

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507



Docket

Tuesday, February 10, 2026

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

- I. **Public Comment - Issues on Agenda**
- II. **Requested Rezoning/ Docket Approval**
- III. **Approval of Summary**
 - a [0113-26](#) Table of Motions: Council Work Session, February 3, 2026
Attachments: [TOM 020326](#)
- IV. **Budget Amendments**
- V. **Budget Adjustments - For Information Only**
- VI. **New Business**
- VII. **Communications From the Mayor - Appointments**
- VIII. **Communications From the Mayor - Donations**
- IX. **Communications From the Mayor - Procurements**
- X. **Continuing Business/ Presentations**
 - a [0112-26](#) Council Capital Projects, February 10, 2026
Attachments: [Capital List 2.10.26](#)
 - b [0114-26](#) Summary: General Government and Planning Committee, January 20, 2026
Attachments: [1.20.26 GGP Summary](#)
 - c [0115-26](#) Presentation: STREEET Safety Task Force Final Report
Attachments: [StrEEEt Safety TF Final Report Pres](#)
[STREEET SAFETY TASK FORCE ACTION PLAN](#)
- XI. **Council Reports**
- XII. **Public Comment - Issues Not on Agenda**
- XIII. **Adjournment**

Administrative Synopsis - New Business Items

- a** **0072-26** Authorization to approve the purchase of service agreement with A Caring Place to expand the Village Model and expand one neighborhood social hub as a pilot program. Agreement is for a period of one year at a cost of \$50,000. Funds are budgeted. (L0072-26) (Stambaugh/Allen-Bryant)
- Attachments:* [0072-26 Bluesheet Memo A Caring Place - FB Project Funding rev](#)
[A Caring Place Pilot Project PSA .1 . 4932-8817-6518 \(Final\)](#)
- b** **0090-26** Authorization to approve a Memorandum of Agreement with Watershed Watch in Kentucky, Inc. to engage and coordinate volunteers who will conduct quarterly water quality monitoring for the 2026 calendar year at a cost of \$5,000.00. Funds are budgeted. (L0090-26) (Martin/Albright)
- Attachments:* [Blue Sheet Memo KWW](#)
[FINAL MOA - KWW signed](#)
[RESO 0090-26 MOA Watershed Works 4916-5736-1804 v.1.docx](#)
- c** **0094-26** Authorization to execute an agreement with Rozzi's Inc. to furnish and deliver a fireworks display for LFUCG on July 4, 2026, or the postponement date of July 5, 2026. If fired on the postponement date, a fee of ten percent (10%) will be added. Cost for the display on July 4 is \$25,300. Funds are budgeted. (L0094-26) (Conrad/Ford)
- Attachments:* [Rozzi Bluesheet Agreement Memo 2026 - Signed](#)
[Rozzi's Fireworks Contract 7-4-2026](#)
[RES 0094-26 Rozzi Fireworks 4935-6243-2141 v.1.docx](#)
- d** **0098-26** Authorization to execute a Ground Lease, pursuant to RFP No. 35-2025 with Social Impact Solar LLC ("SIS"), and a platform entity of Edelen Strategic Ventures LLC, for approximately 357 acres for the development, construction, and operation of a solar photovoltaic project located on the Haley Pike Landfill. Lease revenue estimate for year one is \$30,345. (L0098-26) (Dugas/Albright)

Attachments: [Bluesheet memo - Signed Lease - Version 8 Final](#)
[Exhibit A - Leased Premises Schematic](#)
[Exhibit C - Easements Schematic](#)
[Exhibit D - Mineral Rights](#)
[Exhibit E RFP #35-2025 Haley Pike Solar Lease](#)
[Exhibit E RFP 35-2025 SIS Response](#)

e **0099-26** Authorization to execute the amended Flexible Spending Benefits Plan with Chard, Snyder & Associates, Inc., and to adopt a new limit increase from \$5,000 to \$7,500 for the Dependent Care Flexible Spending Account, effective retroactively to January 1, 2026. There is no budgetary impact. (L0099-26) (George/Hamilton)

Attachments: [Bluesheet Memo - 26-0038](#)
[Lexington Fayette Urban County Government FSA 01.01.2026 Plan Doc Ame](#)
[RESO 0099-26 Amendment Chard Snyder Flexible Spending 4913-5216-705](#)

f **0100-26** Authorization to execute an addendum to the Health Services Agreement with Marathon for health care services offered at the Samuel Brown Health Center, extending the agreement through December 31, 2026, effective retroactive to January 1, 2026, for a FY cost of \$1,069,068. Funds are budgeted. (L0100-26) (George/Hamilton)

Attachments: [Bluesheet Memo 26-0039](#)
[Lexington-Fayette Urban County Government Amendment 4 \(1-8-2026\)](#)
[RE Legistar 0100 Marathon Agreement](#)
[RESO 0100-26 Addendum to Marathon Health 4908-8379-8413 v.1.doc](#)

g **0101-26** Authorization to accept grant award from Kentucky American Water in the amount of \$500 for the 2025 Fire Fighting Support Grant to support the purchase of Personal Protective Equipment for the Division of Fire and Emergency Services. (L0101-26) (Wells/Armstrong)

Attachments: [26- Blue Sheet Memo Fire Award](#)
[BA 14088](#)
[KAW Check 10.14.2025](#)

h **0102-26** Authorization to submit an application and accept award, if offered, to the Kentucky Justice and Public Safety Cabinet requesting federal funds of \$100,000 under the Victim Assistance Formula Grant funded by the Victims of Crime Act. The grantor has waived local match, but the Department of

Social Services requests the government to provide the historical match of \$57,644, to continue the Green Dot program. (L0102-26) (Allen-Bryant)

Attachments: [26 - Blue Sheet Memo VOCA SS](#)

0106-26

Authorization for payment of \$32,000 each to the Kentucky State Treasurer and the U.S. Department of Justice for Sanitary Sewer Overflows (SSOs) in accordance with the provisions of the Consent Decree between LFUCG, the Commonwealth of Kentucky (State) and the U.S. Environmental Protection Agency (EPA). Funds are budgeted. (L0106-26) (Martin/Albright)

Attachments: [Blue Sheet Annual SSO](#)

[20260203 Lexington KY Demand for Stipulated Penalties for calendar year 20](#)

[RESO 0106-26 Consent Decree Stipulated Penalty Assessment 4908-9317-1](#)

0996-25

Authorization to enter into an agreement with Dr. Robert Gregory McMorrow to serve as a volunteer physician for the Community Paramedicine Program providing medical consultation and guidance for a period of November 1, 2025, through October 31, 2027. Cost for FY 2026 is \$9,998. Budget amendment in process. (L0996-25)(Wells/Armstrong)

Attachments: [26-Bluesheet Memo PSA Dr. McMorrow](#)

[PSA Dr. McMorrow 2025](#)

[BA 14084 to move funds](#)



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0113-26

File ID: 0113-26

Type: Summary

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County Council

File Created: 02/05/2026

File Name: Table of Motions: Council Work Session, February 3, 2026

Final Action:

Title: Table of Motions: Council Work Session, February 3, 2026

Notes:

Sponsors:

Enactment Date:

Attachments: TOM 020326

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0113-26

Title

Table of Motions: Council Work Session, February 3, 2026

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
February 3, 2026

Mayor Gorton called the meeting to order at 3:00 p.m. Council Members Wu, Brown, Ellinger II, Morton, Lynch, Eblen, Curtis, Sheehan, Higgins-Hord, Hale, Beasley, Baxter, Sevigny, Reynolds, and Boone were present.

- I. Public Comment – Issues on Agenda
- II. Requested Rezoning/Docket Approval
- III. Approval of Summary

Motion by Curtis to approve the January 27, 2026 Table of Motions. Seconded by Sevigny. Motion passed without dissent.

- IV. Budget Amendments
- V. Budget Adjustments – For Information Only
- VI. New Business

Motion by Sevigny to approve New Business. Seconded by Curtis. Motion passed without dissent.

- VII. Communications from the Mayor- Appointments
- VIII. Communications from the Mayor- Donations
- IX. Communications from the Mayor- Procurements
- X. Continuing Business/Presentations

Sevigny, EQPW Chair, provided a summary of the November 18, 2025 Environmental Quality and Public Works Committee Meeting.

Motion by Sevigny to accept the recommendations for the Water Quality Management Fee Incentive Program as presented at the November 18, 2025 Environmental Quality and Public Works Committee Meeting and as set forth in the committee packet; and, to amend the deadline of the Storytelling and Toolkits in the recommendations from June 2026 to December 2026. Seconded by Curtis. Motion passed without dissent.

- XI. Council Reports

Vice Mayor Wu appointed Council Member Eblen to the Urban County Council's Environmental Quality and Public Works (EQPW) Committee, and the Social Services and Public Safety Committee (SSPS).

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Motion by Sevigny to adjourn at 4:30 p.m. Seconded by Beasley. Motion passed without dissent.

SMH 020326



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0112-26

File ID: 0112-26

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County Council

File Created: 02/05/2026

File Name: Capital List 2/10/26

Final Action:

Title: Council Capital Projects, February 10, 2026

Notes:

Sponsors:

Enactment Date:

Attachments: Capital List 2.10.26

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0112-26

Title

Council Capital Projects, February 10, 2026

..Summary

Organization:

African American Forum

John Cole

1105-121001-0001-71102

Purpose:

For technology upgrades including monitors, laptops, and mixer board

Amount:

\$ 6,419.94

Organization:

Southland Association

Jessica Henahan
1105-121001-0001-71102

Purpose:

To repair and restore the Southland welcome sign at the corner of Southland Drive and
Nicholasville Road

Amount:

\$ 2,000.00

Organization:

The Lyric Theatre
Christian Adair
1105-121001-0001-71102

Purpose:

For the Lyric Theatre hospitality suite renovation

Amount:

\$ 3,500.00

Organization:

Tates Creek Baseball Booster Club
Stacey Kraemer
1105-121001-0001-71102

Purpose:

For a new pitching machine

Amount:

\$ 3,499.95

Organization:

Community Inspired Lexington
Rebecca Webb
1105-121001-0001-71102

Purpose:

For upgrading the CommUNITY Garden at Whitney Young Park

Amount:

\$ 2,324.88

**Council Capital Projects
February 10, 2026
Work Session**

Amount	Recipient	Purpose
\$ 6,419.94	African American Forum John Cole 1105-121001-0001-71102	For technology upgrades including monitors, laptops, and mixer board
\$ 2,000.00	Southland Association Jessica Henahan 1105-121001-0001-71102	To repair and restore the Southland welcome sign at the corner of Southland Drive and Nicholasville Road
\$ 3,500.00	The Lyric Theatre Christian Adair 1105-121001-0001-71102	For the Lyric Theatre hospitality suite renovation
\$ 3,499.95	Tates Creek Baseball Booster Club Stacey Kraemer 1105-121001-0001-71102	For a new pitching machine
\$ 2,324.88	Community Inspired Lexington Rebecca Webb 1105-121001-0001-71102	For upgrading the CommUNITY Garden at Whitney Young Park



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0114-26

File ID: 0114-26

Type: Summary

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County Council

File Created: 02/05/2026

File Name: Summary: General Government and Planning Committee, January 20, 2026

Final Action:

Title: Summary: General Government and Planning Committee, January 20, 2026

Notes:

Sponsors:

Enactment Date:

Attachments: 1.20.26 GGP Summary

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0114-26

Title

Summary: General Government and Planning Committee, January 20, 2026



General Government & Planning (GGP) Committee

January 20, 2026

Summary and Motions

The meeting was called to order at 1:00 p.m. Committee members Liz Sheehan (Chair), Shayla Lynch, J.D. (Vice Chair), Dan Wu, James Brown, Chuck Ellinger II, Emma Curtis, Whitney Elliott Baxter, Dave Sevigny, Jennifer Reynolds, and Hil Boone were present. Council members Tyler Morton and Amy Beasley were present as non-voting members.

I. APPROVAL OF DECEMBER 2, 2025 COMMITTEE SUMMARY (Sheehan)

A motion by Ellinger to approve the December 2, 2025 Committee Summary was seconded by Elliott Baxter and approved unanimously.

II. DOWNTOWN AREA MASTER PLAN (Brown/Sewe)

The committee received an update on the Downtown Area Master Plan, a year-long, data-driven planning effort launched in July 2025 to guide the future of downtown Lexington, informed by community values, stakeholder input, and market analysis. Boyd Sewe, Principal Planner in Long-Range Planning, highlighted key findings from public outreach, including a community-wide event in October that drew more than 200 participants and an online survey that expanded participation beyond the event. Twenty-seven percent of survey respondents were ages 18–24, reflecting strong engagement among students and young adults through targeted outreach efforts supported by CivicLex and partnerships with the University of Kentucky, Transylvania University, and Bluegrass Community and Technical College.

Across engagement activities, residents consistently identified priorities related to affordable and diverse housing options, preservation of neighborhood character, everyday retail and walkable shopping, casual and family-friendly dining, improved pedestrian safety, enhanced transit options, and green infrastructure. Staff noted that safety, connectivity, housing affordability, and people-first design emerged as cross-cutting themes and aligned closely with the Comprehensive Plan and Complete Streets principles. A major focus of the presentation was developing a community-supported definition of “downtown” to provide clarity for future policy decisions, infrastructure prioritization, and investment. Participants were asked to sketch the downtown boundaries, with the strongest support for a medium-sized downtown, followed by a more expansive definition. Staff presented a framework that distinguishes the Central Business District, the downtown core, and the surrounding area of influence—informally referred to as “Midtown.”

Councilmembers asked questions about student engagement strategies, housing affordability, demographic representation, pedestrian and street safety, the potential use of two-way streets, anti-displacement considerations, and whether the plan may ultimately recommend additional tools, such as a downtown development authority. Staff emphasized transparency and ongoing community feedback, noting that more detailed affordability findings will be available once the housing and market analysis is fully reviewed.

III. RURAL SETTLEMENT STUDY (Lynch/Duncan)

Lynch introduced the item, described the presentation as a level set and a launch point for implementation, and highlighted the guiding framework for the work: preserve, protect, enhance, and enable. Jim Duncan, Director of Planning, provided an overview of rural settlements and outlined the major categories, including free Black settlements, crossroads communities, rural service centers, and older rural subdivisions. Fayette County has 16 rural settlements totaling just over 500 acres, ranging in size from approximately 5 to 66 acres. Common characteristics include churches or long-standing congregations, community buildings, smaller lot sizes by rural standards, select rural businesses, and limited public services.

He reviewed prior work, which includes the 1971 Rural Settlement Survey, the 1999 Rural Land Management Plan, the 2006 University of Kentucky partnership study with GIS mapping and recommendations, and the continued relevance of subsequent planning updates, including renewed attention during the 2023 Urban Service Area boundary discussions. Recommendations from the 2006 study range from non-regulatory measures such as signage to potential financial assistance and preservation regulations. Duncan emphasized that any regulatory tools should be pursued only through direct engagement with residents and property owners.

Councilmembers discussed next steps, implementation, and the balance between preservation and property rights. Members raised concerns about the potential impacts of historic overlays on property owners and emphasized the importance of approaches that benefit landowners and avoid protections without owner support. Additional discussion addressed the capture of community history during engagement and clarified the distinction between the Rural Settlement Study and the Sense of Place initiative, noting that the two efforts serve different but complementary purposes. Lynch concluded by announcing plans to convene a diverse working group to review study recommendations for each settlement and develop tailored, settlement-specific solutions.

IV. ANNUAL REVIEW OF COMMITTEE ITEMS (Sheehan)

Chair Sheehan noted the *Boards and Commissions Comprehensive Review* is now the *Boards and Commissions Subcommittee*.

A motion by Sheehan to remove *Examine Opportunities to Relocate Programming & Initiatives from the Mayor's Office to Other Relevant Divisions within LFUCG* from the committee was seconded by Sevigny and approved unanimously.

A motion by Ellinger to remove the *Homelessness Need Assessment RFP* from the committee was seconded by Brown and approved unanimously.

A motion by Curtis to remove the *Lexington History Museum* from the committee was seconded by Wu and approved unanimously.

The meeting was adjourned at 2:13 p.m.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0115-26

File ID: 0115-26

Type: Presentation

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County Council

File Created: 02/05/2026

File Name: Presentation: STREEET Safety Task Force Final Report

Final Action:

Title: Presentation: STREEET Safety Task Force Final Report

Notes:

Sponsors:

Enactment Date:

Attachments: StrEEET Safety TF Final Report Pres, STREEET SAFETY TASK FORCE ACTION PLAN

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0115-26

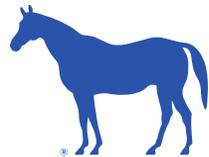
Title
Presentation: STREEET Safety Task Force Final Report

STREET SAFETY TASK FORCE FINAL REPORT

Sylvia Cassidy & Alyssa McKenzie, Legislative Aides

Council Work Session

February 10, 2026

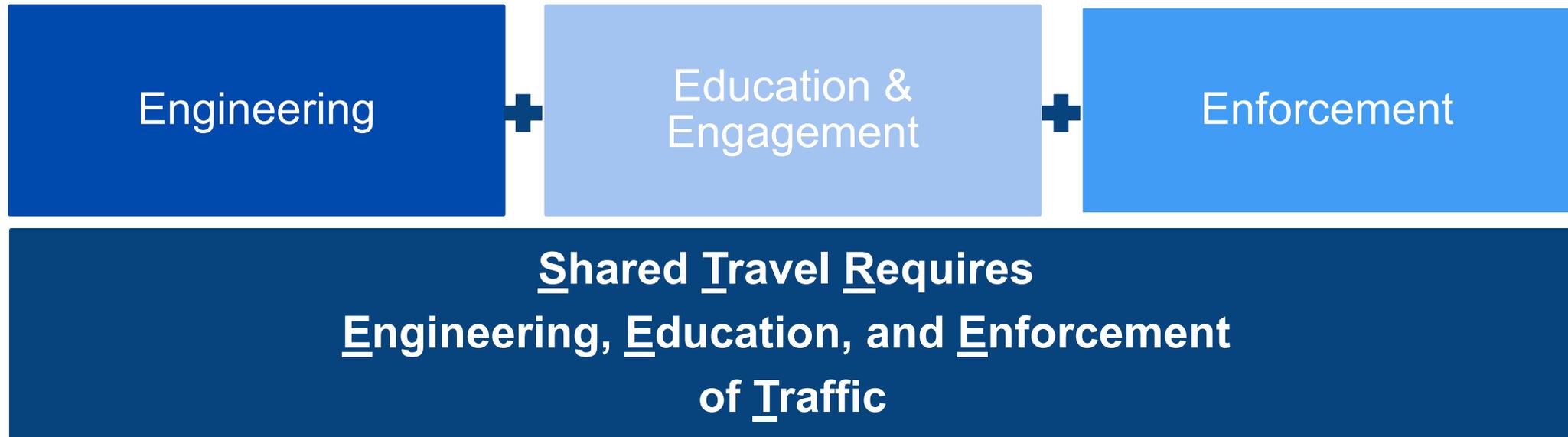


LEXINGTON

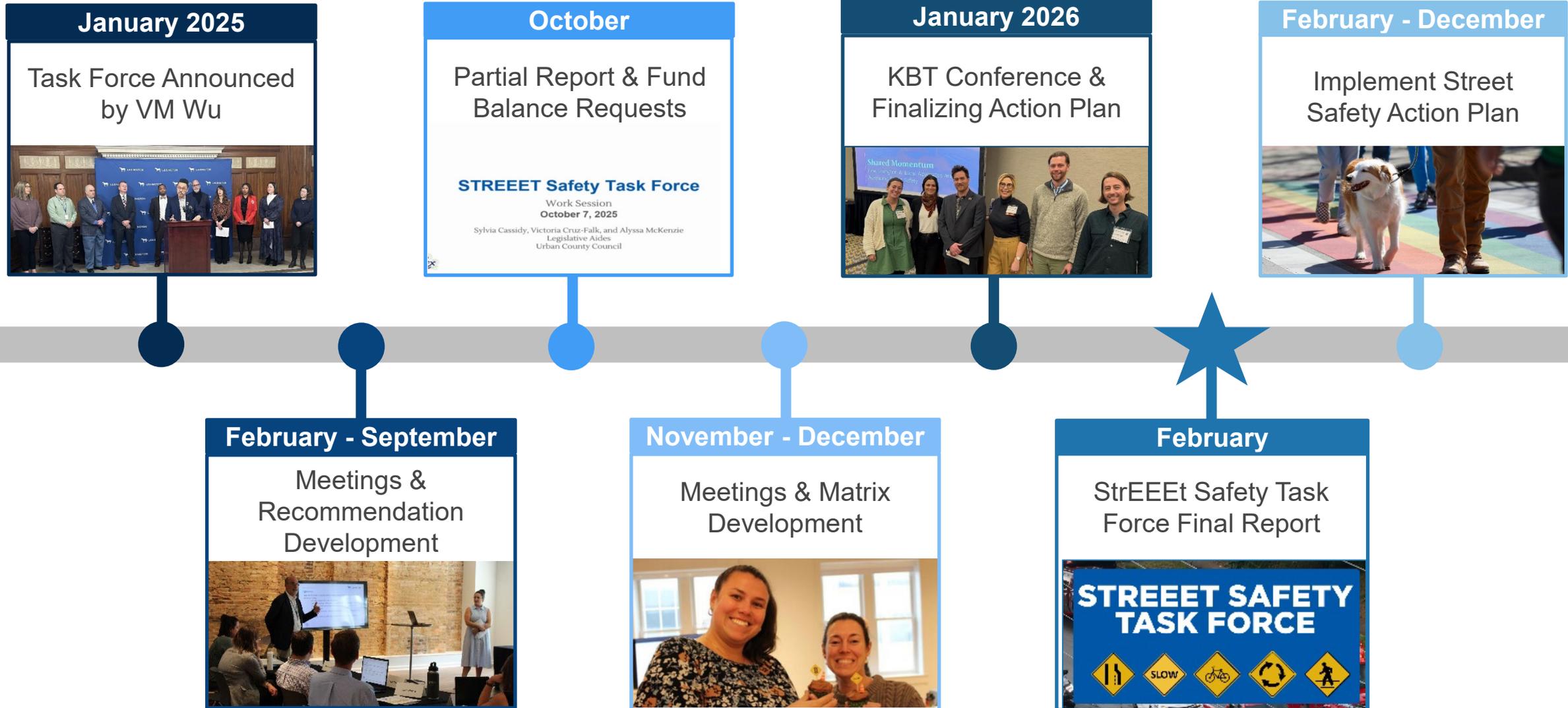
Purpose

- To investigate, advocate, and drive changes to address public demands for safe streets for all modes of transportation in Fayette County.

Focus on short-term solutions in three key areas:



Timeline



Membership



Dave Sevigny, Liz Sheehan, Emma Curtis, Whitney Elliott-Baxter, Hannah LeGris, Dan Wu, John Hayne, Alice Hilton, Ryessia Russell, Jason Schubert, Doug Burton, Hannah Crepps, Chris Evilia, Mikaela Gerry, Kenzie Gleason, Shawn Coleman, Donnell Gordon, Roger Mulvaney, Sam Murdock, Brandi Peacher, Angela Poe, Evan Thompson, Kendra Thompson, Layton Garlington, Alyssa McKenzie, Sylvia Cassidy, Tori Cruz-Falk, Sarah Ritter, Elizabeth Withers, Hannah Eiden, Reina Slaymaker



Why Street Safety Matters

2020 – 2025

225

COLLISIONS WITH FATALITY

10,660

COLLISIONS WITH INJURY

87,821

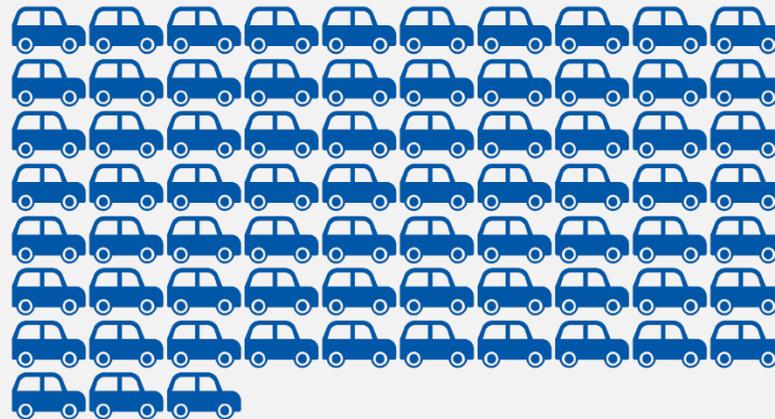
TOTAL COLLISIONS

2025

1752

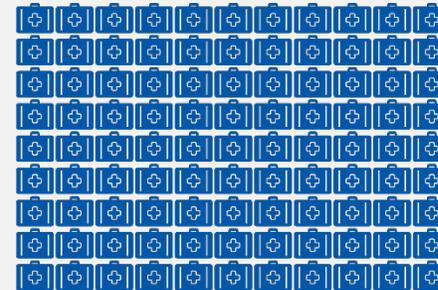
COLLISIONS WITH INJURIES

One car equals twenty-four collisions



99

SERIOUS INJURIES



15

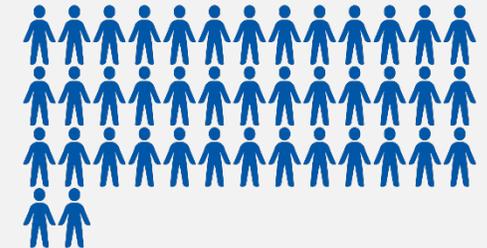
PEDESTRIAN FATALITIES



41

COLLISIONS WITH FATALITIES

One person equals one fatality



1

BICYCLE FATALITIES



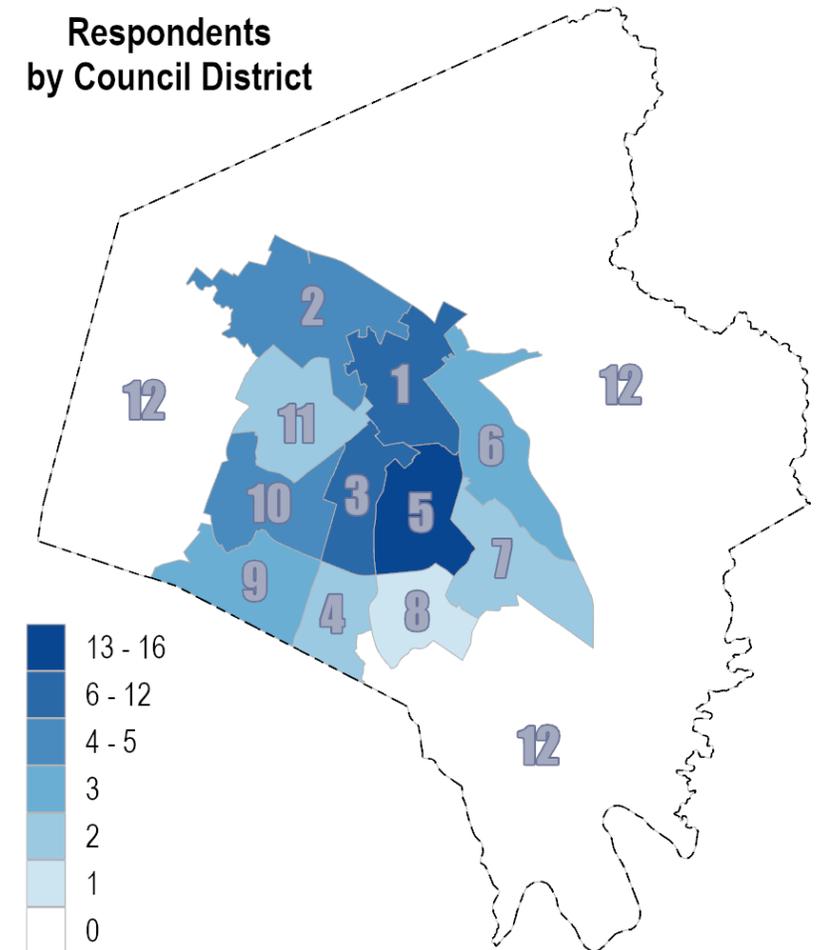
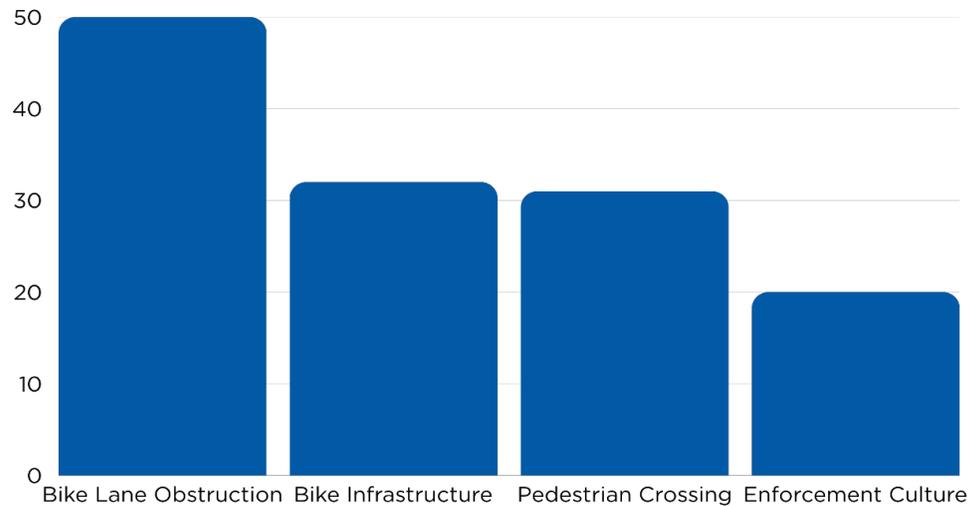
Source: Lexington Police Department, Kentucky State Police Public Access Collision Analysis Portal

Public Engagement

- Neighborhood Meetings, Newsletters, and Social Media
- **Submit a Traffic Complaint, LPD PIO: 569 Responses**
- **Engage Lexington Tools:**
 - Recommendation Feedback
 - Mapping & Idea Features

61 participants **250** total responses

Top Comments

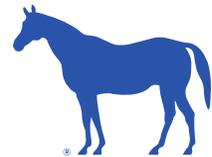


Recommendation Updates

	Recommendation	Funded	Status	Council Sponsors
Engineering	Traffic Circle Quick Build Pilot Project	✓	In Committee	Sheehan & Curtis
	Quick Build Program	-	In Committee	Sheehan
	Roundabout Feasibility Study	✓	Planning Underway	Curtis & Brown
	Signalized Crosswalk Study	✓	Planning Underway	Curtis, Reynolds & Hale
	Recommendation	Funded	Status	Council Sponsors
Education & Engagement	Experiential Engagement & Placemaking	✓	Planning Underway	Morton
	Community Champions Program Infrastructure	-	Planning Underway	Wu
	Internal & External Education Capacity	-	Planning Underway	Morton
	Unified Messaging Support	-	Planning Underway	Morton & Hale
	Recommendation	Funded	Status	Council Sponsors
Enforcement	No Parking in Bike Lanes Ordinance	-	In Committee	Sevigny
	Drag Racing Ordinance	-	In Committee	Baxter
	Focused Enforcement Using Data Analytics	✓	In Progress	Sevigny & Curtis
	Inter-City Automated Enforcement Efforts	-	In Progress	Sevigny, Baxter & Lynch

*Funding through FY25 Fund Balance, October 2025

STREET SAFETY TASK FORCE ACTION PLAN



LEXINGTON

Action Plan Overview: CY26

Engineering



Roundabout Feasibility Study

Council Sponsors:
Curtis & Brown

Action Items:

1. Collect Crash Data
2. Select 5 Locations
3. Release RFP



Traffic Circle Quick Build Pilot

Council Sponsors:
Sheehan & Curtis

Action Items:

1. Identify Sites
2. Design & Build
3. Evaluate Impact



Signalized Crosswalk Study

Council Sponsors:
Reynolds & Hale

Action Items:

1. RFP
2. Analyze Signal Timing
3. Integrate Interventions



Quick Build Program

Council Sponsors:
Sheehan

Action Items:

1. Identify Sites
2. Design & Build
3. Evaluate Impact

Action Plan Overview: CY26

Education & Engagement



Experiential Engagement & Placemaking



Community Champions Infrastructure



Internal & External Education Capacity



Unified Messaging Support

Council Sponsors:
Morton & Hale

Action Items:

1. Identify Capacity
2. Program Development
3. Determine Funding

Council Sponsor:
Vice Mayor Wu

Action Items:

1. Toolkit Development
2. Program Development
3. Education Academy

Council Sponsor:
Councilmember Morton

Action Items:

1. Training Development
2. Learning & Engagement
3. Community Development

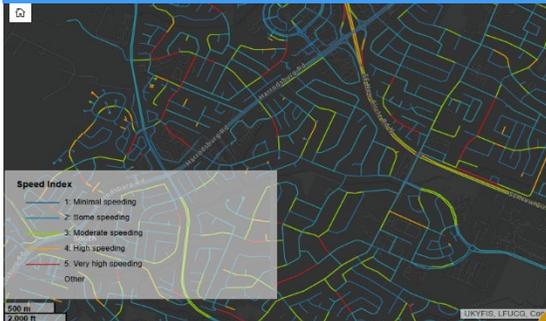
Council Sponsors:
Morton & Hale

Action Items:

1. High St Project Evaluation
2. Determine Funding Needs
3. RFP

Action Plan Overview: CY26

Enforcement



Focused Enforcement Using Data Analytics

Council Sponsors:
Sevigny & Curtis

Action Items:

- 1. Data Collection
- 2. Signage Pilot
- 3. Evaluate Impact



Inter-City Automated Enforcement

Council Sponsors:
Sevigny & Lynch

Action Items:

- 1. Determine Support
- 2. KRS Review
- 3. Coalition Building



No Parking in Bike Lane Ordinance

Council Sponsor:
Sevigny

Action Items:

- 1. Draft Ordinance
- 2. Engage Lexington Page
- 3. Review Ordinance

Kentucky representative files bill to make Louisville's street racing ordinance state law



Drag Racing Ordinance

Council Sponsor:
Baxter

Action Items:

- 1. Draft Ordinance
- 2. Engage Lexington Page
- 3. Review Ordinance

Next Steps

- Future Funding Requests (FY27 & FY28)
- Implementing the Action Plan
- Integrate into Complete Streets Action Plan
- Incorporate Recommendations into Committee Work
- Disband the Task Force



**StrEEEt Safety Task Force Page
&
Action Plan**

Questions?



LEXINGTON

STREET SAFETY TASK FORCE ACTION PLAN



LEXINGTON

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- 3 - INTRODUCTION
- 4 - WHY STREET SAFETY MATTERS
- 5 - TASK FORCE MEMBERSHIP
- 6 - PUBLIC ENGAGEMENT
- 7 - RECOMMENDATIONS
- 10 - ENGINEERING ACTION ITEMS
- 13 - EDUCATION/ENGAGEMENT ACTION ITEMS
- 20 - ENFORCEMENT ACTION ITEMS
- 26 - RECOMMENDATION TIMELINE

MESSAGE FROM THE CO-CHAIRS

On behalf of the Co-Chairs, we extend our sincere thanks to the members of the STREEET Safety Task Force and to our partner agencies, community advocates, and staff who contributed their time, expertise, and lived experience to this effort. Through thoughtful collaboration, candid discussion, and a shared commitment to safer streets for everyone, the Task Force identified both urgent needs and practical, actionable strategies. This Action Plan reflects that collective work and provides a roadmap for improving safety, equity, and accountability in how our streets are designed, managed, and experienced. We are grateful for the dedication behind this process and look forward to continued collaboration as these recommendations move toward implementation.



Councilmember Liz Sheehan
District 5



Councilmember Dave Sevigny
District 10

INTRODUCTION



In January 2025, Council formed the STREEET Safety Task Force. An acronym for “Shared Travel Requires Engineering, Education & Enforcement of Traffic,” the Task Force evaluated three key areas: Engineering, Education/Engagement, and Enforcement. Recognizing that the Complete Streets Policy – adopted by LFUCG in late 2022 – will take decades to roll out, the Task Force focused on short-term solutions to reduce collisions and increase safety for all modes of travel on Fayette County’s transportation network.

FOCUS AREA

The STREEET Safety Task Force focused on immediate solutions in three key areas:

- **Engineering** – how the physical design of Lexington’s streets and roads influences the safety of Lexington's transportation network.
- **Education/Engagement** – how the community can create and sustain a culture that supports street safety.
- **Enforcement** – how can we encourage behavior that promotes multi-modal transportation and curbs poor driving habits.

TASK FORCE TIMELINE

The Task Force was formally appointed by Vice Mayor Wu in January 2025. From January to June the Task Force held monthly meetings and sub-group meetings. In the summer, the Task Force developed recommendations. Legislative Aides Alyssa McKenzie, Victoria Cruz-Falk, and Sylvia Cassidy presented a partial report out at the October 7 Council Work Session and, during funding discussions later that month, Council allocated \$700,000 to implement five of the recommendations. In the remaining two months of 2025, the Task Force focused on identified action items and metrics to implement each recommendation.

WHY STREET SAFETY MATTERS

Lexington is experiencing a street safety crisis. There have been dozens of fatalities and hundreds of life threatening injuries on Fayette County's transportation network. Statewide, these incidents cause nearly \$30 billion in economic and quality of life costs. The collision statistics below provide a clearer picture of the scale of this problem.

COLLISIONS IN FAYETTE COUNTY

2020-2025

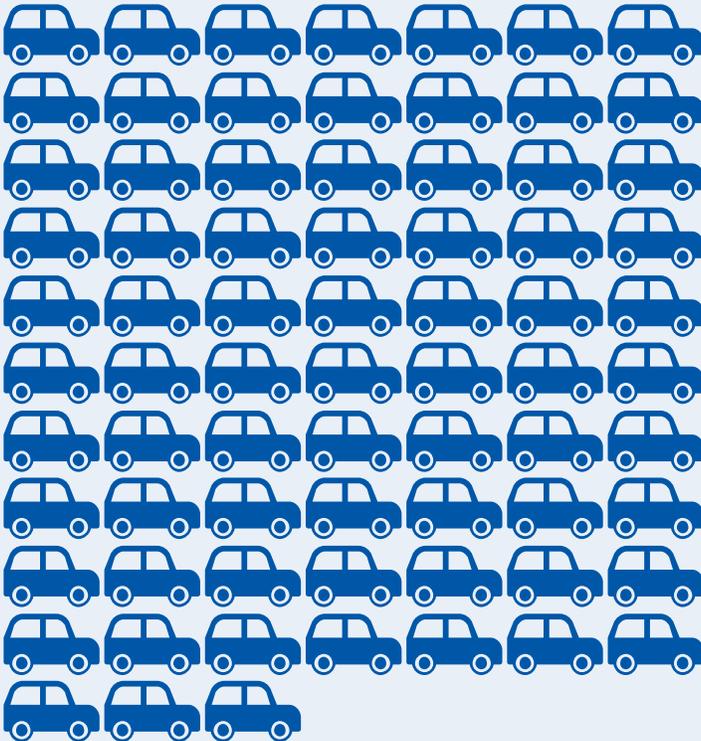
87,821
TOTAL
COLLISIONS

10,660
COLLISIONS WITH
INJURY

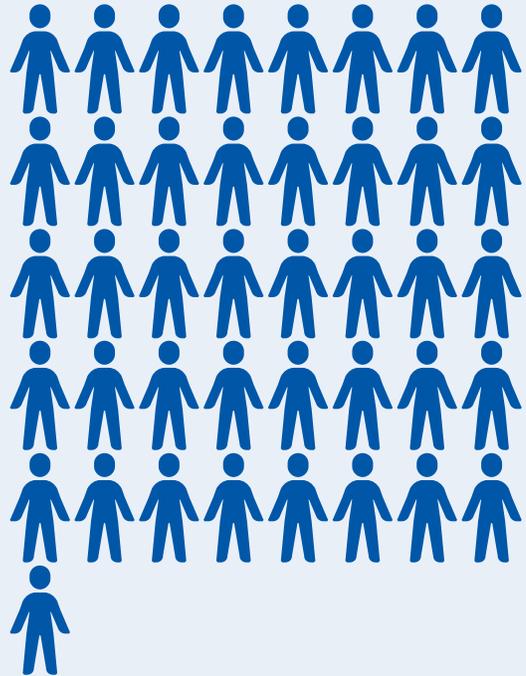
225
COLLISIONS WITH
FATALITY

2025

1752
COLLISIONS WITH INJURIES
One car equals twenty-four collisions



41
COLLISIONS WITH FATALITIES
One person equals one fatality



Source: Lexington Police Department, Kentucky State Police public access collision analysis portal.

TASK FORCE MEMBERSHIP

The Task Force was a collective partnership between elected officials, city departments, public safety agencies, and community members. It met on a monthly basis to investigate specific transportation issues in Lexington and consider how Lexington–Fayette Urban County Government (LFUCG) can resolve these problems quickly and effectively. Members divided themselves into subgroups that each focused on one of the Task Force’s key areas. These subgroups met outside of the taskforce meeting to identify problems in Fayette County in regard to their respective focus areas and brainstorm solutions for each issue.

Task Force Membership

Dave Sevigny, 10th District Councilmember,
Co-Chair - Enforcement Lead

Liz Sheehan, 5th District Councilmember, Co-Chair - Engineering Lead
Emma Curtis, 4th District Councilmember - Engineering Lead
Whitney Elliott-Baxter, 9th District Councilmember - Enforcement Lead
Hannah LeGris, 3rd District Councilmember (former) - Education Lead
Dan Wu, Vice Mayor - Education Lead
Doug Burton, Director - Engineering
Hannah Crepps, Principal Planner - Outreach & Strategic Planning
Chris Evilia, Transportation Planning Manager, Lexington Area MPO
Mikaela Gerry, Senior Planner/Vision Zero Coordinator
Kenzie Gleason, Manager of Outreach & Strategic Planning
Shawn Coleman, Assistant Chief, Lexington Police Department
Donnell Gordon, Commander, Lexington Police Department
John Hayne, General Prosecution, Office of the Fayette County Attorney
Alice Hilton, Living Streets Lexington, Community Representative
Roger Mulvaney, Traffic Engineering Manager,
Sam Murdock, Assistant Chief, Lexington Police Department
Brandi Peacher, Director of Project Management
Angela Poe, Senior Program Manager
Ryessia Russell, Director of Gatton Honors Pathway Program, University of Kentucky
Jason Schubert, Frontrunners, Community Representative
Evan Thompson, Acting Managing Attorney
Kendra Thompson, Research Analyst
Layton Garlington, Public Information Officer

With Help From

Alyssa McKenzie, 10th District Legislative Aide
Sylvia Cassidy, 5th District Legislative Aide
Victoria Cruz-Falk, Aide to Vice Mayor Wu
Sarah Ritter, 4th District Legislative Aide
Elizabeth Withers, 9th District Legislative Aide
Hannah Eiden, 3rd District Legislative Aide (former)
Reina Slaymaker, 3rd District Legislative Aide



PUBLIC ENGAGEMENT

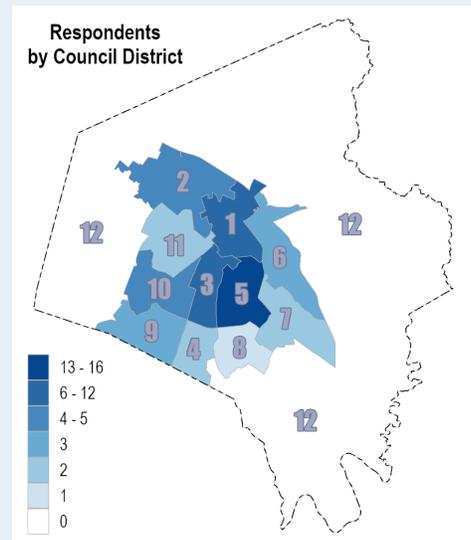
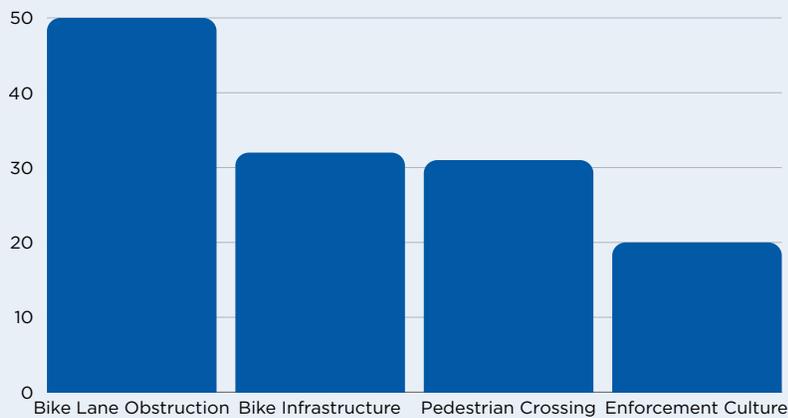
Public input was a centerpiece in the Task Force’s decision making. All Task Force meetings were open to community members and they were invited to submit feedback directly to the Task Force through two interactive platforms. The City’s Engage Lexington platform hosted an idea forum and a mapping feature, where residents can drop a pin and describe how comfortable they feel travelling in a particular area. Residents were also given the opportunity to rank the Task Force’s recommendation. The charts below show the result for two Engage Lexington surveys.

ENGAGE LEXINGTON ENGAGEMENT

DROP A PIN RESULTS

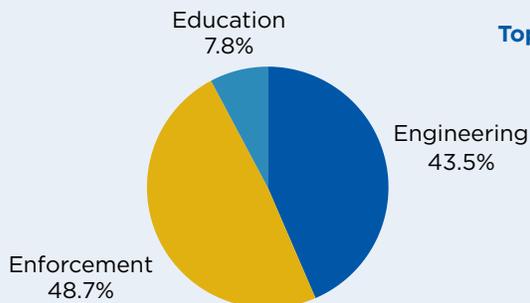
Drop A Pin gave community members an opportunity to give detailed feedback and submit photos of any location in Fayette County. Residents could also share if they believed an area was in need of transportation safety improvements or if they felt especially comfortable in specific locations on the transportation network.

61 participants **250** total responses
Top Comments



COMMUNITY RECOMMENDATION RANKINGS

Community members were invited to rank the Task Force’s recommendations. These recommendations were presented to Council at the Task Force’s October 7 Work Session. Recommendations related to Engineering and Enforcement made up nearly 90% of respondent preferences – as Indicated in the pie chart below.



Top Recommendations Among Community Members

1. Roundabout feasibility study at dangerous intersections
2. No parking in bike lanes ordinance
3. Seek automated enforcement from the state legislature
4. Focused enforcement using data analytics

RECOMMENDATIONS

From this process, the Task Force came up with twelve recommendations on immediate interventions to make our roads safer. This document provides a brief overview of the recommendations and describes specific action items, lists targeted completion dates, and identifies coordinating and supporting departments, divisions, and community organizations that will help to successfully implement each recommendation. This document will be updated as the recommendations are implemented.

RECOMMENDATION OVERVIEW

Task	Description	Target Completion Date	Council Sponsor & Assigned Committee	Coordinating Department	Support Divisions & Organizations	Approximate Funding Needs
1.Engineering						
1.1 - Roundabout Feasibility Study	Conduct a feasibility study to evaluate implementation, design considerations, cost estimates, and right-of-way or utility impacts of roundabouts at select locations.	Dec 2026	Curtis & Brown, EQPW	Department of Environmental Quality & Public Works	Engineering, Traffic Engineering, Planning, MPO	\$365,000
1.2 - Traffic Circle Quick Build Pilot Project	Execute a Traffic Circle Quick Build Pilot project to show proof of concept and generate community buy in.	Dec 2026	Sheehan & Curtis, EQPW	Department of Environmental Quality & Public Works	Traffic Engineering, Neighborhood Associations, Complete Streets Manager, MPO	\$50,000
1.3 - Signalized Crosswalk Study	Conduct a feasibility study to evaluate signal timing adjustments at select locations.	Dec 2026	Curtis, Reynolds, & Hale, EQPW	Department of Environmental Quality & Public Works	Traffic Engineering	\$150,000
1.4 - Quick Build Program	Complete the Quick Build Program structure and implementation plan.	Dec 2026	Sheehan, EQPW	Mayor's Office	Complete Streets Manager, Engineering, Traffic Engineering, Planning, Vision Zero Coordinator	-

Task	Description	Target Completion Date	Council Sponsor & Assigned Committee	Coordinating Department	Support Divisions & Organizations	Approximate Funding Needs
2. Education/Engagement						
2.1 - Experiential Engagement & Placemaking	Assess the impact and resonance of existing education, placemaking, and experiential engagement work; explore new strategies; and establish consistency and continuity between LFUCG and partner organizations involved in this work.	Oct 2026	Morton, EQPW	Department of Environmental Quality & Public Works	Complete Streets Manager, Outreach & Strategic Planning, Lexington Area MPO, Vision Zero Coordinator, Council, Public Information & Engagement	\$115,000
2.2 - Community Champions Infrastructure	Cultivate more knowledgeable and connected community members that can initiate and encourage projects in their neighborhood and continue this outreach through initiatives like a Planning Education Academy.	Dec 2026	Wu, GGP	Council	Planning & Preservation, Complete Streets Manager, Public Information & Engagement, Living Streets Lexington, Front Runners	-
2.3 - Internal & External Education Capacity	Strengthen literacy in Complete Streets and Vision Zero across LFUCG staff, the local design and construction community, and the public to enhance alignment and coordination of Lexington's transportation safety and equity goals.	Dec 2026	Morton, EQPW	Mayor's Office, Planning	Complete Streets Manager, Public Information & Engagement, Engineering, Traffic Engineering, Outreach & Strategic Planning, Lexington Area MPO, Vision Zero Coordinator, Council	-

Task	Description	Target Completion Date	Council Sponsor & Assigned Committee	Coordinating Department	Support Divisions & Organizations	Approximate Funding Needs
2.4 - Unified Messaging Support	Continue to build cohesion between LFUCG departments working on STREET and Complete Streets and Vision Zero-related projects without placing additional strain on LFUCG staff.	Dec 2026	Morton & Hale, EQPW	Mayor's Office, Council, Planning	Complete Streets Manager, Public Information & Engagement, Outreach & Strategic Planning, Lexington Area MPO, Vision Zero Coordinator	-
3. Enforcement						
3.1 - Focused Enforcement Using Data Analytics	Two-part pilot project using data from LPD and Traffic Engineering to identify high-risk intersections for increased enforcement and signage to deter red-light running/ speeding.	Jun 2026	Sevigny & Curtis, EQPW	Traffic Engineering	LPD	\$20,000
3.2 - Inter-City Automated Enforcement Efforts	Engage with State Legislators to advocate for legislation that would permit automated enforcement.	Dec 2026	Sevigny & Lynch, SSPS	Council, Mayor's Office, Lobbying organizations	LPD, State Legislators, Law, Sheriff's Office, LFUCG Administration	-
3.3 - No Parking in Bike Lanes Ordinance	Work with LexPark and LFUCG Law Dept. to create an ordinance prohibiting parking in bike lanes.	Jun 2026	Sevigny, SSPS	Council and Law	LexTran, LPD, Traffic Engineering, Planning, Bike Ped Coordinator Streets and Roads, Commonwealth Attorney's Office	-

Task	Description	Target Completion Date	Council Sponsor & Assigned Committee	Coordinating Department	Support Divisions & Organizations	Approximate Funding Needs
3.4 - Drag Racing Ordinance	Create Drag Racing Ordinance using Louisville Metro statute as a model to prohibit drag racing in Fayette County.	Jun 2026	Baxter, SSPS	Council and Law	LPD, County & Commonwealth Attorney's Office	-

ENGINEERING ACTION ITEMS

Action Item	Target Completion Date	Coordinating Division	Support Divisions & Organizations	Approximate Funding Needs	Metrics Needed	Overlapping Programing
<i>1.1 Roundabout Feasibility Study</i>						
1.1A - Submit fund balance request for the execution of the Roundabout Feasibility Study.	Oct 2025	Council	Traffic Engineering	\$365,000	-	-
1.1B - Select five viable locations for roundabouts using crash data.	Oct 2025	Commissioner's Office, Department of Environmental Quality & Public Works	Traffic Engineering	-	Crash Data, Traffic Calming Opportunities	-
1.1C - Release RFP and select a consultant to study and evaluate design considerations, cost estimates, and right-of-way or utility impacts at selected locations.	Jun 2026	Commissioner's Office, Department of Environmental Quality & Public Works	Engineering, Traffic Engineering, Planning, Consultant	-	-	-

Action Item	Target Completion Date	Coordinating Division	Support Divisions & Organizations	Approximate Funding Needs	Metrics Needed	Overlapping Programing
1.1D - Report out to Council the consultant's findings.	Dec 2026	Commissioner's Office, Department of Environmental Quality & Public Works	Engineering, Traffic Engineering, Planning, Consultant	-	-	-
1.2. Traffic Circle Quick Build Pilot Project						
1.2A - Submit fund balance request for the implementation of the Traffic Circle Quick Build Pilot Project.	Oct 2025	Council	Traffic Engineering	\$50,000	-	Street Art Pilot Project
1.2B - Identify sites for traffic circles based on need.	Dec 2026	Department of Environmental Quality & Public Works	Traffic Engineering	-	Crash Data	-
1.2C - Design and build traffic circle quick builds at select locations.	Dec 2026	Department of Environmental Quality & Public Works	Traffic Engineering, Construction Contractor	-	-	-
1.2D - Evaluate feasibility, impact, and community support of each traffic circle quick build before and after implementing using methods such as traffic counts, collision and injury metrics, and surveys of neighbors.	Dec 2026	Department of Environmental Quality & Public Works	Traffic Engineering	-	Crash Data, Traffic Counts, Public Input	-

Action Item	Target Completion Date	Coordinating Division	Support Divisions & Organizations	Approximate Funding Needs	Metrics Needed	Overlapping Programing
1.3. Signalized Intersection Study						
1.3A - Submit fund balance request for the execution of the Signalized Intersection Study.	Oct 2025	Council	Traffic Engineering	\$150,000	-	-
1.3B - Release RFP and select consultant to evaluate adjustment to signalized intersections.	Jun 2026	Department of Environmental Quality & Public Works	Traffic Engineering, Consultant	-	-	-
1.3C - Analyze signal timing and explore the integration of different interventions within the coordinated signal system.	Dec 2026	Department of Environmental Quality & Public Works	Traffic Engineering, Consultant	-	Crash Data, KYTC Vulnerable Road User Data	-
1.4. Quick Build Program						
1.4A - Complete the Quick Build Program Structure & Implementation Plan.	Apr 2026	Mayor's Office	Complete Streets Manager, Planning	-	-	Traffic Circle Quick Build Pilot Project, Street Art Pilot
1.4B - Secure funding for another Quick Build Pilot Program that utilizes the Structure & Implementation Plan.	Jun 2026	Council	Complete Streets Manager, Engineering, Traffic Engineering, Planning	-	-	-
1.4C - Determine funding and staffing needs for long term implementation of the Quick Build Program.	Dec 2026	Council	Complete Streets Manager, Engineering, Traffic Engineering, Planning	-	-	Traffic Circle Quick Build Pilot Project, Street Art Pilot

EDUCATION/ENGAGEMENT ACTION ITEMS

Action Item	Target Completion Date	Coordinating Division	Support Divisions & Organizations	Approximate Funding Needs	Metrics Needed	Overlapping Programing
2.1 Experiential Engagement & Placemaking						
2.1A - Submit fund balance request to support/expand ongoing experiential engagement and placemaking initiatives.	Oct 2025	Council	Public Information & Engagement, Complete Streets Manager, Outreach & Strategic Planning, Community Organizations, Lexington Area MPO	\$115,000	-	-
2.1B - Determine where responsibility lies for executing experiential engagement and placemaking.	Jun 2026	Planning	Outreach & Strategic Planning, Complete Streets Manager, Public Information & Engagement, Lexington Area MPO, Community Organizations	-	-	-
2.1C - Review past experiential engagement and placemaking programming to determine what we would like to revive and what resources are needed to continue ongoing work.	Jun 2026	Environmental Quality & Public Works	Public Information & Engagement, Complete Streets Manager, Outreach & Strategic Planning, Lexington Area MPO	-	-	-

Action Item	Target Completion Date	Coordinating Division	Support Divisions & Organizations	Approximate Funding Needs	Metrics Needed	Overlapping Programing
2.1D - Provide financial support to internal LFUCG and external organizations beyond FY27 to help people get out on the road and in their communities in a joyful way that perpetuates our goals with Complete Streets and Vision Zero.	Oct 2026	Council	Public Information & Engagement, Complete Streets Manager, Outreach & Strategic Planning, Lexington Area MPO, Community Organizations, Street Art Pilot, Open Streets, Critical Mass, Second Sunday Programming, StreetFest, Neighborhood Block Parties	-	-	-
2.2 Community Champions Infrastructure						
2.2A - Create toolkits that contain resources for neighborhoods and community groups to promote knowledge, advocacy, and engagement with Complete Streets and Vision Zero initiatives by securing funds in FY28.	Dec 2026	Lexington Area MPO	Council, Outreach & Strategic Planning, Complete Streets Manager, Community Organizations	-	-	Quick Build Program
2.2B - Create Community Champions Engage Lexington Page that serves as a resource library and houses Complete Streets and Vision Zero Toolkits.	Dec 2026	Council	Council PIO	-	-	-

Action Item	Target Completion Date	Coordinating Division	Support Divisions & Organizations	Approximate Funding Needs	Metrics Needed	Overlapping Programing
2.2C - Generate additional programmatic modules and initiatives (ex: quick builds for neighborhoods; planning and complete streets teaching module; asphalt art how-to, etc).	Dec 2026	Division of Planning	Council, Complete Streets Manager, Public Information & Engagement, Community Organizations, Lexington Area MPO, Outreach & Strategic Planning	-	-	-
2.2D - Establish scope, timeline, and next steps for Planning Education Academy.	Dec 2026	Division of Planning	Council, Public Information & Engagement	-	-	-
2.2E - Pilot and test Planning Education Academy modules using successful existing programming structures.	Dec 2026	Division of Planning	Public Information & Engagement, Council, Lexington Area MPO	-	-	Community Environmental Academy

Action Item	Target Completion Date	Coordinating Division	Support Divisions & Organizations	Approximate Funding Needs	Metrics Needed	Overlapping Programing
2.3 Internal & External Education Capacity						
2.3 A - Following the completion of the Complete Streets Design Manual, LFUCG and the consultant team will develop training materials and host a series of technical training workshops. These sessions will help translate the manual's concepts into real-world practice, providing staff, officials, developers, and designers with the practical tools and knowledge needed for effective implementation.	Dec 2026	Complete Streets Manager	Lexington Area MPO, Outreach & Strategic Planning, Engineering, Traffic Engineering	\$40,000 allocation in FY 26 Budget	# of workshops conducted, # of individuals trained	Complete Streets Design Manual
2.3B - Develop non-technical learning sessions that cultivate a shared culture of safety, collaboration, and accountability grounded in Complete Streets and Vision Zero principles. These sessions will engage leadership, communications teams, project managers, and field personnel – helping them understand not only how these initiatives are implemented, but why they matter.	Dec 2026	Complete Streets Manager	Lexington Area MPO, Outreach & Strategic Planning, Engineering, Traffic Engineering, Public Information & Engagement, Vision Zero Manager	TBD	-	Complete Streets Strategic Plan, SS4A, Bicycle & Pedestrian Advisory Committee, Public Information & Engagement, Community Advocacy Efforts

Action Item	Target Completion Date	Coordinating Division	Support Divisions & Organizations	Approximate Funding Needs	Metrics Needed	Overlapping Programing
2.3C - Use the Traffic Circle Quick Build Program and Asphalt Art programs to test new engagement processes and materials. Track how the timing of resident involvement, revised education materials, storytelling, and strategic outreach influenced design and use information for future quick build and capital projects.	Dec 2026	Public Information & Engagement	Complete Streets Manager, Outreach & Strategic Planning, Lexington Area MPO, Vision Zero Coordinator, Traffic Engineering	-	Create a template for project-based storytelling and engagement	Quick Build Program, SS4A Grant, Reimaging the Civic Commons Complete Streets Corridor Project
2.3D - Identify capital, quick build, and pilot projects planned in LFUCG divisions for the next 12-18 months that can incorporate Vision Zero or Complete Streets messaging. Assess current team ability to execute educational and engagement efforts, and identify where external support could be beneficial.	Dec 2026	Complete Streets Manager	EQPW Commissioner's Office, Outreach & Strategic Planning, Lexington Area MPO, Vision Zero Coordinator, Traffic Engineering, Engineering, Public Information & Engagement	-	A prioritized list of upcoming projects suitable for integrated community engagement & education, with corresponding capacity and support needs documented.	-

Action Item	Target Completion Date	Coordinating Division	Support Divisions &	Approximate Funding Needs	Metrics Needed	Overlapping Programing
<p>2.3E - Identify community partners that can help facilitate outreach, storytelling, and peer-to-peer education. Evaluate their existing networks or trust in key communities, explore partnership models and determine eligibility for support through STREET Education/ Engagement funding, and develop a simple MOU or engagement framework for future collaborations.</p>	<p>Dec 2026</p>	<p>Complete Streets Manager</p>	<p>Public Information & Engagement, Outreach & Strategic Planning, Lexington Area MPO, Vision Zero Coordinator, Traffic Engineering</p>	-	<p>Develop a roster of partner organizations and recommended approaches for participation in community education and safer street design projects.</p>	-
<p>2.4 Unified Messaging Support</p>						
<p>2.4A - Work with relevant departments to determine their needs for a consultant and refine the scope, make sure that the departments are supported in a way that moves their goals forward.</p>	<p>Ongoing</p>	<p>Council</p>	<p>Public Information & Engagement, Outreach & Strategic Planning, Lexington Area MPO, Vision Zero Coordinator, Complete Streets Manager</p>	-	-	-

Action Item	Target Completion Date	Coordinating Division	Support Divisions & Organizations	Approximate Funding Needs	Metrics Needed	Overlapping Programing
2.4 Unified Messaging Support						
2.4B - Have industry consultants assess LFUCG's internal coordination and program delivery as well as roles, responsibilities, standard operating procedures, stakeholder engagement, and communications strategies related to Vision Zero and Complete Streets.	Jan 2026	Complete Streets Manager	Mayor's Office, Council, Department of Environmental Quality & Public Works, Planning, Lexington Area MPO	-	Develop a refined strategic program plan that strengthens internal alignment, enhances communication capacity, and establishes a clear foundation for future implementation and community engagement. This may include creating a foundational communication s framework and recommendatio ns for ongoing outreach, engagement, and program integration.	Coordinate with development of MPO TIP
2.4C - Determine what additional support may be needed for future projects to continue meaningful and intentional community engagement.	Jul 2026	Complete Streets Manager	Varies	-	-	Safe Streets for All Grant, Traffic Circle Quick Build Program, Asphalt Art
2.4D - Release RFP and select consultant to evaluate LFUCG messaging needs.	Ongoing	Council, Mayor's Office	Public Information & Engagement, Outreach & Strategic Planning, Lexington Area MPO, Vision Zero Coordinator	-	-	**safe streets for all grant 1.75mil over 5yrs**new circle

ENFORCEMENT ACTION ITEMS

Action Item	Target Completion Date	Coordinating Division	Support Divisions & Organizations	Approximate Funding Needs	Metrics Needed	Overlapping Programing
3.1. Focused Enforcement Using Data Analytics						
3.1A - Secure funding from state-level grants for increased enforcement in high-risk areas identified through Street Light Data and MioVision TraffOp and from collision reports. Coordinated by Council, working with LPD, Complete Streets Manager, and Traffic Engineering.	Jul 2026	Council	LPD, Traffic Engineering	-	High-risk intersection data	-
3.1B - Traffic Engineering collects data from Street Light Data application & use in reports to Council; distribute to Councilmembers on an as-needed basis. Data from Traffic Engineering will provide trend data to use for LPD enforcement or engineering efforts.	Nov 2025	Council	Traffic Engineering	-	Street Light Data	-
3.1C - Make accessible and distribute council-district data on traffic collisions and infractions. Traffic Engineering and LPD PIO collaborate to send a monthly summation of this data to Councilmembers.	Mar 2026	Council	Traffic Engineering, LPD	-	LPD Ticket Locations, Collisions, Red Light Running, Average Speed, Frequency of Speeding, Areas With High Speeding	-

Action Item	Target Completion Date	Coordinating Division	Support Divisions & Organizations	Approximate Funding Needs	Metrics Needed	Overlapping Programing
3.1D - Secure funding for a Signage Pilot to test data collection and enforcement using MioVision technology.	Oct 2025	Council	Traffic Engineering, LPD	\$20,000	-	-
3.1E - Select four intersections to test Signage Pilot Project.	Nov 2025	Traffic Engineering	LPD	-	High-risk intersection data, Volume of traffic and numbers of red-light running and speeding	-
3.1F - Implement MioVision software at selected intersections and collect data on red light running, near misses, traffic counts, etc. over the course of three months.	Feb 2026	Traffic Engineering	-	-	High-risk intersection data, Volume of traffic and numbers of red-light running and speeding	-
3.1G - Design and create signage with monitoring language to be placed at selected intersections.	Mar 2026	Traffic Engineering	-	-	-	-
3.1H - Install signage interventions at selected intersections and use MioVision software to collect data.	Apr 2026	Traffic Engineering	-	-	High-risk intersection data, Volume of traffic and numbers of red-light running and speeding	-

Action Item	Target Completion Date	Coordinating Division	Support Divisions & Organizations	Approximate Funding Needs	Metrics Needed	Overlapping Programing
3.1I - Assess data from before and after signage intervention and report out to the Environmental Quality & Public Works Committee.	Jun 2026	Traffic Engineering	Council	-	High-risk intersection data, Volume of traffic and numbers of red-light running and speeding	-
3.1J - Determine if expanding signage is reasonable and feasible. If yes, create a plan to permanently implement a pilot at scale that includes budgetary tasks and personnel needs.	Jun 2026	Traffic Engineering	Streets & Roads, Lexington Area MPO	-	-	-
3.2. Inter-City Automated Enforcement Efforts						
3.2A - Verify that a majority of Council support pursuing changes at the state-level for automated enforcement.	Dec 2025	Council	Law	-	-	-
3.2B - Verify that LFUCG Administration (Mayor, Public Safety, etc) support pursuing changes at the state-level for automated enforcement.	Dec 2025	Council	LFUCG Admin, Mayor's Office	-	-	-
3.2B - Verify that LFUCG Administration (Mayor, Public Safety, etc) support pursuing changes at the state-level for automated enforcement.	Dec 2025	Council	LFUCG Admin, Mayor's Office	-	-	-

Action Item	Target Completion Date	Coordinating Division	Support Divisions & Organizations	Approximate Funding Needs	Metrics Needed	Overlapping Programing
3.2C - Review and identify KRS sections that require amendment to allow for automated enforcement. Present recommended changes to the state legislature.	Jan 2026	Council	Council, Law, KY Legislative Resource Commission, Local State Lawmaker(s)	-	-	-
3.2D - Plan and host events, meetings, and discussion with municipalities across Kentucky to build a coalition of cities and towns in favor of automated enforcement efforts.	Feb 2026	Council	State & Community Organizations	-	-	-
3.2E - Partner with other municipalities and lobby the state legislature to pass language that permits automated enforcement.	Mar 2026	Council	Lobbyist	-	-	-
3.3. No Parking in Bike Lanes Ordinance						
3.3A - Collaborate with Law, LexPark, and relevant departments to develop a draft ordinance prohibiting parking in bike lanes.	Dec 2025	Council	LexPark, Traffic Engineering, Department of Planning, Department of Law	-	-	-
3.3B - Submit item into the SSPS Committee for initial review and discussion.	Feb 2026	Council	Council Core Staff	-	-	-

Action Item	Target Completion Date	Coordinating Division	Support Divisions & Organizations	Approximate Funding Needs	Metrics Needed	Overlapping Programing
3.3C - Conduct public Engagement via Engage Lexington.	Apr 2026	Council Core Staff	Council	-	-	-
3.4. Drag Racing Ordinance						
3.4A - Collaborate with Law, LPD to develop a draft ordinance prohibiting drag racing.	Mar 2026	Council	Department of Law, LPD, County & Commonwealth Attorney's Office	-	-	-
3.4B - Submit items into the SSPS Committee for initial review and discussion.	Mar 2026	Council	Council Core Staff	-	-	-
3.4C - Conduct public engagement through Engage Lexington.	Apr 2026	Council Core Staff Council	Council	-	-	-
3.4D - Review and revise the ordinance based on public input. Incorporate redlines or revisions as needed.	Jun 2026	Council	Council Core Staff, Law	-	-	-
3.4E - Pass and adopt final Ordinance.	Dec 2026	Council	Mayor's Office, LFUCG Administration	-	-	-
3.4F - Develop and finalize a plan that outlines procedures, resources, and implementation strategies for enforcement of ordinance.	Jun 2027	LPD	LexPark	-	-	-

RECOMMENDATION TIMELINE

Action Item	2025	2026			
	Q4	Q1	Q2	Q3	Q4
1.1A - Fund balance request for roundabout feasibility study	☐				
1.1B - Select locations for Study	☐				
1.1C - RFP for Roundabout Feasibility Study			☐		
1.1D - Report out to Council study's findings					☐
1.2A - Fund balance request for quick build traffic circle pilot	☐				
1.2B - Identify sites for quick build traffic circles					☐
1.2C - Design and build quick build traffic circles					☐
1.2D - Evaluate impact and support for piloted quick builds					☐
1.3A - Fund balance request for signalized intersection study	☐				
1.3B - RFP for signalized intersection adjustments			☐		
1.3C - Analyze signal timing adjustments					☐
1.4A - Quick Build Program Structure & Implementation Plan			☐		
1.4B - Funding for second quick build pilot			☐		
1.4C - Funding and staffing for quick build program					☐
2.1A - Fund balance request for experiential engagement	☐				
2.1B - Responsibility for experiential engagement			☐		
2.1C - Review previous experiential engagement work			☐		
2.1D - Funding internal and external experiential engagement					☐

	2025	2026			
Action Item	Q4	Q1	Q2	Q3	Q4
2.2A - Advocacy and engagement toolkits					☐
2.2B - Community Champions Engage Page					☐
2.2C - Additional programmatic modules					☐
2.2D - Planning Education Academy next steps					☐
2.2E - Pilot Planning Education Academy modules					☐
2.3A - Complete Streets Manual technical workshops					☐
2.3B - Non-technical Complete Streets learning sessions					☐
2.3C - Test new engagement materials					☐
2.3D - Identify projects to incorporate messaging					☐
2.3E - Identify and collaborate with community partners					☐
2.4A - Determine consultant department needs					
2.4B - Assess LFUCG coordination and program delivery		☐			
2.4C - Determine additional support				☐	
2.4D - RFP for unified messaging support					
3.1A - Funding for increased enforcement				☐	
3.1B - Street light data collection and distribution	☐				
3.1C - Council district data aggregation		☐			
3.1D - Funding for signage pilot	☐				

	2025	2026			
Action Item	Q4	Q1	Q2	Q3	Q4
3.1F - Implement MioVision at selected intersections		☐			
3.1G - Design and create signage with monitoring language		☐			
3.1H - Install signage interventions			☐		
3.1I - Assess data from before and after signage installation			☐		
3.1J - Determine feasibility signage expansion			☐		
3.2A - Council support to change automated enforcement	☐				
3.2B - Administration support for automated enforcement	☐				
3.2C - Review KRS and present recommended changes		☐			
3.2D - Municipality coalition building		☐			
3.2E - Municipality partnership and lobbying		☐			
3.3A - Draft 'No Parking in Bike Lanes' ordinance	☐				
3.3B - Submit item to SSPS		☐			
3.3C - Conduct public engagement			☐		
3.3D - Review and revise ordinance			☐		
3.3E- Pass and adopt final ordinance					☐
3.4A - Draft 'Anti-Drag Racing' ordinance		☐			
3.4B - Submit item to SSPS		☐			
3.4C - Conduct public engagement			☐		

	2025	2026			
Action Item	Q4	Q1	Q2	Q3	Q4
3.4D - Review and revise ordinance			■		
3.4E - Pass and adopt final ordinance					■



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0927-23

File ID: 0927-23

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council Work
Session

File Created: 09/07/2023

File Name: Page Break

Final Action:

Title:

Notes:

Sponsors:

Enactment Date:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0927-23



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0072-26

File ID: 0072-26

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Social Services

File Created: 01/20/2026

File Name: A Caring Place - Fund Balance Project Funding

Final Action:

Title: Authorization to approve the purchase of service agreement with A Caring Place to expand the Village Model and expand one neighborhood social hub as a pilot program. Agreement is for a period of one year at a cost of \$50,000. Funds are budgeted. (L0072-26) (Stambaugh/Allen-Bryant)

Notes:

Sponsors:

Enactment Date:

Attachments: 0072-26 Bluesheet Memo A Caring Place - FB Project Funding rev, A Caring Place Pilot Project PSA .1 . 4932-8817-6518 (Final)

Enactment Number:

Deed #:

Hearing Date:

Drafter: Theresa Maynard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0072-26

Title

Authorization to approve the purchase of service agreement with A Caring Place to expand the Village Model and expand one neighborhood social hub as a pilot program. Agreement is for a period of one year at a cost of \$50,000. Funds are budgeted. (L0072-26) (Stambaugh/Allen-Bryant)

Summary

Authorization to approve the purchase of service agreement with A Caring Place to expand the Village Model and expand one neighborhood social hub as a pilot program. Agreement is for a period of one year at a cost of \$50,000. Funds are budgeted. (L0072-26) (Stambaugh/Allen-Bryant)

Budgetary Implications: No

Advance Document Review: Law: Tiffany Holskey 1.20.26

Fully Budgeted: Yes

Account Number: 1101-606102-6051-71299

This Fiscal Year Impact: \$50,000.00

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: 
Kacy Allen-Bryant, Commissioner of Social Services

DATE: February 3, 2026

SUBJECT: Purchase of Service Agreement with A Caring Place for funding of
Expansion of the Villages Model and Pilot Project

Request:

Request Council Authorization for the Mayor to approve the purchase of service agreement with A Caring Place for the expansion of the Villages Model as approved by Council from the Fiscal Year 2025 Fund Balance. This agreement is for a period of one year, to be paid in full upon the execution of the agreement. A Caring Place will provide at least two updates during the year.

Purpose:

Using data from the feasibility study A Caring Place will expand the Village Model and expand into one neighborhood social hub as a pilot project.

Budgetary Implication:

The cost for Fiscal Year 2026 is \$50,000.

Are the funds budgeted?

Yes, in 1101-606102-6051-71299.

File Number: 0072-26

Director/Commissioner: Kristy Stambaugh / Kacy Allen-Bryant



PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT ("Agreement"), made and entered into on the _____ day of _____ 2026 (the "Effective Date"), by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **A CARING PLACE, INC.**, a Kentucky corporation, ("Organization") with offices located at POB 23871, Lexington, Kentucky 40523.

WHEREAS, LFUCG previously entered into a Purchase of Service Agreement with Organization, executed on January 24, 2025 and authorized pursuant to Resolution #011-2025, to conduct a feasibility study regarding the most effective hub structure in Lexington; and

WHEREAS, the feasibility study has been completed and Organization is now expanding the Villages Model in Lexington, Kentucky. This expansion includes conducting a pilot project using data collected from the previous feasibility study to test the program and how services will be delivered to a neighborhood village spoke; and

WHEREAS, LFUCG now wishes to contract with Organization to provide funding for the Villages Model expansion and the pilot project.

WITNESSETH

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

- 1. EFFECTIVE DATE; TERM.** This Agreement shall commence on the Effective Date and shall last for a period of one (1) year unless terminated by LFUCG at an earlier time.
- 2. RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

- a. Exhibit "A" – Scope of Work

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A".

3. SCOPE OF SERVICES. Organization shall perform the services outlined in the attached Exhibit "A" – Scope of Work for LFUCG in a timely, workmanlike and professional manner (the "Services").

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00) for the performance of the Services. Such payment shall be made in one lump sum upon execution of this Agreement. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

c. In any advertisement of the services funded by the funds, whether written or oral communications, Organization agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Organization shall not specifically identify any individual or elected official as being responsible for the funds provided by LFUCG.

5. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

6. REPORTING. Organization shall provide LFUCG with a Midyear Project Update at six (6) months and a Final Report, outlining the project activities, at the conclusion of the Agreement, in the form and manner reasonably specified by LFUCG. Organization

shall also timely provide LFUCG with any other reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INSURANCE; INDEMNITY.

a. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to LFUCG upon request. General Liability (\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit); Commercial Automobile Liability (combined single, \$1 million per occurrence) only if Organization utilizes automobiles in the performance of this Agreement; (if applicable) Professional Liability (\$1 million per occurrence, \$2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability (\$1 million).

b. Organization shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of, or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of Organization or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

c. Organization understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld.

d. Organization further understands and agrees that its obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and

administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

e. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

f. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

9. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

10. ACCESS. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

11. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise. The parties agree that neither is an agent, servant, or employee of the other and each party agrees that it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents. Organization understands that the Organization's employees are not employees of LFUCG and that Organization shall be solely responsible for contracting with, monitoring the work of, the payment and withholding of employment taxes involving, if required by law, and any provision of benefits, to the extent negotiated and/or required by law, to, the Organization's employees.

12. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

13. SEXUAL HARASSMENT. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

14. ANNUAL AUDIT. Organization shall comply with the audit requirements of 2 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at Organization's expense, who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. For any audit performed, including a 2 CFR Part 200 audit, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.

15. INVESTMENT. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

16. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

17. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

18. KENTUCKY LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

19. AMENDMENTS. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges

that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

20. NOTICE. Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

A Caring Place, Inc.
POB 23871
Lexington, Kentucky 40523
Attn: Roxanne Cheney, Chairperson

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Kristina Stambaugh

21. WAIVER. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

22. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

Clerk of the Urban County Council

A CARING PLACE, INC.

BY: _____
ROXANNE CHENEY, CHAIRPERSON

ATTEST:

WITNESS: _____
DATE: _____

EXHIBIT "A"

Lexington/Fayette Urban County Government Addendum for Services

SCOPE OF WORK

Organization shall use the funds provided pursuant to this Agreement for expansion of the Villages Model and village services across Lexington, Kentucky. In performance of this Villages Model expansion, Organization's responsibilities include, but are not limited to, the following:

1. Use of data collected from the feasibility study to create a plan for developing Village hubs (social circles) across Lexington.
2. Lead the pilot testing of social hubs, gathering feedback and making necessary adjustments to optimize their effectiveness. Such pilot testing will be conducted by implementing the data, findings, and recommendations collected from the previous feasibility study
3. Build and maintain relationships with churches, senior centers, and social service agencies to facilitate member referrals and community support.
4. Recruit, train, and support volunteers to assist in various organizational activities and initiatives related to the Village Model expansion.
5. Create fee structure for Villages services.
6. Serve as the fiduciary agent for social hubs, providing guidance and support.

The services of Organization set forth hereabove shall be performed by qualified personnel, which may include but is not limited to an executive director.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0090-26

File ID: 0090-26

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Water Quality

File Created: 01/29/2026

File Name: KWW Memorandum of Agreement

Final Action:

Title: Authorization to approve a Memorandum of Agreement with Watershed Watch in Kentucky, Inc. to engage and coordinate volunteers who will conduct quarterly water quality monitoring for the 2026 calendar year at a cost of \$5,000.00. Funds are budgeted. (L0090-26) (Martin/Albright)

Notes:

Sponsors:

Enactment Date:

Attachments: Blue Sheet Memo KWW, FINAL MOA - KWW_signed, RESO 0090-26 MOA Watershed Works 4916-5736-1804 v.1.docx

Enactment Number:

Deed #:

Hearing Date:

Drafter: Christina King/ Mark Sanders

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0090-26

Title

Authorization to approve a Memorandum of Agreement with Watershed Watch in Kentucky, Inc. to engage and coordinate volunteers who will conduct quarterly water quality monitoring for the 2026 calendar year at a cost of \$5,000.00. Funds are budgeted. (L0090-26) (Martin/Albright)

Summary

Authorization to approve a Memorandum of Agreement with Watershed Watch in Kentucky, Inc. to engage and coordinate volunteers who will conduct quarterly water quality monitoring for the 2026 calendar year at a cost of \$5,000.00. Funds are budgeted. (L0090-26) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes Todd Henning 01/25/26

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-71205

This Fiscal Year Impact: \$5,000.00

Annual Impact: \$

Project: MS4_PM

Activity:

Budget Reference: 2025

Current Balance: \$15,076.00



TO: Mayor Linda Gorton
Urban County Council

FROM: 
Mark Sanders, P.E., Deputy Director
Division of Water Quality

DATE: January 23, 2026

SUBJECT: Memorandum of Agreement with Watershed Watch in Kentucky, Inc.

Request

Request approval of a Memorandum of Agreement with Watershed Watch in Kentucky, Inc. (KWW) to engage and coordinate volunteers who will conduct quarterly water quality monitoring for the 2026 calendar year. The monitoring fulfills a component of LFUCG's monitoring program which is a requirement of the city's Kentucky Pollutant Discharge Elimination System (KDPES) Municipal Separate Storm Sewer System (MS4) Permit.

Purpose of Request

Numerous citizens are keenly interested in the quality of Lexington's creeks and streams and have expressed their desire to participate in collecting the data that is necessary to fulfill the MS4 permit requirements. KWW holds the contact list of volunteers who participate in their monitoring activities and documents the training of the volunteers. The Division of Water Quality desires to engage the volunteers in the monitoring program and can save time and resources by partnering with KWW to execute the volunteer engagement.

What is the cost in this budget year and future budget years?

The cost in FY25 is \$5,000.00.

Are the funds budgeted?

Funds are budgeted: 4052-303204-3373-71205

Director / Commissioner:

Martin / Albright



MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (hereinafter "MOA") is made and entered into as of the 22 day of January, 2026, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Kentucky 40507 (hereinafter "LFUCG") and **Watershed Watch in Kentucky, Inc. DBA Kentucky Watershed Watch**, a Kentucky non-profit organization, with a mailing address of P.O. Box 910174, Lexington, Kentucky, 40591 (hereinafter "KWW").

WITNESSETH:

WHEREAS, LFUCG has developed the LFUCG Municipal Separate Storm Sewer System Water Quality Monitoring Program Quality Assurance Plan (QAP) toward the stated goal of fulfilling MS4 permit requirements, and to expand upon LFUCG's previous efforts; and

WHEREAS, LFUCG's Quality Assurance Plan (QAP) requires data of sufficient quality and resolution to facilitate the identification and remediation of sources of recreational and aquatic habitat impairments to streams within the Urban Services Boundary; and

WHEREAS, LFUCG wishes to engage KWW for services related to the implementation of the Monitoring Program QAP relating to the collection of water chemistry data at stream sites; and

WHEREAS, KWW wishes to provide those services necessary to generate data and conduct monitoring related to the implementation of the Monitoring Program QAP,

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

A. OBJECTIVES

The following objective is stated in the Monitoring Program QAP, and all services performed by KWW pursuant to this MOA shall be in furtherance of and shall promote the objective:

- (1) Perform sampling and *in situ* measurements and recordkeeping of water chemistry results at stream sites.

B. DESCRIPTION OF WORK

KWW will be responsible for fulfilling the need for volunteer participation in carrying out this monitoring program and will engage sufficient numbers of KWW-qualified volunteers or potential samplers to complete the monitoring within sampling periods specified by the Monitoring Program QAP.

All equipment and supplies necessary to complete the training and monitoring will be provided by and maintained by LFUCG. This equipment includes Hanna multiparameter meters for dissolved oxygen (DO), pH, water temperature (TEMP), and specific conductance (COND); Hanna Checker units for chlorine (CHL); tape measures for water depth measurement; sample containers and coolers; and supplies such as ice and reagents.

All work conducted pursuant to this MOA shall be performed in accordance with the detailed description of the work contained in Exhibit A – Description of Work, which is attached hereto and incorporated herein.

C. TASKS PERFORMED

KWW specifically agrees to satisfactorily complete the following tasks, in furtherance of the Monitoring Program QAP, pursuant to this MOA:

1. Identify a Primary Contact for KWW to be responsible for the coordination activities outlined in this agreement and notify LFUCG, in writing, as to the identity of the Primary Contact, including the Primary Contact's contact information.
2. Coordinate and enlist volunteers to attend KWW and LFUCG training workshops.
3. Submit volunteer training records to LFUCG.
4. Participating volunteers shall sign a Volunteer Monitoring Participant Agreement and Volunteer Activity Waiver and Assumption of Risk form. The form will be provided by LFUCG. KWW shall provide original signed forms to LFUCG prior to initiation of field activities.
5. Coordinate participation of certified volunteers in the quarterly sampling of the fifty-one sites for calendar year 2026. Provide LFUCG no less than 48 hours of notice when staff will need to substitute for volunteers when volunteer numbers are projected to be too low to complete the sampling event.

6. Complete and submit all Chain-of-Custody documents and field measurements to LFUCG immediately after the completion of each sampling event.

KWW shall perform and ensure that all duties and services included in the Description of Work (Section B and Exhibit A) and the Tasks Performed (Section C) sections are performed faithfully and satisfactorily at the time, place, and for the duration prescribed herein.

D. PAYMENT

In consideration for the performance of the work described in Section B and Exhibit A of this MOA and upon the satisfactory completion of the tasks identified in Section C of this MOA, LFUCG shall pay KWW the lump sum amount of Five Thousand Dollars (\$5,000.00), as follows:

1. Upon completion of each quarterly sampling event, as set forth in Section C hereinabove, and KWW's continuing satisfactory performance of Tasks 1 through 4 and Task 6, as set forth in Section C hereinabove, LFUCG shall pay KWW twenty-five percent (25%) of the total agreed-upon lump sum amount (\$1,250.00).

E. TERM OF AGREEMENT

This MOA shall remain in effect until KWW has fully complied with the tasks set forth in Section C hereinabove. LFUCG may cancel this agreement at any time upon thirty (30) days written notice to the registered agent of KWW.

F. MISCELLANEOUS PROVISIONS

1. KWW shall familiarize itself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this agreement.
2. Nothing herein shall create an employment relationship, partnership, or joint venture between the parties or between LFUCG and any volunteers provided by KWW. In performing the services hereunder, KWW, its employees, agents, officers, contractors, representatives, and any volunteers provided by KWW shall not be deemed or construed to be employees or agents of LFUCG in any manner whatsoever.
3. KWW agrees to indemnify, defend, and hold harmless LFUCG for all claims and liabilities of whatever nature directly or indirectly arising out of, caused by, or attributable to the performance of this MOA by KWW, its employees, agents, representatives, and volunteers.

4. The parties hereto agree that causes of action between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this agreement.
5. This MOA shall not create a contractual relationship with or right of action in favor of any third party against either LFUCG or KWW.
6. If any term or provision of this MOA shall be found illegal or unenforceable by a court of competent jurisdiction, such term or provision shall be deemed stricken and this MOA shall remain in full force.
7. This MOA shall constitute the entire agreement between the parties and no representations, inducements, promises, or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This MOA shall replace any previous agreement between the parties on the same subject matter. This MOA may only be modified by a writing signed by both parties and with the approval of the Lexington-Fayette Urban County Council.
8. The failure of either party to enforce any right reserved to it in this MOA shall not be a waiver of any such right to which the party is entitled, and a waiver by either party of any breach of any provision of this MOA shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision of this MOA.

EXHIBIT A – DESCRIPTION OF WORK
Water Quality Monitoring Program

Kentucky River Watershed Watch (KWW) volunteers will perform tasks in support of and in compliance with the directives of the LFUCG Municipal Separate Storm Sewer System Water Quality Monitoring Program Quality Assurance Plan (QAP).

In preparation for monitoring, KWW volunteers will need to attend an LFUCG training session on project-specific field equipment and paperwork. This training will be held at the Town Branch Wastewater Treatment Plant (WWTP) Laboratory and will cover project specifics, equipment operation, and performance of a proficiency test. Upon completion of the training, successful participants will be issued a certification.

Water Quality Monitoring will be performed by trained volunteers at fifty-one (51) in-stream sites. Sampling and analysis will be conducted in accordance with approved SOPs and standard methods. Grab samples will be collected as scheduled in advance by LFUCG's MS4 Section Manager regardless of antecedent weather conditions. Dissolved oxygen (DO), pH, temperature (TEMP), and conductivity (COND) measurements will be collected in situ using a multimeter probe. Flow will be estimated by comparing the recorded depth at a staff gage installed at the site to a stage-discharge curve. Samples will be preserved according to method specifications and transported under COC to Town Branch Laboratory for analysis for total suspended solids (TSS), Escherichia coli (E. coli), total phosphorus (TP), dissolved phosphorus (DP), nitrate-N (NO₃-N) + nitrite-N (NO₂-N), total Kjeldahl nitrogen-N (TKN-N), and ammonia-N (NH₃-N). Chlorine will be measured in the field using Hanna Total Chlorine Colorimeters in accordance with manufacturer methodology. Water chemistry results and in situ measurements will be compared to the regulatory and nonregulatory benchmarks listed in the Monitoring Program QAP.

Sampling will occur quarterly on a set day of the week (approximately once every three months), regardless of weather conditions, as follows:

- Sampling will be performed at fifty-one (51) instream sites. Replicate measurements and duplicate samples are to be made in accordance with the Data Quality Objectives listed in the Monitoring Program QAP.
- To accommodate the large number of sites, a Sampling Event may span two or more consecutive days if no rainfall is forecasted or occurs over this time.
- Because of the large number of Sampling Events, if volunteer numbers are projected to be insufficient to complete an event, LFUCG shall be notified not less than 48 hours prior to the event.

- Sampling will only be conducted if flow is present (not dry or pooled). If no flow is present, it will be noted on the Chain-of-Custody.
- If the Town Branch WWTP Laboratory reaches its capacity to perform the analyses, another certified laboratory that reads and signs the Water Quality Monitoring Program QAP may be used.

RESOLUTION NO. _____ – 2026

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF AGREEMENT WITH WATERSHED WATCH IN KENTUCKY, INC., TO COORDINATE VOLUNTEERS FOR WATER QUALITY MONITORING TO FULFILL THE MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT REQUIREMENTS, AT A COST NOT TO EXCEED \$5,000.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Memorandum of Agreement, which is attached hereto and incorporated herein by reference, with Watershed Watch in Kentucky, Inc., to coordinate volunteers for water quality monitoring, to fulfill the Municipal Separate Storm Sewer System Permit requirements, at a cost not to exceed \$5,000.00.

Section 2 – That an amount not to exceed \$5,000.00 be and hereby is approved for payment to Watershed Watch in Kentucky, Inc. from account # 4052-303204-3373-71205, pursuant to the terms of the Memorandum of Agreement.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF THE URBAN COUNTY COUNCIL



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0094-26

File ID: 0094-26

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Parks and Recreation

File Created: 01/29/2026

File Name: 4th of July Agreement with Rozzi's Famous Fireworks

Final Action:

Title: Authorization to execute an agreement with Rozzi's Inc. to furnish and deliver a fireworks display for LFUCG on July 4, 2026, or the postponement date of July 5, 2026. If fired on the postponement date, a fee of ten percent (10%) will be added. Cost for the display on July 4 is \$25,300. Funds are budgeted. (L0094-26) (Conrad/Ford)

Notes:

Sponsors:

Enactment Date:

Attachments: Rozzi Bluesheet Agreement Memo 2026 - Signed, Rozzi's Fireworks Contract 7-4-2026, RES 0094-26 Rozzi Fireworks 4935-6243-2141 v.1.docx

Enactment Number:

Deed #:

Hearing Date:

Drafter: Roger Daman

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0094-26

Title

Authorization to execute an agreement with Rozzi's Inc. to furnish and deliver a fireworks display for LFUCG on July 4, 2026, or the postponement date of July 5, 2026. If fired on the postponement date, a fee of ten percent (10%) will be added. Cost for the display on July 4 is \$25,300. Funds are budgeted. (L0094-26) (Conrad/Ford)

Summary

Authorization to execute an agreement with Rozzi's Inc. to furnish and deliver a fireworks display for LFUCG on July 4, 2026, or the postponement date of July 5, 2026. If fired on the postponement date, a fee of ten percent (10%) will be added. Cost for the display on July 4 is \$25,300. Funds are budgeted. (L0094-26) (Conrad/Ford)

Budgetary Implications: yes

Advance Document Review:

Law: Yes - Gabriel Thatcher - 12/4/2025

Risk Management: No

Fully Budgeted: Yes

Account Number: 1101-707604-7412-71299

This Fiscal Year Impact: \$25,300 (+\$2,530 if postponed)

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance: \$132,200.00



MEMORANDUM

TO: Linda Gorton, Mayor
Sally Hamilton, CAO
Urban County Council Members

FROM: 
Monica Conrad, Director
Division of Parks and Recreation

RE: Agreement with Rozzi's Famous Fireworks

DATE: January 29, 2026

Request:

Why are you requesting?

Department needs this action completed because:

This agreement will allow Rozzi's to furnish and deliver a fireworks display for LFUCG on July 4, 2026 or the postponement date of July 5, 2026. If fired on the postponement date, a fee of ten percent (10%) will be added.

What is the cost in this budget year and future budget years?

The cost for this FY is: \$25,300 (+\$2,530 if postponed)

The cost for future FY is: \$0

Are the funds budgeted? Yes

The funds are budgeted or a budget amendment is in process:

Account number: 1101 707604 7412 71299

File Number: 0094-26

Director/Commissioner: Conrad/Ford



ROZZI INC dba ROZZIS' FAMOUS FIREWORKS
DISPLAY CONTRACT Revised on April 15, 2024

This Agreement entered 1st day of December 2025 by and between **ROZZI INC dba ROZZIS' FAMOUS FIREWORKS**

(Rozzi') or ("Seller") of P.O. Box 5, Loveland, Ohio 45140 and **Lexington Fayette Urban County Government, Lexington, KY** ("Buyer") to be held the 4th day of **July 2026** and given by Buyer, and Buyer desires to hire Rozzi's' to furnish and shoot the fireworks display at such event.

In consideration of the foregoing and of the covenants, terms, and conditions herein contained, the parties agree as follows:

1. Rozzi's' shall furnish and shoot the fireworks display **on July 4th, 2026**, at the location of **RJ Corman Railyard, 133 Buchanan St, Lexington, KY** (Event Site) Rozzi's' agrees to provide experienced operators to set up and fire the fireworks display to comply with regulations outlined in NFPA 1123-2018 edition, ORC §3743.54. OAC 1307;7-7-56 and any local regulations as required by the AHJ.
Please specify a rain out date if applicable: _____
2. Rozzi's' shall obtain all necessary state and local permits as required by law.
3. Rozzi's' shall obtain Public Liability and Property Damage Insurance in an amount of Ten Million Dollars (\$10,000,000.00) and provide Buyer with a Certificate of Insurance showing the amount of insurance in force and naming Rozzi's' as its insured, and Buyer, as an additional insured, and such other parties associated with the event as Buyer may request, and which are approved by Rozzi's' insurance company as the insurer.
4. Rozzi's' shall not be responsible for damages to automobiles or other personal property that is parked or located or placed by others within 1000' distance from the mortars to fire the fireworks display. Buyer shall notify spectators who will be viewing the fireworks display of impending fallout from the fireworks display and the potential damage to spectators' automobiles and property by posting warning signs at the Event Site.
5. Buyer agrees to pay Rozzi's' the sum of **\$25,300.00** for insurance, material, labor, and services rendered in the setup and firing of the fireworks display ("Contract Price"). Payment shall be made as follows: **A deposit of \$ 8855.00 is due upon signing of this contract (of which \$ 5060.00 is nonrefundable) but no later than March 1st, 2026**, the balance of **\$16,445.00** to be paid within 10 days of completion of the fireworks display but no later than July 14,2026.
6. In addition, if applicable, Buyer agrees to pay all onsite fire fees charged by the AHJ.
7. Buyer and Rozzi's' agree that should the fireworks display be canceled due to rain, high winds, or inclement weather, Buyer shall pay to Rozzi's' in addition to the Contract Price sum in paragraph 6 above the following:
 - (A) 10% of the Contract Price if the display equipment is left in place at the Event Site, and the fireworks display is fired the following night. If the fireworks

display is postponed for more than one night, an additional 5% charge would be made for each additional night that the fireworks display is postponed. Should there be a need to require additional security to protect the equipment at the Event Site, all such costs and expenses are to be at the cost and expense of the Buyer and shall be paid to Rozzi's.

(B) Should there be a need to disassemble the display equipment and remove it from the Event Site and reassembled at a subsequent date as agreed upon by the parties, Buyer shall pay Rozzi's' the additional sum of 20% of the Contract Price.

9. Should the event be canceled, and no makeup date set by the parties, the Buyer shall pay Rozzi's' 45% of the Contract Price.

The decision to proceed forward to fire the fireworks display is solely that of Rozzi's,' and it is understood and acknowledged by Buyer that the decision of Rozzi's' not to shoot the fireworks display because of rain, high winds or inclement weather is final and does not constitute a failure of performance by Rozzi's' or a breach of this Agreement.

10. Buyer will designate and secure for Rozzi's' adequate space for the fireworks display as required by the Table of Distances outlined in NFPA 1123-2018 edition and provide all such necessary police protection for the Event Site as required by NFPA 1123-2018 edition, ORC §3743.54; OAC 1307;7-7-56 and any local regulations. Rozzi's' will cooperate with reasonable requests made by the AHJ to make compliance with all safety requirements. Should there be a need to meet requirements beyond those required by statute or administrative regulations or the AHJ, the cost incurred to meet those requirements shall be paid by Buyer.

11. This Agreement shall not be construed to create a partnership between the parties hereto.

12. In the Event of fire, accident, strike, delays, flood, acts of God or other causes beyond the control of the parties, other than those specified in paragraph 7, that would prevent the performance of the fireworks display, the parties hereto release the other from any and all performance obligations herein contained and from any and all damages that result or may result from the inability to perform the fireworks display.

IN WITNESS, WHEREOF, the parties by themselves or their duly authorized corporate officers have executed this

Agreement on the _____ day of _____, 2026.

SELLERS: [REDACTED]

BUYER:

ROZZIS' FAMOUS FIREWORKS

Nancy M Rozzi

name of Buyer)

By _____
It's _____

By: _____
Its: _____

RESOLUTION NO. _____ - 2026

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH ROZZI'S FAMOUS FIREWORKS TO FURNISH AND DELIVER A FIREWORKS DISPLAY ON JULY 4, 2026, OR THE POSTPONEMENT DATE OF JULY 5, 2026, FOR A COST OF \$25,300 WITH AN ADDITIONAL FEE OF TEN PERCENT (10%) IF FIRED ON THE POSTPONEMENT DATE.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the agreement, which is attached hereto and incorporated herein by reference, with Rozzi's Famous Fireworks to furnish and deliver a fireworks display on July 4, 2026, or the postponement date of July 5, 2026.

Section 2 – That an amount of \$25,300, with an additional fee of ten percent (10%) if fired on the postponement date, be and hereby is approved for payment to Rozzi's Famous Fireworks from account # 1101-707604-71299, pursuant to the terms of the agreement.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0094-26:GET:4935-6243-2141, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0098-26

File ID: 0098-26

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Environmental Quality

File Created: 02/02/2026

File Name: Haley Pike Landfill - Ground Lease for Solar Project

Final Action:

Title: Authorization to execute a Ground Lease, pursuant to RFP No. 35-2025 with Social Impact Solar LLC ("SIS"), and a platform entity of Edelen Strategic Ventures LLC, for approximately 357 acres for the development, construction, and operation of a solar photovoltaic project located on the Haley Pike Landfill. Lease revenue estimate for year one is \$30,345. (L0098-26) (Dugas/Albright)

Notes:

Sponsors:

Enactment Date:

Attachments: Bluesheet memo - Signed, Lease - Version 8 Final, Exhibit A - Leased Premises Schematic, Exhibit C - Easements Schematic, Exhibit D - Mineral Rights, Exhibit E RFP #35-2025 Haley Pike Solar Lease, Exhibit E RFP 35-2025 SIS Response

Enactment Number:

Deed #:

Hearing Date:

Drafter: Richard Dugas

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0098-26

Title

Authorization to execute a Ground Lease, pursuant to RFP No. 35-2025 with Social Impact Solar LLC ("SIS"), and a platform entity of Edelen Strategic Ventures LLC, for approximately 357 acres for the development, construction, and operation of a solar photovoltaic project located on the Haley Pike Landfill. Lease revenue estimate for year one is \$30,345. (L0098-26) (Dugas/Albright)

Summary

Authorization to execute a Ground Lease, pursuant to RFP No. 35-2025 with Social Impact Solar LLC ("SIS"), and a platform entity of Edelen Strategic Ventures LLC, for approximately

357 acres for the development, construction, and operation of a solar photovoltaic project located on the Haley Pike Landfill. Lease revenue estimate for year one is \$30,345.

(L0098-26) (Dugas/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Yes, Completed by [E. Thompson, 1/30]}

Risk Management: {No}

Fully Budgeted [select]: N/A

Account Number: 4121-303102-3062-42150

This Fiscal Year Impact: \$30,345 revenue

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:



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

FROM: 
Richard Dugas
ADMINISTRATIVE OFFICER Sr.
ENVIRONMENTAL QUALITY & PUBLIC WORKS

DATE: February 1, 2026

SUBJECT: Haley Pike Landfill Ground Lease with Social Impact Solar (SIS)

Request: Council authorization for the Mayor on behalf of LFUCG sign a Ground Lease with Social Impact Solar LLC (“SIS”), a Kentucky limited liability company and a platform entity of Edelen Strategic Ventures LLC for approximately 357 acres for the development, construction, and operation of a solar photovoltaic project located on the Haley Pike Landfill.

Purpose of Request: Council authorization for the Mayor on behalf of LFUCG sign a Ground Lease allowing for the development, construction, and operation of a solar photovoltaic project to be located on a leased portion of the Haley Pike Landfill (the “Project”). This lease was negotiated with Social Impact Solar LLC (“SIS”) the single respondent to RFP 35-2025. The lease terms require the lessor to establish a Community Benefits Plan to run for the first 15 years of the lease. The initial term of the lease will be 21 years, with two (7) year extensions.

Termination Summary: LFUCG, through the Mayor or Mayor’s designee, terminate this agreement based on the tenant’s actions or inactions that meet any of the multiple conditions set forth in the lease. The tenant may terminate this agreement with (10) days’ written notice, only prior to the Commercial Operation Date.

What is the cost in this budget year and future budget years?

Lease Revenue of \$85/acre year one, with a minimum 1.4% annual escalation.

Year one estimate \$30,345

*Project is estimated to generate a year one Water Quality Management Fee of \$43,618

Are the funds budgeted? N/A

Legal Review: Yes, E. Thompson 1/30

File Number:

Director/Commissioner: Dugas/Albright



GROUND LEASE AGREEMENT

This GROUND LEASE AGREEMENT (this “**Lease**”) is made as of [_____] __, 2026 (the “**Effective Date**”), by and between the **Lexington-Fayette Urban County Government**, a political subdivision of the Commonwealth of Kentucky, whose principal office address is 200 E. Main Street, Lexington, Kentucky 40507, the **Lexington-Fayette Urban County Government Public Facilities Corporation**, a Kentucky nonprofit corporation and agency and instrumentality of the Lexington-Fayette Urban County Government (the Lexington-Fayette Urban County Government and the Lexington Fayette Urban County Government Public Facilities Corporation collectively referred to as “**Landlord**” to the portion of the Leased Premises, as defined below, owned by that entity) and **Social Impact Solar LLC**, a Delaware limited liability company, whose principal place of business is 175 E. Main St., Suite 300, Lexington, KY 40507 (“**Tenant**” “or “**SIS LLC**”). Social Impact Solar LLC is a platform entity of Edelen Strategic Ventures LLC (dba Edelen Renewables); Edelen Renewables is the manager and majority shareholder and holds all voting rights for SIS LLC. Landlord and Tenant are each sometimes referred to in this Lease as a “**Party**,” and together they are sometimes referred to in this Lease as “**Parties**”.

1. Leased Premises.

(a) **Leased Premises.** Upon and subject to the terms and conditions of this Lease, Landlord leases and grants to Tenant and Tenant agrees to and does hereby lease from Landlord that real property and all present and future appurtenances, easements and rights-of-way, rights and benefits related thereon and appurtenant to parcel(s) consisting of approximately 357 acres of land in Fayette County, Kentucky, known and used as the County’s Haley Pike landfill and preliminarily described and depicted on **Exhibit A**¹ attached hereto (the “**Leased Premises**”), to have and to hold the Leased Premises and appurtenant interests to the Tenant for the Term (as defined in **Section 2** hereof). Existing roadways on the landfill shall not be part of the Leased Premises but may be subject to access easements as provided in Section 3(c) to the extent necessary to access the Leased Premises, which may not be blocked or restricted by Tenant at any time. The specific legal description of the Leased Premises

¹ The acreage and legal description of the Leased Premises to be updated upon Tenant’s exercise of the Option and prior to Closing.

shall be delineated by Tenant, at Tenant's expense, in coordination with and with the approval of Landlord; provided that such approval shall not be unreasonably withheld, conditioned or delayed. Upon approval by Landlord, the specific legal description shall replace preliminary Exhibit A for the purposes of this Lease, except as it relates to the mowing and fencing responsibilities of the Tenant described in Section 3(a), below.

(b) **Exclusivity.** Landlord agrees that during the Term of this Lease, Landlord shall not lease, sell or permit the use of any portion of the Haley Pike Landfill Property by any party other than Tenant or its assignees or transferees for the purpose of the development, construction, ownership, operation or maintenance of a solar system. Landlord shall not use any portion of the Leased Premises, except as expressly provided herein and with applicable reservations to Landlord including the right to enter and use the property for periodic monitoring and environmental remedial activities, and for any activity authorized in this Lease or as required by applicable law, to the extent the same (i) does not include solar energy development or use of any facilities related to solar energy development or generation on the Leased Premises, the right to which is exclusively granted to Tenant herein, and (ii) does not affect the amount of sunlight emitted on the Property and solar facilities located thereon.

(c) **Memorandum.** It is agreed that this Lease will not be recorded in any public records. In lieu of recording this Lease for record, the Parties agree that a memorandum of this Lease in the form attached as **Exhibit B** hereto will be filed for record, at Tenant's expense, in the official records of the Fayette County Clerk's office (the "**Memorandum**"), but not until after Tenant has paid its first installment of Construction Period Rent to Landlord, and Landlord has approved the specific legal description referenced in Section 1(a), above. In the event of any conflict between the Memorandum and this Lease, the provisions of this Lease will control.

2. Term.

(a) **Initial Term.** The initial term of this Lease (the "**Initial Term**") shall be for a term which commences on the Effective Date (also known as the "**Lease Commencement Date**") and ends at midnight (prevailing Eastern time), on the twenty-first (21st) anniversary of the Commercial Operation Date, subject to the provision of Section 2(c) below relating to renewals.

(b) **Construction Period; Operating Period.** The “**Construction Period**” shall run from the Effective Date until the earlier of (i) the Commercial Operation Date, or two (2) years from the Effective Date unless extended by a Force Majeure event. Notwithstanding anything to the contrary contained herein, Tenant may terminate this Lease at any time prior to the Commercial Operation Date for any reason or for no reason whatsoever, without penalty, by providing ten (10) business days’ written notice to Landlord prior to the Commercial Operation Date. The “**Commercial Operation Date**” is the date on which Tenant provides Landlord with written notice that the Project has achieved commercial operation. The “**Operating Period**” shall run from the Commercial Operation Date until the end of the Term or earlier termination in accordance with this Lease.

(c) **Renewal Terms.** So long as no uncured Event of Default exists, Tenant may elect to renew this Lease for up to two (2) additional successive seven (7) year terms (each a “**Renewal Term**”) exercisable by notice of such renewal given to Landlord in writing no less than one hundred and twenty (120) days prior to the last day of the Initial Term or the immediately preceding Renewal Term, as applicable. Tenant’s lease of the Leased Premises during any Renewal Term shall be on the same terms and conditions as applicable to this Lease during the immediately preceding term of this Lease.

(d) **Term and Lease Year Defined.** This Lease shall be in effect commencing on the Effective Date. As used herein, “**Term**” means the period of time consisting of the Initial Term, and if timely exercised by Tenant hereunder, any applicable Renewal Term. The term “**Lease Year**” means any twelve (12) month period of time beginning at midnight (prevailing Eastern time) on the Commercial Operation Date or an anniversary of the Commercial Operation Date and ending at midnight (prevailing Eastern time) on the next ensuing anniversary of the Commercial Operation Date.

3. **Tenant’s Use of the Leased Premises.**

(a) **Use by Tenant.** Tenant shall use and occupy the Leased Premises for the following purposes only (each a “**Permitted Use**”): the developing, constructing, placing, owning, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, testing, surveying, inspecting, modifying and/or repairing a solar power generation system (“**Solar**”) and system foundations, poles, towers, inverters, transformers, integrators, all electrical lines and conduits required to receive and transmit electrical energy and such additional

utility lines, cables, conduits, transformers, wires, meters, monitoring equipment, battery energy storage system, and other necessary and convenient equipment and appurtenances common to such a facility (collectively, the “**Project**”). Tenant shall not have the right to trim or remove any tree or vegetation on Leased Premises or any easement without the written approval of Landlord. Landlord may require replacement of lost tree canopy at Tenant’s expense as part of any necessary approval. Tenant shall, at its sole expense, obtain, maintain and comply with all governmental permits, licenses and orders of any kind, affecting construction of Tenant’s Improvements, Tenant’s Operations and use of the Leased Premises and the Decommissioning of Tenant’s Facilities at the end of this Lease or any renewal term. Tenant shall not occupy nor use all or any part of the Leased Premises for any unlawful purpose, and Tenant may not use or occupy all or any part of the Leased Premises for any use other than the Permitted Use without Landlord’s prior written consent which may be withheld in Landlord’s sole discretion. Tenant shall fence the entirety of Area’s E and B, as depicted in preliminary Exhibit A, at its sole expense. Tenant also agrees to mow the non-leased portion of Area B, as depicted in preliminary Exhibit A, at its sole expense.

(b) **Land Use**. In the event that either Landlord or Tenant receives a written notice from a Governmental Authority (defined below) of a proposed change in code, zoning or new zoning of the Leased Premises or any other limitation or modification of the Permitted Use of the Leased Premises as of the Effective Date, it shall promptly provide written notice to the other of said proposition. Landlord and Tenant agree to cooperate with the other in maintaining the land use entitlements applicable to the Project and/or the Leased Premises as of the Effective Date. The term “**Governmental Authority**” or “**Governmental Authorities**” means any federal, State of Kentucky, the Kentucky State Board on Electric Generation and Transmission Siting (“Kentucky Siting Board”), or any department, agency, bureau, planning commission, fire department or other similar type body with jurisdiction over the Project and/or Leased Premises and obtaining authority therefrom or created pursuant to any Applicable Laws (defined below). The term “**Applicable Laws**” means all statutes, ordinances, codes, rules, regulations, orders, directives and requirements of any Governmental Authority, including, without limitation, Environmental Laws (as hereinafter defined), applicable to this Lease, the Leased Premises, Landlord or Tenant in the particular instance, event, circumstance, status or situation in which the term is used (an in the case of Landlord’s ordinances and regulations, not inconsistent with this Lease).

(c) **Easements; Encumbrances; Mineral Rights.**

(i) *Easement Areas.* Landlord hereby grants to Tenant the access Easements and transmission easements described in **Exhibit C**, if any, for a period coterminous with this Lease and may, upon Tenant's request, be memorialized in a separate easement agreement to be negotiated by Landlord and Tenant in good faith and entered into on commercially reasonable terms. Landlord will reasonably assist Tenant in obtaining any necessary access, transmission, or temporary easements required to construct, maintain, or operate the project on property not owned by Landlord. Failure of Tenant to obtain any necessary easements on property not owned by Landlord shall not be considered breach of the Lease by Landlord.

(A) Access Easements are non-exclusive, appurtenant easements to access the Leased Premises and to construct, maintain, reconstruct, and/or repair a road and/or pedestrian access on, over, across and through the Leased Premises and/or any contiguous or adjacent land or other property owned by Landlord or Landlord's affiliate.

(B) Transmission Easements are non-exclusive, appurtenant easements for constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, modifying and/or repairing aboveground electrical transmission or distribution lines and a line or line of poles or towers, together with such wires and cables and communications lines as from time to time are suspended therefrom, and/or underground wires or cables, for the transmission and distribution of electrical energy and/or for communication purposes, and all necessary and proper anchors, support structures, foundations, footings, cross arms and other appliances and fixtures for use in connection with such towers, wires or cables, in each case upon, through, over, across and/or under, as applicable, the Leased Premises and/or any contiguous or adjacent land or other property owned by Landlord or Landlord's affiliate, but only in such locations and manner as do not interfere with other existing users, structures, wires and cables.

(C) Such easement areas, if any, (A) shall not be included in the calculation of the acreage of the Leased Premises, (B) shall not render Landlord's remaining Property that is not under Lease unusable, and (C) no additional Rent shall be paid by Tenant for the use of such easement areas. The Easements, if any, shall run with the Property and the Leased Premises for the term of this Lease. Notwithstanding the fact that

the Easements, if any, are non-exclusive, any current uses of the easement areas by Landlord or any third parties shall not interfere with Tenant's rights granted herein. If Tenant determines in its reasonable discretion that any additional easements across the Property or for the benefit of the Project are necessary to effectuate the purpose and intent of this Lease, Landlord and Tenant shall negotiate in good faith an amendment to this Lease or a separate agreement entered into on commercially reasonable terms. This Section 3(c)(i) shall not require Landlord to provide Easements on property already leased by Landlord to a third party.

(ii) Temporary Easement. Landlord may at their reasonable discretion grant upon request to the Tenant the right, privilege, and non-exclusive easement to be located at a mutually acceptable location on the Property and/or any contiguous or adjacent land or other property owned by Landlord or Landlord's affiliate to be used for temporary (A) storage and staging of tools, materials and equipment; (B) construction laydown; (C) parking of construction crew vehicles and temporary construction trailers, (D) vehicular and pedestrian access and access for rigging and material handling; and (E) construction or installation of other facilities reasonably necessary to construct, erect, install, expand, modify or remove the Project; provided, however, that the quantity of acreage and location of all such temporary easements shall not interfere with Landlord's ongoing landfill operations and obligations, and shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Upon completion of construction of the Tenant Improvements, Tenant shall clean up and restore, at its expense, any area disturbed to its previous condition pre-disturbance. This Section 3(c)(ii) shall not require Landlord to provide temporary easements on property already leased by Landlord to a third party.

(iii) Encumbrances. Tenant shall keep the Property free and clear of any and all mortgages, deeds of trust, mechanic's and materialmen's liens and all other liens, security interests, pledges, conditional sale contracts, claims (legal or equitable), rights of first refusal, options, charges, liabilities, obligations, easements, rights-of-way, limitations, reservations, restrictions and other encumbrances of any kind, including, without limitation, liens or claims arising out of, or alleged to arise out of, the operations or activities of Tenant, or any Tenant Party (as hereinafter defined), on the Property (collectively, "**Encumbrances**"). In the event any such lien or claim is filed against Tenant or the Property by anyone claiming by, through or under

Tenant, Tenant shall cause the same to be released and discharged (whether through payment or through bonding over in accordance with Applicable Laws and in a manner satisfactory to Landlord) from the Property to the satisfaction of Landlord within twenty (20) days of the filing thereof and Tenant shall indemnify, defend and hold Landlord harmless from and against any and all Claims (as hereinafter defined) that Landlord may incur, resulting directly or indirectly, wholly or partly, from the filing of such lien or claim. Those easements described in Exhibit D are hereby excepted from the requirements contained herein, to the extent said easements are located within the Leased Premises.

(iv) Leasehold Mortgages. Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right with Landlord's written consent, which shall not be unreasonably withheld, to encumber by mortgage, deed of trust, or security agreement (the "**Leasehold Mortgage**") Tenant's leasehold estate in the Leased Premises, together with Tenant's rights and interests in all buildings, fixtures, equipment, and other Tenant Improvements (as defined in Section 1111 hereof) situated thereon, and all rents, issues, profits, revenues, and other income to be derived by Tenant therefrom, to secure such loans from time to time made by any Person to Tenant; provided, however, that such Leasehold Mortgage shall in no event (1) encumber Landlord's fee title in the Leased Premises or Landlord's interest under this Lease, or (2) limit or impair Landlord's rights to access and conduct necessary landfill monitoring and remediation activity on its nonleased property and the Leased Premises. In the event that Tenant grants a Leasehold Mortgage, Tenant shall promptly provide Landlord with written notice of the name, address and other contact information of the holder or grantee of such Leasehold Mortgage (the "**Leasehold Mortgage**").

(v) Mineral Rights. Landlord retains and reserves all subsurface oil, methane and natural gas, other minerals and other natural resources in, on, under or that may be produced from the Leased Premises, subject to the surface rights waiver included in this provision (collectively, "**Mineral Rights**").

To the best of Landlord's knowledge, Landlord is the sole owner of the Mineral Rights and Landlord holds good, indefeasible and insurable title to the Mineral Rights and there are no leases or other agreements in effect with respect to the Mineral Rights except as set forth on the attached Exhibit D (a title abstract prepared by

Kentucky attorney familiar with the area, but not warranted by Landlord or the various individual members thereof).

Landlord hereby expressly releases and waives, on behalf of itself and its successors and assigns (and agrees that all future owners and optionees of any rights, title, or interest in or to the Mineral Rights reserved by Landlord or other mineral rights underlying the Leased Premises, shall be subject to and burdened by the following waiver of rights and automatically be deemed to include a contractual waiver by the Landlord or grantee, as applicable) to refrain from any activity during the Lease Term or any Renewal Term beyond existing methane gas venting and capture of same for sale on or under the surface of the Leased Premises for purposes of exploring for, developing, drilling, producing, transporting, or any other purposes incident to the development or production of the Mineral Rights or any use, occupancy or placement of any fixtures, equipment, buildings or other structures upon the Leased Premises related thereto. The foregoing provision shall be a covenant running with the land binding upon any party owning any interest in, or rights to develop or use the Mineral Rights reserved by Landlord during the Term hereof. The parties hereto agree that Tenant reserves the right to specifically enforce this Section 3(c)(v), including by means of injunctive relief, or other relief to cause any owner or holder of Mineral Rights to perform under this Section 3(c)(v).

To the extent Landlord, its predecessor, or any other owner or holder of Mineral Rights has leased or conveyed the Mineral Rights and such leases and conveyances are still in effect, Landlord shall cooperate with Tenant in obtaining a waiver of the surface rights from such Mineral Rights owner or lessee, or other curative documentation (collectively, the “**Mineral Rights Waiver**”).

(d) **Community Benefits Plan Contingency** This lease is contingent on the Tenant establishing and maintaining a Community Benefits Plan for a term of no less than 15 years with Lexington-Fayette Urban County Government or an approved Community-Based Organization. Failure to do so before commencement of the Operating Period shall result in an Event of Default (as defined in Section 18), unless an extension is provided by Landlord at its sole and absolute discretion.

(i) The plan will be funded per annum at a rate of \$125/MWdc. The overall MW DC size of the project (and therefore the applicable multiplier for community benefit funding) shall be calculated at

the final design capacity for the construction period and adjusted as the final built capacity is determined as defined by capacity availability studies by the utility.

4. **Industrial Revenue Bond.** The Tenant will pursue separately an Industrial Revenue Bond via the Economic Development Investment Board and the Urban County Council.

5. **Rent.**

(a) **Rent.**

(i) *Construction Period Rent.* During the Construction Period, Tenant shall pay Landlord rent in the amount of \$85.00 per acre of the Leased Premises per year (the “**Construction Period Rent**”) payable in advance in twelve (12) equal consecutive monthly installments on the fifth (5th) business day of each calendar month of the Construction Period; provided, that (A) the first payment of the Construction Period Rent shall be payable on the Effective Date prorated to the end of the first month of the Construction Period, and (B) the final payment of Construction Rent shall be prorated through the Commercial Operation Date, or such earlier date if the last day of the Construction Period is other than the Commercial Operation Date.

- *Operating Period Rent.* During the Operating Period, Tenant shall pay Landlord rent in the amount of \$85.00 per acre of the Leased Premises per year (the “**Operating Period Rent**”) payable in advance annually or in twelve (12) equal consecutive monthly installments, on the fifth (5th) business day of each calendar month of the Operating Period. If the (i) first day of the Operating Period is other than the first day of the calendar month, and/or (ii) the last day of the Operating Period is other than the last day of the calendar month, in each case, Operating Rent for such calendar month of the Operating Period shall be prorated for the number of days in the Operating Period. Operating Period Rent for each Lease Year will increase by the greater of the two calculations:
 - 101.4% of the immediately preceding Lease Year Rent, or
 - 100% + average percentage change of all Public Service Commission annual Large Qualifying Facility Tariff for the preceding seven (7) year period, as calculated when the next seven-year tariff is applied to the project (i.e., upon publication of a new LQF Tariff)

As an example, if in 2034 a new seven-year LQF tariff is introduced, Tenant will calculate if the new tariff yields an increase greater than an average of 1.4% per year, as opposed to tariff previously in effect. The “current tariff” is defined as the tariff that is in effect at the time that the Power Purchase Agreement is signed.

(b) **Place of Payment of Rent.** Landlord’s Division of Revenue will provide detailed instructions upon execution of the lease for electronic payment processing.

6. Statutory Fees and Assessment based on Tenant improvements and Operations

(a) **Water Quality Management Fee (“WQMF”).** Tenant shall be liable for all required WQMF that may be due as a result of Tenant Improvements and Tenant Operations on the Leased Premises as determined by applicable ordinances, including Sections 16-401 through 16-410. Tenant shall establish a LexServ account for processing payment of the WQMF. Nothing contained herein shall act as a prohibition on the Tenant’s right to appeal as provided in Section 16-407.

(b) **Any other Fee or Assessment based on Tenant improvement or Tenant Operations.** Tenant is solely responsible for any other fees or assessments that result from Tenant improvements or Tenant Operations.

7. Taxes.

(a) **Personal Property Taxes; Other Taxes.** To the extent applicable, Tenant shall be liable for all taxes levied against the Tenant Improvements or personal property and trade fixtures owned or placed by Tenant on the Leased Premises. Tenant shall not be responsible for payment of any municipal, state or federal income, income profits or revenue tax imposed on rent, inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy or any tax related to a change of ownership of the Property.

(b) **Real Estate Taxes.** To the extent applicable, from and after the Lease Commencement Date, Tenant shall pay all real estate taxes and assessments levied upon the Leased Premises when due each year of this Lease to the extent applicable to the actual leased acreage and Tenant Improvements. Tenant shall have the right to initiate proceedings to replat the Leased Premises as a separate parcel to allow the Leased Premises to be separately assessed for real estate tax purposes. Landlord agrees to fully cooperate with Tenant in the replatting

process for the Leased Premises and to execute and deliver any necessary documents or instruments required to effectuate such replatting. The costs of any such replatting shall be paid by Tenant. Tenant shall pay all taxes and assessments directly to the taxing authority as the same become due and payable.

(c) Contest of Taxes. Tenant, at its own cost and expense, may, if it in good faith so desires, contest by appropriate proceedings the amount of any personal or real property tax. Tenant may, if it desires, endeavor at any time or times, by appropriate proceedings, to obtain a reduction in the assessed valuation of the Leased Premises for tax purposes. Tenant shall have the right to contest the amount of any such tax and shall have the right to withhold payment of any such tax, if permitted under the statute under which Tenant is contesting such tax.

(d) Payment of Ordinary Assessments and PILOT. Tenant shall pay all fees and assessments, including any Payments In Lieu of Taxes, and any WQMFs, ordinary and extraordinary, attributable to or against the Leased Premises when due. Tenant may take the benefit of any law allowing assessments to be paid in installments and, in such event, Tenant shall only be liable for such installments of assessments due during the term hereof.

(e) Changes in Method of Taxation. Landlord and Tenant further agree that if at any time during the Term of this Lease, the present method of taxation or assessment of real estate is changed so that the whole or any part of the real estate taxes, assessment or governmental impositions now levied, assessed or imposed on the Leased Premises shall, in lieu thereof, be assessed, levied, or imposed wholly or in part, as a capital levy or otherwise upon the rents reserved herein or any part thereof, or as a tax, corporation franchise tax, assessment, levy or charge, or any part thereof, measured by or based, in whole or in part, upon the Leased Premises or on the rents derived therefrom and imposed upon Landlord, then Tenant shall pay all such taxes, assessments, levies, impositions, or charges.

8. Condition, Utilities, Access and Storage on the Leased Premises.

(a) As Is Condition. Tenant accepts the Leased Premises “AS IS, WITH ALL KNOWN AND DISCLOSED FAULTS” – including actual knowledge that same has been and will continue to be a municipal landfill requiring periodic monitoring and environmental remedial activity – and without any warranty or

representation by Landlord of any kind, including, without limitation, compliance or non-compliance with any Applicable Laws or fitness for any use or purpose. Tenant acknowledges it has been given reasonable access to the Leased Premises to allow it to satisfy itself as to the condition of the Leased Premises. Except as otherwise provided herein, Landlord has no obligation beyond its municipal landfill responsibilities – to repair, replace or maintain any part of the Leased Premises, or to repair, replace or remove debris resulting from storm damage on the Leased Premises or to Tenant’s Improvements or Facilities. Notwithstanding the foregoing, Landlord shall repair and pay for any damage to the Leased Premises caused by the negligence of Landlord or any of its employees, guests, invitees, contractors or agents.

(b) **Utilities.** Tenant shall be solely responsible for the payment of any fees or charges by applicable governmental jurisdictions or utility providers related to its development and use of the Leased Premises. All utilities serving the Leased Premises shall be separately metered or sub-metered and the installation of said meters or sub-meters will be at Tenant’s expense. Tenant shall pay all charges associated with the commencement of utility services at the Leased Premises and ongoing utility usage, as well as arrange for the termination of all utilities at the end of the Term unless otherwise requested in writing by Landlord.

(c) **Electrical Utility Service** The Property currently has electrical utility service access available from both Kentucky Utilities and Clark Energy Cooperative.

(d) **Water Service** The leased property currently does not have water service available. The Haley Pike Landfill site does have a shared limited water supply that can be made available on a cost for consumption basis, at cost. If the existing water service is deemed insufficient to meet the Tenants needs, costs shall be split evenly with the Tenant to upgrade the water service to meet the Tenant’s needs. This is limited to only minimum infrastructure needed to provide service to the nearest point of the leased parcel. Any addition infrastructure needed on the parcel will be at the Tenant’s sole cost.

(e) **Sewer Service** There is no public sanitary sewer service available. Any proposed Sanitary Sewer or Septic System are subject to review and approval by the Landlord and must be constructed and operated according to all applicable statutes and regulations. Temporary or Portable restrooms are permitted and must

comply with all applicable statutes, regulations, and kept in a clean and serviceable condition. Any addition infrastructure, or temporary or portable restrooms, needed on the parcel will be at the Tenant's sole cost.

(f)

9. Insurance.

(a) Tenant shall keep and maintain, or cause to be kept and maintained, a policy or policies of insurance on the Tenant Improvements (as defined in Section 111) against loss or damage by a casualty and against loss or damage by other risks as determined by Tenant in such amounts as determined in Tenant's reasonable discretion or as may otherwise be required by any Leasehold Mortgagee. Notwithstanding the foregoing, Tenant shall maintain all insurance required by Exhibit E, with limits of liability coverage as provided in Exhibit E.

(b) Tenant shall keep and maintain, or cause to be kept and maintained, a policy or policies of commercial general liability insurance insuring Tenant and Landlord and Leasehold Mortgagee as additional insureds, against liability for bodily injury, death and property damage occurring upon or in the Leased Premises or as a result of the presence or operation of the Tenant Improvements, with limits of liability coverage as provided in Exhibit E.

(c) Landlord and Tenant each hereby waives any right of recovery against the other for any loss or damage that is covered or required by this Lease to be covered by any policy of insurance maintained with respect to the Leased Premises, the Tenant Improvements or any operations therein, even though such loss or damage might have been occasioned by the negligence of such Party. Each Party shall cause insurance policies relating to this Lease, the Property, the Leased Premises or the Tenant Improvements to provide that such insurers waive all right of recovery by way of subrogation against the other Party in connection with any claim, loss or damage covered by such policies.

(d) Landlord shall not interfere with Tenant's adjustment to loss under any insurance policy.

(e) This Section 9 shall survive the expiration or earlier termination of this Lease until such time as the applicable statute of limitations for all claims which are covered by the aforementioned insurance expires.

10. Compliance with Laws.

(a) **General Compliance with Laws.** Tenant, at its expense, shall comply with all Applicable Laws relating to Tenant's use of and its operations at the Leased Premises. Tenant shall have the right to contest, by appropriate legal proceedings, in the name of Tenant, the validity or applicability of any Applicable Laws, and Landlord shall, at no cost to Landlord, cooperate reasonably with Tenant in connection with such contest, including, without limitation, signing such affidavits and certifications as may be requested by Tenant and giving testimony at depositions, hearings or trials with respect to such contest. Notwithstanding anything else contained herein to the contrary, Tenant shall comply with all requirements contained in KRS 278.710(3) and any grant of certificate of construction by the Kentucky Siting Board.

(b) **Environmental Law.**

(i) Landlord shall continue to be the owner and operator of the entire Haley Pike landfill, including those areas within the boundaries of the Leased Premises. Landlord shall be solely responsible for all required monitoring, inspection, repairs and other activities relating to existing monitoring wells, outfalls, methane vents, leachate manholes, groundwater and storm/surface water, and other requirements now or hereafter imposed by Applicable Laws or written actions of the Kentucky Division of Waste Management.

(ii) **Background; Closure and Post-Closure Framework.** The Parties acknowledge that portions of the Leased Premises are located on or adjacent to a municipal solid waste landfill (the "Landfill") that is or has been subject to closure and post-closure care and use restrictions, including a final cover/cap system and related methane, leachate, groundwater and storm/surface water management systems (collectively, the "Landfill Systems"). For purposes of this Section 10(b), "Closure/Post-Closure Requirements" means the closure plan, post-closure plan, operation and maintenance requirements, institutional controls, permits, approvals, and written directives issued by any Governmental Authority with jurisdiction over the Landfill, including the Kentucky Division of Waste Management (or its successor), as each may be amended from time to time. Tenant shall design, construct, operate, maintain, and decommission the Project so as to avoid material impairment of

the integrity, stability, and performance of the cap and other Landfill Systems and to avoid interfering with Landlord's performance of the Closure/Post-Closure Requirements.

(iii) **Landlord Environmental Disclosures and Limited Representations.** To the best of Landlord's knowledge, and subject to Section 87 (As Is; no warranty except as expressly stated), Landlord represents and warrants that: (A) Landlord is the owner and operator responsible for the Closure/Post-Closure Requirements for the Landfill, including the monitoring, inspection, maintenance and corrective actions required by applicable permits and approvals; (B) Landlord has provided or will provide Tenant, upon request and to the extent in Landlord's possession and reasonably available, copies of material documents relating to the Closure/Post-Closure Requirements that are necessary for Tenant's reasonable design and construction planning, including available cap design/record drawings, post-closure plans, relevant permits/approvals, and the most recent available monitoring and reporting summaries; (C) Landlord has not received written notice of a material violation of the Closure/Post-Closure Requirements that is specifically attributable to Tenant's activities (if any) on the Leased Premises; and (D) Landlord will not authorize any new landfill-related construction, excavation, or material modification within the Leased Premises that would reasonably be expected to materially interfere with the Project, without first providing Tenant prior written notice and a reasonable opportunity to coordinate sequencing, access, and safety measures. Except as expressly set forth above, Landlord makes no representation or warranty regarding the presence, absence, or extent of Contaminants in, on, or under the Leased Premises.

(iv) **Extension of Landfill monitoring** If Kentucky Division of Waste Management determines that due to the Project and/or Tenants actions an extension of the post closure monitoring period is required. The Tenant shall be solely responsible for the cost of the third-party monitoring for the additional required time and shall pay such cost within thirty (30) days of request by Landlord.

(v) **Landlord Access to Leased Premises and Approval of Location of Tenant's Improvements**. In order for Landlord to fully perform all of its responsibilities as owner and operator the Haley Pike landfill, and in the process, protect Tenant from inconvenience and expense, Landlord has disclosed to Tenant, and Tenant acknowledges that the number and location of all monitoring wells, outfalls, leachate manholes, methane vents, and drains have been disclosed to Tenant, and Tenant will, during the Lease Term and

any renewal term allow Landlord, its employees, contractors or agents free and unfettered access by qualified personnel that meet all required training requirements to enter onto or dwell on the leased property (“Landlord Qualified Personnel”) at all reasonable times to any and all of said locations and area for the purposes of monitoring, inspecting, repairing as part of Landlord’s environmental compliance obligations. Further, Tenant agrees to disclose to Landlord in advance of any construction its proposed location of all solar panel arrays and other physical improvements to assure that Tenant Improvements will not interfere with any of Landlord’s existing environmental monitoring and service areas so identified.

(vi) **Required Training.** Tenant shall be required at its expense to provide all training Tenant may require for entering the Project or Leased Areas that exceeds Landlord’s existing training. Landlord shall inform Tenant of Landlord’s existing training for each Landlord Qualified Personnel whom Landlord desires to enter the Project or Leased Areas. Landlord and Tenant shall cooperate to ensure that Landlord Qualified Personnel receive all Required Training in within a reasonable timeframe. Any additional personal protective equipment required by Tenant shall be provided to Landlord Qualified Personnel at Tenant’s expense.

(vii) **Environmental Responsibility; Landfill-Specific Allocation.** In the event any material Landlord Environmental Disclosure or Limited Representation proves to be incorrect and results in action or expenditure of funds to comply with Applicable Laws or governmental orders, Landlord shall be solely responsible for such performance. Nothing in this Lease transfers Landlord’s regulatory status as owner/operator of the Landfill to Tenant, and nothing in this Lease obligates Tenant to perform Landlord’s Closure/Post-Closure Requirements except to the extent expressly provided herein (including reimbursement obligations for incremental costs caused by Tenant).

(viii) **Tenant Environmental Representations and Covenants.** Tenant represents and warrants that Tenant and the Tenant Parties will: (A) not cause a Discharge of Contaminants at, on, under, or from the Leased Premises; (B) not bring onto the Leased Premises any Contaminants except in commercially reasonable quantities customarily used in the construction, operation, and maintenance of solar facilities (e.g., fuels, lubricants, cleaning agents) and then only in compliance with Applicable Laws, in sealed containers, and with secondary containment where appropriate; (C) implement spill prevention, response, and reporting

procedures consistent with Applicable Laws and good industry practice; and (D) comply with all Environmental Laws to the extent, and only to the extent, triggered by an act or omission of Tenant or any Tenant Party, as set forth in Section 10(b)(viii).

(ix) **Triggered Environmental Law.** Tenant, at its expense, shall comply with all Applicable Laws relating to pollution, protection of the environment or regulating the use, storage, transportation or disposal of Contaminants not already residing in the landfill (hereinafter defined), and including without limitation, those listed in Section 10(b)(xi)(A) below, the regulations promulgated thereunder and any amending and successor legislation and regulations, now or hereafter existing (“**Environmental Laws**”) related to Tenant’s use of the Leased Premises, to the extent, and only to the extent, that the applicability of the Environmental Laws is triggered by an act or omission of Tenant or its affiliates, officers, directors, partners, members, employees, agents, contractors, guests, licensees, sublicensees, invitees or any other party that tenant controls or exercises control over, and their respective successors and assigns (collectively, “**Tenant Parties**”). Tenant, at its expense, shall make all submissions to provide all information to and comply with all requirements of all Governmental Authorities with powers to enforce any Environmental Laws. Notwithstanding anything to the contrary, in no event shall Tenant have any obligation to undertake any environmental investigation or remediation of any Contaminants, unless such Contaminants were Discharged (hereinafter defined) by Tenant or any Tenant Party.

(x) **Notice of Meetings.** Each Party shall be notified of all meetings by a Party or such Party’s representatives with any Governmental Authority relating to an Environmental Laws action against Tenant or the Leased Premises and shall have the right to attend and participate in all such meetings.

(xi) **Interpretation and Definitions.**

(A) **Contaminants.** The term “**Contaminants**” shall include, without limitation, any regulated substance, toxic substance, hazardous substance, hazardous waste, pollution, pollutant or contaminant, as defined or referred to in the Resource Conservation and Recovery Act, as amended from time to time, 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time, 42 U.S.C. § 9601 et seq., the Water Pollution and Control Act, as amended from time to time, 33 U.S.C. § 1251 et seq.; analogous state laws; together with any amendments thereto, regulations

promulgated thereunder and all substitutions thereof, as well as words of similar purport or meaning referred to in any Applicable Laws, including, without limitation, asbestos, polychlorinated biphenyls, urea formaldehyde and petroleum products and petroleum based derivatives. Where a statute, ordinance, code, rule, regulation, order, directive or requirement defines any of these terms more broadly than another, the broader definition shall apply.

(B) **Discharge**. The term “**Discharge**” shall mean the releasing, spilling, leaking, leaching, disposing, pumping, pouring, emitting, emptying or dumping of Contaminants at, into, onto or migrating from or onto the Leased Premises, regardless of whether the result of an intentional or unintentional action or omission.

(c) **Survival**. This Section 10 shall survive the expiration or earlier termination of this Lease and enforcement hereof may be effective in any manner authorized by Applicable Laws.

11. Tenant Improvements and Tenant Personal Property.

(a) **Construction of Tenant Improvements**. Tenant may, but is under no obligation to, install at Tenant’s cost on the Leased Premises the tenant improvements that constitute the Project and related services and equipment. Said services and equipment shall include but not be limited to, photovoltaic modules, racking, trackers, switchgear, wiring, battery energy storage system, and all other material equipment, facilities, and improvements reasonably necessary for the ownership, operation, and maintenance of the Project (collectively, “**Tenant Improvements**”). Tenant agrees to perform all required due diligence in the design and construction of improvements. Tenant understands and agrees that no penetrations are permitted on the capped cells. All improvements on the capped cells but utilize ballast or above grade spread footings. Any damage to or failure of the cap as a result of the Tenant Improvements or activities shall be repaired at the Tenants cost. The Parties agree that the Tenant Improvements are hereby severed by agreement and intention of the Parties and shall be severed from the Property, and shall be considered with respect to the interests of the Parties as the exclusive property of the Tenant or a Leasehold Mortgagee or other Financing Party designated by the Tenant, and, even though attached or affixed to or installed upon the Leased Premises, shall not be considered fixtures or a part of the Property and shall not be subject to the lien of any mortgage or deed of trust heretofore or hereafter placed on the Property by Landlord. Landlord shall be prohibited from entering into a mortgage or encumbering the property in any way

where the Tenant Improvements, Environmental Attributes and/or Tax Benefits (each as defined in Section 11(b) below) are used as collateral. Landlord waives any rights it may have under the laws of any state wherein the Leased Premises are located arising under this Lease or otherwise to any lien upon, or any other interest in, any item constituting part of the Project or any other equipment or other Tenant

(b) Improvements. The Parties further agree that all Environmental Attributes (defined below) and Tax Benefits (defined below) belong solely to Tenant and shall remain the personal property of Tenant and shall not attach to or deemed part of, or fixture to, the Leased Premises. The Project and Tenant Improvements shall at all times retain the legal status of personal property under the law in the State where the Leased Premises is located. “**Environmental Attributes**” mean, without limitation, carbon trading credits, renewable energy credits or certificates, emission reduction credits, emission allowances, green tags, tradable renewable credits or similar products applicable to the Project and the Tenant Improvements. “**Tax Benefits**” mean, without limitation, any accelerated depreciation, installation or production-based incentives, investment tax credits, production tax credits and subsidies applicable to the Project and the Tenant Improvements.

(c) Permitted Uses. The Tenant Improvements shall, at all times, be used for the Permitted Use, and for no other purposes.

(d) Maintenance. Tenant, at its sole costs and expense, shall operate and maintain the Project and the Tenant Improvements throughout the Term, including without limitation, making all necessary repairs and replacements to the Project and the Tenant Improvements, as determined by Tenant in its reasonable discretion. Tenant shall have the right, but not the obligation, at any time and from time to time during the Term, at its expense and pursuant to Sections 1111(e) and (g), to (i) make additions, changes, alterations, or improvements, structural or otherwise, to the Project and the Tenant Improvements; and (ii) demolish and remove the Project or any other Tenant Improvements hereafter located on the Leased Premises.

(e) Alterations. Tenant may, at any time and from time to time, at its sole cost and expense and without obtaining the consent or approval of Landlord, except as necessary pursuant to existing federal, state, or local laws, construct the Project and the Tenant Improvements, and make changes, alterations or modifications to the Project and the Tenant improvements (collectively, “**Alterations**”) including, but not limited to demolition,

removal and/or reconstruction of the Tenant Improvements, or any part thereof; provided, however, that such Alterations shall comply with all Applicable Laws.

(f) **Land Management Plan.** Prior to initiation of construction the Tenant shall provide a Land Management Plan that includes at a minimum the following: Documentation of baseline site conditions, design development plans, landscape disturbance plan (if applicable), erosion control plan, and vegetation management plan. The plan shall cover construction and operation periods and be updated every five (5) years.

(g) **Performance and Decommissioning Bonds.** Tenant has posted a Seven Hundred Fifty Thousand Dollar (\$750,000.00) Performance Bond, which shall remain in effect during all terms of the Lease. Additionally, Tenant shall post a Decommissioning Bond in the amount as potentially advised by Kentucky Public Service Commission, Kentucky Energy and Environment Cabinet and/or the Kentucky Siting Board and **as agreed upon between Tenant and LFUCG**, prior to initiation of any construction activities. Any Decommissioning Bond or security shall not be released until Restoration of the Leased Premises is satisfactorily completed, as evidenced by either Landlord's written acceptance or a certificate of completion by a civil engineer. This subsection shall survive the expiration or earlier termination of this Lease.

(h) **Removal of Tenant Improvements and Personal Property.** Tenant at its sole expense shall remove, within twelve months following the expiration of the Term or the earlier termination of this Lease (such twelve-month period being referred to herein as the "**Decommissioning Period**"), and after thirty-five (35) days written notice to Landlord, any or all of the Tenant Improvements above 3' below grade, as mutually agreed. Tenant will honor any request by the Landlord to reappropriate any equipment or improvements that the Landlord expresses interest in owning at the end of the lease. Landlord may within thirty (30) days after Tenant's notice request that nonproprietary ordinary improvements to the Leased Premises such as interior roads, driveway aprons, bridges, fences, gates, poles and power lines – i.e., not incorporating any proprietary information or technology owned by or licensed to Tenant – be left and remain in place as to which Tenant's consent shall not be unreasonably withheld. Tenant shall repair any damage, infill the Leased Premises and otherwise restore the Leased Premises at Tenant's sole cost to the reasonably similar condition that existed as of the Lease Commencement Date. Any Tenant Improvements left on the Leased Premises pursuant to this section shall automatically become Landlord's

property on an AS-IS, no warranty basis without cost to Landlord. All unattached and moveable partitions, trade fixtures, moveable equipment or furniture located in the Leased Premises and acquired by or for the account of Tenant, which can be removed without structural damage to the Tenant Improvements, any electronic, phone and data cabling in the Leased Premises, and all personality brought into the Leased Premises by Tenant (collectively, “**Tenant Personal Property**”) shall be owned and insured by Tenant and shall be removed by Tenant within one hundred and twenty (120) days following the expiration of the Term or the earlier termination of this Lease. This subsection shall survive the expiration or earlier termination of this Lease.

12. Fire and Other Casualty Affecting the Leased Premises.

(a) **Notice of Casualty by Tenant.** If the Tenant Improvements are damaged or destroyed by any peril, including, but not limited to, fire, windstorm or any other casualty (each such occurrence, a “**Casualty**”), at any time, whether or not covered by the insurance provided by Landlord or Tenant under this Lease, Tenant shall give prompt notice thereof to Landlord, and this Lease shall continue in full force and effect unless otherwise provided in this Lease.

(b) **No Restoration by Landlord; No Tenant Right to Landlord Insurance Proceeds.** If during the Term any Casualty occurs that damages the Leased Premises, Landlord shall not be required to rebuild any Tenant Improvements or make any repairs or replacements of any nature or description to the Tenant Improvements or the Leased Premises. The Rent payable hereunder shall be reduced during any period of casualty damage, restoration, rebuilding, repairs or replacements of any kind, in proportion to the value of the Tenant Improvements which have been damaged by the Casualty to the value of the Project. Landlord shall have no right to any Casualty insurance proceeds payable to Tenant to restore the Leased Premises (or for any other purpose), and, for the avoidance of doubt, Landlord shall not be responsible for any deficiency if Casualty proceeds payable to Tenant are insufficient to restore the Tenant Improvements.

(c) **Right to Terminate.** Notwithstanding anything contained in this Section 1212 to the contrary, if, at any point during the Term as reasonably determined by Tenant, (i) all or a substantial part of the Tenant Improvements are rendered unusable by a Casualty or (ii) restoration of the Tenant Improvements substantially to the prior use and character of said Tenant Improvements is made uneconomic or is prohibited by

Applicable Laws, then Tenant may elect to terminate this Lease by giving a written notice to Landlord not later than ninety (90) days following the Casualty that caused said damage and, upon Tenant's election, to terminate the Lease, subject to payment of Rent [or as adjusted under Section 1212(b)] through the termination date. The Term shall expire on the ninetieth (90th) day after notice of such election, and Tenant shall vacate the Leased Premises and surrender the same to Landlord subject to and in accordance with provisions of this Lease applicable upon expiration of the Term or the earlier termination of this Lease. Early termination by Tenant shall not entitle Tenant to refund of any Partial Prepayment of Rent. Tenant shall have no right to early termination of the Lease under this Section 1212(c) for reasons unrelated to a Casualty.

13. Assignment. This Lease may not be assigned, in whole or in part, by Tenant, except with the prior written consent of Landlord, which may be provided in Landlord's absolute discretion; conditioned or delayed; provided, that Tenant shall, upon written notice to Landlord, have the unrestricted right to assign this Lease without Landlord's consent to (i) an affiliate of Tenant, (ii) an affiliate of Tenant's Project development partner or investor, (iii) a transferee of equal or better creditworthiness as Tenant, as determined by Landlord, or (iv) to a previously identified Leasehold Mortgagee, lender, tax equity partner, sponsor equity provider, or other financial counterparty ("**Financing Party**") as collateral security, or any successor by means of foreclosure, deed in lieu of foreclosure, purchase by Leasehold Mortgagee or in connection with a subsequent transfer by Leasehold Mortgagee, (v) any entity engaged in a joint venture, partnership or similar arrangement with Tenant or any affiliated party, or (vi) to a successor entity in a merger or acquisition transaction. Except in the case of any collateral assignment of this Lease by Tenant to any Financing Party, any assignment by Tenant shall relieve Tenant of all future performance, liabilities, and obligations of Tenant under this Lease; provided, that the assignee assumes all of the obligations of Tenant under this Lease. Landlord may not assign this Lease, or convey, assign or otherwise transfer its right, title or interest in, to or with respect to the Property or the Leased Premises, in whole or in part, without the prior written consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed.

14. Signs. Tenant shall have the right to place and maintain signs identifying the Leased Premises as occupied by Tenant and directional and informative signage concerning the Leased Premises and its features, characteristics and conditions. All signs of Tenant at the Leased Premises shall conform with Applicable Laws.

Tenant may remove or relocate any or all of Tenant's signs during the Term. Tenant shall remove all of Tenant's signs, at its sole cost, upon the expiration of the Term or earlier termination of Tenant's possession of the Leased Premises.

15. Force Majeure. The performance by a Party of its obligations hereunder shall be suspended, and no rights to indemnification shall arise, if and for so long as such performance has been prevented by an event or circumstance beyond the reasonable control of such Party ("**Force Majeure**") including, without limitation: fire, storm, flood, act of God, war, earthquake, explosion, sabotage, epidemic, quarantine restrictions, embargo, supply chain disruptions and delays, construction disruptions and delays, expropriation, strikes or other labor trouble, compliance with law, failure of the usual means of production (including, without limitation, equipment failure and facility siting requirements) or of transportation, shortage of labor, raw materials, utilities, fuel and/or energy, or delay or failure by Tenant to obtain or maintain required approval to interconnect to the transmission grid, any rule, regulation, tariff or protocol of any interconnection or transmission service provider, the Public Utilities Commission of the State where the Leased Premises is located, Federal Energy Regulatory Commission or similar agency or entity affecting Tenant's ability to accept delivery of, store and transmit and distribute electricity through the transmission grid, or the inability, delay or failure by Tenant for any reason to maintain the Power Purchase Agreement ("PPA") between Tenant and its PPA Offtaker (the utility) which affects or impacts Tenant's PPA Offtaker's ability or responsibility to purchase and pay for the energy distributed through the transmission grid, or the termination or expiration of the PPA. Neither Party shall be required to submit to the demands of labor if in its sole decision it determines that submission to such demands is not in its interest. Actions of labor unions (including, but not limited to, strikes and slowdowns) which cause performance by a Party to be prevented or delayed shall always be considered a Force Majeure event, regardless of cause and regardless of when the cause arose. Upon the occurrence and continuance of a Force Majeure event for a continuous period of one hundred and twenty (120) days or more, either Party shall have the right to terminate this Lease.

16. Subordination. Landlord represents and covenants that the Leased Premises are not subject to or subordinate to (i) any mortgage, deed of trust, trust indenture, assignment of leases or rents or both, or other instrument evidencing a security interest, lien or encumbrance which may now or hereafter affect any portion of the

Leased Premises, or be created as security for the repayment of any loan or any advance made pursuant to such an instrument or in connection with any sale-leaseback or other form of financing transaction and all renewals, extensions, supplements, consolidations, and other amendments, modifications and replacements of any of the foregoing instruments (each such instrument a “**Lien**”), nor (ii) any ground lease or underlying lease of the Leased Premises or any portion of the Leased Premises whether presently or hereafter existing and all renewals, extensions, supplements, amendments, modifications and replacements of any of such leases (each such lease a “**Superior Lease**”), except to the extent that Tenant has received a subordination and non-disturbance agreement (“**SNDA**”) as set forth below with respect to a Lien or Superior Lease. As a condition to Tenant’s obligations under this Lease, Landlord shall secure from the lienholder under any Lien or tenant under any Superior Lease (“**Third Party Lienholder**”) (whether the Lien or Superior Lease was entered into before or after the Effective Date) an SNDA in recordable form and otherwise in form and substance reasonably acceptable to Tenant and any Financing Party and for Tenant’s benefit whereby the Third Party Lienholder or tenant under any Superior Lease agrees not to disturb Tenant’s possession of the Leased Premises provided that no Event of Default (as defined in Section 1818) exists by Tenant. Such SNDA shall be recorded in the official records of the county where the Leased Premises are located.

17. Condemnation.

(a) **Substantial Taking.** If a portion of the Leased Premises is taken so that ingress to and egress from the Leased Premises or if parking for the Leased Premises is materially and adversely reduced or altered, or any substantial portion of the Leased Premises is taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, such that Tenant’s Permitted Use of the Leased Premises or Tenant Improvements are materially and adversely affected in the reasonable commercial judgment of the Tenant (“**Substantial Taking**”), this Lease shall, at the election of the Tenant and upon written notice to Landlord, terminate without penalty, and the Rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of the Leased Premises occurs at the end of the month in which Tenant gives its written notice of termination. In the event Tenant does not elect to terminate this Lease in the event of a Substantial Taking, this Lease shall terminate as to the portion of the Leased Premises so taken as of the date of the physical taking of the Leased Premises occurred and shall remain in effect

with respect to the remaining portion of the Leased Premises, and the Rent shall be reduced effective as of the date of the physical taking of the Leased Premises occurred proportionately to the reduction of acreage of the Leased Premises.

(b) **Partial Taking.** If less than a Substantial Taking has occurred for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, Tenant shall have the option to either (i) terminate the Lease without penalty if Tenant in its sole and absolute discretion determines that such partial taking renders the Leased Premises no longer suitable for Tenant's intended use, or (ii) continue under the Lease with respect to the remaining portion of the Leased Premises not taken, but only to the extent that such partial taking does not materially interfere or hamper Tenant's ability to conduct its business or operate the Project on the Leased Premises, in which case the Rent payable hereunder during the unexpired portion of the Term shall be reduced effective as of the date of the physical taking of the Leased Premises occurred proportionately to the reduction of acreage of the Leased Premises.

(c) **Right to Proceeds.** Subject to the rights of any Leasehold Mortgagee to participate in any condemnation award, in the event of any such taking or private purchase in lieu thereof, Landlord and Tenant shall each be entitled to receive and retain such portion of the net proceeds of any award as may be allocated to their respective interests as specified in any condemnation proceeding, or, if not so specified, in proportion to the fair value of Landlord's and Tenant's respective interests in the Lease and the Leased Premises; provided, to the extent the net proceeds of any condemnation are attributable to Tenant Improvements, such proceeds shall be paid solely to Tenant with Landlord receiving any proceeds attributable solely to the residual value of the fee estate of the Leased Premises. Tenant may pursue any claim for relocation or removal of its Tenant Improvements against the condemning authority separately.

18. Default by Tenant and Landlord's Remedies.

(a) **Event of Default.** If any one or more of the following events shall occur and be continuing beyond the period set forth in any default notice provided to be given, then an "Event of Default" by Tenant shall have occurred under this Lease:

(i) **Non-Payment.** Tenant fails to pay any installment of Rent as the same becomes due and payable, and such failure continues for twenty (20) business days after written notice of such failure from Landlord has been received by Tenant; or

(ii) **Non-Performance.** Tenant fails to comply with any of the other material terms, covenants, conditions or obligations of this Lease, other than the payment of Rent, and such failure continues for sixty (60) days after Tenant receives written notice from Landlord specifying the failure. If such failure cannot, in the reasonable discretion of Landlord, be remedied by Tenant with due diligence within sixty (60) days, Tenant shall, in good faith, commence within said sixty (60) day period action to remedy such failure and continue diligently and continuously thereafter to prosecute the same to completion, provided completion occurs within one hundred and twenty (120) days of commencement, subject to extensions as provided in writing by Landlord in its reasonable discretion.

(iii) **Transfer of the Lease.** Tenant transfers the Lease in violation of the terms and conditions in the Lease.

(b) **Right to Terminate the Lease; Remedies.** Upon occurrence and continuance of an Event of Default by Tenant that is not cured prior to the expiration of all applicable notice and cure periods, Landlord may, at Landlord's option and after giving Tenant not less than thirty (30) days' prior written notice, (i) terminate the Lease at the expiration of said thirty (30) day period, at which time Tenant shall quit and surrender possession of the Leased Premises; provided, however, Tenant shall remain liable to Landlord for all Rent that has accrued and remains unpaid up to the date of such termination, and (ii) pursue all other remedies Landlord has at law or in equity. Landlord shall retain any Partial Prepayment of Rent free of setoff or claim for refund by Tenant if Tenant commits the first Default causing termination. For the avoidance of doubt, if Landlord breaches the Lease hereunder, Tenant shall be entitled to credit for any unearned Partial Prepayment of Rent, measured by Section 1(a)●o and Tenant shall owe no more Rent after the date of Landlord's breach, as identified in written notice by Tenant.

(c) **Right to Re-Enter.** Upon occurrence of an Event of Default by Tenant and as an alternative to pursuing the remedies set out in Section 1818(b) above, Landlord shall have the right to seek and

obtain possession of the Leased Premises without terminating this Lease, by re-entry pursuant to legal or equitable actions or proceedings or other lawful means. Upon regaining possession of the Leased Premises, Landlord shall have the right, without the obligation, to make reasonable renovations, alterations and repairs to the Leased Premises required to restore the Leased Premises as Landlord may deem fit. Landlord shall have the obligation to use reasonable efforts to re-let the Leased Premises in mitigation of Landlord's damages, which re-letting may be for a term or terms longer or shorter than the full remaining Term. Landlord may grant reasonable concessions in the re-letting to a new tenant, without affecting the liability of Tenant under this Lease. All sums received by Landlord from said re-letting shall be applied to reduce Tenant's obligations to Landlord under this Lease.

(d) **Leasehold Mortgagee Provisions**. Tenant shall have the right to encumber by mortgage, deed of trust, or security agreement (the "**Leasehold Mortgage**") Tenant's leasehold estate in the Leased Premises, together with Tenant's rights and interests in all Easements, buildings, fixtures, equipment, and other tenant improvements situated thereon, and all rents, issues, profits, revenues, and other income to be derived by Tenant therefrom, to secure such loans from time to time made by any Person to Tenant; provided, however, that such Leasehold Mortgage shall in no event encumber Landlord's fee title in the Leased Premises or Landlord's interest under the Ground Lease. In the event that Tenant grants a Leasehold Mortgage, Tenant shall promptly provide Landlord with written notice of the name, address and other contact information of the holder or grantee of such Leasehold Mortgage (the "**Leasehold Mortgagee**"). If Tenant enters into a Leasehold Mortgage with Landlord's consent, Landlord thereafter shall give to any Leasehold Mortgagee, at the address of such Leasehold Mortgagee set forth in the notice mentioned in Section 3(c)(iv), a written copy of each notice of (i) default by Tenant of any of its obligations under this Lease ("**Default**"), (ii) termination of this Lease, and (iii) renewal of the Term, and any other materials notices delivered under this Lease, at the same time as, and whenever, any such notice shall be given to Tenant, and no such notice shall be deemed to have been duly given to Tenant unless and until a copy thereof shall have been so given to each such Leasehold Mortgagee. Each Leasehold Mortgagee (A) shall thereupon have a period of thirty (30) days from the date of notice in the case of a monetary Default and sixty (60) days from the date of notice (or such longer period of time as may be reasonably necessary under the circumstances if commencement to cure occurs within sixty (60) days from the date of notice, up to one hundred and twenty (120)

days, subject to extensions provided by the Landlord) in the case of any non-monetary Default, after notice of such Default or termination is given to the Leasehold Mortgagee, for curing the Default, or causing the same to be cured by Tenant or otherwise, and (B) shall, within such period and otherwise as herein provided, have the right to cure such Default, or to cause the same to be cured by Tenant or otherwise. Landlord shall accept performance by a Leasehold Mortgagee or Tenant of any covenant, condition, or agreement on Tenant's part to be performed hereunder with the same force and effect as though performed by Tenant. Leasehold Mortgagee shall have the right to exercise any renewal option available to Tenant in this Lease if not exercised by Tenant.

(e) **New Lease for Leasehold Mortgagee**. If this Lease terminates because of Tenant's default or if the leasehold estate is foreclosed, or if this Lease is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, Landlord shall, upon written request from any Leasehold Mortgagee within ninety (90) days after such event, enter a new lease agreement for the Leased Premises, on the following terms and conditions: (A) the term of the new lease agreement shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the Term of this Lease, at the same fees and payments and subject to the same terms and conditions as set forth in this Lease; (B) at the option of the Leasehold Mortgagee, the new lease agreement may be executed by a designee of such Leasehold Mortgagee without the Leasehold Mortgagee assuming the burdens and obligations of Tenant thereunder; (C) the Leased Premises may be used only for purposes consistent Section 3(a); and (D) the provisions of this Section 1818(e) shall survive the termination, rejection or disaffirmance of this Lease and shall continue in full force and effect thereafter to the same extent as if this Section were a separate and independent contract made by Landlord, Tenant and such Leasehold Mortgagee, and, from the effective date of such termination, rejection or disaffirmance of this Lease to the date of execution and delivery of such new lease agreement, such Leasehold Mortgagee may use and enjoy said Leased Premises without hindrance by Landlord or any person claiming by, through or under Landlord, provided that all of the conditions for a new lease agreement as set forth herein are complied with. In no event shall Leasehold Mortgagee be subject to any liability as the assignee of Tenant's interest in the Lease or the Leased Premises except with respect to the period during which the Leasehold Mortgagee is the tenant after foreclosure or equivalent.

(f) **Third Party Beneficiary, No Modifications.** Each Leasehold Mortgagee is and shall be an express third-party beneficiary of the provisions of Sections 1818(d), (e), (f), (g) and (h) and shall be entitled to compel the performance of the obligations of Landlord under this Lease. Notwithstanding any provision of this Lease to the contrary, the Parties agree that so long as there exists an unpaid Leasehold Mortgage, this Lease shall not be modified or amended, and Landlord shall not accept a surrender of the Leased Premises or any part thereof or a cancellation or release of this Lease from Tenant prior to expiration of the Term, without the prior written consent of each Leasehold Mortgagee. This provision is for the express benefit of and shall be enforceable by each Leasehold Mortgagee.

(g) **No Merger.** Unless Leasehold Mortgagee shall otherwise in writing consent, the fee title to the Property and the leasehold estate in the Leased Premises, shall not merge but shall always be kept separate and distinct, notwithstanding the union of said estates, either in Landlord or in Tenant, or in a third party, by purchase or otherwise.

(h) **Bankruptcy Provisions regarding Leasehold Estate.**

(1) Tenant shall not, in any event, including the bankruptcy, reorganization or insolvency of Tenant or Landlord, (i) surrender its leasehold estate, or any portion thereof, nor terminate, cancel or acquiesce in the rejection of this Lease; (ii) consent or fail to object to any attempt by Landlord to sell or transfer its interest in the Leased Premises free and clear of this Lease; or (iii) modify, change, supplement, alter or amend this Lease in any respect, either orally or in writing. Except for any unearned Partial Prepayment of Rent, measured by Section 1(a) of this Lease, Tenant shall not seek refund or clawback from Landlord in any bankruptcy or receivership of any portion of Partial Prepayment of Rent. Tenant does hereby expressly release, assign, relinquish and surrender unto Leasehold Mortgagee all its right, power and authority to terminate, cancel, acquiesce in the rejection of, consent or object to any attempted transfer of Landlord's interest in the Leased Premises free and clear of this Lease, or modify, change, supplement, alter or amend this Lease in any respect, either orally or in writing, at any time, including in the event of the bankruptcy, reorganization or insolvency of Tenant or Landlord, and any attempt on the part of Tenant to exercise any such right without the consent of Leasehold Mortgagee shall be null and void.

(2) In the event this Lease is rejected by Landlord, as debtor in possession, or by a trustee for Landlord, pursuant to Section 365 of the Bankruptcy Code, Tenant shall not exercise its right to elect under Section 365(h)(1) of the Bankruptcy Code to terminate or treat this Lease as terminated without the express consent and direction of the Leasehold Mortgagee. Any such election made shall be null and void.

(3) In the event Landlord, as debtor in possession, or by a trustee for Owner, attempts to transfer its interest in the Leased Premises free and clear of the Lease pursuant to Section 363 of the Bankruptcy Code, Tenant shall not consent, acquiesce or fail to object to such attempted transfer. Any such consent, acquiescence or failure to object made shall be null and void.

19. Landlord Default. Landlord's failure to perform any of its duties or obligations under this Lease for a period of sixty (60) days after written notice from Tenant to Landlord specifying such failure in detail shall be deemed an event of default by Landlord hereunder. If such failure cannot with due diligence be remedied by Landlord within sixty (60) days, Landlord shall, in good faith, commence within said sixty (60) day period action to remedy such failure and continue diligently and continuously thereafter to prosecute the same to completion. Upon the occurrence and continuance of an event of default past any applicable notice and cure periods by Landlord, Tenant may, at its option, without waiving any claim for damages for breach of agreement, (i) at any time thereafter cure such default for the account of Landlord and any amount paid or any contractual liability incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord and Landlord shall reimburse Tenant therefor and save Tenant harmless therefrom, and (ii) pursue any right or remedy now or hereafter available to Tenant at law, in equity and/or under this Lease, including the remedy of specific performance. If Landlord fails to reimburse Tenant upon demand for any amount paid or liability incurred for the account of Landlord hereunder, said amount or liability may be deducted by Tenant from the next or any succeeding payments of Rent due hereunder. In addition to any remedies Tenant may have, Tenant shall be entitled to injunctive relief.

20. Notices. All notices, consents, demands, communications or approvals required or permitted by this Lease shall be in writing and shall be delivered personally or delivered by certified mail, return receipt requested, addressed as follows:

If to Landlord:

Name: Lexington Fayette Urban County Government
(a) Department of Law
(b) Department of Environmental Quality and Public Works
Address: 200 E. Main Street
Lexington, KY 40507

With copy to: M. Todd Osterloh
Sturgill, Turner, Barker & Moloney, PLLC
333 W. Vine Street, Suite 1500
Lexington, KY 40507

If to Tenant:

Name: Social Impact Solar LLC

Attn: Adam Edelen
Address: 175 E. Main St., Suite 300
Lexington, KY 40508

With copy to: Kenneth J. Gish, Jr.
Stites & Harbison, PLLC
250 West Main Street, Suite 2300

Lexington, KY 40507

Landlord and Tenant may, by notice given in the same manner set forth above, designate a different address to which subsequent notices shall be sent. Notice shall be deemed given when delivered, if delivered personally or by reputable overnight delivery service that provides proof of delivery, or if sent by certified mail, return receipt request on the date of the receipt.

21. Broker. Tenant and Landlord each represents and warrants to the other that no real estate broker was instrumental in effecting this Lease. To the extent permitted by law, and without waiving the defense of sovereign immunity, EACH PARTY SHALL INDEMNIFY AND DEFEND THE OTHER PARTY FROM THE CLAIM OF ANY BROKER FOR A COMMISSION OR FEE ON ACCOUNT OF THIS LEASE THAT ARISES BY, THROUGH OR UNDER SUCH PARTY.

22. Quiet Enjoyment. Landlord covenants that Tenant, on paying the Rent and performing and observing all of the covenants and agreements herein contained and provided to be performed by Tenant, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Leased Premises for the entire Term, and may

exercise all of its rights hereunder, subject only to the provisions of this Lease and all Applicable Laws; and Landlord agrees to warrant and forever defend Tenant's right to such occupancy, use, and enjoyment and the title to the Leased Premises against the claims of any of those persons whomsoever lawfully claim the same, or any part thereof by through or under Landlord, and subject to the terms and provisions of this Lease and all Applicable Laws. Further, Landlord covenants that as long as Tenant pays the Rent and performs and observes all of the covenants and agreements herein contained and provided to be performed by Tenant, Landlord will not interfere with the use and enjoyment of the Leased Premises and the operation of Tenant's businesses in, on, above, below or about the Leased Premises during the Term. In no event shall Landlord permit or suffer to exist any tax lien or other encumbrance on or against the Project or Tenant Improvements without Tenant's prior written consent, which may be withheld by Tenant in its sole and absolute discretion. Landlord shall pay when due all of its obligations secured by a mortgage, deed of trust or other security instrument on its fee interest in the Property. Upon either Party's discovery of any such lien or failure to pay any secured obligations, such Party shall (a) promptly give written notice thereof to the other Party, and (b) Landlord shall cause (i) the same to be discharged of record or paid or shall deliver to Tenant appropriate security for payment within thirty (30) days after Landlord receives notice of delinquency or filing of same, either by payment, deposit or bond. If Landlord fails to discharge any such lien or make such payment within such period, or to pay any taxes or assessments on the Property or Leased Premises, then, in addition to any other rights or remedy hereunder, Tenant may, but shall not be obligated to, make the payment or procure the discharge of the same. Any amounts so paid or discharged by Tenant and all costs and other expenses related thereto including reasonable attorneys' fees in defending any such action or in procuring the discharge of such lien, shall be payable by Landlord to Tenant upon demand or may be deducted from the amounts owed to Landlord under this Lease. Nothing contained in this Section 22 shall be construed as requiring the Landlord to pay any tax liens or mortgages, deed of trust, or other security instrument created, in whole or in part, by the actions of the Tenant.

23. Landlord's Representations Warranties and Covenants. Subject to the limitations provided in Section 8, Landlord hereby represents, warrants and covenants to Tenant as of the Effective Date (a) to give Tenant possession of the Leased Premises free and clear of all tenants and occupants and Landlord's personal property and equipment; (b) that there are no pending Superior Leases, mortgages or liens that affect the Leased Premises that

have not been subordinated to this Lease in a form reasonably acceptable to Tenant; (c) that there are no pending or threatened claims, actions or suits affecting the Property, the Leased Premises or any portion thereof; (d) there is no threatened or pending eminent domain or condemnation proceeding in respect of the Property, the Leased Premises or any part thereof or access thereto; (e) each person signing this Lease on behalf of Landlord is authorized to do so and Landlord has the unrestricted right, power, and authority to enter into and perform its obligations under this Lease, and to grant the rights granted to Tenant hereunder; (f) the Landlord is an urban-county government and political subdivision of the Commonwealth of Kentucky, owning the Leased Premises; (g) the execution, delivery and performance of this Lease by Landlord does not violate any contract or agreement or instrument to which Landlord is a party and Landlord has not entered into any contract, agreement or instrument with respect to the Leased Premises with any third party other than Tenant; (h) the execution, delivery and performance by Landlord under this Lease has been duly authorized by all necessary action by Landlord's Council (legislative body) and does not violate any provision of any Applicable Law or any order, judgement or decree of any court or other Governmental Authority or conflict with or result in a breach of or constitute a default under any contractual obligation of to which Landlord is a party or any agreement to which Landlord and/or the Leased Premises is bound or subject; and (i) Landlord is not the subject of any bankruptcy, insolvency or probate proceeding. Subject to the limitations provided in Section 8, Landlord represents and warrants that, as of the Effective Date, (1) there are no outstanding Claims, (2) Landlord has not received any notice of any violations by any Governmental Authority with respect to the compliance of the Leased Premises as a municipal landfill with any Applicable Laws or alleging a violation of Applicable Laws, and 3) the Leased Premises and said landfill as such are in compliance with all Applicable Laws and Environmental Laws or currently working towards compliance as previously disclosed to Tenant, ; (iii) there are no covenants, conditions or restrictions or other private restrictions encumbering the Leased Premises which in any way limit or otherwise restrict the use of the Leased Premises as contemplated by this Lease;

24. **Memorandum of Lease.** A Memorandum of this Lease may be recorded as provided in Section 1(c).

25. Indemnification or Allocation of Responsibility; Limitation of Liability.

(a) Tenant Indemnification. TENANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LANDLORD, ITS AFFILIATES, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, GUESTS, LICENSEES, SUBLICENSEES AND INVITEES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, "**LANDLORD PARTIES**") FROM AND AGAINST ANY LIABILITIES, DAMAGES, AND LOSSES, INCLUDING, BUT NOT LIMITED TO CLAIMS, REASONABLE ATTORNEYS' FEES, DEMANDS, LIENS, COSTS, EXPENSES, PENALTIES, FINES, LAWSUITS, OR ACTIONS (COLLECTIVELY, "**CLAIMS**"), TO THE EXTENT RESULTING FROM (I) THE NEGLIGENT OR WILLFUL MISCONDUCT OF TENANT OR ANY TENANT PARTY (DEFINED BELOW); AND (II) THE BREACH BY TENANT OF ANY OBLIGATION, REPRESENTATION OR WARRANTY ARISING UNDER THIS LEASE. FURTHER, TENANT SHALL INDEMNIFY, DEFEND AND HOLD THE LANDLORD PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS THAT LANDLORD OR ANY OF THE LANDLORD PARTIES MAY INCUR, RESULTING DIRECTLY OR INDIRECTLY, WHOLLY OR PARTLY, FROM: (A) A DISCHARGE OF CONTAMINANTS AT THE LEASED PREMISES AS A RESULT OF THE ACTIONS OR OMISSIONS OF TENANT OR ITS CONTRACTORS, EMPLOYEES, AGENTS, LICENSEES OR INVITEES (COLLECTIVELY, "**TENANT PARTIES**") DURING THE LEASE TERM, (B) ANY CLAIM OR ACTION BY ANY GOVERNMENTAL AUTHORITY OR ANY THIRD-PARTY ACTION BROUGHT UNDER FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAWS OR REGULATIONS, WHETHER ADMINISTRATIVE OR JUDICIAL IN NATURE, AS A RESULT OF ANY ACTIVITIES OF TENANT OR ANY OF THE TENANT PARTIES RELATED AT THE LEASED PREMISES, TO THE EXTENT, AND ONLY TO THE EXTENT, THAT THE APPLICABILITY OF THE ENVIRONMENTAL LAWS OR REGULATIONS IS TRIGGERED BY AN ACT OR OMISSION OF TENANT OR ANY OF THE TENANT PARTIES; OR (C) ANY PERSONAL INJURY, TRESPASS, NUISANCE OR PROPERTY DAMAGE CLAIMS BY THIRD PARTIES RESULTING FROM THE ACTIVITIES OF TENANT OR ANY OF THE TENANT PARTIES AT THE LEASED PREMISES. Landlord will promptly advise Tenant in writing of any Claim or action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Tenant, at Landlord's expense to the extent of the negligence or willful misconduct of Landlord or any Landlord Party, will assume on behalf of Landlord and the other Landlord Parties, and will conduct with due diligence and in good faith, the defense of Landlord and any Landlord Parties thereof;

provided, however, that any Landlord Party will have the right, at its option, to be represented therein by advisory legal counsel of its own selection and at its own expense.

(b) Landlord Responsibility. To the extent allowable by law, and without waiving the defense of sovereign immunity, LANDLORD SHALL BE RESPONSIBLE FOR, TAKE SUCH ACTION, AND ADDRESS OR PAY SUCH CLAIMS, LIABILITIES, LOSSES, DAMAGES, PENALTIES AND COSTS, INCLUDING, WITHOUT LIMITATION, COUNSEL, ENGINEERING AND OTHER PROFESSIONAL OR EXPERT FEES (COLLECTIVELY, "CLAIMS"), RESULTING DIRECTLY OR INDIRECTLY, WHOLLY OR PARTLY, FROM (A) ANY KNOWN LEGACY ENVIRONMENTAL CONDITION EXISTING OR PRE-EXISTING AS OF THE LEASE COMMENCEMENT DATE; (B) A DISCHARGE OF CONTAMINANTS AT THE LEASED PREMISES AS A RESULT OF THE ACTIONS OR OMISSIONS OF LANDLORD OR ANY OF THE LANDLORD PARTIES, WHICH ACTIONS SHALL NOT INCLUDE THE LEASE OF THE LEASED PREMISES TO TENANT; (C) THE NEGLIGENT OR WILLFUL MISCONDUCT OF LANDLORD OR ANY LANDLORD PARTY; AND (D) ANY MATERIAL BREACH BY LANDLORD OF ANY OF ITS OBLIGATIONS, REPRESENTATIONS AND WARRANTIES UNDER THIS LEASE. Tenant will promptly advise Landlord in writing of any Claim or action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Landlord, at Tenant's expense to the extent of the negligence or willful misconduct of Tenant or any Tenant Party, may assume on behalf of Tenant and the other Tenant Parties, and will conduct with due diligence and in good faith, the defense of Tenant and any Tenant Parties thereof, to the extent permitted by law and without waiving the defense of sovereign immunity; provided, however, that any Tenant Party will have the right, at its option, to be represented therein by advisory legal counsel of its own selection and at its own expense.

(c) Limitation of Liability.

(i) Any tort claim by Tenant against Landlord for property damage shall not exceed the limits of coverage under any applicable liability policy covering Landlord for its negligence, as of the date such claim arises. Notwithstanding anything to the contrary contained herein, Landlord shall not be liable to the Tenant for incidental, consequential, special, punitive or indirect damages, including but not limited to loss of use or loss of profit or revenue.

(d) Survival. The provisions of this Section 2525 shall survive the expiration or earlier termination of this Lease.

26. Further Assurances; Estoppel Certificates.

(a) Further Assurances. Landlord and Tenant each agree to cooperate, execute and deliver all further instruments and documents and take any further action that may be reasonably necessary to effectuate the purposes and intent of this Lease. Landlord shall not grant or convey any easement, right-of-way or other interest that, if used or enjoyed in accordance with its terms, would interfere with Tenant's operation, use, access to or quiet enjoyment of the Project, the Tenant Improvements or the Leased Premises. Landlord agrees that wherever it is provided in this Lease that the prior consent or approval of Landlord is required, Landlord will not unreasonably withhold, condition or delay the giving of such consent or approval. Tenant understands that Landlord has leased a portion of the borrow area of Haley Pike Landfill to Creech Services, Inc. and otherwise provided certain easement rights as described in Exhibit D, and affirmatively states that these property interests do not violate this Section 26.

(b) Estoppel Certificates. Either Party agrees, at any time and from time to time upon not less than ten (10) business days' prior written notice by the other Party or from a Financing Party, to execute, acknowledge and deliver to the other Party, or any person designated by the other Party, a written estoppel certificate certifying that this Lease is complete, true and correct and in full force and effect and stating whether or not the other Party is in default in keeping, observing or performing any term, covenant or condition contained in this Lease on the other Party's part to be kept, observed or performed and, if in default, specifying each such default and any other factual matters pertaining to this Lease reasonably requested by the other Party. It is intended that any such estoppel certificate may be relied upon by the other Party, or any prospective purchaser or encumbrancer of the Property or Leased Premises or any part thereof (including any Financing Party), any auditor, commercial banker and investment banker of either Party or any purchaser of Landlord's interests in the Property.

27. Right of First Refusal. During the Term of this Lease, at any time prior to Landlord's acceptance of a bona fide offer or letter of intent from any third party ("**Third Party Purchaser**") to purchase all or any part of the Property, Landlord shall deliver a copy thereof to Tenant (the "**First Refusal Notice**"). Tenant shall have

thirty (30) days to agree in writing to purchase the Property pursuant to the terms and conditions set forth in such offer or letter of intent by delivering written notice to Landlord (the “**Acceptance Notice**”). In the event that Tenant does not timely agree to purchase the Property described in the First Refusal Notice by delivering the Acceptance Notice within such thirty (30) day period, Landlord shall have the right to sell the Property to the Third Party Purchaser identified in the First Refusal Notice on terms that are not materially more favorable, when considered as a whole, to the Third Party Purchaser as the basic terms and conditions contained in the first Refusal Notice.

28. Miscellaneous.

(a) Validity of Lease. The provisions of this Lease are severable. If any provision of the Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of any other provision of this Lease.

(b) Waiver. The rights, remedies, options or elections of Landlord and Tenant in this Lease are cumulative, and the failure of Landlord or Tenant to enforce performance by the other Party hereto of any provision of this Lease applicable to said Party, or to exercise any right, remedy, option or election, in any one or more instances, shall not act as a waiver or a relinquishment at the time or in the future, by Landlord or Tenant, as the case may be, of such provisions of this Lease, or of such rights, remedies, options or elections, and the same shall continue in full force and effect.

(c) Entire Agreement; Partial Invalidity.

(i) This Lease and Landlord’s Request for Proposal 35-2025 dated 9/9/2025 and Tenant’s [response], dated 9/24/2025, which are incorporated by reference herein constitute the entire agreement between the Parties with respect to the subject matter hereof. In the event of any inconsistency, the terms of this Lease shall prevail, followed by the Landlord’s Request for Proposal, followed by Tenant’s Response. No additions, changes, modifications, renewals or extensions of this Lease shall be binding unless reduced to writing and signed by both Parties. The Landlord’s Request for Proposal 35-2025 dated 9/9/2025 and Tenant’s [response], dated 9/24/2025 is attached hereto as Exhibit E. The exhibits (A-E) attached hereto are incorporated herein by this reference for all purposes.

(ii) If any term or provision of this Lease is, to any extent, determined by a court of

competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and such remaining term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(d) Effective Law; Venue. The validity, interpretation, and performance of this Lease and any dispute connected herewith shall be governed and construed in accordance with the internal laws of the State where the Leased Premises are located without reference to the choice-of-law or conflicts-of-law principles that would result in the application of the laws of a different jurisdiction. The Parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of, or in connection with this Lease or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in the Fayette Circuit Court, Lexington, Kentucky. Each of the Parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such action, suit or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now have or hereafter have to the action, suit or proceeding that it is brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice or other document by registered mail to the notice address set forth in Section of this Lease shall be effective service of process for any such suit, action, or other proceeding brought in any such court.

(e) Waiver of Jury Trial. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO A JURY TRIAL IN ANY SUIT, ACTION OR OTHER PROCEEDING CONCERNING THIS LEASE OR ANY DEFENSE, CLAIM, COUNTERCLAIM OR SET-OFF OR SIMILAR CLAIM OF ANY NATURE.

(f) Commercial Lease. This Lease shall be construed as a commercial lease.

(g) Captions. The captions of the sections in this Lease and any index or table of contents are for reference purposes only and shall not in any way affect the meaning or interpretation of this Lease.

(h) Counterparts. This Lease may be executed in one or more counterparts, including by facsimile or other electronic means, each of which shall be an original, and all of which constitutes one and the same Lease.

(i) Remedies and Rights Not Exclusive. No right or remedy conferred upon Landlord or Tenant shall be considered exclusive of any other consistent right or remedy but shall be in addition to every other consistent right or remedy available to Landlord or Tenant under this Lease. Any right or remedy of Landlord or Tenant may be exercised from time to time, and as often as the occasion may arise. The granting of any right, remedy, option or election to Landlord or Tenant under this Lease shall not impose any obligation on Landlord or Tenant, as the case may be, to exercise said right, remedy, option or election.

(j) Drafting Ambiguities; Interpretation. In interpreting any provision of this Lease, no weight shall be given to nor shall any construction or interpretation be influenced by the fact that counsel for one of the Parties drafted this Lease, each Party recognizing that it and its counsel have had an opportunity to review this Lease and have contributed to the final form of this Lease. Unless otherwise specified, the words “include” and “including”, and words of similar import shall be deemed to be followed by the words “but not limited to” and the word “or” shall be “and/or”.

(k) References. In all references to any persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require.

(l) Binding Effect. This Lease is binding upon and shall inure to the benefit of the Parties, their legal representatives, successors and permitted assigns.

(m) Time of the Essence. Time is of the essence of this Lease. If, pursuant to this Lease, any date indicated herein falls on a Holiday or a Saturday or Sunday then such day shall not be a business day, and the date so indicated shall mean the next business day following such date. The term “**Holiday**” shall mean any day on which state or national banks are not open for business in the State where the Leased Premises is located.

[Signature page follows]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the dates set forth below, to be effective as of the Effective Date.

LANDLORD:

TENANT:

Lexington-Fayette Urban County Government

SOCIAL IMPACT SOLAR LLC

By: _____

Name: _____

Title: _____

Date: _____

By:

Name:

Title:

Date:

Exhibit A – Leased Premises - Schematic

Exhibit B – Lease Summary Memorandum

Exhibit C – Easements - Schematic

Exhibit D – Mineral Rights

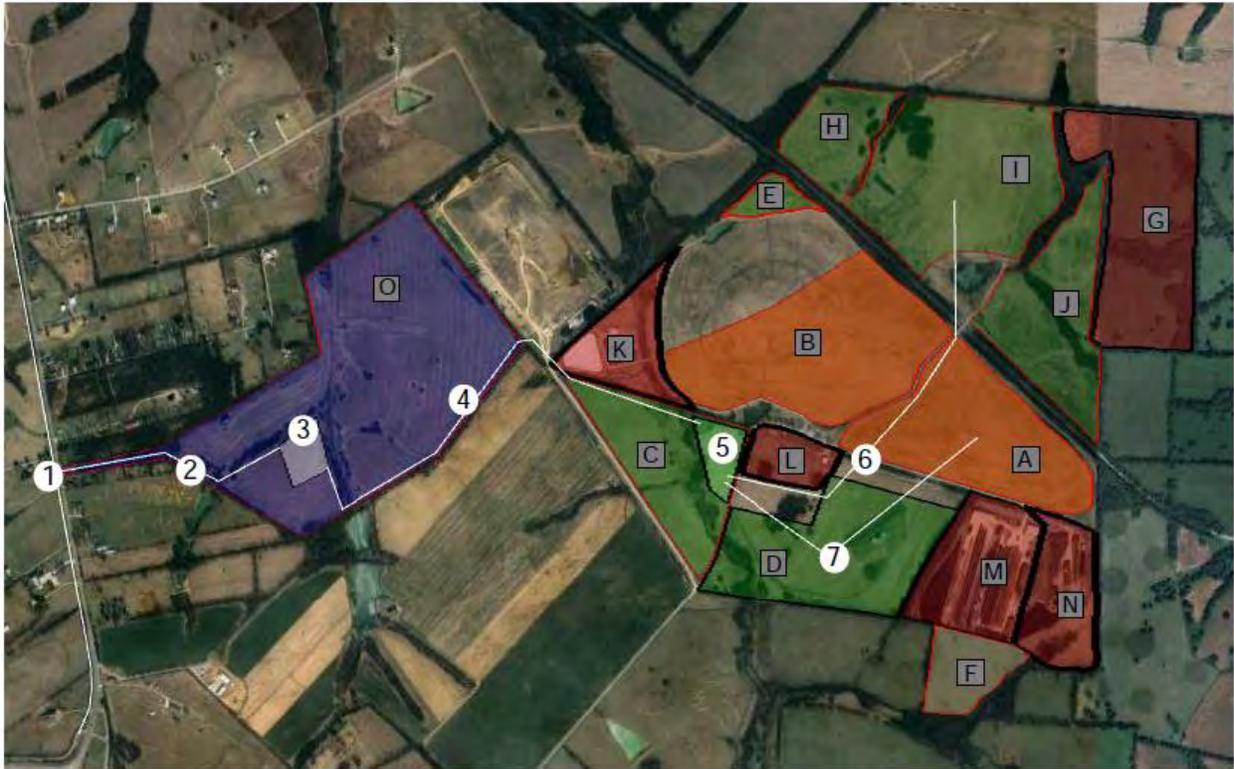
Exhibit E – RFP 35-2025 and SIS Response

Exhibit A - Leased Premises (Schematic)

Table A: HPSP Area Breakdown table to crosswalk known areas to proposed for utilization.

Haley Pike Solar Project Area Breakdown				
Area	Name/Use	Approx. Acres	Note	Proposed Usage for HPSP
A	Closed Cell	53	Required to be used for PV Array Lease	Area A: 53 of 53 used for solar
B	Closed Cell	105	Required to be used for PV Array Lease	Area B: 70 of 105 used for solar
C	Unused	39	Available for PV Array Lease	Area C: 39 of 39 used for solar and array substation
D	Leased - Model Airplane Club*	68	Available for PV Array Lease *LFUCG will be expanding operations in area L. This will reduce the available acreage in area D by 5 -10 acres	Area D: 58 of 68 used for solar (utilization acknowledges reduced availability)
E	Unused	6	Available for PV Array Lease	Area E: 6 of 6 acres used for solar
F	Unused*	15	Reserved for LFUCG Use	Area F: 0 of 15
G	LFUCG Spray field	59	This area is currently used for LFUCG spray fields.	Area G: 0 of 59 acres used for solar
H	Permitted unused cell	20	Available for PV Array Lease	Area H: 20 of 20 acres used for solar
I	Permitted unused cell	69	Available for PV Array Lease	Area I: 69 of 69 acres used for solar
J	Permitted unused cell	42	Available for PV Array Lease	Area J: 42 of 42 acres used for solar
K	Wetland/Leachate System	20	LFUCG Operations	Area K: 0 of 20 acres used for solar
L	Scale House - LFUCG Operations	11	LFUCG Operations	Area L: 0 of 11 acres used for solar
M	Leased - Creech	32	Leased - Not available for Lease	Area M: 0 of 32 acres used for solar
N	LFUCG Mulch - Contractor operated	26	LFUCG Operations	Area N: 0 of 6 acres used for solar
O	Right of Way	21.5	Proposed ER/SIS-negotiated Right of Way (ROW #1: 20 acres, ROW #2: 1.5 acres)	Non- LFUCG Property - Shown for consistency with submitted plans

Image 1: Schematic of land use for HPSP, with notation of known areas.

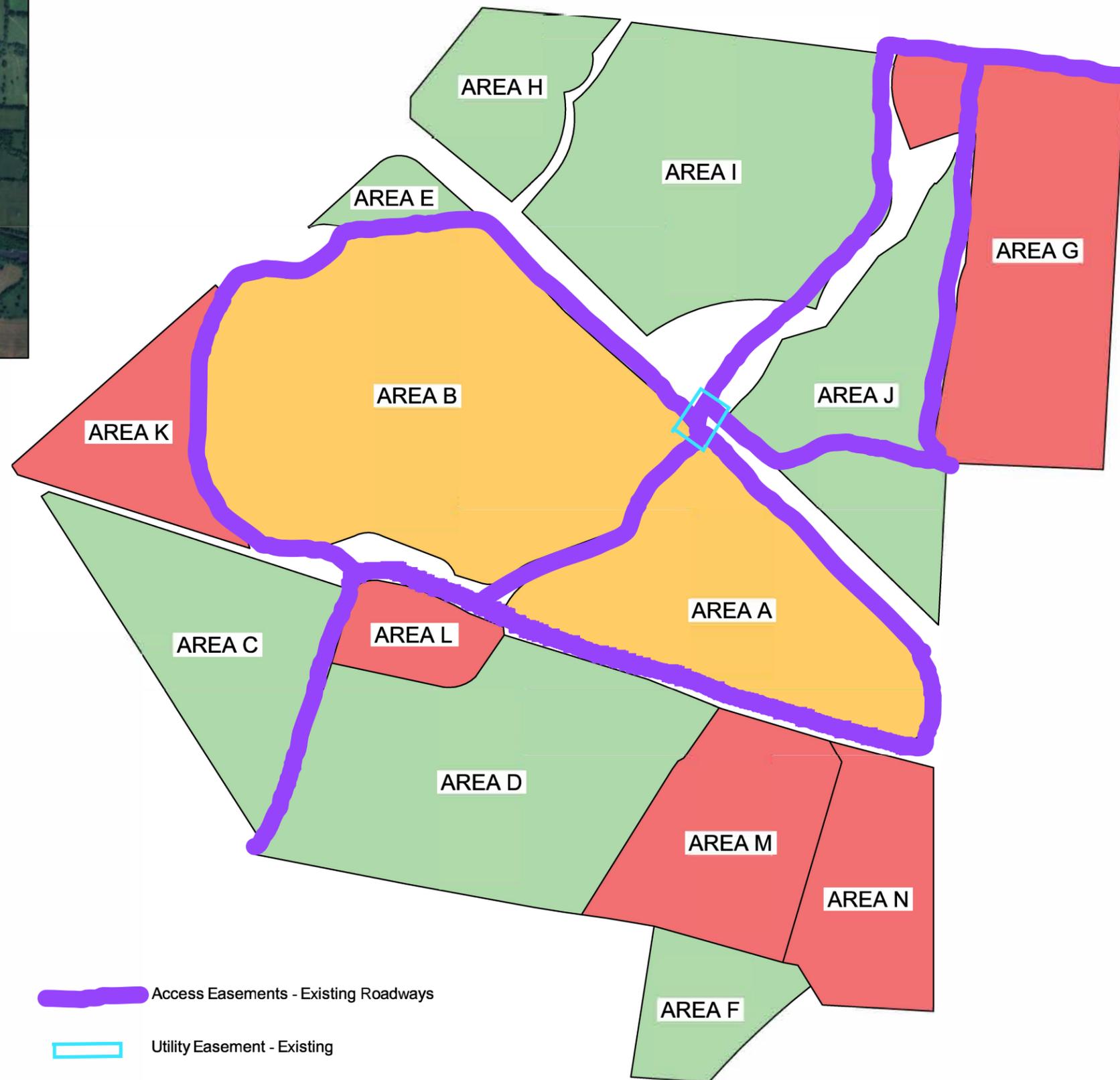


MAP KEY		
Marker	Component Type	Color Shading Code
1	Point of Interconnection (69kV line)	Purple: ER/SIS negotiated Right of Way Green: LFUCG designated 90% usable land for PV Orange: LFUCG designated 50% usable land for PV Red: LFUCG designated 0% usable land for PV No Color: where segments in project area are not shaded, no activities are planned to allow for LFUCG future use
2	Feeder to Switchyard	
3	Switchyard	
4	Feeder to Array Substation	
5	Array Substation	
6	Collection Feeder 1 to Arrays	
7	Collection Feeder 2 to Arrays	

Exhibit B Easement (Schematic)



PRELIMINARY DESIGN



LEGEND

- 90% Usable Land for PV
- 50% Usable Land for PV
- 0% Usable Land for PV

AREA DESCRIPTION

- A Closed Landfill
- B Closed Landfill
- C Vacant Land
- D Leased Area for Model Airplane Club
- E Vacant Land
- F Vacant Land
- G Irrigation Field
- H Permitted Future Landfill
- I Permitted Future Landfill
- J Permitted Future Landfill
- K Wetland Treatment System
- L LFUCG Operational Area
- M Creech Services
- N LFUCG Mulch Area

- Access Easements - Existing Roadways
- Utility Easement - Existing

Haley Pike Landfill
4216 Hedger Lane
Lexington, KY 40516

Area Key

CLIENT/CMTA JOB #:	
DATE:	10/14/2024
DRAWN:	TW
CHECKED:	KK

REVISIONS	

PV101

Exhibit D

DATE: January 29, 2026

RE: 30-Year Title Exam
4172-4253 Hedger Lane

Map/Parcel/Account No. 94024050

Tract 1- +/- 446 Acres (North of Railroad Tracks)

Tract 2- 204.44 Acres (South of Railroad Tracks)

Total Acreage- +/-650.44 Acres

*** *** *** *** *** ***

The title to the aforementioned properties is subject to the following encumbrances:

1. Subject to a Notice (of waste disposal activity) dated May 3, 2016, of record in Deed Book 3394, Page 006, in the Fayette County Clerk's Office.
2. Subject to a Certificate of Land Use Restrictions for a conditional use permit, recorded October 9, 2001, of record in Land Use Restriction Book 10, Page 171, in the Fayette County Clerk's Office.
3. Subject to a Deed of Easement Agreement by and between Lexington-Fayette Urban County Government and Demolition Disposal Services, Inc., a Kentucky corporation, dated March 5, 1993, of record in Deed Book 1667, Page 580, in the Fayette County Clerk's Office.
4. Subject to a Deed of Easement by and between Lexington-Fayette Urban County Government and Demolition Disposal Services, Inc., a Kentucky corporation, dated April 21, 1993, of record in Deed Book 1672, Page 432, in the Fayette County Clerk's Office.
5. Subject to a Special Commissioner's Deed of Easement in favor of East Kentucky Power Cooperative, Inc., dated December 2, 1982, of record in Deed Book 1305, Page 484, in the Fayette County Clerk's Office.
6. Subject to a Distribution Line Agreement in favor of Kentucky Utilities Company, a Kentucky corporation, dated November

Exhibit D

25, 1977, of record in Deed Book 1187, Page 149, in the Fayette County Clerk's Office.

7. Subject to a Deed of Easement in favor of Lexington-Fayette Urban County Government, dated July 16, 1976, of record in Deed Book 1161, Page 605, in the Fayette County Clerk's Office.
8. Subject to a Deed of Easement in favor of Lexington-Fayette Urban County Government, dated July 27, 1976, of record in Deed Book 1161, Page 600, in the Fayette County Clerk's Office.
9. Subject to an unrecorded Lease Agreement (Contract 34486), by and between Creech Services, Inc. and Lexington-Fayette Urban County Government, dated January 25, 2001, subsequently amended by an Amendment to Lease Agreement, dated April 5, 2005.
10. The tobacco base reserved to the Grantor and having the option to be transferred to other land owned by the Grantor, dated April 12, 1977, of record in Deed Book 1167, Page 390, in the Fayette County Clerk's Office, was terminated by the Grantor's death on June 10, 1993.
11. No oil, gas or other mineral rights, in, on or under the property were found in the public records of the Fayette County Clerk's Office.

/s/ Evan P. Thompson
Evan P. Thompson, Attorney



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #35-2025 Haley Pike Solar Lease** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **September 24, 2025**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The contractor is expressly required to comply with the Kentucky Equal Opportunity Act of 1978 (KRS 45.560 to KRS 45.640)

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Procurement shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

See complete criteria beginning on page 20

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

The LFUCG reserves the right to request clarification of any proposal from prospective vendors, or to interview any vendor to further discuss their submitted proposal. The LFUCG further reserves the right to select more than one vendor as a preliminary finalist that will be required to make an oral presentation to the LFUCG. The LFUCG reserves the right to amend its final scoring of the proposals based upon information provided during such a presentation as long as the proposal does not materially differ from the written proposal submitted by the vendor.

Questions shall be submitted via Ion Wave at: <https://lexingtonky.ionwave.net>

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me
by _____ on this the _____ day
of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Signature

Name of Business

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be

terminated shall include, but shall not necessarily be limited to:

- (a) Failure to perform the contract according to its terms, conditions and specifications;
- (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other

action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and

against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Professional Liability	\$1 million per occurrence
Auto Liability \$	\$1 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$5 million per occurrence, unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00548704

Introduction

On July 28th, 2025, Lexington Fayette Urban County Government (LFUCG) received an unsolicited proposal for the potential development of Utility Scale Solar development at Haley Pike Landfill (HPLF). Pursuant to KRS 65.028(17) and KRS 424, LFUCG has provided public notice of the unsolicited proposal and is now initiating a formal Request for Proposal process to receive formal proposals in a uniform format for evaluation.

LFUCG fully understands that the Investment Tax Credit (ITC) is an integral part of the financing model making this project possible. With that in mind, LFUCG intends to proceed quickly, if possible. However, redevelopment of a permitted landfill with closed and permitted cells will require review and approvals by outside entities such as Kentucky Energy and Environmental Cabinet (KEEC), which oversees all permitted and closed landfills.

Due to the accelerated timeframe needed to meet ITC deadlines, LFUCG is fully committed to acting as quickly as possible while ensuring all statutory requirements, reviews, and due diligence are completed.

Background

LFUCG has been researching and exploring the feasibility and restrictions associated with Utility Scale Solar on Haley Pike Landfill since 2020. In 2024, a Phase 1 Desktop Feasibility Study was completed by external subject matter experts. The attached Executive Summary and Study identified that a third party could economically construct a 110 MWdc array on approximately 320 buildable acres. The desktop level study identified several items that would benefit from additional study or development that could impact the final design, operations, and environmental impacts. We recommend a full review of the Desktop Feasibility Study and Executive Summary to best inform your RFP response.

Haley Pike Landfill is approximately 687 acres located primarily in Eastern Fayette County and Clark County. The landfill has two closed and capped cells (Area A closed/capped in early 1980s and Area B closed/capped in 2014) and three permitted but unused cells (Areas H, I, and J). Additionally, LFUCG uses some adjacent land areas for internal operations and leases other areas for operations to external organizations. LFUCG intends to continue operations at HPLF and expects to expand some operations in the near future, as described in Table 1. The anticipated expansion will restrict some areas from solar development, as LFUCG does not have alternative facilities available or appropriate for those activities. These restrictions were considered in the most recent Desktop Feasibility Study.

As a result of LFUCG's Desktop Feasibility Study, LFUCG identified leasable areas for Utility Scale Solar development. Please see diagram PV101 and Table 1 for more detailed information. Note listed acreage is approximate actual acreage may vary.

Assumptions

The following are assumptions for the Utility Scale Solar Project at the Haley Pike Landfill:

- LFUCG will NOT be involved in financing, bonding, or being the guarantor of the project.
- LFUCG will NOT be involved in day-to-day operations or construction of the project.
- LFUCG'S role will be limited to that of the Lessor and the administrator of the Landfill Permit. This WILL include monitoring of any/all activities that occur at Haley Pike Landfill, including any leased areas, to ensure compliance with the lease and all landfill and environmental compliance.
 - o Monitoring includes, but is not limited to, the following:
 - Oversight of the leachate collection and treatments system;
 - Groundwater and methane monitoring; and
 - Storm/surface water sampling.
- Any Utility Scale Project should be a Reuse/Repurpose project that provides maximum utilization of the capped landfill cells (Area A & Area B). LFUCG considers this to be a core component of the RFP. LFUCG would prefer a minimum of 25% of the total array be located on these areas (with a target of 33%). The total rate of utilization of closed cells will be a factor in scoring proposals.
- The developer will be responsible for acquiring any easement and Rights-Of-Way (ROW) needed for the project. This includes the CSX/RJ Corman rail line and ROW that bisects the property. LFUCG may assist as necessary and where possible, in its discretion.

Definitions and Abbreviations

Area –refers to one of the designated sub-areas of the Haley Pike Landfill, each designated by a letter as shown on the PV101.

Developer - used interchangeably for the Bidder, Developer, Lessee, and Operator.

DWM – LFUCG Division of Waste Management

EQPW – Lexington Fayette Urban County Government Environmental Quality and Public Works Department

HPLF – Haley Pike Landfill

ITC – Investment Tax Credit

KDWM – Kentucky Division of Waste Management

KEEC – Kentucky Energy and Environmental Cabinet

LFUCG – Lexington Fayette Urban County Government

MWdc – Megawatts Direct Current

PSC or KYPSC – Kentucky Public Service Commission

RFP – This Request for Proposal provided herein

ROW - Rights-Of-Way

USS – Utility Scale Solar

Scope

LFUCG is soliciting proposals from interested and qualified parties for a long-term lease (20-40 years) of a substantial portion of the Haley Pike Landfill for use as a Utility Scale Solar facility. The interested party or Developer should review this RFP and all attached documents in depth. To provide for a quick and accurate review process, it is highly recommended that RFP responses are formatted in a manner that conforms to the scoring criteria outlined below. This ensures that reviewers can locate and evaluate information that will be utilized for scoring the submission during the review process.

This RFP process will utilize the “Best Value” process due to the unique nature of the project proposal. LFUCG will consider multiple factors in selecting the most qualified developer to work with LFUCG for a long-term relationship. The Developer should have sufficient experience and qualifications to demonstrate its ability to complete the project and to continuously operate in a fiscally and environmentally responsible manner. Additionally, this project and subsequent lease must provide economic, social, and educational benefits to the citizens of Fayette County and beyond.

Array configuration and technical component review is a part of this RFP submittal to verify the Developers’ technical understanding and to validate economic assumptions as part of the review process. In order to perform due diligence and to ensure the Developer understands the critical nature of development and construction on a landfill cap and permitted landfill property, sufficient technical information must be provided in the Developer’s RFP response to validate its overall project proposal, technical understanding, and experience.

It is understandable that Developers may not have definitive solutions regarding all relevant information due to the ITC timeline. However, experienced and qualified Developers in a project of this scale are expected to have sufficient expertise to provide preliminary responses that sufficiently address each requested section.

A summary of the information being requested is provided below in the Submission Format Sections of this RFP.

Submission Format Sections – Percent of score

1. Background and Qualifications Section – 15%

- a. Company Background and Qualifications of Key Staff of the primary Bidder/Developer. Please limit information to Key Staff that will have a direct role in the development, construction, and operation of the proposed array.
 - i. Developer Entities – Company Background and Qualifications of Key Staff of critical partner entities or sub-contractors (if known). Please limit information to Key Staff that will have a direct role in development, construction, and operation of the proposal.
- b. Experience with similar projects
 - i. Please provide a detailed summary of at least two solar projects of similar scope and size. Include project references and date of installation.
 1. Projects under KY PSC or Kentucky State Board on Electric Generation and Transmission Siting (Ky Siting Board) authority preferred.
 - ii. Please provide a summary of any other relevant projects including size, location, date of installation and other key metrics of the project.
 1. Including, for example, projects with similar environmental considerations and regulations to the project described in this RFP, such as Brownfield projects.
- c. Interconnection & Regulatory Experience
 - i. Please provide a list of utilities & regulatory bodies that the Developer has successfully worked with. Provide the size of the associated projects.
 - ii. Outline past experience working with KY PSC and the KY Siting Board and experience working with state/local Waste Management divisions or similar regulatory entities for other Brownfield projects.
 - iii. If applicable, please provide a list and description of Interconnection Agreements with transmission organizations, such as PJM in the last five years.

2. Project Configuration and Technical Details – 25%

- a. PV Array and Equipment
 - i. Please provide a schematic level breakdown by area of the proposed Solar Array capacity.

- ii. Racking Systems – Provide preliminary proposal of racking systems to be used. Areas A & B must use a ballasted racking system to protect landfill cap.
 - 1. Spec sheets of proposed racking system may be included, if known.
 - iii. Provide a brief explanation describing how your design will address and protect the landfill cap in areas A & B for other necessary equipment (mounting of inverters, balance of system equipment, communications equipment)
 - iv. Provide a brief explanation of how equipment will be transported and staged in a manner that protects the earthen cap in Areas A & B.
- b. Storm Water Management & Erosion Control
 - i. Utility Scale Solar arrays meet the definition of Impervious Surface (LFUCG Code of Ordinances Chapter 16, Art. XIV, Sec.16-402). Please provide a preliminary plan for compliance with this ordinance and ensure the applicable Water Quality Management Fee is included and listed separately from any projected lease payment in Section 3 Financial Summary.
 - ii. Additionally, erosion control, especially at the panel drip line has the potential to create erosion and infiltration issues. Please provide a preliminary plan for addressing these issues.
- c. Vegetation Management
 - i. Please provide a preliminary plan for addressing vegetation management. If the process will be different for the closed cell vs other areas, please address both.
- d. Site Access Control
 - i. LFUCG and multiple contract operators will continue to have active operations at the HPLF facility. As such, please address any proposed improvements you would need to make to restrict or prevent access to your leased areas and operations to all parties other than LFUCG. LFUCG will need routine access for landfill permit compliance activities.
 - 1. Also address how you would control access from the Railroad ROW.
- e. PSC Approval and Interconnection to grid.
 - i. Responsibility for all PSC and/or KY Siting Board approvals, Interconnection Agreements, permits, inspections, and compliance with operations of Utility Scale Solar and a Qualified Facility rest solely on the Developer.
- f. Post Construction Monitoring & Safety Measures

- i. Briefly outline how the PV system will be monitored post construction and identify Key Staff that will be responsible for monitoring the PV system. Specify describe how electrical hazards (arc faults, etc.) are recognized & flagged by the monitoring system.
- g. Describe the PV system's immediate response to electrical hazards (arc faults, etc.) and the Developer's process for addressing and fixing these issues.
- h. Overall project timeline from bidding to full development with critical milestones.
- i. Operations and Maintenance Plan – Please provide a brief outline of quantitative metrics that could be incorporated into the lease to ensure Operations and Maintenance are being maintained at a high level. Developer must be committed to maintaining and maximizing renewable energy production at the site.
 - i. Operation and Maintenance levels will be tied to a required performance bond to ensure Fayette County residents' interests are being met. Specific criteria will be determined during the negotiation phase, but Developers are encouraged to propose a metric as part of their submission.
- j. Decommissioning Plan – Please provide a brief description of your proposed decommissioning plan, include timelines, list of infrastructure to be removed, exemptions, and disposal or recycling plans for panels and other components.

3. Financial Summary – 45%

- a. Provide a general description of the financial model to be utilized for construction and operation. Provide an estimated annual project of lease payment to LFUCG either a gross payment or per acre lease rate.
 - i. Please note that PILOT or “Payment in lieu of taxes” may not be applicable for this project due to LFUCG's ownership and non-tax status of the subject property. LFUCG is not interested in owning or operating the solar facility.
 - ii. Total Lifecycle cost from development to post decommissioning restoration must be included for review.
 - 1. Decommissioning cost **MUST** be reflected in the lifecycle financial model.
 - iii. NOTE – LFUCG will be utilizing a **total lifecycle cost to LFUCG** that incorporates revenue, expense, deferred expense, and extended expenses when calculating the total lifecycle project cost/benefit to LFUCG for each proposal. This figure will be critical in calculating the final score and evaluations of each proposal.
- b. Quantify the economic impacts to Lexington-Fayette County regarding the following categories:

- i. Employment utilizing local companies and labor in both short term (Construction/Development) and long term (Operations).
- ii. Availability and direct impacts of local generation of renewable energy with an emphasis on benefiting Fayette County residents and businesses.
 - 1. In an effort to meet LFUCG's renewable energy goals and objectives, LFUCG may choose to include terms in any agreement requiring participation in current or future Sleeved Power Purchase Agreements or Green Tariffs, as applicable, at terms equal to any other entity contracting for power under like arrangements.
- c. The Developer will be required to provide a performance bond in the amount of \$750,000 as part of the execution of the contract. The bonding shall be continuous for the term of the lease. This bond shall be in addition to any decommissioning bond required by the Ky PSC or the Ky Siting Board.
- d. Renewable Energy Credits – Please note in the financial summary how Renewable Energy Credits will be handled in the financial model including anticipated income and model terms.
 - i. LFUCG reserves the right to negotiate for a portion of the RECs as part of the lease compensation package.
- e. Lease Terms - 20-year minimum initial term with 5-year renewal periods after the initial term.
 - i. Lease will only include those areas specifically agreed to during the negotiation process. LFUCG will continue to operate in the areas noted in Table 1.
- f. Confidential financial information – Anything not specifically marked as confidential may be subject to release, as required by the Kentucky Open Records Act.
- g. LFUCG reserves the right to later request the names of any potential offtakers of the electricity generated under a confidentiality agreement.

4. Environmental Compliance Haley Pike Landfill – 10%

- a. As the owner, operator, and permit holder for the Haley Pike Landfill, LFUCG will remain responsible for overall compliance. The Developer will be responsible for all actions, activities, and results of its activities and operations on the leased facility. LFUCG will work closely with the Developer to obtain all required approvals for permit modifications or any other required regulatory approvals from Kentucky Energy and Environmental Cabinet (KEEC) and KDWM. The Developer shall be responsible for any and all required costs associated with approvals or required modification, inspections, or additional

compliance measures required or recommended by KEEC or KDWM for operation of USS at Haley Pike Landfill. Please ensure your proposal addresses your understanding of the requirements for redevelopment on a landfill and note any staff or contractors that you propose to utilize for compliance.

- b. Please ensure your proposal addresses your understanding of ITC timelines, if utilizing these credits. As this project involves a permitted landfill, approval from the KDWM is required. The Developer should summarize its understanding of KDWM requirements for minor or major modifications to the existing Solid Waste Permit and to make sure those requirements are reflected on the project timeline included with this submittal.
- c. LFUCG will continue with Methane monitoring and Leachate management on leased areas. The Developer must ensure their activities do not impact or interfere with either activity.
- d.

5. Social and Educational Impacts and Initiatives 5%

- a. Imagine Lexington: 2045 Comprehensive Plan sets a communitywide net zero greenhouse gas emissions goal by 2050. This project represents a tremendous opportunity for LFUCG to strive towards that goal. Additionally, LFUCG has a Sustainability Program and Environmental Education Program to actively engage the public. Please provide an example of your past participation in community Social and Educational programs.
- b. Please provide a brief description of any potential Social or Educational programs or opportunities that you may undertake as a part of this proposal.

Request for Proposal Scoring

Section	Percent
Background and Qualifications	15
Project Configuration and Technical Details	25
Financial Summary	45
Environmental Compliance	10
Social and Educational Initiatives	5

Table 1 - Area Breakdown

Area	Name/Use	Approximate Acreage	Note
A	Closed Cell	53	Required to be used for PV Array Lease
B	Closed Cell	105	Required to be used for PV Array Lease
C	Unused	39	Available for PV Array Lease

D	Leased - Model Airplane Club*	68	Available for PV Array Lease *LFUCG will be expanding operations in area L. This will reduce the available acreage in area D by 5 -10 acres
E	Unused	6	Available for PV Array Lease
F	Unused*	15	*LFUCG will be expanding operations that will most likely incorporate this area.
G	LFUCG Spray field	59	This area is currently used for LFUCG spray fields. It would only be available for PV Array Lease if the cost to relocate those operations is borne solely by the Developer.
H	Permitted unused cell	20	Available for PV Array Lease
I	Permitted unused cell	69	Available for PV Array Lease
J	Permitted unused cell	42	Available for PV Array Lease
K	Wetland/Leachate System	20	LFUCG Operations - Not available for Lease
L	Scale House - LFUCG Operations	11	LFUCG Operations - Not available for Lease
M	Leased - Creech	32	Leased - Not available for Lease
N	LFUCG Mulch - Contractor operated	26	LFUCG Operations - Not available for Lease



 **SOCIAL IMPACT SOLARSM**

 **EDELEN
RENEWABLES**
Social Impact SolarSM

**A Proposal to Lexington-Fayette Urban County Government
to deliver Haley Pike Solar Project**

Submission in Response to Request for Proposals

RFP Number: 35-2025

RFP Title: Haley Pike Solar Lease

**Applicant: Social Impact Solar LLC,
a platform of Edelen Renewables**

Contact: Adam Edelen, Manager, Social Impact Solar LLC

Founder & CEO, Edelen Renewables

adam@edelenrenewables.com | 859-977-6267

AFFIDAVIT

Comes the Affiant, Adam Edelen, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Adam Edelen and he/she is the individual submitting the proposal or is the authorized representative of Social Impact Solar LLC, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

CONTINUED ON NEXT PAGE

Further, Affiant sayeth naught.



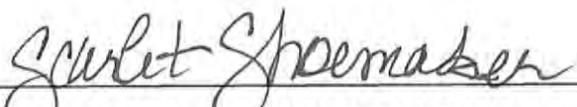
STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Adam Edelen on this the 22nd day of September, 2025.

My Commission expires: Sept 27, 2027



NOTARY PUBLIC, STATE AT LARGE
KYNP 19826

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.



 Signature

Social Impact Solar, LLC

 Name of Business

Firm Submitting Proposal: Social Impact Solar, LLC
A platform entity of Edelen Renewables

Complete Address: 175 E. Main Street, Ste 300
Lexington, KY 40507

Contact Name: Adam Edelen

Title: Manager

Telephone Number: 859-977-6267

Fax Number: 859-788-3240

Email Address adam@edelenrenewables.com

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;

- (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

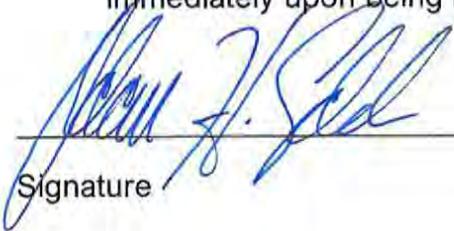
B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy

of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.


Signature


Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

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Appendices

Appendix A: Tracker Spec Sheet #1: GameChange Genius Tracker 1P

Appendix B: Fixed Rack Spec Sheet #2: GameChange Pour-in-Place Ballasted Ground System

Appendix C: Fixed Rack: GameChange Pour-in-Place Ballasted Ground System Diagram

Appendix D: Inverter Spec Sheet: SMA Medium Voltage Power Station

Appendix E: Landfill cap transportation and laydown protective measures (examples)

Appendix F: Water Quality Management Fee Calculations

1. Background and Qualifications

Company Background

Edelen Strategic Ventures LLC, dba Edelen Renewables, was established in 2016 with headquarters in Lexington, Kentucky. Since then, the firm has opened satellite offices in downtown Hazard, Kentucky and Water Valley, Mississippi.

In 2024, Edelen Renewables (ER) introduced Social Impact Solar LLC (SIS), a platform entity to host new project development efforts. All projects are staffed by the Edelen Renewables team and our partners. ER and SIS have a management agreement in place, and Edelen Strategic Ventures LLC (dba Edelen Renewables) holds the majority ownership of Social Impact Solar LLC. The remainder of the SIS LLC investors have no voting rights or decision-making authority; they only have an economic interest. This application by **Edelen Renewables and Social Impact Solar LLC (“ER/SIS”)** is submitted under the authority of the described management structure.

Edelen Renewables/Social Impact Solar LLC (ER/SIS) is the only solar development firm in America with a sole focus on socially impactful projects that provide the triple-bottom line return of meeting the climate challenge, driving economic transition in forgotten communities, and creating legacy impact for offtakers and communities alike.

Spanning Appalachia to Nations, Tribes, and Pueblos, ER/SIS is bringing the promise of renewable energy to the forgotten places, where coalminers and oil and gas workers powered the industrial development of America for a century. Squaring that deal – putting displaced energy workers back to work in a new, greener economy – is our passion. And our business. Our growing portfolio prioritizes brownfield redevelopment to target energy facility development on areas previously disturbed and to create new value from often stranded assets.

From land acquisition, facilitating public engagement and incentives, and shepherding projects through regulatory processes, to securing corporate offtake agreements (e.g., virtual power purchase agreements), we utilize a “boots-on-the-ground” approach to produce results for communities across America.

Key Staff

Adam Edelen, Founder and CEO of Edelen Renewables – and Manager of Social Impact Solar LLC – is a proven leader in public service and renewable energy. At Edelen Renewables, he pioneers renewable energy projects that create economic opportunity

in energy communities. A former Kentucky elected official, he's known for bipartisan, results-driven leadership and a commitment to social impact.

David Absher, Chief Development Officer at Edelen Renewables, brings decades of leadership in sustainability and innovation from his career at Toyota. A native of Eastern Kentucky, he led major environmental initiatives, including Toyota's Environmental Challenge 2050. He also led the renewable energy programs for Toyota Motor North America. At Edelen Renewables, he oversees Design Solutions, helping partners meet energy and economic goals through community-focused renewable energy strategies.

Amy Samples, Chief Operating Officer of Edelen Renewables, has two decades of experience in organizational management. She first joined Edelen Renewables in 2023 as Chief of Staff, and she continues to support the team to advance the social impact mission.

Tim Hennessy, Chief Engineer, has a diverse background as a senior executive and leader of technology and energy service companies. He is both a technical expert and solutions innovator, pioneering advanced energy solutions and products for multinational corporations and early-stage companies.

Lee Ullman, Director of Structured Finance at Edelen Renewables, is an experienced attorney and entrepreneur with a background in real estate and renewable energy. Since 2009, he has led over 40 energy partnerships and structured more than \$1 billion in projects across solar, natural gas, carbon sequestration, and EV infrastructure.

Brad Clark, Vice President of Social Impact, is a twenty-year educator, workforce development, and economic development leader. Brad has demonstrated expertise in designing and implementing multi-stakeholder community engagement models that increase local employment and workforce outcomes, develop community benefit programs, and maximize economic and social impact at the local level.

Haley Pike Solar Project Core Team

Edelen Renewables/Social Impact Solar LLC (ER/SIS) proposes to deliver the **Haley Pike Solar Project (HPSP)** as a **67.4 MW DC renewable energy facility** at the city LFUCG-owned landfill. Design and delivery of the renewable energy generation system and the day-to-day project management will be overseen by David Absher, Chief Development Officer with design guidance by Tim Hennessy, Chief Engineer. Adam Edelen, Chief Executive Officer, and Amy Samples, Chief Operating Officer, will track and manage overall project progress and collaboration with Lexington-Fayette Urban County Government (LFUCG). Brad Clark, Vice President of Social Impact will be the

liaison for social programs. Lee Ullman, Director of Structured Finance will oversee the establishment of bonds and project finance.

Through a competitive request for proposals, an engineering, procurement, and construction (EPC) firm will be selected to deliver the project. The EPC's assigned Project Manager will be a critical member of the core team. A short-list of competitive and regional EPC firms is in place and the RFP will be circulated for open review. A representative from Lexington-Fayette Urban County Government (LFUCG) will be invited to participate regularly in project meetings. Representatives from regulatory agencies with jurisdiction over the landfill property and its use will be engaged, as per the plans outlined below. This will include the Kentucky Energy and Environmental Cabinet (KEEC), Kentucky Division of Waste Management (KDWM), LFUCG Environmental Quality & Public Works (EQPW), LFUCG Planning Commission, LFUCG Division of Environmental Services. ER/SIS will also present the HPSP to the Kentucky Public Service Commission (PSC) and Kentucky Siting Board for review and approval.

Experience with Similar Projects

Social Impact Solar LLC, a platform entity of Edelen Strategic Ventures LLC (dba Edelen Renewables), has completed or is developing the following selected projects:

- Martin County Solar Project is located on a 2,541-acre site in Martin County, Kentucky. In Phase 1 solar installation being constructed on the former Martiki Coal Mine site near the border of West Virginia and Kentucky.
 - Capacity: Phase 1: 200 MW_{AC} (additional phase in consideration)
 - Type: Brownfield, coal-to-solar
 - ER Role: Origination, Developer Services (support for permitting, negotiation of Industrial Revenue Bond, local engagement, etc.)
Development partner: Savion
 - Regulatory Landscape: Hearings with Kentucky Public Service Commission, State Siting Board, collaboration with KY Division of Mine Reclamation and Enforcement, KY Economic Development Finance Authority
 - Commercial Operation Date: December 2024 (Phase 1)
- Starfire Solar Project (Perry, Knott, Breathitt Counties, Kentucky)
 - Capacity: 200-400 MW_{AC} (Phase 1-2; Phases 3-4 proposed for a total of 800 MW)
 - Type: Brownfield, coal-to-solar

- ER Role: Origination, Developer Services (support for permitting, negotiation of Industrial Revenue Bond, local engagement, etc.)
Development partner: BrightNight
 - Regulatory Landscape: Hearings with Kentucky Public Service Commission, State Siting Board, collaboration with KY Division of Mine Reclamation and Enforcement, KY Economic Development Finance Authority
 - Commercial Operation Date: TBD, start of construction by June 30, 2026. COD by Q4 2030
- Bright Mountain Solar Project (Perry County, KY)
 - Capacity: 80 MW_{AC}
 - Type: Brownfield, coal-to-solar
 - Regulatory Landscape:
 - ER role: Origination, Developer Services (support for permitting, negotiation of Industrial Revenue Bond, local engagement, etc.).
Development partner: Avangrid
 - Regulatory Landscape: Hearings with Kentucky Public Service Commission, State Siting Board, collaboration with KY Division of Mine Reclamation and Enforcement, KY Economic Development Finance Authority
 - Commercial Operation Date: TBD, start of construction by Q1 2026. COD by Q2 2027
- Paradise Solar Project (Muhlenberg County, KY)
 - Capacity: 80 MW_{AC}
 - Type: Brownfield, coal-to-solar
 - ER role: Origination, Developer Services (support for permitting, negotiation of Industrial Revenue Bond, local engagement, etc.), co-developer
 - Development partner: Established, not yet publicly announced
 - Regulatory Landscape: Hearings with Kentucky Public Service Commission, State Siting Board, collaboration with KY Division of Mine Reclamation and Enforcement, KY Economic Development Finance Authority
 - Commercial Operation Date: TBD, COD anticipated Q4 2027
 - Project webpage: www.paradisesolarproject.com
- ER/SIS partners with [American Farmland Trust](#) and [Reactivate](#) on the Farmers Powering Communities initiative to site community solar projects using Smart SolarSM principles
 - In New York and Illinois, three 6.25 MW solar development projects are underway, with land control and queue positions secured. Four additional

projects have lease options in negotiation. An additional 18 projects are in the queue at the vetting stage of feasibility assessment.

- [Smart SolarSM principles](#), developed by American Farmland Trust, are used to guide solar projects to meet three main, equally important goals: (1) safeguarding land well-suited for farming and ranching, (2) strengthening farm viability, and (3) accelerating solar energy development.
- Webpage: fpc.community
- Prior to joining ER, David Absher, Chief Development Officer, was with Toyota for 37 years and has oversaw the development of projects in the small to utility scale range.
 - Toyota Motor North America headquarters, Plano, TX
 - Size of project: 8.9 MW_{AC}
 - Long span mount atop parking garages. No storage. Used on site & exported through ERCOT. Time of Build: 2016
 - Toyota Motor North America, Virtual Power Purchase Agreement (VPPA) and Direct Power Purchase Agreement Projects
 - Size of Projects: 981 MW_{AC}
 - Multiple locations, including KY, WV, AL, MS, TX, MI, CA.
 - Time of Build: 2016 through 2025
- Tim Hennessy, Chief Engineer, has extensive experience developing federal government related Build America, Buy America (BABA) projects, including:
 - Project located on Arizona/New Mexico border
 - PV+BESS 543MWp and 1100MWH connected at 345kV via a ringbus configuration
 - Project build - 2005/6/7
 - Yield - 2080kWh/kWp
 - Project objective was to firm up using a 16hour strip, the PV energy at a 400MW_{AC} POI

ER/SIS will bring lessons learned and best practices from these projects forward to serve as a strong, local partner to LFUCG, exhibiting a shared premium placed on being a good business partner within our shared community.

Interconnection & Regulatory Experience

As a successful originator and development services provider, the ER/SIS core team has experience with a range of utilities and regulatory bodies, including permitting and the

negotiation of interconnection agreements. Project team has advanced renewables energy projects in the following markets:

- Louisville Gas & Electric – Kentucky Utilities (LG&E-KU)
 - Originated and advancing the Paradise Solar Project (113 MW_{DC} solar in Muhlenberg County, KY)
 - Status: interconnection agreement pending with Kentucky Utilities, full permitting process underway on reclaimed coal mine site
- Tennessee Valley Authority (TVA)
 - Developed 52 MW_{DC} solar project (David Absher)
- PJM Interconnection (PJM)
 - Originated Martin County Solar Project (250 MW_{DC} solar in Kentucky)
 - Developed Black Rock Wind (52 MW_{DC} wind in West Virginia; David Absher)
- MISO:
 - Developed Wildflower Solar (110 MW_{DC} solar in Mississippi; David Absher)
- Southern California Edison (SCE)
 - Advanced BESS project with PV in California (Tim Hennessy)
- Tucson Electric Power (TEP)
 - Advanced PV and BESS in Arizona and New Mexico (Tim Hennessy)
- Tri-State Utilities
 - Advanced Multiple PV projects in Georgia (Tim Hennessy)

Edelen Renewables and Social Impact Solar LLC (ER/SIS) are familiar with navigating the Kentucky Public Service Commission (PSC) and Kentucky Siting Board to gain required approvals for renewable energy projects. This includes establishing industrial revenue bonds and payment in lieu of tax (PILOT) mechanisms to create local economic value.

Successfully Permitted Kentucky Projects (Edelen-contracted portion):

- Martin County Solar Project. 200MW. Local government support secured. State Siting Board approved. Negotiated and executed IRB/PILOT.
- Blue Moon Solar Project. Harrison County. 125MW. Local government support secured. Planning and Zoning approved. State Siting Board Approved. Negotiated and executed IRB/PILOT.
- Bright Mountain Solar Project. Perry County. 85MW. State Siting Board approved. Negotiated and executed IRB/PILOT.
- Stonefield Solar Project. Hardin County. 100MW. Planning and Zoning approved. (Edelen not contracted at present for State Siting Board or IRB/PILOT). Project pending in litigation at present.

- Starfire Solar Project. 200-800MW. Breathitt, Knott, Perry Counties. Local government support secured. State Siting Board approval and IRB/PILOT approved.

Navigating Regulatory Processes

Additionally, the ER/SIS team has navigated the permit and evaluation processes of developing on a landfill. David Absher, Chief Development Officer, has direct experience with navigating development on landfill property, having initiated and managed a landfill gas recovery and power generation system as well as power distribution and delivery system through a 7.5 mile right of way at the Scott County Landfill in Kentucky.

Additional information on the HPSP approach to regulatory compliance is included in the Interconnection and Environmental Compliance sections below.

2. Project Configuration and Technical Details

Photovoltaic Array

ER/SIS proposes a **67.4 MW DC** project installed at the site as indicated in the basic proposed layout shown. The layout may change as the project progresses and changes are made to the final design

The indicative project design is contingent upon final capacity available on the selected utility lines and systems. Any revisions to the indicative project will require remodeling of the design and financial models. The indicative design for the project is based on an effort to optimize the overall utilization of the space available, including targeting a high utilization rate of the closed cell areas.

Schematic

The Haley Pike Landfill is approximately 687 acres located primarily in Eastern Fayette County and Clark County. The landfill has two closed and capped cells (Area A closed/capped in early 1980s and Area B closed/capped in 2014) and three permitted but unused cells (Areas H, I, and J).

ER/SIS understands that several areas are not available for use and has proposed a site layout to reflect the specifications of the available area.

This project is a **reuse/repurpose project** aiming to provide maximum utilization of the capped landfill cells (Area A & Area B), and an optimized solution for the landfill areas overall. ER/SIS has proposed an indicative layout that places **34.45% of the total array on**

capped landfill Area A and Area B. This signals directly to LFUCG's request for a 25-33% utilization rate of the capped area.

Our analysis shows this utilization is the maximum capacity for the closed cell landfill footprint (Areas A & B). Further study will determine the final ratio of arrays to be placed on the capped and other areas, based on financial outcomes and evaluations that consider yield, capital cost, available tariffs, and current offtake markets available.

Any factor that changes design based on utility system capacity, KEEC/KDWM input regarding design restrictions on the landfill, or other factors as they become known, may affect final design and percentage of capped area used.

The ER/SIS proposal for the Haley Pike Solar Project will utilize Areas A, B, C, D, E, H, I, and J. No activities are planned for Area F, G, K, L, M, or N.

A series of tables and images is provided to further illustrate the HPSP commitment to clarity and compliance.

Table A: HPSP Area Breakdown table to crosswalk known areas to proposed for utilization.

Haley Pike Solar Project Area Breakdown – Annotated for Proposed HPSP Purpose				
Area	Name/Use	Approx. Acres	Note	Proposed Usage for HPSP
A	Closed Cell	53	Required to be used for PV Array Lease	Area A: 53 of 53 used for solar
B	Closed Cell	105	Required to be used for PV Array Lease	Area B: 70 of 105 used for solar
C	Unused	39	Available for PV Array Lease	Area C: 39 of 39 used for solar and array substation
D	Leased - Model Airplane Club*	68	Available for PV Array Lease *LFUCG will be expanding operations in area L. This will reduce the available acreage in area D by 5 -10 acres	Area D: 58 of 68 used for solar (utilization acknowledges reduced availability)
E	Unused	6	Available for PV Array Lease	Area E: 6 of 6 acres used for solar
F	Unused*	15	*LFUCG will be expanding operations that will most likely incorporate this area.	Area F: 0 of 15 acres used for solar to allow for LFUCG future use
G	LFUCG Spray field	59	This area is currently used for LFUCG spray fields. Only available for PV if the cost to relocate those operations is borne solely by the Developer.	Area G: 0 of 59 acres used for solar
H	Permitted unused cell	20	Available for PV Array Lease	Area H: 20 of 20 acres used for solar
I	Permitted unused cell	69	Available for PV Array Lease	Area I: 69 of 69 acres used for solar
J	Permitted unused cell	42	Available for PV Array Lease	Area J: 42 of 42 acres used for solar
K	Wetland/Leachate System	20	LFUCG Operations - Not available for Lease	Area K: 0 of 20 acres used for solar
L	Scale House - LFUCG Operations	11	LFUCG Operations - Not available for Lease	Area L: 0 of 11 acres used for solar
M	Leased - Creech	32	Leased - Not available for Lease	Area M: 0 of 32 acres used for solar
N	LFUCG Mulch - Contractor operated	26	LFUCG Operations - Not available for Lease	Area N: 0 of 6 acres used for solar
O	Right of Way	21.5	Proposed ER/SIS-negotiated Right of Way (ROW #1: 20 acres, ROW #2: 1.5 acres)	Area O 21.5 acres used for ROW

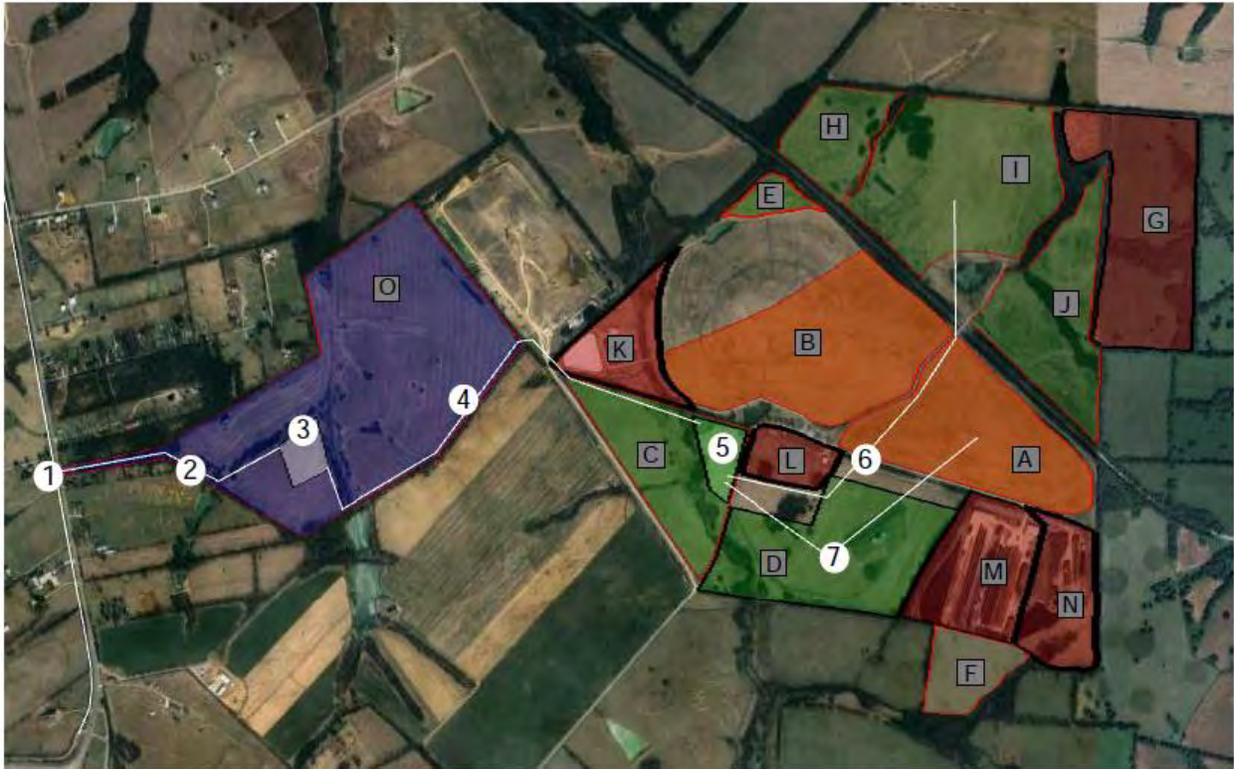
Table B: Utilization Rate for Landfill Cap Areas A and B, yielding an overall 34.45% utilization rate for reuse of the capped landfill. (Calculation: 53+70/357)

Haley Pike Solar Project Land Usage Calculations

	Size Acres	Avail. For solar	Used for Solar	Color Coding per LFUCG
Area A	53	53	53	50% usable for PV
Area B	105	105	70	50% usable for PV
Area C	39	39	39	90% usable for PV
Area D	68	58	58	90% usable for PV
Area E	6	6	6	90% usable for PV
Area F	15	0	0	90% usable for PV
Area G	59			Not usable for PV
Area H	20	20	20	90% usable for PV
Area I	69	69	69	90% usable for PV
Area J	42	42	42	90% usable for PV
Area K	20			Not usable for PV
Area L	11			Not usable for PV
Area M	32			Not usable for PV
Area N	26			Not usable for PV
	565	392	357	

% of A+B / overall solar	27.96%	40.31%	34.45%
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Image 1: Schematic of land use for HPSP, with notation of known areas.

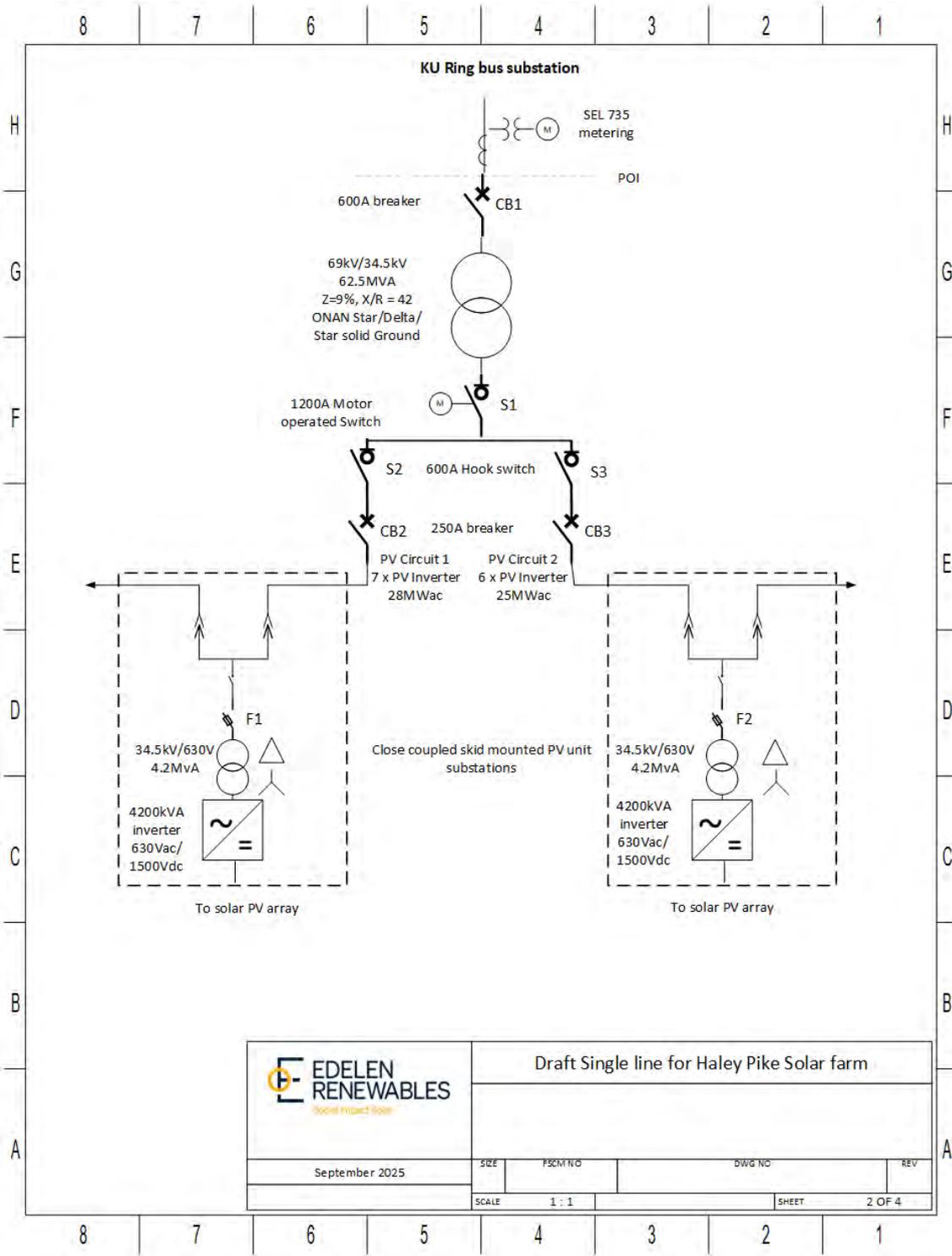


MAP KEY		
Marker	Component Type	Color Shading Code
1	Point of Interconnection (69kV line)	Purple: ER/SIS negotiated Right of Way Green: LFUCG designated 90% usable land for PV Orange: LFUCG designated 50% usable land for PV Red: LFUCG designated 0% usable land for PV No Color: where segments in project area are not shaded, no activities are planned to allow for LFUCG future use
2	Feeder to Switchyard	
3	Switchyard	
4	Feeder to Array Substation	
5	Array Substation	
6	Collection Feeder 1 to Arrays	
7	Collection Feeder 2 to Arrays	

Image 2: Photovoltaic panel layout developed in PVSyst. Layout includes both fixed tilt (shaded in black) and single axis tracker panel sections (shaded in red).



Image 3: Single Line diagram (SLD) of the engineering specifications for the system connection.



Right of Way

As developer, ER/SIS will acquire the easements and right-of-way (ROW) allowances required for the project. This includes a railway and land crossing for utility access:

- **Railway crossing:** A connector line will need to cross the CSX/RJ Corman rail line and ROW that bisects the landfill property. The project design accounts for the need to cross over the railway with necessary clearance. The agreement for the crossing will be made in negotiation with CSX/RJ Corman; ER/SIS welcomes LFUCG engagement with this process.

Image 4: Aerial image of the railroad crossing where wires already cross the railway. Intention is to cross HPSP lines at this crossing, respecting the existing right of way.



- **Right of Way to Utility Access:** Negotiations with a commercial landowner are underway to secure a right of way for interconnection. The approach will ensure connection to the utility line.

Image 5: Right of Way to utility point of connection line (shaded in yellow); the box outline represents the Switchyard to be constructed (i.e., marker #3 depicted in Image 1).



Equipment and Design

The following general materials will be supplied to the project site for construction:

- Miscellaneous steel
- Support steel posts
- Components (nuts, bolts, clamps, etc.)
- PV modules
- Fixed tilt, trackers and racking equipment and components (See Appendices A, B, and C for specifications)
- DC cabling and combiner boxes
- DC junction boxes
- AC cabling
- Power centers, including inverters (See Appendix D for inverter specifications)

- Electrical switchgear
- Transformers
- Remotely accessible data acquisition system
- All materials related to drainage required by the civil engineering plan
- All electrical conduit and junction boxes
- Concrete equipment pads
- Communications structure or fiber runs

Racking Systems

Our plan will be engineered in coordination with the Kentucky Division of Waste Management (KWWM) and other agencies to not inhibit the current function of the landfill. Any racking systems and or other development that require ground penetration will be carefully designed and coordinated to avoid sensitive areas.

- Borrow Areas/Permitted Future Landfill/Vacant Land: The non-capped areas will use **single axis tracker panels** and a **traditional solar tracking system** designed to maximize yield. A single axis tracking system is a tracking system for solar panels where the pivot of the photovoltaic support structure is installed parallel to the surface. Environmental testing will be conducted to determine the best method to support the trackers (piles or screws, etc.). For more information on the tracking system, refer to Appendix A.
- Closed Cell/Capped Areas:
 - The capped areas will utilize **fixed tilt panels** with a **ballasted racking system** designed to avoid surface penetration; this is the accepted method for landfill solar design. For more information on ballasted racking, refer to Appendix B and C.
 - The system on the capped areas will utilize above-ground cabling systems that do not require ground penetration. Multiple manufacturer systems will be analyzed for incorporation into the design.

Landfill Cap & Transportation Plan

To preserve the integrity of the landfill cap, Areas A and B will use ballasted supports for the solar structures, which are non-penetrating. Fixed tilt ballasted racking will be utilized for all capped areas. Appendices B and C provide proven examples of equipment for fixed tilt ballasted racking. Cabling to connect the arrays will be laid in above-ground cable trays/conduits to link to combiner boxes and central inverters which will be mounted atop the capped areas. This approach preserves the capped area landfill seals.

To limit uncontrolled access, the total area on which the solar modules are installed will be fenced. Any fencing near the closed cell areas will be held to the perimeter (i.e., bottom of grade to skirt the base to avoid puncturing the membrane). Detailed designs will consider the access, spacing, water management/drainage and performance (e.g., north facing slopes to be avoided).

Construction practices for the capped areas will require a specific method. Capped areas will require preassembly of racking and long boom crane placement on or close to locations with onsite assembly at the capped area. Maximum load bearing studies will determine what vehicles can be used onsite and ballasted foundations will be placed and poured onsite using primarily manual or small load means.

Moving some devices, panels, etc., will be necessary and our EPC will utilize light equipment to ensure there is no damage to the capped landfill areas or methane vents. For example, installers may utilize small trailers with a 1,000-pound limit towed by offroad ATV vehicles both equipped with floatation tires. Refer to Appendix E for sample images protective measures for placing and moving equipment on landfill cap.

Storm Water Management & Erosion Control

As referenced in the Water Quality Management Fee section in the Finance section, below, ER/SIS will comply with the Water Quality Management Fees ordinance ([Article 16](#)), including adhering to the LFUCG finding that the fee is applicable. Per the Haley Pike Landfill Potential Reuse for Utility Scale Solar Report's noted concern for potential stormwater impact to the site, stormwater management and monitoring through and following the installation of PV panels will be a focus.

The project design will account for stormwater management to ensure adequate surface water runoff management and that established features within the water quality management area, including Wetland Treatment System, are maintained appropriately.

Erosion Control

Erosion control at the panel drip line will be evaluated. Vegetation and drainage systems, with consideration of retaining integrity of the cap membrane will be introduced. Strategies may also include using non-vegetative controls like gravel, erosion blankets, or specialized ground covers beneath the drip lines. This control plan will be determined in the final design phase.

Vegetation Management

The HPSP will focus on low growth vegetation to complement the solar array functionality. Vegetation and habitat considerations will also be informed by agrivoltaics opportunities further described in Section 5 of this proposal.

ER/SIS will conduct an assessment of current vegetation in place to determine if onsite plants qualify as low growth. Site visits appear to indicate the current vegetation is low growth and typical vegetation management is sufficient for the site. If adequate, the current low growth vegetation will be left in place in order to reduce ground disturbance. If the vegetation currently in place is adequate, ER/SIS will request the details of the current vegetation management plan in place with LFUCG and will adopt the plan currently approved and in place for vegetation management, and to be confirmed confirm with other authorities having jurisdiction (AHJs).

For the **Borrow Areas/Permitted Future Landfill/Vacant Land** areas of the site, where suitable low growth vegetation is not present, or the current vegetation is not adequate, native plants, pollinators, and potentially grasses suitable for grazing will be utilized. These sections will facilitate revegetation to complement solar array productivity and may further Comprehensive Plan goals and outcomes (e.g., Theme B: to protect, conserve, and restore landscapes and natural resources).

The **Closed Cell** areas of the landfill will not be replanted unless the vegetation declines due to weather conditions or other factors that may cause a decline in the health and cover of the current vegetation in place. The developer aims to avoid disturbances to the capped areas, including the slopes.

Methane & Leachate Management

The methane vents at the landfill are subject to quarterly monitoring. For example, in Area B, there are 97 methane vents onsite (located approximately every 100' in an offset triangular pattern). HPSP will be designed and constructed to not impact the existing landfill gas collections system. Construction phase will account for navigating around and securing all vents, including safety protocols.

The wetland leachate system (Area K) nor spray field (Area G) will be developed for solar. Monitoring already required and in place will track any impacts which will be addressed and mitigated.

Site Access Control

ER/SIS understand that LFUCG and multiple contract operators will continue to have active operations at the HPLF facility. Any project fencing or other infrastructure installations will be designed to allow for routine access for landfill permit compliance activities.

- Fencing:
 - Additional fencing will be added to limit access to the PV areas
 - All fencing plans will be proposed to LFUCG and will be designed to provide ongoing site access for LFUCG for all required testing and activities.
 - Agrivoltaics/grazing fencing and gating will be considered.
 - Per National Electric Code (NEC) requirements, fencing standard for solar arrays and will be installed (i.e., six-foot chain link with three strings of wire at the top)
- ROW setbacks:
 - As shown in Image 4 (above), the tree line generally marks the railroad ROW and will be left intact.
 - Required railway setback areas are accounted for in the HPSP layout.
- ER/SIS will work with the LFUCG to secure site control at HPLF:
 - The mechanism may entail a written contract or land lease, as negotiated with the City.
 - A special purpose entity (SPE) will be established to hold ownership of the project (i.e., the infrastructure which sits atop the LFUCG-owned land).

Public Service Commission Approval and Interconnection

The developer's intention is to submit the Haley Pike Solar Project for review with the utility as either a Large Qualified Facility or a wholesale power market participant. Determination will be made upon utility system capacity available and market availability for each potential option. The interconnection process will include several key phases:

- Formal Generator Interconnection (GI) analysis by utility,
- Application to Federal Energy Regulatory Commission (FERC) for Large Qualified Facility status – FERC 556 application, if necessary, and
- Transmission Service Request (TSR) application or similar as required by utility.

The project will follow KY Public Service Commission (KPSC) processes to engage the Kentucky Siting Board and the requirements broadly defined in KRS 728 and specific requirements detailed in “Electric Generation and Transmission Siting.”

Utility and permitting approvals

- **Certificate of Public Convenience and Necessity (CPCN):** ER/SIS will file for a Certificate of Public Convenience and Necessity (CPCN) with the Kentucky Public Service Commission (PSC). The PSC is responsible for approving the construction and operation of major new energy infrastructure.
- **Site Compatibility Certificate:** ER/SIS will determine if a Site Compatibility Certificate is necessary before we approach the PSC.
- **Interconnection agreements:** ER/SIS will work with the local utility to establish an interconnection agreement for connecting the solar facility to the power grid. The firm has experience and existing relationships with the utilities in question and with the interconnection process, as summarized in Section 1 of this proposal.
- **Local ordinances and zoning:** ER/SIS will ensure that the project complies with applicable county or city-adopted solar ordinances. The project will need to be approved by the local planning and zoning commission.
 - The landfill property will need to be rezoned for use other than landfill, per the feasibility report’s PV evaluation, solar farms would be permitted. ER/SIS will partner with LFUCG to navigate this process.
 - Fayette County is currently reviewing zoning rules via a Zoning Ordinance Text Amendment (ZOTA) to regulate solar energy systems. The current proposal prohibits large-scale, ground-mounted solar farms (i.e., over 5 acres) Agricultural-Rural zones. Although the Planning Commission has approved language banning industrial-scale solar in agricultural zones, the full ordinance has not yet been finalized, and ongoing workgroup discussions are in process to refine the terms (e.g., limits, vegetative cover, land management plans). As the HPSP is a **reuse/repurpose project on a brownfield**, it is the developer’s view that this potential restriction will not apply.

Post-Construction Monitoring & Safety Measures

The firm and engaged contractors will establish standards and expectations regarding workplace injuries and incidents. ER/SIS considers only one standard to be acceptable:

zero injuries in all facets of our business and the firm requires the same from subcontractors.

The Safety Management System provides the tools to integrate safety into work planning and execution throughout the organization and on all projects, the system entails:

- A Safety Policy that establishes vision and values,
- Safety Principles that guide decisions, planning and work performance,
- Safety Standards that are set forth in the Health & Safety manuals for operations, construction, maintenance and offices, and
- Safety Plans and Procedures that include site-specific safety plans, safety improvement plans for all plants and projects, and manuals tailored to site-specific safety programs.

ER/SIS follows a cycle of continuous improvement through planning, implementation, performance, measurement, assessment and improvement.

Based on established processes and procedures, ER/SIS fosters a safe working environment through training, communication and quality execution. The firm works closely with customers/clients to solicit feedback and has/will integrate “lessons learned” into all projects and safety programs.

ER/SIS will select an EPC firm that will issue a safety control plan for the construction work at the site. ER/SIS and our partners will assume responsibility for contractors and will supply LFUCG with the safety plan.

System Design Considerations for Arc Hazard Control & Ongoing Safety

All electrical engineering design shall meet applicable codes and standards and the requirements of the interconnecting utility. Specific considerations:

- The engineering and design include the appropriate sizing and cabling (above and below ground) that will connect all applicable equipment to the point of interconnection.
- The Plant electrical system shall be designed for electrical system losses on the DC wiring system to be no more than 2 percent and losses on the AC wiring system no more than 2 percent.
- All DC disconnects at the inverter(s) and combiner boxes shall include a visible gap when in the open position.
- All protection equipment used throughout the system shall be sized and specified to reduce damage to all components to the utility interconnection point in the event of electrical failure.

- The electrical design shall include the design of equipment grounding and lightning and surge protection for the entire Plant Site.
- A comprehensive surge protection system and a lightning risk assessment will be provided.
- The results of the lightning risk assessment will be the basis for determining the extent of the lightning protection system (LPS) that is required.
- An arc flash study shall be performed per IEEE 1584.
- All communications hardware and software required for system protection and remote monitoring and control will be specified to consider remote access and monitoring.
- All monitoring and communication supplemental equipment and cabling shall be designed and specified.

The developer will work with the landowner (LFUCG) and contracted EPC to confirm details of construction materials and safety requirements.

Response to Electrical Hazards

All types of fault monitoring are typical for a PV system of the scale proposed. The operations and maintenance entity contracted by ER/SIS for the HPSP will conduct live and automated monitoring. Specific measures include:

- O&M entity will oversee emergency response plan and will provide a copy of the plan to LFUCG, with notification to Fire Marshall.
- Reporting of arc faults, electrical interruptions, or departure from standard operating range values will be constantly monitored via Self Contained Automated Data Acquisition and Reporting systems that are typical of PV systems. A remote notification system will notify operations managers of any non-normal events or departures from normal operations.
- System design will adhere to industry standards throughout design and operations and training shall be required for operations to meet all codes and standards.

Protection Design Methods

In accordance with professional practice, adherence to regulations and codes, the electrical system and equipment design and selection consider the likelihood of unforeseen events causing damage or injury. In solar plants Arc Faults warrant specific consideration. An arc flash study shall be performed per IEEE 1584.

Additionally, the following seven (7) protection design methods greatly mitigate such events occurring:

1. Zone selective interlocking (ZSI)
2. Differential relaying
3. Energy-reducing maintenance switching with a local-status indicator
4. Energy-reducing active arc flash mitigation system
5. An instantaneous trip setting. Temporary adjustment of the instantaneous trip setting to achieve arc energy reduction is not permitted.
6. An instantaneous override
7. An approved equivalent means with the local authority having jurisdiction (AHJ)

NFPA 70E ARC Flash Training

All site operators and HPSP staff shall have been trained in accordance with NFPA 70E ARC FLASH requirements along with electrical equipment service, emergency response and treatment, CPR, Contact release, tools and equipment including PPE. Safe working conditions and practice, tagging and lockout procedures form a critical part to the safe site operations. Training references:

- OSHA 29 CFR 1910 – General Industry
 - 29 CFR 1910.269 Subpart R – Special Industries
 - 29 CFR 1910.269 Subpart S – Electrical, General Industry
- OSHA 29 CFR 1926 – Construction Industry
 - 29 CFR 1926 Subpart V – Electric Power Transmission and Distribution, Construction
- ANSI Z535 – Series of Standards for Safety Signs and Tags

Project Timeline

Table C: Haley Pike Solar Project Development Timeline

Action	Estimated Timing
Public announcement of intent and filing of public-private unsolicited proposal to LFUCG	July 2025
Public review and comment period	September 2025
LFUCG Notification to ER/SIS	Below dates assume notification in September 2025
<ul style="list-style-type: none"> • Contract signed (ER/SIS-LFUCG) • Finalize project development timeline • Capacity and process discussion with Utility • Secure right of way with landowner & railway 	Project Month 1: October 2025

	(i.e., Proposal Acceptance Date + 1 Month)
<ul style="list-style-type: none"> • Utility capacity analysis • Prep for Generation Interconnection (GI) and Transmission Service Request (TSR) & Qualified Facility application w/ FERC (if applicable) • Additional economic analysis based on any feedback from LFUCG that impacts design/economics • Preliminary construction plans 	Project Month 2: November 2025
<ul style="list-style-type: none"> • Project design completed (80%) • Confirm permit requirements: <ul style="list-style-type: none"> ○ Secure opinion from the KDWM on use modification. If required, submit “Application for a Major Modification” ○ KPDES Permit review to confirm no impact to WTS • Safe Harbor plan <ul style="list-style-type: none"> ○ Prep material order sequence ○ Ordering material and active preliminary construction work • Confirm state requirements – KPSC, siting, etc. 	Project Month 4: January 2026 <i>GO/NO GO DECISION PERIOD</i>
<ul style="list-style-type: none"> • Continue permit sequence • Confirmation of design plans with LFUCG • Initiate Civil Work – fencing, lighting, etc. 	Project Month 5: February 2026
<ul style="list-style-type: none"> • Construction final planning & kick-off • Interconnection Agreement with Utility 	Project Month 8: May 2026 (construction term estimated at 18 mos.)
<ul style="list-style-type: none"> • Project substantially completed (90%) • Interconnection completed • Final inspections completed • Permission to operate (PTO) granted 	Project Month 26: November 2027
<ul style="list-style-type: none"> • Commercial Operation Dated (COD), anticipated • Punch list corrections 	Project Month 27: December 2027
<ul style="list-style-type: none"> • Operations & Maintenance begins at COD • Initial Term begins (21 years, begins at COD) 	Ongoing from Project Month 28: January 2028 through January 2049
<ul style="list-style-type: none"> • Subsequent Terms, optional: Up to two (2) 7-year extensions (35-year total lease period). Subsequent 21-35 years. 	2049-2063

Investment Tax Credit Timelines

The proposed project development timeline incorporates milestones that are necessary to meet current guidelines to achieve Investment Tax Credit (ITC) Safe Harbor as of September 2025. Safe Harbor requirements are for continuous construction beginning July 2026 or full project completion by December 31, 2027. To preserve options, the project timeline accounts for either of these tracks to qualify for full ITC.

Operations and Maintenance Plan

Ongoing operations and maintenance (O&M) will be provided by contractors engaged by ER/SIS. The broad items for O&M are listed below. This is not comprehensive but covers major items and is based on both National Renewable Energy Laboratory (NREL) benchmarks and agreed upon industry standards.

Local contractors will be engaged to perform vegetation maintenance on the property on an ongoing basis. Every effort will be put forth to identify, engage, and select local subcontractors that employ local workers on the operation, maintenance, security, and land management of the HPSP.

It is understood that the required Performance Bond will be established to ensure operations and maintenance are being conducted at a high standard which will ensure that the project will be capable of producing the energy output expected. Developers will commit to an industry-standard operations and maintenance plan for the HPSP that is designed for a P50 median yield over the period of the contract; further detail can be provided in a PVSyst report.

Table D: Operations and Maintenance Table (activities, frequency)

	Activity	Frequency
1	PV modules cleaning	Biannually
2	PV Inverter testing, protection, fuses, capacitors control	Annually
3	Tracker motors and control testing	Annually
4	DC cable checks sample tests (Pass through string samples)	Annually
5	Grounding inspections and tests	Annually
6	I-V curve tracing per Inverter	Annually
7	Protection (transfer/trip) / High POT – MV (per utility req.)	Every 3 years
8	Plant visual inspections/=hot spot	Biannually
10	Control system / testing, communications/weather stations	Every 3 years

11	Metering	Every 2 years
12	General PV plant: fencing/vegetation clearance, maintenance	Biannually
13	Reporting	Quarterly
14	Compliance/training/updates/ Health and safety	Annually

Decommissioning Plan & Bond

A formal decommissioning plan will be incorporated into the final LFUCG lease documents. The generation system will be decommissioned and dismantled following the end of the lease period, or the end of its useful life.

General decommissioning considerations:

- The KY Division of Waste Management (KDWM) requires a plan for the proper management and disposal of solar panels at the end of their lifecycle. The HPSP decommissioning plan will address this, and all relevant issues related to the end of service life of the solar array and related equipment.
- Unless otherwise requested by the LFUCG, the decommissioning plan shall, at a minimum, include plans to: remove all above ground facilities; remove any underground components and foundations of above-ground facilities to a depth of three (3) feet below the surface grade of the land in or on which the component was installed; return the land to a substantially similar state as it was prior to the commencement of construction; leave any interconnection or other facilities in place for future use at the completion of the decommissioning process.
- There are no exemptions to the removal of infrastructure added.

A **decommissioning bond** will be secured at a value equal to **\$0.045 per watt of installed watts DC**. The current modeled design is 67,460,000 watts DC (67.46MW_{DC}). If this design were to be the final design, the accompanying bond would equal 67,460,000 W_{DC} X \$.045/w = **\$3,035,700**.

3. Financial Summary

The estimated cost of the Haley Pike Landfill Solar Project is expected to fall within the general costs for this region of the United States. ER/SIS will source a real asset, climate-technology-focused infrastructure financier to support the project. ER/SIS and our development partners will develop a special purpose entity (SPE), to manage project

development. The entity will likely be incorporated as a limited liability corporation (LLC) to manage project administration as the partner entity to collaborate with LFUCG.

Developer Financial Model Description

The financial model used to qualify the project incorporates a detailed financial projection of the production, expected capital costs, revenues, expenses, and tax implications to assess the financial feasibility of the project. The model accurately projects the capital costs of the project on a monthly basis through predevelopment, construction, and post-construction. The combination of the revenues, expenses, and tax benefits are used to ensure that these capital costs can be paid for with industry-standard returns.

Production Calculation

The entire project is accurately modeled in PVSyst, an industry standard design and production calculation software. Given the layout and location of a given project, PVSyst projects the expected solar production over all **8,760 operating hours in a year**. This projection is then inputted into the model along with industry-standard degradation assumptions to yield the expected solar production for every month over the lifespan of the project.

Capital Costs

The model incorporates assumptions for costs to developer as:

- Predevelopment costs such as permitting, engineering, and equipment deposits,
- Construction costs such as the equipment (modules, racking, inverters, transformer/switchgear), interconnection costs, land costs, and any other project-specific costs which are expected, and
- Post-Construction costs such as the payment of fees, legal costs, performance bond, and decommissioning bond.

All these costs are paid on a monthly schedule which allows the model to calculate both the expected construction interest costs and the financial return which the project is expected to provide.

Revenues

This project assumes revenues to the developer from two sources: power sales under the tariff and the sale of Renewable Energy Credits (RECs).

Expenses

The developer's expenses include payment in lieu of taxes (PILOT) for the property tax,

insurance, operations and maintenance cost, lease expenses, and the funding of accounts to pay for the eventual replacement of the inverters in year 15, and for the provision of miscellaneous spares and parts through the lifecycle of the project.

This project will qualify for Investment Tax Credits (ITC), and the ITC plays an integral role in the financials of the project.

Project Cost Overview

The total project capital cost is estimated to be \$88,483,800 which includes the performance and decommissioning bonds as well as reserves for inverter replacement and spares. Renewable energy certificates (RECs) will be retained by the project company and monetized, as required for the project to achieve the desired returns. (Note: LFUCG may purchase RECs, as an option.)

Table E: Estimated Haley Pike Solar Project Costs by Category

Category	Gross Cost	Cost per Watt dc	Fraction of Total
Land Fees	\$197,601	\$0.003	0.22%
Permits	\$819,293	\$0.012	0.93%
Interconnection	\$7,643,016	\$0.113	8.64%
Engineering	\$1,272,999	\$0.019	1.44%
Construction	\$63,322,537	\$0.939	71.56%
Financing	\$10,275,909	\$0.152	11.61%
Fees	\$1,348,620	\$0.020	1.52%
Misc	\$3,603,824	\$0.053	4.07%
Total	\$88,483,800	\$1.312	100.00%

Revenue to LFUCG

Over the initial project period of 21 years (2028-2049), significant revenue will accrue to Lexington Fayette Urban County Government:

- **Estimated Revenue to LFUCG: \$2,261,944 over the initial 21-year project period**
- Delivered as an estimated **\$107,712 annually** for 21 years via a land lease payment, Water Quality Management Fee, and Payment In Lieu of Taxes (PILOT).

The overall per acre payment paid to LFUCG is proposed as **\$301/acre**. ER/SIS is open to negotiation with LFUCG to settle on a mutually agreeable rate and breakdown. This could

include some balancing between three revenue streams envisioned (Water Quality Management Fee, PILOT, and Lease Rate) to deliver equivalent value to LFUCG of approximately \$301/acre.

Table F: Summary of Revenue Sources for LFUCG via the HPSP proposal

Revenue Type	# of Acres Leased	Revenue per Acre	Revenue per Month	Total Revenue Annually
Water Quality Management Fee	357	\$122.18	\$3,635	\$43,617
PILOT (\$500 per MW @ 67.5)	n/a	\$94.54	\$2,813	\$33,750
Lease rate per acre (\$85/acre)	357	\$85.00	\$2,529	\$30,435
TOTAL =		\$301.71	\$8,976	\$107,712

ER/SIS anticipates requiring **357 acres** for the HPSP. Three revenue streams to LFUCG are envisioned, as follows:

Land Lease Revenue

- Land Lease Payment: **\$30,345 annually** over 21-year project period
 - Whereas the feasibility report suggests a \$500-800 lease rate, an alternate lease rate is suggested based on review of equivalent land values.
 - Proposed rate: \$85/acre per year for 357 acres.
 - Sources to corroborate proposed lease rate:
 - \$25/acre on unimproved ground. Source: University of Kentucky, ANR Agent Land Value and Cash Rent Survey AEC 2018-90. Available: <https://agecon.ca.uky.edu/files/kycashrentnew.pdf>
 - \$25.5/acre for pastureland. Source: US Department of Agriculture, Land Value and Tenure 2024. Available: <https://www.ers.usda.gov/topics/farm-economy/land-use-land-value-tenure/farmland-value/>
 - Additionally, there will be an option to extend for two (2) seven-years periods for an additional 14-year revenue stream.

Payment In Lieu of Taxes (PILOT) Revenue

- PILOT: **\$33,700 annually** over 21-year project period
 - Valuation of the proposed PILOT, subject to negotiation: \$500 per MW (67.4 MW_{DC}) for 21 years.
 - The ER/SIS viewpoint on the applicability of the PILOT is that the PILOT

opportunity is applicable to the HPSP. While the leased property is not subject to taxation and therefore would not be PILOT-eligible, the solar array infrastructure atop the leased land will be owned by a for-profit special purpose entity which will be subject to taxes, making the HPSP eligible for PILOT.

- Should the PILOT not be applicable, the Lease Rate will be adjusted to deliver equivalent value to LFUCG (i.e., \$301/acre).

Water Quality Management Fee Revenue

- Water Quality Management Fee with proposed area adjustment: **\$43,617 annually** over 21-year project period.
 - Per the RFP and LFUCG Code of Ordinances Chapter 16, Art. XIV, Sec. 16-402, LFUCG finds that photovoltaic panels meet the definition of Impervious Surface and that the Water Quality Management Fee should apply.
 - To account for the fact that the solar array includes both fixed and adjustable panels (indicated as “trackers”), the impervious surface calculation requires additional consideration. The proposed single axis (adjustable) panels are equipped with automated trackers to follow the sun for maximum efficiency. These panels are also scheduled to orient perpendicular to the surface at night when no irradiance is available for capture. Therefore, the adjustable tilt of the panels and the perpendicular positioning functionally decrease the overall amount of impervious surface. Therefore, to more accurately calculate impervious surface “area adjustment percentages” were calculated and proposed to inform square footage and the Equivalent residential unit (ERU) multiplier for the \$4.32 rate.
- Water Quality Management Fee calculation with proposed area adjustment: \$122.18 average fee per acre for 357 acres.
 - Details of the calculation are included in Appendix F: Water Quality Management Fee Calculations.

Deferred Expense

- LFUCG will enjoy deferred expense from eliminated mowing and ground management expenses on the Areas that will be developed for solar.
- ER/SIS will assume costs of grounds management as part system operations & maintenance.

Extended Expenses

- As an option, LFUCG may purchase Renewable Energy Certificates (RECs) to offset the LFUCG carbon footprint. ER/SIS and LFUCG may negotiate toward such a

purchase of a subset of the RECs made available through this project. Refer to the RECs section below for more information.

- No required new expenses are expected. For example, access to the site will be via currently existing and maintained roadways.
- Costs for operations and maintenance and insurance through the initial term of the project will be maintained by ER/SIS. The only new/future expenses for LFUCG would occur if LFUCG decided to negotiate ownership of the system (to capture residual values and/or re-power the system) after the initial project term, as an alternative to decommissioning proposed.

Economic Impacts to Lexington-Fayette County

In addition to direct revenue to LFUCG, the Lexington-Fayette County community will experience indirect economic benefits related to the project.

Based on an established commitment to Social Impact SolarSM, ER/SIS will make every effort to identify, engage, and select local subcontractors and unions that employ local workers on the construction, operation, maintenance, security, and land management to support the HPSP. Additionally, a series of local job fairs will be used to recruit and hire individual local laborers and electrical workers (outside of selected subcontractors) for the construction phase of the project. Job projections are estimated at **140 to 200 jobs during the construction phase** and **5 to 10 jobs during operational phase** of the project. During the construction phase of the project, LFUCG can expect an increase in consumer spending and therefore regional gross domestic product on account of the payroll expenditures associated with the project.

The project will be designed and permitted to operate as a Large Qualifying Facility (LQF) within the Federal Energy Regulatory Commission (FERC) and Kentucky Public Service Commission (KPSC) guidelines. As such, all costs to build the project will be borne by the developer and will have **no cost increase impact on the electricity service rates**. The rates for the power are ultimately determined by the Kentucky PSC. Solar facilities have the lowest levelized cost of power of any source of generation and have demonstrated solar is competitive with all other sources of generation.

Performance Bond

ER/SIS will provide a performance bond for the project to ensure Fayette County residents' interests are being met. The performance bond ensures that the project will be completed as designed and at the anticipated cost, and that the project will be operational and

efficient through the term of the lease. The performance bond becomes active at the start of construction.

The surety value of the performance bond ensures that the project will be delivered to a high standard (e.g., that the project will be completed in a timely fashion and generally meets performance as represented). Surety ensures LFUCG will have funds in place to reconcile any deficiencies or alternative resolutions, should such action be required. The cost of procuring this bond has been included in project development, and it will be provided in addition to a decommissioning bond.

Renewable Energy Certificates

A renewable energy certificate (REC) is a market-based instrument that represents the property rights to the environmental, social, and other non-power attributes of renewable electricity generation. RECs allow businesses and individuals to support renewable energy projects and claim to use renewable electricity, even if their physical location does not have renewable generation, by "unbundling" the renewable attributes from the actual electrons. RECs are issued when one megawatt-hour (MWh) of electricity is generated and delivered to the electricity grid from a renewable energy resource. Note: one (1) MWh of generated power equals one (1) REC.

The modeled Year-1 photovoltaic system (P50 – highest probability) output based on the current indicative design is expected to be approximately 167,367 megawatt hours (MWh) per year, therefore delivering **167,367 renewable energy certificates (RECs)**.

Based on the indicative design and modeled output **project should reduce greenhouse gas emissions measured by approximately 37,193 metric ton carbon equivalent (MTCE) per year** based on most recent (2023) Environmental Protection Agency (EPA) information. The HPSP system design will include metering that fulfills the requirements of accepted renewable energy certificate (REC) reporting and compliance.

LFUCG REC Strategy

If LFUCG has interest in the purchase of RECs to advance the Imagine Lexington Comprehensive Plan's net-zero goal and to potentially create cost-savings, ER/SIS will facilitate this exploration.

REC values are determined by the market value of the RECs specific to a given project, and the scale of the project. REC values and monetization of RECS are key components of the

current financial model at the indicative system scale. Any change in design that results in a smaller scale will likely result in increased REC cost value being necessary to achieve project financial viability.

Pricing as proposed:

- The currently assigned value for the RECs created by this project is **\$5-\$7 per REC**
- If desired, LFUCG can pursue RECs through various means. For example, a compensation plan such as a reduction in lease fee or other remedies to offset the value may be negotiated. Or, direct purchase is an option.

LFUCG may negotiate to acquire/purchase RECs. LFUCG will have the opportunity to acquire the RECs at an estimated cost of \$5.00 to \$7.00 per REC, or negotiate this as a displacement of the lease fee paid by ER/SIS to LFUCG. The agreed REC acquisition rate will be informed by the city's load and appetite for RECs (or otherwise capped at the number of available credits, estimated at 167,367 RECs). ER/SIS reserves the right to market any remaining RECs, after LFUCG has confirmed load and related interest in available RECs.

ER/SIS asserts that this is competitive pricing for LFUCG to consider. The RECs made available through the HPSP may be marketed as high-quality, locally created RECs, creating an intangible value in addition to the direct transaction (e.g., messaging about local brownfield reuse, demonstration purposes, etc.).

In addition to any RECs LFUCG may obtain, ER has established relationships with a network of large-scale, industrial and big data corporate partners that have an interest in partnering to offset their carbon footprints. Remaining RECs, therefore, may be structured with an additional renewable energy credit (REC) arrangement for any selected corporate partner(s).

The local hosting utility will likely be the offtaker of the power produced by the proposed solar array. ER/SIS is open to discussing additional options to the REC, such as Sleeved Power Purchase Agreements or Green Tariffs, as applicable, at terms equal to any other entity contracting for power under like arrangements.

Lease Terms

ER/SIS proposes \$85/acre for either of two potential lease term scenarios. The decision between options will be determined in collaboration with LFUCG at the outset of the project. These options are necessary for ER/SIS to fully explore the utility market to determine financial viability at the final design scale of the project based on the capacity

and market values of the utility system(s) we may be able to access, and as agreed by ER/SIS and LFUCG.

The options are:

- Option 1: A 21-year initial term with an option to extend for 7 years at the end of year 21 and an option to extend at the end of year 28, for a total potential lease period of 35 years, or;
- Option 2: A 20-year initial term with an option to extend for 5 years at the end of year 20, an option to extend at the end of year 25, and option to extend at the end of year 30, and an option to extend at the end of year 30, for a total potential lease period of 35 years.

The above proposed lease terms are proposed to match the KY Public Service Commission (PSC) tariff terms and PPA terms.

General timeline for term Option 1, as an example:

- Construction Term: Estimated at 18 months (targeting May 2026 start)
- Initial Term: 21 Years (begins Commercial Operation Date)
- Subsequent Terms: With up to two (2) 7-year extensions (35-year total lease period)

4. Environmental Compliance Haley Pike Landfill

The HPSP design team has considered active permits and best practices for landfill redevelopment. It is understood that LFUCG will remain responsible for overall compliance at the landfill, and concurrently, the HPSP core team will be committed to the project partnership and to ensuring the project does not interfere with compliance requirements.

General measures:

- The project team will work with LFUCG to ensure the solar project does not interfere with compliance obligations, including post-closure requirements.
- LFUCG staff will be engaged in the development process to ensure that compliance is maintained.
- Developer will obtain required approvals for permit modifications or any other required regulatory approvals from Kentucky Energy and Environmental Cabinet (KEEC) and Kentucky Division of Waste Management (KDWM).

- The Developer will be responsible for costs associated with approvals or required modification, inspections, or additional compliance measures required or recommended by KEEC or KDWM for operation of the solar facility at the Haley Pike Landfill.

Haley Pike Landfill active permits in consideration:

- Kentucky Department for Environmental Protection, Division of Waste Management (Solid Waste Permit #SW03400007).
 - Relevance: Pertains to regulation of closed landfill cells (Area A and Area B), potential future landfill cells (Areas H, I, J), mulch operations and spray field (Area G).
 - Permit revision required for Area A & B, H, I, and J. No usage of Area G.
 - ER/SIS in collaboration with LFUCG will submit a written request to the Division for Waste Management (DWM) detailing the requested changes (i.e., operational adjustment to allow for solar). The KDEP will determine if the modification is major or minor. In the case of a “major modification” finding, developer will submit the "Application for a Major Modification to a Solid Waste Permit" form ([DEP7016](#)) and provide supporting documents (drawings and calculations), and \$1,000 fee. ER/SIS understands that a major modification may require public notice and fees.
- Kentucky Pollutant Discharge Elimination System (KPDES Permit #KL0092100).
 - Relevance: Ensuring wetland treatment system permit requirements are met (e.g., leachate and water sampling, monitoring discharge in relation to limits).
 - HPSP will survey the Wetland Treatment System upgrades completed in 2024 and commit resources to ensure the addition of panels does not harm the system.
 - Engage LFUCG to understand how Water Quality Management Fee is used in relation to any in situ impact.
 - Should there be an extension in the monitoring period required by the new use of the parcels adjacent to the wetland treatment system, developer will partner with LFUCG to navigate revisions and compliance.

Summary of relevant environmental and landfill regulations

- **Coordination with the Kentucky Energy and Environmental Cabinet (KEEC):** The Kentucky EEC and its Brownfield program offer a full spectrum of resources to developers to help identify barriers and ensure governmental compliance on

redevelopment projects. ER/SIS will work closely with this organization and use these resources to guide and plan an effective strategy to move this project forward.

- **Coordination with the Kentucky Division of Waste Management (KDWM):** The Kentucky EEC's Division of Waste Management (KDWM) oversees landfill closure and post-closure care. The HPSP final design will not interfere with the long-term maintenance and monitoring of the landfill's final cover, ground water monitoring systems, or gas collection systems.
- **Update the post-closure care plan:** ER/SIS will partner with LFUCG to submit a revised post-closure care plan to the KDWM for approval. This updated plan will detail how the landfill will continue to meet regulatory requirements with the new solar infrastructure in place.
- **Environmental performance standards:** The final project design will comply with state environmental performance standards for solid waste site or facility permits, which are outlined in the Kentucky Administrative Regulations (KAR), specifically 401 KAR Chapters 47 and 48.
- **Solar panel disposal plan:** The KDWM requires a plan for the proper management and disposal of solar panels at the end of their lifecycle. The HPSP decommissioning plan will address this, and all relevant issues related to the end of service life of the solar array and related equipment.

5. Social and Educational Impacts and Initiatives

Edelen Renewables/Social Impact Solar LLC was the first to employ a “Social Impact Solar” approach to ensure communities that host projects are positioned to directly benefit from positive results and legacy impact. Edelen Renewables’ Social Impact SolarSM approach to renewable energy entails a three-pillar approach to ensuring projects deliver legacy, community-scale economic and social impact with a focus on local workforce development.

Image 6: ER branding reflecting service-marked approach and longstanding commitment to Social Impact pillars.



At the Haley Pike Landfill site, the ER/SIS team imagines several opportunities for LFUCG to activate additional, achievable projects to increase positive local social impact of the project. These include but are not limited to project messaging aligned to the LFUCG comprehensive plan, framing for demonstration projects, and educational and training opportunities for local citizens.

Past Participation in Community, Social, and Educational Programs

ER/SIS has a demonstrated track record of designing community benefit programs that authentically integrate local stakeholder input, create coalitions of education, workforce, and nonprofit institutions to remove barriers to employment and create measurable improvements to economic, environmental, and social outcomes.

Coal-to-Solar Workforce Development

To support solar development in rural communities, workforce development has been a focus for the firm. For example, as development service providers for the Martin County Solar Project, ER collaborated with local partners to provide training for fifty-seven (57) workers that led to one hundred-seventy-seven (177) industry credentials earned on a utility scale solar project in the rural Appalachian county with the lowest labor force participation rate in Kentucky. These credentials included OSHA-10, HAZWOPER-40, lead/asbestos/mold mitigation, CAT simulation, first aid/CPR/AED, and Northstar digital literacy. Creating transferable skills is an investment in the local workforce that opens doors for future employment opportunities.

To reach these high output workforce impact goals, ER built coalitions with the local Economic Development District, Community and Technical College system, workforce board, regional career center, local and regional nonprofits, and individual advocates

to identify barriers to employment and engagement for local workers, design localized outreach strategies, and increase participation in job fairs.

Furthermore, the first job fair for the Martin County Solar Project had over 500 attendees when local officials anticipated 50 attendees at best. These proven methods for building coalitions and partnerships that remove barriers and increase access to training, credentials, employment, and high-quality wages can be replicated to support local hiring on the HPSP. ER will utilize contract language with the selected EPC contractors to establish preferences and metrics for local hiring to ensure the project yields local and regional investment during construction of the project and once completed, the ongoing management of the site.

Catholic Diocese of Lexington - Net Zero Advisory Board

In April 2024, Bishop John Stowe of the Catholic Diocese of Lexington announced a “net zero” initiative to make the Lexington Diocese the first in America to adopt such a commitment. The diocese has 45,000 members across 59 parishes and 50 counties that span Central and Eastern Kentucky.

The taskforce is chaired by ER Founder and CEO, Adam Edelen, who assembled leaders in sustainability from Alltech, Solar Energy Solutions, Appalachian Regional Healthcare, Lexmark, and Boxcar PR to accelerate the Dioceses' goals, timelines and outcomes so that they will not only be the first Diocese in the world to make such commitments but also the first to bring those commitments to fruition.

Comprehensive Plan & Sustainability Contributions

The Haley Road Solar Project (HPSP) will help to advance the Imagine Lexington: 2045 Comprehensive Plan. The project is fully aligned to the LFUCG objective to pursue community-wide net zero greenhouse gas emissions by 2050 (Goal 2 in the comprehensive plan). Furthermore, Lexington's Race to Net Zero plan addresses the emissions portion of Empower Lexington, the city's overall sustainability plan. As a direct advancement toward these aims, the HPSP yields projected reductions of greenhouse gas emissions measuring approximately **37,193 metric ton carbon equivalent (MTCE)** per year for the lifetime of the project.

Not only does the HPSP represent a tremendous opportunity for LFUCG to strive toward the goal of net zero greenhouse gas emissions by 2050, but the project will also support implementation of or furtherance of additional Comprehensive Plan goals:

- **Theme A: GROWING AND SUSTAINING SUCCESSFUL NEIGHBORS**

- **Goal 2:** Support infill and redevelopment throughout urban service area a strategic component of growth.
- **THEME B: PROTECTING THE ENVIRONMENT**
 - **Goal 1:** Protect water resources by improving urban stormwater and sanitary sewer infrastructure
 - **Goal 2:** Identify and mitigate local impacts of climate change by tracking and reducing Lexington-Fayette County’s carbon footprint and greenhouse gas emissions, and commit to community-wide net zero greenhouse gas emissions by the year 2050.
 - **Goal 3:** Apply environmentally sustainable practices to protect, conserve, and restore landscapes and natural resources.
- **Theme C: CREATING JOBS & PROSPERITY**
 - **Goals 1 and 2:** Support and showcase local assets to further the creation of a variety of jobs AND attract a wide array of employment opportunities that encourage an entrepreneurial spirit and enhance our ability to recruit and retain a talented, creative workforce by establishing opportunities that embrace diversity, equity, and inclusion in our community.
- **Theme E: MAINTAINING A BALANCE BETWEEN PLANNING FOR URBAN USES AND SAFEGUARDING RURAL LAND**
 - **Goals 1 and 4:** Uphold the urban service area concept AND Protect Lexington’s invaluable rural resources and inform long-range planning for housing, infrastructure, community facilities, and economic development by finalizing on the work of the sustainable growth task force and the goal 4 workgroup...for determining long term land use decisions involving the urban service boundary and rural activity centers.
- **Theme F: IMPLEMENTING THE PLAN FOR LEXINGTON FAYETTE COUNTY AND THE BLUEGRASS**
 - **Goals 1, 2, and 3:** Engage and educate the residents of Lexington Fayette County in the planning process AND implement the 2045 comprehensive plan AND increase regional planning to ensure greater collaboration and stewardship of shared resources.

HPSP Social & Educational Programs

LFUCG, ER/SIS, and local education institutions and nonprofits will have the opportunity to frame the HPSP as an initiative to foster community accountability, civic engagement, and showcase Lexington-Fayette County leadership.

The HPSP team anticipates close collaboration with the LFUCG staff responsible for Environmental Quality and Public Works, Sustainability Program, Environmental Education

Program, Comprehensive Plan tracking, and potentially the communications team to deliver and message HPSP outcomes.

The HPSP also represents key collaboration opportunities to deliver Social Impact, including developing and messaging for best practices in land use, agrivoltaics, and local hires/training.

Land Use Best Practices

The proposed project is located 11.5 miles from downtown Lexington, making the site easily accessible for demonstration purposes. If the capacity and land allow, the proposed project will be one of the largest solar arrays installed on a retired landfill in the nation. This scale provides LFUCG the opportunity to demonstrate best-in-class emerging practices for developing brownfields to meet sustainability goals, generate revenue, and offset energy costs, while positioning local elected officials and economic development staff to demonstrate national thought leadership in the ongoing conversation about land use and development as the site is an easy drive for visitors to the downtown city offices.

Initial discussions with the Fayette County Public Schools (FCPS) Office of Innovation leadership have yielded a preliminary concept to introduce a HPSP student task force to potentially guide demonstration project design (informationally) and related messaging, with guidance provided by the ER Vice President of Social Impact. This task force may be called upon to support the programs detailed below.

Additionally, early conversations with the National Association of Development Organizations (NADO) and the National Association of Counties (NACo) note that landfill-to-solar models, like the Haley Pike Solar Project, are of high interest for their members' professional learning, case studies, and conference presentations, positioning our local leaders as national experts on brownfield development, land use, sustainability, and economic development.

Agrivoltaics

Agrivoltaics is the dual use of land for solar energy generation and agriculture. Edelen Renewables is partnered with American Farmland Trust on a separate initiative, titled Farmers Powering Communities, wherein best practices and implementation of agrivoltaics are deployed using national standards agreed upon by the agricultural sector.

As examples of agrivoltaic applications, a selected area within the HPSP layout may include the introduction of native species or grazing species, or the introduction of native pollinators.

Through the conceptualized student task force, the FCPS Office of Innovation has expressed interest to ER/SIS in identifying student leaders across academic and Career

and Technical Education (CTE) pathways – pulling largely from agriculture students at the Locust Trace Agri-Science Center and electrical pathway students at the downtown Hub for Innovative Learning and Leadership – to participate in co-designing potential demonstration project logic models, strategies and outcomes that create opportunities for the next generation of community leaders here in Central Kentucky. The Bluegrass Community and Technical College (BCTC) and additional higher education partners may also be engaged, in partnership with FCPS leaders, to form a coalition that removes barriers and creates access to opportunities for 16-to-25-year-olds interested in the emerging field of agriculture and energy.

Local Hires & Training

Edelen Renewables was the first to employ a “social impact” approach to solar development to ensure the benefits of solar investments are felt locally. In practice, this approach includes:

- Building coalitions of education and workforce partners to remove barriers and create training opportunities for the local workforce
- Intentional recruiting of local workers
- Prioritizing the hiring and training of local workforce to construct projects
- Payments in lieu of taxes tailored to each community’s needs
- Working closely with local stakeholders to create legacy projects that maximize community benefits that live beyond the life of the solar project

Leveraging our trademarked Social Impact SolarSM framework, ER/SIS is committed to recruiting, hiring, and preparing a local workforce to construct the HPSP through local partnerships with the Kentucky Career Center, Kentucky Workforce Innovation Board (KWIB), the Kentucky Solar Energies Industry Association (KYSEIA), BCTC, FCPS and local trade unions, such as LiUNa, International Brotherhood of Electrical Workers (IBEW), the International Union of Operating Engineers, and the Central Midwest Carpenters. Through these partnerships, low barrier workforce training programs and pathways from CTE and academic coursework to solar industry jobs will be codesigned to prepare our local Central Kentucky workforce for the on-the-job tasks and competencies necessary to be employable in the available civil, labor and electrical jobs on the HPSP.

Based on the JEDI tool, managed by National Renewable Energy Laboratory (NREL), industry standards for projecting the number of jobs estimate 140 to 200 jobs during the construction phase and 5 to 10 jobs during the operational phase of the project. All persons employed through this project will be paid prevailing wages based on Lexington, Kentucky metrics. Project and labor elements of the development process will be compliant with federal regulations (2 CFR Part 200 and 2 CFR Part 1500) and EPA-specific

guidelines, including Davis Bacon and Related Acts (DBRA) requirements. Edelen Renewables will comply with DBRA and submit certified payroll reports/submissions on its own behalf and for any subcontractors. That submission will include a Signed Statement of Compliance.

Additionally, ER/SIS will work with training providers such as KY Career Center, Kentucky Workforce Innovation Board (KWIB), Kentucky Community and Technical College System (KCTCS) and local trade unions to recruit and source local subcontractors, create pathways to employment for local workers seeking to enter the solar construction workforce, provide on-the-job training as necessary in service to project outcomes, and ensure that any worker seeking an industry credential is able to earn one through a local provider so that the worker is equipped to earn prevailing wages, get necessary work experience, be more employable on future solar projects, and have the opportunity to earn a stackable credential that leads to upward economic mobility long term.

With close proximity to FCPS, the specialty programs at Locust Trace, and the new HILL program, as well as the BCTC campus, there is ample opportunity to engage the next generation of community leaders in this future-focused project.

CONCLUSION

The Edelen Renewables/Social Impact solar LLC team is well prepared to deliver the Haley Pike Solar Project to supply renewable energy to power the local energy grid, as per the ultimate qualification of transmission system capacity available to inform the final, confirmed scale of the project.

As proposed, the HPSP yields no expected negative impact to rate-payers and will deliver revenue to LFUCG alongside progress toward the Net Zero comprehensive plan goals for our community. Our team is highly qualified and locally invested in positive outcomes for LFUCG – and our offer terms are comprehensive and competitive. The ER/SIS team will welcome any feedback or questions you may have on the Project as proposed.

Haley Pike

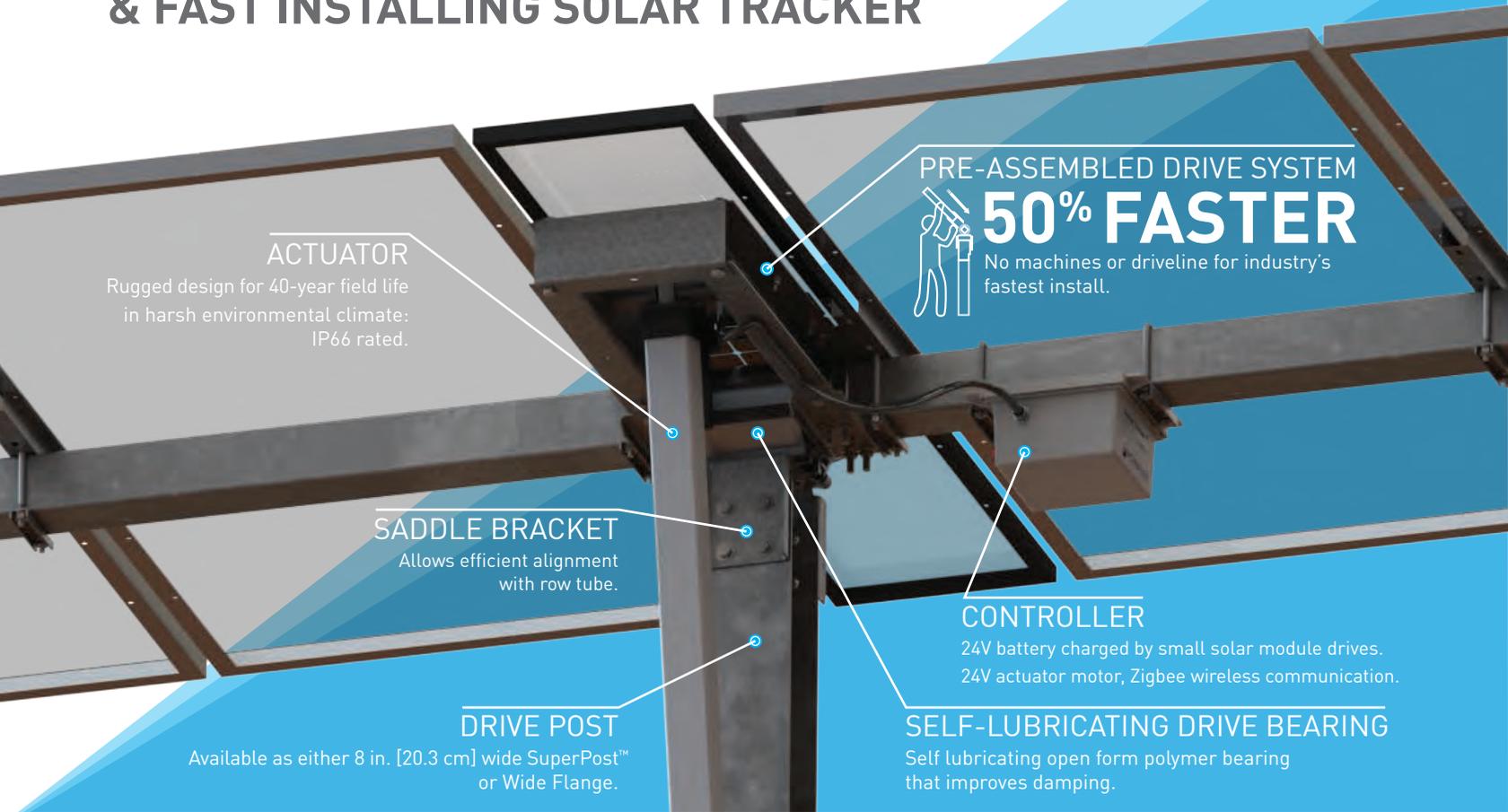
Solar Project

Appendix A
Tracker Spec Sheet #1:
GameChange Genius
Tracker 1P

TECHNICAL DATASHEET

GENIUS TRACKER™ 1P

**HIGH POWER PRODUCING
& FAST INSTALLING SOLAR TRACKER**



ACTUATOR

Rugged design for 40-year field life in harsh environmental climate: IP66 rated.

PRE-ASSEMBLED DRIVE SYSTEM



50% FASTER

No machines or driveline for industry's fastest install.

SADDLE BRACKET

Allows efficient alignment with row tube.

CONTROLLER

24V battery charged by small solar module drives. 24V actuator motor, Zigbee wireless communication.

DRIVE POST

Available as either 8 in. [20.3 cm] wide SuperPost™ or Wide Flange.

SELF-LUBRICATING DRIVE BEARING

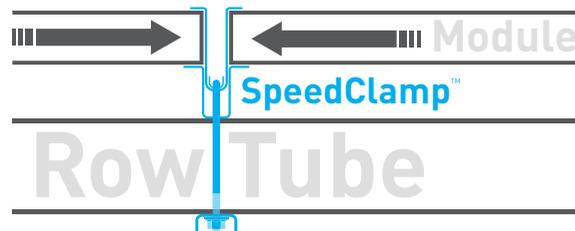
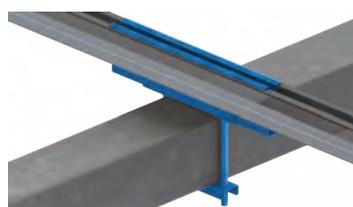
Self lubricating open form polymer bearing that improves damping.

OWNER BENEFITS

UP TO 2% MORE POWER PRODUCTION
RESULTS IN **HIGHER** KWH OUTPUT
based on project specifics

INSTALLER BENEFITS

200% FASTER INSTALL SPEED WITH **SPEEDCLAMP™** THAN ANY OTHER TRACKER



OWNER BENEFITS

UP TO 2% MORE POWER PRODUCTION
Results in higher kWh output.

HIGHER MODULE DENSITY
Increased row spacing means more time facing the sun and less time running from the shade. Adds up to 5% more power production than competitors.

WEATHERSMART™
Proprietary algorithm optimizes tilt angle based on weather data to maximize power production. Adds up to 1.25% additional power production.

LOWEST O&M COST
Lowest grass cutting & module washing cost.

ZERO MAINTENANCE DRIVE SYSTEM

INSTALLER BENEFITS

FASTEST INSTALLING SYSTEM
Advanced design innovations & pre-assembled components.

SPEEDCLAMP™
Mounts modules with no mounting hardware, speeds module installation up to 200%.

PRE-ASSEMBLED DRIVE ARM
Can be lifted by one worker. No machine required. 50% faster than most competing systems.

PE STAMPED DRAWINGS
Design loads according to local building codes: ASCE 7, NBC, Eurocode, AS1170, IS 875.

PROPRIETARY INTEGRATED-HARDWARE™
Proprietary hardware allows for faster structure assembly, module mounting, and reduced O&M cost. Oversized Serrated Flange Nyloc Nut and Oversized Flange Star Bolt with integrated star washer eliminates the need for washers and star washers.

GameChange Solar

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 Newcastle, Australia

SERVICE SUPERCENTERS & TRAINING FACILITIES

Lakeland, FL, USA Santiago, Chile
 Mesa, AZ, USA Madrid, Spain
 Bogotá, Colombia

RESEARCH & DEVELOPMENT CENTER

Brimfield, MA, USA

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Modules	Modules Supported	Most commercially available modules, including frameless crystalline and thin film	
Civil	Slope Tolerance (N-S)	7% standard, can go to 15% special order	
	Slope Tolerance (E-W)	15%	
	Tracker follows slope (Y/N)	Yes	
Structural	Drive Type	Robust linear actuator stainless steel & aluminum	
	Posts per MW	350-400/MW for 1 up portrait / 2 up landscape or 250-300/MW for 2 up portrait	
	Design Wind Load	105 mph [46.9 m/s](Std) / 130 mph [58.1 m/s](Premium 1) / 160 mph [72 m/s](Premium 2)	
	Snow Load	5 psf [0.24 kPa](Std) / 20 psf [0.96 kPa](Premium 1) / 40 psf [1.92 kPa](Premium 2) / 60 psf [2.87 kPa](Premium 3)	
	Tracking Range (Std)	45°, 52°	
	Tracking Range (Premium)	60°	
	Post Sections	Wide Flange or Roll formed posts	
	Coatings	G90/120/180 Pregalvanized, ZnMgAl, and HDG available	
	Post Size (Interior) & (Exterior)	6 x 6 in. [15.24 x 15.24 cm] roll form shape or W6x7, W6x9, W6x12 or W6x15 wide flange	
	Motor Foundation	6.5 x 8 in. [16.51 x 20.32 cm] roll form hat or W6x15 or larger wide flange	
	Standard Embedment	5 - 7 ft. [1.52 - 2.13 m]	
	Flood Plain Allowance	Up to 6 ft. [1.83 m]	
	Design	Module Configuration	1 or 2 up in portrait for crystalline & First Solar Series 6™, 2 up landscape or 1 or 2 up in portrait for Bifacial, 3 to 4 up landscape for First Solar Series 4™
		Length per Table	Up to 500 ft. [150 m]
Module Attachment		SpeedClamp™ or bolts available for bottom mount frame modules or clamps for glass on glass modules	
Ground Coverage Ratio		0.25 to 0.65	
Rows per Drive		1 drive per tracker(table), distributed drive system	
Powering System		Onboard solar module with battery	
Ground Clearance To Module		18 - 48 in. [45.7 - 121.9 cm] typical	
Min / Max Ground to Top of Post		3'-8" [1.12 m] typical + 9 in. [22.86 cm] min. adjustment range	
Backtracking / Anti-shading		Yes, although can be turned off as requested (i.e. for FSLR modules)	
Temperature Range		-20° C [-40° C also available] + 48° C	
Electromagnetic Interference		Compliant with FCC guidelines/ Applicable sections EN 61000	
Install	Specialty Tools Required	No	
	Max Offload for Deliveries	As per customer requirement	
Electrical	Tracking Method	Time and location based algorithm	
	String Design	Compatible with any string size	
	Cable Supports	Hole punching per customer requirement for nominal cost	
	Linear Actuator Motor	24V DC UL Listed	
	Parasitic Loss	0 amps	
	Controller Box	Zigbee wireless communications, 24V solar module and battery	
	Control System	Master to Node: Zigbee wireless communications Master to SCADA/DAS: Modbus TCP communications	
	# of Motors	20 to 52 / MW depending on module wattage and loading conditions (35 for typical conditions)	
	1000V System or 1500V System	Both	
	Grounding Method	Tracker structure is part of grounding path per UL 2703	
	UL Compliance	UL 2703 / UL 3703	
Ingress Protection	IP66 Actuator (NEMA 4 equivalent)		
# Anemometers	1 per 6 MW - 10 MW typical		
Monitoring System	Web portal interface available Compatible with all standard third party monitoring vendors		
Snow & Flood Sensors	Move modules to optimum location for weather events		
Backup Power	Solar module and battery providing integrated backup - 3 days		
O&M	Warranty	5 year drive & control, 10 year structural standard, 10 / 20 also available	
Shipping	Max load	International - 18.5 to 22.5 metric tons per container USA - 45,000 lbs. [20,411 kg] per truckload, 5,000 lbs. [2,267 kg] maximum bundle size, 2,900 lbs. [1315.4 kg] or other maximum as requested by customers	
	Shipping Containers or Flatbeds	Flat beds for structure, dry vans for hardware	
	# Trucks or Containers per MWdc	4 typical for trucks, 5 typical for containers	
	Commissioning	Backfeed required?	No, generator for power as alternative

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Appendix B
Fixed Rack Spec Sheet #2:
GameChange Pour-in Place
Ballasted Ground System

TECHNICAL DATASHEET

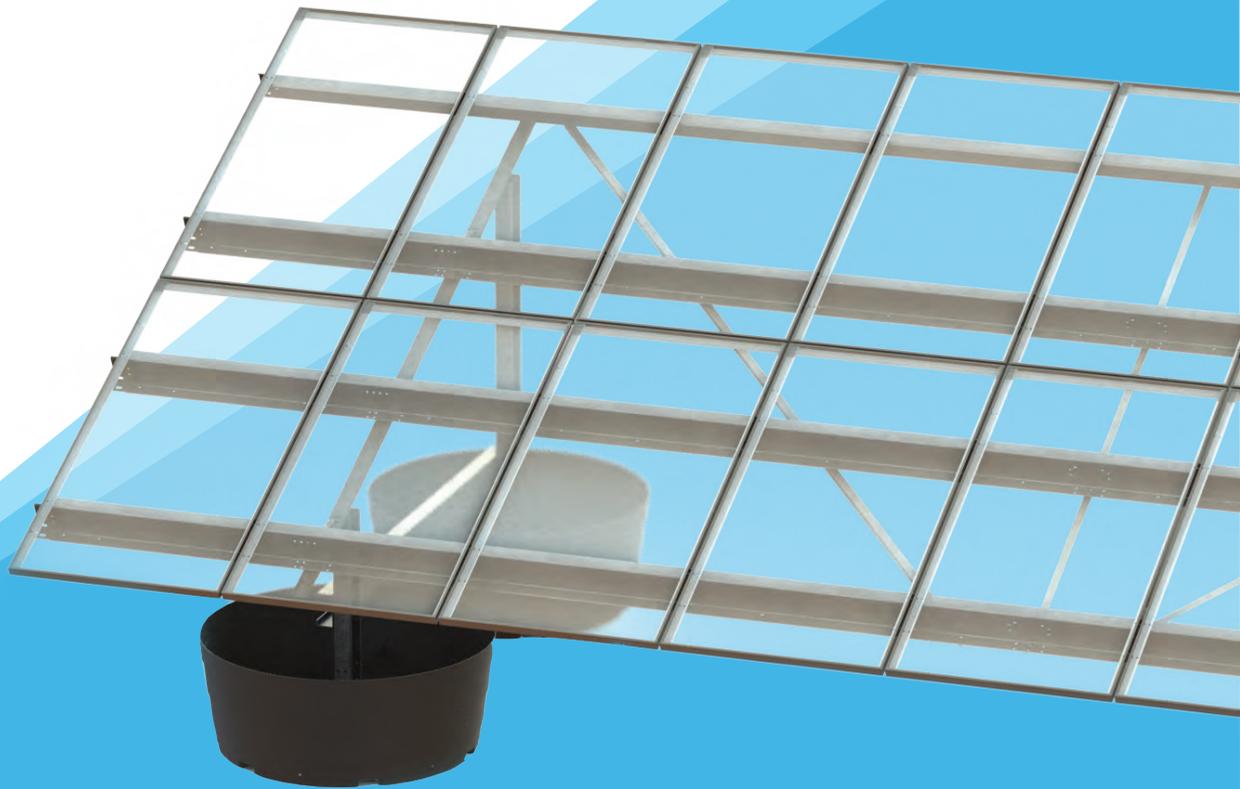
POUR-IN-PLACE™
BALLASTED GROUND SYSTEM

LANDFILL LEADER AND
BEST SOLUTION FOR ROCKY SITES

PLACE
LEAVE BEHIND TUBS

BUILD
SELF LEVELING RACKING

POUR
STANDARD CONCRETE



WHY FIGHT ROCKY GROUND WITH POSTS OR SCREWS?

- **68% FASTER THAN PRECAST**
- **MINIMAL IMPACT ON DRAINAGE**

POUR-IN-PLACE™ BALLASTED GROUND SYSTEM

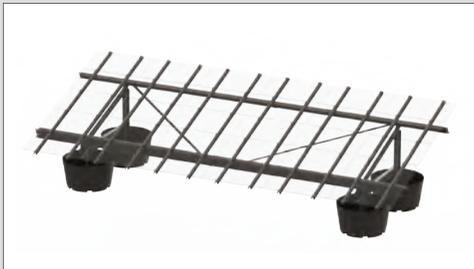
- ✓ Complete your site on time and on budget
- ✓ Peace of mind with risk-free install
- ✓ Up to 20% lower install racking cost than screw or post systems

SCREW OR POST SYSTEMS

- ✗ Slow drilling needed for every hole
- ✗ Slow and uncertain install timeline and budget
- ✗ Up to 25% higher install racking cost for screw or post systems



Pour-in-Place™ Ballasted Ground System has self-leveling technology which enables fast install



Pour-in-Place™ thin film panel clamps mount using socket head bolts



Slots combine with rail support self-leveling technology enables up to 7" [18 cm] vertical adjustment



Galvanized purlins with integrated wire management tray



Large hoop-shaped brackets slide to enable over 7" [18 cm] of vertical adjustment to facilitate install on ground sloping in all directions

FEATURES

- Pour-in-Place™ Ballasted Ground System: less concrete, faster install, steeper slopes
- Substantial adjustability allows for slopes up to 15%
- Self-leveling technology enables up to 7" [18 cm] total vertical adjustability including use of slots
- No gravel beds or other expensive ground preparations required for leveling as needed for precast - save up to USD 0.05/watt
- Up to 4'-0" [122 cm] high ground clearance to allow for snow and vegetation
- 10° to 35° tilt with multiple inter-row spacing options
- Full layout and engineering analysis for every project
- Integrated grounding and wire management

TEST & CERTIFICATION

- Wind tunnel tested by industry leader CPP and rated for 175 mph [78 m/s] wind speed
- Independent assessment by Black & Veatch
- Rated up to 90 psf [4,300 Pa] snow load
- ETL / UL 2703 tested (similar to the relevant sections of IEC 61215 & 61730)
- Meets IBC and ASCE standards for structural loading
- Warranty 20 years

CALCULATIONS

- PE Stamped Drawings - Design loads according to local building codes: ASCE 7, NBC, Eurocode, AS1170, GB 50009
- 100% code compliant designs for any jurisdiction
- Individual system structural calculations

MATERIAL

- Rail support structure components and module mounting rails: G90+ [20 µm] galvanized steel. Standard up to G180 [40 µm] special order.
- HMWPE forms
- Magnicoat bolts and serrated flange nuts for structural member connections
- Module mounting hardware - Top mount: module mounting clips & serrated flange nuts: magnicoat. Bottom mount: hex bolts, serrated flange nuts, star washers: magnicoat
- Integrated grounding with star bolts or teathed module clamps included - both approved under ETL / UL 2703, (similar to the relevant sections of IEC 61215 & 61730)
- Proprietary Integrated Hardware™: For faster structure assembly, module mounting and reduced O&M cost. Oversized Serrated Flange Nyloc Nut and Oversized Flange Star Bolt with integrated star washer eliminates the need for washers and star washers.

GameChange Solar

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Rev. 5-7-2020

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Appendix C
Fixed Rack: GameChange
Pour-in-Place Ballasted
Ground System Diagram

8 7 6 5 4 3 2 1

D

C

B

A

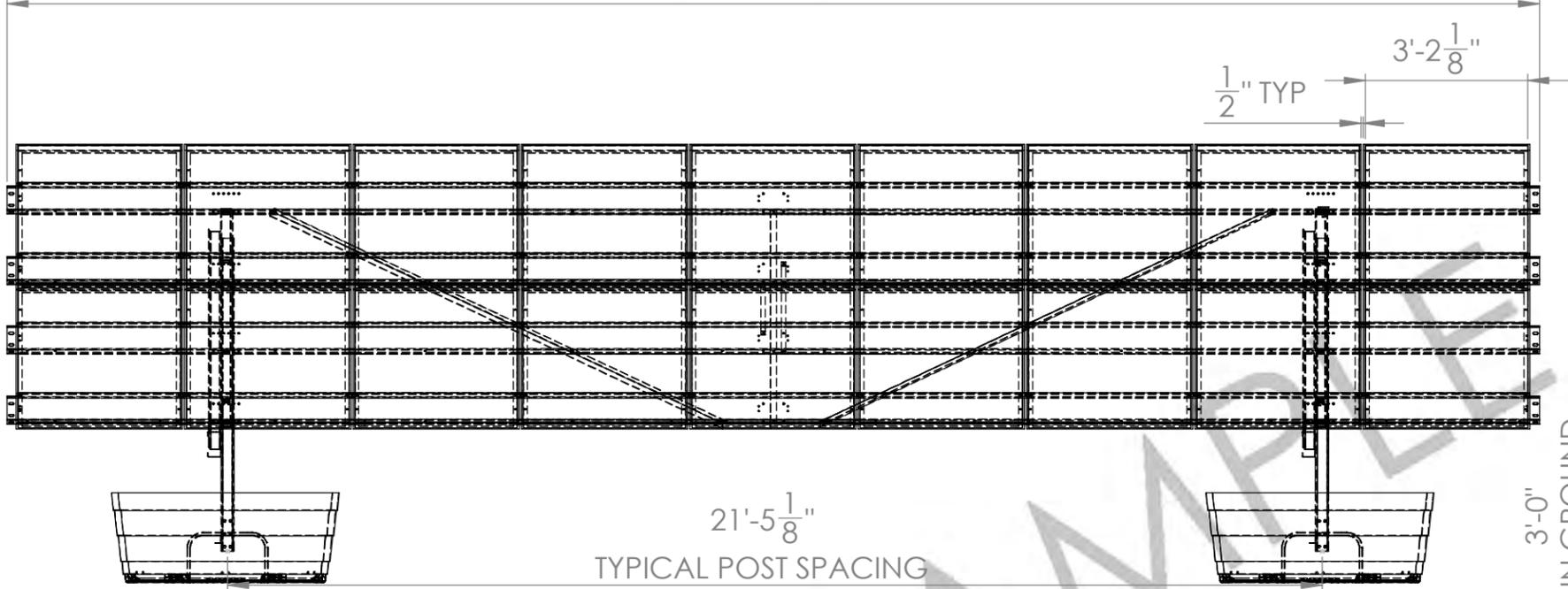
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C

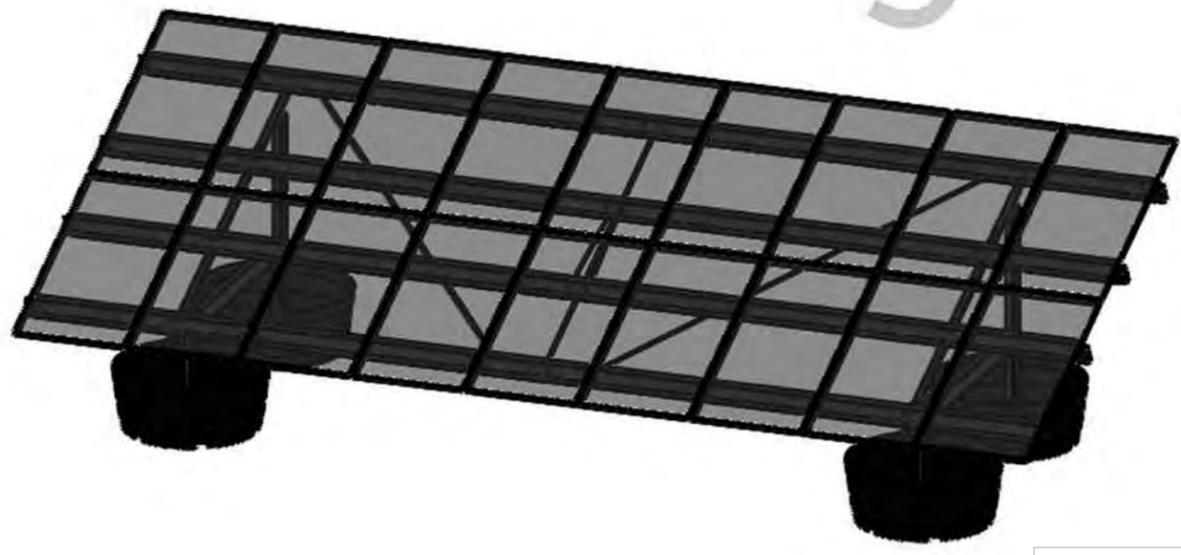
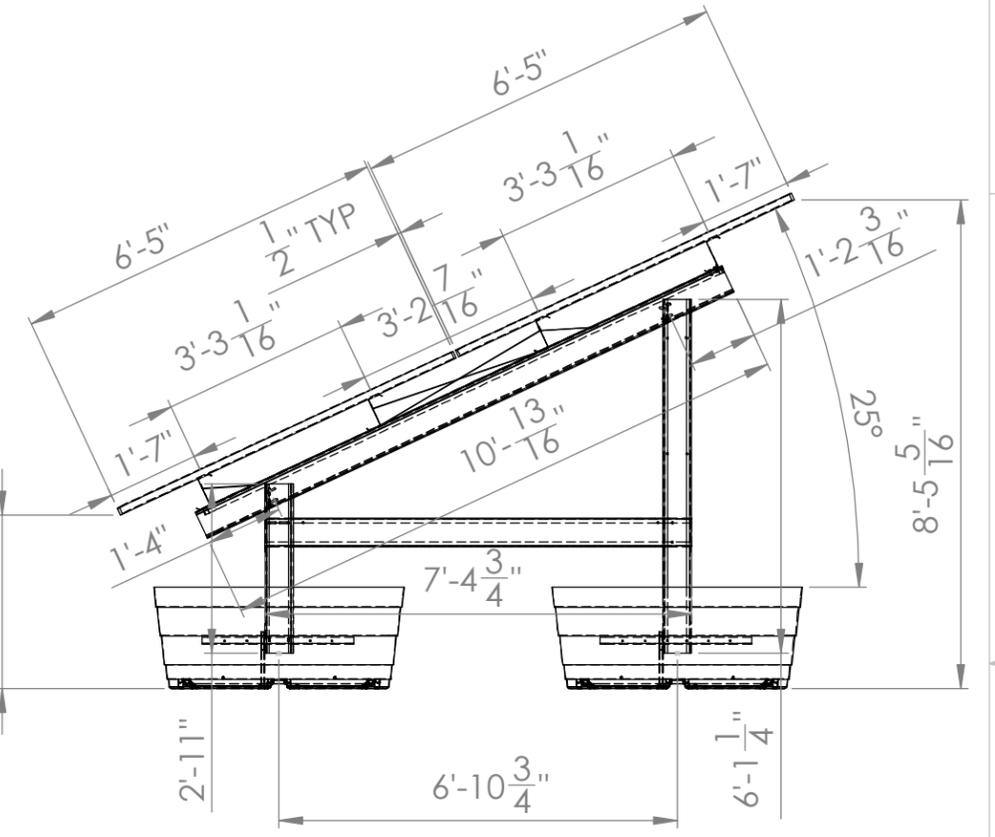
B

A

30'-0"
9 SPAN
PURLIN LENGTH



3'-0"
MIN GROUND
CLEARANCE



PROPRIETARY AND CONFIDENTIAL
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DRAWING IS THE SOLE PROPERTY OF
GAMECHANGE RACKING. ANY
REPRODUCTION IN PART OR AS A WHOLE
WITHOUT THE WRITTEN PERMISSION OF
GAMECHANGE RACKING IS PROHIBITED.

		UNLESS OTHERWISE SPECIFIED:		NAME	DATE
		DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ±1/64 ANGULAR: MACH ±1 BEND ±1 TWO PLACE DECIMAL ±.02 THREE PLACE DECIMAL ±.005		DRAWN	
		INTERPRET GEOMETRIC TOLERANCING PER:		CHECKED	
		MATERIAL		ENG APPR.	
		FINISH		MFG APPR.	
NEXT ASSY	USED ON			Q.A.	
APPLICATION		DO NOT SCALE DRAWING		COMMENTS:	
TITLE: Sample GC Pour-in-Place™ Ballasted Ground					
SIZE	DWG. NO.			REV	
B	GCIIPS				
SCALE: 1:38 WEIGHT:				SHEET 1 OF 1	

8 7 6 5 4 3 2 1

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Appendix D
Inverter Spec Sheet: SMA
Medium Voltage
Power Station



Medium Voltage Power Station

4000-S2-US / 4200-S2-US /
4400-S2-US / 4600-S2-US

Turnkey solution for PV, storage and
PV plus storage power plants



Robust

- Complete station is UL 1741-listed* for higher safety and lower risk
- Station and all individual components type-tested for maximum reliability
- Optimally suited to extreme ambient conditions with galvanized base frame

Simple Integration

- Plug and play concept
- Completely pre-assembled for easy set-up and commissioning

Cost-Effective

- Fully integrated transformer and switchgear simplifies logistics
- Minimum O&M requirements create lowest cost of ownership

Flexible

- One product for all markets and applications
- Ideally suited for PV applications, PV plus storage (DC coupled) and storage applications (AC coupled)

With the power of the SMA's robust central inverters, the Sunny Central UP or Sunny Central Storage UP, and with perfectly integrated medium-voltage components, the Medium Voltage Power Station (MVPS) offers high power density in a turnkey solution available worldwide.

The solution is the ideal choice for next-generation PV power plants and battery-storage power plants operating at 1500 VDC. Delivered pre-configured on a 20-foot container-integrated skid, the solution is easy to transport and quick to commission. The UL 1741-listed* MVPS combines rigorous plant safety with maximum energy yield and minimized operating risk.

*All individual components are UL or IEEE listed. When specified with Siemens switchgear, the complete platform is UL listed.

MEDIUM VOLTAGE POWER STATION

4000-S2-US / 4200-S2-US

Technical Data	MVPS 4000-S2-US	MVPS 4200-S2-US
Input (DC)		
Available inverters	1 x SC 4000 UP-US or 1 x SCS 3450 UP-US or 1 x SCS 3450 UP-XT-US	1 x SC 4200 UP-US or 1 x SCS 3600 UP-US or 1 x SCS 3600 UP-XT-US
Max. input voltage	1500 V	1500 V
Number of DC inputs	dependent on the selected inverter	
Integrated zone monitoring	○	
Output (AC) on the medium-voltage side		
Rated power with SC-UP-US (at -25°C to +35°C / 40°C optional 50°C) ¹⁾	4000 kVA / 3600 kVA	4200 kVA / 3780 kVA
Rated power with SCS-UP-US (at -25°C to +25°C / 40°C optional 50°C) ¹⁾	3450 kVA / 2930 kVA	3620 kVA / 3075 kVA
Charging power with SCS-UP-XT-US (at -25°C to +25°C / 40°C optional 50°C) ¹⁾	3590 kVA/3000 kVA	3770 kVA / 3150 kVA
Discharging power with SCS-UP-XT-US (at -25°C to +25°C / 40°C optional 50°C) ¹⁾	4000 kVA / 3400 kVA	4200 kVA / 3570 kVA
Typical nominal AC voltages	12 kV to 34.5 kV	12 kV to 34.5 kV
AC power frequency	50 Hz / 60 Hz	50 Hz / 60 Hz
Transformer vector group Dy11 / YNd11 / YNy0	● / ○ / ○	● / ○ / ○
Transformer cooling methods	KNAN ²⁾	KNAN ²⁾
Transformer efficiency: Standard / Eco Design 1 / Eco Design 2	● / ○ / ○	● / ○ / ○
Max. total harmonic distortion	< 3%	
Reactive power feed-in (up to 60% of nominal power)	○	
Inverter efficiency		
Max. efficiency ³⁾ / European efficiency ³⁾ / CEC weighted efficiency ⁴⁾	98.7% / 98.6% / 98.5%	
Protective devices		
Input-side disconnection point	DC load-break switch	
Output-side disconnection point	Medium-voltage vacuum circuit breaker	
DC overvoltage protection	Surge arrester type I	
Galvanic isolation	●	
Internal arc classification medium-voltage control room (according to IEC 62271-202)	IAC A 25 kA 1 s	
General data		
Dimensions equal to 20-foot HC shipping container (W / H / D)	6058 mm / 2896 mm / 2438 mm	
Weight	< 18 t	
Self-consumption (max. / partial load / average) ¹⁾	< 8.1 kW / < 1.8 kW / < 2.0 kW	
Self-consumption (stand-by) ¹⁾	< 370 W	
Environment: standard / harsh / harsh+	● / ○ / ○	
Maximum permissible value for relative humidity (condensing / non-condensing)	95% to 100% (2 month per year) / 0% to 95%	
Max. operating altitude above mean sea level 1000 m / 2000 m	● / ○	
Fresh air consumption of inverter	6500 m ³ /h	
Features		
DC terminal	Terminal lug	
AC connection	Outer-cone angle plug	
Station enclosure color	RAL 7004	
Transformer for external loads: without / 10 / 20 / 30 / 40 / 50 / 60 kVA	● / ○ / ○ / ○ / ○ / ○ / ○ / ○ / ○ / ○	
Fuses for external transformers: without / 120 kVA / 180 kVA	● / ○ / ○	
Medium-voltage switchgear: without / 1 panel / 3 panels / 600 A / 800 A	● / ○ / ○ / ○ / ○	
2 cable feeders with load-break switch, 1 transformer feeder with circuit breaker, internal arc classification IAC A FL 25 kA 1 s, partly with UL or ETL Listing	● / ○ / ○ / ○ / ○	
Short circuit rating medium voltage switchgear (20 kA 1 s / 20 kA 3 s / 25 kA 1 s)	● / ○ / ○	
Integrated oil containment: without / with	● / ○	
Industry standards (for other standards see the inverter datasheet)	IEC 60076, IEC 62271-200, IEC 62271-202, EN50588-1 IEEE 1547-2018 ⁵⁾ , IEEE C37.100.1, IEEE C57.12, C37.20.9, UL 1741 listed ⁶⁾ , CSC Certificate, UL 347	
● Standard features ○ Optional features – Not available		
Type designation	MVPS-4000-S2-US	MVPS-4200-S2-US

1) Data based on inverter. Further details can be found in the data sheet of the inverter. Cold weather -37° is an option.

2) KNAN = Natural ester fluid with natural air cooling

3) For SCS UPS, for other efficiency values check specific inverter datasheet

4) Efficiency measured at inverter with internal power supply

5) Harmonics are within IEEE 1547-2018 limits with at least two inverters in operation.

6) UL listing of the MVPS skid requires UL listed medium voltage switchgear

* Preliminary

MEDIUM VOLTAGE POWER STATION

4400-S2-US / 4600-S2-US

Technical Data	MVPS 4400-S2-US	MVPS 4600-S2-US
Input (DC)		
Available inverters	1 x SC 4400 UP-US or 1 x SCS 3800 UP-US or 1 x SCS 3800 UP-XT-US or 1 x SCS 4400 UP-S-US	1 x SC 4600 UP-US or 1 x SCS 3950 UP-US or 1 x SCS 3950 UP-XT-US or 1 x SCS 4600 UP-S-US
Max. input voltage	1500 V	1500 V
Number of DC inputs	dependent on the selected inverter	
Integrated zone monitoring	○	
Output (AC) on the medium-voltage side		
Rated power with SC-UP-US (at -25°C to +35°C / 40°C optional 50°C) ¹⁾	4400 kVA / 3960 kVA	4600 kVA / 4140 kVA
Rated power with SCS-UP-US (at -25°C to +25°C / 40°C optional 50°C) ¹⁾	3800 kVA / 3230 kVA	3960 kVA / 3365 kVA
Charging power with SCS-UP-XT-US (at -25°C to +25°C / 40°C optional 50°C) ¹⁾	3950 kVA / 3300 kVA	4130 kVA / 3455 kVA
Discharging power with SCS-UP-XT-US (at -25°C to +25°C / 40°C optional 50°C) ¹⁾	4400 kVA / 3740 kVA	4600 kVA / 3910 kVA
Rated power with SCS-UP-S-US (from -25°C to +35°C / 40°C; optional 50°C) ¹⁾	4400 kVA / 3960 kVA*	4600 kVA / 4140 kVA*
Typical nominal AC voltages	12 kV to 34.5 kV	
AC power frequency	50 Hz / 60 Hz	
Transformer vector group Dy11 / YNd11 / YNy0	● / ○ / ○	
Transformer cooling methods	KNAN ²⁾	
Transformer efficiency: Standard / Eco Design 1 / Eco Design 2	● / ○ / ○	
Max. total harmonic distortion	< 3%	
Reactive power feed-in (up to 60% of nominal power)	○	
Inverter efficiency		
Max. efficiency ³⁾ / European efficiency ³⁾ / CEC weighted efficiency ⁴⁾	98.7% / 98.6% / 98.5%	
Max. efficiency of SCS-UP-S-US ³⁾	99.2%	
Protective devices		
Input-side disconnection point	DC load-break switch	
Output-side disconnection point	Medium-voltage vacuum circuit breaker	
DC overvoltage protection	Surge arrester type I	
Galvanic isolation	●	
Internal arc classification medium-voltage control room (according to IEC 62271-202)	IAC A 25 kA 1 s	
General data		
Dimensions equal to 20-foot HC shipping container (W / H / D)	6058 mm / 2896 mm / 2438 mm	
Weight	< 18 t	
Self-consumption (max. / partial load / average) ¹⁾	< 8.1 kW / < 1.8 kW / < 2.0 kW	
Self-consumption (stand-by) ¹⁾	< 370 W	
Environment: standard / harsh / harsh+	● / ○ / ○	
Maximum permissible value for relative humidity (condensing / non-condensing)	95% to 100% (2 month per year) / 0% to 95%	
Max. operating altitude above mean sea level 1000 m / 2000 m	● / ○	
Fresh air consumption of inverter	6500 m ³ /h	
Features		
DC terminal	Terminal lug	
AC connection	Outer-cone angle plug	
Station enclosure color	RAL 7004	
Transformer for external loads: without / 10 / 20 / 30 / 40 / 50 / 60 kVA	● / ○ / ○ / ○ / ○ / ○ / ○ / ○	
Fuses for external transformers: without / 120 kVA / 180 kVA	● / ○ / ○	
Medium-voltage switchgear: without / 1 panel / 600 A / 800 A	● / ○ / ○ / ○ / ○	
2 cable feeders with load-break switch, 1 transformer feeder with circuit breaker, internal arc classification IAC A FL 25 kA 1 s, partly with UL or ETL Listing	● / ○ / ○ / ○ / ○	
Short circuit rating medium voltage switchgear (20 kA 1 s / 20 kA 3 s / 25 kA 1 s)	● / ○ / ○	
Integrated oil containment: without / with	● / ○	
Industry standards (for other standards see the inverter datasheet)	IEC 60076, IEC 62271-200, IEC 62271-202, EN50588-1 IEEE 1547-2018 ⁵⁾ , IEEE C37.100.1, IEEE C57.12, C37.20.9, UL 1741 listed ⁶⁾ , CSC Certificate, UL 347	
● Standard features ○ Optional features – Not available Last revised: 08/2025		
Type designation	MVPS-4400-S2-US	MVPS-4600-S2-US

1) Data based on inverter. Further details can be found in the data sheet of the inverter. Cold weather -37° is an option.
 2) KNAN = Natural ester fluid with natural air cooling
 3) Efficiency measured at inverter without internal power supply
 4) Efficiency measured at inverter with internal power supply

5) Harmonics are within IEEE 1547-2018 limits with at least two inverters in operation.
 6) UL listing of the MVPS skid requires UL listed medium voltage switchgear
 * Preliminary

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Appendix E

Landfill Cap Transportation and Laydown Protective Measures (examples)

Landfill Cap Transportation and Laydown Protective Measures



Example: Light hauling eqpt with floatation tires.
Equipment to be lifted onto capped areas via crane.



Example: ground protection mats for laydown and staging areas etc.

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Appendix F

Water Quality Management Fee Calculations

Appendix F: Water Quality Management Fee Calculations

Water Quality Management Fee Calculation												
	Number of panels	Panel size Sq Ft	Total Unadjusted Sq Ft	Area Adjustment %	Total Adjusted Sq Ft	Equivalent Residential Unit (ERU)	Unit Rate	Total Monthly Rate	Total Annual Rate	Acres	Fee/Acre/Year	
<i>Trackers</i>	63,560	33.5	2,129,260	46.95%	999,642	399.86	\$ 4.32	\$ 1,727	\$20,729	219	\$ 94.65	
<i>Fixed</i>	40,223	33.5	1,347,471	81.92%	1,103,783	441.51	\$ 4.32	\$ 1,907	\$22,888	138	\$ 165.86	
									\$43,617	357	\$ 122.18	Average fee per acre

Tilt Calculation										
	Storage at 0 Degrees	Maximum Tilt During Day	Minimum Tilt During Day	Max in Radians	Min in Radians	% Coverage Max Tilt (+)	% Coverage Max Tilt (-)	Average Tilt	Total Adjusted Area %	
<i>Trackers</i>	50%	35	-35	0.611	-0.611	82%	82%	94%	46.95%	
<i>Fixed</i>	0%	<u>35</u>	<u>0.611</u>	<u>0.819</u>					Total Adjusted Area % 81.92%	

Panel Type Acreage Calculation			
	Number of panels	Panel size sq. ft.	Acres leased for panels
	103,783	33.5	357
		Percentage of Total Panels	Acres per Panel Type
<i>Trackers</i>	63,560	61.24%	219
<i>Fixed</i>	<u>40,223</u>	38.76%	<u>138</u>
	103,783		357



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0099-26

File ID: 0099-26

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Human Resources

File Created: 02/02/2026

File Name: 26-0038- Chard Snyder Agreement

Final Action:

Title: Authorization to execute the amended Flexible Spending Benefits Plan with Chard, Snyder & Associates, Inc., and to adopt a new limit increase from \$5,000 to \$7,500 for the Dependent Care Flexible Spending Account, effective retroactively to January 1, 2026. There is no budgetary impact. (L0099-26) (George/Hamilton)

Notes:

Sponsors:

Enactment Date:

Attachments: Bluesheet Memo - 26-0038, Lexington Fayette Urban County Government FSA 01.01.2026 Plan Doc Amend, RESO 0099-26 Amendment Chard Snyder Flexible Spending 4913-5216-7053 v.1.doc

Enactment Number:

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0099-26

Title

Authorization to execute the amended Flexible Spending Benefits Plan with Chard, Snyder & Associates, Inc., and to adopt a new limit increase from \$5,000 to \$7,500 for the Dependent Care Flexible Spending Account, effective retroactively to January 1, 2026. There is no budgetary impact. (L0099-26) (George/Hamilton)

Summary

Authorization to execute the amended Flexible Spending Benefits Plan with Chard, Snyder & Associates, Inc., and to adopt a new limit increase from \$5,000 to \$7,500 for the Dependent Care Flexible Spending Account, effective retroactively to January 1, 2026. There is no budgetary impact. (L0099-26) (George/Hamilton)

Budgetary Implications [select]: NO

Advance Document Review:

Law: {Yes, Completed by Gabriel Thatcher, February 2, 2026}

Risk Management: {Select Yes/No, Completed by [Official, Date]}

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

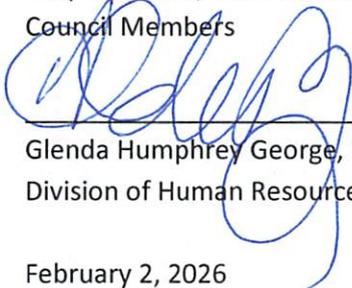
Activity:

Budget Reference:

Current Balance:



TO: Linda Gorton, Mayor
Sally Hamilton, Chief Administrative Officer
Council Members

FROM: 
Glenda Humphrey George, Director
Division of Human Resources

DATE: February 2, 2026

RE: **Flexible Spending Benefits Plan Document**

Request:

The requested action authorizes the Mayor to execute the amended Flexible Spending Benefits Plan with Chard, Snyder & Associates, Inc., and to adopt a new limit increase from \$5,000 to \$7,500 for the Dependent Care Flexible Spending Account, effective retroactively to January 1, 2026.

What is the cost in the budget year and future budget year?

There is no budgetary impact for this action.

File Number: 0099.26

Director/Commissioner:

Glenda Humphrey George/Sally Hamilton

If you have questions or need additional information, please contact Alana Morton (859) 258-3037.



LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

FLEXIBLE SPENDING BENEFITS PLAN

PLAN DOCUMENT AMENDMENT

**ARTICLE 1
PREAMBLE**

- 1.1 **Adoption of Amendment.** The Employer adopts this Amendment to implement provisions of Section 70404 of H.R. 1, 119th Cong. (2025) (popularly known as the “One Big Beautiful Bill Act”).
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment. The timeframes for application of provisions are as selected in Article 2, and, if appropriate, provisions only apply for the Plan Year selected.
- 1.3 **Construction.** Except as otherwise provided in this Amendment, any "Section" reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment and does not relate to the Plan article, section, or other numbering designations.
- 1.4 **Effect of restatement of Plan.** If the Employer restates the Plan then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates these provisions).

**ARTICLE 2
IDENTIFYING INFORMATION; EMPLOYER ELECTIONS**

- 2.1 **Dependent Care Assistance Program Provisions.** The Plan will adopt the new limits of \$7,500 and \$3,750, as described in Article 3.
- 2.3 **Effective Date.** This Amendment is effective as of 1/1/2026

**ARTICLE 3
DEPENDENT CARE ASSISTANCE FLEXIBLE SPENDING ACCOUNT LIMITS**

- 3.1 **Dependent Care Assistance Program Limits.** For the Plan Year beginning on or after January 1, 2026 and forward, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$7,500 (\$3,750 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

This Amendment has been executed this _____ day of _____, 20_____.

Lexington-Fayette Urban County Government

By: _____

RESOLUTION NO. _____-2026

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDED FLEXIBLE SPENDING BENEFITS PLAN WITH CHARD, SNYDER & ASSOCIATES, INC., FOR THE PURPOSE OF ADOPTING A NEW LIMIT INCREASE FROM \$5,000 TO \$7,500 FOR THE DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT, EFFECTIVE JANUARY 1, 2026.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute amended Flexible Spending Benefits Plan Document with Chard, Snyder & Associates, Inc., for the purpose of adopting a new limit increase from \$5,000 to \$7,500 for the Dependent Care Flexible Spending Account.

Section 2 – That this Resolution shall become effective retroactive to January 1, 2026.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0099-26:GET:4913-5216-7053, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0100-26

File ID: 0100-26

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Human Resources

File Created: 02/02/2026

File Name: 26-0039- Marathon Agreement

Final Action:

Title: Authorization to execute an addendum to the Health Services Agreement with Marathon for health care services offered at the Samuel Brown Health Center, extending the agreement through December 31, 2026, effective retroactive to January 1, 2026. Cost for January 1 through June 30, 2026, is \$1,069,068. Funds are budgeted. (L0100-26) (George/Hamilton)

Notes:

Sponsors:

Enactment Date:

Attachments: Bluesheet Memo 26-0039, Lexington-Fayette Urban County Government_Amendment 4 (1-8-2026), RE_Legistar 0100 Marathon Agreement, RESO 0100-26 Addendum to Marathon Health 4908-8379-8413 v.1.doc

Enactment Number:

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0100-26

Title

Authorization to execute an addendum to the Health Services Agreement with Marathon for health care services offered at the Samuel Brown Health Center, extending the agreement through December 31, 2026, effective retroactive to January 1, 2026. Cost for January 1 through June 30, 2026, is \$1,069,068. Funds are budgeted. (L0100-26) (George/Hamilton)

Summary

Authorization to execute an addendum to the Health Services Agreement with Marathon for health care services offered at the Samuel Brown Health Center, extending the agreement through December 31, 2026, effective retroactive to January 1, 2026. Cost for January 1 through June 30, 2026, is \$1,069,068. Funds are budgeted. (L0100-26) (George/Hamilton)

Budgetary Implications [select]: Yes/NO

Advance Document Review:

Law: Yes Completed by Gabriel Thatcher, January 23, 2026

Risk Management: {Select Yes/No, Completed by [Official, Date]}

Fully Budgeted [select]: Yes

Account Number: 1101-160504-1937-71203 - 25% (\$267,267) and 6002-160504-1841-71203 - 75% (\$801,801)

This Fiscal Year Impact: \$1,069,068

Annual Impact:

Project:

Activity:

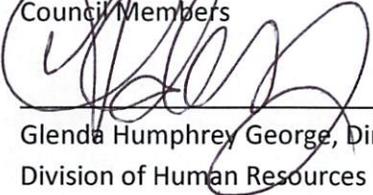
Budget Reference:

Current Balance: 1101-160504-1937-71203 - \$216,899.14 is in this account. The rest will be there... see email

6002-160504-1841-71203 - \$1,557,405.14



TO: Linda Gorton, Mayor
Sally Hamilton, Chief Administrative Officer
Council Members

FROM: 
Glenda Humphrey George, Director
Division of Human Resources

DATE: February 2, 2026

RE: **Marathon Agreement**

Request:

The requested action authorizes the Mayor to execute an addendum to the Health Services Agreement with Marathon, extending the agreement through December 31, 2026, effective retroactive to January 1, 2026.

What is the cost in the budget year and future budget year?

The monthly cost of the contract will increase from \$176,567.24 to \$178,178.00. The total cost for the remainder of the fiscal year is \$1,069,068. Funds are budgeted for this action from chartstrings 1101-160504-1937-71203 (25%) and 6002-160504-1841-71203 (75%).

File Number: 0100-26

Director/Commissioner:

Glenda Humphrey George/Sally Hamilton

If you have questions or need additional information, please contact Alana Morton (859) 258-3037.



FOURTH ADDENDUM TO HEALTH SERVICES AGREEMENT

This Fourth Addendum to the Health Services Agreement (the “Addendum”), dated as of the last signature below (the “Effective Date”), is made by and between Lexington Fayette Urban County Government (“Client”), and Marathon Health, LLC (“Marathon”).

RECITALS

WHEREAS, Client and Marathon are parties to that certain Health Services Agreement dated July 31, 2018 for certain preventive, wellness, disease management, health consultation and primary care services, as amended from time to time (as amended, the “Agreement”);

WHEREAS, the Parties wish to amend the Agreement to renew the Agreement and set forth the fees associated with the renewal; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. **Renewal Term.** The Agreement is hereby renewed for an additional term of one (1) year beginning on January 1, 2026 and concluding December 31, 2026 (the “Renewal Term”).
2. **Fees.** The Parties agree the following fees shall apply for the Renewal Term:

1/1/2026 - 12/31/2026	
Monthly Fee	Annual Fee
\$178,178	\$2,138,138

3. **Restatement of Staffing.** The Parties confirm the Health Center shall be staffed as follows during the Renewal Term:

Staffing	FTE
Physician	1.0
Nurse Practitioner/Physician Assistant	3.25
Medical Assistant	4.3
BH Counselor	1.0
Medical Receptionist	1.0

*The Marathon staffing model also assumes that each mid-level practitioner will have a Collaborating Physician who provides medical supervision, consultation, chart review, and quality assurance activities in accordance with state law.

4. **Miscellaneous.** This Addendum is made under and incorporates the terms and conditions of the Agreement. The terms and conditions set forth in this Addendum are in addition to and not in substitution of any terms or conditions set forth in the Addendum. Capitalized terms not otherwise defined in this Addendum shall have the meanings ascribed to them in the Agreement. Except as specifically modified by this Addendum, the terms and conditions of the Agreement remain in full force and effect.

[Signature Page Follows]

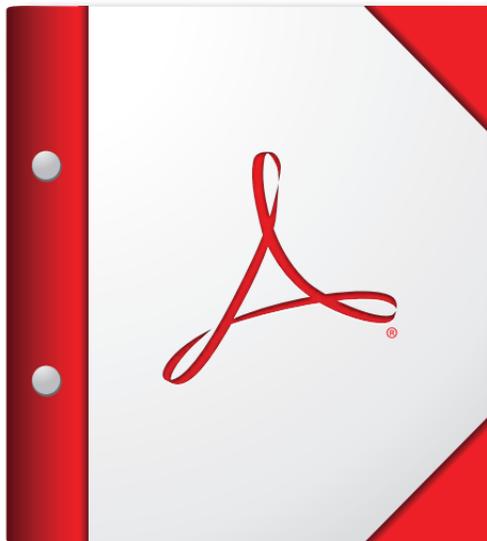
IN WITNESS WHEREOF, each of the parties hereto has executed this Addendum as of the Effective Date.

**LEXINGTON FAYETTE URBAN
COUNTY GOVERNMENT**

MARATHON HEALTH, LLC

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



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Acrobat X or Adobe Reader X, or later.**

[Get Adobe Reader Now!](#)

RESOLUTION NO. _____ - 2026

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN ADDENDUM TO THE HEALTH SERVICES AGREEMENT WITH MARATHON HEALTH, LLC, FOR CERTAIN HEALTH CARE SERVICES OFFERED AT THE SAMUEL BROWN HEALTH CENTER, EXTENDING THE AGREEMENT THROUGH DECEMBER 31, 2026, AT A COST NOT TO EXCEED \$1,069,068.00, EFFECTIVE JANUARY 1, 2026.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Addendum to the Health Services Agreement, which is attached hereto and incorporated herein by reference, with Marathon Health, LLC, for certain health care services offered at the Samuel Brown Health Center, extending the Agreement through December 31, 2026.

Section 2 - That an amount, not to exceed the sum of \$1, 069,068.00 be and hereby is approved for payment to Marathon Health, LLC, from account #1101-160504-71203 (25%), and account #6002-160504-71203 (75%), pursuant to the terms of the Agreement as amended.

Section 3 - That this Resolution shall become effective January 1, 2026.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0100-26:GET:4908-8379-8413, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0101-26

File ID: 0101-26

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special Programs

File Created: 02/02/2026

File Name: Request Council authorization to accept grant award from Kentucky American Water in the amount of \$500 for the 2025 Fire Fighting Support Grant to support the purchase of Personal Protective Equipment for the Division of Fire and Emergency Services.

Final Action:

Title: Authorization to accept grant award from Kentucky American Water in the amount of \$500 for the 2025 Fire Fighting Support Grant to support the purchase of Personal Protective Equipment for the Division of Fire and Emergency Services. (L0101-26) (Wells/Armstrong)

Notes:

Sponsors:

Enactment Date:

Attachments: 26- Blue Sheet Memo Fire Award, BA 14088, KAW
Check 10.14.2025

Enactment Number:

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0101-26

Title

Authorization to accept grant award from Kentucky American Water in the amount of \$500 for the 2025 Fire Fighting Support Grant to support the purchase of Personal Protective Equipment for the Division of Fire and Emergency Services. (L0101-26) (Wells/Armstrong)

Summary

Authorization to accept grant award from Kentucky American Water in the amount of \$500 for the 2025 Fire Fighting Support Grant to support the purchase of Personal Protective Equipment for the Division of Fire and Emergency Services. (L0101-26) (Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3300-505707-5772-75601

This Fiscal Year Impact: \$500

Annual Impact: \$0

Project: KYAW_FIRE_2026

Activity: OTH_GRANT

Budget Reference: 2026

Current Balance:



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

**FROM: THERESA REYNOLDS, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: JANUARY 30, 2026

SUBJECT: Kentucky American Water’s 2025 Firefighting Support Grant

Request: Council Authorization to accept grant award from Kentucky American Water in the amount of \$500 for the 2025 Fire Fighting Support Grant to support the purchase of Personal Protective Equipment for the Division of Fire and Emergency Services.

Why are you requesting? The Division of Fire and Emergency Services has received \$500 in funding from Kentucky American Water to purchase fire-resistant hoods. A hood is required for the firefighting Personal Protective Equipment (PPE) ensemble. The hoods will be put into the PPE Quartermaster System to replace damaged or old PPE hoods declared Out of Service (OOS). Most firefighters carry two hoods while on duty due to the risk of damage.

What is the cost in this budget year and future budget years? \$500 has been awarded for Fiscal Year 2026. No matching funds are required. Future years’ funding is dependent upon availability.

Are the funds budgeted? Budget amendment is in process.

File Number: 0101-26

Director / Commissioner: Wells/Armstrong





Search in Menu



LFUCG Budget Amendment Request Form

Requester: Moore,Celia E Date: 02/02/2026 Status: Pending Approval Amend Nbr: 14088

Business Unit: LFUCG Journal Date: 02/02/2026 Budget Period: 2026 Bid: Admin Review:

Personnel, Operating & Capital Accounts									
Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID	
1	3300	505707	5772	75601	Clothing/Equipment - Other	500.00	WELLSJG	KARMSTRO	

Revenue Accounts									
Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID	
1	3300	505707	5772	46750	Grant Revenue - Other	500.00	WELLSJG	KARMSTRO	

▶ Project/Grant Revenue

▶ Project/Grant Expenditures

Comments:

To establish grant budget for Kentucky American Water Firefighting Support Grant Program for FY 2026. (KYAW_FIRE_2026)

Net Amend Amt: 0.00

Submit for Approval

Save

Add

American Water

1 Water Street
Camden, NJ 08102

Check No. 1200025646
Check Date. 10/14/2025

Invoice No	Remarks	Invoice amount	Cash Disc	Net Paid
100925LEXFD	FIREFIGHTING SUPPORT GRANT	500.00	0.00	500.00
		500.00	0.00	500.00

502937 Lexington Fayette Urban Co Gov

CHECK CONTAINS A VOID PANTOGRAPH, MICROPRINT BORDER, CHEMICAL REACTANTS AND A WATERMARK ON BACK — HOLD AT AN ANGLE TO VIEW

American Water

1 Water Street
Camden, NJ 08102

PNC BANK, NA
NEW JERSEY 55-277
312

NO. 1200025646
DATE 10/14/2025

FIVE HUNDRED *****

\$*****500.00*
VOID AFTER 90 DAYS

PAY TO THE
ORDER OF:

Lexington Fayette Urban Co Gov
219 E Third St
Lexington KY 40508-1827



AUTHORIZED SIGNATURE



⑈ 1200025646 ⑆ ⑆ 031202770 ⑆ 8013584806 ⑆

See Reverse Side For Easy Opening Instructions

American Water

1 Water Street
Camden, NJ 08102



2D 2 Day Air
SHARON MILLER
2300 RICHMOND ROAD
LEXINGTON KY 40502

F4E991



American Water Solutions for Business • 610-536-6332



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0102-26

File ID: 0102-26

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special Programs

File Created: 02/02/2026

File Name: Request Council authorization to submit an application and accept award, if offered, to the Kentucky Justice and Public Safety Cabinet requesting federal funds of \$100,000 under the Victim Assistance Formula Grant funded by the Victims of Crime Act. The g

Final Action:

Title: Authorization to submit an application and accept award, if offered, to the Kentucky Justice and Public Safety Cabinet requesting federal funds of \$100,000 under the Victim Assistance Formula Grant funded by the Victims of Crime Act. The grantor has waived local match, but the Department of Social Services requests the government to provide the historical match of \$57,644, to continue the Green Dot program. (L0102-26) (Allen-Bryant)

Notes:

Sponsors:

Enactment Date:

Attachments: 26 - Blue Sheet Memo VOCA SS

Enactment Number:

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0102-26

Title

Authorization to submit an application and accept award, if offered, to the Kentucky Justice and Public Safety Cabinet requesting federal funds of \$100,000 under the Victim Assistance Formula Grant funded by the Victims of Crime Act. The grantor has waived local match, but the Department of Social Services requests the government to provide the historical match of \$57,644, to continue the Green Dot program. (L0102-26) (Allen-Bryant)

Summary

Authorization to submit an application and accept award, if offered, to the Kentucky Justice and Public Safety Cabinet requesting federal funds of \$100,000 under the Victim Assistance Formula Grant funded by the Victims of Crime Act. The grantor has waived local match, but the Department of Social Services requests the government to provide the historical match of \$57,644, to continue the Green Dot program. (L0102-26) (Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: A budget amendment will be completed if awarded.

Account Number:

This Fiscal Year Impact: \$157,644

Annual Impact: \$0

Project: VOCA_SS_2027

Activity: FED_GRANT

Budget Reference:

Current Balance: BA will be processed if awarded



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

**FROM: THERESA REYNOLDS, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: FEBRUARY 2, 2026

SUBJECT: Victims of Crime Act Grant for the Department of Social Services

Request: Council authorization to submit an application and accept award, if offered, to the Kentucky Justice and Public Safety Cabinet requesting federal funds of \$100,000 under the Victim Assistance Formula Grant funded by the Victims of Crime Act. The grantor has waived local match, but the Department of Social Services requests the government to provide the historical match of \$57,644 in FY2027 General Fund Budget to continue the Green Dot program.

Why are you requesting? The Department of Social Services has prepared a grant application for submission to the Kentucky Justice and Public Safety Cabinet requesting federal funding of \$100,000 for the implementation of the Underserved Victims Advocacy Program in the Department of Social Services. Funds will be used to support salary and fringe benefits for one position and to support the costs of operating the program.

What is the cost in this budget year and future budget years? Cost in FY 2027 is \$157,644. Federal share is \$100,000 with local match of \$57,644. Match has been requested in FY 2027 General Fund Budget. Funding in future budget years is dependent upon availability of grant funding.

Are the funds budgeted? A budget amendment will be completed if awarded.

File Number: 0102-26

Director / Commissioner: Stephanie Theakston / Kacy Allen-Bryant





Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0106-26

File ID: 0106-26

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Water Quality

File Created: 02/03/2026

File Name: Stipulated Penalty Assessment-SSOs

Final Action:

Title: Authorization for payment of \$32,000 each to the Kentucky State Treasurer and the U.S. Department of Justice for Sanitary Sewer Overflows (SSOs) in accordance with the provisions of the Consent Decree between LFUCG, the Commonwealth of Kentucky (State) and the U.S. Environmental Protection Agency (EPA). Funds are budgeted. (L0106-26) (Martin/Albright)

Notes:

Sponsors:

Enactment Date:

Attachments: Blue Sheet Annual SSO, 20260203 Lexington KY Demand for Stipulated Penalties for calendar year 2023, RESO 0106-26 Consent Decree Stipulated Penalty Assessment 4908-9317-1597 v.1.docx

Enactment Number:

Deed #:

Hearing Date:

Drafter: Christina King/Charlie Martin

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0106-26

Title

Authorization for payment of \$32,000 each to the Kentucky State Treasurer and the U.S. Department of Justice for Sanitary Sewer Overflows (SSOs) in accordance with the provisions of the Consent Decree between LFUCG, the Commonwealth of Kentucky (State) and the U.S. Environmental Protection Agency (EPA). Funds are budgeted. (L0106-26) (Martin/Albright)

Summary

Authorization for payment of \$32,000 each to the Kentucky State Treasurer and the U.S. Department of Justice for Sanitary Sewer Overflows (SSOs) in accordance with the provisions of the Consent Decree between LFUCG, the Commonwealth of Kentucky (State)

and the U.S. Environmental Protection Agency (EPA). Funds are budgeted. (L0106-26)
(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes David Barberie 2/3/2026

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4002-303401-3401-78321

This Fiscal Year Impact: \$64,000.00

Annual Impact: \$

Project:

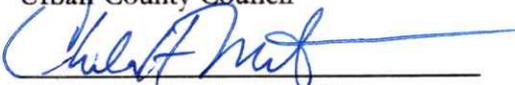
Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton
Urban County Council

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

DATE: February 3, 2026

SUBJECT: Stipulated Penalty Assessment - \$64,000.00
Consent Decree #5:06-cv-386
Sanitary Sewer Overflows (SSOs) - Post CMOM Approval

Request

Authorizing and directing the Mayor to authorize payment of \$32,000 each to the Kentucky State Treasurer and the U.S. Department of Justice for Sanitary Sewer Overflows (SSOs) in accordance with the provisions of Paragraph 44(ii) of the Consent Decree between LFUCG, the Commonwealth of Kentucky (State) and the U.S. Environmental Protection Agency (EPA).

Purpose of Request

In the Consent Decree, LFUCG agreed to pay stipulated penalties of \$2,000 per SSO for any SSO that occurs more than two (2) years after approval of the required Capacity, Management, Operations and Maintenance (CMOM) Self-Assessment submittal. The CMOM Self-Assessment submittal was approved by the state and EPA on August 16, 2012. The Consent Decree also allows for 1) a \$3,000 stipulated penalty for any reported wet-weather treatment plant bypasses and 2) a \$5,000 stipulated penalty for any reported wet-weather SSO that was previously abated by a completed Remedial Measures Plan (RMP) project.

What is the cost in this budget year and future budget years?

The current cost for FY23 is \$64,000 and covers SSOs for calendar year 2023. The historical summary of penalties is provided below:



Penalty Period	Penalty Amount	Council Action
Aug 17, 2015 – Dec. 31, 2016	\$102,000	Res. 45-2017
Calendar Year 2016	\$28,000	Res. 126-2018
Calendar Year 2017	\$59,000	Res. 728-2019
Calendar Year 2018	\$97,000	Res. 362-2020
Calendar Year 2019	\$129,000	Res. 293-2021
Calendar Year 2020	\$81,000	Res. 227-2022
Calendar Year 2021	\$50,000	Res. 007-2023
Calendar Year 2022	\$99,000	Res. 669-2023
Calendar Year 2023	\$64,000	Pending

Are the funds budgeted?

Funds are available in 4002-303401-3401-78321

Director/Commissioner: Martin/Albright





REGION 4
ATLANTA, GA 30303

ELECTRONIC MAIL
CONFIRMATION OF EMAIL RECEIPT REQUESTED

Lexington Fayette Urban County Government
Division of Water Quality
c/o Mr. Charles H. Martin, P.E., Director
125 Lisle Industrial Avenue, Suite 180
Lexington, Kentucky 40511
chmartin@lexingtonky.gov

Re: U.S. Environmental Protection Agency and Kentucky Department for Environmental Protection assessment of stipulated penalties under the Lexington Fayette Urban County Government Consent Decree (# 5:06-cv-386) for Calendar Year 2023

Dear Mr. Martin:

The Kentucky Department for Environmental Protection (KDEP) and the U.S. Environmental Protection Agency, Region 4 have reviewed Lexington Fayette Urban County Government's (LFUCG) Sanitary Sewer Overflows (SSOs) and unpermitted bypass events that LFUCG reported for the period covering calendar year 2023.

Pursuant to Section XI of the Consent Decree (CD), KDEP and the EPA may assess a stipulated penalty for each SSO and unpermitted bypass event in a dollar amount that is dependent upon case specific factors set forth in Paragraph 44 of the CD. After reviewing the submitted documentation and in consideration of the circumstances surrounding the SSOs and unpermitted bypass events, the EPA and KDEP hereby demand stipulated penalties in the amount of \$64,000 pursuant to Paragraphs 44.E.(i), (ii), and (iii) of the CD.

In accordance with Paragraph 47 of the CD, LFUCG shall pay \$32,000 (50%) of the stipulated penalty to the Commonwealth of Kentucky and \$32,000 of the stipulated penalty to the United States. Payment of penalty shall be made in accordance with the instructions in Paragraph 50 of the CD. Specific payment instructions for the payment to the United States will be provided separately by email from the U.S. Department of Justice. Please contact Stacey Wix at wix.stacey@epa.gov, or at (404) 562-8079 if you do not receive the payment instructions within three (3) business days of receipt of this letter.

Payment should be made within 30 days of receipt of this letter in accordance with the instructions in Paragraph 47 of the CD.

If there are any questions, you may contact Stacey Wix, Enforcement Officer, EPA Region 4 at (404) 562-8079 or Jarrod Bell, Director, Division of Enforcement, KDEP at (502) 782-6552.

Sincerely,

Jairo Castillo, P.E.
Acting Chief
Water Enforcement Branch

Cc: Paul Schwartz, Attorney, EPA Region 4
schwartz.paul@epa.gov

Sheila McAnaney, US DOJ
sheila.mcananey@usdoj.gov

RESOLUTION NO. _____ - 2026

A RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$32,000.00 TO THE COMMONWEALTH OF KENTUCKY, KENTUCKY STATE TREASURER, AND \$32,000.00 TO THE UNITED STATES DEPARTMENT OF JUSTICE, AS STIPULATED PENALTIES UNDER THE CONSENT DECREE, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY DOCUMENTS RELATED TO THE PAYMENT.

WHEREAS, the Urban County Government, the United States Environmental Protection Agency, and the Commonwealth of Kentucky have entered into a Consent Decree in a case styled *United States, et al. v. Lexington-Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Case No. 5:06-CV-00386, which includes a provision for stipulated penalties; and

WHEREAS, the Urban County Government has received a demand for payment in the amount of \$64,000.00 for stipulated penalties; and

WHEREAS, the Consent Decree requires payment of fifty percent (50%) of the stipulated penalties to the Kentucky State Treasurer and fifty percent (50%) of the stipulated penalties to the United States Department of Justice.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That an amount, not to exceed the sum of \$32,000.00, be and hereby is authorized for payment to the Commonwealth of Kentucky, Kentucky State Treasurer, and a further amount, not to exceed the sum of \$32,000.00, be and hereby is authorized for payment to the United States Department of Justice, from account # 4002-303401-3401-78321, pursuant to the terms of the Consent Decree.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary documents related to the payment.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0996-25

File ID: 0996-25

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Grants and Special Programs

File Created: 10/13/2025

File Name: PSA with Dr. McMorrow 2025

Final Action:

Title: Authorization to enter into an agreement with Dr. Robert Gregory McMorrow to serve as a volunteer physician for the Community Paramedicine Program providing medical consultation and guidance for a period of November 1, 2025, through October 31, 2027. Cost for FY 2026 is \$9,998. Budget amendment in process. (L0996-25)(Wells/Armstrong)

Notes:

Sponsors:

Enactment Date:

Attachments: 26-Bluesheet Memo PSA Dr. McMorrow, PSA Dr. McMorrow_2025, BA 14084 to move funds

Enactment Number:

Deed #:

Hearing Date:

Drafter: Tammy James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0996-25

Title

Authorization to enter into an agreement with Dr. Robert Gregory McMorrow to serve as a volunteer physician for the Community Paramedicine Program providing medical consultation and guidance for a period of November 1, 2025, through October 31, 2027. Cost for FY 2026 is \$9,998. Budget amendment in process. (L0996-25)(Wells/Armstrong)

Summary

Authorization to enter into an agreement with Dr. Robert Gregory McMorrow to serve as a volunteer physician for the Community Paramedicine Program providing medical consultation and guidance for a period of November 1, 2025, through October 31, 2027. Cost for FY 2026 is \$9,998. Budget amendment in process. (L0996-25)(Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Michael Sanner

Risk Management: No

Fully Budgeted: Budget amendment is in process.

Account Number:

This Fiscal Year Impact:\$9,998

Annual Impact: \$0

Project: COSSUP_2024

Activity: FED_GRANT

Budget Reference: 2024

Current Balance:



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

**FROM: THERESA REYNOLDS, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: January 29, 2026

SUBJECT: Professional Service Agreement with Volunteer Physician on Community Paramedicine

Request: Council authorization to execute agreement with Dr. Robert Gregory McMorrow to serve as a volunteer physician for the Community Paramedicine Program providing medical consultation and guidance. Through this agreement, Dr. McMorrow will be able to meet clients, including unhoused individuals and high utilizers, in their own environments alongside the Community Paramedicine team to provide medical assessments and care. His volunteer role is formalized under this agreement, with malpractice insurance funded through COSSUP.

This Agreement may be terminated by either party for any reason upon thirty (30) days' written notice to the other party. In the event of termination, the Contractor shall remain covered under the malpractice insurance referenced in Section II, Paragraph 4, through the expiration of any prepaid period.

Why are you requesting? Council approval is required to formalize the agreement with Dr. McMorrow as a volunteer physician for the Community Paramedicine Program. This ensures the department can legally engage him in providing medical consultation and assessments in the field, with malpractice coverage provided through the COSSUP grant.

What is the Cost in this budget year and future budget years? The cost for FY26 is \$9,998. No additional costs are anticipated in future budget years.

Are the funds budgeted? Budget amendment is in process.

File Number: 0996-25

Director/Commissioner: Wells/Armstrong



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into on the day of _____, 2025, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government") and **Robert Gregory McMorrow, MD**, 3232 Beaumont Centre Circle, Lexington, KY 40513 (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, the Government seeks qualified physicians willing to volunteer their professional services in support of the Community Paramedicine Program;

WHEREAS, the Contractor has agreed to serve as a volunteer physician within the Community Paramedicine Program;

WHEREAS, the parties acknowledge that the Contractor shall not receive compensation for services rendered, except that malpractice insurance associated with participation shall be paid through the Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP) grant, with grantor approval already obtained;

NOW THEREFORE, in consideration of the foregoing and the mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree as follows:

Section 1

OBLIGATIONS OF GOVERNMENT

1. Government acknowledges that Contractor shall serve as a **volunteer physician** within the Community Paramedicine Program and shall not receive compensation for time, services, or examinations performed under this agreement.
2. Government agrees that the cost of the Contractor's medical liability (malpractice) insurance associated with participation in the Community Paramedicine Program shall be paid through the **COSSUP grant**, and all necessary permissions for this expenditure have been obtained from the grantor.
3. No other payments, stipends, or reimbursements shall be made to Contractor for participation in this program.

SECTION II

OBLIGATIONS OF CONTRACTOR

1. Contractor, **Robert Gregory McMorrow, MD**, agrees to serve as a volunteer physician within the Community Paramedicine Program on dates and times that are mutually agreeable to the Government and Contractor.

2. Contractor agrees to provide consultation and professional medical guidance to members of the Community Paramedicine Program, consistent with applicable medical standards of care and in accordance with all relevant laws, policies, procedures, and protocols adopted by the Lexington-Fayette Urban County Government Division of Fire and Emergency Services.
3. Contractor agrees to cooperate with the Government's Division of Fire and Emergency Services, partner agencies, and other organizations engaged with the Community Paramedicine Program.
4. Contractor agrees to maintain medical liability (malpractice) insurance throughout the term of this Agreement in the principal amount of not less than One Million Dollars (\$1,000,000) per occurrence and Four Million Dollars (\$4,000,000) aggregate, per policy year, for any act or omission in the furnishing of professional medical services. Said policy of insurance shall name the Lexington-Fayette Urban County Government as an "additional insured" thereunder. The cost of this coverage shall be paid through the COSSUP grant, with permissions for this expenditure having been obtained from the grantor. Proof of insurance shall be delivered to the Government.
5. Contractor agrees to comply with all applicable occupational health and safety policies of the Government, including Bloodborne Pathogen Exposure Policies, and acknowledges personal responsibility for any medical care or expenses related to an occupational exposure.
6. Contractor acknowledges that no invoices, compensation, or reimbursement of expenses shall be submitted or paid under this Agreement, other than the malpractice insurance referenced above.

SECTION III

GENERAL CONDITIONS

1. This Agreement shall be effective from November 1, 2025, through October 31, 2027.
2. This Agreement may be terminated by either party for any reason upon thirty (30) days' written notice to the other party. In the event of termination, the Contractor shall remain covered under the malpractice insurance referenced in Section II, Paragraph 4, through the expiration of any prepaid period.
3. The Government acknowledges and agrees that this Professional Services Agreement shall not in any way interfere with or prevent the engagement of the Contractor in other employment, presently or otherwise. Such other employment is not to interfere with the performance of duties under this Professional Services Agreement.
4. The Contractor acknowledges that he is an independent contractor under this Agreement and not an employee of the Government for any purpose and is not entitled to any benefits from LFUCG including Worker's Compensation.
5. The Contractor certifies, in accordance with Executive Order 12549 (Debarment and Suspension, February 18, 1986) that to the best of his knowledge and belief, that he:
 - a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions or contracts by any Federal department or

agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended, or any other federal law;

b. Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against him for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

d. Has not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.

6. This Professional Services Agreement represents the entire and integrated agreement between the Government and the Contractor and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Contractor and the Government.
7. This Agreement shall be governed by the laws of a court of competent jurisdiction in Fayette County Kentucky.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Fayette County, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

Linda Gorton, Mayor

ATTEST:

Clerk of the Urban County Council

CONTRACTOR

BY: Robert G. McMorrow, MD

Robert Gregory McMorrow, MD



Search in Menu



LFUCG Budget Amendment Request Form

Requester: Moore,Celia E Date: 01/29/2026 Status: Pending Approval Amend Nbr: 14084

Business Unit: LFUCG Journal Date: 01/29/2026 Budget Period: 2026 Bid: Admin Review:

Personnel, Operating & Capital Accounts									
Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID	
1 3140	505702	5712	75101	Operating Supplies and Expense	-18,390.00	WELLSJG	KARMSTRO		
2 3140	505701	5701	75801	Equipment Under \$5000	8,392.00	WELLSJG	KARMSTRO		
3 3140	505701	5701	71251	Prof Svc - Insurance	9,998.00	WELLSJG	KARMSTRO		

Revenue Accounts

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To move funds from Operating Supplies and Expense to Equipment Under \$5,000 and Professional Service-Insurance on COSSUP_2024.

Net Amend Amt: 0.00

Submit for Approval

Save

Add



REGION 4
ATLANTA, GA 30303

ELECTRONIC MAIL
CONFIRMATION OF EMAIL RECEIPT REQUESTED

Lexington Fayette Urban County Government
Division of Water Quality
c/o Mr. Charles H. Martin, P.E., Director
125 Lisle Industrial Avenue, Suite 180
Lexington, Kentucky 40511
chmartin@lexingtonky.gov

Re: U.S. Environmental Protection Agency and Kentucky Department for Environmental Protection assessment of stipulated penalties under the Lexington Fayette Urban County Government Consent Decree (# 5:06-cv-386) for Calendar Year 2023

Dear Mr. Martin:

The Kentucky Department for Environmental Protection (KDEP) and the U.S. Environmental Protection Agency, Region 4 have reviewed Lexington Fayette Urban County Government's (LFUCG) Sanitary Sewer Overflows (SSOs) and unpermitted bypass events that LFUCG reported for the period covering calendar year 2023.

Pursuant to Section XI of the Consent Decree (CD), KDEP and the EPA may assess a stipulated penalty for each SSO and unpermitted bypass event in a dollar amount that is dependent upon case specific factors set forth in Paragraph 44 of the CD. After reviewing the submitted documentation and in consideration of the circumstances surrounding the SSOs and unpermitted bypass events, the EPA and KDEP hereby demand stipulated penalties in the amount of \$64,000 pursuant to Paragraphs 44.E.(i), (ii), and (iii) of the CD.

In accordance with Paragraph 47 of the CD, LFUCG shall pay \$32,000 (50%) of the stipulated penalty to the Commonwealth of Kentucky and \$32,000 of the stipulated penalty to the United States. Payment of penalty shall be made in accordance with the instructions in Paragraph 50 of the CD. Specific payment instructions for the payment to the United States will be provided separately by email from the U.S. Department of Justice. Please contact Stacey Wix at wix.stacey@epa.gov, or at (404) 562-8079 if you do not receive the payment instructions within three (3) business days of receipt of this letter.

Payment should be made within 30 days of receipt of this letter in accordance with the instructions in Paragraph 47 of the CD.

If there are any questions, you may contact Stacey Wix, Enforcement Officer, EPA Region 4 at (404) 562-8079 or Jarrod Bell, Director, Division of Enforcement, KDEP at (502) 782-6552.

Sincerely,

Jairo Castillo, P.E.
Acting Chief
Water Enforcement Branch

Cc: Paul Schwartz, Attorney, EPA Region 4
schwartz.paul@epa.gov

Sheila McAnaney, US DOJ
sheila.mcananey@usdoj.gov