

ENVIRONMENTAL ENTERPRISES, INC.

HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT

This Agreement is entered into this 24 day of October, 2020 by and between the Lexington-Fayette Urban County Government, (herein after "District"), and **Environmental Enterprises, Inc.** (hereinafter "EEI"), an Ohio corporation.

The District and EEI agree as follows:

1. On October 24, 2020 beginning at 8:30 a.m. and ending at 3 p.m., hereinafter called the "Collection Event", EEI shall have present at the location: 1631 Old Frankfort Pike, Lexington, KY (hereinafter called the "Site") an employee or agent of EEI (the "Site Chemist") trained in the identification and handling of hazardous wastes ("Wastes") as defined by state and federal laws and regulations promulgated pursuant thereto, including the Federal Solid Waste Disposal Act, 42 U.S.C. §§6901 *et seq.*, and the Ohio Hazardous Waste Management Laws, Chapter 3734, Ohio Rev. Code. EEI shall also provide 40 additional personnel, additional equipment, and additional materials necessary to handle, containerize, label, load, and transport all Wastes delivered to and accepted by EEI from residents of the counties within the District, and shall transport said wastes for disposal in a manner which conforms to all state and federal laws and regulations. EEI shall provide for mobilization to and demobilization from the Site, and shall assure that the Site is returned to the same condition it was in prior to its use for the Collection Event.
2. The District agrees to pay EEI for services actually rendered under this Agreement in accordance with EEI's established rate schedule, attached hereto as Exhibit A.
3. EEI will provide a time prior to the public collection for District materials to be collected and separately invoiced, using EEI's established rate schedule, attached hereto as Exhibit A.
4. EEI shall agree to make a joint visit to the Collection Event site with District personnel at least thirty (30) days prior to the event date.
5. Within thirty (30) days of the conclusion of the Collection Events, EEI shall submit to the District an invoice for payment. The invoice shall contain:
 - a. The Date and Site of each individual Collection Event;
 - b. The name of the Site Chemist at the Site;
 - c. The actual, categorized amount of household hazardous waste collected and transported for disposal or recycling from the Site;
 - d. The actual amount due for services rendered at the Site per the rate schedule attached as Exhibit A and Exhibit B; and

- e. The total amount due from the District for the services rendered.
 - f. The types and amounts of waste listed on forms prescribed by Ohio EPA. (as shown in Attachment A)
 - g. The District agrees to pay EEI within thirty (30) days of receipt of invoice.
6. The Site Chemist shall make a determination and notify the District Coordinator when the cost of acceptance, transportation, and disposal of the Wastes accepted by EEI at the Site has reached the Site Limit. The District Coordinator must be accessible to the Site Chemist at all times, in person or by telephone, and will be responsible for termination of the collection event upon notification by the Site Chemist that the Site Limit has been reached. Only upon direct telephone authorization from the District Coordinator to the Site Chemist may the Site Limit be exceeded. Failure to receive telephone authorization from the District Coordinator to exceed the Site Limit shall require the Site Chemist to terminate the collection event. Authorization by the District Coordinator to exceed the Site Limit shall obligate the District to pay EEI for all additional labor and material costs, transportation costs, and disposal cost, if any, which exceed the Contract Limit in accordance with the rate schedule set forth in Exhibit A and Exhibit B.
7. EEI shall accept only "household hazardous wastes" as defined in the state and federal hazardous waste laws for transportation and disposal from individual residents of the counties within the District. The District Coordinator and/or Site Coordinator, if present on-site, shall assist in confirming the resident status of individuals delivering Wastes to the Site by means of current drivers' licenses or other available documentation.
8. The District hereby authorizes EEI to reject any Waste delivered to the Site which is not household hazardous waste, which cannot properly be labeled and/or packaged for shipment, or which will not be accepted for transportation and/or disposal, provided that the Site Chemist makes the determination to reject any Waste while the resident delivering the Waste to the Site is still present, and further provided that the Waste is returned to the resident by the Site Chemist and removed from the Site.
9. Title to all Wastes accepted by EEI at the Site shall pass to and vest in EEI at the time of acceptance.
10. EEI will be the "generator" and the "shipper" of all Wastes accepted at the Site as those terms are defined in the state and federal laws governing the generation, transportation, treatment, storage, and disposal of hazardous wastes, including the Federal Solid Waste Disposal Act, 42 U.S.C. §§6901 *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 *et seq.*, and the Ohio Hazardous Waste Management Laws, Chapter 3734, Ohio Rev. Code, and all regulations promulgated pursuant thereto.
11. EEI shall transport for disposal all Wastes accepted by EEI at the Site. All such wastes shall be transported to permitted facilities for the treatment, storage, and

disposal of hazardous waste in accordance with all state and federal laws and regulations.

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

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

If to the District:

Ms. Lauren Monahan
Division of Waste Management
675 Byrd Thurman Drive
Lexington, KY 40510
Phone: (859) 280-8578
Mobile Phone: (859) 327-7571
Fax: (859) 254-0171

If to Environmental Enterprises, Inc.:

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

Fax: (513) 853-3597

19. If any section, subsection, sentence, clause, or other portion of this Agreement is deemed to be illegal, invalid, or unenforceable for any reason, such illegality, invalidity, or unenforceability shall not affect the remainder of this Agreement.
20. No change to any provision of this Agreement shall be effective unless stated in writing and signed by both parties to this Agreement. No term or provision of this Agreement shall be deemed waived and no breach thereof excused unless a waiver and consent is reduced to writing and signed by both parties to this Agreement. Any waiver by either party of any provision of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of or consent to any subsequent breach of the same provision or condition.
21. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, and the parties agree to submit to the jurisdiction of the court of the Commonwealth of Kentucky for any disputes arising under this Agreement.
22. The terms of this agreement shall be for one (1) year from the date of acceptance of this contract by the District. This agreement may be automatically extended for two additional one (1) year renewals.
23. Price changes: Prices listed in the attached rate schedule shall be firm prices for the first 90 days of the contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revisions may be either increases or decreases and may be requested by either party. There will be no more than one (1) requested price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The District shall receive the benefit of any decline that the seller shall offer his other accounts.
24. Additional collection events under this agreement: Additional events may be planned under the terms of this agreement. Up to two (2) events per year may be planned utilizing the attached rate schedule. The date will be determined by EEI and the District in advance, and will be a date that works best for both parties.

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

Owner: Lexington-Fayette Urban County Government

By: Linda Gorton Date: 12/4/2020
LINDA GORTON, MAYOR

Attest: Margie Sommerd Date: 12/4/2020
URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY

COUNTY OF FAYETTE

Consultant: Environmental Enterprises, Inc.:

Name: *Brian J. DePeel*
Title: *Director, Lab Pack Services Division*
Signature:  Date: 10-24-20

Household Hazardous Waste Collection Agreement

Collection Date: October 24, 2020

Time: 8:30 a.m. – 3 p.m.

Number of District Volunteers: _____

Number of EEI staff: 32

The District's Site Coordinator Information:

Name: Ms. Lauren Monahan
Mailing Address: LFUCG Division of Waste Management, 675 Byrd Thurman Drive,
Lexington, KY, 40510
Phone: (859) 280-8578
Mobile Phone: (859) 327-7571
Email: lmonahan@lexingtonky.gov
Fax: (859) 254-0171

EEl's Site Chemist Information:

Name: DAW McCabe

Mailing Address: 10163 Cincinnati-Dayton Rd, Cincinnati, Oh. 45241

Phone: (513) 772-2818

Mobile Phone: (513) 266-3800

Email: dmccabe@eeienv.com

Fax: (513) 782-8950

EEl's Main Event Coordinator Information:

Name: Brian DePee

Mailing Address: 10163 Cincinnati-Dayton Rd, Cincinnati, Oh. 45241

Phone: (513) 853-3588

Mobile Phone: (513) 266-3772

Email: bdeppee@eeienv.com

Fax: (513) 782-8950



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

**FROM: CHARLIE LANTER, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: NOVEMBER 9, 2020

**SUBJECT: Use of Grant Funds for Fall 2020 Household Hazardous Waste Collection
Event—Price Contract with Environmental Enterprises, Inc.—RFP #35-2019**

Request: Council authorization to authorize the mayor to execute vendor agreements with Environmental Enterprises, Inc. related to the RFP No. 35-2019 to apply state grant funds to the disposal cost associated with the Fall 2020 Household Hazardous Waste collection.

Why are you requesting?

On March 17, 2020 (Resolution 148-2020), Council authorized acceptance of state funds from the Kentucky Energy and Environment Cabinet for the Fayette County Household Hazardous Waste Recycling Event. The Division of Central Purchasing issued Request for Proposals #35-2019 and Environmental Enterprises, Inc. was selected to perform these services with an established price contract. The Division of Waste Management held an event on October 24, 2020 and requests Council authorization to apply the awarded grant funds to the disposal cost. Total disposal cost will not exceed total grant funds of \$100,000.

What is the cost in this budget year and future budget years? Cost in FY21 is \$100,000. No additional costs are anticipated in future years.

Are the funds budgeted? Funds are budgeted in the following account:

FUND	DEPT ID	SECT	ACCT	PROJECT	ACTIVITY	BUD REF
3400	303501	0001	71299	KYHOHAZWA 2021	STA GRANT	2021

File Number: 1128-20

Director/Commissioner: Thurman/Albright

