

# ENVIRONMENTAL ENTERPRISES, INC.

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## HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the Lexington-Fayette Urban County Government, (herein after "District"), and **Environmental Enterprises, Inc.** (hereinafter "EEI"), an Ohio corporation.

The District and EEI agree as follows:

1. On April 23rd beginning at 8:30 a.m. and ending at 4:00 p.m., hereinafter called the "Collection Event", EEI shall have present at the location: 1631 Old Frankfort Pike, Lexington, KY (hereinafter called the "Site") an employee or agent of EEI (the "Site Chemist") trained in the identification and handling of hazardous wastes ("Wastes") as defined by state and federal laws and regulations promulgated pursuant thereto, including the Federal Solid Waste Disposal Act, 42 U.S.C. §§6901 *et seq.*, and the Ohio Hazardous Waste Management Laws, Chapter 3734, Ohio Rev. Code. EEI shall also provide 45 additional personnel, additional equipment, and additional materials necessary to handle, containerize, label, load, and transport all Wastes delivered to and accepted by EEI from residents of the counties within the District, and shall transport said wastes for disposal in a manner which conforms to all state and federal laws and regulations. EEI shall provide for mobilization to and demobilization from the Site, and shall assure that the Site is returned to the same condition it was in prior to its use for the Collection Event.
2. The District agrees to pay EEI for services actually rendered under this Agreement in accordance with EEI's established rate schedule, attached hereto as Exhibit A, with the condition the Community not pay more than \$104,585 (the "Contract Limit").
4. EEI shall agree to make a joint visit to the Collection Event site with District personnel at least thirty (30) days prior to the event date.
3. Within thirty (30) days of the conclusion of the Collection Events, EEI shall submit to the District an invoice for payment. The invoice shall contain:
  - a. The Date and Site of each individual Collection Event;
  - b. The name of the Site Chemist at the Site;
  - c. The actual, categorized amount of household hazardous waste collected and transported for disposal or recycling from the Site;
  - d. The actual amount due for services rendered at the Site per the rate schedule attached as Exhibit A and Exhibit B ; and
  - e. The total amount due from the District for the services rendered.
  - f. The types and amounts of waste listed on forms prescribed by Ohio EPA. (as shown in Attachment A)



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



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

**If to the District:**

Ms. Lauren Monahan  
Division of Waste Management  
675 Byrd Thurman Drive  
Lexington, KY 40510  
Phone: (859) 367-4948  
Mobile Phone: (859) 327-7571  
Fax: (859) 367-4923  
Email: lmonahan@lexingtonky.gov

**If to Environmental Enterprises, Inc.:**

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

Email: bdepeel@eeienv.com

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

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

**District of: Lexington-Fayette Urban County Government**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Environmental Enterprises, Inc.:**

Name: *Brian J. DePeel*

Title: *Director, Lab Pack Services Division*

Signature:  \_\_\_\_\_

Date: *February 26, 2016* \_\_\_\_\_

**Household Hazardous Waste Collection Agreement**

Collection Date: Saturday, April 23, 2016

Time: 8:30 a.m. - 4:00 p.m.

Number of District Volunteers: ~100

Number of EEI staff: 45

**The District's Site Coordinator Information:**

Name: Ms. Lauren Monahan

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

Phone: (859) 367-4948

Mobile Phone: (859) 327-7571

Email: lmonahan@lexingtonky.gov

Fax: (859) 367-4923

**EEI's Site Chemist Information:**

Name: DAN McLabe

Mailing Address: 10163 Cincinnati-Dayton Rd. Cin., OHIO 45241

Phone: (513) 772-2818

Mobile Phone: (513) 266-3800

Email: dmcclabe@eeienv.com

Fax: (513) 782-8950

**EEI's Main Event Coordinator Information:**

Name: Brian Defeel

Mailing Address: 4650 Spring Grove Ave. Cincinnati, OH. 45232

Phone: 800-850-3587

Mobile Phone: (513) 266-3772

Email: bdefeel@eeienv.com

Fax: (513) 853-3597

