

MATTHEW G. BEVIN
GOVERNOR



CHARLES G. SNAVELY
SECRETARY

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

AARON B. KEATLEY
COMMISSIONER

300 SOWER BOULEVARD
FRANKFORT, KENTUCKY 40601

May 11, 2018

CERTIFIED MAIL No. 7017 0530 0000 5314 7146
Return Receipt Requested

Lexington Town Branch WWTP
Attn: Mr. Charles Martin
301 Jimmie Campbell Dr
Lexington, KY 40504

Re: AI Name: Lexington Town Branch WWTP
AI No. 1073
Case No. DOW 170157
Activity No. ERF20170003
Permit No. KY0021491
Fayette County

Dear Mr. Martin:

Enclosed is the Agreed Order that was discussed at an administrative conference with the Division of Enforcement on December 7, 2017. If the terms are agreeable, please sign the Order and return the entire original document to:

ATTN: Corey Craft
Department for Environmental Protection
Division of Enforcement
300 Sower Blvd.
Frankfort, Kentucky 40601

If the Division of Enforcement has not received an executed Agreed Order within fourteen (14) days of receipt of this letter, we will assume that you wish the Cabinet to proceed with its legal remedies regarding the violations. If you have any questions, please contact me at 502-782-6865 or Corey.Craft@ky.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Corey Craft".

Corey Craft,
Environmental Enforcement Specialist
Division of Enforcement

Enclosure

COMMONWEALTH OF KENTUCKY
ENERGY AND ENVIRONMENT CABINET
DIVISION OF ENFORCEMENT
CASE NO. DOW 170157

IN RE: Lexington Town Branch WWTP
301 Jimmie Campbell Dr
Lexington, KY 40504
AI No. 1073
Activity ID No. ERF20170003

AGREED ORDER

WHEREAS, the parties to this Agreed Order, the Energy and Environment Cabinet (hereinafter “Cabinet”) and the Lexington-Fayette Urban County Government (hereinafter “Responsible Party”) state:

STATEMENTS OF FACT

1. The Cabinet is charged with the statutory duty of enforcing KRS Chapter 224 and the regulations promulgated pursuant thereto.
2. The Responsible Party owns and operates a municipal wastewater treatment plant (hereinafter “WWTP or “facility”) located at 301 Jimmie Campbell Dr, Lexington, KY, in Fayette County.
3. The Responsible Party operates the WWTP under Kentucky Pollutant Discharge Elimination System (hereinafter “KPDES”) permit KY0021491, issued by the Cabinet’s Division of Water on February 1, 1999.
4. On May 17, 2017, the Cabinet issued the Responsible Party a Notice of Violation for violations of KRS 224 and the regulations promulgated pursuant thereto observed by the Cabinet’s authorized representatives to the facility described in paragraph 2 above. A copy of the NOV issued is attached hereto as *Exhibit A*.

5. The Responsible Party admits to all the violations described in Exhibit A and acknowledges that the facility was in violation of KRS Chapter 224 and the regulations promulgated pursuant thereto as set forth above.

6. At the request of the Kentucky Division of Water, the Responsible Party has submitted a Standard Operating Procedure (hereinafter "SOP") on January 10, 2018, to the Cabinet in response to the violations described in Exhibit A. The SOP addressed how the Responsible Party shall address future breaks on force mains within its system and the SOP has been accepted by the Cabinet.

NOW THEREFORE, in the interest of settling all civil claims and controversies involving the violations described above, the parties hereby consent to the entry of this Agreed Order and agree as follows:

REMEDIAL MEASURES

7. At all times, the Responsible Party shall report to the Cabinet all spills, bypass discharges, upset condition discharges or the releases of substances from its facility identified above which would result in or contribute to the pollution of the waters of the Commonwealth, including, but not limited to, emergency and accidental releases, in accordance with KRS 224.1-400, 401 KAR 5:015, 401 KAR 5:065 and its permit. The Responsible Party shall make its initial report of the above discharges or releases to the KY Division of Water (hereinafter "DOW") Frankfort Regional Office, 502-564-3358 during normal work hours and the Cabinet's 24-hour notification number, 800-928-2380 or 502-564-2380. This reporting requirement shall be in addition to any other reporting required by law.

8. At all times, the Responsible Party shall provide for proper and regular operation and maintenance to its sewage collection system and WWTP in accordance with 401 KAR 5:065 and its permit conditions.

9. The Responsible Party shall immediately cease all discharges that are aesthetically or otherwise degrading the waters of the Commonwealth.

10. The Responsible Party shall immediately cease all activity, which is contributing or has contributed to the pollution of the waters of the Commonwealth.

SUPPLEMENTAL ENVIRONMENTAL PROJECT

11. The Responsible Party shall, within twelve (12) months of execution of this Agreed Order, complete the Supplemental Environmental Project (hereinafter "SEP") identified as the Cane Run Private Lateral Pilot Program and incorporated as part of this Agreed Order as *Exhibit B*. The SEP constitutes, in part, the identification of suspected significant sources of *Escherichia coli* pollution detected in the Cane Run watershed, including both the Municipal Separate Storm Sewer System (MS4) and Cane Run Creek.

12. In the event the SEP referenced in paragraph 11 has not been completed within twelve (12) months of execution of this Agreed Order, the Cabinet may grant a one-time SEP completion deadline extension of one hundred and twenty (120) days. The Cabinet may also consider additional SEPs for which the total expenditure shall not be less than the difference between the Responsible Party's documented SEP expenditure and thirty-five thousand (\$35,000) dollars. The Cabinet reserves the right to approval all extension requests or additional SEP proposals by the Responsible Party. Any such request from the Responsible Party shall be submitted in writing to the Cabinet.

13. All submittals required by the terms of the Agreed Order shall be submitted to:

Division of Enforcement
Attention: Director
300 Sower Blvd.
Frankfort, KY 40601

PENALTIES

14. The Responsible Party agrees to be assessed a civil penalty of seventeen thousand five hundred (\$17,500) dollars for the violations reference in Exhibit A.

15. It is further agreed that the Responsible Party may satisfy this civil penalty upon the Responsible Party's full completion of the SEP(s) referenced in paragraphs 11 and 12 above.

16. Should the Responsible Party fail, however, to fully abide by all the terms and conditions set forth in paragraphs 11 and 12 above, then the full unpaid balance of the seventeen thousand five hundred (\$17,500) dollar civil penalty set forth in paragraph 14 shall be due and payable in full, at the option of the Cabinet, within thirty (30) days of mailing of written notice to the Responsible Party.

17. Payment of penalties shall be by cashier's check, certified check, or money order, made payable to "Kentucky State Treasurer" and shall be sent to the attention of: Director, Division of Enforcement, 300 Sower Blvd., Frankfort, Kentucky 40601. Please note "Case No. DOW 170157" on the instrument of payment.

18. If the Responsible Party believes the request for payment of penalty is erroneous or contrary to law, the Responsible Party may request a hearing in accordance with KRS 224.10-420(2). The request for hearing does not excuse timely payment of the penalty. If an order is entered pursuant to KRS 224.10-440 that excuses payment, the Cabinet will refund the payment. Failure to make timely payment shall constitute an additional violation.

MISCELLANEOUS PROVISIONS

19. This Agreed Order addresses only the violations specifically admitted above. Other than those matters resolved by entry of this Agreed Order, nothing contained herein shall be construed to waive or to limit any remedy or cause of action by the Cabinet based on statutes or regulations under its jurisdiction and the Responsible Party reserves its defenses thereto. The

Cabinet expressly reserves its right at any time to issue administrative orders and to take any other action it deems necessary that is not inconsistent with this Agreed Order, including the right to order all necessary remedial measures, assess penalties for violations, or recover all response costs incurred, and the Responsible Party reserves its defenses thereto.

20. This Agreed Order shall not prevent the Cabinet from issuing, reissuing, renewing, modifying, revoking, suspending, denying, terminating, or reopening any permit to the Responsible Party. The Responsible Party reserves its defenses thereto, except that the Responsible Party shall not use this Agreed Order as a defense to those permitting actions.

21. The Responsible Party waives its right to any hearing on the matters admitted herein. However, failure by the Responsible Party to comply strictly with any or all of the terms of this Agreed Order shall be grounds for the Cabinet to seek enforcement of this Agreed Order in Franklin Circuit Court and to pursue any other appropriate administrative or judicial action under KRS Chapter 224 and the regulations promulgated pursuant thereto.

22. The Agreed Order may not be amended except by a written order of the Cabinet's Secretary or his designee. The Responsible Party may request an amendment by writing the Director of the Division of Enforcement at 300 Sower Blvd., Frankfort, Kentucky 40601, and stating the reasons for the request. If granted, the amended Agreed Order shall not affect any provision of this Agreed Order unless expressly provided in the amended Agreed Order.

23. The Cabinet does not, by its consent to the entry of this Agreed Order, warrant or aver in any manner that the Responsible Party's complete compliance with this Agreed Order will result in compliance with the provisions of KRS Chapter 224 and the regulations promulgated pursuant thereto. Notwithstanding the Cabinet's review and approval of any plans formulated pursuant to this Agreed Order, the Responsible Party shall remain solely responsible

for compliance with the terms of KRS Chapter 224 and the regulations promulgated thereto, this Agreed Order, and any permit and compliance schedule requirements.

24. The Responsible Party shall give notice of this Agreed Order to any purchaser, lessee or successor in interest prior to the transfer of ownership and/or operation of any part of the facility occurring prior to termination of this Agreed Order, shall notify the Cabinet that such notice has been given, and shall follow all statutory requirements for a transfer. Whether or not a transfer takes place, the Responsible Party shall remain fully responsible for payment of all civil penalties and for performance of all remedial measures identified in this Agreed Order.

25. The Cabinet agrees to allow the performance of the above listed remedial measures and payment of civil penalties by the Responsible Party to satisfy the Responsible Party's obligations to the Cabinet generated by the violations admitted above.

26. The Cabinet and the Responsible Party agree that the remedial measures agreed to herein are facility-specific and designed to comply with the statutes and regulations cited herein. This Agreed Order applies specifically and exclusively to the unique facility referenced herein and is inapplicable to any other site or facility.

27. Compliance with this Agreed Order is not conditioned upon the receipt of any federal, state, or local funds.

28. This Agreed Order shall be of no force and effect unless and until it is entered by the Secretary or his designee as evidenced by his signature thereon. If this Agreed Order contains any date by which the Responsible Party is to take any action or cease any activity, and the Secretary enters the Agreed Order after that date, then the Responsible Party is nonetheless obligated to have taken the action or ceased the activity by the date contained in this Agreed Order.

TERMINATION

29. This Agreed Order shall terminate upon the Responsible Party's completion of all requirements described in this Agreed Order. The Responsible Party may submit written notice to the Cabinet when it believes all requirements have been performed. The Cabinet will notify the Responsible Party in writing of whether it intends to agree with or object to termination. The Cabinet reserves its right to enforce the Agreed Order, and the Responsible Party reserves its right to file a petition for hearing pursuant to KRS 224.10-420(2) contesting the Cabinet's determination.

AGREED TO BY:

Charles H. Martin, P.E.
Director, LFUCG Division of Water Quality

Date

APPROVAL RECOMMENDED BY:

Jeffrey A. Cummins, Director
Division of Enforcement

Date

John G. Horne, II, Executive Director
Office of General Counsel

Date

R. Bruce Scott, Deputy Secretary
Energy and Environment Cabinet

Date

ORDER

Wherefore, the foregoing Agreed Order is entered as the final Order of the Energy and Environment Cabinet this ___ day of _____, 2018.

ENERGY AND ENVIRONMENT CABINET

SCOTT W. BRINKMAN, SECRETARY of the
GOVERNOR'S EXECUTIVE CABINET

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing **AGREED ORDER** was mailed, postage prepaid, to the following this _____ day of _____, 2018.

Charles Martin, Director
LFUCG Division of Water Quality
301 Jimmie Campbell Dr.
Lexington, KY 40504

And mailed, messenger to:

Jeffrey A. Cummins, Director
Division of Enforcement
300 Sower Blvd.
Frankfort, Kentucky 40601

John G. Horne, II, Executive Director
Office of General Counsel
300 Sower Blvd.
Frankfort, KY 40601

DOCKET COORDINATOR

EXHIBIT A

MATTHEW G. BEVIN
GOVERNOR



CHARLES G. SNAVELY
SECRETARY

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
DIVISION OF WATER
300 SOWER BLVD
FRANKFORT KY 40601

AARON B. KEATLEY
COMMISSIONER

May 17, 2017

Certified No. 7013 3020 0001 0603 9353
Return Receipt Requested

Mr. Charles Martin
Division of Water Quality
125 Lisle Industrial Ave, Ste 180
Lexington, KY 40511

Re: Notice of Violation
AI ID: 1073
AI Name: Lexington Town Branch WWTP
Activity ID: ENV20170001
Permit No. KY0021491
Fayette County, KY

Dear Mr. Martin:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility during a Division of Water investigation. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Your cooperation and attention to this matter is appreciated. If you have any questions, please contact me at 502-564-3358.

Sincerely,

An e-signature block containing the text "E-Signed by Singleton, Deborah" and "VERIFY authenticity with e-Sign" above a handwritten signature "Deborah E Singleton".

E-Signed by Singleton, Deborah
VERIFY authenticity with e-Sign
Deborah E Singleton

Deborah Singleton,
Environmental Inspector
Division of Water

Enclosure: Notice of Violation

COMMONWEALTH OF KENTUCKY
ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
Division of Water

NOTICE OF VIOLATION

To: Mr. Charles Martin
Division of Water Quality
125 Lisle Industrial Ave, Ste 180
Lexington, KY 40511

AI Name: Lexington Town Branch WWTP **AI ID:** 1073 **Activity ID:** ENV20170001

Discovery ID: CIV20170001 **County:** Fayette

Enforcement Case ID:

Date(s) Violation(s) Observed: 05/08/2017

This is to advise that you are in violation of the provisions cited below:

1 Violation Description for Subject Item AIOO0000001073:

No person shall directly, or indirectly, throw, drain, run or otherwise discharge into any of the waters of the Commonwealth, or cause, permit or suffer to be thrown, drained, run otherwise discharged into such waters any pollutant, or any substance that shall cause or contribute to the pollution of the waters of the commonwealth in contravention of the standards adopted by the cabinet or in contravention of any of the rules, regulations, permits, or orders of the cabinet or in contravention of any of the provisions of this chapter. [KRS 224.70-110].

Description of Non Compliance:

This investigation is the result of an ERT call regarding a force main line break on Spurr Road. The initial break occurred on April 24, 2017 and was contained. Sewage from the break was being pumped to a manhole located on a 15" gravity line. A report was called in on April 26, 2017 that the sewage had breached the containment. A Division of Water site investigation was conducted on April 26, 2017. Sewage was observed in an unnamed tributary to Cane Run creek. The creek flows for approximately 1000 feet before reaching a pond, which then discharges underneath the interstate. The entire length was visually impacted. It was determined that a section of the force main would have to be replaced. Several additional visits were made to observe the bypass set-up and the discharge to the waters of the Commonwealth. Flow from the line break increased significantly between May 5-6, 2017. The discharge volume starting on May 5 is approximated at 1000 GPM. Another site visit was conducted on May 9, 2017. The area where the discharge from the pond enters Cane Run creek was observed. Stream degradation was observed in Cane Run for approximately 1000 feet.

Pollutants have entered and contributed to the pollution of the waters of the Commonwealth.

The remedial measure(s), and date(s) to be completed by are as follows:

Immediately cease all activity, which is contributing or has contributed to the pollution of the waters of the Commonwealth. Within seven (7) days of the receipt of this notice, the permittee/responsible party shall submit a plan of action and a schedule of implementation to the undersigned describing the necessary measures taken to address the non-compliance. Failure to comply with the remedial measures or repeated violations of this requirement may subject you and or your company to an immediate referral to the Division of Enforcement. [KRS 224.70-110]

2 Violation Description for Subject Item AIOO0000001073:

Surface waters shall not be aesthetically or otherwise degraded. [401 KAR 10:031 Section 2].

Description of Non Compliance:

This investigation is the result of an ERT call regarding a force main line break on Spurr Road. The initial break occurred on April 24, 2017 and was contained. Sewage from the break was being pumped to a

manhole located on a 15" gravity line. A report was called in on April 26, 2017 that the sewage had breached the containment. A Division of Water site investigation was conducted on April 26, 2017. Sewage was observed in an unnamed tributary to Cane Run creek. The creek flows for approximately 1000 feet before reaching a pond, which then discharges underneath the interstate. The entire length was visually impacted. It was determined that a section of the force main would have to be replaced. Several additional visits were made to observe the bypass set-up and the discharge to the waters of the Commonwealth. Flow from the line break increased significantly between May 5-6, 2017. The discharge volume starting on May 5 is approximated at 1000 GPM. Another site visit was conducted on May 9, 2017. The area where the discharge from the pond enters Cane Run creek was observed. Stream degradation was observed in Cane Run for approximately 1000 feet.

The waters of the Commonwealth have been degraded.

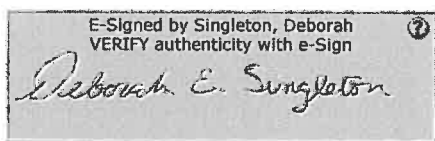
The remedial measure(s), and date(s) to be completed by are as follows:

Immediately cease all discharges that are aesthetically or otherwise degrading the waters of the Commonwealth. The effluent must be brought into compliance so as to eliminate stream degradation. Within seven (7) days of the receipt of this notice, the permittee/responsible party shall submit a plan of action and a schedule of implementation to the undersigned describing the necessary measures taken to address the non-compliance. Failure to comply with the remedial measures or repeated violations of this requirement may subject you and or your company to an immediate referral to the Division of Enforcement. [401 KAR 10:031 Section 2]

Violations of the above cited statute(s) and/or regulation(s) are subject to a civil penalty per day per violation. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

If you have questions or need further information, write or call the undersigned:

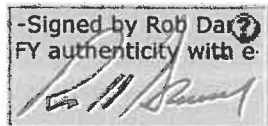
Division of Water
Frankfort Regional Office
300 Sower Blvd
Frankfort, KY 40601
502-564-3358 (8:00 AM – 4:30 PM)
Deborah Singleton, Environmental Inspector



Issued By:

Deborah Singleton, Environmental Inspector

Date: May 17, 2017



Issued By:

Robert H Daniell, Environmental Control Supervisor

Date: May 17, 2017

How Delivered: certified/registered mail

Certified/Registered # 7013 3020 0001 0603 9353

EXHIBIT B

SUPPLEMENTAL ENVIRONMENTAL PROJECT

In further consideration of the settlement with the Commonwealth of the action resolved by this Agreed Order, LFUCG shall timely perform the Cane Run Private Lateral Pilot Program Supplemental Environmental Project (SEP) as set forth below. The total expenditure for the SEP shall not be less than \$35,000. If LFUCG fails to complete the SEP by the date specified or fails to expend \$35,000 to complete the SEP, LFUCG shall pay to the Commonwealth the entire \$17,500 stipulated penalty. Such payment shall be due and payable no later than 45 days after the SEP completion deadline. Alternatively, LFUCG may propose, and the EEC shall consider, a one-time SEP completion deadline extension of not more than 120 days or additional SEPs, beyond those outlined below, for which the total expenditure shall not be less than the difference between its documented SEP expenditures and \$35,000.

LFUCG shall submit to EEC a SEP Completion Report no later than sixty (60) days from the date for completion of the SEP set forth below. The report shall contain the following information: (a) a detailed description of the SEP as implemented; (b) a description of any implementation problems encountered and the solutions thereto; (c) itemized costs; (d) certification that the SEP has been fully implemented pursuant to the Scope of Work and the provisions of this Agreed Order; and (e) a description of the environmental and public health benefits resulting from implementation of the SEP.

Project Purpose

The primary goal of this SEP is to address one of the suspected significant sources of *Escherichia coli* pollution detected in the Cane Run watershed, including both the Municipal Separate Storm Sewer System (MS4) and Cane Run Creek. This goal can be attained by implementing the Cane Run Private Lateral Pilot Program in the Highlands neighborhood. The age of the homes, previous Sanitary Sewer Assessment (SSA) findings, and implementation of LFUCG's Watershed-Focused Monitoring Program in Cane Run have all but confirmed that the Highlands neighborhood has homes with broken or deteriorated sewer line laterals which are exfiltrating sewage that is reaching LFUCG's MS4 and the Waters of the Commonwealth.

Already this year, LFUCG has replaced the vitrified clay pipe under Knight Lane in the Highlands subdivision as part of its Inflow and Infiltration Elimination Program; and within the next couple of months, LFUCG will replace the sewer pipes under Alice Drive and the associated portions of the laterals owned by LFUCG. While this dig and replace project will improve capacity of the sanitary sewer collection system to an extent, LFUCG sees the opportunity to address the defective privately-owned laterals in conjunction with the work on the publicly-owned system, as a holistic approach to reducing inflow and infiltration (I/I) to the sanitary sewer collection system and preventing untreated sewage from reaching Cane Run.

LFUCG has additional data and information indicating that leaking private laterals are not just an issue for one neighborhood in one watershed, but are a suspected source of *E. coli* pollution in multiple neighborhoods throughout the city. By focusing this proposed pilot program in one neighborhood, we can monitor and evaluate the program implementation's effectiveness and

determine if it is a viable long-term program that can be implemented in other parts of Fayette County.

Cane Run Private Lateral Pilot Program SEP

Project Scope

In order to implement the Cane Run Private Lateral Pilot Program, LFUCG will have to complete the following tasks:

1. In order to initiate the program, the Urban County Council's Environmental Quality and Public Works (EQPW) Committee will need to endorse the concept of the program, including funding it. The earliest date that the program could be presented to the Committee is April 24, 2018.
2. LFUCG will prepare outreach materials and sample agreement contracts for the property owners in the Highlands neighborhood.
3. LFUCG will contact property owners in the Highlands neighborhood to explain the program and to engage their participation.
4. LFUCG will conduct confirmatory smoke testing to identify properties with private laterals in need of repair or replacement.
5. If warranted, LFUCG will conduct additional investigations to determine if there is a need to sub-categorize the laterals as repair or replace or if the best approach is to proceed with the replace only option.
6. LFUCG will determine the maximum reimbursement rate for repaired laterals and replaced laterals and the unit basis for the reimbursement rate(s).
7. LFUCG will notify state-licensed plumbers about the program, so that they may respond timely to requests for quotes.
8. LFUCG will guide property owners who are eligible to participate in the program through the steps to complete the repair / replacement work and obtain their reimbursement.
9. LFUCG will document the completion of the work and authorize reimbursement to the property owner.
10. LFUCG will conduct post-project water quality monitoring to measure reductions in *E. coli* pollution.

Project Costs

LFUCG shall spend at least \$35,000 to implement the Cane Run Private Lateral Pilot Program SEP. The following costs may be counted as allowable project costs:

- Contracted costs for investigation and identification of compromised lateral lines.
- Contracted costs for evaluating which properties' laterals are eligible for replacement versus repair and the allowable maximum reimbursable costs associated with each remedy.
- Contracted costs for neighborhood communications to educate homeowners about the benefits of the pilot program and how they can participate.
- All costs for reimbursing eligible property owners who satisfactorily complete the lateral repair or replacement.

- Contracted costs to inspect and verify that the fixed private lateral is watertight and meets current applicable State Plumbing Code requirements.
- Costs to conduct post-project water quality monitoring to measure reductions in *E. coli* levels, including microbial source tracking (MST) analysis.

SEP Supplement

LFUCG has identified inherent risks associated with full implementation of the Cane Run Private Lateral Pilot Program, which may result in a failure to reach the required \$35,000 SEP expenditure. The riskiest aspects of this pilot program concern private citizens who 1) may not want LFUCG staff or contractors accessing their property, 2) may not want to participate in the program, and 3) may not complete the steps required to receive a reimbursement for the project-related work.

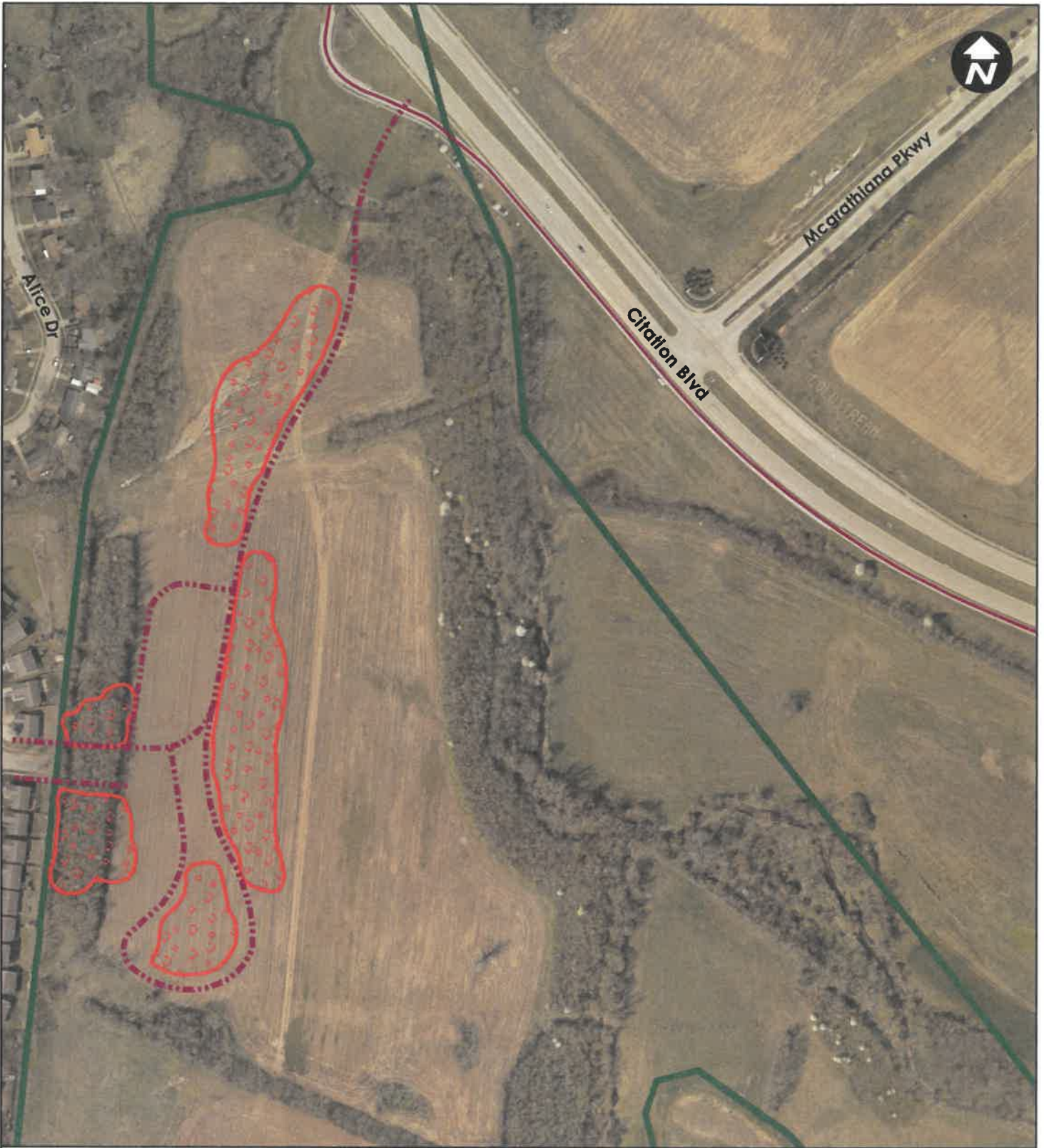
Since the risks identified above cannot be mitigated by LFUCG, LFUCG shall obligate the difference between its documented Cane Run Private Lateral Pilot Program expenditures and the required \$35,000 SEP expenditure, to plant trees in up to four city-owned parks in the Cane Run watershed, prioritized as follows:

1. Coldstream Park – 1850 Pisacano Drive (near the end of Sandersville Road)
2. Mary Todd Park – 525 Rogers Road
3. Highlands Park – 1991 Mark Avenue
4. Marlboro Park – 1870 Benton Place

Exhibits 1 through 4 show the proposed tree planting locations. The trees will be container-grown or ball-and-burlap trees and will be planted during the dormant season to promote long-term survivability. The trees will reduce Lexington's carbon footprint and will provide stormwater management by reducing rainfall runoff volumes and improving the water quality of any runoff.

Project Schedule

LFUCG shall complete the SEP within twelve months of the date of execution of this Agreed Order. The EQPW Committee must endorse the Cane Run Private Lateral Pilot Program prior to the inclusion of this SEP as a component of this Agreed Order.



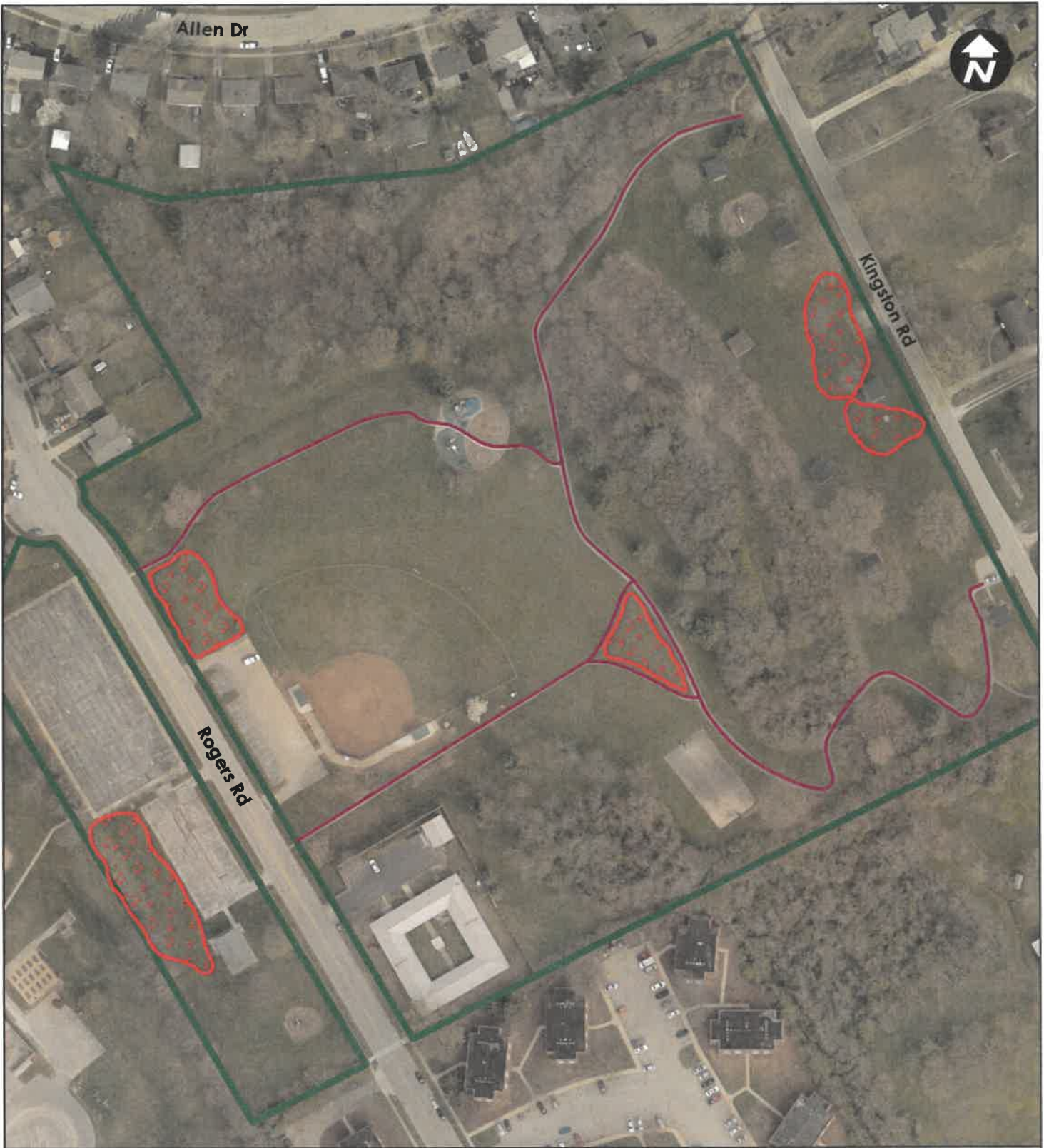
- Proposed Trail
- Existing Trail
- Proposed Tree Planting Area
- Park

Exhibit 1

Proposed Tree Planting Areas

Coldstream Park

1 inch = 250 feet



- Proposed Trail
- Existing Trail
- Proposed Tree Planting Area
- Park

Exhibit 2

Proposed Tree Planting Areas

Mary Todd Park

1 inch = 150 feet



- Proposed Trail
- Existing Trail
- Proposed Tree Planting Area
- █ Park

Exhibit 3

Proposed Tree Planting Areas

Highlands Park

1 inch = 100 feet



- Proposed Trail
- Existing Trail
- Proposed Tree Planting Area
- Park

Exhibit 4

Proposed Tree Planting Areas

Marlboro Park

1 inch = 150 feet