS:4932-9457-9086, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0123-26

File ID: 0123-26

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special Programs

File Created: 02/09/2026

File Name: Request Council authorization to execute a Conditional Commitment Letter and accept additional federal funding from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) in the amount of \$990,202 for the East Hickman Pump Station Expan

Final Action:

Title: Authorization to execute a Conditional Commitment Letter and accept additional federal funding from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) in the amount of \$990,202 for the East Hickman Pump Station Expansion and Rehabilitation Consent Decree project, bringing the total project cost to \$3,770,202. No match required. Budget amendment in process. (L0123-26)(Martin/Albright)

Notes:

Sponsors:

Enactment Date:

Attachments: 26-Blue Sheet to East Hickman Add'l KY Clean Water ARPA Funds, BA 14102, KIA_GrantCommitmentLetter_21CWS142_Supplemental, Map, Resolution 011-2026

Enactment Number:

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

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

Text of Legislative File 0123-26

Title

Authorization to execute a Conditional Commitment Letter and accept additional federal funding from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) in the amount of \$990,202 for the East Hickman Pump Station Expansion and Rehabilitation Consent Decree project, bringing the total project cost to \$3,770,202. No match required. Budget amendment in process. (L0123-26)(Martin/Albright)

Summary

Authorization to execute a Conditional Commitment Letter and accept additional federal funding from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) in the amount of \$990,202 for the East Hickman Pump Station Expansion and Rehabilitation Consent Decree project, bringing the total project cost to \$3,770,202. No match required. Budget amendment in process. (L0123-26)(Martin/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson, 1/29/2026

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3230-303408-3466-92811

This Fiscal Year Impact: \$990,202

Annual Impact: \$0

Project: EHPSPD_2024

Activity: FED_GRANT

Budget Reference: 2024

Current Balance: BA in process



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

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

DATE: FEBRUARY 6, 2026

**SUBJECT: Acceptance of an Increased Award from Kentucky Cleaner Water Round 2
Grant from American Rescue Funds for the East Hickman Pump Station
Expansion and Rehabilitation Project**

Request: Council authorization to execute a Conditional Commitment Letter and accept additional federal funding from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) in the amount of \$990,202 for the East Hickman Pump Station Expansion and Rehabilitation Consent Decree project, bringing the total project cost to \$3,770,202.

Purpose of Request: This grant is for the construction of increasing pumping capacity, monitoring force main odor control and improving screening management facilities at the station. The project is currently under construction and \$990,202 in grant funds has been reallocated from completed grant projects. On January 22, 2026 (Resolution 011-2026), Council approved reallocation of awarded Kentucky Cleaner Water grant funding (ARPA). The purpose of this resolution is to provide approval documentation in the format required by Kentucky Infrastructure Authority (KIA).

This project is part of the Consent Decree Remedial Measures Plan (RMP) project schedule approved by the Commonwealth and the U.S. Environmental Protection Agency (EPA). The project is scheduled for completion by December 31, 2026.

What is the cost in this budget year and future budget years? \$990,202 has been awarded FY2026. No match required. Future years long term O&M costs will be a component of the Fund 4002 operating budget.

Are the funds budgeted? Budget amendment is in process.

File Number: 0123-26

Director/Commissioner: Martin/Albright





Search in Menu



LFUCG Budget Amendment Request Form

Requester: Moore,Celia E Date: 02/09/2026 Status: Pending Approval Amend Nbr: 14102

Business Unit: LFUCG Journal Date: 02/09/2026 Budget Period: 2026 Bid: Admin Review:

Personnel, Operating & Capital Accounts									
Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID	
1	3230	303408	3466	92811	Construction-Sewer Collection	-990,201.67	CHMARTIN	055143	
2	3230	303408	3466	92811	Construction-Sewer Collection	990,201.67	CHMARTIN	055143	

Revenue Accounts									
Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID	
1	3230	303408	3466	44010	Intergovernmental - Federal	-990,201.67	CHMARTIN	055143	
2	3230	303408	3466	44010	Intergovernmental - Federal	990,201.67	CHMARTIN	055143	

▶ **Project/Grant Revenue**

▶ **Project/Grant Expenditures**

Comments:

To reallocate excess project funds from Blenheim Trunk Sewer Project (BWTRUNK_2024) to East Hickman Pump Station (EHSPSPD_2024).

Net Amend Amt: 0.00

Submit for Approval

Save

Add



KENTUCKY INFRASTRUCTURE AUTHORITY

Andy Beshear
Governor

100 Airport Road
Frankfort, Kentucky 40601
(502) 573-0260
<https://kia.ky.gov>

Sandy Williams
Executive Director

January 28, 2026

Linda Gorton
Mayor
Lexington-Fayette Urban County Government
200 E Main St
Lexington, KY 40507

KENTUCKY INFRASTRUCTURE AUTHORITY CONDITIONAL SUPPLEMENTAL COMMITMENT LETTER

KIA Grant Number 21CWS142
WRIS Project Number SX21067015

Dear Official,

Congratulations on receiving an increase to your existing Kentucky Cleaner Water Program (the "CWP") grant funds for your Project! The Kentucky Infrastructure Authority (the "Authority") approved the additional grant funds to the Lexington-Fayette Urban County Government (the "Grantee") in the amount of \$990,202 for the LFUCG-East Hickman Pump Station Expansion and Rehabilitation project. This brings your total grant award to \$3,770,202. We look forward to working with you to successfully complete your Project! All terms, conditions, and Exhibits previously provided to the Authority by the Grantee for this Grant are incorporated herein by reference. Note that this Conditional Supplemental Commitment Letter, Attachments and Exhibits hereto do not include certain exhibits that were included in your original Conditional Commitment Letter because updated versions of those exhibits are not needed for this supplemental grant. We have left the original Exhibit numbers in place for clarity.

Please be aware that these CWP Grant Project funds are provided through the American Rescue Plan Act of 2021, Coronavirus State Fiscal Recovery Fund and must be obligated by December 31, 2024 and fully expended by December 31, 2026. Any funds not obligated by December 31, 2024 or expended by December 31, 2026 will be forfeited and will not be available for the project.



An Assistance Agreement (or Supplemental Assistance Agreement if your Assistance Agreement is already signed) will be executed between the Authority and the Grantee upon satisfactory performance of the conditions set forth in Attachment A. Funds will be available for disbursement only after execution of the Assistance Agreement and / or Supplemental Assistance Agreement.

During the course of implementing your project, please inform the Authority of any changes in the project scope and financing plan as soon as possible.

We wish you every success for this project, which will benefit both your community and the Commonwealth as a whole.

Sincerely,



Sandy Williams,
Executive Director

Attachments

cc: Charles H Martin, Project Administrator
Tiffany Rank, Lexington Fayette Urban County Government
Casey Cash, ADD Coordinator
Don Schierer, KIA Grant Analyst
File

Please sign and return a copy of this letter indicating your acknowledgement and acceptance of the commitment and its terms and conditions incorporated by reference and in the Attachments and Exhibits.

Accepted

Date

ATTACHMENT A
GRANT TERMS AND CONDITIONS

Lexington-Fayette Urban County Government

The Conditional Supplemental Commitment Letter and a subsequent Assistance Agreement or Supplemental Assistance Agreement (the "AA") between the Grantee and the Kentucky Infrastructure Authority shall be subject, but not limited, to the timely compliance with the following terms and conditions.

Terms

1. The grant award shall not exceed \$3,770,202 and shall be used solely for the designated project, unless otherwise permitted in writing by the Authority. Any reallocation requests should include signature approval by the original consensus approval group.
2. The grant funds shall be obligated by December 31, 2024. Any grant funds not obligated by December 31, 2024 will not be available for use by the Grantee and will not be available for the project.
3. Grant funds obligated by December 31, 2024 must be expended by the Grantee by December 31, 2026. Any obligated funds not fully expended by December 31, 2026 will not be available for use by the Grantee and will not be available for the project.
4. The grant must be reviewed and approved by the Capital Projects and Bond Oversight Committee of the Kentucky Legislature prior to the Authority's execution of the AA.
5. The AA must be executed within six (6) months from project bid opening.
6. Grant funds will only be disbursed after execution of the AA as project costs are incurred.
7. All approvals required by the Kentucky Division of Water (DOW), if any, shall be obtained by the Grantee prior to project bid. All approvals required by the Kentucky Public Service Commission, if any, shall be obtained prior to commencement of project construction.
8. All acquisitions of easements or purchases of land shall be completed prior to commencement of construction.
9. CWP grant funds are federal funds. If more than \$750,000 of federal funds including all sources are disbursed to the Grantee in any one fiscal year, the Grantee is required to have a single or program-specific audit conducted for that

year in accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

10. If CWP funds are used in conjunction with any other federal funds including but not limited to programs of the EPA, USDA, HUD, CDBG, ARC or other federal agencies, the CWP funds shall comply with these agencies' program requirements, regulations, and laws such as compliance with the Davis-Bacon Act, the Federal Environmental Protection Act and others.
11. SAM.gov Requirements. Grantees are required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).
12. All correspondence and document sharing between the Authority and the Grantee shall be by email and portable document format (.pdf) attached to email.

Conditions

The following is a list of the standard conditions to be satisfied either prior to execution of the AA or incorporated in the AA. The Grantee shall provide completed documentation marked with the corresponding Exhibit Number related to each condition. Forms and document templates for each condition are provided in Attachment C. All required documentation must be submitted to the staff member of the Authority assigned to the Grantee.

1. The Project Profile (SX21067015) shall be updated to accurately reflect project data, including the budget and mapping information, effective as of the date certified in **Exhibit 1**.

Documentation of final funding commitments from all parties other than the Authority as identified on the Project Budget (Attachment B) and in the Budget Tab of the updated Project Profile shall be provided prior to execution of the AA and disbursement of grant funds. Any subsequent changes in the anticipated project funding shall be immediately reported to the Authority and may cause this grant to be subject to further consideration.

Exhibit 1 must be completed and returned to the Authority with this signed Conditional Supplemental Commitment Letter.

After providing the Authority with the signed Conditional Supplemental Commitment Letter and Exhibit 1, the Authority will forward to the Grantee the AA. Upon completion by the Grantee of Exhibits 4 and 5, the Authorized Official shall sign the AA and forward the Exhibits, with supporting documentation, and the signed AA to the Authority for execution.

2. After receiving the AA: At an official meeting of its governing body, the Grantee shall approve acceptance of the Grant and the AA, amend its annual budget accordingly, and designate an Authorized Official to sign all appropriate documents. The resolution and the certificate of Recording Officer are submitted as **Exhibit 4**.
3. After receiving the AA: Legal Counsel for the Grantee must provide an opinion to the Authority as to the legality of Grantee accepting the grant and approving the AA as **Exhibit 5**.

**ATTACHMENT B
PROJECT BUDGET**

CWP PROJECT BUDGET

**Project Title: LFUCG-East Hickman Pump Station
Expansion and Rehabilitation**

WRIS#: SX21067015

Project Budget: Estimated March 7, 2025
enter date

As Bid June 12, 2025
enter date

Revised January 30, 2026
enter date

Cost Classification		CWP Grant 21CWS142	Funding Source 1	Funding Source 2	Funding Source 3	Funding Source 4	Funding Source 5	Local Funds	Unfunded Costs	Total
1	Administrative Expenses	22,224								22,224
2	Legal Expenses									
3	Land, Appraisals, Easements									
4	Relocation Expense & Payments									
5	Planning									
6	Engineering Fees - Design	134,852								134,852
7	Engineering Fees - Construction	48,815								48,815
8	Engineering Fees - Inspection	106,450								106,450
9	Engineering Fees - Other									
10	Construction	2,945,000								2,945,000
11	Equipment									
12	Miscellaneous									
13	Contingencies	512,861								512,861
	Total	3,770,202								3,770,202

Funding Sources	Amount	Date Committed
1		
2		
3		
4		
5		
Total		

Local Funding Sources	Amount	Date Committed
1		
2		
Total		

Total Funding 3,770,202 -

Construction Cost Categories	Funding Source	Total Cost
Treatment Secondary Portion		
Treatment Advanced Portion		
Inflow & Infiltration Correction		
Major Sewer Rehabilitation	21CWS142	3,770,202
Collector Sewers		
Interceptor Sewers, including Pump Stations		
Combined Sewer Overflow Correction		
Stormwater		
Energy Conservation		
Water Conservation		
TOTAL CONSTRUCTION COSTS		

ATTACHMENT C**CWP GRANT CONDITIONS – COMPLIANCE FORMS & EXHIBITS**

Note A: Exhibit 1 must be completed, signed electronically or manually, then scanned and emailed to THE AUTHORITY with the Grantee's signed Conditional Supplemental Commitment Letter.

Exhibit 1 Notification to The Authority of completed Review / Update of Project Profile

Note B: Upon receipt of the signed Conditional Supplemental Commitment Letter, the Authority's verification of Exhibit 1, and approval by the Capital Projects and Bond Oversight Committee (CPBOC), the Authority will forward to the Grantee the AA. AFTER receiving the AA, the Grantee should complete Exhibits 4 and 5. Then the Authorized Official may sign the AA and email it to the Authority with Exhibits 4 and 5.

Exhibit 4 Grantee Resolution (Accepting Grant, Approving AA, Amending Budget, Designating an Authorized Official) and Certificate of Recording Officer

Exhibit 5 Opinion of Legal Counsel Relating to the Grantee Resolution

EXHIBIT 1

CERTIFICATION OF PROJECT PROFILE REVIEW & UPDATE

The Project Profile was reviewed and updated in the Water Resource Information System as of _____ by the Grantee's Authorized Official and Project Administrator.

(date)

Project Administrator: _____

Grant Number: 21CWS142

EXHIBIT 4**RESOLUTION****RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE SUPPLEMENTAL GRANT, APPROVING THE GRANT ASSISTANCE AGREEMENT [or the GRANT SUPPLEMENTAL ASSISTANCE AGREEMENT], AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS**

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in Senate Bill 36 of the 2021 Regular Session of the Kentucky General Assembly and in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a supplemental grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into a supplemental assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1. The Grantee hereby accepts the grant award and approves the Agreement between the Grantee and the Authority to provide the additional funds to the Grantee for the Project.

SECTION 2. That _____, and any Successors-in-Title, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3. That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout.

SECTION 4. That this resolution shall take effect at the earliest time provided by law.

ADOPTED on _____, 202__.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

Authorized Signatory

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on _____, 202____; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on _____, 202____.

Secretary/Clerk

EXHIBIT 5**OPINION OF LEGAL COUNSEL
RELATING TO GRANTEE RESOLUTION**

(Content below to be placed on letterhead of Legal Counsel for Grantee)

(Date)

Kentucky Infrastructure Authority
100 Airport Road, Third Floor
Frankfort, Kentucky 40601

RE: Grant Assistance Agreement [or Grant Supplemental Assistance Agreement] by and between Kentucky Infrastructure Authority and Grantee, dated as of _____, 202__.

Ms. Sandy Williams:

The undersigned is an attorney at law duly admitted to the practice of law in the Commonwealth of Kentucky and serves as legal counsel to the Lexington-Fayette Urban County Government, hereinafter referred to as the "Grantee". I am familiar with the organizational structure and operations of the Grantee and the laws of the Commonwealth applicable thereto. Additionally, I am familiar with the utility infrastructure project (the "Project") for which the Grant Assistance Agreement [or Grant Supplemental Assistance Agreement] (the "Agreement") between the Kentucky Infrastructure Authority (the "Authority") and the Grantee is being authorized, executed and delivered.

I have reviewed the form of Agreement by and between the Authority and the Grantee and the legislation of the governing body authorizing the execution and delivery of said Agreement.

Based upon my review I am of the opinion that:

1) The Grantee is a (unit of local government, or a special purpose governmental entity or a corporation) of the Commonwealth of Kentucky duly organized and validly existing under the Constitution and statutes of the Commonwealth of Kentucky.

2) The Agreement has been duly executed and delivered by the Grantee and is a valid and binding obligation of the Grantee, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by equitable principles and by bankruptcy, reorganization, moratorium, insolvency, or similar laws heretofore or

hereafter enacted relating to or affecting the enforcement of creditors' rights or remedies generally.

3) The Grantee has all necessary power and authority (i) to enter into, perform and consummate all transactions contemplated by the Agreement, and (ii) to execute and deliver the documents and instruments to be executed and delivered by it in connection with the construction of the Project.

4) The execution and delivery of the Agreement and the performance by the Grantee of its obligations thereunder does not and will not conflict with, violate, or constitute a default under any court or administrative order, decree or ruling, or any law, statute, ordinance or regulation, or any agreement, indenture, mortgage, lease, note or other obligation or instrument, binding upon the Grantee, or any of its properties or assets.

5) To the best of my knowledge after due inquiry there is no action, suit, proceedings or investigation at law or in equity before any court, public board or body pending or threatened against, affecting or questioning (i) the valid existence of the Grantee, (ii) the right or title of the members and officers of Grantee to their respective positions, (iii) the authorization, execution, delivery or enforceability of the Agreement or the application of any monies or security therefore, (iv) the construction of the Project, or (v) that would have a material adverse impact on the ability of the Grantee to perform its obligations under the Agreement.

6) None of the proceedings or authority heretofore had or taken by the Grantee for the authorization, execution or delivery of the Agreement has or have been repealed, rescinded, or revoked.

7) All proceedings and actions of the Grantee with respect to which the Agreement is to be delivered were in place or taken at meetings properly convened and held in substantial compliance with the applicable provisions of Sections 61.805 to 61.850 of the Kentucky Revised Statutes.

Respectfully,



East Hickman Pump Station

RESOLUTION NO. 011 - 2026

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY AND ALL DOCUMENTATION NECESSARY FOR THE REALLOCATION OF AWARDED KENTUCKY CLEANER WATER GRANT FUNDING (ARPA), REALLOCATING EXCESS PROJECT FUNDS FROM COMPLETED GRANT PROJECTS TO GRANT PROJECTS NOT OTHERWISE FULLY FUNDED, AND FURTHER AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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 and directed to execute any and all documentation necessary for the reallocation of awarded Kentucky Cleaner Water grant funding (ARPA), reallocating excess project funds from completed grant projects to grant projects not otherwise fully funded.

Section 2 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: January 22, 2026

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL