

**CONSTRUCTION OPERATORS' COOPERATIVE AGREEMENT
FOR STORMWATER POLLUTION PREVENTION**

This cooperative agreement, entered into this _____ day of _____, 20____, by and between KENTUCKY AMERICAN WATER, a Kentucky Corporation, having its offices at 2300 Richmond Road, Lexington, Kentucky, hereinafter called "COMPANY" and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, hereinafter called "DEVELOPER", owner of a certain tract of land located within the service area of COMPANY, which tract is now being developed by DEVELOPER as a new subdivision or unit thereof, described as West Hickman Wet Weather Storage Facility @ 2401 Richmond Road. hereinafter called "SUBDIVISION",

WITNESSETH:

This cooperative agreement describes stormwater responsibilities for COMPANY and DEVELOPER regarding the SUBDIVISION. The operators below agree to abide by the following conditions throughout the duration of the construction project, effective the date of signature.

This project is subject to the Kentucky Division of Water's Pollutant Discharge Elimination System (KPDES) General Permit for Construction Activities. The goal of this permit is to prevent the discharge of pollutants associated with construction activity from entering the storm drain system or surface waters. DEVELOPER has developed a Stormwater Pollution Prevention Plan (SWPP Plan) consisting of appropriate Best Management Practices (BMPs) for the SUBDIVISION. A copy of that SWPP Plan has been provided to and reviewed by COMPANY. The SWPP Plan is available for review on-site.

COMPANY's Responsibilities:

- COMPANY shall not begin construction activities until this Agreement has been fully executed, indicating COMPANY is covered under the DEVELOPER's existing KPDES permit.
- COMPANY shall be responsible for maintaining compliance with the DEVELOPER's SWPP Plan and, if necessary, installing erosion and sediment controls as outlined in the DEVELOPER's SWPP Plan within the areas disturbed by COMPANY's construction activities. If erosion and sediment controls must be installed, COMPANY shall notify DEVELOPER, who may 1) provide necessary materials within five (5) calendar days of that notice or 2) request that COMPANY proceed to acquire the materials and install them. In the absence of either communication, COMPANY shall proceed with the installation five (5) calendar days after notice to DEVELOPER.
- COMPANY shall maintain all BMPs within the limits of their construction for the duration of their construction activities.

- If requested by DEVELOPER, COMPANY shall provide self-inspection services for their construction area for the duration of their construction activities and shall provide a copy of inspection reports to DEVELOPER. COMPANY shall promptly communicate to DEVELOPER any BMP changes that would trigger the need for a SWPP Plan modification.
- COMPANY shall reimburse all reasonable costs incurred by DEVELOPER to address excess sediment discharges, debris or spills caused by COMPANY.
- COMPANY shall replace in kind or reimburse DEVELOPER for any existing BMP that COMPANY damages or removes.
- COMPANY shall not store erodible or hazardous materials on any roadway. Material resulting from trenching excavation may be temporarily side cast onto a roadway, provided the material is completely removed by the end of the work shift or sediment runoff prevention measures are installed.
- COMPANY shall maintain a clean site. Trash and debris shall be picked up and disposed of properly by the end of each day.
- COMPANY shall, if DEVELOPER deems necessary, participate in periodic meetings to discuss KPDES Permit compliance.
- COMPANY is responsible for advising employees and subcontractors working on this project of the requirements in the KPDES and the applicable SWPP Plan. COMPANY shall place particular emphasis on ensuring BMPs are not damaged and pollutants are not introduced into the storm drain system.
- COMPANY shall, upon construction completion, furnish to DEVELOPER a statement setting forth the total reasonable costs incurred in the installation of any erosion and sediment controls not already in place at commencement of construction activities.
- COMPANY shall, upon construction completion, schedule a time for DEVELOPER to conduct a final inspection of the site. Both COMPANY and DEVELOPER shall sign a Final Construction Report indicating COMPANY has completed all construction activities and left the site in an acceptable condition.

DEVELOPER's Responsibilities:

- Pursuant to this Agreement, DEVELOPER retains operational control and responsibility to address the impacts that COMPANY's construction activities may have on stormwater runoff.
- DEVELOPER shall, for all areas impacted by COMPANY's construction activities, ensure permit coverage by the KPDES General Permit for Construction and ensure permit coverage is maintained for the duration of COMPANY's construction activities.
- DEVELOPER shall provide COMPANY a copy of the applicable Notice of Intent (NOI) filed for permit coverage.
- DEVELOPER shall provide COMPANY a copy of the applicable SWPP Plan.

- DEVELOPER shall ensure the SWPP Plan incorporates BMPs adequate for COMPANY's construction activities.
- DEVELOPER shall be responsible for general oversight of the project, including review of the SWPP Plan and any amendments, inspection reports, and corrective actions.
- DEVELOPER shall maintain the SWPP Plan documentation and shall conduct and document self-inspections, as required under KPDES.
- DEVELOPER shall make available a copy of inspection reports to COMPANY.
- DEVELOPER shall maintain erosion and sediment control BMPs in all areas of the site under its control.
- DEVELOPER shall, upon notification by COMPANY of construction completion, at the agreed upon time, conduct a final inspection of the site. Both COMPANY and DEVELOPER shall sign a Final Construction Report indicating COMPANY has completed all construction activities and left the site in an acceptable condition.
- DEVELOPER shall, upon notification by COMPANY of construction completion, within ten (10) days of receipt of COMPANY statement, deposit said amount to reimburse COMPANY the total reasonable costs incurred by the COMPANY in the installation of any erosion and sediment controls not already in place at commencement of construction activities.

The undersigned agree to abide by the terms and conditions of this cooperative agreement.

Lexington-Fayette Urban County Government		KENTUCKY AMERICAN WATER	
Accounts Payable 200 E Mains St Lexington, KY 40507		2300 Richmond Road Lexington, KY 40502	
Signed:		Signed:	
Printed:		Printed:	Brent E. O'Neill, P.E.
Title:		Title:	Director of Engineering
Date:		Date:	

**PLEASE FORWARD A COPY OF YOUR W9
(OR COMPLETE THIS FORM)
RETURN COMPLETED W9 WITH YOUR DEPOSIT.**

Form W-9
Rev. October 2007
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3. Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
OR	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,