

THIRD AMENDMENT
TO
WASTE SUPPLY AND DISPOSAL AGREEMENT AND
ASSIGNMENT, ASSUMPTION AND CONSENT

This Third Amendment (this "Amendment") to that certain Waste Supply and Disposal Agreement, dated March 19, 2015, by and between the Lexington Fayette Urban County Government ("Lexington") and Waste Services of the Bluegrass, LLC, a Kentucky limited liability company ("WSOB"), together with that certain Amendment to Waste Supply and Disposal Agreement, dated December 7, 2021, and that certain Second Amendment to Waste Supply and Disposal Agreement, dated November 1, 2022 (collectively, the "Contract") is entered into as of August 20, 2024, by and among Lexington, WSOB and Republic Services of Kentucky, LLC, a Kentucky limited liability company ("Republic"). Lexington, WSOB and Republic are hereinafter collectively referred to as the "Parties."

WHEREAS, WSOB and Republic have entered into an Asset Purchase Agreement, dated as of June 11, 2024, pursuant to which WSOB has agreed to sell substantially all of its assets to Republic (the "Transaction"), including the Contract;

WHEREAS, pursuant to Section 14 of the Contract, WSOB must give prior written notice to Lexington, and must obtain the express written consent of LFUCG, prior to assigning the Contract;

WHEREAS, the Parties desire to amend the Contract on the terms and subject to the conditions set forth in this Amendment; and

WHEREAS, it is in the best interests of the Parties to enter into this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment of Section 1.6. Section 1.6 of the Contract is amended and restated in its entirety to read as follows:

"Disposal Site: The Tri-K Landfill located in Stanford, Kentucky, the Blue Ridge Landfill located in Irvine, Kentucky, and the Morehead Landfill located in Morehead, Kentucky. Prior to the use of any other properly permitted contained landfill, other properly permitted disposal site, or properly permitted facility not specifically listed herein, Republic Services of Kentucky, LLC shall receive the approval from LFUCG and any necessary state regulators."

2. Deletion of Section 7.5. Section 7.5 of the Contract is deleted in its entirety.
3. Assignment. Effective as of the closing of the Transaction, WSOB transfers, conveys, assigns, and sets over to Republic all of WSOB's right, title, and interest in, to, and under the Contract, as amended further herein, and represents and warrants to Republic that: (a) WSOB's execution and delivery of this Assignment has been duly authorized; and

(b) the person executing this Assignment on behalf of WSOB is fully authorized to execute it.

4. Acceptance and Assumption. Effective as of the closing of the Transaction, Republic assumes all of WSOB's right, title and interest in, to, and under the Contract, as amended herein, and assumes and agrees to be bound by the Contract, as amended further herein, and to keep, perform, and fulfill each and all of the covenants, agreements, terms, provisions, conditions, and obligations required to be kept, performed, and fulfilled by WSOB under the Contract, as amended further herein, which arise and relate to periods on or subsequent to the closing of the Transaction. Republic hereby represents and warrants to WSOB that: (a) Republic's execution and delivery of this Assignment has been duly authorized; and (b) the person executing this Assignment on behalf of Republic is fully authorized to execute it.

5. Consent to Assignment. Lexington hereby acknowledges and consents to the assignment of the Contract, as further amended herein, from WSOB to Republic (the "Assignment") effective as of the closing of the Transaction. Any consent provided herein by Lexington shall be conditioned upon receipt of the following, to the reasonable satisfaction of Lexington: (a) a bond in the amount, and under the terms, required by the Contract (the "Performance Bond"), in draft form provided prior to the closing of the Transaction; (b) proof of insurance in the amounts, and under the terms, required by the Contract, provided prior to the closing of the Transaction, which shall take effect on the date of the Transaction; and (c) the executed Performance Bond provided within two (2) business days after the closing of the Transaction, which shall take effect on the date of the Transaction. For the avoidance of doubt, WSOB shall not terminate its existing bond in favor of Lexington or insurance policies until Republic has delivered its executed bond to Lexington.

6. Ratification. All provisions of the Contract not specifically amended hereby shall remain in full force and effect, shall be unaffected by this Amendment and are incorporated herein by reference.

7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Amendment may be executed by delivery of an electronic copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Name: Linda Gorton
Title: Mayor

ACKNOWLEDGMENT

STATE OF KENTUCKY)
)§
COUNTY OF FAYETTE)

On this 31st day of July, 2024, before me Mackenzie Stock, the undersigned officer, personally appeared Linda Gorton, who acknowledged himself/herself to be the Mayor of LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT, and that he/she, as mayor, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself/herself, as mayor.

In witness thereof I hereunto set my hand and official seal.

Mackenzie Stock
Signature of Notary Public
Notary Public
My commission expires: 11/29/2027
ID# KYNP82853

(SEAL)

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

WASTE SERVICES OF THE BLUEGRASS, LLC
By: [Signature]
Name: Frank Hundley
Title: Manager

ACKNOWLEDGMENT

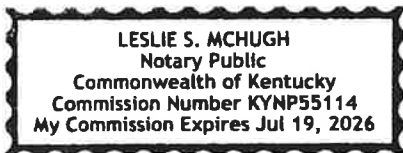
STATE OF Kentucky)
)§
COUNTY OF Jessamine)

On this 23rd day of July, 2024, before me Leslie S. McHugh, the undersigned officer, personally appeared Frank Hundley, who acknowledged himself/herself to be the Manager of WASTE SERVICES OF THE BLUEGRASS, LLC, a Kentucky limited liability company, and that he/she, as Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself/herself, as Manager.

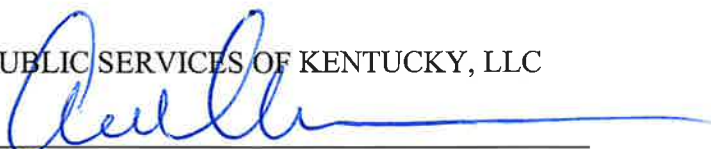
In witness thereof I hereunto set my hand and official seal.

Leslie S. McHugh
Signature of Notary Public
Notary Public
My commission expires: 7/19/26

(SEAL)



IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

REPUBLIC SERVICES OF KENTUCKY, LLC
By: 
Name: Adrienne W. Wilhoit
Title: Vice President


ACKNOWLEDGMENT

STATE OF ARIZONA)
)§
COUNTY OF MARICOPA)

On this 16th day of July, 2024, before me Kiara Gonzalez, the undersigned officer, personally appeared Adrienne W. Wilhoit, who acknowledged herself to be the Vice President of REPUBLIC SERVICES OF KENTUCKY, LLC, a Kentucky limited liability company, and that she, as Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by herself, as Vice President.

In witness thereof I hereunto set my hand and official seal.




Signature of Notary Public
Notary Public
My commission expires: 2/2/25

(SEAL)

ACCORD AND SATISFACTION

This Accord and Satisfaction, dated August 20th, 2024, (the "Agreement"), between Lexington-Fayette Urban County Government, an urban county government created pursuant to KRS 67A ("LFUCG"), and Waste Services of the Bluegrass, LLC, a Kentucky Limited Liability Company ("WSOB"), and together with LFUCG, (the "Parties", and each, a "Party").

WHEREAS, the Parties have entered into a Waste Supply and Disposal Agreement, dated March 19, 2015, (as amended by the Amendment to Waste Supply and Disposal Agreement, dated December 7, 2021, and the Second Amendment to Waste Supply and Disposal Agreement, dated November 1, 2022) ("Agreement"); and

WHEREAS, WSOB and Republic Services of Kentucky, LLC, ("Republic") have entered into an Asset Purchase Agreement, dated as of June 11, 2024, pursuant to which WSOB has agreed to sell substantially all of its assets to Republic, including the Agreement; and

WHEREAS, the term of the Agreement ends on or about July 4, 2025; and

WHEREAS, WSOB remains responsible for the Agreement's obligation to remit annual payments of twenty percent (20%) of the net profit from sales of gas from the methane collection and conversion system at WSOB's Scott County, Kentucky, landfill; and

WHEREAS, as part of this obligation, WSOB remains responsible for remitting an annual payment for the remaining year of the Agreement (the "Methane Payment Obligation"); and

WHEREAS, the amounts of methane gas collection payments received by LFUCG have been, on average, \$10,309.96 over the past three fiscal years; and

WHEREAS, the Parties wish to relieve WSOB of the contractual obligation, going forward, to pay a percentage of the net profits of methane gas collection for the remaining year of the Agreement in exchange for a renegotiated amount of \$10,000.00; and

NOW, THEREFORE, in consideration of the premises set out above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Accord and Satisfaction. Within thirty (30) days following the date first written above, WSOB shall pay LFUCG, and LFUCG agrees to accept, a renegotiated amount equal to \$10,000.00 (the "**Termination Payment**"), in lieu of WSOB's remaining Methane Payment Obligation. Notwithstanding anything in the Agreement to the contrary, when and to the extent paid by WSOB, the Termination Payment constitutes final payment and full satisfaction of the Methane Payment Obligation.
2. Release. In consideration of this accord and satisfaction, upon payment by WSOB of the Termination Payment, both Parties will be fully relieved of all further obligations relating to the Methane Payment Obligation and each Party will be fully relieved of further liability to the other Party relating to the Methane Payment Obligation.
3. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

- (b) This Agreement is governed by, and construed in accordance with, the laws of the State of Kentucky, without regard to the conflict of laws provisions of such State. Any legal suit, action, or proceeding arising out of or relating to this Agreement must be instituted in the federal courts of the United States of America or the courts of the State of Kentucky, in each case located in Lexington- Fayette County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- (c) This Agreement, and each of the terms and provisions hereof, may only be amended, modified, waived, or supplemented by an agreement in writing signed by each Party.
- (d) Neither Party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement without the prior written consent of the other party. Any attempted assignment, transfer, or other conveyance in violation of the foregoing will be null and void. This Agreement will inure to the benefit of and be binding on each of the Parties and each of their respective permitted successors and permitted assigns.
- (e) This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.
- (f) The Parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.
- (g) The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
- (h) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction; provided, however, that if any fundamental term or provision of this Agreement is deemed invalid, illegal, or unenforceable by a court of relevant jurisdiction, the parties hereto shall negotiate in good faith to modify this Agreement 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.

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

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton

Name: Linda Gorton

Title: Mayer

WASTE SERVICES OF THE BLUEGRASS, LLC

By: Frank Hundley
Frank Hundley (Jul 26, 2024 17:38 CDT)

Name: Frank Hundley

Title: Manager

ASSIGNMENT, ASSUMPTION AND CONSENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this “Assignment”) is made the 20th day of August, 2024, between **WASTE SERVICES OF THE BLUEGRASS, LLC**, a Kentucky limited liability company (“Assignor”), and **REPUBLIC SERVICES OF KENTUCKY, LLC**, a Kentucky limited liability company (“Assignee”).

RECITALS:

Lexington-Fayette Urban County Government and Lexington Fayette Urban County Government Public Facilities Corporation, together, as Lessor, and Assignor, formerly known as Waste Services of the Bluegrass, Inc., a Kentucky corporation, as Lessee, have entered into that certain Lease Agreement dated March 19, 2015 (the “Lease”) for the premises described therein and located at 1505 Old Frankfort Pike, Lexington, Kentucky 40504 (the “Premises”), a copy of which Lease is attached hereto as “Exhibit A-1”.

Assignor and Republic Services of Kentucky, LLC, a Kentucky limited liability company (“Republic”), have entered into an Asset Purchase Agreement, dated as of June 11, 2024, pursuant to which Assignor has agreed to sell substantially all of its assets to Republic (the “Transaction”), including the Lease;

Assignor desires to assign to Assignee all of its interest in the Lease, and Assignee desires to assume the Lease effective as of the of the closing of the Transaction (the “Effective Date”) upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties covenant and agree as follows:

1. **Terms of the Lease.** The terms and conditions of the Lease are incorporated herein by this reference. The parties hereto acknowledge and agree that the terms and conditions contained in the Lease, including, but not limited to, any representations, warranties, covenants, agreements and indemnities shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Lease and the terms hereof, the terms of the Lease shall govern.

2. **Assignment.** Effective as of the Effective Date, Assignor transfers, conveys, assigns, and sets over to Assignee all of Assignor’s right, title, and interest in, to, and under the Lease and represents and warrants to Assignee that: (a) Assignor’s execution and delivery of this Assignment has been duly authorized; and (b) the person executing this Assignment on behalf of Assignor is fully authorized to execute it.

3. **Acceptance and Assumption.** Effective as of the Effective Date, Assignee assumes all of Assignor’s right, title and interest in, to, and under the Lease and assumes and agrees to be bound by the Lease and to keep, perform, and fulfill each and all of the covenants, agreements, terms,

provisions, conditions, and obligations required to be kept, performed, and fulfilled by Assignor under the Lease which arise and relate to periods on or subsequent to the Effective Date. Assignee hereby represents and warrants to Assignor that: (a) Assignee's execution and delivery of this Assignment has been duly authorized; and (b) the person executing this Assignment on behalf of Assignee is fully authorized to execute it.

4. **Mutual Indemnities**. Assignor shall indemnify, defend, and hold Assignee harmless from and against any and all liabilities, claims, demands, and obligations arising under the Lease up to the Effective Date (including liabilities, claims, demands, and obligations arising prior to the Effective Date but ripening thereafter), and Assignee shall indemnify, defend, and hold Assignor harmless from and against any and all liabilities, claims, demands, and obligations arising under the Lease on or subsequent to the Effective Date, in each case, as provided for in that certain Asset Purchase Agreement dated of even date herewith, as amended, among Assignor, Central Kentucky Hauling, LLC, a Kentucky limited liability (together, "Seller"), and Assignee (as "Buyer").

5. **Contingent upon approval by Lessor**. Notwithstanding the above, the Assignor and Assignee understand and agree that the validity of this Assignment and Assumption of Lease shall be contingent upon prior approval of the assignment of Assignor's right, title and interest in, to and under the Lease to Assignee and the corresponding acceptance thereof by Assignee and assumption by Assignee of Assignor's covenants, agreements, provisions, terms, conditions and obligations under the Lease. A properly executed Consent to Assignment by Lessor is attached hereto and incorporated herein by reference.

56. **Severability**. In case any one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision of this Assignment, and this Assignment shall be construed as if the invalid, illegal or unenforceable provision had never been contained within the body of this Assignment.

7. **Notices**. Any notices required or permitted to be given under this Assignment shall be in writing and shall be deemed given if delivered by hand, sent by recognized overnight courier (such as Federal Express), or mailed by certificate or registered mail return receipt requested, in a postage pre-paid envelope, and addressed as follows:

If to Assignor at: Waste Services of the Bluegrass, LLC
604 Bizzell Drive, Suite 250
Lexington, KY 40510
Attn: Manager

And to: Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, TX 75201
Attn: Blake Redwine

If to Assignee at: Republic Services of Kentucky, LLC

7301 College Blvd., Suite 210
Overland Park, KS 66210
Attn: Area President

And to: Republic Services of Kentucky, LLC
18500 North Allied Way
Phoenix, AZ 85054
Attn: Chief Legal Officer

And to: Spotts Fain
411 East Franklin Street, 6th Floor
Richmond, VA 23219
Attn: David A. Reed, Esq.

8. **Entire Agreement.** This Assignment embodies the entire understanding between the parties with respect to the transaction contemplated herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged into this Assignment. Neither this Assignment nor any of its provisions may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which that enforcement is sought, and then only to the extent set forth in that instrument.

9. **Governing Law.** This Assignment shall be governed by and construed in accordance with the provisions of the laws of the state in which the Premises is located.

10. **Captions.** Captions to paragraphs of this Assignment have been included solely for the sake of convenient reference and are entirely without substantive effect.

11. **Binding Effect.** This Assignment shall be binding upon, and the benefits hereof shall inure to, the parties hereto and their respective successors and assigns.

12. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which shall be one Assignment. A signature received by electronic mail in "portable document format" (".pdf") or facsimile shall be deemed an original. An electronic signature shall constitute an original signature for all purposes hereunder.

13. **Recitals.** The Recitals set forth above are hereby incorporated herein and made a part of this Assignment by this reference.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives, effective as of the Effective Date.

ASSIGNOR:

WASTE SERVICES OF THE BLUEGRASS, LLC,
a Kentucky limited liability company


By: 
Frank Hundley, Manager

ACKNOWLEDGMENT

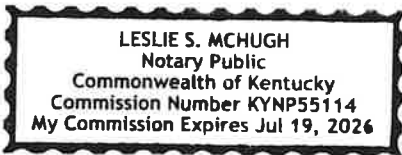
STATE OF Kentucky)
)§
COUNTY OF Jessamine)

On this 23rd day of July, 2024, before me Leslie S. McHugh, the undersigned officer, personally appeared Frank Hundley, who acknowledged himself/herself to be the Manager of WASTE SERVICES OF THE BLUEGRASS, LLC, a Kentucky limited liability company, and that he/she, as Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself/herself, as Manager.

In witness thereof I hereunto set my hand and official seal.


Signature of Notary Public
Notary Public
My commission expires: 7/19/26

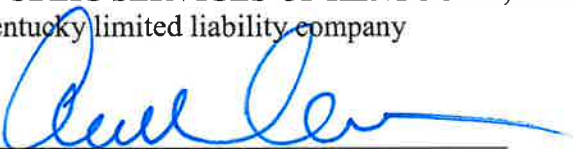
(SEAL)



IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives, effective as of the Effective Date.

ASSIGNEE:

REPUBLIC SERVICES OF KENTUCKY, LLC,
a Kentucky limited liability company

By: 
Adrienne W. Wilhoit, Vice President


ACKNOWLEDGMENT

STATE OF ARIZONA)
)§
COUNTY OF MARICOPA)

On this 16th day of July, 2024, before me Kiara Gonzalez, the undersigned officer, personally appeared Adrienne W. Wilhoit, who acknowledged herself to be the Vice President of REPUBLIC SERVICES OF KENTUCKY, LLC, a Kentucky limited liability company, and that she, as Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by herself, as Vice President.

In witness thereof I hereunto set my hand and official seal.





Signature of Notary Public
Notary Public
My commission expires: 2/2/25

(SEAL)

CONSENT TO ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lexington-Fayette Urban County Government (“Lessor”) does hereby consent to the following:

1. Lessor hereby consents to the foregoing assignment of Assignor’s right, title and interest in, to and under the Lease to Assignee and the corresponding acceptance thereof by Assignee and assumption by Assignee of Assignor’s covenants, agreements, provisions, terms, conditions and obligations under the Lease, subject to the covenants, agreements, terms and conditions set forth herein as well as the approval of any necessary state regulatory bodies.

2. Any consent provided herein by Lessor shall be conditioned upon receipt of the following, to the satisfaction of Lessor: (i) a bond in the amount, and under the terms, required by the Waste Supply and Disposal Agreement (the “Performance Bond”), in draft form provided prior to the closing of the Transaction (as that term is defined in the Assignment, Assumption and Consent Agreement between Waste Services of the Bluegrass, LLC (“WSOB”) and Republic Services of Kentucky, LLC (“Republic”)); (ii) proof of insurance in the amounts, and under the terms, required by the Lease, provided prior to the closing of the Transaction, which shall take effect on the date of the Transaction; and (iii) the executed Performance Bond provided within two (2) business days of the closing of the Transaction, which shall take effect on the date of the Transaction. For the avoidance of doubt, WSOB shall not terminate its existing bond in favor of Lessor or insurance policies until Republic has delivered its executed bond to Lessor.

3. Nothing contained herein or in the Assignment modifies, waives, impairs or affects any of the terms or conditions of the Lease.

4. Lessor represents and warrants that: (i) the Lease is in full force and effect and has not been amended (except as may be otherwise provided herein); (ii) the Lease is the legal, valid and binding obligation of Lessor, enforceable in accordance with its terms; (iii) to the best of Lessor’s knowledge, there are no state of facts which, with the giving of notice, the passage of time, or both, might constitute a default on the part of Lessor under the Lease; (iv) the information set forth on Exhibit “A” attached hereto is true and correct; (v) there are no mortgages, deeds of trust or other liens encumbering the Premises or Lessor’s interest in the Lease; and (vi) the person executing this Consent To Assignment on behalf of Lessor is fully authorized to execute it.

5. The notice address for the Lessee referenced in the Lease shall be modified as follows:

Lessee:	Republic Services of Kentucky, LLC 18500 North Allied Way Phoenix, AZ 85054 Attn: Chief Legal Officer
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5. The address of Lessor for notices and payment of rent under the Lease is as follows:

Lessor¹:

Commissioner of Environmental Quality & Public Works
Lexington Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Phone No. _____

¹ Note to Lessor: Please confirm.

IN WITNESS WHEREOF, Lessor has caused its duly authorized representative to execute this Consent to Assignment this 31 day of July, 2024.

LESSOR:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Name: Linda Gorton
Title: Mayor

ACKNOWLEDGMENT

STATE OF KENTUCKY)
)§
COUNTY OF FAYETTE)

On this 31st day of July, 2024, before me Mackenzie Stock, the undersigned officer, personally appeared Linda Gorton, who acknowledged himself/herself to be the Mayor of LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT, and that he/she, as Mayor, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the entity by himself/herself, as Mayor.

In witness thereof I hereunto set my hand and official seal.

Mackenzie Stock
Signature of Notary Public

Notary Public

My commission expires: 11/20/2027

ID# 82853

(SEAL)

IN WITNESS WHEREOF, Lessor has caused its duly authorized representative to execute this Consent to Assignment this 31st day of July, 2024.

**LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
PUBLIC FACILITIES CORPORATION**

By: Linda Gorton
Name: ~~XXXX~~ Linda Gorton
Title: Mayor

ACKNOWLEDGMENT

STATE OF KENTUCKY)
)§
COUNTY OF FAYETTE)

On this 31st day of July, 2024, before me, Mackenzie Stock, the undersigned officer, personally appeared Linda Gorton, who acknowledged himself/herself to be the Mayor of LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION, and that he/she, as Mayor, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the entity by himself/herself, as Mayor.

In witness thereof I hereunto set my hand and official seal.

Mackenzie Stock
Signature of Notary Public
Notary Public
My commission expires: 11/20/2027
ID# KYNP 82853

(SEAL)

EXHIBIT "A"

LEASE INFORMATION

1. The term of the Lease commenced on July 5, 2015, and expires on July 4, 2025 (unless terminated earlier by Lessee pursuant to the Lease or otherwise pursuant to the express terms of the Lease).
2. Lessee has no remaining option to extend the term of the Lease.
2. Lessee pays no rent for its use of the Premises. Consideration is addressed in the Disposal Agreement referenced within the Lease.
3. Lessor is not holding a security deposit on behalf of Lessee.
4. The complete copy of the Lease together with any and all amendments thereto is attached hereto as Exhibit "A-1".

EXHIBIT "A-1"
COPY OF LEASE

CONTRACT 30 - 2015
EXHIBIT 'F'

LEASE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

12. Indemnification.

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

13. Condition of the Transfer Station; Scales.

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

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

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

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

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

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

25. Entire Agreement. This Agreement and the Disposal Agreement constitute the entire agreement between LFUCG and WSB and this Agreement may be altered or amended only by written agreement of both.

26. Binder. This Agreement shall be binding on the successors and assigns of both LFUCG and WSB.

IN WITNESS WHEREOF, parties have hereunto affixed their names, the day and year first above written, provided, however, that the Lexington Fayette Urban County Government Public Facilities Corporation has signed only for the purposes set out in paragraph 1.4 above.

ATTEST:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Meredith Wilson
COUNCIL CLERK

By: [Signature]
Its: [Signature]

ATTEST:

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION

By: Meredith Wilson
COUNCIL CLERK

By: William Orma
Its: Finance Commissioner

WASTE SERVICES OF THE BLUEGRASS, INC.

By: W. Todd Skaggs
W. TODD SKAGGS, PRESIDENT

STATE OF Kentucky)
COUNTY OF Fayette) : SS



DAMERS CERTIFICATION
 I, the undersigned, being a duly Licensed Professional Engineer, do hereby certify that the above described plat is a true and correct copy of the original as shown to me by the applicant, and that the same conforms to the provisions of the laws of the State of Kentucky relating to the recording of such plats, and that the same is in accordance with the provisions of the laws of the State of Kentucky relating to the recording of such plats, and that the same is in accordance with the provisions of the laws of the State of Kentucky relating to the recording of such plats.

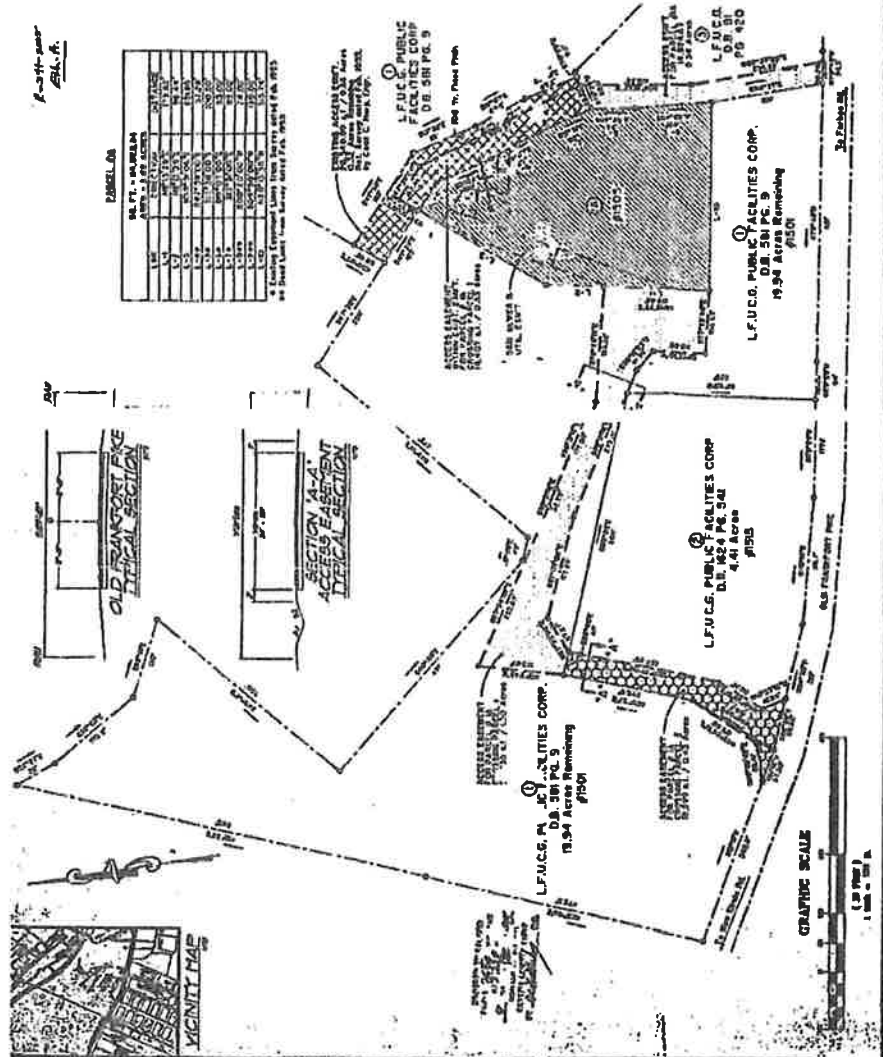
VERIFICATION
 I, the undersigned, being a duly Licensed Professional Engineer, do hereby certify that the above described plat is a true and correct copy of the original as shown to me by the applicant, and that the same conforms to the provisions of the laws of the State of Kentucky relating to the recording of such plats, and that the same is in accordance with the provisions of the laws of the State of Kentucky relating to the recording of such plats, and that the same is in accordance with the provisions of the laws of the State of Kentucky relating to the recording of such plats.

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

East of
 1/4 Sec. 11

TABLE

LINE	BEARING	DISTANCE
1	N 89° 15' 00" E	100.00
2	S 89° 15' 00" W	100.00
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99	S 00° 00' 00" W	100.00
100	N 89° 15' 00" E	100.00



FINAL RECORD PLAT
 of the LEX-FAYETTE URBAN CO GOV'T. / L.F.U.C.C.
 PUBLIC FACILITIES CORPORATION
 (PROPOSED TRANSFER STATION SITE)

NOTICE
 This plat is being recorded for the purpose of recording the same as a final record plat. It is the policy of the Lexington-Fayette Urban County Government to record all final record plats. This plat is being recorded for the purpose of recording the same as a final record plat. It is the policy of the Lexington-Fayette Urban County Government to record all final record plats. This plat is being recorded for the purpose of recording the same as a final record plat. It is the policy of the Lexington-Fayette Urban County Government to record all final record plats.

EXHIBIT A



August 7, 2024

Submitted via Solid Waste Branch Submittal Form, eForm #203

Solid Waste Branch, Division of Waste Management
Energy and Environment Cabinet
Kentucky Department for Environmental Protection
300 Sower Blvd., Second Floor
Frankfort, KY 40601

ATTN: Danny Anderson, P.E., Manager and Jamie Nielsen, Section Supervisor

RE: Waste Services of the Bluegrass Transfer Station
Registration Modification
Permit No. SW 034-00046
Agency Interest No. 35007
Fayette County, KY

To Whom it May Concern:

By way of this letter and the enclosed Registration for a Registered Permit-by-Rule Modification (Form 7059) (the "Modification Application"), Republic Services of Kentucky, LLC ("Republic" or "Transferee") and Waste Services of the Bluegrass LLC ("WSB" or "Transferor") respectfully request that the Division of Waste Management, Solid Waste Branch ("SWB") transfer Solid Waste Permit Number SW 034-00046 (the "RPBR") from WSB to Republic.

WSB operates the solid waste transfer station located at real property owned by the Lexington-Fayette Urban County Government ("LFUCG") and addressed as 1505 Old Frankfort Pike, Lexington, KY 40511 (the "Permitted Facility") covered by the RPBR. Republic has entered into an agreement to purchase certain assets from WSB, including the Permitted Facility (the "Transaction"). The Transaction will not result in any operational changes at the Permitted Facility other than the above-referenced change to the Permitted Facility's operator. However, Republic seeks to clarify in the Modification Application that, at the request of LFUCG, it has removed the Benson Valley Landfill and will only deliver waste from the Permitted Facility to the following landfills: (1) Blue Ridge Landfill; (2) Morehead Landfill; and (3) Tri-K Landfill.

The Transaction is expected to close on or around August 9, 2024 (the "Closing Date").

Therefore, as is detailed in the enclosed Modification Application, Republic and WSB jointly request that the RPBR for the Permitted Facility be updated in accordance with the attached Form 7059, with key changes summarized below as follows:

- Facility Name: Lexington Transfer Station
- Permittee: Republic Services of Kentucky, LLC
- Disposal Sites Receiving Waste From the Facility:

Facility Name	Permit Number	State
Blue Ridge Landfill	033-00004	KY
Morehead Landfill	103-00007	KY
Tri-K Landfill	069-00004	KY

The required modification fee of \$2,500 has been submitted under separate cover.

The Permit currently includes waste tire accumulator and transporter activity. As discussed, WSB and Republic respectfully request that the waste tire accumulator and transporter activity be terminated. Republic will submit a waste tire facility registration and associated financial assurance following the Closing Date.

If you have any questions regarding the enclosed Modification Application, please contact Glenn Swaggart by email at GSwaggart@republicservices.com or by telephone at (913) 293-7582.

Thank you for your consideration.

Best Regards,

Republic Services of Kentucky, LLC

Signed by:
By: *Timothy Ward*
5722GD1979A14AC...

Name: Timothy Ward
Title: General Manager



Waste Services of the Bluegrass LLC

Signed by:

Frank Hundley

E6C9737863D8424...

Name: Frank Hundley

Title: Manager



Enclosures

CC: Evan Thompson, Lexington-Fayette Urban County Government





8-7-24 Big Blue - RPBR Registration Modification - Form 7059.pdf

DocVerify ID: ADC04AC8-302C-44B3-87B3-E5EC76C3B92D
 Created: August 07, 2024 14:57:42 -5:00
 Pages: 34
 Remote Notary: Yes / State: PA

This document is a DocVerify VeriVaulted protected version of the document named above. It was created by a notary or on the behalf of a notary, and it is also a DocVerify E-Sign document, which means this document was created for the purposes of Electronic Signatures and/or Electronic Notary. Tampered or altered documents can be easily verified and validated with the DocVerify veriCheck system. This remote online notarization involved the use of communication technology.

Go to www.docverify.com at any time to verify or validate the authenticity and integrity of this or any other DocVerify VeriVaulted document.

E-Signature Summary

E-Signature 1: Timothy M Ward (TMW)
 August 07, 2024 15:06:49 -5:00 [022C238D60D4] [163.116.249.79]
 tward@republicservices.com (Principal) (Personally Known)

E-Signature Notary: Lisa Whiteley (lw)
 August 07, 2024 15:06:49 -5:00 [F2C9453EB476] [128.77.42.194]
 whiteley@ballardspahr.com
 I, Lisa Whiteley, did witness the participants named above electronically sign this document.



DocVerify documents cannot be altered or tampered with in any way once they are protected by the DocVerify VeriVault System. Best viewed with Adobe Reader or Adobe Acrobat. All visible electronic signatures contained in this document are symbolic representations of the persons signature and not intended to be an accurate depiction of the persons actual signature as defined by various Acts and/or Laws.





**ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
DIVISION OF WASTE MANAGEMENT
300 SOWER BLVD., SECOND FLOOR
FRANKFORT, KY 40601
TELEPHONE NUMBER 502-564-6716**

**Registration for a Registered Permit-By-Rule
Solid Waste Transfer Station, Convenience Center,
and Recycling Center
Form DEP 7059 (6/99)**

Statutes and regulations may be viewed online at the following website
address: <http://www.lrc.ky.gov/search.htm>

Solid waste application forms are available at the following website
address: <http://waste.ky.gov>

DWM OFFICAL USE ONLY

AI#: _____

Application #: _____



This registration shall become effective five (5) business days after the cabinet receives it, with the exception of medical waste transfer stations which become effective thirty (30) days after receipt, unless the cabinet denies the registration within that time.

GENERAL INSTRUCTIONS

- 1. APPLICABILITY – This form must be complete and submitted to the cabinet by persons requesting the issuance or modification of a permit for a registered permit-by-rule transfer station, convenience center or recycling center.**
- 2. ASSISTANCE – Questions regarding this form may be directed in writing to the Division of Waste Management (DWM), Solid Waste Branch at the address listed above, or by calling 502-564-6716.**
- 3. SUBMISSION – Type or print legibly in permanent ink. Submit the original and two (2) copies of the completed form to the DWM at the address listed above. If an item is not applicable, write “N/A” in the space provided.**
- 4. REPORTING - Form DEP 7046 must be maintained on site at all times to comply with regulatory recordkeeping requirements and can be downloaded from the website listed above.**
- 5. FEES – See 401 KAR 47:090 for all application fees.**
- 6. LAWS AND REGULATIONS – Applicants are expected to understand and comply with all applicable laws and regulations, including all operator certification requirements.**

To assist you in the submittal of a complete and accurate application, the DWM has identified the most common errors found during the review process. These errors are listed below for your convenience.

- 1. Failure to complete the application. All maps, attachments, and supplemental data of sufficient detail must be submitted with this application.**
- 2. Failure to properly sign and notarize the application. An individual with signature authority for the registrant as defined by KRS 224.01-010(44) and 401 KAR 47:160, Section 6 must sign and notarize the appropriate signature sections of the application.**
- 3. Failure to do the public notice 14 days prior to submitting the application.**
- 4. Failure to provide appropriate application fees.**

Warning! Due to the potential for identity theft, do not provide social security numbers to the DWM as part of this application. If this information is required during the normal course of review of the application, a cabinet representative will contact the appropriate individual to acquire this information in a secure format.



Facility Information

- 18. Facility Name:** Lexington Transfer Station **19. County:** Fayette
- 20. Facility Location:** 1505 Old Frankfort Pike
(Provide the street or physical location. Do not use P. O. Box #'s, etc.)
- 21. City:** Lexington **22. Zip Code:** 40511
- 23. Facility Contact:** Glenn Swaggart **24. Title:** Area Environmental Manager
- 25. Phone #:** 913 -293-7582 **26. Cell #:** 913 - 293 - 7582
- 27. E-Mail:** GSwaggart@republicservices.com

Preparer Information

(Complete items 28 – 36 if the following information concerning the person preparing this application is different from the contact persons named in items 13 and 24.)

- 28. Preparers Name:** Lea A. Phillips
- 29. Company:** Ballard Spahr LLP **30. Mailing Address:** 1 E. Washington St.
Suite 2300
- 31. City:** Phoenix **32. State:** AZ **33. Zip Code:** 85004
- 34. Phone #:** 602-798-5464 **35. Cell #** 602-798-5464
- 36. E-Mail:** phillipsla@ballardspahr.com

Site Information

- 37. What community is nearest to the proposed facility?** Lexington
- 38. What highway intersection is nearest to the proposed facility?** Old Frankfort Pike & New Circle Road
- 39. What stream is nearest to the proposed facility?** Town Branch
- 40. What is the estimated daily and annual amount of waste that will be managed at the facility?**

DAILY: Cubic Yards 4,389 Tons 1,330

ANNUAL: Cubic Yards 1,369,368 Tons 414,960



Attachments & Descriptions

41. For transfer stations, what disposal site will accept the waste from this facility? For recycling centers and convenience centers, what disposal site will accept the non-recyclable waste from this facility?

Facility Name	Permit Number	State
Blue Ridge Landfill	033-00004	KY
Morehead Landfill	103-00007	KY
Tri-K Landfill	069-00004	KY

42. List all anticipated sources of waste by county and state and estimate the monthly tonnage to be managed. If there are more than three (3) waste sources, provide the additional information and Label as **Attachment 1**. If accepting waste from an entire state, write the state name in the space provided.

See Attachment 1.

43. Provide, as **Attachment 2**, a detailed description of the following: the equipment to be used, operating hours, number of personnel onsite daily, provisions for temporary storage, and the contingency plans for emergencies such as fire, spills, and equipment failure, etc.

No change from current RPBR

44. Provide, as **Attachment 3**, one (1) current, original U.S.G.S. 7.5 minute topographic map with the original and each copy of the application. Clearly mark the location of the facility and property boundaries. Do not send aerial photographs in lieu of topographic maps.

No change from current RPBR

45. Provide, as **Attachment 4**, a site plan drawing showing all buildings, roads, property boundaries, fences, etc. Include a North arrow. The site plan may be hand-drawn.

No change from current RPBR

46. Indicate the appropriate legal organizational structure of the registrant:

- Proprietorship
- Partnership General
- Joint Venture
- Partnership Limited
- Governmental Agency
- Corporation
- Other (describe): Limited Liability Company



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47. Provide, as **Attachment 5**, a notarized true and exact copy of the document which establishes the legal structure of the registrant. Check the box that applies.

- Partnership agreement (partnership)
- Certificate of Incorporation from the Kentucky Secretary of State (in-state corporation) [See attached **Articles of Organization**]
- Certificate of Authority to transact business in Kentucky (out-of-state corporation)
- Not Applicable (if the registrant is a sole proprietor or government entity)

Articles of Organization for the LLC are provided in Attachment 5

48. Provide, as **Attachment 6**, a copy of the approved Certificate of Assumed Name as provided by the Secretary of State if the registrant is a corporation, limited partnership, or general partnership operating under an assumed name.

If not applicable, check here .

49. If the registrant is a corporation, provide the demographic information for the resident agent in Kentucky for service of process:

- a. Name: C T Corporation System b. Title:
- c. Street Address: 306 W Main St., Suite 512
- d. City: Frankfort e. State: KY f. Zip Code: 40601
- g. E-mail:
- h. Phone #: 855- 316 - 8944 ext. i. Cell #: - -

Although the Registrant is an LLC, we are providing the resident agent in Kentucky, above.

Addendums and Public Notice Information

50. If the owner of the property on which the proposed facility is to be located is not the registrant, then the registrant must submit a notarized statement signed by the property owner. See **Addendum #1** attached to this application.

If not applicable (if the registrant is the property owner), check here

51. Publish a notice using **Addendum #2**. Provide a tear sheet and affidavit of publication and label as **Attachment 7**. The tear sheet is the page of the paper containing the notice.

ADC04AC8-302C-44B3-87B3-E5EC76C3B92D ... 20240807 14 57:42 -5:00 --- Remote Notary



52. I, Timothy M Ward, certify that a copy of this
Signature 2024/08/07 14:57:42 -5:00
(Registrant's signature)
application has been delivered to the governing body of the solid waste management
area in which the facility will be located.

ADC04AC8-302C-44B3-87B3-E5EC76C3B92D --- 2024/08/07 14:57:42 -5:00 --- Remote Notary



Registration Certification

53. Pursuant to 401 KAR 47:160, Section 6, a person with signature authority such as a sole proprietor, owner, partner, corporate officer, plant manager, LLC member, mayor, county judge executive or other authorized official must sign this certification statement.

NOTE: Consultants may not sign the following certification statement.

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for such violations.”

Name of Person Signing (type or print): Timothy Ward

Title of Person Signing: General Manager

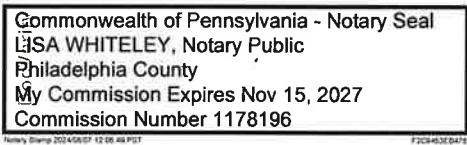
Date: 08 - 07 - 2024

Signature per 401 KAR 47:160: 

Subscribed and sworn to before me this 7TH day of AUGUST, Year 2024

Notary Public Signature: 

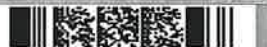
State of PA County of PHILADELPHIA My commission expires: 11/15/2027



Notarial act performed by audio-visual communication



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federal agency involved with or named in the complaint, the amount of the fine or penalty, whether the fine or penalty has been paid, the identity and description of each law or regulation violated or alleged to have been violated and upon which the fine or penalty is based; and state whether the fine was the result of settlement or agreed order, an administrative order, or a court judgment. If litigation is ongoing, describe any orders or judgments entered and describe the current status of the litigation.

If not applicable, check here.

- 69.** Provide, as **Attachment 12**, a description of all civil and administrative complaints against the registrant and its key personnel for the violation of any state or federal environmental protection law that allege an act or omission that constitutes a violation of a state or federal environmental protection law and that presented a substantial endangerment to the public health or the environment.

If applicable, each description shall include the following: the style of the complaint, the case, file, or other identifying number, the identities of each party to the complaint, the forum in which the complaint was brought, the identity of each state or federal agency involved with or named in the complaint, an explanation of the alleged act or omission, the identity and a description of the environmental protection law or regulation alleged to have been violated, an explanation of all corrective action measures performed to correct or mitigate the alleged violation, and a description of the alleged endangerment to public health or to the environment. State whether the issues raised in the complaint have been resolved and whether the resolution was the result of a settlement or agreement, an administrative order, or a court order of judgment. If litigation on the allegation is ongoing, describe any orders or judgments entered and describe the present status of the litigation.

If not applicable, check here.

- 70.** Provide, as **Attachment 13**, a description of all pending criminal complaints alleging the violation of any state or federal environmental protection law that have been filed against the registrant and its key personnel within five (5) years before the date of submission of this application.

If applicable, each description shall include the following: the style of the case and the identifying case number, the date the complaint was filed, the forum in which the complaint is pending, the identity of the law or regulation allegedly violated and a narrative description of the law or regulation, whether the alleged violation is a misdemeanor or a felony, and all actions and pleadings which have occurred or have been filed in association with the complaint.

If not applicable, check here.

- 71.** Provide, as **Attachment 14**, a description of all judgments of criminal conviction entered against the registrant and its key personnel within five (5) years before the date of submission of this application for the violation of any state or federal environmental protection law.



If applicable, each description shall include the following: style, case number, forum in which the complaint was entered, date of judgment, sentence imposed, the identity and a description of each law the registrant was convicted of violating, whether the conviction was the result of a plea agreement or a trial, and, if currently on appeal, the status of the appeal.

If not applicable, check here.

- 72. Provide, as Attachment 15, a description of all judgments of criminal conviction of a felony under the laws of any state or the United States that are entered against the registrant and its key personnel within five (5) years before the date of submission of this application.**

If applicable, each description shall include the following: style, case number, forum in which the complaint was entered, date of judgment, sentence imposed, the identity and a description of each law the registrant was convicted of violating, whether the conviction was the result of a plea agreement or a trial, and, if currently on appeal, the status of the appeal.

If not applicable, check here.

- 73. Provide, as Attachment 16, a list of the names and addresses of all waste sites or facilities and solid waste management facilities in which the registrant or any of its key personnel has a financial or equitable interest, or is an officer, director, or manager.**

If not applicable, check here.



Registrant Disclosure Certification

74. Pursuant to 401 KAR 47:160, Section 6, a person with signature authority such as a sole proprietor, owner, partner, corporate officer, plant manager, LLC member, mayor, county judge executive or other authorized official must sign this certification statement.

NOTE: Consultants may not sign the following certification statement.

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for such violations.”

Name of Person Signing (type or print): Timothy Ward

Title of Person Signing: General Manager

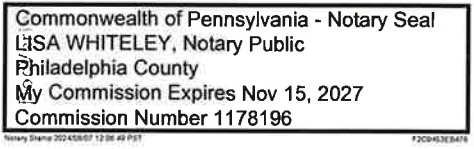
Date: 08 - 07 - 2024

Signature per 401 KAR 47:160: 

Subscribed and sworn to before me this 7TH day of AUGUST, Year 2024

Notary Public Signature: 

State of PA County of PHILADELPHIA My commission expires: 11/15/2027



Notarial act performed by audio-visual communication



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Key Personnel Disclosure Statement

See Attachment 8

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**ATTACHMENT 1
ANTICIPATED SOURCES OF WASTE**

Republic Services of Kentucky, LLC will implement a system to track waste by source county so that no waste is sent to a disposal facility that does not have that county as an approved source of waste.

Source of Waste (County and State)	Monthly Quantity (Tons)
Anderson, KY	1
Bourbon, KY	17
Boyle, KY	1
Clark, KY	30
Fayette, KY	22,200
Franklin, KY	853
Garrard, KY	1
Grant, KY	1
Harrison, KY	29
Jessamine, KY	2,590
Lincoln, KY	1
Madison, KY	515
Mercer, KY	1
Montgomery, KY	1
Owen, KY	4
Scott, KY	160
Woodford, KY	375

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**ATTACHMENT 5
ARTICLES OF ORGANIZATION**

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486998

COMMONWEALTH OF KENTUCKY

ARTICLES OF ORGANIZATION

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Pursuant to the provisions of Chapter 275 of the Kentucky Revised Statutes, the undersigned hereby submits the following articles:

- 1. The name of the limited liability company is: Republic Services of Kentucky, LLC
- 2. The mailing address of its principal office is:
110 S.E. 6th Street, 25th Floor, Ft. Lauderdale, FL, 33301
- 3. The name and street address of its registered agent and registered office in Kentucky is:

CT Corporation System
c/o CT Corporation System
Kentucky Home Life Building
Louisville, Kentucky 40202

- 4. This limited liability company will have one or more members.
- 5. The limited liability company will be managed by a manager or managers or will be managed by a member or members. (Cross off the inapplicable statement.)
- 6. If the limited liability company's duration will not be perpetual, the specific date of dissolution for the limited liability company is:
(Fill in, only if the duration will not be perpetual)

Date: January 10, 1900

Signature
David A. Barclay, Organizer
Type or Print Name & Title

Consent of Registered Agent

I, CT Corporation System, consent to serve as the registered agent on behalf of the limited liability company.

By: _____

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ADDENDUM TO ARTICLES OF FORMATION
OF
REPUBLIC SERVICES OF KENTUCKY, LLC

I. C T CORPORATION SYSTEM, consent to serve as the Registered Agent for Republic Services of Kentucky, LLC.

By: *Vicky Goldstein*
VICKY GOLDSTEIN
SPECIAL ASSISTANT SECRETARY



186998

ARTICLES OF MERGER

Pursuant to the provisions of Chapter 275 of the Kentucky Revised Statutes, the undersigned hereby submits the following Articles of Merger:

- 1. The name and jurisdiction of formation or organization or each constituent business entity which is to merge is as follows:

Addington Holding Company, Inc. <i>NQ</i>	Delaware
Republic Services of Kentucky Hauling, LLC <i>463945</i>	Kentucky
Republic Services of Kentucky I, LLC <i>463246</i>	Kentucky
Republic Services of Kentucky II, LLC <i>463247</i>	Kentucky
Epperson Waste Disposal, Inc. <i>259055</i>	Kentucky
Monarch Environmental, Inc. <i>419637</i>	Kentucky
White Stone of Warren, Inc. <i>317620</i>	Kentucky
Hyman Scrap Company <i>112256</i>	Kentucky
Industrial Disposal Company <i>24961</i>	Kentucky
Republic Services of Kentucky, LLC <i>486998</i>	Kentucky

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 JOHN Y. SEBOLD
 CLERK

- 2. The plan of merger is as follows: See Exhibit A.
- 3. The name of the surviving business entity is: Republic Services of Kentucky, LLC, a Kentucky limited liability company.
- 4. The plan of merger was duly authorized and approved by each constituent business entity in accordance with KRS 275.

Dated: February 25, 2000.


ADDINGTON HOLDING COMPANY, INC.

By [Signature]
David A. Barclay, Vice President

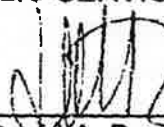
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REPUBLIC SERVICES OF KENTUCKY HAULING, LLC
REPUBLIC SERVICES, INC., sole member

By 
David A. Barclay, Sr. Vice President

REPUBLIC SERVICES OF KENTUCKY I, LLC
REPUBLIC SERVICES, INC., sole member

By 
David A. Barclay, Sr. Vice President


REPUBLIC SERVICES OF KENTUCKY II, LLC
REPUBLIC SERVICES, INC., sole member

By 
David A. Barclay, Sr. Vice President

EPPERSON WASTE DISPOSAL, INC.

By 
David A. Barclay, Vice President

MONARCH ENVIRONMENTAL, INC.


By 
David A. Barclay, Vice President



WHITE STONE OF WARREN, INC.

By 
David A. Barclay, Vice President

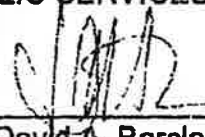
HYMAN SCRAP COMPANY

By 
David A. Barclay, Vice President

INDUSTRIAL DISPOSAL COMPANY

By 
David A. Barclay, Vice President

REPUBLIC SERVICES OF KENTUCKY, LLC
REPUBLIC SERVICES, INC., sole member

By 
David A. Barclay, Sr. Vice President



PLAN OF MERGER

This Plan of Merger (this "Plan") is adopted as of February 25, 2000, among Addington Holding Company, Inc., a Delaware corporation, Republic Services of Kentucky Hauling, LLC, a Kentucky limited liability company, Republic Services of Kentucky I, LLC, a Kentucky limited liability company, Republic Services of Kentucky II, LLC, a Kentucky limited liability company, Epperson Waste Disposal, Inc., a Kentucky corporation, Monarch Environmental, Inc., a Kentucky corporation, White Stone of Warren, Inc., a Kentucky corporation, Hyman Scrap Company, a Kentucky corporation and Industrial Disposal Company, a Kentucky corporation (collectively, the "Merged Entities"), and Republic Services of Kentucky, LLC, a Kentucky limited liability company (the "Survivor").

RECITALS

The boards of directors/managers and the shareholder/member of each of the Merged Entities and the sole member of the Survivor have determined that it is advisable and in the best interests of each shareholder/member and the sole member that the Merged Entities be merged (the "Merger") with and into Republic Services of Kentucky, LLC, on the terms and subject to the conditions set forth herein.

ARTICLE I

THE MERGER

At the Effective Time (as defined in Article V hereof), the Merged Entities shall be merged with and into the Survivor in accordance with Chapter 275, Kentucky Revised Statutes (the "KRS"), and the separate existence of the Merged Entities shall cease and the Survivor shall thereafter continue as the surviving limited liability company under the laws of the State of Kentucky ("Surviving Limited Liability Company.")

ARTICLE II

THE SURVIVING LIMITED LIABILITY COMPANY

A. At the Effective Time, the Articles of Organization of the Survivor, as in effect immediately prior to the Effective Time, shall be the Articles of Organization of the Surviving Limited Liability Company.

Plan of Merger- KY2.vpd



B. At the Effective Time, the Operating Agreement of the Survivor, as in effect immediately prior to the Effective Time, shall be the Operating Agreement of the Surviving Limited Liability Company, until thereafter altered, amended or repealed.

C. At the Effective Time, the officers and directors of the Survivor shall be the officers and directors of the Surviving Limited Liability Company until their successors are elected and have qualified.

D. At the Effective Time, the name and address of the registered agent of the Surviving Limited Liability Company shall be CT Corporation System, Kentucky Home Life Building, Louisville, Kentucky, 40202.

ARTICLE III

MANNER AND BASIS OF CONVERTING SHARES

At the Effective Time, each share of common stock/unit of member interest of each of the Merged Entities, which shall be issued and outstanding, shall be automatically canceled and extinguished without any conversion thereof.

ARTICLE IV

EFFECT OF MERGER

At the Effective Time, all property, subsidiaries, rights, privileges, powers and franchises of the Merged Entities shall vest in the Survivor, and all liabilities and obligations of each of the Merged Entities shall become liabilities and obligations of the Survivor, including, the payment of all fees and franchise taxes.

ARTICLE V

EFFECTIVE TIME

As used in this Agreement, the term "Effective Time" shall mean February 25, 2000, not the date and time of filing of Articles of Merger with the Secretary of State of the State of Kentucky with respect to the Merger.

[END OF DOCUMENT]



**ATTACHMENT 7
PUBLIC NOTICE TEAR SHEET**

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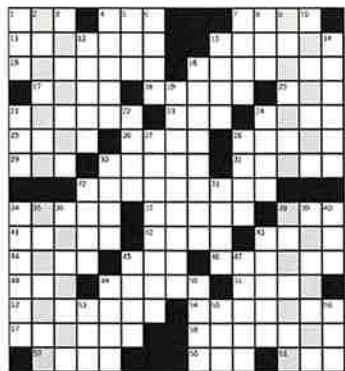


NEW YORK TIMES CROSSWORD

No 0523

ACROSS

- 1 Many a download
- 4 Rugby equivalent of a touchdown
- 7 Who said of himself, in 1912, "No one candidate was ever elected ex-president by such a large majority?" Quirky bit of running footwear
- 13 Get over a breakup, say
- 15 Be like-minded about
- 16 U.S. region with a weather pattern affectionately known as "Karl the Fog"
- 17 Highlands hitade
- 18 What a king might sit on?
- 20 '80s celeb who aptly appeared on Letterman?
- 21 Asian capital on the Mediterranean coast
- 23 Colony member
- 24 Paik who directed "Bridesmaids"
- 25 Flitting verbes
- 26 Dangerous thing to assume
- 28 British unit of mass
- 29 One having but not hemming?
- 30 Timest change
- 31 Release
- 32 Hairstyle worn by Janet Jackson in the 1973 film "Poetic Justice," with a hint to entering four pairs of answers in this puzzle
- 34 Nest
- 37 Concerning Govt. agency with the motto "Fidelity, Bravery, Integrity"
- 41 This is the life!
- 42 Nest
- 43 Name that's an anagram of ORAL Buffet dispensers
- 44 Texter's "If you ask me..."
- 46 "Please be our hero!"
- 48 Heart test units
- 49 Lay eggs, as fish
- 51 "Still I (Maya Angelou poem)
- 52 What buns are bread is often baked in
- 54 Ambassador's aide



Puzzle by Adam Wagner

6/27

- 57 Food brand with a rabbit mascot
- 58 Ropes in Cornestone abbr.
- 60 "Doesn't matter which"
- 61 Show that Cody Tyson became the first Black woman to host in '79
- DOWN
- 1 Education grp.
- 2 Academic achievements
- 3 Doesn't allow
- 4 Western bloc since '93
- 5 Member of an Australian "mob," colloquially
- 6 Strong desires
- 7 Section of a kilt's store, perhaps
- 8 Director
- 9 Available as an apartment
- 10 Brimming (with)
- 12 Goes a grilling
- 13 James
- 14 ABC's first Black "Rochel"
- 15 Nature-centric channel
- 16 Target of a heist
- 17 Light entertainment?
- 21 Amazon predator
- 22 Food brand with a rabbit mascot
- 24 Two in a row?



ANSWER TO WEDNESDAY'S PUZZLE:

CAROLYN HAX

This sibling wants to fix family fight



BY CAROLYN HAX Editor@haxmail.com

Dear Carolyn: I had a blowout fight with my older brother a few years ago when I stood up for our mother about how hurt she is that the rarely calls, visits or incorporates her into his family, even though he has her only grandchildren and lives nearby. He hasn't spoken to me since and rejected my invitation to meet one on one when I reached out soon after the fight.

I understand now that I can't fight my mother's battles, but my brother is still very distant from our mother and it hurts her badly, especially around holidays when she expects little or no contact from her son and grandchildren beyond token gestures. Is there anything I can do to help the situation?

— Sibling

Sibling: Yes. You can mean it when you type, "I understand now that I can't fight my mother's battles." This is her relationship to mend with her son.

Focus on the things you're responsible for: your relationship with your mom, and your relationship with your brother.

For all you know, your mother hurt your brother badly in a way

LEXICO 6-27

Start at the double hexagon. Spell solutions to the clues below by winding your way through the grid. You can backtrack to use letters more than once. Each new word starts with the last letter of the previous word.

LYMIST
LIOUT
LSNIR

- These can make you cry
- Animal's nose
- Roller on
- Singer Paul
- Loudly

ANSWERS: 1. Tears, 2. Snout, 3. Tires, 4. Singer Paul, 5. Loudly

6-27 ON NEWS: 1. SIBLING, 2. LINDA'S SIBNOR, 3. SIB, 4. SIBLING, 5. SIBLING, 6. SIBLING, 7. SIBLING, 8. SIBLING, 9. SIBLING, 10. SIBLING, 11. SIBLING, 12. SIBLING, 13. SIBLING, 14. SIBLING, 15. SIBLING, 16. SIBLING, 17. SIBLING, 18. SIBLING, 19. SIBLING, 20. SIBLING, 21. SIBLING, 22. SIBLING, 23. SIBLING, 24. SIBLING, 25. SIBLING, 26. SIBLING, 27. SIBLING, 28. SIBLING, 29. SIBLING, 30. SIBLING, 31. SIBLING, 32. SIBLING, 33. SIBLING, 34. SIBLING, 35. SIBLING, 36. SIBLING, 37. SIBLING, 38. SIBLING, 39. SIBLING, 40. SIBLING, 41. SIBLING, 42. SIBLING, 43. SIBLING, 44. SIBLING, 45. SIBLING, 46. SIBLING, 47. SIBLING, 48. SIBLING, 49. SIBLING, 50. SIBLING, 51. SIBLING, 52. SIBLING, 53. SIBLING, 54. SIBLING, 55. SIBLING, 56. SIBLING, 57. SIBLING, 58. SIBLING, 59. SIBLING, 60. SIBLING, 61. SIBLING, 62. SIBLING, 63. SIBLING, 64. SIBLING, 65. SIBLING, 66. SIBLING, 67. SIBLING, 68. SIBLING, 69. SIBLING, 70. SIBLING, 71. SIBLING, 72. SIBLING, 73. SIBLING, 74. SIBLING, 75. SIBLING, 76. SIBLING, 77. 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ATTACHMENT 8 KEY PERSONNEL

Key Personnel Disclosure Statements were previously filed for all of the Registrant's key personnel on the dates indicated below. There are no known necessary changes to the records on file.

Parent Company			
Republic Services, Inc.			
Key Personnel			
#	Name	Title or Position	Date KPDS Filed
1	Julia Arambula	President	1/28/2022
2	Calvin Boyd	Treasurer	2/8/2018
3	Lawrence Focazio	Vice President, Tax	4/29/2013
4	Ashley Kasarjian	Vice President and Assistant Secretary	8/21/2023
5	Lauren Mckeon	Secretary	6/7/2022
6	John Nickerson	Vice President and Assistant Secretary	2/8/2018
7	Christopher Nie	Vice President	2/28/2023
8	Larson Richardson	Vice President	6/25/2019
9	Gary Walker	Vice President	12/7/2018
10	Andrew Wempe	Vice President	4/2/2024
11	Adrienne Wilhoit	Vice President and Assistant Secretary	2/20/2017
12	David Bragg	Division Manager	6/8/2016
13	Gary England	Operations Manager	6/5/2023
14	Blake Janes	Operations Manager	12/14/2021
15	Antonio Johnson	General Manager	9/7/2021
16	Kevin Kirkpatrick	Operations Manager	4/29/2013
17	Branham Lafferty	Environmental Manager	3/17/2016
18	Andrew Lambert	Operations Manager	2/20/2023
19	Bobby Oldham	Operations Manager	12/14/2021
20	Matthew Rehtin	Area Environmental Manager	1/15/2024
21	Bryan Sehie	Environmental Manager	6/8/2016
22	Charles Simmons	Environmental Manager	2/15/2023
23	Robert Stewart	General Manager	2/28/2023
24	Glenn Swaggart	Area Environmental Manager	7/12/2023
25	David Vasbinder	Environmental Manager	2/15/2023
26	Timothy Ward	General Manager	2/16/2021
27	Jake Wilson	Operations Manager	12/20/2019
28	Jake Wrye	Operations Manager	12/13/2023



**ATTACHMENT 9
EXPERIENCE IN MANAGING SOLID WASTE FACILITIES AND SOLID
WASTE PERMITS/LICENSES**

Republic Services of Kentucky LLC, a subsidiary of Republic Services, Inc. has provided solid waste disposal and recycling services throughout Kentucky for more than twenty-four years. We attached a list of past and present solid waste permits or licenses held by Republic Services of Kentucky LLC within the previous five years.

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Attachment 9 - Response to Item 66 (Solid Waste Permits)
 Registrant Republic Services of Kentucky, LLC - Form DEP 7059

Registrant's Solid Waste Permits									
Facility Name	Address	Permit Category	Permit Type	Permit Title	Permit Status	Permit Number	Issuing Agency	Permit Title	Permit Status
City of Bowling Green Transfer Station (Monarch Environmental, Inc.)	1169 Preston Avenue Bowling Green, KY 42101	Solid Waste	Permit by Rule/Certification	Solid Waste Management Facility Permit	Issued	114-00050	Kentucky Environmental and Public Protection Cabinet, Department for Environmental Protection	Solid Waste Management Facility Permit	Issued
City of Bowling Green Transfer Station (Monarch Environmental, Inc.)	1169 Preston Avenue Bowling Green, KY 42101	Water	Stormwater Permit	KPDES Permit	Issued	KYR000000	Kentucky Department of Environmental Protection, Division of Water, Frankfort Regional Office	KPDES Permit	Issued
Davless County Transfer Station	110 Ellis Smeathers Road Owensboro, KY 42303	Water	Stormwater Permit	General Permit for Stormwater Discharges Permit	Issued	KYR003251	Kentucky Department of Environmental Protection, Division of Water, Frankfort Regional Office	General Permit for Stormwater Discharges Permit	Issued
Davless County Transfer Station	110 Ellis Smeathers Road Owensboro, KY 42303	Solid Waste	Permit to Operate		Issued	SW03000032	Kentucky Environmental and Public Protection Cabinet, Department for Environmental Protection, Division of Waste Management		Issued
Dozit Hauling	4075 State Route 360 Morganfield, KY 42437-5615	Solid Waste	Collection and Transportation	Transportation License	Issued	159899	Kentucky Transportation Cabinet, Department of Vehicle Regulation, Division of Motor Carriers	Transportation License	Issued
Dozit Landfill	4075 State Route 360 Morganfield, KY 42437-5615	Solid Waste	Permit to Operate	Permit	Issued	SW11300005	Kentucky Environmental and Public Protection Cabinet, Department for Environmental Protection, Division of Waste Management	Permit	Issued
Dozit Landfill	4075 State Route 360 Morganfield, KY 42437-5615	Water	Stormwater Permit	Kentucky Pollutant Discharge Elimination System Permit	Issued	KY0094595	Kentucky Environmental and Public Protection Cabinet, Department for Environmental Protection, Division of Water	Kentucky Pollutant Discharge Elimination System Permit	Issued
Dozit Landfill	4075 State Route 360 Morganfield, KY 42437-5615	Water	Wastewater Discharge Permit	General Discharge Permit	Issued	SIUP 006-2011	Henderson Water Utility	General Discharge Permit	Issued
Dozit Landfill	4075 State Route 360 Morganfield, KY 42437-5615	Air	Title V Permit	Air Quality Permit	Issued	V-18-029	Kentucky Energy and Environment Cabinet, Department for Environmental Protection, Division for Air Quality	Air Quality Permit	Issued
Dozit Landfill	4075 State Route 360 Morganfield, KY 42437-5615	Air	Title V Permit	Air Quality Permit	Expired. Replaced by V-18-029	G-12-001	Kentucky Energy and Environment Cabinet, Department for Environmental Protection, Division for Air Quality	Air Quality Permit	Expired. Replaced by V-18-029
Epperson Waste Disposal Landfill	2360 Cynthiana Road Williamstown, KY 41097	Solid Waste	Permit to Operate	Permit	Issued	SW04100004 SW04100009	Kentucky Environmental and Public Protection Cabinet, Department for Environmental Protection, Division of Waste Management	Permit	Issued
Epperson Waste Disposal Landfill	2360 Cynthiana Road Williamstown, KY 41097	Water	Stormwater Permit	Kentucky Pollutant Discharge Elimination System	Issued	KY0092037	Kentucky Natural Resources and Environmental Protection Cabinet, Department for Environmental Protection, Division of Water	Kentucky Pollutant Discharge Elimination System	Issued
Epperson Waste Disposal Landfill	2360 Cynthiana Road Williamstown, KY 41097	Water	Permit to Withdraw Public Water	Water Withdrawal Permit	Issued	1367	Kentucky Energy and Environment Cabinet, Department for Environmental Protection, Division of Water	Water Withdrawal Permit	Issued
Epperson Waste Disposal Landfill	2360 Cynthiana Road Williamstown, KY 41097	Air	Title V Permit	Air Quality Permit	Issued	V-18-030	Kentucky Energy and Environment Cabinet, Department for Environmental Protection, Division for Air Quality	Air Quality Permit	Issued
Epperson Waste Disposal Landfill	2360 Cynthiana Road Williamstown, KY 41097	Solid Waste	Other	Host Agreement	Issued	041-00004	Grant County Solid Waste Management	Host Agreement	Issued
Epperson Waste Disposal Landfill	2360 Cynthiana Road Williamstown, KY 41097	Air	Title V Permit	Air Quality Permit	Expired. Replaced by V-18-030	G-12-001	Kentucky Energy and Environment Cabinet, Department for Environmental Protection, Division for Air Quality	Air Quality Permit	Expired. Replaced by V-18-030
M&M Sanitation	451 Conway Court Lexington, KY 40511	Water	Stormwater Permit	General Permit for Stormwater Discharges	Issued	KYR003837	Kentucky Department of Environmental Protection, Division of Water	General Permit for Stormwater Discharges	Issued

Attachment 9 - Response to Item 66 (Solid Waste Permits)
 Registrant Republic Services of Kentucky, LLC - Form DEP 7059

Registrant's Solid Waste Permits							
Facility Name	Address	Permit Category	Permit Type	Permit Title	Permit Status	Permit Number	Issuing Agency
Mayfield Transfer Station	414 New Jimtown Road Mayfield, KY 42066-9160	Solid Waste	Permit by Rule/Certification	Solid Waste Management Facility Permit, Registered Permit-By-Rule	Issued	SW04200011	Kentucky Natural Resources and Environmental Protection Cabinet, Department for Environmental Protection, Division of Waste Management
Mayfield Transfer Station	414 New Jimtown Road Mayfield, KY 42066-9160	Water	Stormwater Permit	Stormwater Discharges License to Operate	Issued	KYR003772	Kentucky Department of Environmental Protection, Division of Water
Ohio County Balefill Hauling	100 Landfill Lane Beaver Dam, KY 42320	Solid Waste	Collection and Transportation	Municipal Solid Waste Transportation Vehicles Permit	Issued	Docket No. W01396	Kentucky Transportation Cabinet, Department of Vehicle Regulation, Division of Motor Carriers
Ohio County Balefill Landfill	100 Landfill Lane Beaver Dam, KY 42320	Solid Waste	Permit to Operate	Permit	Issued	SW09200010	Kentucky Energy and Environment Cabinet, Department of Environmental Protection, Division of Waste Management
Ohio County Balefill Landfill	100 Landfill Lane Beaver Dam, KY 42320	Water	Stormwater Permit	Kentucky Pollutant Discharge Elimination System Permit	Issued	KY0091421	Kentucky Natural Resources and Environmental Protection Cabinet, Department for Environmental Protection, Division of Water
Ohio County Balefill Landfill	100 Landfill Lane Beaver Dam, KY 42320	Solid Waste	Permit to Operate	Permit	Issued	SW09200001	Kentucky Energy and Environment Cabinet, Department of Environmental Protection, Division of Waste Management
Ohio County Balefill Landfill	100 Landfill Lane Beaver Dam, KY 42320	Air	Title V Permit	Air Quality Permit	Issued	V-18-042	Kentucky Energy and Environment Cabinet, Department for Environmental Protection, Division for Air Quality
Ohio County Balefill Landfill	100 Landfill Lane Beaver Dam, KY 42320	Air	Title V Permit	Air Quality Permit	Expired. Replaced by V-18-042	G-12-001	Kentucky Energy and Environment Cabinet, Department for Environmental Protection, Division for Air Quality
Ohio County Balefill Transfer Station	US Highway 62 McHenry, KY 42320	Solid Waste	Permit by Rule/Certification	Registered Permit-By-Rule	Issued	092-00017	Kentucky Natural Resources and Environmental Protection Cabinet, Department for Environmental Protection, Division of Waste Management
Paducah Transfer Station	829 Burnett Street Paducah, KY 42001	Solid Waste	Permit by Rule/Certification	Permit	Issued	SW07300056	Kentucky Natural Resources and Environmental Protection Cabinet, Department for Environmental Protection, Division of Waste Management
Paducah Transfer Station	829 Burnett Street Paducah, KY 42001	Solid Waste	Permit by Rule/Certification	Solid Waste Management Facility Permit	Issued	SW04200011	Kentucky Natural Resources and Environmental Protection Cabinet, Department for Environmental Protection, Division of Waste Management
Poplar Level Road Transfer Station	4446 Poplar Level Road Louisville, KY 40213	Solid Waste	Permit by Rule/Certification	Solid Waste Management Facility Permit-Registered Permit-By-Rule	Issued	056-00034	Kentucky Natural Resources and Environmental Protection Cabinet, Department for Environmental Protection
Poplar Level Road Transfer Station	4446 Poplar Level Road Louisville, KY 40213	Water	Stormwater Permit	Kentucky Pollutant Discharge Elimination System Permit	Issued	KYR004474	Kentucky Natural Resources and Environmental Protection Cabinet, Department for Environmental Protection
Tri-K Landfill	1905 Kentucky Highway No. 3249 Stanford, KY 40484-9438	Solid Waste	Permit to Operate	Permit	Issued	SW06900004	Kentucky Natural Resources and Environmental Protection Cabinet, Department for Environmental Protection, Division of Waste Management
Tri-K Landfill	1905 Kentucky Highway No. 3249 Stanford, KY 40484-9438	Water	Stormwater Permit	Kentucky Pollutant Discharge Elimination System Permit	Issued	KY0093033	Kentucky Environmental and Public Protection Cabinet, Department for Environmental Protection, Division of Water

Attachment 9 - Response to Item 66 (Solid Waste Permits)
 Registrant Republic Services of Kentucky, LLC - Form DEP 7059

Registrant's Solid Waste Permits									
Facility Name	Address	Permit Category	Permit Type	Permit Title	Permit Status	Permit Number	Issuing Agency		
Tri-K Landfill	1905 Kentucky Highway No. 3249 Stanford, KY 40484-9438	Other	Mining	Surface Disturbance Mining Permit	Issued	069-9500	Kentucky Natural Resources and Environmental Protection Cabinet, Department for Natural Resources, Division for Mine Reclamation and Enforcement, Field Enforcement Branch		
Tri-K Landfill	1905 Kentucky Highway No. 3249 Stanford, KY 40484-9438	Water	Stormwater Permit	Notification of Coverage, General Permit for Discharges from Non-Coal (Mineral) Mining - Renewal Applied For	Issued	KYG840000; KYG840260	Kentucky Environmental and Public Protection Cabinet, Department for Environmental Protection, Division of Water		
Tri-K Landfill	1905 Kentucky Highway No. 3249 Stanford, KY 40484-9438	Air	Title V Permit	Air Quality Permit	Issued	V-18-034	Kentucky Energy and Environment Cabinet, Department for Environmental Protection, Division for Air Quality		
Tri-K Landfill	1905 Kentucky Highway No. 3249 Stanford, KY 40484-9438	Air	Title V Permit	Air Quality Permit	Expired. Replaced by V-18-034	G-12-001	Kentucky Energy and Environment Cabinet, Department for Environmental Protection, Division for Air Quality		
Valley View Landfill	Highway 157, 9120 Sulphur Road Sulphur, KY 40070	Water	Stormwater Permit	Kentucky Pollutant Discharge Elimination System Permit	Issued	KY0090794	Kentucky Natural Resources and Environmental Protection Cabinet, Department for Environmental Protection, Division of Water		
Valley View Landfill	Highway 157, 9120 Sulphur Road Sulphur, KY 40070	Solid Waste	Permit to Operate		Issued	SW112000002	Kentucky Energy and Environment Cabinet, Department of Environmental Protection, Division of Waste Management		
Valley View Landfill	Highway 157, 9120 Sulphur Road Sulphur, KY 40070	Air	Title V Permit	Air Quality Permit	Issued	V-18-038	Kentucky Energy and Environment Cabinet, Department for Environmental Protection, Division for Air Quality		
Valley View Landfill	Highway 157, 9120 Sulphur Road Sulphur, KY 40070	Air	Title V Permit	Air Quality Permit	Expired. Replaced by V-18-038	G-12-001	Kentucky Energy and Environment Cabinet, Department for Environmental Protection, Division for Air Quality		



**ATTACHMENT 11
ENVIRONMENTAL, CIVIL, AND ADMINISTRATIVE COMPLAINTS RESULTING IN A FINE OR PENALTY OF
MORE THAN ONE THOUSAND DOLLARS ISSUED TO REPUBLIC SERVICES OF KENTUCKY, LLC**

Date	Location	Type of Action	Agency	Case Number	Penalty Amount	Description of Alleged Violations
11/21/2023	Epperson Waste Disposal	Agreed Order	Commonwealth of Kentucky, Energy and Environment Cabinet, Division of Enforcement	DOW-23-2-0059	Civil Penalty of \$4,500.00 – Paid	Permit parameter exceedances



**ATTACHMENT 15
FELONY CRIMINAL CONVICTION OF KEY PERSONNEL**

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**ATTACHMENT 15
FELONY CRIMINAL CONVICTION OF KEY PERSONNEL**

Registrant – Republic Services of Kentucky, LLC

[REDACTED]

1. Style – [REDACTED]
2. Case number – [REDACTED]
3. Forum – [REDACTED]
4. Date of judgement – [REDACTED]
5. Sentence Imposed
 - a. [REDACTED]
 - b. [REDACTED]
 - c. [REDACTED]
 - d. [REDACTED]
 - e. [REDACTED]
6. Description of each law the key person was convicted of violating
 - a. Count 1: [REDACTED]
 - b. Count 2: [REDACTED]
7. Conviction was the result of a plea agreement

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**ATTACHMENT 16
WASTE SITES OR FACILITIES AND SOLID WASTE MANAGEMENT FACILITIES IN WHICH
THE APPLICANT OR ANY KEY PERSONNEL HAS A FINANCIAL INTEREST**

Applicant or Registrant	Facility Name and Address	Key Personnel - Managers	Agency Interest Number
Benson Valley Landfill General Partnership	Benson Valley Landfill 2157 HWY 151 Frankfort, KY 40601	David Likes - Operations Manager Charles Simmons - Environmental Manager Glenn Swaggart - Area Environmental Manager	1372
Green Valley Landfill General Partnership	Green Valley Landfill 100 Addington Road Ashland, KY 41102	Jeremy Beever - General Manager Timothy Copen - Operations Manager Jacob Schmidt - Area Environmental Manager Jason Swann - Environmental Manager	1592
Republic Services of Kentucky, LLC	City of Bowling Green Transfer Station (Monarch Environmental, Inc.) 1169 Preston Avenue Bowling Green, KY 42101	Vacant - General Manager Blake Janes - Operations Manager Branham Lafferty - Environmental Manager Glenn Swaggart - Area Environmental Manager	4097
Republic Services of Kentucky, LLC	Dozit Landfill 4075 State Route 360 Morganfield, KY 42437	Vacant - General Manager Branham Lafferty - Environmental Manager Bobby Oldham - Operations Manager Glenn Swaggart - Area Environmental Manager	15674
Republic Services of Kentucky, LLC	Epperson Waste Disposal Landfill 2360 Cynthiana Road Williamstown, KY 41097	Vacant - General Manager Gary England - Operations Manager Matthew Rechin - Area Environmental Manager	1483
Republic Services of Kentucky, LLC	Mayfield Transfer Station 414 New Jimtown Road Mayfield, KY 42066-9160	David Bragg - Division Manager Bryan Schie - Environmental Manager Robert Stewart - General Manager Glenn Swaggart - Area Environmental Manager	1508
Republic Services of Kentucky, LLC	Ohio County Bafefill Landfill/Transfer Station 100 Landfill Lane Beaver Dam, KY 42320	Vacant - General Manager Branham Lafferty - Environmental Manager Bobby Oldham - Operations Manager Glenn Swaggart - Area Environmental Manager	3306/39514
Republic Services of Kentucky, LLC	Paducah Transfer Station 829 Burnett Street Paducah, KY 42001	David Bragg - Division Manager Bryan Schie - Environmental Manager Robert Stewart - General Manager Glenn Swaggart - Area Environmental Manager	39259
Republic Services of Kentucky, LLC	Poplar Level Road Transfer Station 4446 Poplar Level Road Louisville, KY 40213	Antonio Johnson - General Manager Branham Lafferty - Environmental Manager Andrew Lambert - Operations Manager Glenn Swaggart - Area Environmental Manager	2187
Republic Services of Kentucky, LLC	Tri-K Landfill 1905 Kentucky Highway No. 3249 Stanford, KY 40484	Kevin Kirkpatrick - Operations Manager Charles Simmons - Environmental Manager Glenn Swaggart - Area Environmental Manager	2726
Republic Services of Kentucky, LLC	Valley View Landfill Highway 157, 9120 Sulphur Road Sulphur, KY 40070	Antonio Johnson - General Manager Branham Lafferty - Environmental Manager Glenn Swaggart - Area Environmental Manager	4059
Santek Environmental of Kentucky, LLC	Pearl Hollow Landfill 1620 Audubon Trace Elizabethtown, KY 42701	Antonio Johnson - General Manager Charles Simmons - Environmental Manager Glenn Swaggart - Area Environmental Manager	1671

NOTE: Daviess County Transfer Station (Agency Interest Number 898) is not listed above as the facility has been closed and inactive since 12/31/2007.



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